

**COLLECTIVE BARGAINING AGREEMENT**

**ENTERED INTO BETWEEN**

**REED-CUSTER COMMUNITY UNIT**

**SCHOOL DISTRICT 255U**

**WILL and KANKAKEE COUNTIES, ILLINOIS**

**AND**

**REED-CUSTER EDUCATION ASSOCIATION ILLINOIS EDUCATION  
ASSOCIATION NATIONAL EDUCATION ASSOCIATION**

**2017-2018 through 2020-2021**

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## **PART I RECOGNITION**

The Board of Education of Reed-Custer Community Unit School District No. 255U, Will and Kankakee Counties, Illinois (hereinafter referred to as the “Board”), recognizes Reed-Custer Education Association – Illinois Education Association – National Education Association (hereinafter referred to as the “Association”), as the sole and exclusive bargaining representative for all employees listed in the Certification of Representative, Case No. 87-RS-0006-C:

Non-Certified employees: all full-time and regularly employed part-time paraprofessionals (teacher aides), bus drivers, custodians, secretaries, and food service employees, except for District office staff, food service director, kitchen managers, director of buildings and grounds, and other managerial employees as defined in the Act.

Certified employees: all full-time and regularly employed certified employees, librarians, nurses, school psychologists, social workers, and guidance counselors, except for the superintendent, curriculum director, business manager, principals, assistant principals, and other managerial employees as defined by the Act.

The Board agrees not to negotiate with any other association or organization or individual certified employee or non-certified employee with regard to those items contained in this Agreement during the term of this Agreement.

## **PART II**

### **CERTIFIED EMPLOYEE: BENEFITS, RIGHTS AND RESPONSIBILITIES**

#### **ARTICLE I: COMPENSATION AND FRINGE BENEFITS**

**1.1 Salary Schedule** – The salary schedule for those certified employee employed by the School District shall be as set forth in Schedule A, which is attached hereto and incorporated into this Agreement. In the event that an employee secures an “unsatisfactory” summative evaluation rating, in accordance with the Evaluation Plan, then the employee will be held on their current salary step and lane position for the duration of their remediation plan. Upon completion of a successful remediation plan, the employee will advance to the step and lane on the salary schedule that they would have advanced to had they not received an evaluation rating of “unsatisfactory” and be entitled to restoration of lost salary.

Horizontal movement on the salary schedule shall be based upon satisfactory completion of graduate courses from a college or university approved by the North Central Association of

Colleges and Secondary Schools (NCATE), or a reciprocal accrediting agency. Graduate credit earned will not be recognized unless the courses for which the credit is earned have been approved by the Superintendent. Such course work shall be in the subject field(s) engaged in by the employee in the School District and/or the field of education. Included in such coursework would be graduate courses used for the purpose of becoming Highly Qualified and/or meeting Recertification requirements (CPDUs). In order to assure horizontal movement on the salary schedule, employees are required to submit a program of study or a list of individual course work to the Superintendent prior to undertaking any such course work. Programs of study, individual course work and electives selected by the employee shall be subject to final approval by the Superintendent or his designee who will determine whether they relate to guidance counseling, administration or the District’s curriculum. Prerequisites for the program of study shall be dictated by the college or university attended.

Upon completion of sufficient course work to move an employee to the next horizontal step on the salary schedule and the filing of the request for horizontal movement, an official transcript must be sent to the Superintendent on or before October 1 of the School Year in which the teacher seeks such movement. Transcripts received after October 1 will qualify the teacher for horizontal movement at the beginning of the next subsequent School Year. If all necessary documentation for horizontal movement is received by August 1, then the horizontal movement will be reflected by the first paycheck of the new year. If all necessary documentation is received after August 1 but by October 1, then the horizontal movement will be reflected no later than the teacher’s first November paycheck.

In moving across columns, there is no limit to the number of columns that a teacher can advance in one calendar year.

Those employees providing documentation of having achieved National Teacher Certification will have an additional two percent (2%) added to their salary beginning with the following School Year or calendar year whichever comes first. This documentation must be submitted in accordance with the timelines of the preceding paragraph.

For every eight (8) approved graduate hours beyond the CAS/DBMS/MS+32 column a teacher has earned, the salary of said teacher shall be increased \$400.00. Timelines for course approval, request for horizontal movement, and sending official transcripts must be adhered to.

For the purposes of seniority and advancement on the salary schedule, the certified employee must actually teach or otherwise be present and participating in the District's educational program for at least 120 days in the school year. Compensated days shall include sick leave days, personal, and bereavement days. The days of leave under the federal FMLA shall be included as days of teaching or participating in the District's educational program. There will be no advancement on the salary schedule if the requirement of 120 days is not met.

**1.2 Payroll Installments** – Each certified employee shall be paid on the basis of twenty-six (26) equal installments.

Compensation for hours beyond the regular contract is to be requested on time sheets. Time sheets will be paid on the next available pay date.

**1.3 Pay Days – Specified** – Regular pay dates shall be biweekly on Friday. Direct deposit vouchers will be available online on the payroll date.

**1.4 Supplemental Jobs – Salary Schedule** – The supplemental pay schedule shall be set forth in Schedule B, which is attached hereto and incorporated into the Agreement.

**1.5 Supplemental Jobs – Payroll Procedures** – Supplemental pay shall be added to all certified employee's salary and shall be paid in the employee's paycheck each pay period throughout the year or as one (1) payment upon completion of said supplemental job. The employee will be asked to select the payment method at the beginning of said supplemental job. Provided, however, that an employee fails to perform the supplemental job to which they are assigned, any overpayments shall be deducted equally from the individual employee's remaining paychecks to the end of the contract year.

**1.6 Reimbursable Expenses** – Teachers shall be reimbursed for appropriate expenses incurred. Board policy will determine what reimbursable employee expenses are. These expenses must have Administration approval in advance of incurring the expenses. These expenses will be paid on the next available pay date.

**1.7 Certified Employee Retirement Contributions/Tax Deferred Programs** – According to authority granted by the Pension Reform Act of 1974, Section 414(h) (2) of the Internal Revenue Code, the Board will, as a benefit to the employees, withhold said employee’s contribution to the Teacher’s Retirement System of the State of Illinois and will shelter said contribution from the employee’s taxable income as reported to the Internal Revenue Service and the Illinois Department of Revenue. The Board shall pay toward the employee’s required total contributions to TRS and THIS a maximum of 9% to TRS and a maximum of 0.5% to THIS. The employee shall be responsible for any future increase in these required contributions. If the State of Illinois passes legislation that disallows school districts to pay the employee’s pension costs and does not grandfather current collective bargaining agreement language, then, within 60 days, the RCEA and Board will negotiate language satisfying the legislation. This language will be written as a Memorandum of Understanding.

Additionally, at the request of the employee, the Board will, in accordance with State law, withhold a designated amount of the employee’s salary and transfer said amount to a tax-deferred annuity program (403b and/or 457) of the employee’s selection; provided, however, the vendor of said program is identified as an approved 403(b) vendor under the District’s written plan. Any such request, including the amount to be withheld and the program desired, shall be in writing and shall remain in full force and effect until withdrawn by the employee, which withdrawal shall also be in writing.

**1.8 Insurance Benefits** – On the behalf of all eligible certified employees, the Board shall contract to purchase health insurance, including coverage for medical, dental, vision and life.

Insurance Eligibility: Only certified employees who are scheduled to work at least 30 hours per week on September 1st will be considered eligible for health insurance coverage for that year. If any certified employee enrolls during the open enrollment period, they will be eligible for health insurance for the entire year. Any change in schedule after that date will not change eligibility status until September 1st of the next year.

Rates will be determined and implemented by January 1st each year. All certified employees (regardless of date of hire) will be eligible for the same insurance rates. The cost of any rate increase during the duration of this contract will be split evenly between the District and the covered employees. Any employee who is eligible for District benefits will receive \$1,000 annually for electing to not participate in Reed-Custer 255’s insurance plan. This amount will be paid on the first paycheck following the January 1st renewal date. The Board will purchase a \$10,000 term life policy for all insurance eligible certified employees during the life of this contract.

The Parties agree that this section may be reopened at the request of a Joint Insurance Committee to discuss costs and benefits of alternative health care plans. The Joint Insurance Committee must have equal representation of RCEA and Board/Administration members.

If any certified employee has a spouse who works for another employer that offers medical benefits, the spouse is not eligible for coverage through Reed-Custer CUSD 255U. If said spouse does not have medical benefits available through another provider, he/she can be covered under Reed-Custer CUSD 255U’s policy for the appropriate plan cost for that year. Any certified employee requesting spousal



coverage must submit an affidavit during open enrollment to prove that the spouse is not employed, is self-employed, or is not eligible for benefits through his/her employer. If the employee's spouse changes or terminates employment which results in him or her no longer being eligible for medical benefits through his or her employer, the employee shall be responsible for providing written notification to the Superintendent, or a designee. In this instance, spousal insurance eligibility will follow guidelines set forth by law.

The chart on the following page provides two options for coverage for eligible employees. If the employee chooses to add family members to the benefit plan, the employee's children and/or spouse must be on the same plan option as the employee. The rates depicted are for the 2017-2018 school year. Rates are subject to change. Any future increase in cost will be split evenly between the employees and the Board. The new rates will be applicable after the January 1st renewal date each year.

Insurance Benefits Carrier: BCBS of IL	OPTION 1 PPO (BCBS)		OPTION 2 HSA \$2,500 (BCBS)	
Note: Rates shown are for 2017-2018 (To be implemented January 1, 2018)				
	<b>Network</b>	<b>Non-Network</b>	<b>Network</b>	<b>Non-Network</b>
<b>Deductible</b>				
Individual	\$1,000	\$2,000	\$2,500	\$5,000
Family (Individual + 1 or more)	\$2,000	\$4,000	\$5,000	\$10,000
(What the Plan Pays)	90%	70%	80%	60%
<b>Out of Pocket Maximum</b>				
Individual (Includes Deductible)	\$2,500	\$5,000	\$6,250	\$12,500
Family (Includes Deductible)	\$5,000	\$10,000	\$12,500	\$25,000
<b>Preventative Services</b>	100%	70%	100%	60%
(What the Plan Pays)	<i>Deductible Waived</i>		<i>Deductible Waived</i>	
<b>Office Visits</b>				
PCP / Specialist (What the Plan Pays)	90%	70%	80%	60%
<b>Emergency Room</b>	\$100 Copay		80% Plan Payment	
<b>Prescription Drugs (RX copays)</b>	\$10/\$40/\$60/\$125	\$10/\$40/\$60/\$125	80% Plan Payment	80% Plan Payment
RX Out of Pocket	\$4,100 / \$8,200		Included with Medical Out of Pocket	
(Generic, Brand Formulary, Brand Non-Formulary, Specialty)				
<b>2017-2018 School Year</b>				
<b>Employee Medical Cost (per 26 Pays)</b>				
* Employee Only		\$50.00		\$5.00
*Employee + Spouse		\$182.06		\$112.60
* Employee + Children		\$169.12		\$75.29
*Family		\$264.97		\$160.48
<b>Spousal Exclusion</b>				
If Spouse is Eligible for Insurance Elsewhere	Coverage Not Available		Coverage Not Available	
<b>HSA Seed Money (Annual Payment by District)</b>				
(Per Family)		NA		\$400
<b>2017-2018 School Year</b>				
<b>Employee Dental Cost (per 26 Pays)</b>				
* Employee Only		\$1.85		\$1.85
* Employee + Spouse		\$17.08		\$17.08
* Employee + Children		\$14.31		\$14.31
* Family		\$34.62		\$34.62
<b>Vision Coverage</b>	Current BCBS Discount Plan		Current BCBS Discount Plan	
<b>Future Increases in Insurance Cost</b>	Dollar amount to be split evenly by		Dollar amount to be split evenly by	
(Annually)	District / Employees		District / Employees	
	* Changes to Rates Above		* Changes to Rates Above	

**1.9 Sick Leave** – Each full-time certified employee shall be entitled to (12) twelve sick leave days per school year. Sick leave days shall be taken in no less than one-half (1/2) day increments. Sick leave shall accumulate from year to year. Sick leave shall be interpreted pursuant to Public Act 099-0841 when read in conjunction with 105 ILCS 5/24-6.

If an employee fails to report to work for three (3) or more of his/her consecutive workdays, establishes a pattern of absences, or calls in sick on a day adjacent to a holiday or school vacation, then, before the employee's return to work, the District may require the employee to provide a physician's certificate regarding the date(s) the employee was absent. The cost of said certificate will be at no expense to the District.

For the purposes of seniority and advancement on the salary schedule, the certified employee must actually teach or otherwise be present and participating in the District's educational program for at least 120 days in the school year. Compensated days shall include sick leave days, personal days, and bereavement days. The days of leave under the FMLA shall be included as days of teaching or participating in the District's educational program. There will be no advancement on the salary schedule if the requirement of 120 days is not met.

In the event that any certified employee retires, resigns, or is honorably dismissed by the Board of Education, the said employee shall have an option of applying any portion of unused sick leave days allowable by law towards credit with TRS and be compensated for any remaining unused sick leave days. This payment will be paid to the employee within sixty (60) days after the receipt of their last regular paycheck. Days applied towards credit with TRS will not be compensated. All employees shall be compensated at the rate of \$30 per day. As indicated in 1.17, part-time certified employees receive a pro rata portion of the compensation rate.

If a certified employee has a leave day approved for a day that a snow day or emergency closing happens, the certified employee will not be obligated to use the leave day.

**1.10 Bereavement Days** – Any employee who suffers the loss of an immediate family member by death is entitled to use bereavement days in order to meet family obligations without loss of pay. No employee will be allowed to use more than three (3) bereavement days per incidence for a death of an immediate family member. Immediate family, as defined in the Illinois School Code, shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-laws, brothers-in-laws, sisters-in-laws, and legal guardians. The death of an uncle, aunt, niece, or nephew will qualify for one (1) bereavement day. A party to a civil union would fall under the definition of sick leave / bereavement in the same capacity that a spouse would. If additional days are necessary to meet family obligations, the employee may use sick leave or personal leave days. These bereavement days will not be allowed to accumulate. No compensation will be given for unused bereavement days. The employee may be asked to submit an obituary or other proof of death within seven (7) days of the said leave.

**1.11 Personal Leave** – The Board will grant each full-time certified employee three (3) days of personal leave per School Year without loss of pay, provided that:

A. Written advance notice of the necessity for personal leave shall be submitted as soon as possible to the Principal or his/her designee;

B. Personal leave requests related to any of the following must be approved by the Superintendent or his/her designee: The first day or last day of the school year, a school day immediately preceding or immediately following a school holiday (if observed by the employee's work classification), or a school day immediately preceding or immediately following a school vacation or break. The Superintendent (or his/her designee) will review each request individually and will approve or deny the request based on level of emergency, the number of employees requesting the day, and the employee's attendance record. If several requests relate to the same day and such requests are non-emergency in nature and come from employees with similar attendance records, then the days will be approved on a first come, first-served basis.

C. Personal leave days shall only be taken in one-half (1/2) day increments.

A personal day may be used at the discretion of the certified employee. Any unused personal leave shall be cumulative to a total of four (4) days from year to year. All other unused personal leave days shall convert to sick leave days at the end of each School Year. Upon retirement, resignation, or honorable dismissal, unused personal leave days shall be converted to unused sick leave days. If a certified employee has a leave day approved for a day that a snow day or emergency closing happens, the certified employee will not be obligated to use the leave day. If a new form for requesting personal leave days is needed, the Board will develop the appropriate form in cooperation with the Association.

**1.12 Professional Leave** – The Board may grant two (2) days of professional leave per year to each certified employee for professional development, provided, however, that:

A. Prior written approval must be given by the Superintendent for such professional leave;

B. The professional leave must relate directly to the certified employee's professional duties within the School District; and

C. Said professional leave shall be non-cumulative and, in the event that any certified employee does not use their professional leave, said employee shall not be compensated for any unused professional leave days.

In the event that the Board directs a certified employee to participate in any particular professional conference or meeting, then the Board shall pay the required fees and mileage to and from the location of the conference or meeting and the employee's home school. Additionally, in the event that the Board directs an employee to participate in any particular professional conference or meeting, then the days so spent shall not be deducted from the number of professional leave days allowed to such employee.

**1.13 Voluntary Early Retirement Program (“VERP”)** – A certified employee who, at the date of retirement, (a) has a minimum of ten (10) years of creditable service with the District; (b) is at least 55 years of age; (c) has sufficient creditable service with the Illinois Teacher’s Retirement System (TRS) to retire with a full non-discounted, non-ERO pension; (d) can demonstrate, before participation, that the District will incur no TRS penalties or one-time non-refundable contributions; and (e) meets the participation deadlines set forth below, will be eligible to participate in the District’s Voluntary Early Retirement Program (“VERP”) as set forth below.

Options:

A. In order to participate, the certified employee that will have a minimum of ten (10) years with the District, must submit an irrevocable letter of resignation to the Board of Education by June 30th, one (1) to four (4) years prior to retirement. The certified employee shall then be removed from the salary schedule and receive a five percent (5%) increase over his/her certified staff salary for the last one (1) to four (4) years for his/her certified staff duties.

B. In order to participate, the certified employee that will have a minimum of fifteen (15) years with the District must submit an irrevocable letter of resignation to the Board of Education by June 30th, one (1) to four (4) years prior to retirement. The certified employee shall then be removed from the salary schedule and receive a six percent (6%) increase over his/her certified staff salary for the last one (1) to four (4) years for his/her certified staff duties.

The 5% or 6% increase in creditable earnings set forth in each option above is for all regular certified staff duties (Schedule A) including a teaching overload. Co-curricular duties (Schedule B), internal substituting, curriculum work, ticket taking, and other stipends will be compensated at the negotiated rates set forth in this agreement provided that he/she performs these duties and that these do not cause an increase of more than 6% in total TRS creditable earnings over the previous year’s total TRS creditable earnings. A certified staff member shall not be removed from a stipend position without just cause, which may include elimination of the position. If a certified staff member chooses to perform additional duties or a teaching overload that do cause an increase of more than 6% in total TRS creditable earnings over the previous year’s total TRS creditable earnings, that certified staff member will only be compensated for a 6% increase.

At the start of the year, certified staff members choosing to exercise VERP will be informed of the amount of extra duties that can be performed in order to not exceed the legislative 6% cap. It is the certified staff member’s responsibility to stay within this defined amount. If it is later determined that extra duties performed caused an increase in total TRS creditable earnings that exceeded the 6% cap, the employee will be notified and the remaining paychecks will be adjusted so that total TRS creditable earnings do not exceed 6%.

If a certified employee uses his/her accumulated sick leave due to the employee’s own serious health condition or the serious health condition of the employee’s spouse, child or parent during participation in VERP and therefore does not achieve the 75% TRS retirement level, the certified employee will be

allowed to work up to one additional year without penalty at a frozen salary; provided, however, the certified employee provides sufficient medical certification to verify the serious health condition.

Part-time certified staff members who are employed less than three quarters (0.75) of the full-time equivalency for certified employees in the District shall be entitled to the same VERP benefits listed above.

**1.14 Jury Duty** – Any certified employee required to report for jury duty will continue to receive their pay. Notice of being summoned to jury duty must be forwarded to the employee’s Building Principal within ten (10) days of service of summons. The employee shall report to their Building Principal for assignment when their presence in court is not required.

The certified employee shall present proof of service on jury duty and the amount of pay received to the Business Office. In consideration of the continuing compensation provided in this paragraph, the employee must reimburse to the Business Office their daily jury pay, except travel expenses, as provided by the appropriate court system.

If a certified employee reports to court, they do not need to report to their Building Principal until released. (Released from jury duty means no longer required to serve on the jury for that day).

**1.15** - \* \* This paragraph intentionally left blank. \* \*

**1.16** - \* \* This paragraph intentionally left blank. \* \*

**1.17 Part-Time Certified Employee** – Any regularly employed part-time certified employee shall receive a pro-rated share of the compensation and benefits set forth in paragraphs 1.1, 1.9, 1.10, 1.11 and 1.12 above. (For example, a part-time employee working one-half (1/2) school day every day shall be entitled to twelve (12) paid sick days, each being one-half (1/2) day. Sick leave days shall be taken in no less than one-half (1/2) day increments, per year with pay. Similarly, a part-time employee working two (2) full days each week shall be entitled to four (4) sick days per year with pay).

For mandatory attendance at in-service and institutes, part-time certified employees will be reimbursed for their time beyond their regular work hours. This reimbursement will be prorated based upon the certified employee’s current salary. If a part-time certified employee becomes employed in a full-time position, the accumulated part-time sick days are prorated into full time sick days for the carry over to full-time status.

**1.18 Snow Day/Emergency Closing** – If a certified employee has a leave day approved for a day that a snow day or emergency closing happens, the certified employee will not be obligated to use the leave day.

## **ARTICLE II: CERTIFIED EMPLOYEE RIGHTS AND RESPONSIBILITIES**

**2.1 Duty-Free Lunch** – Each certified employee shall be entitled to a duty-free lunch which shall be no less than thirty (30) consecutive minutes in length.

**2.2** \* \* This paragraph intentionally left blank. \* \*

**2.3 Certified Employee Work Year and Workday** – The work year for a certified employee shall be 180 calendar days, of which 4 can be used as institute days.

In the event the Board of Education adds additional days to the calendar, certified employees shall be compensated at the employee's contracted daily rate for each additional day added. If the Board of Education, thereafter, deems it necessary to reduce these additional days, due to lack of funds or other reason, the Superintendent or his designees shall advise the Association prior to any public announcement. The Association shall be afforded the opportunity to provide the Administration of the District with alternatives to such reduction within seven (7) calendar days of said advice.

The certified employee's workday shall be 7-1/2 hours in length, including a 30-minute, duty-free lunch period. For the purpose of ½ day, 3 ¾ hours constitutes ½ day in attendance. Should any portion of the 30 minute duty-free lunch period fall within this time frame, said employee is not required to stay on campus through their duty-free lunch period.

Certified employees shall be required to attend parent-teacher conference sessions outside of the regular school day. Certified Employees may be required to attend one open house (or equivalent event – e.g. curriculum night, student orientation, etc...) outside of the regular school day. During parent-teacher conferences, certified employees will be expected to see parents at times that serve the public need. These times may include mornings, afternoons, and evenings. Exact schedules will be determined at each school, by the Principal, with input from the faculty. Total hours will not exceed the normal workday unless make-up time is built into another workday. Time will be provided for lunch and dinner breaks where applicable.

Certified elementary employees shall also be required to attend one (1) grade level performance outside of the regular school day. Certified middle school and high school employees shall also be required to attend graduation in their respective building outside of the regular school day. An employee that is assigned to both the middle school and high school may choose one (1) graduation to attend. Special exceptions may be approved by the Superintendent or his/her designee.

In addition, certified employees will be expected to attend, after the student attendance day, a maximum of one (1) faculty meeting per building per month, to a maximum of nine (9) faculty meetings per building per year. These faculty meetings shall be no more than one hour in length and must conclude no more than one hour after the employees' release time in the building. Administration will give the faculty one week notice of said meetings. In the case of an emergency (e.g. student or faculty member death, an issue with student safety, or anything else of significant importance that needs to be shared with staff), building administrators have the right to call additional unscheduled meetings as

needed. In consideration hereof, certified employees will be dismissed 2 hours early on the school year's final Institute day and 30 minutes early on all other full-day Institute days (Except when outside of the District's control).

*Example: The current Institute Day schedule is 8:00am – 3:00pm. Certified staff members will be released at 1:00pm on the final Institute day and at 2:30pm on all other full-day Institute days.*

New certified employees to the District will also be required to attend District orientation without compensation. During this orientation time, the Association will be given a maximum of one-hour within which to acquaint new certified employees with Association business.

**2.4** \* \* This paragraph intentionally left blank. \* \*

**2.5 Seniority (Length of Continuing Service)** – For purposes of this Agreement, “seniority” shall be defined as the length of an employee’s continuous full-time service with the Board of Education of School District No. 255U. Seniority as used in this agreement and “length of continuous service” as used in Illinois School Code Section 24-12 are considered to be the same.

The “first day” shall be defined as the day upon which duties are first performed.

For the purposes of seniority and advancement on the salary schedule, the certified employee must actually teach or otherwise be present and participating in the District’s educational program for at least 120 days in the school year. Compensated days shall include sick leave days, personal days, and bereavement days. The days of leave under the federal FMLA shall be included as days of teaching or participating in the District’s educational program. There will be no advancement on the salary schedule if the requirement of 120 days is not met.

Any regularly employed part-time certified employee who works at least one-half (1/2) of the full-time equivalency for certified employees in the School District shall accrue seniority on a pro-rata basis for the time which said regularly employed part-time employee works up to a maximum of two (2) years; provided, however, that this provision shall not be construed to allow any regularly employed part-time certified employees to obtain the benefits of contractual continued service (tenure).

**2.6 Honorable Dismissal of Certified Employees** – In the event that the Administration of the School District deems it necessary to reduce the number of certified employees in the District due to decreased enrollment, lack of funds or other reasons, the Superintendent or his designee shall advise the Association prior to any public announcement. The Association shall be afforded an opportunity to provide the Administration of the District with alternatives to such reduction in staff within seven (7) calendar days of said advice.

Thereafter, when a certified employee, whether or not in contractual continued service, is removed or dismissed as a result of a decision of the School Board to decrease the number of certified employees employed by the School District, or a decision of the School Board to discontinue some particular type of certified service, an affected employee shall be dismissed according to the provisions of the Illinois School Code Section 24-12 and entitled to all of the rights set forth therein.



**2.7 Notice of Assignments** – Certified employees will be given written notice of any change in their Assignments for the forthcoming School Year prior to July 1st. The assignment shall include grade, building, room and subject areas taught. In the event a change in a certified employee’s assignment is thereafter deemed necessary, in the exercise of the Board’s discretion, then the certified employee shall be notified of the change as promptly as circumstances permit and thereafter shall have the opportunity to discuss the reassignment with his or her immediate supervisor.

**2.7.5 – Right of Assignment**

A. The District retains “right of assignment” for placement of personnel within certified/non-certified areas.

Note: This allows for movement of staff with proper certification between schools within the District.

B. Principals retain “right of assignment” within their buildings for positions for which employees are certified.

In the event a position opens, all District employees will be notified through school email. Interested qualified employees will contact the appropriate building principal by email within ten (10) days of the posting. Volunteers will be considered prior to involuntary assignment. If a teacher disagrees with an involuntary assignment, he/she shall be allowed to take up to a one (1) year unpaid leave of absence or resign without prejudice.

C. The District Athletic Director(s) have the right of assignment with regards to sports specific coaching placement provided:

1) A coach who is reassigned to a different level or position (i.e. from a freshman coach to an assistant varsity coach) is reassigned to the same sport they have already been hired to coach.

2) A coach who is reassigned to a different level or position is reassigned to coach in the same building they have already been hired to coach (i.e. middle school coaches can be reassigned to middle school positions within the same sport, and high school coaches can be reassigned to high school positions within the same sport).

3) Head coaches will be consulted regarding coaching openings and appointments.

**2.8 Notice of Vacancies** – Notices of all vacancies shall be placed in the “job postings” section of the District’s SharePoint site and an email notification of this posting sent to all Association members via the District’s email accounts. In addition, during the summer months, all certified employees with a Reed-Custer email address shall be notified of vacancies via the District’s email system.

**2.9 Summer School Assignments** – The Board reserves the right to employ certified employees for the School District’s summer school program in its discretion. In so doing, however, the Board agrees that it will give priority for such employment to current employees of the School District; provided, however, that such employees are legally qualified to teach the subject areas required for the summer school program and further provided that said employees obtained a “proficient” or better rating on their last regular school and summer school evaluation.

**2.10 Review of Personnel File** – Each certified employee shall have the right, upon request, to review the contents of their personnel file and may, upon request, secure one photocopy of the documents contained therein without charge. These copies shall be initialed by the employee and an administrator or administrative secretary. Additionally, employees shall receive a photocopy of any document placed in their personnel file, excluding those items required by law or regulation (e.g. transcripts, medical records/documentation, copies of certifications, etc.), and may, within thirty (30) days of such placement, respond in writing thereto, which response shall be attached to the said document.

Each certified employee’s personnel file will contain a log which will set forth the name of those individuals reviewing that personnel file, the authorization for said review, the date and time of said review and the purpose for said review; provided, however, that the members of Central Administration of the School District will not be required to annotate their review of the personnel file.

After a document has been in a certified employee’s personnel file for a period of two (2) years, the employee will have the right to request that the Board remove said document there from. The decision whether to remove said document shall lie with the Board of Education, in its continuing discretion, which decision shall not be subject to the grievance procedure provided in this Agreement.

**2.11 Right of Representation** – When a certified employee is required to appear before the Board, the Superintendent, and/or any District administrator concerning any matter which may adversely affect his or her employment relationship, the employee shall be entitled, upon request, to have a representative of the Association present. Furthermore, when an employee is required to appear before the Board concerning any matter which may adversely affect their employment relationship, said employee shall be advised in writing of the reasons for the requirement, as well as said employee’s right to representation as provided herein.

**2.12 Evaluations of Certified Employees** – The Board has, in cooperation with the Association, developed a Plan for Evaluation of Certificated School District Employees. The plan is consistent with PERA and SB7 and will be communicated to affected staff annually.

**2.13 Maternity/Child Care Leave** – Upon written request submitted to the Superintendent by a certified employee, at least ninety (90) days before the leave is to begin (unless exceptions here from are granted by the Superintendent), the Board shall grant a maternity/child care leave without pay under the following conditions:

A. Maternity/Child care leave applies to newborn babies or newly adopted children under the age of four (4) years; provided, however, that exceptions to this age limitation for adoptions will be granted should the rules and regulations of a duly licensed adoption agency so require.

B. Maternity/Child care leave shall be for a period of up to one full semester and any fraction of another semester. This fractional part of the semester must begin at the beginning of said leave. If additional child care leave is necessary, employee shall present in writing a request for such extension, listing reasons for the said request. Extension requests will be considered on an individual basis and determined in the discretion of the Superintendent. Employees are encouraged to return from maternity/child care leave for the fall semester.

C. While using the Family Medical Leave Act, an employee on maternity/child care leave may keep their group health insurance coverage provided for in paragraph 1.8 in effect by paying the required insurance contribution as stated in paragraph 1.8.

After using the Family Medical Leave Act, an employee on maternity/child care leave pursuant to this paragraph 2.13 may keep their group health insurance in effect by paying the full insurance premium to the District during the leave period. The District will make no contribution toward health insurance premiums during the leave period.

D. For the purposes of seniority and advancement on the salary schedule, the employee must actually teach or otherwise be present and participating in the District's educational program for at least 120 days in the school year. Compensated days shall include sick leave days, personal days, and bereavement days. The days of leave under the federal FMLA shall be included as days of teaching or participating in the District's educational program. There will be no advancement on the salary schedule if the requirement of 120 days is not met.

E. Notification by the employee of their intent to return from maternity/child care leave must follow the timetable:

1) If an employee intends to return for the beginning of the second semester of a School Year, written notification shall be made by the employee to the Superintendent by October 31 of the same School Year;

2) If an employee intends to return for the beginning of the first semester of a School Year, written notification shall be made by the employee to the Superintendent by March 1 of the same calendar year; and

3) Failure of an employee to notify the Superintendent of their intent to return according to the provisions of this paragraph 2.13 shall be considered as a resignation.

F. An employee granted a maternity/child care leave shall be entitled to a position for which they are qualified and certified, upon his/her return from said leave. Every consideration shall be given to returning the employee to their former position.

**2.14 Leave of Absence Without Pay** – Leave of absence without pay for health or professional study may be granted to a certified employee by the Board for a period of one year or less upon recommendation by the Superintendent. An employee desiring a leave of absence shall notify the Superintendent in writing of their desire to take such leave at least ninety (90) days prior to the date on which the leave is requested to begin. Exceptions to the notice requirement may be granted by the Superintendent should the Superintendent deem appropriate.

Any employee on leave of absence without pay may keep their insurance in effect by paying the full insurance premium to the District during the leave period. The District will make no contribution toward health insurance premiums during the leave period.

All leaves of absence shall be granted with the full understanding that the employee may be assigned to any position for which they are qualified upon completion of leave. Consideration shall be given to returning the employee to their former position.

The Board, in its sole discretion, may extend leave for an additional School Year upon written request from the certified employee. If the Board grants a year-long leave, the employee may not be allowed to return to work until the start of the next school year.

For the purposes of seniority and advancement on the salary schedule, the employee must actually teach or otherwise be present and participating in the District's educational program for at least 120 days in the school year. Compensated days shall include sick leave days, personal days, and bereavement days. The days of leave under the federal FMLA shall be included as days of teaching or participating in the District's educational program. There will be no advancement on the salary schedule if the requirement of 120 days is not met.

In the event that the employee intends to return from an unpaid leave, the employee must advise the Superintendent of said intent at least ninety (90) days prior to the scheduled return to work date.

Failure of the employee to notify his or her Supervisor of his or her intent to return, according to the provisions of this paragraph 2.14, shall be considered as a resignation. Exceptions to the notice requirement may be granted by the Superintendent should the Superintendent deem appropriate.

The employee on leave of absence retains any unused accumulated sick leave, usable upon return to regular employment, but does not earn additional sick leave until the employee returns to service. In the event that an employee works a portion of a year prior to being granted a leave of absence, they shall earn a prorated amount of unused sick leave days for the time worked.

**2.15** \* \* This paragraph intentionally left blank. \* \*

**2.16 Workers' Compensation Leave** – Days on workers' compensation leave shall not count as days worked for purposes of length of continuing services/seniority with the District only. Certified employees on workers' compensation leave shall retain, but not accrue, sick leave days, personal days, and professional development days during their workers' compensation leave, subject to the limitations set forth in paragraphs 1.9, 1.10, and 1.11 herein.

For the purposes of seniority and advancement on the salary schedule, the employee must actually teach or otherwise be present and participating in the District's educational program for at least 120 days in the school year. Days on workers' compensation do not count toward the 120 day limit. There will be no advancement on the salary schedule if the requirement of 120 days is not met.

While on worker's compensation leave, an employee may keep his or her group health insurance coverage provided for in paragraph 1.8 in effect by paying the required employee insurance contribution to the District.

## PART III

### EDUCATIONAL SUPPORT PERSONNEL: COMPENSATION, BENEFITS, RIGHTS AND RESPONSIBILITIES

#### ARTICLE I: COMPENSATION AND FRINGE BENEFITS

**1.1 Salary Schedule** – The salary schedule shall be as set forth in Schedule C, which is attached hereto and incorporated into this Agreement.

**1.2 Payroll Installments** – All employees will be paid on a basis of twenty-six (26) equal installments.

Compensation for hours beyond the regular contract is to be requested on time sheets. Time sheet compensation shall be paid on the next available pay date.

**1.3 Paydays – Specified** – Paydays shall be biweekly, on Friday. Direct deposit vouchers will be available online on the payroll date.

**1.4 Supplemental Jobs – Salary Schedule** – In the event that an employee is assigned to supplemental jobs, the supplemental pay schedule for that employee shall be as set forth in Schedule B in Part I regarding teachers, which is attached hereto and incorporated into the Agreement.

**1.5 Supplemental Jobs - Payroll Procedures** – In the event that an employee is assigned to a supplemental job, the supplemental pay shall be paid in the employee's paycheck each pay period throughout the year or as one (1) payment upon completion of said supplemental job. The employee will be asked to select the payment method at the beginning of said supplemental job; provided, however, that if an employee fails to perform the supplemental job to which they are assigned, any overpayments shall be deducted equally from the individual employee's remaining paychecks to the end of the contract year.

**1.6 Reimbursable Expenses** – Upon approval, all employees shall be reimbursed for appropriate expenses on the next available pay date. Food Service personnel will use a District credit card for the cost of the recertification course and the license as required to perform their jobs. Bus drivers will be reimbursed for the cost of a commercial driver's license as required for bus drivers to perform their jobs. Administration will determine and approve any additional reimbursable employee expenses. A District credit card will be used whenever possible to pay for these approved expenses.

**1.7 Illinois Municipal Retirement Fund Contributions/Tax Deferred Programs** – All employees whose jobs require 600 hours or more per year must be included in the Illinois Municipal Retirement Fund Program. The rate is subject to annual adjustment by law. According to authority granted by the Pension Reform Act of 1974, and Section 414(h)(2) of the Internal Revenue Code, the Board will, as a benefit to the employees, withhold from each employee’s compensation his/her required contributions to the Illinois Municipal Retirement Fund and will shelter said contributions from employee’s taxable income as reported to the Internal Revenue Service and the Illinois Department of Revenue.

At the request of the employee, the Board shall, in accordance with State law, withhold a designated amount of said employee’s salary and transfer said amount to a tax-deferred annuity program (403b and/or 457) of the employee’s selection; provided however, the vendor of said program is identified as an approved 403(b) vendor under the District’s written plan. Any such request, including the amount to be withheld and the program desired, shall be in writing and shall remain in full force and effect until withdrawn by the employee, which withdrawal shall also be in writing.

**1.8 Insurance Benefits** - On the behalf of all eligible employees, the Board shall contract to purchase health insurance, including coverage for medical, dental, vision and life.

Insurance Eligibility: Only employees who are scheduled to work at least 30 hours per week on September 1st will be considered eligible for health insurance coverage for that year. If any employee enrolls during the open enrollment period, they will be eligible for health insurance for the entire year. Any change in schedule after that date will not change eligibility status until September 1st of the next year.

Rates will be determined and implemented by January 1st each year. All employees (regardless of date of hire) will be eligible for the same insurance rates. The cost of any rate increase during the duration of this contract will be split evenly between the District and the covered employees.

The Board will purchase a \$10,000 term life policy for all insurance eligible employees during the life of this contract.

Any employee who is eligible for District benefits will receive \$1,000 annually for electing to not participate in Reed-Custer 255U’s insurance plan. This amount will be paid on the first paycheck following the January 1st renewal date.

If any employee has a spouse who works for another employer that offers medical benefits, the spouse is not eligible for coverage through Reed-Custer CUSD 255U. If said spouse does not have medical benefits available through another provider, he/she can be covered under Reed-Custer CUSD 255U’s policy for the appropriate plan cost for that year. Any employee requesting spousal coverage must submit an affidavit during open enrollment to prove that the spouse is not employed, is self-employed, or is not eligible for benefits through his/her employer. If the employee’s spouse changes or terminates employment which results in him or her no longer being eligible for medical benefits through his or her employer, the employee shall be responsible for providing written notification to the Superintendent, or a designee. In this instance, spousal insurance eligibility will follow guidelines set forth by law.

The chart on **page 9** provides two options for coverage for eligible employees. If the employee chooses to add family members to the benefit plan, the employee's children and/or spouse must be on the same plan option as the employee. The rates depicted are for the 2017-2018 school year. Rates are subject to change. Any future increase in cost will be split evenly between the employees and the Board. The new rates will be applicable after the January 1st renewal date each year.

**1.9 Sick Leave** – Each employee shall be entitled to twelve (12) sick leave days per School Year without loss of pay. Sick leave days shall be taken in no less than one-half (1/2) day increments. Sick leave shall accumulate from year to year. Sick leave shall be interpreted pursuant to Public Act 099-0841, when read in conjunction with 105 ILCS 5/24-6. New employees will receive 1 sick day for each month that they work any day in prior to July 1st of the new work year.

*Example: An employee is hired on November 16th. He/she will be entitled to eight (8) sick days upon date of hire. (1 day each for the months of November through June). Said employee will then receive twelve (12) sick days on July 1st for the following work year.*

If an employee fails to report to work for three (3) or more of his/her consecutive workdays, establishes a pattern of absences, or calls in sick on a day adjacent to a holiday or school vacation, then, before the employee's return to work, the District may require the employee to provide a physician's certificate regarding the date(s) the employee was absent. The cost of said certificate will be at no expense to the District.

For the purposes of seniority and advancement on the salary schedule, the employee must actually be present and participating in his/her District position for at least 2/3 of their work year. Compensated days shall include sick leave days, personal business days, bereavement days, and days used from the sick leave bank. The days of leave under the federal FMLA shall be included as days of participation in their District position. There will be no advancement on the salary schedule if the requirement of 2/3 of the work year is not met.

In the event that any employee retires, resigns, or is honorably dismissed by the Board of Education, the said employee shall have an option of applying any portion of unused sick leave days allowable by law towards credit with IMRF and be compensated for any remaining unused sick leave days. Days applied towards credit with IMRF will not be compensated. All employees will be compensated at a rate of \$30 per day. The payment will be paid to the employee within sixty (60) days after the receipt of their last regular paycheck.

**1.10 Bereavement Days** – Any employee who suffers the loss of an immediate family member by death is entitled to use bereavement days in order to meet family obligations without loss of pay. No employee will be allowed to use more than three (3) bereavement days per incidence for a death of an immediate family member. Immediate family, as defined in the Illinois School Code, shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-laws, brothers-in-laws, sisters-in-laws, and legal guardians. The death of an uncle, aunt, niece, or nephew will qualify for one (1) bereavement day. A party to a civil union would fall under the definition of sick leave / bereavement in the same capacity that a spouse would. If additional days are necessary to meet family



obligations, the employee may use sick leave or personal leave days. These bereavement days will not be allowed to accumulate. No compensation will be given for unused bereavement days. The employee may be asked to submit an obituary or other proof of death within seven (7) days of the said leave.

**1.11 Personal Leave** – The Board will grant each employee three (3) days of personal leave per School Year without loss of pay, provided that:

A. Written advance notice of the necessity for personal leave shall be submitted as soon as possible to the Principal or his/her designee;

B. Personal leave requests related to any of the following must be approved by the Superintendent or his/her designee: The first day or last day of the school year, a school day immediately preceding or immediately following a school holiday (if observed by the employee's work classification), or a school day immediately preceding or immediately following a school vacation or break. The Superintendent (or his/her designee) will review each request individually and will approve or deny the request based on level of emergency, the number of employees requesting the day, and the employee's attendance record. If several requests relate to the same day and such requests are non-emergency in nature and come from employees with similar attendance records, then the days will be approved on a first come, first-served basis.

C. Personal leave days shall only be taken in one-half (1/2) day increments.

A personal day may be used at the discretion of the employee. Any unused personal leave shall be cumulative to a total of four (4) days from year to year. All other unused personal leave days shall convert to sick leave days at the end of each School Year. Upon retirement, resignation, or honorable dismissal, unused personal leave days shall be converted to unused sick leave days.

New employees will receive .25 personal days for each month that they work any day in prior to July 1st of the new work year.

*Example: An employee is hired on March 15th. He/she will be entitled to one (1) personal day upon date of hire. (.25 day each for the months of March through June). Said employee will then receive three (3) personal days on July 1st for the following work year.*

In the event a new form for requesting personal business leave days is needed, the Board will develop the appropriate form in cooperation with the Association.

**1.12 Professional Leave** – The Board may grant one (1) day of professional leave per year to each employee for professional development, provided, however, that:

- A. Prior written approval must be given by the Superintendent for such professional leave;
- B. The professional leave must relate directly to the employee’s duties within this School District; and
- C. Said professional leave shall be non-cumulative and, in the event that any employee does not use their professional leave, said employee shall not be compensated for any unused professional leave days.

In the event that the Board directs an employee to participate in any particular professional conference or meeting, then the Board shall pay the required fees and mileage to and from the location of the conference or meeting and the employee’s home school. Additionally, in the event that the Board directs an employee to participate in any particular professional conference or meeting, then the days so spent shall not be deducted from the number of professional leave days allowed to such employee.

**1.13 Voluntary Early Retirement Program (“VERP”)** – VERP benefits are available to all educational support personnel (full and part-time).

An employee who, at the date of retirement, (a) has a minimum of ten (10) years of service with the District; (b) is at least 55 years of age; (c) meets the participation deadlines set forth below; and (d) holds a position other than that of a bus driver, will be eligible to participate in the District’s Voluntary Early Retirement Program (“VERP”) as set forth below.

Options:

A. In order to participate, the employee that will have a minimum of ten (10) years with the District, must submit an irrevocable letter of resignation to the Board of Education by June 30th, one (1) to four (4) years prior to retirement. The employee shall then be removed from the salary schedule and receive a five percent (5%) increase over his/her previous year’s salary for the last one (1) to four (4) years for his/her regular work duties.

B. In order to participate, the employee that will have a minimum of fifteen (15) years with the District must submit an irrevocable letter of resignation to the Board of Education by June 30th, one (1) to four (4) years prior to retirement. The employee shall then be removed from the salary schedule and receive a six percent (6%) increase over his/her previous year’s salary for the last one (1) to four (4) years for his/her regular work duties.

The 5% or 6% increase in creditable earnings set forth in each option above is for regular work duties only and said increase does not include IMRF creditable earnings for extracurricular duties or any other extra duties (e.g. overtime, ticket-taking etc.). All VERP compensation will begin at the beginning of a fiscal year (July 1). Any employee retiring midyear under the VERP provisions will have the 5% or 6% applied proportionally to that portion of the final year worked. The VERP provisions will apply to no more than four years. An employee will not be assigned to any compensated duty during his/her years

of participation in the plan if it causes an increase of more than 6.0% over the previous year's total IMRF creditable earnings (e.g. coaching, ticket-taking, etc.).

Bus Driver VERP - A bus driver who, at the date of retirement, (a) has a minimum of ten (10) years of service with the District, is at least 55 years of age, and has submitted an irrevocable letter of resignation to the Board of Education regarding his/her intent to retire at some time during the next four (4) years will receive an additional annual payment of \$1,000 upon the completion of that school year (4 years maximum). This amount cannot exceed 6% of their previous year's salary. If it does, the amount will be adjusted to not exceed the 6% IMRF cap.

If an employee uses his/her accumulated sick leave due to the employee's own serious health condition or the serious health condition of the employee's spouse, child or parent during participation in VERP, the employee will be allowed to work up to one additional year without penalty at a frozen salary; provided, however, the employee provides sufficient medical certification to verify the serious health condition.

**1.14 Jury Duty** – Any employee required to report for jury duty will continue to receive their pay. Notice of being summoned to jury duty must be forwarded to the employee's Building Principal within ten (10) days of service of summons. The employee shall report to their Building Supervisor/Principal for assignment when their presence in court is not required.

The employee shall present proof of service on jury duty and the amount of pay received to the Business Office. In consideration of the continuing compensation provided in this paragraph, the employee must reimburse to the Business Office their daily jury pay, except travel expenses, as provided by the appropriate court system.

If a daytime employee reports to court, they do not need to report to their Building Supervisor/Principal until released. Employees that work second shift who are released from court duties before noon need to notify their Building Supervisor for possible work assignment. Third shift employees do not need to work the evening before reporting to jury duty. However, when released from jury duty, third shift employees will notify their Building Supervisor for possible work assignment. (Released from jury duty means no longer required to serve on the jury for that day).

**1.15 Holidays** – The following days will be observed as legal holidays for 12-month employees: Independence Day, Labor Day, Columbus Day, Thanksgiving (2 days), Christmas (2 days), New Year's (2 days), Martin Luther King's birthday, Casimir Pulaski's birthday, Good Friday and Memorial Day. In addition, Veteran's Day and Lincoln's birthday will be observed if they fall on a weekday. In the event Presidents Day is observed instead of Lincoln's birthday, Presidents Day will then be the legal school holiday and observed by the 12-month employees.

In the event that a current legal school holiday is no longer classified as a school holiday or the District uses a current holiday as a pupil attendance day or institute day, the 12-month employees will have a floating holiday to be scheduled during the year. The floating day will be scheduled at the Administration's discretion.

Full-time employees whose compensation is annualized will be entitled to the aforementioned holidays without loss of pay, provided they meet the following requirement:

The employee must work the last scheduled work day before the holiday and the first scheduled workday after the holiday unless such absence is approved by the Superintendent with knowledge of the immediate supervisor;

Regularly-employed part-time employees will not be entitled to paid holidays.

In the case of an emergency or for the continued operation and maintenance of school facilities or property, the District may require School District employees to work on a legal school holiday. Such employees shall receive from their supervisor notice that their presence is required in the School District on a legal school holiday. Such employees shall receive overtime compensation for hours worked that day.

**1.16 Vacations** – 12-month full-time employees will be entitled to vacation days as set forth below. All vacation will be earned and accrued on the basis of the School District’s fiscal year, not the employee’s anniversary date. Vacation days shall only be taken in one-half (½) day increments.

Newly hired employees shall be entitled to vacation days as follows:

For the employee’s first seven (7) months of employment, the employee shall not accrue or take any vacation days. Upon the employee’s completion of the seven (7) month probationary period, the employee will receive one (1) vacation day for each month worked up to the July 1st renewal date. Any day worked during a month will make the employee eligible for a day. These days will be eligible for use on the 1st day after the seven (7) month probationary period.

*Example: Employee A is hired on October 20th. His seven month probationary period ends on May 20th. On May 21st, he will receive 2 vacation days (1 for May and 1 for June) for use before the July 1st renewal period, at which time he will receive an additional 10 days per the terms in the chart below.*

Vacation days will be distributed as follows:

\*Note – New Employees will receive 10 vacation days on the first July 1st date that follows the 7 month probationary period. The employee will be considered employed for one (1) year at this point. Years from this point will always relate to this initial July 1st date.

\*Five years or less: 10 days per fiscal year

Six years – fourteen years: 15 days per fiscal year

Fifteen or more years: 20 days per fiscal year

Vacation time earned must be taken within one year after the fiscal year it was earned. Vacation time not used by this deadline will be forfeited and the employee will not be entitled to compensation therefore.

Those employees wishing to have priority in taking vacation will be required to submit their request for vacation by March 1 of the year prior to the School Year for which vacation is requested. The Superintendent will, within thirty (30) days thereafter, advise the employee as to whether the vacation may be taken as requested.

In the event that conflict between two or more employees exists relative to the scheduling of vacations, seniority will prevail.

Any request for vacation submitted after the March 1 deadline set forth above will be given on a first-come, first-served basis taking into consideration the continuing needs of the Board for the continued operation of an effective educational program. Part-time employees working a 261-day work year or less will not be entitled to paid vacation.

**1.17 Part-Time Educational Support Personnel** – If a part-time employee becomes employed in a full-time educational support personnel position, the accumulated sick time days are prorated into full time sick days for the carry over to full time status. (For example, if a half time ESP earns ten  $\frac{1}{2}$  sick days, he/she would carry over five full sick days)

**1.18 Snow Days/Emergency Closing** – After a snow day or emergency school closing has been announced, 261-day employees, unable to report to work as scheduled, may at their option choose to use a personal day or vacation day.

For any employee for whom the workday is rescheduled, if a leave day has been pre-approved for this day, said employee will not be obligated to use the leave day.

## **ARTICLE II: RIGHTS AND RESPONSIBILITIES**

**2.1 Duty-Free Lunch** – Each employee shall be entitled to a duty-free lunch which shall be no less than thirty (30) consecutive minutes in length.

**2.2 Rest Periods** – The Board will grant each full-time employee two (2) 15-minute rest periods each day, one rest period to be observed in each half of each shift. Full-time employees will also receive one (1) 15-minute rest period when scheduled for or after completion of three (3) consecutive hours of overtime work in addition to the regular workday. This rest period is to be scheduled at the supervisor's discretion.

The District will grant part-time employees, except food service assistants, one (1) 15-minute rest period for each four (4) consecutive hours worked. Food service assistants will receive no rest periods, other than their duty-free lunch set forth in paragraph 2.1; provided, however, that food service assistants will receive one (1) 15-minute rest period when scheduled for or after completion of three (3) consecutive hours of overtime work in addition to the regular workday. The rest period is to be scheduled at the supervisor's discretion. Food service assistants will not be charged for meals eaten during their duty-free lunch at their school's cafeteria.

**2.3 Work Year and Workdays** – The work year and workday for employees will be as follows:

A. Custodians, Groundskeepers, Assistant Groundskeepers, Bus Mechanics, and Assistant Bus Mechanics, will have a 261-work year and an 8-1/2 hour workday, inclusive of their one-half hour unpaid duty-free lunch. However, those custodians assigned to the night shift will, in consideration of their acceptance of the night shift, be compensated for an eight-hour workday, inclusive of their one-half (1/2) hour duty-free lunch. Part-time custodians will have a shorter workday, and/or year, depending upon the needs of the School District.

B. Food Service Assistants: Food Service Assistants will have a work year in accordance with the school lunch calendar adopted by the Board. The normal workday for full-time food service assistants will be five (5) hours, inclusive of their one-half hour unpaid duty-free lunch. Part-time food service assistants will have a shorter workday, depending upon the needs of the School District.

C. Secretaries: Secretaries will have a 210-day work year. Their workday will be 8-1/2 hours in length, inclusive of their one-half hour unpaid duty-free lunch. Part-time secretaries will have a shorter day depending upon the needs of the School District.

D. Bus Drivers: Bus Drivers will have a work year in accordance with the student attendance in the school calendar adopted by the Board. They will also be required to work additional days prior to the commencement of the School Year in order to familiarize themselves with the bus routes established by the Administration. Bus drivers with routes which transport students out of the District may have a longer or shorter work year, depending upon the school calendar adopted by the special education facility to which they transport students. The bus drivers' workday will fluctuate depending upon their length of route, as established in the assignment process set forth in paragraph 2.7 hereof.

E. Teacher Aides: Teacher Aides will have a 175 day work year (174 student days + 1 extra day). The workday for teacher aides will be 7-1/2 hours in length, inclusive of their one-half hour duty-free lunch.

New teacher aides to the District may be required to attend District orientations without compensation. During this orientation time, the Association will be given one-hour period of time within which to acquaint new teacher aides with Association business.

Any hours worked beyond the normal work day will be compensated at the hourly rate found on Pg. 48. These hours must be pre-approved by an administrator.

**2.3.5 Overtime Pay** – Those employees working in excess of forty (40) hours per week will be compensated at the rate of 1.5 times their regular hourly rate for the hours worked and shall receive said compensation within two weeks of the date the overtime was worked. Paid holiday hours, vacation time, and personal leave time will be counted as hours worked for the purposes of determining overtime. Sick leave days shall not be counted as hours worked for purposes of determining overtime pay. All overtime must be pre-approved by the Superintendent or his/her designee.

**2.4 Probationary Employees** – All new employees shall be considered as probationary employees for a period of seven (7) months. The Board shall have the unconditional right to discipline, layoff or discharge any probationary employee during the probationary period without recourse by the Association or use of the grievance procedure set forth in this Agreement by the employee in question.

**2.5 Seniority** – For purposes of this Agreement, seniority shall be defined as the length of an employee's continuous full-time employment with the Board of Education of School District No. 255U. Seniority shall be earned and maintained within each employment classification and shall be computed from the first day of current uninterrupted employment within that classification. The first day shall be defined as the day upon which duties are first performed.

For the purposes of seniority and advancement on the salary schedule, the employee must actually be present and participating in his/her District position for at least 2/3 of their work year. Compensated days shall include sick leave days, personal business days, bereavement days, vacation days, and days used from the sick leave bank. The days of leave under the federal FMLA shall be included as days of participation in their District position. There will be no advancement on the salary schedule if the required 2/3 of the work year is not met.

Part-time employees who work one half (1/2) of the full-time equivalency for employees in their work classification will be able to accrue seniority. The part-time employee will accrue one half (1/2) year of seniority if they work one half (1/2) of their first fiscal year. Employees other than half-time will have seniority pro-rated based on rounding to the nearest ½ year assuming they meet the requirement of working 2/3 of the year.

In the event that the size of the working force of the School District is increased, or an employee seeks promotion from one position to another or transfers from one position to another, seniority shall be one

factor considered, along with other factors including the ability to perform the work required in the new position. The final decision in this regard will lie with the Board of Education upon recommendation of the Superintendent.

An employee shall be considered terminated and lose all rights to seniority under any of the following circumstances:

1. If they quit;
2. If they are discharged for cause;
3. If they are laid off as the result of reduction in force and not recalled within 18 months of the date of said layoff;
4. If they are laid off as a result of reduction in force, subsequently recalled and fails to report for work on the mutually agreed upon date for return to duty; or
5. If they are absent for work two (2) consecutive days without an acceptable excuse, such as sick leave, personal business leave, jury duty or other approved leaves of absence.

In the event that an employee voluntarily transfers from one job classification to another, either through transfer or promotion, then said employee's seniority in the prior classification shall be retained but not accrued, for a period of two (2) calendar years, after which time it will be expired and all seniority rights to prior job classification shall be extinguished. Seniority in the new job classification shall be computed from the first day of current uninterrupted employment within the new classification.

The provisions of this paragraph regarding seniority shall not be construed to grant educational support personnel the benefits of continued contractual service or tenure as that term applies to teachers.

**2.6 Reductions in Force – Seniority** – In the event that the Administration of the School District deems it necessary to reduce the number of employees in the District due to decreased enrollment, lack of funds or other reasons, the Superintendent or his designee shall advise the Association prior to any official action on the part of the Board and prior to any public announcement. The Association shall be afforded an opportunity to provide the Administration of the District with alternatives to such reduction in force within seven (7) calendar days of said advice. Thereafter, should the Board deem it necessary to reduce the educational support force within this School District, then the Board shall retain those employees with the most seniority in the particular employment classification in which said employees are qualified to work. In the further event that seniority between two or more employees within the particular job classification is equal, then the Board shall retain those employees with the greatest number of days of substitute service in the year immediately preceding their first year of continuous uninterrupted service. All further ties shall be determined by drawing lots.

In the event that an employee is laid off as a result of a reduction in force and subsequently recalled for duty, the employee so recalled must contact the Superintendent within five (5) workdays of receipt of notice of recall in order to arrange a mutually agreed upon return to work date. Failure of the



employee to contact the Superintendent within five (5) workdays will be deemed forfeiture of all recall rights and seniority rights.

**2.7 Notice of Assignments** – Employees, with the exception of bus drivers, will be given notice of any change in their assignments for the forthcoming work year at least 30 days prior to the date when duties for the new assignment are to be assumed. The assignment shall include building and duties assumed. In the event a change in an employee’s assignment is thereafter deemed necessary, in the exercise of the Board’s discretion, then the employee shall be notified of the change as promptly as circumstances permit and thereafter shall have the opportunity to discuss the reassignment with their immediate supervisor.

Route assignments are the responsibility of the Assistant Superintendent for Operations. Route assignments will be provided at such time as the School District has been able to reasonably establish the bus routes for the forth coming year. Whenever possible, seniority will be used as the determining factor for assignment.

All routes will be rebid at the beginning of each new school year.

In the event that a route is added or a vacancy occurs due to retirement, reassignment, resignation or dismissal and the vacancy occurs before March 1, the route will be posted for reassignment for the remainder of that year. If after March 1, the vacated route may be filled with a substitute driver for the remainder of the year and then posted and reassigned for the following school year if necessary. In the event a route is eliminated, the driver may be reassigned. Whenever possible, seniority will be used as the determining factor for reassignment.

During the life of this contract, if the Administration deems it necessary, drivers may be given written notice with reason and reassigned to a different route. In the event a driver is reassigned or changes routes for any reason the drivers pay will be determined by the driving time of the new route.

The length of the regular route is the hours they drive while transporting student to and from school anytime during the year excluding extracurricular runs. Driving time will be submitted by the driver upon request by the Director of Transportation and is subject to verification. That portion of the salary is determined by multiplying the driver’s time by an hourly rate (See Pg. 52).

All drivers that drive any run other than a routine assigned route will be paid at the Extra Run rate (See Pg. 52). Any regular driver that substitutes for another driver’s daily route will be paid at their normal hourly rate.

### **2.7.5 – Right of Assignment**

A. The District retains the “right of assignment” for placement of personnel within certified/non-certified areas. Note: This allows for movement of staff with proper qualifications between schools within the District and between positions within an individual building.

B. The District Athletic Director(s) have the right of assignment with regards to sports specific coaching placement provided:

1) A coach who is reassigned to a different level or position (i.e. from a freshman coach to an assistant varsity coach) is reassigned to the same sport they have already been hired to coach.

2) A coach who is reassigned to a different level or position is reassigned to coach in the same building they have already been hired to coach (i.e. middle school coaches can be reassigned to middle school positions within the same sport, and high school coaches can be reassigned to high school positions within the same sport).

3) Head coaches will be consulted regarding coaching openings and appointments.

**2.8 Notice of Vacancies** – Notices of all vacancies shall be placed in the “job postings” section of the District’s SharePoint site and an email notification of this posting sent to all Association members via the District’s email accounts. In addition, during the summer months, all employees currently registered shall be notified of vacancies via the District’s mass alert system. Such vacancy notices shall describe the job classification, type of work, location of work, length or workday and work year, starting date and rates of pay.

If, at the time of filing a RCEA educational support personnel position, the number of hours changes, then the vacancy shall be reposted for in-house consideration.

It will be the intent of the School District to fill existing vacancies by utilizing District seniority whenever feasible and reasonable according to the judgment of the School Board.

It will be the intent of the School District to fill extending hours by utilizing building seniority whenever feasible and reasonable according to the judgment of the School Board.

If, in the opinion of the School Board or the Reed-Custer Education Association, a significant change in job responsibilities occur, the Administration and Reed-Custer Education Association will discuss the ramifications of the changes to discuss whether the new responsibilities warrant advertising a vacancy.

**2.9** \* \* This paragraph intentionally left blank. \* \*

**2.10 Review of Personnel File** – Each employee shall have the right, upon request, to review the contents of their personnel file and may, upon request, secure one photocopy of the documents contained therein without charge. These copies shall be initialed by the employee and an administrator or administrative secretary. Additionally, educational support personnel shall receive a photocopy of any document placed in their personnel file, excluding those items required by law or regulation (e.g.

transcripts, medical records/documentation, copies of certifications, etc.) and may, within thirty (30) days of such placement, respond in writing thereto, which response shall be attached to the said document. Each educational support employee's file will contain a log which will set forth the name of those individuals reviewing that personnel file, the authorization for said review, the date and time of said authorization for said review, the date and time of said review and the purpose for said review; provided, however, that members of the Central Administration of the School District will not be required to annotate their review of the personnel file.

After a document has been in an employee's personnel file for a period of two (2) years, the employee will have the right to request that the Board remove said document there from. The decision whether to remove said document shall lie with the Board of Education, in its continuing discretion, which decision shall not be subject to the grievance procedure provided in this agreement.

**2.11 Right of Representation** – When an employee is required to appear before the Board, the Superintendent, and/or any District administrator concerning any matter which may adversely affect his or her employment relationship, the employee shall be entitled, upon request, to have a representative of the Association present. Furthermore, when an employee is required to appear before the Board concerning any matter which may adversely affect their employment relationship, said employee shall be advised in writing of the reasons for the requirement, as well as said employee's right to representation as provided herein.

**2.12 Evaluations of Educational Support Personnel** – The Board has, in cooperation with the Association, developed a Plan of Evaluation of Educational Support Personnel. All parties will adhere to the procedures and timelines as stated in the evaluation plan.

**2.13 Maternity/Child Care Leave** – Upon written request submitted to the Superintendent by an employee, at least ninety (90) days before the leave is to begin (unless exceptions are granted by the Superintendent), the Board shall grant maternity/child care leave without pay under the following conditions:

A. Maternity/Child care leave applies to new born babies or newly adopted children under the age of four (4) years; provided, however, that exceptions to this age limitation for adoptions will be granted should the rules and regulations of a duly licensed adoption agency so require.

B. Maternity/Child care leave shall be for a period of up to one year, which period shall be mutually agreed upon by the employee and the Superintendent. If additional child care leave beyond the period agreed to is necessary, the employee shall present in writing a request for such extension, listing reasons for the said request. An extension request will be considered on an individual basis and determined in the discretion of the Superintendent.

C. While using the Family Medical Leave Act, an employee on maternity/child care leave may keep their group health insurance coverage provided for in paragraph 1.8 in effect by paying the required insurance contribution as stated in paragraph 1.8.

After using the Family Medical Leave Act, an employee on maternity/child care leave pursuant to this paragraph 2.13 may keep their group health insurance in effect by paying the full insurance premium to the District during the leave period. The District will make no contribution toward health insurance premiums during the leave period.

D. For the purposes of seniority and advancement on the salary schedule, the employee must actually be present and participating in the District for at least 2/3 of their work year. Compensated days shall include sick leave days, personal business days, bereavement days, vacation days, and days used from the sick leave bank. The days of leave under the federal FMLA shall be included as days of participation in the District. There will be no advancement on the salary schedule if the required 2/3 of the work year is not met.

E. In the event that an employee intends to return from maternity/child care leave, the employee must advise the Superintendent of said intent at least ninety (90) days prior to the scheduled return to work date.

F. All maternity leaves will be granted with the full understanding that the employee may be assigned to any position for which they are qualified upon completion of said leave. Consideration shall be given to returning the employee to their former position.

**2.14 Leave of Absence Without Pay** – Leave of absence without pay for health or professional study may be granted to an employee by the Board for a period of one year or less upon recommendation by the Superintendent.

An employee desiring a leave of absence shall notify the Superintendent in writing of their desire to take such leave at least ninety (90) days prior to the date on which the leave is requested to begin. Exceptions to the notice requirement may be granted by the Superintendent should the Superintendent deem appropriate.

Any employee on leave of absence without pay may keep their insurance in effect by paying the full insurance premium to the District during the leave period. The District will make no contribution toward health insurance premiums during the leave period.

All leaves of absence shall be granted with the full understanding that the employee may be assigned to any position for which they are qualified upon completion of leave. Consideration shall be given to returning the employee to his or her former position.

The Board, in its sole discretion, may extend leave for an additional year upon written request from the employee.

For the purposes of seniority and advancement on the salary schedule, the employee must actually be present and participating in the District for at least 2/3 of their work year. Compensated days shall include sick leave days, personal business days, bereavement days, vacation days, and days used from the sick leave bank. The days of leave under the federal FMLA shall be included as days of participation

in the District. There will be no advancement on the salary schedule if the required 2/3 of the work year is not met.

In the event that an employee intends to return from an unpaid leave, the employee must advise the Superintendent of said intent at least ninety (90) days prior to the scheduled return to work date.

If the Board grants a year-long leave, the employee may not be allowed to return to work until the start of the next school year.

Failure of an employee to notify his or her Supervisor of his or her intent to return, according to the provisions of this paragraph 2.14, shall be considered as a resignation. Exceptions to the notice requirement may be granted by the Superintendent should they deem appropriate.

An employee on leave of absence retains any unused accumulated sick leave, usable upon return to regular employment, but does not earn additional sick leave until the employee returns to service. In the event that an employee works a portion of a year prior to being granted a leave of absence, they shall earn a prorated amount of unused sick leave days for the time worked.

**2.15 Subcontracting** – The Association acknowledges that the decision to subcontract work currently being performed by District employees is one which inherently lies in the managerial capacity of the Board. In the event the Board deems necessary to make the decision to subcontract work currently being performed by members of the School District’s educational support personnel, it will notify the Association a minimum of twelve (12) months prior to the intended implementation of any such decision and will negotiate with the Association over the impact which such decision will have on wages, hours, and other terms of employment of its current educational support staff.

**2.16 Workers’ Compensation Leave** – Days on workers’ compensation leave shall not count as days worked for purposes of length of continuing service/seniority with the District only. Employees on workers’ compensation leave shall retain, but not accrue, sick leave days, personal days, vacation days, and professional leave days during their workers’ compensation leave, subject to the limitations set forth in paragraphs 1.9, 1.10, and 1.11 herein.

For the purposes of seniority and advancement on the salary schedule, the employee must actually be present and participating in the District for at least 2/3 of their contract days. Compensated days shall include sick leave days, personal business days, bereavement days, vacation days, and days used from the sick leave bank. The days of leave under the federal FMLA shall be included as days of participation in the District. There will be no advancement on the salary schedule if the required 2/3 is not met.

While on worker’s compensation leave, an employee may keep his or her group health insurance coverage provided for in paragraph 1.8 in effect by paying the required employee insurance contribution to the District.

**2.17 Custodial Extracurricular Events** - A rotational system will be implemented utilizing two (2) seniority lists for assigning custodian(s) to work extracurricular events outside of their normal work schedule. The rotational system is designed to allow all custodians an equal opportunity to work and/or be assigned for extracurricular events. The first seniority list will be utilized for requesting custodian(s) to work extracurricular events. This list will be based on seniority beginning with the highest senior custodian to the lowest. Example, the custodian(s) having the most seniority would get the first opportunity to work the extracurricular event. If that custodian(s) accepted the request, then that custodian(s) would be moved to the bottom of the list and rotate up the list for future events, allowing the next senior custodian(s) to have an opportunity to work events. If the custodian(s) rejected to work the extracurricular event, the custodian(s) would remain at the top of the list until such time that they elect to work an event. Based on seniority, newly hired custodial employees would be placed at the bottom of the rotational list for assignment purposes.

The second seniority list will begin with the lowest senior custodian at the top of the list. This list will be utilized in the event no custodians accepted to work an extracurricular event. If that is the case, the custodian(s) at the top of this list would be assigned the event. Upon being assigned an event, that custodian(s) would move to the bottom of the list and rotate up before being assigned to another event. Based on seniority, newly hired custodial employees would be placed at the top of the list for rotational purposes. Based on seniority, newly hired custodial employees would be placed at the top of the rotational list for assignment purposes.

The Director of Maintenance and Director of HVAC will work uniformly to accurately maintain both lists. Both lists will be provided to the support staff union representative. Any time either list is updated, the support staff union representative will be provided with the updated list(s). In the event a substitute custodian is utilized to work an extracurricular event the list would not change, as substitute custodians are not members of the union. Union custodial members must be given first opportunity to work extracurricular events prior to providing substitute custodians an opportunity.

**2.18 Transportation Extracurricular Runs** - A rotational system will be implemented utilizing two (2) seniority lists for bidding and/or assigning drivers for extracurricular runs. The rotational system is designed to allow all drivers an equal opportunity to bid and/or be assigned for extracurricular runs. The first seniority list will be utilized for bidding extracurricular runs. This list will be based on seniority beginning with the highest senior driver to the lowest. Example, the driver having the most seniority would get the first opportunity to bid an extracurricular run. If that driver bids on the run that driver would then be moved to the bottom of the list and rotate up the list for bidding future runs, allowing the next senior driver an opportunity to bid a run. If a driver foregoes bidding a run during their turn, the next driver on the list would be presented the opportunity to bid the run and so on until the run is bid. The driver(s) who declined to bid a run when given the opportunity would remain in place on the bid list until such time that they bid a run and would then be moved to the bottom of the list. Based on seniority, newly hired bus drivers will be placed at the bottom of the rotational list for assignment purposes.

The second seniority list will begin with the lowest senior driver at the top of the list. This list will be utilized in the event no bids are made on an extracurricular run. If that is the case, the driver at the top of this list would be assigned the extracurricular run. Upon being assigned that run, that driver would move to the bottom of the list and rotate up before being assigned to another run. Based on seniority, newly hired bus driver employees would be placed at the top of the rotational list for assignment purposes.

The Transportation Scheduler is responsible for accurately maintaining both lists. Both lists will be provided to the support staff union representative. Any time either list is updated, the support staff union representative will be provided with the updated list(s). In the event a substitute bus driver is utilized to work an extracurricular event the list would not change, as substitute bus drivers are not members of the union. Union bus driver members must be given first opportunity to work extracurricular runs prior to providing substitute bus drivers an opportunity.

## **PART IV ASSOCIATION RIGHTS**

### **ARTICLE I**

**1.1 Meetings, Notices and Information** – The Board shall make available in each school building, in the faculty work room and other rooms for employee notices, a bulletin board for official notices of: (i) Association activities; and (ii) matters of Association concern.

The Association shall have the right to use the teachers' and employees' mailboxes in each school building for communications to teachers and employees provided, however, that the Association shall designate an individual in each building who will assume the responsibility for the distribution of such communications and who will advise the Building Principal when such distribution occurs.

Duly-authorized representatives of the Reed-Custer Education Association shall have the right to transact official Association business on school property at reasonable times, provided such times do not affect the normal school schedule or operation thereof. For purposes of this paragraph, reasonable times shall be deemed to mean either before or after the scheduled school day and during the teachers' or employees' duty-free lunch period.

The Association and its representatives shall have the right to use school buildings for meetings of the Reed-Custer Education Association, so long as the Association secures prior approval from the Superintendent or his designee through submission of a building usage request and so long as the requested usage does not interfere with previously scheduled activities in said school buildings.

**1.2 Association Matters – Board Agenda** – The Administration of the School District will place on the agenda of each regular Board meeting any matters brought to its attention for the Board's consideration by the Association as long as the matters are submitted in writing to the Superintendent's Office by 4:00 p.m. at least twelve (12) days before the Board meeting in question. The Association will be allowed a reasonable period of time to speak to these matters at said Board meeting.

**1.3 Board Meeting – Notification to Association** – The President of the Association and designated Association representatives will be given written notice and an agenda of any regular or special meeting of the Board at such time as said notice and agenda is distributed to members of the Board.

**1.4 Board Minutes – Distribution to Association** – Copies of Board minutes detailing the actions of the Board of Education in open session shall be posted on the District website upon approval by the Board. At the same time as posting the minutes, an electronic copy of the minutes will be emailed to the Association President. Any synopsis of the Board of Education's actions that are distributed to the media, shall also be distributed to the President of the Association. The Association shall have no right to minutes of executive or closed sessions of the Board of Education.



**1.5 New Teachers and Employees – Names and Addresses** – The names and addresses of newly-hired teachers and employees will be provided to the Association within fourteen (14) days after their hiring by the Board.

**1.6 Association Leave** – During the school year, the Board will grant the Association six (6) days of Association leave per year for the purpose of sending representatives to local, state or national conferences or on other business pertinent to Association affairs; provided, however, that no individual employee shall be allowed any more than two (2) such days per year and no more than two (2) days shall be taken by the Association consecutively. All requests shall come from the RCEA president. Due to the size of the Association, three (3) employees may be elected as representatives to the state conference. In the event two (2) additional days are needed, the Association will pay for one-half (0.50) the substitute's rate for those two (2) days. If any employee is elected or appointed to a Region, IEA, or NEA position, he/she will be allowed any amount of leave days required for that purpose; provided, however, that the Region, IEA, or NEA pays the cost of needed substitutes.

During the summer vacation, the Board will grant the Association a maximum of ten (10) days of Association leave per summer vacation for the purposes of sending representatives to state and national conferences with a maximum of two (2) employees at the same period of time. The Association will reimburse the District for the equivalent of one-half (0.50) of substitute pay for the individuals if a substitute is needed. The summer Association leave is intended for educational support personnel only.

The Board will grant the President of the Association release time of one day per month with a maximum of nine (9) days per year for the performance of the duties of the office. There will be no reimbursement necessary from the RCEA to the Board for these days.

**1.7 Fair Share** – All employees covered by this Agreement who elect fair share shall, commencing on the effective date of this Agreement, or thirty (30) days following the commencement of their employment, whichever is later, pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues. The agreement will follow the IELRB fair share procedures. In the event that a bargaining unit member does not pay his/her fair share fee directly to the Association within the time specified above, the Board shall cause to have the fair share fee deducted from the wages of the employee. Such fees shall be paid to the Association by the Board no later than ten (10) days following the deduction.

If an employee has objections to fair share payments to the Association based upon bona fide religious tenets or a teaching or a church or religious body of which the employee is a member, the fair share payment will be made to a non-religious charitable organization mutually agreed upon by the employee and the Association. If the employee and the Association are unable to reach an agreement on the matter, the list of approved charitable organizations established by the Illinois Educational Labor Relations Board will be used. The Association shall indemnify and hold harmless the Board of Education, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability that shall arise out of complying with the above provisions of

this paragraph 1.7., or in reliance on any list, notice, certification, affidavit or reassignment furnished under any such provisions

**1.8 School Calendar** – The Board and the Superintendent will accept input from the Association regarding the school calendar, but the final authority for the adoption of the school calendar rests with the Board of Education.

**1.9. Just Cause Discipline - Employee Discipline/Discharge Procedures**

It shall be the responsibility of the Building Principal or immediate supervisor to hold a conference to advise an employee of deficiencies of assigned work. An employee shall have union representation at all discipline and discharge meetings.

The Board of Education will not discipline or discharge any non-probationary/tenured employee without just cause and will use a progressive discipline procedure. This will not prevent the Board from taking immediate action for unusual or severe circumstances.

Disciplinary action will be progressive, and except for gross misconduct, in accordance to the following schedule. The sequence and necessity for the following steps will be determined by the Superintendent, with input from appropriate Administration, depending upon the circumstances of each case.

1. First Written Warning: A written record of the conference, including the deficiencies and signatures of both parties, will be given to the employee and a copy will remain in said employee's building.
2. Second Written Warning: A second written warning, including the deficiencies and signatures of both parties, will be given to the employee and a copy will be placed in the said employee's personnel file.
3. Suspension With or Without Pay (per Board Policy): Suspension shall be preceded by a hearing before the Superintendent in which the employee shall be given reasons and evidence which supports the suspension and the opportunity to respond. Written reasons and supporting evidence shall be provided to the employee as soon as reasonable. No employee shall be suspended without just cause, except when the suspension is with pay for investigatory purposes. If an employee is suspended without pay, the suspension shall be subject to the grievance procedure. There is no limit to the suspension period, of which will be determined by the Board of Education and the Superintendent.
4. Discharge.

The employee may request, in writing, that the written warnings in his or her personnel file be removed after two (2) years.

## **PART V GRIEVANCE PROCEDURE**

### **ARTICLE I**

#### **1.1 Definitions**

A. Any claim by the Association or an employee that there has been a violation, misrepresentation or misapplication of the terms of this Agreement shall be a grievance.

B. All time limits contained herein shall consist of calendar days and shall be computed by excluding the first day and including the last, unless the last day is Saturday or Sunday or a legal holiday and then it shall also be excluded.

**1.2 Procedures** – The parties hereto acknowledge that it is usually most desirable for an employee and his or her immediately involved supervisor to resolve problems through free and informal communications. When requested by the employee, an Association representative may accompany him or her to assist in the informal resolution of the grievance. If, however, the informal process fails to satisfy the employee or the Association, a grievance may be processed as follows:

A. The employee or the Association may present the grievance in writing, within twenty-one (21) days of the date of the event giving rise to the grievance, to the immediately involved supervisor, which grievance shall state the part, article, section and clause of this Agreement alleged to be violated, misrepresented or misapplied and which grievance shall further state the remedy which is sought. The immediately involved supervisor will arrange with the grievant and, if requested, the Association's representative, for a meeting to take place within seven (7) days of the receipt of the grievance. Within seven (7) days of the meeting, the grievant and the Association shall be provided with the supervisor's written response

B. If the grievance is not resolved at Step 1.2.A, then the grievant or the Association may refer the grievance to the Superintendent or his officially designated representative within seven (7) days after receipt of the Step 1.2.A answer or within fourteen (14) days after the Step 1.2.A meeting, whichever is later. The Superintendent shall arrange with the grievant and, if requested, the Association representative, for a meeting to take place within seven (7) days of the Superintendent's receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counsel as it deems necessary. Within seven (7) days of the meeting, the grievant and the Association shall be provided with the Superintendent's written response.

C. If the Association is not satisfied with the disposition of the grievance at Step 1.2.B. or the time limits expire without the issuance of the Superintendent's written reply, the grievance may be submitted to final and binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association, which shall act as the Administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days of the date for Step 1.2.B., then the grievance shall be deemed withdrawn.

1. Neither the grievant nor the Association shall be permitted to assert any grounds or evidence before the Arbitrator which were not previously disclosed to the immediately involved supervisor and the Superintendent. Similarly, neither the Board nor its Superintendent shall be permitted to assert any grounds or evidence before the Arbitrator which were not previously disclosed to the grievant or the Association.

2. The Arbitrator shall have no power to alter the terms of this Agreement.

3. Each party will pay its own costs of representation and the cost of a transcript of the arbitration proceedings, if requested.

**1.3 Bypass to Superintendent** – If the Association and the Superintendent agree, Step 1.2.A. of the grievance procedure may be bypassed and the grievance brought directly to Step 1.2.B.

**1.4 Bypass to Arbitration** – If the Superintendent and the Association agree, a grievance may be submitted directly to arbitration.

**1.5 Class Grievance** – Class grievances involving one or more employees, or one or more supervisors, and grievances involving an administrator above the building level, may be initially filed by the Association at Step 1.2.B.

**1.6 Association Participation – Grievant Represented** – The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any level, and no teacher or employee shall be required to discuss any grievance if the Association's representative is not present.

**1.7 Association Participation – Grievant Not Represented** – When an employee is not represented by the Association, the Association shall have the right to have its representative present to state its views at any stage where the grievance is to be adjusted.

**1.8 Released Time** – Should the processing of any grievance require that the grievant or the Association representative be released from his or her regular assignment, then he or she shall be released without loss of pay or benefits.

**1.9 Filing of Materials** – All records related to a grievance shall be filed separately from the personnel files of the participant.

**1.10 Grievance Withdrawn** – A grievance may be withdrawn at any level without establishing precedent.

## **PART VI EFFECT OF AGREEMENT**

**1.1 Complete Understanding** – 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 subject or matter not removed by law or by specific agreement of the parties, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions contained herein may be modified only through the written mutual consent of the parties.

**1.2 Savings Clause** – Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, then said article, section or clause shall be deleted here from, but the remaining articles, sections and clauses shall remain in full force and effect.

**1.3 Term of Agreement** – The agreement shall be effective July 1, 2017 and shall continue in effect until June 30, 2021.

**1.4 No-Strike Provision** – During the term of this Agreement, no employee, nor the Association, nor any person acting on behalf of the Association shall ever or at any time engage in, authorize, or instigate any strike, slow down, or other refusal to render full and complete services to the Board, or any activity whatsoever which would disrupt in any manner in whole or in part the operation of the School District.

In the event that any employee engages in any unlawful strike, then said employee shall be subject to discipline as determined appropriate by the Board.

**1.5 Management Rights** – It is expressly understood and agreed that all functions, rights, powers or authority of the Administration of the School District and the Board of Education which are not specifically limited by the express language of this Agreement are retained by the Board, provided, however, that no such right shall be exercised so as to violate any of the specific provisions of this Agreement.

**1.6 Implementation of Agreement** – The Administration and the Association may meet when deemed necessary for the purpose of discussing the implementation of this Agreement and problems which arise.

## Part VII Compensation

### Salary Schedule – Certified Staff

Note: VERP employee salaries will be based upon the appropriate VERP language in this contract.

	2017-2018									
	2018-2019									
	2019-2020	Certified Staff Schedule A								CAS
	2020-2021									DB MS
	BS	BS+8	BS+16	BS+24	MS	MS+8	MS+16	MS+24	MS+32	
Off Schedule Bonus	1%	1%	1%	1%	1%	1%	1%	1%	1%	
22					68035	70097	72158	74219	76283	2.5% increases by step
21					66376	68387	70398	72409	74422	
20					64757	66719	68681	70643	72607	
19					63178	65092	67006	68920	70836	
18				59769	61637	63504	65372	67239	69108	
17				58311	60133	61955	63777	65599	67423	
16			55112	56889	58667	60444	62222	63999	65778	
15		52032	53767	55502	57236	58970	60704	62438	64174	
14	49071	50763	52456	54148	55840	57532	59224	60915	62609	
13	47874	49525	51177	52827	54478	56128	57779	59430	61082	
12	46706	48317	49928	51539	53149	54759	56370	57980	59592	
11	45567	47138	48711	50282	51853	53424	54995	56566	58138	
10	44456	45989	47523	49055	50588	52121	53654	55186	56720	
9	43372	44867	46363	47859	49354	50850	52345	53840	55337	
8	42314	43773	45233	46692	48150	49609	51068	52527	53987	
7	41282	42705	44129	45553	46976	48399	49823	51246	52670	
6	40275	41663	43053	44442	45830	47219	48608	49996	51386	
5	39293	40647	42003	43358	44712	46067	47422	48777	50132	
P4	38334	39656	40979	42300	43622	44944	46265	47587	48910	
P3	38084	39406	40729	42050	43372	44694	46015	47337	48660	
P2	37834	39156	40479	41800	43122	44444	45765	47087	48410	
P1	37584	38906	40229	41550	42872	44194	45515	46837	48160	
P: Probationary										

**CO-CURRICULAR SALARY SCHEDULE B: GRADUATING STIPENDS**

- A HS- HEAD: Band, Baseball, Basketball, Football, Soccer, Softball, Speech, Track, Volleyball, Wrestling, Competitive/Basketball Cheerleading, Golf, Assistant Athletic Director
- B HS – Cheerleading (Football)  
HS - ASSISTANT: Band, Baseball, Basketball, Football, Softball, Speech, Track, Volleyball, Wrestling, Soccer
- C MS - HEAD: Band, Baseball, Basketball, Softball, Track, Volleyball, Wrestling, Cheerleading
- D HS - Chorus, Musical (3 Total – Director, Music Director, Pit Director), Play Director, Yearbook, Assistant Golf, Head Bass Fishing  
MS - ASSISTANT: Band, Baseball, Basketball, Softball, Track, Volleyball, Wrestling
- E HS - HEAD: Color Guard, Math, Scholastic Bowl  
District - Auditorium Director  
MS- Chorus, Yearbook  
ES - Yearbook
- F HS- Student Council, Play Set Designer / Builder, Musical Set Designer / Builder,  
ASSISTANT: Cheerleading, Math, Scholastic Bowl, Bass Fishing  
MS Play Director, Scholastic Bowl, Colorguard
- G HS National Honor Society  
MS Head Math, Student Council, Speech, Spelling  
ES Intramural Coordinator, Speech
- H MS Honor Society

Co-Curricular	<i>Experience to be determined by the Superintendent or Athletic Director upon employment.</i>										
	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8	Level 9	Level 10	Level 11
A	3,881	4,075	4,269	4,464	4,657	4,851	5,045	5,240	5,433	5,822	6,016
B	3,018	3,170	3,320	3,471	3,622	3,774	3,924	4,075	4,226	4,528	4,679
C	2,803	2,943	3,084	3,223	3,364	3,504	3,643	3,784	3,924	4,204	4,345
D	1,941	2,038	2,134	2,232	2,328	2,426	2,523	2,619	2,717	2,910	3,008
E	1,294	1,358	1,423	1,487	1,552	1,617	1,681	1,747	1,811	1,941	2,005
F	1,078	1,132	1,186	1,239	1,294	1,348	1,401	1,456	1,509	1,617	1,671
G	862	905	948	991	1,035	1,078	1,122	1,165	1,208	1,294	1,337
H	647	680	711	744	776	809	841	873	905	970	1,003

1% for those off the schedule (annually)

In placing a current assistant coach on the salary schedule, half the years as assistant coach count toward placing the coach on the salary schedule as a head coach.

Stipends may be split at the discretion of the superintendent following discussions with the head coach.

**Non-Graduating Stipends**

I	HS - 11th Grade Sponsor -	\$1085
	MS - 8th Grade Sponsor -	\$1085
J	HS - 12th Grade Sponsor -	\$865
K	HS - 9th & 10th Grade Class Sponsors -	\$780
	MS - Newspaper -	\$780
	EL - Read-A-Thon -	\$780
L	HS/MS - Board Sanctioned Clubs, WYSE, Recycling - \$720	
M	Boat Usage: Entered fishing contest -	\$200 per boat.

Reed-Custer Teacher Leaders : A \$500 annual stipend will be paid to the Team Leader for the following teams: Kindergarten, 1st Grade, 2nd Grade, 3rd Grade, 4th Grade, 5th Grade, Encore, 6th Grade, 7th Grade, 8th Grade, and the following high school content areas: ELA, World Language, Social Science, Math, Science, CTE, PE, Fine Arts, and Special Education. These positions will be appointed by the Assistant Superintendent of Teaching and Learning or his/her designee.

It is understood that this stipend is for responsibilities that occur outside of the normal contracted work day (not to exceed 20 hours per school year).

Teacher Mentors (to be chosen by the building principal) - \$765 annually

**Hourly Rates**

Note: Payment for Hourly stipends must be approved by an administrator. Additional assignments not listed will be paid at a rate determined by the Administration.

Detention Supervision (HS/MS) & Teacher Aide Extra Hours	\$20 per hour
Guidance Counselor & District Psychologist	\$29 per hour
Summer School Instruction	\$30 per hour
Curriculum Development, Social Worker, Librarian, & Internal Substitution	\$26 per hour

The compensation for approved (non-stipend) events and activities (e.g. math meet proctors, scholastic bowl readers, speech meet helpers, etc...) and special events such as all day tournaments (e.g. Braidwood Shootout, etc...) shall be: \$15 per hour

The compensation for auditorium workers who are needed beyond the scope of the auditorium director's responsibilities and for District Webmaster hours outside of the normal work day shall be: \$25 per hour

The compensation for workers helping with a musical or play shall be: \$25 per hour

NOTE: There is a 30-hour maximum per show that can be divided upon workers.



**Additional Stipends:**

Note: Workers for events listed in this section may be filled with volunteers.

The stipend for all athletic contests excluding football and track shall be:

Single Game:	\$30
Double Game:	\$60
Triple Game:	\$75

The stipend for workers at track meets shall be:

Dual Meet:	\$40
Triangular or larger:	\$60

The stipend for workers at football games shall be:

2 game minimum:	\$75
Single game:	\$35

The stipend for Fan Bus Chaperone shall be:

Under 20 miles:	\$25
20-30 miles:	\$35
Excess of 30 miles:	\$50

The stipend for the Driver of Minibus or Van for a sponsored Schedule B co-curricular participatory event or in-district travel shall be:

In-District Transportation: (e.g. Practice between buildings)	\$10
30 miles or less	\$30
Excess of 30 miles:	\$40

**Teaching Overload Provision:**

The teaching overload will be in a 45-50 minute teaching period at all grade levels. A teacher overload is at the option of the teacher. The teacher will be allowed to teach only one yearlong overload class. The overload class would ordinarily be during the teacher's planning period but could be before or after school.

The reimbursement for teaching an extra 45-50 minute daily class will be ten percent (10%) of the teacher's salary per the salary agreement negotiated between the Association and the Board of Education or \$3800 (whichever is greater). This yearly amount will be prorated for a half-year or nine-week class.

### **Educational Support Staff Compensation**

Note: VERP employee salaries will be based upon the appropriate VERP language in this contract.

#### **Food Service**

All current food service personnel will receive a 2.5% increase over their previous year's salary for each year of this agreement.

New food service personnel will be hired at the following hourly rate: \$13 per hour  
(with the negotiated increase each year that follows)

#### **Custodians**

All current custodians will receive a 2.5% increase over their previous year's salary for each year of this agreement.

New custodians will be hired at the following hourly rate: \$15.25 per hour  
(with the negotiated increase each year that follows)

#### **Secretaries**

All current secretaries will receive a 2.5% increase over their previous year's salary for each year of this agreement.

New secretaries will be hired at the following hourly rate: \$15.25 per hour  
(with the negotiated increase each year that follows)

#### **Assistant Grounds**

All current assistant grounds workers will receive \$18.50 per hour for 2017-2018 and will receive a 2.5% for each of the next three years of this agreement.

New assistant grounds will be hired at the following hourly rate: \$16 per hour  
(with the negotiated increase each year that follows)

#### **Head Grounds**

Head Grounds will be paid an annual salary of \$58,000 for 2017-2018 and will receive a 2.5% increase for each of the next three years of this agreement. Salary for a new Head Grounds will be determined by the Superintendent. Head Grounds will receive an annual \$1200 stipend for coordinating all snow/ice removal during the winter months.

#### **Head Mechanic**

The Head Mechanic will be paid an annual salary of \$65,000 for 2017-2018 and will receive a 2.5% increase for each of the next three years of this agreement. Salary for a new Head Mechanic will be determined by the Superintendent.

### **Assistant Mechanic**

If an assistant mechanic position is created, the starting salary will be determined by the Superintendent.

### **Teacher Aides**

All current teacher aides will receive \$143 per day for 2017-2018 and will receive a 2.5% increase for each of the next three years of this agreement.

New teacher aides will be hired at the following daily rate: \$135 per day  
(with the negotiated increase each year that follows)

### **Bus Drivers**

Bus drivers hired before 7/1/09 will receive a 2.5% increase over their previous year's salary for each year of this agreement.

All other bus drivers will receive \$17 per hour during 2017-2018 and will receive a 2.5% increase for each of the next three years of this agreement.

All drivers will receive pay for 30 minutes per day beyond their normal route. This portion of the drivers' salary is compensation for attending transportation/safety meetings, completing required pre-trip and post-trip inspections, fueling duties, maintaining a clean bus, and route familiarization/updating.

All new drivers will be hired at \$17 per hour. Experience may be compensated at 1.5% per year.  
*Example: A driver with 3 years of experience is hired. This driver may be paid  $\$17 \times 1.015 \times 1.015 \times 1.015 = \$17.78$  per hour.*

No driver will be paid less than \$60 per day (exclusive of the extra 30 minutes mentioned previously) if assigned to a normal daily route on a continual basis (not substituting).

*Example: A driver in his/her 3rd year of service has a 3 hour per day route. This would equate to  $3 \times \$17 = \$51$  per day. The driver would be paid \$60 per day plus the extra 30 minutes.*

Longevity Stipend: The longevity chart is removed from this contract. Any driver who received a longevity stipend of \$3,000, \$4,000, or \$5,000 during the 2016-2017 school year will receive an annual stipend of their 2016-2017 amount minus \$2,000 for each year of this contract. This amount will be prorated into his/her salary. If a driver who falls under this language leaves before completing a full year of service, he/she will not be eligible for the remainder of the stipend.

*Example: Driver A received a \$3,000 longevity stipend during 2016-2017. Driver A would receive  $(\$3,000 - 2,000 = \$1,000)$  during 2017-2018 and each remaining year of the contract.*

Extra Runs: All Drivers that drive any run other than a routine assigned route will be paid at the Extra Run rate of \$17/hour. These drivers are expected to do pre and post trip inspections for no extra pay.

**Bus Driver Training**

The parties acknowledge that the best way to train new candidates for driving a bus within the Reed-Custer School District No. 255-U is to utilize good, experienced drivers as mentors that are employed by the District. There are significant advantages of using District drivers as mentors as they have the necessary experience and knowledge of District’s policies and procedures, as well as the technical skills and safety knowledge of bus driving for schools. To that end, the parties agree to the following training stipends that will be paid to a mentor driver that shall be selected by the administration, for providing these training and mentoring responsibilities:

***Training Stipends***

New Candidate Stipend \$20 per hour (with a 20 hour maximum)  
(without CDL - no previous experience including air brakes)

Experienced Candidate Stipend \$20 per hour (with a 10 hour maximum)  
(with CDL and driving experience - needing air brake endorsement only.)

This can also be used for mentoring new drivers who are not in need of any endorsements.  
(4 hour maximum)

The above stipends will be paid to the mentor driver after the candidate driver takes his or her test (regardless of whether the candidate driver passes or fails the test): provided that the mentor has completed the agreed upon curriculum and check-list for the candidate driver that shall be established by the Administration to ensure consistency in training and orientation to District procedures.

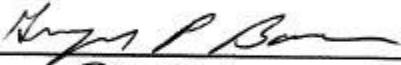
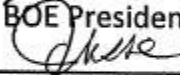
***Additional Stipends***

Scheduler Stipend - \$5,000 annually  
Plus Access to Reed-Custer Health Insurance as set forth in Part III, Article I, Section 1.8 of the RCEA Agreement; provided that the driver maintains a minimum route time of at least 20 hours/week, rather than 30 hours/week, as required by the Collective Bargaining Agreement.

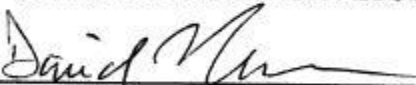
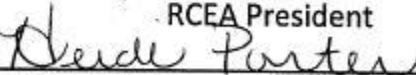
Record Keeping Stipend - \$2,100 annually

This Agreement is signed this June 21, 2017

BOARD OF EDUCATION OF REED-CUSTER  
COMMUNITY UNIT SCHOOL DISTRICT NO. 255U  
WILL COUNTY, ILLINOIS

By   
BOE President  
Attest   
BOE Secretary

REED-CUSTER EDUCATION ASSOCIATION-  
ILLINOIS EDUCATION ASSOCIATION-  
NATIONAL EDUCATION ASSOCIATION

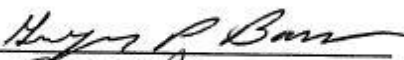
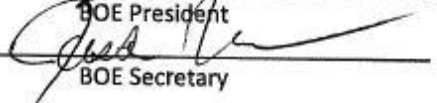
By   
RCEA President  
Attest   
RCEA Secretary

## Memorandum of Understanding


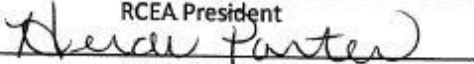
Accumulated sick bank days shall be distributed among all current RC255 sick bank members, 2 days per member, for the 2017-2018 school year. All remaining sick days will be gifted to the Board. This will officially "close out" the Sick Bank, effective the first day of the 2017 – 2018 school year.

This Memorandum of Understanding is signed this June 21, 2017

BOARD OF EDUCATION OF REED-CUSTER  
COMMUNITY UNIT SCHOOL DISTRICT NO. 255U  
WILL COUNTY, ILLINOIS

By   
BOE President  
Attest   
BOE Secretary

REED-CUSTER EDUCATION ASSOCIATION-  
ILLINOIS EDUCATION ASSOCIATION-  
NATIONAL EDUCATION ASSOCIATION

By   
RCEA President  
Attest   
RCEA Secretary