

# **COLLECTIVE BARGAINING AGREEMENT**

ENTERED INTO BETWEEN

REED-CUSTER COMMUNITY UNIT  
SCHOOL DISTRICT 255U  
WILL COUNTY, ILLINOIS

AND

REED-CUSTER EDUCATION ASSOCIATION  
ILLINOIS EDUCATION ASSOCIATION  
NATIONAL EDUCATION ASSOCIATION

**2010-2013**

# Collective Bargaining Agreement Table of Contents

PART I – Recognition Statement – pg. 1

PART II – Teacher Compensation, Benefits, Rights, and Responsibilities

ARTICLE I – Compensation and Fringe Benefits

- 1.1 Salary Schedule – pg. 2-3
- 1.2 Payroll Installments – pg. 3
- 1.3 Pay Days – Specified – pg. 3
- 1.4 Supplemental Jobs – Salary Schedule – pg. 3
- 1.5 Supplemental Jobs – Payroll Schedule – pg. 3
- 1.6 Reimbursable Expenses – pg. 3
- 1.7 Teacher Retirement Contributions/Tax Deferred Programs – pg. 3-4
- 1.8 Health Insurance – pg. 4-5
- 1.9 Sick Leave – pg. 5-6
- 1.10 Bereavement Days – pg. 6
- 1.11 Personal Business Leave – pg. 6-7
- 1.12 Professional Leave – pg. 7
- 1.13 Voluntary Early Retirement Program – pg. 7-9
- 1.14 Jury Duty – pg. 9
- 1.15 paragraph intentionally left blank – pg. 9
- 1.16 paragraph intentionally left blank – pg. 9
- 1.17 Part-Time Teacher – pg. 9
- 1.18 Snow Day/Emergency Closing – pg. 9

ARTICLE II – Teacher Rights and Responsibilities

- 2.1 Duty-Free Lunch – pg. 10
- 2.2 paragraph intentionally left blank – pg. 10
- 2.3 Teacher Work Year and Workday – pg. 10
- 2.3.5 paragraph intentionally left blank – pg. 10
- 2.4 paragraph intentionally left blank – pg. 10
- 2.5 Seniority – pg. 10-11
- 2.6 Reductions in Force – Seniority – pg. 11
- 2.7 Notice of Assignments – pg. 11
- 2.8 Notice of Vacancies – pg. 11
- 2.9 Summer School Assignments – pg. 11-12
- 2.10 Review of Personal File – pg. 12
- 2.11 Right of Representation – pg. 12
- 2.12 Evaluation of Teachers – pg. 12
- 2.13 Maternity/Child Care Leave – pg. 12-14
- 2.14 Leave of Absence – pg. 14
- 2.15 paragraph intentionally left blank – pg. 14
- 2.16 Workers' Compensation Leave – pg. 14-15

PART III – Educational Support Personnel Compensation, Benefits, Rights,  
and Responsibilities

ARTICLE I – Compensation and Fringe Benefits

- 1.1 Salary Schedule – pg. 16
- 1.2 Payroll Installments – pg. 16
- 1.3 Paydays – Specified – pg. 16
- 1.4 Supplemental Jobs – Salary Schedule – pg. 16
- 1.5 Supplemental Jobs – Payroll Procedures – pg. 16
- 1.6 Reimbursable Expenses – pg. 16-17
- 1.7 Illinois Municipal Retirement Fund Contributions/Tax Deferred Programs - pg. 17
- 1.8 Health Insurance – pg. 17-19
- 1.9 Sick Leave – pg. 19-20
- 1.10 Bereavement Days – pg. 20
- 1.11 Personal Business Leave – pg. 20
- 1.12 Professional Leave – pg. 21
- 1.13 Voluntary Early Retirement Program – pg. 21-23
- 1.14 Jury Duty – pg. 23-24
- 1.15 Holidays – pg. 24
- 1.16 Vacations – pg. 24-26
- 1.17 Part-Time Educational Support Personnel – pg. 26
- 1.18 Snow Days/Emergency Closing – pg. 26

ARTICLE II – Rights and Responsibilities

- 2.1 Duty-Free Lunch – pg. 27
- 2.2 Rest Periods – pg. 27
- 2.3 Work Year and Workdays – pg. 27-28
- 2.3.5 Overtime Pay – pg. 29
- 2.4 Probationary Employees – pg. 29
- 2.5 Seniority – pg. 29-30
- 2.6 Reductions in Force – Seniority – pg. 30
- 2.7 Notice of Assignments – pg. 31
- 2.8 Notice of Vacancies – pg. 32
- 2.9 paragraph intentionally left blank – pg. 32
- 2.10 Review of Personnel File – pg. 32
- 2.11 Right of Representation – pg. 32-33
- 2.12 Evaluations of Educational Support Personnel – pg. 33
- 2.13 Maternity/Child Care Leave – pg. 33-34
- 2.14 Leave of Absence – pg. 34-35
- 2.15 Subcontracting – pg. 35
- 2.16 Workers' Compensation Leave – pg. 35

## PART IV – Association Rights

### ARTICLE I

- 1.1 Meetings, Notices and Information – pg. 36
- 1.2 Association Matters – Board Agenda – pg. 36
- 1.3 Board Meeting – Notification to Association – pg. 36
- 1.4 Board Minutes – Distribution to Association – pg. 36
- 1.5 New Teachers and Employees – Names and Addresses – pg. 37
- 1.6 Association Leave – pg. 37
- 1.7 Fair Share – pg. 37-38
- 1.8 School Calendar – pg. 38

## PART V – Grievance Procedures

### ARTICLE I

- 1.1 Definitions – pg. 39
- 1.2 Procedures – pg. 39-40
- 1.3 Bypass to Superintendent – pg. 40
- 1.4 Bypass to Arbitration – pg. 40
- 1.5 Class Grievance – pg. 40
- 1.6 Association Participation – Grievant Represented – pg. 40
- 1.7 Association Participation – Grievant Not Represented – pg. 40
- 1.8 Released Time – pg. 40
- 1.9 Filing of Materials – pg. 40
- 1.10 Grievance Withdrawn – pg. 40

## PART VI – Effect of Agreement

- 1.1 Complete Understanding – pg. 41
- 1.2 Savings Clause – pg. 41
- 1.3 Term of Agreement – pg. 41
- 1.4 No-Strike Provision – pg. 41
- 1.5 Management Rights – pg. 41
- 1.6 Implementation of Agreement – pg. 41

### Salary Schedules:

- Additional Teaching or Curriculum, Additional Stipends, Teaching Overload Provision – pg. 42-43
- Teacher Salary – Salary Schedule A – pg. 44-46
- Co-Curricular Salary – Salary Schedule B – pg. 47-48
- Educational Support Personnel Salary – Salary Schedule C – pg. 49-52

Signed Agreement Statement – pg. 53

Memorandum of Understanding – pg. 54

## **PART I RECOGNITION**

The Board of Education of Reed-Custer Community Unit School District No. 255U, Will County, 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 full-time and regularly employed part-time teachers, librarians, guidance counselors, school nurse, social workers, and psychologist (hereinafter referred to as “teachers”), and also for custodians, groundskeeper, mechanics, secretaries, assistant mechanic, assistant maintenance mechanic, assistant groundskeeper, food service assistants, teacher aides, technical associates, clerical aide, health aide, and bus drivers (hereinafter referred to as “educational support personnel”), but specifically excluding the Superintendent, Assistant Superintendent for Curriculum Development, Business Manager, Director of Operations, Principals, Assistant Principals, Secretary to the Superintendent, Secretary to the Curriculum Director, District Registrar, Transportation Secretary, Secretary to the Business Manager, Bookkeeper, Director of Food Services, Food Service Managers, Director of Maintenance, Assistant Director of Maintenance/HVAC, Director of Grounds, Athletic/Field House Director(s), Field House Manager and Director of Technology.

The Board agrees not to negotiate with any other association or organization or individual teacher or educational support personnel with regard to those items contained in this Agreement during the term of this Agreement.

**PART II**  
**TEACHER COMPENSATION, BENEFITS, RIGHTS AND RESPONSIBILITIES**  
**ARTICLE I**  
**COMPENSATION AND FRINGE BENEFITS**

- 1.1 Salary Schedule** – The salary schedule for those teachers 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 a teacher secures an unsatisfactory rating in their evaluation, in accordance with the Evaluation Plan, then the Board may hold that teacher on their current salary step for the succeeding School Year. Should the teacher successfully remediate the deficiencies in their performance and secure a satisfactory rating at their conclusion of the remediation period, then they will be returned to his or her normal step on the schedule 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 teacher 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, teachers 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 teacher 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 a teacher 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 in the teacher's first payment for September. If all necessary documentation is received after August 1 but by October 1, then the horizontal movement will be reflected in the teacher's first November paycheck.

Those teachers 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. This documentation must be submitted in accordance with the timelines of the preceding paragraph.

In moving across columns, the teacher may advance horizontally no more than one column per year. For example, if a teacher in the BS column earns sixteen graduate hours in one year that teacher will advance to the BS+8 and then to BS+16 the following year. In moving across columns, the teacher may advance vertically one step. For

example, if the teacher has been frozen at BS+24 Step 15 for three years and then earns eight or more graduate hours, that teacher would go to MS Step 16 for the next year, not to Step 18.

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; provided however, only one additional increase shall be allowed for any one school year. Time-lines for course approval, request for horizontal movement, and sending official transcripts must be adhered to.

- 1.2 Payroll Installments** – Each teacher shall be paid on the basis of twenty-six (26) equal installments, unless said teacher elects to be paid upon the basis of twenty-two (22) equal installments and files a request, in writing, to that effect in the office of the Superintendent on or before the first teacher workday of the School Year.

Compensation for hours beyond the regular contract is to be requested on time sheets. Time sheet compensation shall be paid the second pay date of each month. Time sheets are to be submitted two weeks prior to the next pay date for which such compensation is to be paid. Time sheets submitted after the two week deadline will be reimbursed the following pay date for which such compensation is to be paid.

- 1.3 Pay Days – Specified** – Regular pay dates shall be biweekly on Friday. Direct deposit vouchers will be available no later than the day immediately preceding the appropriate payday.

- 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 the teacher's salary and shall be paid in the teacher's paycheck each pay period throughout the year, so long as the teacher in question is able to perform the supplement job to which they are assigned; provided, however, that should a teacher fail to perform the supplemental job to which they are assigned, any overpayments shall be deducted equally from the individual teacher's remaining paychecks to the end of the contract year.

- 1.6 Reimbursable Expenses** – Upon approval of the Board, all teachers shall be reimbursed for appropriate expenses incurred. Teachers seeking such reimbursement shall submit an itemized request for same at least fourteen (14) days prior to the regular monthly meeting of the Board. In the event that reimbursement for such expenses is approved, it shall be available to the teacher within two (2) days after such approval.

Board policy will determine what are reimbursable employee expenses. These expenses must have administration approval in advance of incurring the expenses.

- 1.7 Teacher 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 teachers, withhold said teacher's contribution to the Teacher's Retirement System of the State of Illinois and will shelter said contri-

tribution from the teacher's taxable income as reported to the Internal Revenue Service and the Illinois Department of Revenue.

The employer shall pay toward employees' required contributions to TRS and THIS a maximum of 9.0% to TRS and 0.5% to the Teacher's Health Insurance Security Fund (THIS). The employee shall be responsible for any increase in these required contributions.

The employee will continue to pay the employee share of any cost for the Teacher's Retirement Insurance Plan.

Additionally, at the request of the teacher, the Board will, in accordance with State law, withhold a designated amount of the teacher's salary and transfer said amount to a tax-deferred annuity program (403b and/or 457) of the teacher'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 teacher, which withdrawal shall also be in writing.

The number of tax-deferred annuity programs shall be limited to thirty (30) companies. The teacher may add or withdraw from tax-deferred programs only at the first pay period in September, December, March, and June.

**1.8 Insurance Benefits** – On the behalf of the teachers, the Board shall contract to purchase health insurance, including coverage for medical, dental, vision and life. Coverage will include a prescription card with employee co-pay of \$10 for generic drugs, \$25 for formulary drugs, and \$40 for non-formulary drugs. Maintenance drugs must be purchased by mail order when possible. It is not the intent of either party to change the above mentioned coverage. These provisions may be modified after 2010-2011 by a majority vote of the Insurance Committee and the Board of Education.

For teachers that received dental insurance for the 2008-2009 school year, the Board will pay 100% of the dental insurance premiums. Those teachers who did not receive dental insurance for the 2008-2009 school year may elect to enroll in the District's dental insurance program, however, they must do so at their own expense.

For returning teachers hired before 2009-2010, health insurance premiums will be paid in the following amounts per month:

2010-2011 Employee Contribution

Individual \$78

Single/Spouse \$275

Single/Child(ren) \$255

Family \$414

If insurance premiums increase for 2011-2012 over those for 2010-2011, the Board will pay the increase up to 5%. The Board and the Teacher will split any additional increase equally.

If insurance premiums increase for 2012-2013 over those for 2011-2012, the Board will pay the increase up to 5%. The Board and the Teacher will split any additional increase equally.

Teachers first hired for the 2009-2010 school year and thereafter shall be responsible for the following monthly payments for health insurance:

2010-2011 Employee Contribution

Individual \$78

Single/Spouse \$351

Single/Child(ren) \$304

Family \$667

If insurance premiums increase for 2011-2012 over those for 2010-2011, the Board will pay the increase up to 5%. The Board and the Teacher will split any additional increase equally.

If insurance premiums increase for 2012-2013 over those for 2011-2012, the Board will pay the increase up to 5%. The Board and the Teacher will split any additional increase equally.

Notwithstanding the foregoing, teachers first hired for the 2011-2012 school year or any school year thereafter shall only be eligible for Individual coverage, at the employee contribution amount set forth above, during the first four (4) years of their employment with the District; provided, however, they may elect Single/Spouse, Single/Child(ren) or Family coverage so long as they pay the full premium for covering the child(ren)/family. After their fourth year of employment with the District, said teachers shall be eligible for Individual, Single/Spouse, Single/Child(ren) or Family coverage, at the employee contribution amount set forth above; provided, however, if the teacher has a spouse who works for another employer that offers medical benefits and elects to have his or her spouse covered under the District's plan, the employee shall be required to pay the full premium for covering the spouse. If the spouse is covered under both plans, the District's plan shall be secondary. If the teacher'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 teacher shall be responsible for providing written notification to the Superintendent, or a designee, of the change.

To qualify for insurance benefits, teachers must be employed three quarters (0.75) of the full-time equivalency for teachers in the School District. Newly hired teachers who are employed less than three quarters (0.75) of the full-time equivalency for teachers in the School District shall not be entitled to receive any insurance benefits set forth herein.

The school district will investigate the feasibility of offering a Health Savings Account (HSA) or similar option to all interested employees.

- 1.9 Sick Leave** – Each full-time teacher shall be entitled to ten (10) sick leave days per School Year without loss of pay. Sick leave days shall only be taken in one-half (1/2) day increments. Sick leave shall accumulate from year to year. Sick leave shall be interpreted pursuant to Section 24-6 of the Illinois School Code.

If a teacher fails to report to work for three (3) or more of his/her consecutive workdays or establishes a pattern of absences, then, before the teacher's return to work, the District will require the employee to provide a physician's certificate regarding the dates the employee was absent.

For the purposes of seniority and advancement on the salary schedule, compensated sick leave days, personal days, bereavement days, and days used from the Sick Leave Bank will accrue towards the requirement of working 120 days or more during a school year. If this requirement is not met, there will be no advancement on the salary schedule and seniority will not accrue. Seniority and advancement on the salary schedule will not accrue during any leave of absence without pay.

The Board recognizes the RCEA establishment of a "Sick Leave Bank."

In the event that any teacher, with at least five years of service with the District, retires, resigns, or is honorably dismissed by the Board of Education, the said teacher 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 up to a maximum of 240 days. Days applied towards credit with TRS will not be compensated. If the teacher has been with the District five or six years the compensation rate shall be \$20 per day. If the teacher has seven or more years with the District, the compensation rate shall be \$30 per day. As indicated in 1.17, part-time teachers receive a pro rata portion of the compensation rate.

**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. If additional days are necessary to meet family obligations, the employee will request to use personal days. If the employee has no personal days, the Superintendent may approve the use of sick days. These bereavement days will not be allowed to accumulate. No compensation will be given for unused bereavement days.

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

- A. Written advance notice of the necessity for personal business leave shall be submitted as soon as possible to the Principal or his/her designee;
- B. Personal business leave shall not be used on the first day or last day of the school year or the school day immediately preceding or immediately following a school holiday or school vacation if observed by the employee's work classification. Personal leave can not be used to extend school vacations. Unusual or emergency situations may be approved by the Superintendent;
- C. No more than two (2) teachers in each of the School District's four (4) buildings shall be permitted to utilize a personal business leave day on the same calendar date, unless approved by the Superintendent.

A personal business day may be used at the discretion of the teacher. Any unused personal business leave shall be cumulative to a total of four (4) days from year to year. All other unused personal business leave days shall convert to sick leave days

at the end of each School Year. Upon retirement, resignation, or honorable dismissal, unused personal business leave days shall be converted to unused sick leave days.

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 two (2) days of professional leave per year to each teacher 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 teacher’s classroom and professional duties within the School District; and
- C. Said professional leave shall be non-cumulative and, in the event that any teacher does not use their professional leave, said teacher shall not be compensated for any unused professional leave days.

In the event that the Board directs a teacher 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 teacher’s home school. Additionally, in the event that the Board directs a teacher 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 teacher.

**1.13 Voluntary Early Retirement Program (“VERP”)** - A teacher who, at the date of retirement, (a) has a minimum of sixteen(16) 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 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. \*(One Year Notice)

In order to participate, the teacher must submit an irrevocable letter of resignation to the Board of Education by June 30th, one (1) year prior to retirement. The teacher shall then be removed from the salary schedule and receive a six percent (6%) increase over his/her TRS creditable earnings for the prior year, for his/her regular teaching duties only, as compensation for the last year of employment.

For example:  $\$50,000 + (\$50,000 \times 6\%) = \$53,000$

b. \*(Two Year Notice)

In order to participate, the teacher must submit an irrevocable letter of resignation to the Board of Education by June 30th, two (2) years prior to retirement. The teacher shall then be removed from the salary schedule and receive a six percent (6%) increase over his/her TRS creditable earnings for the prior year, for his/her regular teaching duties only, as compensation for the last two years of employment.

For example:  $\$50,000 + (\$50,000 \times 6\%) = \$53,000$  – year one  
 $\$53,000 + (\$53,000 \times 6\%) = \$56,180$  – year two

c. \*(Three Year Notice)

In order to participate, the teacher must submit an irrevocable letter of resignation to the Board of Education by June 30th, three (3) years prior to retirement. The teacher shall then be removed from the salary schedule and receive a six percent (6%) increase over his/her TRS creditable earnings for the prior year, for his/her regular teaching duties only, as compensation for the last three years of employment.

For example:  $\$50,000 + (\$50,000 \times 6\%) = \$53,000$  – year one  
 $\$53,000 + (\$53,000 \times 6\%) = \$56,180$  – year two  
 $\$56,180 + (\$56,180 \times 6\%) = \$59,551$  – year three

d. \*(Four Year Notice)

In order to participate, the teacher must submit an irrevocable letter of resignation to the Board of Education by June 30th, four (4) years prior to retirement. The teacher shall then be removed from the salary schedule and receive a six percent (6%) increase over his/her TRS creditable earnings for the prior year, for his/her regular teaching duties only, as compensation for the last four years of employment.

For example:  $\$50,000 + (\$50,000 \times 6\%) = \$53,000$  – year one  
 $\$53,000 + (\$53,000 \times 6\%) = \$56,180$  – year two  
 $\$56,180 + (\$56,180 \times 6\%) = \$59,551$  – year three  
 $\$59,551 + (\$59,551 \times 6\%) = \$63,124$  – year four

The 6% increase in creditable earnings set forth in each option above is for all regular teaching duties (Schedule A) including overload. Co-curricular duties (Schedule B), internal substituting, curriculum work, ticket taking, and other stipends listed on page 43 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 teacher shall not be removed from a stipend position without just cause. If a teacher chooses to perform additional duties that do cause an increase of more than 6% in total TRS creditable earnings over the previous year's total TRS creditable earnings that teacher will only be compensated for a 6% increase.

On or before March 1 of each fiscal year, each participant in VERP must schedule a meeting with the Superintendent, or a designee, to discuss his/her compensation for extra duties for that fiscal year. If it is determined that extra duties performed would cause an increase in total TRS creditable earnings over the previous year's total in total TRS creditable earnings as outlined in the above paragraph, the bookkeeper will be notified and the remaining paychecks will be adjusted so that total TRS creditable earnings do not exceed 6%.

If a teacher uses his/her accumulated sick leave due to the teacher's own serious health condition or the serious health condition of the teacher's spouse, child or parent during participation in VERP and therefore does not achieve the 75% TRS retirement level, the teacher will be allowed to work up to one additional year without penalty as per the current salary schedule; provided, however, the teacher provides sufficient medical certification to verify the serious health condition.

Part-time teachers, who are employed less than three quarters (0.75) of the full-time equivalency for teachers in the District shall be entitled to one half (0.50) of the benefits (i.e. three percent (3%) increases) set forth above.

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

The teacher 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 teacher must reimburse to the Business Office their daily jury pay, except travel expenses, as provided by the appropriate Court system.

If a teacher 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 Teacher** – Any regular employed part-time teacher who works at least three quarters (0.75) of the full-time equivalency for teachers in the School District shall receive a pro-rata share of the compensation and benefits set forth in paragraph 1.1, 1.8 above. Any regular employed part-time teacher who works at least one half (0.50) of the full time equivalency for teachers in the School District shall receive a pro-rata 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 teacher working one-half (1/2) school day every day shall be entitled to ten (10) sick days, each being one-half (1/2) day, per year with pay. Similarly, a part-time teacher working two (2) full days each week shall be entitled to four (4) sick days per year with pay).

For attendance at in-service and institutes, part-time teachers will be reimbursed for their time beyond their regular work hours. This reimbursement will be prorated based upon the teacher’s current salary.

If a part-time teacher becomes employed in a full-time teaching 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 teacher has a leave day approved for a day that a snow day or emergency closing happens, the teacher will not be obligated to use the leave day.

**ARTICLE II  
TEACHER RIGHTS AND RESPONSIBILITIES**

- 2.1 Duty-Free Lunch** – Each teacher 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 Teacher Work Year and Workday** – The work year for a teacher shall be a minimum of 180 calendar days, of which a minimum of 176 shall be pupil contact days and 4 shall be institute days.

In the event the Board of Education adds additional days to the calendar, teachers shall be compensated on a per diem 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 teacher workday shall be 7-1/2 hours in length, including the teacher's 30-minute, duty-free lunch period. Teachers may also be required to attend parent-teacher conference sessions outside of the regular school day, as well as one open house outside of the regular school day. During parent-teacher conferences, teacher 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. In addition, teachers will be expected to attend, after the student attendance day, a maximum of two (2) faculty meetings per building per month, to a maximum of eighteen (18) faculty meetings per building per year. These faculty meetings may last 1 hour after all teachers required to be present are in attendance. The Administration will give the teachers one week notice of said meetings. In consideration hereof, the teachers will be allowed to leave on the last workday of each week after buses have removed students from the campus.

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

- 2.35 \* \* This paragraph intentionally left blank. \* \***
- 2.4 \* \* This paragraph intentionally left blank. \* \***
- 2.5 Seniority** – 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 and its predecessors, District 206, District 44-C, and District 5-C. Said service shall be computed from the first day of current uninterrupted employment within the District. 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, compensated sick leave days, personal days, bereavement days, and days used from the Sick Leave Bank will accrue towards the requirement of working 120 days or more during a school year. If this requirement is not met, there will be no advancement on the salary schedule and seniority will not accrue. Seniority and advancement on the salary schedule will not accrue during any leave of absence without pay.

Any regularly employed part-time teacher who works at least one-half (1/2) of the full-time equivalency for teachers in the School District shall accrue seniority on a pro-rata basis for the time which said regularly employed part-time teacher 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 teachers to obtain the benefits of contractual continued service (tenure).

- 2.6 Reductions in Force – Seniority** – In the event that the Administration of the School District deems it necessary to reduce the number of teachers 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, should the Board deem it necessary to reduce the teaching force within the School District, then the Board shall retain those teachers with the most seniority in this School District and in the course or subject areas which said teachers are qualified to teach. In the further event that District seniority between two (2) or more teachers is equal, then the Board shall retain those teachers with the greatest combination of: (a) teaching experience outside the School District for which credit is allowed for advancement on the salary schedule, and (b) additional educational training for which credit is allowed for advancement on the salary schedule. For purposes of this paragraph 2.6, every four (4) semester hours of additional educational training for which credit for advancement on the salary schedule is allowed shall be equal to one-half (1/2) year of teacher experience outside of this School District for which credit for advancement on the salary schedule is allowed. All further ties shall be determined by drawing lots.
- 2.7 Notice of Assignments** – Teachers will be given notice of any change in their Assignments for the forthcoming School Year prior to July 1<sup>st</sup>. The assignment shall include grade, building, room and subject areas taught. In the event a change in a teacher's assignment is thereafter deemed necessary, in the exercise of the Board's discretion, then the teacher 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. In the event a teacher is reassigned to a different grade level or subject matter, seniority shall be considered in determining the reassignment.
- 2.8 Notice of Vacancies** – Notices of all vacancies shall be electronically mailed to all Association members using the list of email accounts provided by the Association. All vacancies will be posted on the District's webpage.
- 2.9 Summer School Assignments** – The Board reserves the right to employ teachers 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 currently employed teachers of the School District; provided, however, that such teachers are legally qualified to teach the subject areas required for the summer school program and further

provided that said teachers obtained a “satisfactory” or better rating on their last regular school and summer school evaluation.

- 2.10 Review of Personnel File** – Each teacher 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, teachers 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 teacher’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 teacher’s personnel file for a period of five (5) years, the teacher 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 teacher is required to appear before the Board or the Superintendent concerning any matter which may adversely affect his employment relationship, the teacher shall be entitled, upon request, to have a representative of the Association present. Furthermore, when a teacher is required to appear before the Board concerning any matter which may adversely affect their employment relationship, said teacher shall be advised in writing of the reasons for the requirement, as well as said teacher’s right to representation as provided herein.

- 2.12 Evaluations of Teachers** – The Board has, in cooperation with the Association, developed a Plan for Evaluation of Certificated School District Employees, a copy of which has been filed with the State Board of Education. 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 a teacher, 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, the teacher 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. Teachers are encouraged to return from maternity/child care leave for the fall semester;

- C. While using the Family Medical Leave Act, a teacher 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, a teacher 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. Advancement on the salary schedule will be allowed according to the following:
  - i) if a teacher works 120 days or more of a School Year, that full year will be allowed on the schedule;
  - ii) if a teacher works less than 120 days, no advancement on the schedule will be allowed;

For the purposes of seniority and advancement on the salary schedule, compensated sick leave days, personal days, bereavement days, and days used from the Sick Leave Bank will accrue towards the requirement of working 120 days or more during a school year. If this requirement is not met, there will be no advancement on the salary schedule and seniority will not accrue. Seniority and advancement on the salary schedule will not accrue during any leave of absence without pay.

- E. Notification by the teacher of their intent to return from maternity/child care leave must follow the time table:
  - i) if a teacher intends to return for the beginning of the second semester of a School Year, written notification shall be made by the teacher to the Superintendent by October 31 of the same School Year;
  - ii) if a teacher intends to return for the beginning of the first semester of a School Year, written notification shall be made by the teacher to the Superintendent by March 1 of the same calendar year;
  - iii) failure of a teacher to notify the Superintendent of their intent to return according to the provisions of this paragraph 2.10 shall be considered as a resignation;

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

G. Any teacher on maternity/child care leave does not accrue tenure status.

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

A teacher 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 they deem appropriate.

Any teacher 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 teacher may be assigned to any position for which they are qualified upon completion of leave. Consideration shall be given to returning the teacher to their former position.

The Board, in its sole discretion, may extend leave for an additional School Year upon written request from the teacher.

A teacher who is on leave of absence will advance on the salary schedule and accrue seniority in accordance with the following:

- A. If a teacher works 120 or more days of a School Year, that full year will be allowed on the schedule and for purposes of seniority.
- B. If a teacher works less than 120 days, no advancement on the schedule will be allowed and the teacher will accrue no seniority.

For the purposes of seniority and advancement on the salary schedule, compensated sick leave days, personal days, bereavement days, and days used from the Sick Leave Bank will accrue towards the requirement of working 120 days or more during a school year. If this requirement is not met, there will be no advancement on the salary schedule and seniority will not accrue. Seniority and advancement on the salary schedule will not accrue during any leave of absence without pay.

A teacher 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 teacher returns to service. In the event that a teacher 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 count as days worked for purposes of seniority and advancement on the salary schedule only. Teachers on Workers' Compensation Leave shall retain but, not accrue sick

leave days, personal days, and professional development days during their Worker's Compensation Leave, subject to the limitations set forth in paragraphs 1.9, 1.10, and 1.11 herein.

While on Worker's Compensation Leave, a teacher 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** – Educational support personnel with an eleven (11) or twelve (12) month work year will be paid on the basis of twenty-six (26) equal installments. Education support personnel with a nine (9) or ten (10) month work year will be paid on the basis of twenty-six (26) equal installments, unless said employee elects to be paid on the basis of the twenty-two (22) equal installments and files a request, in writing, to that effect in the office of the Superintendent on or before the first teacher workday of each School Year.
- Compensation for hours beyond the regular contract is to be requested on time sheets. Time sheet compensation shall be paid the second pay date of each month. Time sheets are to be submitted two weeks prior to the next pay date for which such compensation is to be paid. Time sheets submitted after the two week deadline will be reimbursed the following pay date for which such compensation is to be paid.
- 1.3 Paydays – Specified** – Paydays shall be biweekly, on Friday. Direct deposit vouchers will be available no later than the day immediately preceding the appropriate payday.
- 1.4 Supplemental Jobs – Salary Schedule** – In the event that an educational support personnel 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 educational support personnel is assigned to supplemental jobs, the supplemental pay shall be added to the employee’s salary and shall be paid in the employee’s paycheck each pay period throughout the year, as long as the employee in question is able to perform the supplemental job to which they are assigned; provided, however, that should an employee fail to perform the supplemental job to which he or she is 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 of the Board, all educational support personnel shall be reimbursed for appropriate expenses incurred. Educational support personnel seeking such reimbursement shall submit an itemized request for same at least fourteen (14) days prior to the regular monthly meeting of the Board. In the event that reimbursement for such expenses is approved, it shall be available to the employee within two (2) days after such approval.

Board policy will determine what are reimbursable employee expenses. These expenses must have administration approval in advance of incurring the expenses.

Food Service personnel will be reimbursed up to fifty (50) dollars for the cost of the re-certification course and up to thirty-five (35) dollars for the cost of the license as required to perform their jobs.

Bus drivers will be reimbursed up to sixty (60) dollars for the cost of a commercial driver's license as required for bus drivers to perform their jobs.

- 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 adjustments by laws for new social security increases and the date of distribution payments for death and disability benefits. 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 educational support personnel, withhold from each employees' 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 educational support personnel, 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.

The number of tax-deferred annuity programs shall be limited to thirty (30) companies. The teacher may add or withdraw from tax-deferred programs only at the first pay period in September, December, March, and June.

- 1.8 Insurance Benefits** – On the behalf of educational support personnel, the Board shall contract to purchase health insurance, including coverage for medical, dental, vision, and life. Coverage will include a prescription card with employee co-pay of \$10 for generic drugs, \$25 for formulary drugs, and \$40 for non-formulary drugs. Maintenance drugs must be purchased by mail order when possible. It is not the intent of either party to change the above mentioned coverage. These provisions may be modified after 2010-2011 by a majority vote of the Insurance Committee and the Board of Education.

For educational support personnel that received dental insurance for the 2008-2009 school year, the Board will pay 100% of the dental insurance premiums. Those educational support personnel who did not receive dental insurance for the 2008-2009 school year may elect to enroll in the District's dental insurance program, however, they must do so at their own expense.

For returning educational support personnel hired before July 1, 2009, who regularly work 30 or more hours per week with regularly scheduled annual earnings over \$29,950 monthly premiums will be paid at the following amounts:

2010-2011 Employee Contribution  
Individual \$78  
Single/Spouse \$275  
Single/Child(ren) \$255  
Family \$414

If insurance premiums increase for 2011-2012 over those for 2010-2011, the Board will pay the increase up to 5%. The Board and the Employee will split any additional increase equally.

If insurance premiums increase for 2012-2013 over those for 2011-2012, the Board will pay the increase up to 5%. The Board and the Employee will split any additional increase equally.

Current educational support personnel hired prior to the 2009-2010 School Year who regularly work thirty (30) or more hours per week with regularly scheduled annual earnings under \$29,950 who are now receiving insurance benefits will contribute the following dollar amounts in monthly premiums:

2010-2011 Employee Contribution  
Individual \$78  
Single/Spouse \$138  
Single/Child(ren) \$128  
Family \$207

2011-2012 Employee Contribution  
Individual \$78  
Single/Spouse \$206  
Single/Child(ren) \$191  
Family \$310

2012-2013 Employee Contribution  
Same premiums as employees with regularly scheduled annual earnings over \$29,950.

Educational support personnel hired after July 1, 2009 shall be responsible for the following monthly payments for health insurance:

2010-2011 Employee Contribution  
Individual \$78  
Single/Spouse \$351  
Single/Child(ren) \$304  
Family \$667

If insurance premiums increase for 2011-2012 over those for 2010-2011, the Board will pay the increase up to 5%. The Board and the Employee will split any additional increase equally.

If insurance premiums increase for 2012-2013 over those for 2011-2012, the Board will pay the increase up to 5%. The Board and the Employee will split any additional increase equally.

Notwithstanding the foregoing, employees first hired for the 2011-2012 school year or any school year thereafter shall only be eligible for Individual coverage, at the employee contribution amount set forth above, during the first four (4) years of their employment with the District; provided, however, they may elect Single/Spouse, Single/Child(ren) or Family coverage so long as they pay the full premium for covering the child(ren)/family. After their fourth year of employment with the District, said employees shall be eligible for Individual, Single/Spouse, Single/Child(ren) or Family coverage, at the employee contribution amount set forth above; provided, however, if the employee has a spouse who works for another employer that offers medical benefits and elects to have his/her spouse covered under the District's plan, the employee shall be required to pay the full premium for covering the spouse. If the spouse is covered under both plans, the District's plan shall be secondary. If the employee's spouse changes or terminates employment which results in him/her no longer being eligible for medical benefits through his/her employer, the employee shall be responsible for providing written notification to the Superintendent, or a designee, of the change.

### **Insurance Eligibility**

Any employee that is scheduled for less than 30 hours per week and has maintained coverage during the 2010-11 Bargaining Agreement will continue to receive insurance coverage for the duration of this contract and are subject to the same premium and premium increases that are defined elsewhere in this contract. Beginning July 1, 2013, only employees that are scheduled to work at least 30 hours per week on September 1, 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 1 of the next year.

The school district will investigate the feasibility of offering a Health Savings Account (HSA) or similar option to all interested employees.

- 1.9 Sick Leave** - Each full-time educational support personnel with less than a twelve month work year shall be entitled to ten (10) sick leave days per School Year without loss of pay. Each full-time educational support personnel with a twelve month work year shall be entitled to twelve (12) sick leave days per School Year without loss of pay. Sick leave days shall only be taken in one-half (1/2) day increments. Sick leave shall accumulate from year to year. Sick leave shall be interpreted pursuant to Section 24-6 of the Illinois School code.

If an employee fails to report to work for three (3) or more of his/her consecutive work-days or establishes a pattern of absences, then, before the employee can return to work, the District will require the employee to provide a physician's certificate regarding the dates the employee was absent.

For the purposes of seniority and advancement on the salary schedule, compensated sick leave days, personal days, bereavement days, vacation days, and days used from the Sick Leave Bank will accrue towards the requirement of working 2/3 or more during a school year. If this requirement is not met, there will be no advancement on the salary schedule and seniority will not accrue. Seniority and advancement on the salary schedule will not accrue during any leave of absence without pay.

The Board recognizes the RCEA establishment of a "Sick Leave Bank."

In the event that any employee, with at least five years of service with the District, 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 up to a maximum of 240 days. Days applied towards credit with IMRF will not be compensated. If the educational support personnel has been with the District five or six years the compensation rate shall be \$20 per day. If the educational support personnel has seven or more years with the District, the compensation rate shall be \$30 per day.

As indicated in 1.17, part-time educational support personnel receive a pro rata portion of the compensation rate.

**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. If additional days are necessary to meet family obligations, the employee will request to use personal days. If the employee has no personal days, the Superintendent may approve the use of sick days. These bereavement days will not be allowed to accumulate. No compensation will be given for unused bereavement days.

**1.11 Personal Business Leave** - The Board will grant each educational support personnel three (3) days of personal business leave per School Year without loss of pay, provided that:

- A. Written advance notice of the necessity for personal business leave shall be submitted as soon as possible to the Principal or his/her designee;
- B. Personal business leave shall not be used on the first day or last day of the school year or the school day immediately preceding or immediately following a school holiday or school vacation if observed by the employee's work classification. Personal leave cannot be used to extend school vacations. Unusual or emergency situations may be approved by the Superintendent;
- C. No more than one (1) employee in each employment classification, per building, shall be permitted to utilize a personal business leave day on the same calendar date, unless approved by the Superintendent or his/her designee.

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

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 educational support personnel 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;
- 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”)**

A employee who, at the date of retirement, (a) has a minimum of sixteen (16) 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. \*(One Year Notice)

In order to participate, the employee must submit an irrevocable letter of resignation to the Board of Education by June 30th, one (1) year prior to retirement. The employee shall then be removed from the salary schedule and receive a six percent (6%) increase over his/her IMRF creditable earnings for the prior year, for his/her regular work duties only, for the last year of employment.

For example:  $\$50,000 + (\$50,000 \times 6\%) = \$53,000$

b. \*(Two Year Notice)

In order to participate, the employee must submit an irrevocable letter of resignation to the Board of Education by June 30th, two (2) years prior to retirement. The employee shall then be removed from the salary schedule and receive a six percent (6%) increase over his/her IMRF creditable earnings for the prior year, for his/her regular work duties only, for the last two years of employment.

For example:  $\$50,000 + (\$50,000 \times 6\%) = \$53,000$  – year one  
 $\$53,000 + (\$53,000 \times 6\%) = \$56,180$  – year two

c. \*(Three Year Notice)

In order to participate, the employee must submit an irrevocable letter of resignation to the Board of Education by June 30th, three (3) years prior to retirement. The em-

ployee shall then be removed from the salary schedule and receive a six percent (6%) increase over his/her IMRF creditable earnings for the prior year, for his/her regular work duties only, for the last three years of employment.

For example:  $\$50,000 + (\$50,000 \times 6\%) = \$53,000$  – year one  
 $\$53,000 + (\$53,000 \times 6\%) = \$56,180$  – year two  
 $\$56,180 + (\$56,180 \times 6\%) = \$59,551$  – year three

d. \*(Four Year Notice)

In order to participate, the employee must submit an irrevocable letter of resignation to the Board of Education by June 30th, 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 IMRF creditable earnings for the prior year, for his/her regular work duties only, for the last four years of employment.

For example:  $\$50,000 + (\$50,000 \times 6\%) = \$53,000$  – year one  
 $\$53,000 + (\$53,000 \times 6\%) = \$56,180$  – year two  
 $\$56,180 + (\$56,180 \times 6\%) = \$59,551$  – year three  
 $\$59,551 + (\$59,551 \times 6\%) = \$63,124$  – year four

The 6.0% 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 extra curricular duties or any other extra duties (e.g. overtime, ticket-taking etc.) other than those on schedule B held by the employee at the time of notification.

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 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.).

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 as per the current salary schedule; provided, however, the employee provides sufficient medical certification to verify the serious health condition.

Part-time employees, excluding bus drivers, who are employed less than six (6) hours daily shall be entitled to one half (0.50) of the benefits (i.e. three percent (3%) increases) set forth above.

### **Bus Drivers Voluntary Early Retirement Program (VERP)**

A bus driver who, at the date of retirement, (a) has a minimum of sixteen (16) years of service with the District; (b) is at least 55 years of age; and (c) 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.

In order to participate in VERP, the bus driver must submit an irrevocable letter of resignation to the Board of Education at least six (6) months prior to retirement indicating his/her intention to retire at the end of either: 1) the 2010-2011 school year; 2) the 2011-2012 school year; 3) the 2012-2013 school year; or 4) the 2013-2014 school year (must provide notice no later than June 30, 2013). Bus drivers participating in VERP will receive on his/her last regular paycheck, a severance payment of \$2,000.

In the event that a bus driver submits his/her irrevocable letter of resignation, as set forth above, on or before March 1, 2011, he/she will receive, within sixty (60) days of submitting said letter, an "early notification" payment of \$1,000.

In the event a bus driver participating in VERP is discharged for cause or dies during his/her participation in the plan, he/she or his/her beneficiaries will be ineligible for the severance payment set forth above.

Example 1:

Driver A decides that he/she no longer wants to drive a school bus and decides to retire. Driver A decides that he/she will retire at the end of the school year in 2012. Driver A submits his/her irrevocable letter on February 28, 2011. He/she will receive \$1000 within 60 days of February 28, 2011, and will receive another \$2000 on his/her last paycheck in June of 2012.

Example 2:

Driver B has decided to retire as soon as possible. Driver B writes his/her irrevocable letter and submits it on September 1, 2010 and indicates he/she is done at the end of this school year, 2011. Driver B will receive \$1000 within 60 days of September 1, 2010, and another \$2000 on his/her last paycheck in June of 2011.

Example 3:

Driver C writes an irrevocable letter of intent to retire and submits on March 2, 2012 and continues driving the rest of the year with a resignation date of June 1, 2012. Driver C will not receive the \$1000 or \$2000 because it does not fit the timelines. If Driver C would have submitted his/her letter at least 6 months before June 1, then he/she would have received the \$2000 but still would not receive the \$1000 because it was after the March 1, 2011 cutoff date.

**1.14 Jury Duty** - Any educational support personnel 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 therefore 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 educational support personnel: 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 twelve 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 twelve 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 requirements:

1. The employee must work within the payroll period during which the holiday occurs;
2. The employee must work the last scheduled working 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.

**1.16 Vacations** – Twelve-month full-time educational support personnel will be entitled to vacation days as follows: 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.

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

- A. For the employee's first six (6) months of employment, the employee shall not accrue or take any vacation days.
- B. Upon the employee's completion of the six (6) month probationary period, the employee will begin to accrue .0383 vacation days for each work day from that

date to the end of the current fiscal year, at which time the employee shall be entitled to vacation days as set forth below.

- C. The total amount of accrued vacation days shall be rounded to the nearest 1/2 day.

Those employees with at least six (6) months of service with the District will be entitled to vacation days as follows:

Six months – five years	10 days per fiscal year
Six – 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 at least sixty (60) days before the 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 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.

**Examples of how vacation days will accrue pursuant to Part III, Article I, paragraph 1.16:**

1. First day of employment is February 1, 2011
  - a. From February 1, 2011 – August 1, 2011 – the employee will not be allowed to accrue or take any vacation days
  - b. From August 1, 2011 – June 30, 2012 – the employee will accrue 9.23 vacation days (approximately 241 days X .0383)
  - c. On July 1, 2012, the employee will be entitled to 10 vacation days
  - d. If the employee wants to take vacation on January 1, 2012, he/she will have accrued 3.83 days at that point (approximately 100 days X .0383) and shall be entitled to 4 vacation days.
  - e. The fiscal year 2011-2012 is year one for the purposes of the vacation day entitlement schedule.
2. First day of employment is November 15, 2010

- a. From November 15, 2010 – June 15, 2011 – the employee will not be allowed to accrue or take any vacation days
- b. From June 16, 2011 – June 30, 2011 – the employee will accrue .38 vacation days (approximately 10 days X .0383)
- c. On July 1, 2011, the employee will be entitled to 10 vacation days
- d. If the employee wants to take vacation on July 1, 2011, he/she will have accrued .38 vacation days at that point (approximately 10 days X .0383) and shall be entitled to 1/2 vacation day.
- e. The fiscal year 2011-2012 is year one for the purposes of the vacation day entitlement schedule

**1.17 Part-Time Educational Support Personnel** – Any regularly employed part-time educational support employee who works at least one-half (1/2) of the full-time equivalency for educational support personnel in the School District shall receive a pro-rata share of the compensation and benefits set forth in paragraphs 1.1, 1.9, 1.11 and 1.12 above.

If a part-time educational support personnel becomes employed in a full-time education support personnel position, the accumulated sick time days are prorated into full time sick days for the carry over to full time status.

**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 educational support personnel 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 educational support personnel 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 educational support personnel, 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 educational support personnel will be as follows:
- A. Custodians, Groundskeepers, Bus Mechanics, Assistant Bus Mechanics, Assistant Maintenance Mechanic: Full-time custodians, groundskeepers, bus mechanics, assistant maintenance mechanic, 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.
  - A1. Assistant Groundskeepers: Assistant groundskeepers will have a 200 day work year. The workday shall be 8-1/2 hours in length, inclusive of their one-half hour unpaid duty-free lunch. Depending upon the needs of the School District, the length of the work year may be extended.
  - 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.

- C1. Clerical Aide and Health Aide: Clerical Aides and Health Aides will typically have a work year that corresponds with the student attendance calendar. This work calendar may be adjusted to meet the needs of the School District. Their full-time workday will be 7-1/2 hours in length, inclusive of their one-half hour unpaid duty-free lunch. Part-time clerical aides and health aides 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 and Technical Associates: Teacher Aides and Technical Associates will have a work year that corresponds with the teacher's work year as designated in Article II, Section 2.3. The workday for teacher aides, and technical associates will be 7-1/2 hours in length, including their one-half hour duty-free lunch. Teacher aides, and technical associates may also be required to attend parent-teacher conference sessions outside of the regular school day, as well as one open house outside of the regular school day. 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. They will also be required to attend all faculty meetings called by the Administration of the School District in accordance with the provisions therefore established in paragraph 2.3 for teachers. In consideration hereof teacher aides and technical associates will be allowed to leave on the last workday of each week after buses have removed students from the campus. Part-time teacher aides and technical associates will have a shorter day depending upon the needs of the School District.

New teacher aides and technical associates 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 and technical associates with Association business.

For attendance at in-service workshops and institutes, part-time teacher aides, and technical associates will be reimbursed for their time beyond their regular workday based upon their current salary.

Each Teacher Aide will be entitled to a maximum of 2 professional days by drawing on the Teacher Professional Day Pool available, if a teacher wishes to donate his/her Professional Day(s) to a Teacher Aide.

**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 the hours worked and shall receive said compensation within two weeks of the date the overtime was worked. Paid holiday hours will be counted as hours work for the purposes of determining overtime. Vacation days, sick leave days, and personal leave days shall not be counted as hours worked for purposes of determining overtime pay.

**2.4 Probationary Employees** – All new educational support personnel shall be considered as probationary employees for a period of eighty (80) consecutive workdays, which shall be defined as those days for which the employee is scheduled by the Administration to work. The Administration shall have the right to extend this probationary period an additional forty (40) consecutive workdays for cause; provided, however, that the Administration will provide an employee in question with notice of said extension, including the reasons therefore. If an employee satisfactorily completes the initial or extended probationary period, their seniority shall begin as of the date they first performed duties for the School District. The Board shall have the unconditional right to discipline, layoff or discharge any probationary employee during the initial or extended 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 educational support personnel's continuous full-time employment with the Board of Education of School District No. 255U and its predecessors, District 206, District 44-C, and District 5-C. 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, compensated sick leave days, personal days, bereavement days, vacation days, and days used from the Sick Leave Bank will accrue towards the requirement of working 2/3 or more during a school year. If this requirement is not met, there will be no advancement on the salary schedule and seniority will not accrue. Seniority and advancement on the salary schedule will not accrue during any leave of absence without pay.

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. If they work two-thirds (2/3) of their first fiscal year, they will earn one (1) year of seniority.

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 educational support personnel 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 educational support personnel 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** – Educational support personnel, 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 Director of Transportation. Route assignments will be at such time as the School District has been able to reasonably establish the bus routes for the forthcoming year. Whenever possible seniority will be used as the determining factor for assignment.

Drivers will normally be allowed to keep their routes from year to year. However, all routes will be rebid at the beginning of each new contract. At the end of any school year any driver will be given the opportunity to give up their route for reassignment. Those routes up for reassignment will be available to unassigned drivers.

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.

Drivers will be paid a salary that is based on:

1) the length of their route and 2) a longevity/extra duty stipend.

1. The length of the 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 Bus Driver Pay Schedule C).

2. The longevity/extra duty stipend is based upon continuous service years and using the stipend listed in Bus Driver Pay Schedule C. This portion of the drivers' salary is compensation for attending transportation/safety meetings, completing required pre-trip and post-trip inspections and bus fueling duties.

All drivers that drive any run other than a routine assigned route will be paid at the Extra Run rate (See Bus Driver Pay Schedule C).

**2.8 Notice of Vacancies** – Notices of all vacancies shall be electronically mailed to all Association members using the list of email accounts provided by the Association. All vacancies will be posted on the District’s webpage. 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 Education 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 educational support 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 five (5) 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 or the Superintendent concerning any matter which may adversely affect their 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 require-

ment. An employee who is required to appear before the Board or the Superintendent pursuant to the provisions of this paragraph 2.11 will be informed of their right to have an Association representative present as provided in this paragraph 2.11.

In the event that it is necessary to discharge, demote or suspend without pay educational support personnel for cause, the employee will be entitled to a prior hearing before the Board of Education. The educational support personnel will be entitled to notice of said hearing, which notice will include the date, time and place of said hearing, the nature of the charges, the identification of witnesses who may testify against the employee, the employee's right to present evidence and the employee's right to be represented by the Association or an attorney of their choosing, which attorney shall be at the employee's expense.

**2.12 Evaluations of Education 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 educational support employee, at least ninety (90) days before the leave is to begin (unless exceptions herefrom 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. 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 contributed 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. Advancement on the salary schedule will be allowed according to the following:
  - i) if an employee works 2/3 or more of their work year, that full year will be allowed on the schedule;

- ii) if an employee works less than 2/3 of their work year, no advancement on the schedule will be allowed;

For the purposes of seniority and advancement on the salary schedule, compensated sick leave days, personal days, bereavement days, vacation days, and days used from the Sick Leave Bank will accrue towards the requirement of working 2/3 or more during a school year. If this requirement is not met, there will be no advancement on the salary schedule and seniority will not accrue. Seniority and advancement on the salary schedule will not accrue during any leave of absence without pay.

- 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** – Leave of absence without pay for health or professional study may be granted to educational support personnel 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 they 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.

An employee who is on leave of absence will advance on the salary schedule and accrue seniority in accordance with the following:

- A. If the employee works 2/3 or more of their work year, that full year will be allowed on the schedule and for purposes of seniority;
- B. If the employee works less than 2/3 of their work year, no advancement on the schedule will be allowed and the employee will accrue no seniority.

For the purposes of seniority and advancement on the salary schedule, compensated sick leave days, personal days, bereavement days, vacation days, and days used from the Sick Leave Bank will accrue towards the requirement of working 2/3 or more during a school year. If this requirement is not met, there will be no advancement on the salary schedule and seniority will not accrue. Seniority and advancement on the salary schedule will not accrue during any leave of absence without pay.

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 members of the School District’s educational support personnel 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 Worker’s Compensation Leave** – Days on Workers’ Compensation Leave shall count as days worked for purposes of seniority and advancement on salary schedule only. Employees on Worker’s Compensation Leave shall retain, but not accrue sick leave days, personal days, vacation days, and professional leave days during their Worker’s Compensation Leave, subject to the limitations set forth in paragraphs 1.9, 1.10, and 1.11 herein.

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 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 four (4) 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 teacher or 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. 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; provided that the Association reimburse the District for each day the equivalent of one-half (0.50) of substitute pay for the individuals. 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.

**1.7 Fair Share** – All teachers and employees covered by this Agreement who are not members of the Association 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.

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 nonmember. Such fees shall be paid to the Association by the Board no later than ten (10) days following the deduction.

If a nonmember 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 teacher or employee is a member, the fair share payment will be made to a non-religious charitable organization mutually agreed upon by the teacher or employee and the Association. If the teacher or 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.

**PART V  
GRIEVANCE PROCEDURE**

**ARTICLE I**

**1.1 Definitions**

- A. Any claim by the Association or any teacher or 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 a teacher or employee and his or her immediately involved supervisor to resolve problems through free and informal communications. When requested by the teacher, an Association representative may accompany the teacher or employee to assist in the informal resolution of the grievance. If, however, the informal process fails to satisfy the teacher, employee or the Association, a grievance may be processed as follows:

- A. The teacher, 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 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 and if requested, the Association's representative shall be present for the meeting. 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 the Step 1.2.B. answer, 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 teachers or 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 a teacher or 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, 2010 and shall continue in effect until June 30, 2013.
- 1.4 No-Strike Provision** – During the term of this Agreement, no teacher or 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 teacher or employee engages in any unlawful strike, then said teacher or 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 with respect thereto.

**Additional Teaching or Curriculum:**

Detention Supervision: High School and Middle School	\$19	per hour
Guidance Counselor, Librarian & District Psychologist:	\$29	per hour
Summer School Instruction, Curriculum Development, & Internal Substitution	\$25	per hour

Additional assignments not related to curriculum development will be paid at a rate determined by the Administration.

All additional work must be authorized by the Building Principal, Assistant Superintendent, or Superintendent.

**Additional Stipends:**

Per Event

The stipend for Scorekeeper, Timekeeper, Ticket Taker, Crowd Control/Chaperone shall be:

Session-2 Game Minimum:	\$32
Session-Single Game:	\$15

The stipend for Track Assistant shall be:

Dual Meet:	\$18
Triangular or larger:	\$29

The stipend for Scorekeeper, Timekeeper, Ticket Taker, Crowd Control/Chaperone for football games shall be:

2 game min:	\$37
Single game:	\$19

The stipend for Fan Bus Chaperone shall be:

under 20 miles:	\$12
20-30 miles:	\$18
excess of 30 miles:	\$29

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

20-30 miles:	\$15
excess of 30 miles:	\$20

\* Workers for scorekeeper, timekeeper, ticket taker, crowd control/chaperone and other additional stipend duties may be filled with volunteers without pay.

**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 year-long 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 \$3770.00 whichever is greater. This yearly amount will be pro rated for a half-year or nine-week class.

**Salary Schedules:**

- Additional Teaching or Curriculum, Additional Stipends, and Teacher Overload Provision
- Teacher Salary Schedule shall be labeled as Salary Schedule A
- Co-Curricular Salary Schedule shall be labeled as Salary Schedule B
- Educational Support Personnel Salary Schedule shall be labeled as Salary Schedule C

2010-2011		Teacher Schedule A										CAS		DB MS				
	BS	+BPR	BS+8	+BPR	BS+16	+BPR	BS+24	+BPR	MS	+BPR	MS+8	+BPR	MS+16	+BPR	MS+24	+BPR	MS+32	+BPR
20											71727	78821	72985	80203	74241	81583	76111	83639
19											69620	76505	70889	77900	72156	79292	73985	81302
18									65900	72418	67574	74257	68853	75662	70129	77065	71918	79030
17									63943	70267	65589	72075	66875	73489	68160	74901	69908	76822
16							58606	64403	62045	68181	63661	69958	64955	71379	66246	72797	67955	74676
15							56981	62617	60203	66157	61791	67902	63089	69329	64385	70753	66056	72589
14							55401	60880	58415	64192	59975	65907	61277	67338	62577	68766	64210	70561
13							53764	59082	56681	62287	58213	63970	59517	65404	60819	66834	62416	68589
12	47812	52541	49511	54408	50808	55833	52371	57551	54998	60437	56503	62091	57808	63525	59111	64957	60672	66673
11	46448	51042	48093	52850	49391	54276	50919	55955	53365	58643	54842	60266	56148	61701	57451	63133	58977	64810
10	45123	49586	46716	51336	48014	52762	49507	54403	51780	56902	53231	58496	54535	59929	55838	61360	57329	62999
9	43836	48171	45378	49866	46675	51291	48134	52895	50243	55212	51667	56777	52969	58208	54269	59637	55727	61239
8	42585	46797	44079	48438	45373	49861	46799	51428	48751	53573	50149	55109	51448	56536	52745	57962	54170	59528
7	41370	45462	42816	47051	44108	48470	45502	50002	47304	51982	48675	53489	49970	54912	51264	56334	52657	57864
6	40190	44165	41590	45703	42878	47119	44240	48615	45899	50439	47245	51918	48535	53335	49824	54752	51185	56248
5	39044	42905	40399	44395	41682	45805	43013	47267	44537	48941	45857	50392	47141	51804	48425	53214	49755	54676
4	37930	41681	39242	43123	40520	44527	41820	45956	43214	47488	44510	48912	45787	50316	47065	51719	48365	53148
3	37140	40813	38420	42220	39702	43629	40983	45036	42263	46443	43544	47850	44825	49258	46105	50665	47386	52072
2	36702	40332	37967	41722	39234	43114	40500	44505	41765	45896	43031	47286	44296	48677	45562	50068	46827	51459
1	36483	40091	37741	41474	39000	42857	40258	44240	41516	45622	42774	47004	44032	48387	45290	49769	46548	51152

Non-VERP teachers that were already on the top step in 2009-2010 will receive a 1% increase on their teaching salary.

2011-2012		Teacher Schedule A										CAS							
		BS	+BPR	BS+8	+BPR	BS+16	+BPR	BS+24	+BPR	MS	+BPR	MS+8	+BPR	MS+16	+BPR	MS+24	+BPR	MS+32	+BPR
																		DB MS	
20																			
19												71012	78035	72307	79458	73599	80878	75465	82928
18												68926	75742	70230	77176	71532	78607	73356	80611
17										65222	71673	66900	73517	68213	74959	69523	76399	71306	78359
16										63286	69545	64935	71357	66254	72806	67570	74253	69314	76169
15										61407	67480	63027	69260	64351	70715	65673	72168	67377	74041
14										59583	65476	61175	67225	62503	68685	63828	70141	65495	71972
13										57814	63532	59377	65250	60708	66712	62036	68171	63665	69961
12										56098	61646	57633	63333	58964	64796	60293	66256	61886	68006
11										54432	59816	55939	61472	57271	62935	58600	64396	60157	66106
10										52816	58040	54296	59666	55626	61128	56954	62587	58476	64259
9										51248	56316	52700	57912	54028	59372	55355	60829	56842	62463
8										49726	54644	51152	56211	52477	57667	53800	59121	55254	60718
7										48250	53022	49649	54559	50970	56011	52289	57461	53710	59022
6										46817	51448	48190	52956	49506	54402	50821	55847	52209	57372
5										45427	49920	46774	51400	48084	52840	49393	54278	50750	55769
4										44079	48438	45400	49890	46703	51322	48006	52754	49332	54211
3										43109	47372	44415	48807	45721	50243	47027	51678	48334	53114
2										42600	46814	43891	48232	45182	49651	46473	51069	47764	52488
1										42346	46534	43629	47944	44913	49355	46196	50765	47479	52175
										41516	45622	42774	47004	44032	48387	45290	49769	46548	51152

Non-VERP teachers that were already on or beyond the top step in 2010-2011 will receive a 2% increase on their 2010-2011 teaching salary.

2012-2013		Teacher Schedule A										CAS						
	BS	+BPR	BS+8	+BPR	BS+16	+BPR	BS+24	+BPR	MS	+BPR	MS+8	+BPR	MS+16	+BPR	MS+24	+BPR	MS+32	+BPR
20											70993	78015	72337	79491	73678	80965	75557	83029
19											68907	75722	70259	77208	71609	78691	73445	80709
18									65184	71631	66883	73498	68241	74991	69598	76481	71393	78454
17									63249	69504	64918	71338	66282	72837	67643	74333	69398	76262
16							58204	63961	61371	67441	63010	69242	64378	70745	65743	72245	67459	74131
15							56590	62187	59549	65438	61159	67207	62529	68713	63897	70216	65574	72060
14							55021	60463	57781	63495	59362	65233	60733	66740	62102	68244	63742	70046
13			50527	55524	51890	57022	53495	58786	56065	61610	57617	63316	58989	64823	60358	66328	61961	68089
12	47406	52095	49080	53934	50443	55432	52012	57156	54401	59781	55925	61456	57295	62961	58663	64465	60230	66187
11	46054	50609	47674	52389	49036	53886	50570	55571	52785	58006	54281	59650	55649	61153	57015	62654	58547	64337
10	44740	49165	46309	50889	47669	52384	49167	54030	51218	56284	52686	57897	54051	59397	55414	60895	56911	62540
9	43464	47762	44983	49432	46340	50923	47804	52532	49697	54613	51138	56196	52499	57691	53858	59184	55321	60792
8	42224	46400	43695	48016	45048	49503	46478	51075	48222	52991	49636	54545	50991	56034	52345	57522	53775	59094
7	41019	45076	42443	46641	43791	48122	45189	49659	46790	51418	48177	52942	49527	54425	50875	55907	52273	57443
6	39849	43790	41228	45305	42570	46780	43936	48282	45401	49891	46762	51387	48104	52862	49446	54336	50812	55837
5	39019	42878	40364	44356	41711	45836	43056	47315	44402	48793	45747	50272	47093	51750	48438	53229	49784	54707
4	38559	42373	39889	43834	41219	45296	42549	46757	43878	48218	45208	49679	46538	51140	47867	52601	49197	54062
3	38329	42120	39651	43572	40973	45026	42295	46478	43617	47930	44938	49383	46260	50835	47582	52288	48903	53740
2	37577	41294	38873	42718	40170	44143	41466	45567	42761	46991	44057	48415	45353	49838	46649	51262	47944	52686
1	36483	40091	37741	41474	39000	42857	40258	44240	41516	45622	42774	47004	44032	48387	45290	49769	46548	51152

Non-VERP teachers that were already on or beyond the top step in 2011-2012 will receive a 3% increase on their 2011-2012 teaching salary.

## CO-CURRICULAR SALARY SCHEDULE B

1.25	HS	Athletic Director
0.9	HS	HEAD: Band, Baseball, Basketball, Football, Soccer, Softball, Speech, Track, Volleyball, Wrestling
	MS	Athletic Director
0.7	HS	HEAD: Cross Country, Golf
		ASST: Band, Baseball, Basketball, Football, Softball, Speech, Track, Volleyball, Wrestling, Soccer
0.65	MS	HEAD: Band, Baseball, Basketball, Softball, Track, Volleyball, Wrestling
0.45	HS	Cheerleading (Basketball), Chorus, Musical, Play, Yearbook, Asst. Golf
	MS	ASST: Band, Baseball, Basketball, Softball, Track, Volleyball, Wrestling
0.3	HS	HEAD: Cheerleading (Football), Color Guard, Math, Scholastic Bowl
	MS	Cheerleading, Chorus, Yearbook
0.25	HS	Student Council, ASST: Cheerleading, Math, Scholastic Bowl
	MS	Play, Scholastic Bowl
0.2	HS	National Honor Society
	MS	Head Math, Student Council
	EL	Intramural Coordinator
0.15	MS	Honor Society

### NON-GRADUATING STIPENDS

0.25	HS	Junior Class Sponsor
	MS	Eighth Grade Class Sponsor
0.2	HS	Senior Class Sponsor, Asst. Drama
0.18	HS	Freshman and Sophomore Class Sponsors
	MS	Literary, Newspaper, Read-a-thon, Spelling, Young Authors
	EL	Read-a-thon, Safety Patrol, Spelling, Young Authors, Literary, Yearbook
0.15	HS/MS	Board Sanctioned Clubs

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.

When a non-bargaining unit member is assigned to a co-curricular position, the Administration has the option to pay 80% of the stipend from Salary Schedule B for that assignment.

	2010-2013												
	Co-curricular												
Schedule B	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8	Level 9	Level 10	Level 11	Level 12	Plus
1	\$4,206	\$4,206	\$4,417	\$4,627	\$4,837	\$5,048	\$5,258	\$5,468	\$5,679	\$5,889	\$6,310	\$6,520	\$6,730
0.9	\$3,785	\$3,786	\$3,975	\$4,164	\$4,354	\$4,543	\$4,732	\$4,921	\$5,111	\$5,300	\$5,679	\$5,868	\$6,057
0.7	\$2,944	\$2,944	\$3,092	\$3,239	\$3,386	\$3,533	\$3,681	\$3,828	\$3,975	\$4,122	\$4,417	\$4,564	\$4,711
0.65	\$2,734	\$2,734	\$2,871	\$3,008	\$3,144	\$3,281	\$3,418	\$3,554	\$3,691	\$3,828	\$4,101	\$4,238	\$4,375
0.45	\$1,893	\$1,893	\$1,988	\$2,082	\$2,177	\$2,271	\$2,366	\$2,461	\$2,555	\$2,650	\$2,839	\$2,934	\$3,029
0.3	\$1,262	\$1,262	\$1,325	\$1,388	\$1,451	\$1,514	\$1,577	\$1,640	\$1,704	\$1,767	\$1,893	\$1,956	\$2,019
0.25	\$1,052	\$1,052	\$1,104	\$1,157	\$1,209	\$1,262	\$1,315	\$1,367	\$1,420	\$1,472	\$1,577	\$1,630	\$1,683
0.2	\$841	\$841	\$883	\$925	\$967	\$1,010	\$1,052	\$1,094	\$1,136	\$1,178	\$1,262	\$1,304	\$1,346
0.15	\$631	\$631	\$663	\$694	\$726	\$757	\$789	\$820	\$852	\$883	\$946	\$978	\$1,010

Non-Graduating Stipends

0.25	\$1,052
0.2	\$841
0.18	\$757
0.15	\$631

Schedule C Educational Support Personnel will receive an annual salary statement reflecting the length of their work year, their workday, and annual salary based upon the stated hourly, daily or yearly rate of pay.

2010-2011	Assistant Grounds, Custodians & Secretaries		
Food Service			
1	\$12.83	1	\$15.10
2	\$12.96	2	\$15.30
3	\$13.22	3	\$15.55
4	\$13.62	4	\$15.70
5	\$13.40	5	\$15.89
6	\$13.47	6	\$16.07
7	\$13.66	7	\$16.26
8	\$15.06	8	\$16.58
9	\$15.82	9	\$18.30
		10	\$19.06

Clerical Aide (75% of Secretarial)

Technical Associates  
\$188.66 per day

Teacher Aides  
\$117.57 per day

Non-VERP Food service employees that were already on step 9, non-VERP custodians that were already on step 10, and non-VERP secretaries that were already on step 13 in 2009-2010 will receive a 1% increase in their regular hourly wage.

When a food service employee works an event that requires a change in uniform, for example an evening banquet, the employee will be paid one hour to allow for travel and time to change uniforms.

Grounds-Lead Man		Head Mechanic	
1	\$35,705	1	\$52,035
2	\$36,923	2	\$52,035
3	\$38,184	3	\$53,179
4	\$39,487	4	\$54,324
5	\$40,835	5	\$55,469
6	\$42,228	6	\$56,611
7	\$43,669	7	\$57,755
8	\$45,160	8	\$58,899
9	\$46,701	9	\$60,042
10	\$48,295	10	\$61,185
		11	\$62,329

Assistant Maintenance Mechanic  
75% of Head Mechanic

Schedule C Educational Support Personnel will receive an annual salary statement reflecting the length of their work year, their workday, and annual salary based upon the stated hourly, daily or yearly rate of pay.

2011-2012		Assistant Grounds, Custodians & Secretaries	
Food Service			
1	\$12.83	1	Clerical Aide (75% of Secretarial)
2	\$13.09	2	
3	\$13.22	3	
4	\$13.30	4	Technical Associates
5	\$13.41	5	\$192.44
6	\$13.67	6	
7	\$13.74	7	Teacher Aides
8	\$13.93	8	
9	\$15.36	9	\$119.92
		10	

Non-VERP food service employees, custodians, and secretaries that were already on or beyond the last step in 2010-2011 will receive a 2% increase from their 2010-2011 regular hourly wage.

When a food service employee works an event that requires a change in uniform, for example an evening banquet, the employee will be paid one hour to allow for travel and time to change uniforms.

Grounds-Lead Man		Head Mechanic	
1	\$35,705	1	\$52,035
2	\$37,005	2	\$52,035
3	\$38,352	3	\$53,179
4	\$39,748	4	\$54,324
5	\$41,196	5	\$55,469
6	\$42,695	6	\$56,611
7	\$44,250	7	\$57,755
8	\$45,861	8	\$58,899
9	\$47,531	9	\$60,042
10	\$49,261	10	\$61,185
		11	\$62,329

Assistant Maintenance Mechanic  
75% of Head Mechanic

Schedule C Educational Support Personnel will receive an annual salary statement reflecting the length of their work year, their workday, and annual salary based upon the stated hourly, daily or yearly rate of pay.

2012-2013  
Food Service

Assistant Grounds,  
Custodians & Secretaries

1	\$12.83	1	\$15.10	Clerical Aide (75% of Secretarial)
2	\$13.21	2	\$15.55	
3	\$13.48	3	\$15.86	
4	\$13.62	4	\$16.07	Technical Associates
5	\$13.70	5	\$16.34	\$198.21
6	\$13.82	6	\$16.49	
7	\$14.08	7	\$16.69	Teacher Aides
8	\$14.16	8	\$16.88	\$123.52
9	\$14.35	9	\$17.08	
		10	\$17.42	

Non-VERP food service employees, custodians, and secretaries that were already on or beyond the last step in 2011-2012 will receive a 3% increase from their 2011-2012 regular hourly wage.

When a food service employee works an event that requires a change in uniform, for example an evening banquet, the employee will be paid one hour to allow for travel and time to change uniforms.

	Grounds- Lead Man		Head Mechanic
1	\$35,705	1	\$52,035
2	\$37,127	2	\$52,800
3	\$38,605	3	\$53,596
4	\$40,142	4	\$54,774
5	\$41,740	5	\$55,954
6	\$43,402	6	\$57,133
7	\$45,130	7	\$58,309
8	\$46,927	8	\$59,487
9	\$48,796	9	\$60,666
10	\$50,739	10	\$61,843
		11	\$62,329

Assistant Maintenance Mechanic  
75% of Head Mechanic

## **Bus Drivers Pay Schedule C**

### 1) Hourly Pay for Length of Route

Hires Pre 7/1/09

\$21.80/hour

Hires Post 7/1/09

\$15.00/hour

### 2) Longevity/Extra Duty Stipend (based upon continuous service years with threshold tested on July 1 and January 1 and 50% prorated stipend possible).

0 to 4 years	\$ 500/Year
5 to 9 years	\$1000/Year
10 to 14 years	\$2000/Year
15 to 19 years	\$3000/Year
20 to 24 years	\$4000/Year
25 or more years	\$5000/Year

No driver will be paid less than \$50/day if assigned to a normal daily route on a continual basis (not substituting).

### **Extra Runs and Substitute Drivers**

All Drivers that drive any run other than a routine assigned route will be paid at the extra run rate of \$13.52/hour until December 31, 2010. On January 1, 2011, the extra run rate increases to \$13.65/hour. Any driver that substitutes for another driver will be paid at the extra run rate.

### **Bus Driver Refresher Course**

The district will continue to provide the training (on-site or off-site) for the refresher course currently required for bus drivers. Those drivers electing to take advantage of the district provided refresher course will be compensated at the Extra Run rate.

This Agreement is signed this \_\_\_\_\_

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

By \_\_\_\_\_  
Its President

Attest \_\_\_\_\_  
Its Secretary

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

By \_\_\_\_\_  
Its President

Attest \_\_\_\_\_  
Its Secretary

## MEMORANDUM OF UNDERSTANDING

Between the Board of Education and Reed-Custer Education Association, it is understood the items contained in the memorandum of understanding are not subject to grievance.

- A. The Board will make every effort to preserve plan time as it is currently in practice.
- B. This memorandum is to express the intent of the Reed-Custer CUSD #255 Board of Education to remove the positions of Athletic Director from the bargaining unit effective July 1, 2011. The Board will file the necessary paperwork with the Illinois Education Labor Relations Board to amend the bargaining unit and the Reed-Custer Education Association will concur with the filing and the change before the IELRB.

The parties further understand that the positions of High School Athletic Director and Middle School Athletic Director shall remain within the bargaining unit and subject to the terms and conditions of the collective bargaining agreement for the duration of the 2010-2011 school year.

- C. Retroactive pay differences will be spread out evenly over the employees' remaining 2010-2011 pay vouchers beginning no later than the second October pay date.

