

# HERSCHER COMMUNITY UNIT SCHOOL DISTRICT #2

Kankakee County, Illinois

## AGREEMENT BETWEEN THE BOARD OF EDUCATION AND THE U2CT – Non Certified Staff –

Effective July 1, 2016 – June 30, 2023

2016 – 2017  
2017 – 2018  
2018 – 2019  
2019 – 2020  
2020 – 2021  
2021 – 2022  
2022 – 2023

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# **Article I: Recognition**

## **1.1 Parties to the Agreement**

The Board of Education of Herscher Community Unit School District #2, Kankakee County, Illinois, hereinafter referred to as the "Board" hereby recognizes the Support Staff of the Unit Two Classroom Teachers, Council of Local #604, IFT, AFT, AFL-CIO, hereinafter referred to as the "Union" as the sole and exclusive bargaining representative for all full and part time educational support staff employees in the bargaining unit described by the following positions and/or categories:

All building Secretaries, the high school guidance Secretary, Paraprofessionals, Clerks, Food Service, Maintenance, and Custodians.

The following positions and/or categories are excluded from the bargaining unit:

All unit office Secretaries, Payroll Clerk, Accounts Payable Clerk, Book Keeping/Human Resources, Special Needs, and Transportation/Technology Secretary.

It is understood and agreed, however, that the Board, Administration, individual employees, or group of employees in the District retain their right to discuss problems relating to educational matters which are beyond the scope of salaries and the terms covered by the Agreement.

## **1.2 Conformity to Law**

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction or in the event the Congress or the Legislature enacts a law in conflict with any article, section, or clause of this Agreement, negotiations shall be reopened with regards to that article, section, or clause that is declared to be illegal or in conflict with the law. The remaining articles, sections, or clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the negotiated article, section, or clause.

## **1.3 Definition of "Employee"**

When used hereinafter in this Agreement, the term "Employee" shall refer to a member of the educational support staff bargaining unit as described in 1.1 above, except as expressly stated otherwise.

## **1.4 Conflict Between Policy and Contract**

In the event any policy, rule or regulation of the Board conflicts with any provision of this Agreement, the provisions of the Agreement shall prevail to the extent permitted by law.

## **Article II: Board – Union Relations**

### **2.1 Management Rights**

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State and of the United States.

The exercise of the powers, rights, authority, duties, and responsibilities by the Board in adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

However, it is agreed between the parties that the impact of any change resulting from the Board exercising its managerial prerogative will be subject to negotiation.

### **2.2 Right to Representation**

- A. The U2CT agrees to represent equally and without prejudice all members of the bargaining unit for purposes of negotiations with the Board concerning terms and conditions of their employment.
- B. When an employee is required to appear before the building administrator or supervisor for a reprimand or for any matter which could adversely affect the employee's continued employment in the District, the employee shall be entitled to request to have a representative of the Union present. When an employee is required to appear before the Board for any matter which could affect the employee's salary or continued employment in the District, the employee shall be entitled to have a representative of the Union present. Further, when an employee is required to appear before the Board, the employee shall be notified in writing of the reason for the appearance.

### **2.3 U2CT/Administrators' Meetings**

The U2CT and the Board of Education, in an effort to foster better day-to-day communications and to achieve and maintain a mutually beneficial relationship through the use of a continuing communications program to effectively maintain stable labor-management relations shall have regularly scheduled meetings. The Superintendent and/or his/her designee(s) and a school board representative shall meet with representatives of the U2CT to discuss issues of mutual concern. Dates for these meetings (i.e.: the third Wednesday of the month) will be set for September, November, January, and May at the start of the school year with the understanding that dates may change.

Agenda items shall be exchanged by the Superintendent and U2CT president at least three (3) school days before each meeting. If agenda items are not received three (3) school days prior to the scheduled meeting then the meeting may be cancelled, or the meeting may be rescheduled at a mutually agreed upon time. These meetings shall be "meet & confer" sessions, but this does not prohibit the Parties from arriving at mutually agreed resolutions of issues.

The meetings shall be chaired on alternating basis, between the Superintendent and U2CT President. The U2CT and Administration will try to include representatives from more than one attendance center when the meetings involve more than one representative of the Administration and U2CT. Each side will limit its respective representatives to four (4) persons at each of these meetings. The school board representative does not count for either side during the meeting.

Topics will be recorded as they are discussed. Any procedures or recommendations from these meetings will be communicated to the proper groups: Board of Education, U2CT Officers, and Superintendent. Drafts of the minutes will be refined by one representative from each party and then shared at the same time with all members of the proper groups.

#### **2.4 U2CT/Principal Meetings**

The Principal of each school shall meet as needed by mutual agreement with the U2CT Building Representative to discuss questions relating to the implementation of this Agreement.

#### **2.5 Information to the U2CT**

The Board shall furnish the U2CT President with the following documents as they are received, completed, or compiled:

- A. Board agendas
- B. Official minutes of the Board meetings
- C. Monthly budget summaries
- D. Board policy manual
- E. Annual auditor's report and management letter
- F. Current fiscal year budget
- G. Statistical information, not including employee names, pertaining to employee step placement, salary lane placement, extended service placement, and present insurance coverage.
- H. Employee lists including home addresses and listed telephone numbers.

#### **2.6 Meetings Notes and General Information**

The U2CT shall have the right to request and upon approval of the Building Principal to use the school buildings for meetings provided that such meetings do not interfere with instructional and/or extracurricular programs. Any out-of-pocket expenses, as a result of said meeting(s), will be reimbursed to the District by the U2CT. The U2CT may use designated teacher lounge bulletin boards for U2CT matters, and the Superintendent shall be given a copy of all open communications. After notification is given to the Building Principal, the U2CT shall be allowed reasonable use of typewriters, computers, district emails, and duplicating equipment providing there is no interference with school functions or scheduling. The U2CT will pay for all consumable materials used. No school equipment shall be removed from the premises or used for political purposes.

#### **2.7 Dues Check Out**

The Board shall deduct from the regular paycheck of each employee from whom it receives written authorization to do so the required amount of U2CT dues. The dues and a list of employees from whom the dues have been deducted and the amount deducted from each shall be forwarded to the proper U2CT officer no later than five days after such deductions were made. Deductions shall continue unless and until the authorization is withdrawn by the employee by written notice to the Superintendent.

## **2.8 Copies of the Agreement**

Within 30 days of ratification of the Agreement, or the first day of school (whichever is later), the Board shall supply all employees with a copy of the Agreement, plus 25 additional copies for U2CT use.

## **2.9 Fair Share**

- A. All employees covered by this Agreement who are not members of the U2CT who commence their employment beginning with the 2013-2014 school year, continue during the term of this Agreement, and remain non-members of the U2CT shall pay to the U2CT each month their fair share of the costs of the services rendered by the U2CT that are chargeable to the non-members under state and federal law.
- B. Such fair share payment by non-members shall be deducted by the Board from the earnings of the non-member employees and remitted to the U2CT provided, however, that the U2CT shall certify to the Board of a fair share amount not to exceed the dues uniformly required of members in conformity with the state law and Labor Board rules.
- C. The U2CT shall ascertain the names of all employee non-members of the U2CT from whose earnings the fair share payments shall be deducted, which shall be transmitted, in writing, to the Superintendent of Schools.
- D. The U2CT shall cause to be posted a notice concerning the fair share fee information required or permitted by the Labor Relations Act and Board rules.
- E. Upon adoption of a U2CT internal appeal procedure, the U2CT shall supply the Superintendent with a copy. In addition, the U2CT shall advise the Superintendent of subsequent changes therein.
- F. Upon receipt of formal notice of an objection of unfair labor practice charge to the Labor Board, the U2CT and the Board shall forward the objector's fee or portion of the objector's fees being contested to the Labor Board to be placed in an escrow account pending a decision or mutually agreeable settlement between the U2CT and the objector(s).
- G. The U2CT shall indemnify and hold harmless the Board, its members, officers, agents, and employees from and against any and all claims, demands, action, complaints, suits, or other forms of liability that shall arise out of, or by reason of action taken by the Board for the purposes of complying with the above provisions of the Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any such provisions.
- H. If during the term of this Agreement, the Labor Board or a court of competent jurisdiction rules any part of this Article void or not enforceable, the U2CT and the Board agree to convene negotiations if so ordered by competent jurisdiction on this matter in a reasonable amount of time for the sole purpose of bringing this Article into compliance with the standards or rulings of said Labor Board or Court.



## **2.10 Release Time**

The Board will permit the U2CT President three days, of his/her choice (with the Superintendent's approval), per year to attend local, state, or national Union Conferences or to do investigative research concerning a grievance within the District. In the event a substitute teacher is needed, the U2CT will pay the substitute's salary.

## **2.11 Employment Notification**

The Superintendent's office shall notify the U2CT President and Treasurer within 10 working days of the hiring of any employee covered by this agreement. The new employee's name, address, date of hire, and job title shall be provided through email.

## **2.12 Union Right to Address Employees**

The U2CT President or his/her designee shall be allotted at least five minutes during the District workshop for orientation of new staff. In addition, the U2CT President or his/her designee shall be allowed to address the available staff during the opening day meetings at the beginning of the school year. The District will not reimburse for time nor mileage for any unavailable staff member to be present at these meetings.

## **Article III: Grievance Procedure**

### **3.1 Definitions**

**Claim:** A grievance is a claim that there has been a violation, misinterpretation, or misapplication of the terms of this Contract. Any item not included in this contract may not be grieved.

**Grievant:** A grievant is defined as:

- A member of the U2CT making the allegations;
- The Union acting through its designated representative(s) as the collective (bargaining) agent of the members as a group.

**Time Limits:** All references to time limits consist of school days, except when a grievance is submitted less than ten (10) days before the close of the current school year, time limits shall consist of all weekdays in order that matters may be resolved before the close of the school year or as soon thereafter as possible. School days for the purpose of grievance procedure shall mean mandatory attendance days.

If a grievance is not appealed to the next step or referred to arbitration within the specified time limit, it shall be considered settled on the basis of the last answer. If the District does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and appeal the grievance to the next step. Time limits may be extended only by mutual agreement.

**Union Representatives:** A Union representative is defined as:

- Any building representative(s)
- Union Executive Board Officer(s)

### **3.2 General Provisions**

**Informal Resolution:** The parties hereto acknowledge that it is usually most desirable for a member and his/her immediately involved supervisor to resolve problems through free and informal communications. A Union representative may accompany the Grievant upon request to assist in the informal resolution of the grievance. If, however, such informal processes fail to satisfy the Grievant or the Union, a formal grievance may be processed.

**Union Participation:** The Board acknowledges the right of the Union's grievance representative to participate in the processing of a grievance filed by the Grievant or the Union at any level. No Grievant shall be required to discuss any grievance if the Union's representative is not present.

At least one Union representative shall be present at any meetings, hearings, appeals, or other proceedings relating to a grievance, which has been formally presented by the Grievant or a member of the Union. Nothing contained herein shall be construed as limiting the right of any Grievant to discuss the matter informally with his/her supervisor and having the grievance adjusted without intervention by the Union, provided the adjustment is not inconsistent with this Contract or coercive.

**Access to Information:** The Board and the Administration shall provide information and materials as deemed necessary and cooperate with the Union until a satisfactory resolution is obtained and is agreed upon by all parties involved.

**Reprisals:** No reprisal of any kind shall be taken by the Board or the Administration against a Grievant because of his/her participation in a grievance procedure.

**Released Time:** If, in the opinion of the Administration, the investigation of processing of any grievance requires that a Grievant or a Union representative be released from his/her regular assignment, she/he may be released without loss of pay or benefits.

**File:** All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

**Withdrawal of Grievance:** A grievance may be withdrawn at any level without establishing precedent by the Grievant or the Union.

### 3.3 Procedure

#### **Step One (Grievant/Union)**

The filing of the grievance at the first stage must be within the (10) school days of the original occurrence of the grievance.

The written information contained in the filed grievance shall include:

- a description of the specific grounds of the grievance, including names, dates and places necessary for a complete understanding of the grievance;
- a listing of the provisions of this Contract which are alleged to have been violated, or misapplied;
- a listing of specific actions requested of the administration which will remedy the grievance.

The Grievant or the Union may present the grievance to the supervisor immediately involved who shall arrange for a meeting to take place within five (5) days after the receipt of the grievance. If the grievance involves the Union or a Union member, the named representative shall be present for the meeting with the Grievant and the immediately involved supervisor. The supervisor shall provide a written answer to the grievance to all parties concerned five (5) days after the meeting. This answer shall include a reason for the decision.

#### **Step Two (Superintendent)**

If the grievance is not resolved at Step One, then the Grievant shall refer the grievance to the Superintendent within five (5) days after receipt of the step one answer or within five (5) days after the Step One meeting, whichever is later.

The Superintendent shall arrange for a meeting with the representatives of the Union and the Grievant to take place within five (5) days of his/her receipt of the appeal. Each party shall have the right to include in its presentation such witnesses and legal representation as it deems necessary to develop facts pertinent to the grievance.

Upon conclusion of the hearing, the Superintendent shall have ten (10) days in which to provide his/her written decision with reasons to all parties concerned.

#### **Step Three (Board)**

If the grievance is not resolved at Step Two, the Grievant may refer the grievance to the Board within five (5) days after the receipt of the step two answer or within five (5) days after the step two meeting, whichever is later.

If all parties concerned agree, Steps One and Two of the grievance procedure may be accelerated and the grievance brought directly to the Board.

- The President of the Board shall arrange for a meeting with the representatives of the grievant at the time of the next regularly scheduled board meeting.
- If the matter is of such urgency as he/she deems necessary, the President may call a special meeting at his/her convenience to consider the grievance.
- Each party shall have the right to include in its presentation such witnesses and legal representation as it deems necessary to develop pertinent facts to the grievance.
- Upon conclusion of the hearing, the president of the Board shall have five (5) days in which to provide a written decision with reasons to all parties concerned.

**Step Four (Arbitration Limitations)**

If the grievance is not resolved at Step Three, the Union makes the decision to submit or not to submit the grievance to final and binding arbitration.

If a demand for arbitration is not filed by the Grievant within ten (10) days of the date for the Step Three decision, the grievance shall be deemed withdrawn.

- The arbitrator shall act in a judicial, not legislative, capacity and shall have no right to recommend to, amend, modify, nullify, ignore, add to or subtract from the provisions of this Contract. He/she shall only consider and make a decision with respect to the specific issue submitted, and shall have no authority to make a decision on any other issue not so submitted to him/her. The arbitrator shall be without power to make a decision contrary to or inconsistent with or modifying or varying in any way the application of statutory or decisional law or any rules and regulations having the force and effect of law.
- A decision by the arbitrator rendered consistent with the terms of this Contract shall be final and binding.

**Arbitration Expenses:** Expenses for the arbitrator's services shall be borne equally by the Board and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. The cost of a record of the proceedings shall be borne by the party requesting same. Any additional charges made by the arbitrator as a result of a continuance or cancellation of the proceeding shall be borne by the party seeking the continuance or cancellation.

**Arbitration Meetings and Hearing:** All meetings and hearings shall occur, if possible, at times outside of the Grievant's normal working hours and shall be scheduled at times that are mutually agreeable to the Grievant, the Board, and the arbitrator.

**Release Time, Arbitration Hearings:**

- Grievant shall be granted release time to attend arbitration hearings, if held during school hours.
- All meetings and hearings shall occur, if possible, at times outside of the Grievant's normal working hours and shall be scheduled at times that are mutually agreeable to the grievant, the Board, and the arbitrator.

## **Article IV: Negotiation Procedures**

### **4.1 Selection, Size of the Negotiating Teams**

Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. It is understood neither party may have more than seven members on its team during any particular negotiation session.

### **4.2 Good Faith Negotiations**

Both parties understand and agree to negotiate in good faith. For the purpose of this process, the parties agree "good faith" means the parties will consider proposals and counter proposals presented by either side and will make an effort to arrive at an agreement. It does not imply that either party must make concessions or capitulate in part or totally regarding matters under consideration.

### **4.3 Power to Negotiate**

It is the mutual responsibility of the School Board and the U2CT that their respective negotiating agents be clothed with necessary power and authority to make and consider proposals, counter proposals, and tentative agreements.

### **4.4 Beginning Date for Negotiations**

Negotiations shall begin on or about March 1st of the year the Agreement expires. By mutual written agreement, the parties may select an alternate date.

### **4.5 Tentative Agreements and Scheduled Sessions**

All tentative agreements shall be written and initialed by the spokesperson of the respective teams at the meeting during which the tentative agreement is reached. Initialed copies shall be given to each negotiating team. The next negotiating session will be scheduled prior to the adjournment.

### **4.6 Settlement Procedure**

The Agreement or any phase of it shall be considered tentative until the entire Agreement is negotiated. After the support staff has ratified the Agreement, the Board will take official action on the tentative Agreement at, or before, its next regularly scheduled Board meeting.

### **4.7 Closed-session Meetings**

All negotiating meetings shall be closed-sessions.

### **4.8 Mediation**

If agreement on all items is not reached by the parties by July 15th, the Federal Mediation and Conciliation Service will be used after either party declares an impasse in the negotiations.

### **4.9 Contract Reopener**

The Board and the U2CT agree not to reopen the contract during its lifetime, unless mutually agreed to.

## **Article V: No Strike Provision**

### **5.1 No Strike**

- A. It is agreed and understood that there will be no strike, work stoppage, slow-down, picketing, or other concerted action or refusal or failure to perform fully and faithfully job functions and responsibilities or other interference with the operations of the District by the U2CT or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.
  
- B. The Union recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement.

## **Article VI: Working Conditions**

### **6.1 Work Day**

The work day for support staff varies by position as outlined in sections 9.5 through 9.7 of this contract. All employees working seven hours or more in a work day shall receive two non-consecutive fifteen-minute duty-free breaks each day, as scheduled by the supervisor. These employees shall also take a 30-minute, unpaid, duty free lunch break, as determined and scheduled by the supervisor. Then any employee working between four and six hours has a choice between a fifteen-minute break or a 30-minute unpaid duty free lunch.

### **6.2 Seniority**

Seniority shall be defined as the continuous length of time of employment effective from the date of original hire in the district. At the request of the Administration, if a support staff member is moved from one position in a category to another position in a different category, that staff member does not lose any seniority from the original category. Employees shall earn one year of seniority for each full year worked in the District within their respective category.

In the initial year of employment, any employee whose start date is prior to November 1 shall earn one full year of seniority credit. Any full-time employee hired after November 1, but before February 1 will earn one-half (1/2) year seniority credit. An employee whose initial start date is February 1 or later shall not earn seniority credit for that year. An employee does not accrue seniority while on an unpaid leave of absence (excluding FMLA leave for eligible Employees) or while on recall.

The District shall maintain separate seniority lists for employees, categorized by positions. Annually, but no later than January 15, the District shall post seniority lists and provide a copy to the Union President. Employees and/or the Union shall be afforded at least five work days to submit corrections to the seniority list to the Superintendent.

### **6.3 Reduction-in-Force and Recall**

When evaluating seniority for reduction-in-force purposes, if an employee is full-time by working part-time in two different categories, the employee will receive "bumping rights" in both categories. Additionally, should two employees have the same number of years of experience within a category, ties shall be broken as follows:

- 1) The original date of hire within the district
- 2) The original date of approval by the Board of Education
- 3) The date the letter of employment was signed.

If an employee is removed or dismissed or the hours he/she works are reduced as a result of a decision by the Board to decrease the number of employees or to discontinue some particular type of educational support service, the following provisions shall apply:

- A. Written notice shall be mailed to the employee by certified mail, returned receipt requested, or by personal delivery with receipt at least 30 days before the employee is removed or dismissed or the hours are reduced, together with a statement of honorable dismissal and the reason for the reduction-in-force.
- B. The employee with the shorter length of seniority in the District within the respective category of position shall be dismissed first.

- C. If the Board has vacancies during a recall period of one (1) year, the positions becoming available within a specific category shall be offered to the employee removed or dismissed from that category according to reverse seniority at the time of release, provided he/she is qualified to hold such position.
- D. Employees shall be returned to the category of position which they held prior to release, if vacant. If no positions are available in an employee's category, then the employee shall be eligible for any other vacancy in other categories for which he/she has accrued seniority held in the District or any other category or positions so far as he/she is qualified to hold such position.
- E. Notice of recall shall be sent to an employee by certified mail (return receipt requested) to the last address submitted to the Board by the employee. The employee must notify the Board in writing, within 10 calendar days of receipt of the offer, of the acceptance or rejection of any vacant position tendered to the employee during the recall period. Any employee who fails to notify the Board of his/her acceptance or rejection of an offered position within the time lines set forth shall be deemed to have waived his/her recall rights and will no longer be eligible for any other vacant positions that become available within the recall period. An employee who timely responds but declines the offered position shall remain on the recall list, but will be placed at the bottom of the list of the respective category.
- F. If an employee is released and recalled to a position within the legal recall period, the reduction-in-force shall not constitute a break in service with the District.

#### **6.4 Evaluation**

Each employee's job performance shall be evaluated by his/her direct supervisor/administrator. The evaluation process includes scheduled annual evaluations, on forms applicable to the job classification, and day-to-day appraisals. The evaluator may receive input from employee's direct supervisor or certified staff (i.e. special education or classroom teacher) assigned to work directly with the employee who has knowledge of the employee's performance. This input, however, will not comprise the entire evaluation for the employee and the evaluator will observe the employee a minimum of one time. Additional evaluations may occur, if needed. A progress conference for all newly-hired employees shall occur within the first three months.

Following each evaluation, a conference shall be held between the employee and the supervisor/administrator. A copy of the evaluation will be provided to the employee at least 24 hours before the conference. If necessary, he/she will give recommendations to the employee, and the employee will be given the opportunity to remediate those areas. The employee shall sign the evaluation, which acknowledges receipt and review, but may not signify agreement. The evaluation shall be placed in the employee's file.

The employee may file a signed statement on his/her behalf that relates to any evaluation in his/her file with which he/she does not concur. Such dissenting statements shall be attached to the original material.



## **6.5 Personnel Files**

The official file of all materials related to an employee shall exist at the Unit Office. Each employee shall have the right to review the contents of said employee's personnel file with the exception of pre-employment confidential materials, and to attach and place therein written reactions to the contents.

Anonymous letters or materials shall not be placed in any employee's personnel file. Matters pertaining to the grievance procedures shall not be included in any personnel file. Derogatory hearsay about an employee shall not be placed in employee's personnel file.

A copy of any permanent material shall not be placed in a employee's personnel file without a copy also being provided to the employee. The employee shall acknowledge that he/she has seen such material by affixing his/her signature on the actual copy to be filed. The signature does not indicate agreement with the content of the materials. The employee has the right to respond in writing and his/her response will be attached to the file copy.

The employee may review his/her file upon reasonable advance notice submitted to the Superintendent and/or his designee during the regular hours established for the Unit Office. The employee may not remove any materials from the said file; however, copies of materials shall be made for the employee (at his/her expense) if requested.

## **6.6 Discipline, Suspension, and Termination**

Both the Board and Union agree with the tenets of progressive, corrective discipline, and just cause. If an allegation(s) or charge(s) of a substantive nature is brought against an employee, the Superintendent may suspend the employee with pay until such time as the District concludes its investigation of the allegation(s) or incident(s) that led to the suspension, or in the event an employee is to be suspended without pay or terminated for disciplinary or job performance reasons (i.e., not for reduction-in-force), the district shall provide the employee in writing with notice of the following:

- A. Reasons for the unpaid disciplinary suspension or employment termination;
- B. The date(s) and duration of the suspension or the effective termination date; and
- C. Notification of the employee's right to request a review hearing on the reasons for the unpaid suspension and/or termination before the Superintendent, with a representative of the Union, if the employee so elects.
- D. The employee has the right to request a hearing before the Board of Education. The Board of Education's decision shall be considered final and is subject to the grievance and arbitration procedures set forth in this Agreement.

Disciplinary action shall consist of the following measures:

- A. Verbal reprimand
- B. Written reprimand
- C. Suspension with notice given in writing
- D. Dismissal with notice given in writing

## **6.7 Vacancies and Transfers**

The Superintendent will post in all school buildings a notice of all vacancies in positions as they occur. E-mail notification of open positions will be provided by District Office. This notification is intended to reach all staff; however, under no circumstances is this e-mail notification process considered to be grievable.

Except in the case of emergency, no vacancy shall be filled until such vacancy shall have been posted for at least five working days. Denial of requests to fill vacancy shall be in writing. In the event involuntary transfers are necessary, the employee affected by such involuntary transfer shall receive consideration in a subsequently requested transfer.

## **6.8 Full-time/Part-time Definition**

Full-time personnel shall constitute those employed 30 hours or more per week. Any personnel employed less than 30 hours is considered part-time. The District further classifies employees as Full-time 12-month, full-time school year, and part-time.

Full-time 12-month employees are employees who work 30 hours or more per week or in excess of 240 days, excluding holidays. Full-time 12-month employees of the District will receive paid holidays and paid vacation days as a benefit of employment.

Full-time school year employees are those employees who work 30 hours or more per week for less than 12 months, but in excess of 174 days per year, including holidays. Full-time school year employees do not receive paid vacation days.

In addition, full-time employees may also receive benefits, such as sick leave, personal leave, and a specified dollar amount paid toward individual health insurance premiums.

## **6.9 IMRF Participation**

Any employee working in a position regularly acquiring more than 600 hours per year must participate in the Illinois Municipal Retirement Fund (IMRF).

## **6.10 Custodian/Maintenance Training**

All newly employed custodians/maintenance personnel are required to receive training in the area of Material Safety Data Sheets (MSDS) and labeling. In addition, if required by a specific job duty, an employee must receive asbestos abatement training. Both of these trainings are District-paid.

## **6.11 Job Descriptions**

All newly hired Support Staff employees will be given a copy of their job description upon hire. Any Support Staff employee who is moved to a new assignment will also receive a copy of the new job description, upon transfer.

## **6.12 Administering Medications**

Under no circumstance shall teachers or other non-administrative school employees, except certified school nurses and non-certified registered professional nurses, be required to administer medications to students. (105 ILCS 5/10-22.21b)

### **6.13 Restroom Assistance**

Students who require assistance when using the restroom will have a minimum of two paraprofessionals with him/her, if available.

### **6.14 Probationary Period**

A new employee shall be classified as a probationary employee. The probationary period shall begin on the first day of employment and end three months thereafter. Time not worked during the summer or due to an unpaid leave of absence shall not count towards the employee's completion of his/her probationary period. Having completed the probationary period, such an employee shall be considered a continuing employee.

### **6.15 Food Service Substitute Coverage Rotation Schedule**

The district shall establish at the beginning of each school year a rotation list where POS can rotate coverage for servers and servers can rotate coverage for cooks. To get on the rotation list an employee must apply with the supervisor and/or evaluator prior to the first student attendance day. Once rotation lists have been established, the list for each kitchen and each food service category will be posted.

A food service employee shall rotate to the bottom of the appropriate list when he/she accepts or rejects the extra time. The intent of this language is that in the event a substitute is needed, one is brought in for the lowest hour position possible, after securing internal coverage for the positions with more hours.

### **6.16 Custodial Shift Assignments**

Employees will be given a 2 week notice of any permanent shift assignment change with exception of the 9 hour days worked during non-student attendance days and emergency situations.

# Article VII: Leaves

## 7.1 Sick Leave

Sick leave is available to all employees who work over 600 hours and is granted at the rate of one day per full month of employment, as defined by the employee's work day.

9-month employee – 180 days or less	=	10 days of sick leave per year
10-month employee – 181 – 219 days	=	10 days of sick leave per year
11-month employee – 220 – 239 days	=	11 days of sick leave per year
12-month employee – 240 days or more	=	12 days of sick leave per year

If an employee is scheduled to work an 8-hour day, this would qualify for an 8-hour sick leave day. Such sick leave days may not be used in increments of less than one-half day at a time. If an employee elects to take a half-day of leave, then it must be the first half or second half of the shift. Any leave that extends beyond half a day will be considered a full day. Only full-time employees may elect to take a partial sick day.

Unused sick leave for district purposes shall accumulate to a maximum of 340 days, including the leave of the current year. Unused sick leave for IMRF purposes shall accumulate to a maximum of 240 days.

Sick leave shall be determined to mean personal illness, quarantine at home, or serious illness or death in one's immediate family or household. Immediate family shall mean parents, spouses, civil-union partner\*, brothers, sisters, children, grandchildren, parents-in-law, grandparents-in-law, brother/sisters-in-law, and legal guardians. Pregnancy-related disabilities for an employee or employee's spouse only shall be treated as sick leave.

After an absence of three consecutive days for personal illness, or as it may be deemed necessary in other cases, the employee may be required to furnish a physician's certificate of treatment.

\* - A district employee's civil union partner is a person established pursuant to 750 ILCS 75/1 et.seq. and has not been dissolved pursuant to 750 ILCS 75/46.

## 7.2 Perfect Attendance Incentive

District employees who receive sick/personal days and who use zero sick/personal days during a school year shall be awarded one hundred (\$100) dollars at the end of that school year. Employees who use one sick/personal day will be awarded fifty (\$50) dollars at the end of the school year.

\* Those employees who are within their final four years of employment would receive this compensation ninety days following their official date of retirement, pursuant to IMRF guidelines.

## 7.3 Bereavement Leave

In the case of a death of an employee's immediate family member (as defined in Section 7.1), a full-time employee shall be given two (2) days per occurrence for the visitation/wake and funeral attendance, with no loss of pay and no loss of sick or personal days. A full-time employee may then take additional bereavement days not covered above, which may come from sick leave.

In the case of a death of an employee's immediate family member (as defined in Section 7.1) a part-time employee shall be allowed to take two (2) days per occurrence for the visitation/wake and funeral attendance as a sick-day or unpaid day. A part-time employee may then take additional sick days or unpaid days to cover additional bereavement time.

#### **7.4 Leave for Military Service and Annual Training**

- A. The Board will provide military leave for employees who are called or volunteer for military service while under full-time contract in Herscher District #2. Such employees shall, upon return, be entitled to all benefits provided them by federal and state laws, provided that the employee gives notice of at least 90 days prior to the start of the school year of his/her intent to return to the District upon honorable discharge from service.
- B. An unpaid leave of absence for annual military training tours will be granted upon written request. An employee's written request shall be delivered to the Board no less than 45 days prior to the start of the training tour, except in cases of emergency. The Board may consider requests for leave of absence with pay for such training tours, provided the employee cannot arrange a tour of duty at a time other than during the school year. If the Board determines to grant a leave of absence with pay, the Board shall deduct from such salary any amounts received by the employee for such service or the employee will reimburse the District the pay for such service. Proof of pay is required e.g. pay stub.

#### **7.5 FMLA (Leave of Absence with Pay)**

Employees shall be granted leave per the Family and Medical Leave Act of 1993. An employee who qualifies for leave under FMLA has up to 12 weeks of leave in 12-month period. A week will be defined as having three or more school attendance days. Under this FMLA leave, an employee may elect to use some or all of his/her accumulated sick leave to cover this leave of absence with pay. Any days that the employee elects not to cover with paid sick days will be considered unpaid days per administrative approval.

Employees will be informed of their rights under the Family and Medical Leave Act via a link to the statute and accompanying regulations provided on the District website. Additionally, a flier featuring an overview of FMLA information will be posted in each building and attached to this document.

#### **7.6 Uncompensated Sick Leaves of Absence**

Any employee who becomes ill or physically incapacitated and who has used all allowable sick leave during any school year shall be granted an uncompensated leave of absence for the duration of said contractual year as defined in Section 8.2. In case of any disagreement between the employee and the Board of Education as to the necessity of such leaves of absence, the Board of Education may require the certificate of a medical doctor of the Board's choice evidencing such disability. The evidence of the doctor shall be final. All accrued medical fees for the examination shall be paid by the Board.

#### **7.7 Personal and/or Emergency Leave**

Each full-time employee shall be granted two days personal leave at full pay per fiscal year for the purpose of attending to legal, personal business, and moral obligations which cannot be attended to at any other time except during school hours. Except in the case of emergency, written advance notice of the personal leave shall be submitted two school days prior to date of leave to the Superintendent or his/her designee. In the case of an emergency, the employee

must provide reason for the leave as soon as possible and in any event, no later than the day he/she returns to duty.

Personal leave, except in the case of an emergency, shall not be granted the day prior to or after vacations periods, holidays, institute days, nor during the first or last two weeks of the school year, except for religious holidays. Exceptions may be granted at the Superintendent's discretion. ***This article will be non-grievable.***

Unused personal and/or emergency leave days for any employee as of June 30 each year shall be added to said employee's accrued sick leave.

## **7.8 Leaves of Absence Without Pay**

- A. Leaves of absence may be granted without pay and benefits (i.e. Health Insurance) to employees who have rendered satisfactory service to the District and who desire to return to employment in a similar capacity at a time, as defined below, consistent with the needs of the District. This is granted at the discretion of the Board of Education.
- B. While on an extended leave of absence without pay and benefits for Health related reasons (i.e. pregnancy or illness) an employee will not be allowed to continue to coach/sponsor any activities or athletics during the leave.
- C. Leaves of absence without pay and benefits for not more than one (1) year may be granted to employees according to the following conditions:
  - 1. Written requests for leaves of absence without pay and benefits should be made at least three (3) months, if possible, before the leave is desired, subject to approval by the board.
  - 2. Dates of departure, return, and notification of intent to return shall be determined by the employee and the Superintendent prior to initiating the request to the Board.
- D. Employees shall not receive an annual raise while on any approved leave of absence without pay and benefits unless they have worked half of his/her contracted days during the school year in which said leave is granted.
- E. If, due to extenuating circumstances, an employee no longer has the need for an extended leave of absence without pay and benefits and wishes to return to active employment in the District and so notifies the Superintendent, consideration will be given for the utilization of said employee's services prior to the termination date of the leave of absence.
- F. The Board may grant a leave of absence without pay and benefits, as an extension to a maternity leave, to employees in the District subject to the following conditions:
  - a. All such leaves shall be for a fixed period with specific beginning and ending dates not to exceed one calendar year in duration. The length of such leaves shall be mutually agreed upon by the employee and the Board.
  - b. The employee may apply for an extension of a leave granted at any time to thirty (30) days before the leave is to terminate. Granting of such an extension shall be at the sole discretion of the Board and will in each case terminate with a fixed date.

c. Requests to the Board for maternity leave shall be in writing and made no later than sixty (60) days prior to the date the employee is requesting the leave to commence.

d. At the request of the Board, a pregnant employee shall provide a physician's statement indicating her ability to continue working.

e. Physicals by a physician, mutually agreed upon by the Board and the employee, at Board's expense may be required of a pregnant employee in order to substantiate her ability to continue employment.

f. An employee returning to work after a pregnancy related absence may be required to provide a physician's statement indicating her ability to resume employment.

#### **7.9 Right on Leave**

Any employee on leave authorized by the Board shall be accorded the opportunity, if the carrier approves, to maintain at his/her expense the insurance benefits, per COBRA guidelines, to which an employee would have been entitled were the employee regularly employed.

#### **7.10 Jury Duty Leave**

The Board shall pay the regular salary to employees called for jury duty but shall deduct any compensation received for such duty with the exception of compensation received for travel allowance and lunch. In lieu of a deduction the employee may directly reimburse the district for the compensation received less travel allowance.

Employees shall communicate their status with their area supervisor/principal or his/her designee once officially being notified to report for jury duty or released from jury duty. Employees will be released from their job duties at least one (1) hour prior to the time given to report for jury duty.

Full-time employees who serve four (4) or more hours of jury duty shall be released from work for their entire shift that same day. Full-time employees who serve less than four (4) hours of jury duty shall be released from work for half of their shift on that same day. Employees returning to work will be given a minimum of one (1) hour to travel back to their place of employment.

#### **7.11 Borrowed Sick Days**

Full-time employees (30 or more hours), during an extended illness or injury, may borrow from their own "future" sick leave days, not to exceed twenty-four days which equals two years of sick leave, upon the depletion of their accumulated sick leave. These days will be subtracted from the sick leave days they accumulate in the future.

In the event that an employee who has borrowed future sick leave days leaves the employ of Unit #2 for whatever reason, the sick leave days that the employee has borrowed from future years shall be considered dock days, and the amount of salary for these days shall be deducted from the employee's final paycheck(s).

The Superintendent is responsible for its implementation and recommendation to the Board for its approval. ***This article will be non-grievable.***

# Article VIII: Compensation and Benefits

## 8.1 Compensation

- A. Employees shall be compensated during each year of the Agreement according to the Compensation Agreement set forth in Article IX. From these compensation amounts, the Board shall deduct and pay on behalf of employees all required pension contributions owed to the Illinois Municipal Retirement Fund. All employees shall be considered eligible for a full annual raise at the start of the next year's pay cycles provided they have been employed a minimum of 75% of the previous year as described in Section 8.2. Those employees employed less than 75% of the year shall receive 1% raise or the starting salary for that position the next year, whichever is greater.
- B. At the discretion of the Superintendent or his/her designee, employees new to the District may be granted years for initial compensation placement for comparable experience in other schools districts or employment.
- C. Employees who move to a new District position in a different employment category shall be credited with their prior years of consecutive service for compensation schedule placement purposes. Part-time employees who move into a full-time position in the District will be credited with one year of experience for every two years of part-time service in Unit #2 in determining their initial salary schedule placement.

## 8.2 Payroll Options and Deductions

All employees will be paid on the 10th and 25th of the month. In the event that the 10th or 25th fall on a holiday or weekend, the employees will be paid the previous Friday or the last day of school before vacation begins. Full-time employees will be paid over 24 pay periods. Custodians and maintenance workers will be paid hourly for the time worked during the corresponding pay-period. Full time clerks, paraprofessionals, and secretaries will have their pay annualized and paid over 24 pays. Part-time employees will be paid hourly for the time worked during the corresponding pay-period.

Employees who resign in the middle of the year shall be paid for the period of actual employment, plus any owed overtime and earned vacation pay, and shall have their final paycheck prorated accordingly. The Board will make payroll deductions as authorized by the employees.

The payroll cycles for each employment category will be as follows:

Category	24 Pays
Full-Time Clerk, Paraprofessional	September 1 – August 31
Full-Time Secretary	August 1 – July 31
Full-Time Custodian, Maintenance	July 1 – June 30

\* The payroll cycles for part-time employees shall follow the same date ranges as the full time employees.

\* The payroll cycles for food service shall be from September 1 – June 30.



### 8.3 Overtime

The Administration reserves the right to determine, delegate, and authorize overtime. Overtime must be preapproved by the employee's immediate Supervisor and/or the Superintendent or designee. Employees will receive overtime pay at one and one-half (1+1/2) time the employee's straight rate of pay for anything over 40 hrs. Employees will receive double time (2x) for any holidays listed in 8.8 and time and a half (1.5x) for any Sunday work. Overtime will be granted and administered on the following basis:

- A. **Rotation Schedule** — The District and Union shall maintain a voluntary employee overtime list for each building complex based upon District seniority. An employee shall rotate to the bottom of the list when he/she accepts or rejects overtime.
- B. In the event that an employee works at two or more buildings, the employee needs to work a minimum of 4 hours to be on the buildings overtime list.
- C. Any employee involuntarily assigned to work the overtime assignment shall maintain his/her spot on the rotating list as if he/she had not received the assignment. Employees who voluntarily accept an overtime opportunity will rotate to the bottom of the overtime list.
- D. Any employee who refuses an overtime assignment or cancels after accepting an overtime assignment shall have his/her name moved on the rotating list as if he/she received the overtime assignment.
- E. **Call Back** — The employee shall be guaranteed a minimum of one hour when called back to work or called out at a non-scheduled time.
- F. Any employee who goes to training and receives overtime, those overtime hours do not count towards the overtime rotation.

### 8.4 Final Paycheck

A terminated employee's final paycheck will be adjusted to include pay for any unused, earned vacation credit. Terminated employees will receive their final pay on the next regular payroll

### 8.5 Group Insurance

The Board of Education will pay all full-time (30+ hours per week) employee's Health/Medical insurance premium to the maximum of \$700 per month for the duration of the contract. If an employee has the Health/Medical insurance option, the amount of the individual employee's premium will be applied to the family option. In no case will the District pay more than the amount of the single individual premium.

If for any reason the district would have to change insurance carriers, every effort will be made to obtain a policy at comparable cost with comparable benefits. If such a situation should occur during the lifetime of this contract, the Superintendent, the U2CT, and the staff will work together concerning the policy change.

The Board will provide group term-life insurance coverage for each full-time employee in the amount of \$50,000.

The Board of Education may implement a Section 125 plan for employees.

## **8.6 Fringe Benefits for Households with Multiple Employees**

In the event that two employees are legally married or civil union partners pursuant to 750 ILCS 75/1 et. seq., Herscher CUSD #2 will provide the option, for the employees that this section applies, to have their Board of Education paid health insurance premiums combined and applied towards a non-individual (ex. Single +1 or Family) insurance package.

## **8.7 Supervising Outside the Normal Work Day**

Employees who are asked to supervise students outside of the regular school day will be paid their hourly rate. Administration will pre-approve the request if possible. Overtime pay, if appropriate, will be paid at one and one-half times the employee's straight rate of pay. Employees who accept extra-curricular and/or coaching positions for the Herscher School District will be paid according to the Agreement between the Board of Education and the U2CT.

## **8.8 Vacation**

Full-time, 12-month employees will be granted vacation days as follows:

- A. Employees beginning employment with the District after July 1 shall be permitted to use accrued vacation time beginning July 1 of the next year. Employees accrue ten days of vacation days at a rate of .83 of a day per full month of employment. Vacations are earned during the fiscal year July 1 to June 30. Accumulated days will be rounded to the nearest day.
- B. All employees who have completed one full year of continuous employment will receive 10 working days of vacation with pay. Vacations are earned during the fiscal year July 1 to June 30.
- C. After 10 years of continuous full-time twelve-month employment, 15 working days of vacation with pay will be granted each year at the rate of 1.25 days per full month of employment.
- A. All accrued vacation days must be taken within the fiscal year (July 1 – June 30) they are granted and cannot be accumulated and/or carried over to subsequent years.
- B. In the event of termination of employment, the employee shall be entitled to remuneration for the amount of vacation days earned to the date of termination.
- C. Requests for vacations shall be submitted to the supervisor to whom the employee is responsible and must be approved by the supervisor, a record of which is to be submitted to the district office.
- D. At the end of a fiscal year on June 30, an employee shall be reimbursed for unused vacation time if the employee made three attempts in writing to take the vacation time which were denied.

Any personal, vacation, or sick day is paid at the employee's rate of pay in effect at the time the personal or vacation day is taken, for the number of hours the employee would have worked on an ordinary day. Personal and/or vacation hours will accumulate toward any overtime for that week.

## 8.9 Holidays

Twelve-month Employees shall be granted the day off with pay for the following legal holidays as scheduled on the District calendar, unless the District receives a waiver or modification of the School Code allowing it to schedule school on that holiday. Eligible Employees will be paid for, but will not be required to work on the designated holidays regardless of the day of the week upon which the holiday falls.

The following holidays shall be paid:

New Year's Day	Independence Day	Thanksgiving Day
M. L. King's Birthday	Labor Day	Day after Thanksgiving
Good Friday	Columbus Day	Christmas Eve
Memorial Day		Christmas Day

Ten- and Eleven-month Employees shall be granted the day off with pay for the following legal holidays: Christmas Eve.

## 8.10 Retirement

Support staff employees represented by the Union, who are eligible to retire into the Illinois Municipal Retirement Fund (IMRF) program and who, in fact, retire into the IMRF retirement program shall receive the retirement benefits set forth below.

- A. For full-time, twelve (12) month employees, a service stipend equal to \$100 for each year of full-time consecutive employment in the Herscher Community Unit School District #2, provided that the employee has at least 15 consecutive years of full-time employment in the District. Payment will be made to the employee ninety (90) days after the date of retirement.
- B. For eleven (11) month employees, a service stipend equal to \$95 for each year of full-time consecutive employment in the Herscher Community Unit School District #2, provided that the employee has at least 15 consecutive years of full-time employment in the District. Payment will be made to the employee ninety (90) days after the date of retirement.
- C. For ten (10) month employees, a service stipend equal to \$90 for each year of full-time consecutive employment in the Herscher Community Unit School District #2, provided that the employee has at least 15 consecutive years of full-time employment in the District. Payment will be made to the employee ninety (90) days after the date of retirement.
- D. For nine (9) month employees, a service stipend equal to \$80 for each year of full-time consecutive employment in the Herscher Community Unit School District #2, provided that the employee has at least 15 consecutive years of full-time employment in the District. Payment will be made to the employee ninety (90) days after the date of retirement.
- E. Eligible employees wishing to receive the benefits of this section must submit an irrevocable written notice of intent to retire to the Superintendent no later than February 28 of any year of this Agreement. An employee's notice of intent to retire may only be rescinded (and then, only if a replacement employee has not been hired or the Board has not acted to reduce the number of employees) for one or more of the following reasons:
  - a. Death of a spouse; or
  - b. Disability of the employee or spouse; or
  - c. Other reasons of compelling emergency as determined solely by the Board. The Board's decision in such situations shall be non-reviewable and non-precedential with respect to granting or denying subsequent revocation requests.

## 8.11 Snow Days

A full-time twelve month employee may choose to work on a snow day as a paid work day or may choose to not work for an unpaid day.

All ten- or eleven-month employees may choose to work on a snow day in place of making it up at the end of the school year.

# Article IX: Compensation Schedules

## 9.1 Determination of Compensation

Non-certified employees covered by this contract shall be paid at an hourly rate based upon their classification as outlined in Sections 9.2 and 9.3 of this contract. Determination of the days to be worked and hours per day of each classification is outlined in Sections 9.5 – 9.7 of this contract. All pay will be computed per payroll as outlined in Section 8.2.

## 9.2 Starting Hourly Rates per Position

For newly hired employees starting on or after July 1, 2016, the starting hourly rate for those without experience shall be determined as outlined below:

	2016	2017	2018	2019	2020	2021	2022
	2017	2018	2019	2020	2021	2022	2023
Secretary	\$14.50	\$14.65	\$14.80	\$14.95	\$15.10	\$15.25	\$15.40
Clerk	\$12.95	\$13.10	\$13.25	\$13.40	\$13.55	\$13.70	\$13.85
Custodian	\$14.00	\$14.15	\$14.30	\$14.45	\$14.60	\$14.75	\$14.90
Food Service	\$10.05	\$10.15	\$10.25	\$10.35	\$10.45	\$10.55	\$10.65
Maintenance	\$18.50	\$18.70	\$18.90	\$19.10	\$19.30	\$19.50	\$19.70
Paraprofessional	\$12.95	\$13.10	\$13.25	\$13.40	\$13.55	\$13.70	\$13.85

For newly hired employees starting on or after July 1, 2016 shall receive an additional \$0.20 above the starting amounts listed above for each year of experience granted.

## 9.3 Annual Raises

All employees who are employed a minimum of 75% of the required days for their classification, as outlined in 9.5 -9.7, during the preceding year, as defined in Section 8.2, shall receive a full raise for the following annual payroll cycle. For the first six years of this contract a full raise will be 4% and during the seventh year, 2022 – 2023, the full raise will be 3%. An employee employed less than 75% of the required days shall receive a raise of 1% or be placed at the starting rate for the new hires for that year, whichever is more, for the new annual payroll cycle.

During this contract an employee shall receive an annual increase in their hourly rate until his/her hourly rate meets or exceeds the hourly rate caps for his/her classification as outlined below. Once an employee's hourly rate has met the hourly rate cap his/her annual increase shall be 2% per year until the last year of the contract, when their annual increase shall be 2.5%.

Hourly Rate Caps			
Secretary	\$22.50	Head Cooks	\$20.00
Clerk	\$20.00	Cooks	\$18.00
Custodian	\$22.50	POS Cashiers	\$15.00
Maintenance	\$25.00	Servers	\$15.00
Paraprofessionals	\$20.00	Monitors	\$12.50

### **Example of hitting the rate cap for a Clerk:**

2016 – 2017: Clerk has an hourly rate of \$19.50/hr

2017 – 2018: Clerk receives a 4% raise as the employee at \$19.50 is under the rate cap  
New raise of \$0.78, thus new hourly rate of \$20.28/hour rate

\* The clerk shall receive the new pay of \$20.28 for this year even though it is over the rate cap of \$20.00/hr.

2018 – 2019: Clerk receives a 2% raise as the employee now exceeds the hourly rate cap.

## 9.4 Additional Stipends

Employees with a special designation within their classification shall receive an additional hourly stipend for that designation as described below. These stipends shall not be included in the computation of an employee's hourly rate for the purposes of determining if the employee has met the hourly rate cap as outlined in Section 9.3.

### A. Custodial Afternoon Shift Differential

All custodians shall be classified in one of two categories for work on student attendance days: day custodian or afternoon custodian. Bargaining unit employees who begin work at 12:00 pm or later shall receive, in addition to their regular pay, an additional twenty cents (\$0.20) per hour for the 174 student attendance days they work the afternoon shift. This pay will be calculated into the custodian's bi-monthly compensation for 24 pays per section 8.2 of this contract.

Should an afternoon custodian be asked to substitute for a day custodian for a consecutive period of five days or more, he/she will have the twenty cents (\$0.20) per hour stipend deducted from his/her paycheck for the hours covered in the pay period in which such coverage was done.

Should an afternoon custodian move to the day custodian category on a permanent basis mid fiscal year, after July 1 but before June 30, then he/she will have the twenty cents (\$0.20) per hour stipend deducted from his/her paycheck for the remaining student attendance days of the school year.

### B. Head/Lead Custodian Stipend

The head custodian for the Herscher Complex shall receive an additional \$1.25 per hour. The head custodian for the Limestone Complex shall receive an additional \$1.20 per hour. The lead custodian for the Bonfield Complex shall receive an additional \$0.75 per hour.

When a person subs for the lead or head custodian of a complex for more than 10 consecutive days, he/she will then receive the appropriate stipend starting on the 11<sup>th</sup> day for the remainder of the sub coverage.

### C. Head Cook Stipend

An employee who works as head cook will be paid an extra \$2.00 per hour for the first kitchen he/she is in charge of and \$1.00 per hour for each additional kitchen.

When a person subs for the head cook for more than 10 consecutive days, he/she will then receive the appropriate head cook stipend starting on the 11<sup>th</sup> day for the remainder of the sub coverage.

### D. Cook Stipend

An employee who works as a cook will be paid an extra \$1.00 per hour in addition to his/her hourly rate.

When a person subs for the cook for more than 10 consecutive days, he/she will then receive the appropriate head cook stipend starting on the 11<sup>th</sup> day for the remainder of the sub coverage.

## 9.5 Secretaries, Clerks, and Paraprofessionals

### A. Hours Worked Per Day

All full-time secretaries and clerks will work 8 hours per day. All full time paraprofessionals will work 7.5 hours per day.

All part-time secretaries, clerks, and professionals will have hours scheduled between Monday and Friday. Set hours worked per week will be based upon the need of the District and established for the school year by August 1<sup>st</sup>, unless otherwise agreed upon by the U2CT and Board of Education. Part-time hours shall range between 8 and 29 hours per week. Nothing would prevent a part-time employee from working additional hours if requested by the administration.

A full-time position will not be reduced and then replaced with two part-time positions unless a vacancy occurs (i.e. retirement, resignation, termination with cause, and voluntary transfer).

### B. Days Worked Per Year

Clerks will work 180 days per contractual year and paraprofessionals will work 175 days per school year. The guidance secretary will work 260 days per year. The number of days per year to be worked by all other secretaries shall be determined by his/her classification and building location as outlined below:

	BGS	HIS	LMS	HHS
1 <sup>st</sup> Secretary	225	200	225	260
2 <sup>nd</sup> Secretary	200	200	225	200
3 <sup>rd</sup> Secretary	200	200	200	200
4 <sup>th</sup> Secretary	180	180	180	185

## 9.6 Custodians and Maintenance

### A. Hours Worked Per Day

All full-time custodians and maintenance workers will work five 8-hour days during months of student attendance. During the summer months, when students are not in attendance, custodians and maintenance workers will be scheduled to work four 9-hour days Monday through Thursday and a 4-hour day on Friday.

All part-time custodians and maintenance workers will have hours scheduled between Monday and Friday. Set hours worked per week will be based upon the need of the District and established for the school year by July 1<sup>st</sup>, unless otherwise agreed upon by the U2CT and Board of Education. Part-time hours shall range between 8 and 29 hours per week. Nothing would prevent a part-time employee from working additional hours if requested by the administration.

A full-time position will not be reduced and then replaced with two part-time positions unless a vacancy occurs (i.e. retirement, resignation, termination with cause, and voluntary transfer).

### B. Days Worked Per Year

All custodians and maintenance workers will work 260 days per year.

**9.7 Food Service**

**A. Hours Worked Per Day**

For food-service employees hired before July 1, 2016 the minimum hours for these positions during the school year are outlined below.

Classification	BGS	HIS	LMS	HHS
Monitor	2 hrs	2 hrs	3 hrs	2 hrs
Point of Sale Cashier	3 hrs	3 hrs	3 hrs	2.5 hrs
Server 2	2.5 hrs	2.5 hrs	3 hrs	2 hrs
Server 1	4 hrs	4 hrs	4.5 hrs	3.5 hrs
Cook	5 hrs	5 hrs	5.5 hrs	5.75 hrs
Head Cook	5.5 hrs	5.5 hrs	6 hrs	6 hrs

For food-service employees hired after July 1, 2016 the minimum hours for these positions during the school year are outlined below.

Classification	BGS	HIS	LMS	HHS
Monitor	2 hrs	2 hrs	3 hrs	2 hrs
Point of Sale Cashier	2.5 hrs	2.5 hrs	3 hrs	2.5 hrs
Server	3 hrs	3 hrs	3 hrs	3 hrs
Cook	5 hrs	5 hrs	5.5 hrs	5.75 hrs
Head Cook	5.5 hrs	5.5 hrs	5.75 hrs	5.75 hrs

**B. Days Worked Per Year**

All food service employees will work 176 days per school year.



## Article X: Effective of Agreement

### 10.1

This agreement shall become effective on July 1, 2016, and shall continue in effect until June 30, 2023. When either party executed written notification to the other party prior to March 1 of the year the contract terminates that it wishes to renegotiate the agreement, the Board shall meet with the U2CT no later than April 15 to receive the U2CT proposal and negotiations will continue in an effort to reach an agreement. The agreement may be continued by mutual consent.


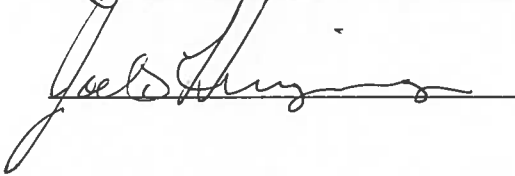
### 10.2

The terms and conditions set forth in this agreement represent the full and complete understanding between the parties and may be modified only through written mutual consent of the parties. It is understood that all rights, powers, and authority of the Board not specifically limited by the language of this agreement are restrained by the Board. The Board shall take no action which will violate any of the specific provisions of this agreement.


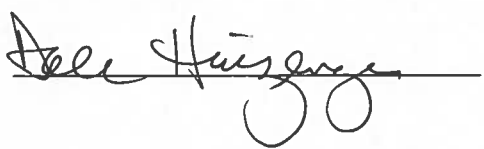
### 10.3

This agreement is signed this 9<sup>th</sup> day of May, 2016, in witness thereof:

FOR THE HERSCHER UNIT TWO  
CLASSROOM TEACHERS:

  
\_\_\_\_\_  
  
\_\_\_\_\_

FOR THE BOARD OF EDUCATION  
HERSCHER CUSD #2:

  
\_\_\_\_\_  
  
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