

# HERSCHER COMMUNITY UNIT SCHOOL DISTRICT #2

Kankakee County, Illinois

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

Effective July 1, 2013 – June 30, 2016

2013 – 2014  
2014 – 2015  
2015 – 2016

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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 central 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 Superintendent and/or his/her designee(s) and a school board representative shall meet with one or more representatives of the U2CT at mutually agreeable times and dates to discuss issues of mutual concern. Agenda items shall be exchanged by the Superintendent and U2CT president at least three school days before each meeting. 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 persons at each of these meetings. The school board representative does not count for either side during the meeting.

## **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 Definition**

A grievance shall mean only a complaint that there has been an alleged violation or misapplication of any of the specific provisions of this Agreement and that such grievance must be filed 10 days from the time of the original occurrence of the event complained of, and further, every employee covered by this Agreement shall have the right to present grievances in accordance with these following procedures. The written information contained in the filed grievance shall include: 1) a description of the specific grounds of the grievance, including names, dates, and places necessary for a complete understanding of the grievance; 2) a listing of the provisions of this Agreement which are alleged to have been violated, or misapplied; 3) a listing of specific actions requested of the administration which will remedy the grievance.

### **3.2 Procedure**

Any employee may at any time present grievances to the administration without the intervention of the U2CT provided that the U2CT has been given the opportunity to be present at all meetings beyond the building level. The U2CT shall receive a copy of any employee-initiated grievance.

The failure of an employee or the U2CT to act within the time limits will act as a bar to any further appeal, and an administrator's failure to render a decision or meet within the time limits set forth shall permit the employee(s) to proceed to the next step. Time limits may be extended only by mutual agreement.

Hearings and conferences held under this procedure shall be conducted by mutual agreement. "Days" referred to will be construed to mean days on which the district business office is open, excluding winter and spring break. In the event the grievance occurs during the summer, the grievance shall be put in abeyance for a period not to exceed 35 days. This abeyance period may be shortened or extended if mutually agreeable to both parties.

### **3.3 Informal Conference**

Before a grievance is filed, a sincere attempt should be made to resolve any difference informally between the aggrieved and the principal or whoever the grievance is against.

### **3.4 Formal Procedure for Adjustment of Grievances**

#### **First Stage**

The filing of the grievance at the first stage must be within the 10 school days of the original occurrence of the grievance. The meeting with the principal, or appropriate District representative, will take place within five school days of the receipt of the written grievance. The principal, or appropriate District representative who has authority to make a decision on the grievance, shall make such decision and communicate it in writing within five school days after the meeting, to the employee, Superintendent, and the U2CT President.

### Second Stage

In the event a grievance has not been satisfactorily resolved at the first stage, the aggrieved employee and his/her U2CT designee will file within five school days of the receipt of the principal's written decision or answer at the first stage, a letter to the Superintendent requesting a meeting.

Within five school days after such written grievances is received by the Superintendent, the aggrieved, the principal, and/or the Superintendent or his designee, will meet to resolve the grievance. The Superintendent will file an answer within 10 school days of the second stage grievance meeting and will communicate it in writing to the employee, principal, and U2CT President.

### Third Stage

If the grievance is not resolved satisfactorily to the grievant and the U2CT after the second stage, there shall be a third step of impartial arbitration. The U2CT may submit in writing, within 10 days of the Superintendent's decision, a request to enter into such arbitration.

The parties shall jointly request the American Arbitration Association to submit to them a list of five arbitrators' names and qualifications. Either party may reject one list in its entirety and request that another list be submitted. From such list, the party initially requesting the arbitration shall strike two names and the other party shall then strike two names. The person whose name remains shall be the arbitrator. The arbitrator selected shall be jointly notified of this selection and requested to contact the parties with respect to setting up a time for a hearing.

All expenses incurred shall be shared equally by the Board and U2CT. It is understood that such expenses will be limited to the arbitrator's fee. Any legal expenses incurred shall be paid for by the party engaging the legal counsel.

Insofar as such arbitration is limited solely and simply to interpretation and implementation of the terms of this Agreement, both parties agree to abide by the results of the findings of the arbitrator. The arbitrator shall not have the power to add to, subtract from, alter, or modify in any way, any of the terms of conditions of this Agreement. It shall be the function of the arbitrator, and he/she shall be empowered, except as his powers are limited below, after due investigation, to make decision in cases of alleged violation of the specific articles and sections of this Agreement.

- A. The fact that the grievance has been considered by the parties in the preceding steps of the grievance shall not constitute a waiver of jurisdictional limitations upon the arbitrator in this Agreement.
- B. If either party requests a transcript of the proceedings, that party shall bear the full cost of that transcript. If both parties order a transcript, the cost of the two transcripts shall be divided equally between the Board and the U2CT.

**3.5 Bypass to Superintendent**

If the U2CT and the Superintendent agree, Stage One of the grievance procedure may be bypassed and the grievance brought directly to Stage Two.

**3.6 Bypass to Arbitration**

If the Superintendent and the U2CT agree, a grievance may be submitted directly to arbitration.

**3.7 Class Grievance**

Class grievances involving one or more employees or one or more supervisors, and grievances involving an administrator above the building level, may be initially filed by the U2CT at Stage Two.

**3.8 U2CT Participation - Employee Not Represented**

When an employee is not represented by the U2CT, the U2CT shall reserve the right to have its local building representative and/or U2CT representative at Stage Two and Three.

## **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 9.3 through 9.8 of this contract. All employees working seven hours or more in a work day shall receive two non-consecutive fifteen-minute breaks each day, as schedule 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 length of consecutive service in the District within the respective category of the bargaining unit position and shall accumulate from the date of original hire in that respective category. If at the request of the Administration, a support staff member is moved from one category to another, he/she does not lose seniority in the original category and begins seniority in the new 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**

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 the recall period established under the School Code, 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 not 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 supervisor may receive input from district staff with knowledge of the employee's performance. 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. 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 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 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. An employee shall be informed of material being placed in the employee's file which is derogatory to an employee's conduct or service.

## **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. The Superintendent's decision shall be considered final and is not 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.

The district sponsors a Section 125 plan, or Flexible Benefit Plan, in which employees may participate.

## **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 training are District-paid.

### **6.11 Job Descriptions**

The first year of this contract, 2013-2014, all Support Staff employees will receive a copy of their job descriptions. Thereafter, 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.

### **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 the 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 Custodial 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 work the afternoon shift shall receive, in addition to their regular pay, an additional ten cents (\$0.10) 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 ten cents (\$0.10) 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 ten cents (\$0.10) per hour stipend deducted from his/her paycheck for the remaining student attendance days of the school year.

## **Article VII: Leaves**

### **7.1 Sick Leave**

Sick leave is available to all employees who work a minimum 30 hours per week 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	=	10 days of sick leave per year
10-month employee	=	10 days of sick leave per year
11-month employee	=	11 days of sick leave per year
12-month employee	=	12 days of sick leave per year

If an employee is schedule 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.

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 Bereavement Leave**

In the case of a death of an employee's immediate family member (as defined in Section 7.1), an employee shall be given one (1) day per occurrence for the funeral attendance, with no loss of pay and no loss of sick or personal days.

Additional bereavement days not covered above may come from sick leave subject to administrative approval.

### **7.3 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.

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

In addition to sick leave, 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.

### **7.5 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 fiscal year. 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.

## 7.6 **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.

## 7.7 **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 to which an employee would have been entitled were the employee regularly employed.

## 7.8 **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.

## 7.9 **Borrowed Sick Days**

Full-time employees (30 or more hours), during an extended illness or injury, borrow from their own "future" sick leave days, not to exceed twenty-four 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 Schedules 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 hired before November 1 shall advance each year on the applicable Compensation Schedules for their employment category.
  
- 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. Twelve month employees will be paid over 24 pay periods. All other full-time employees shall have the option to be paid over 20 or 24 pay periods. 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	20 Pays	24 Pays
Clerk, Paraprofessional	September 1 – June 30	September 1 – August 31
Secretary	July 1 – April 30	July 1 – June 30
Custodian, Maintenance		July 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. 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. 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.
- C. 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.
- D. **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.

### 8.4 **Final Paycheck**

A terminating employee's final paycheck will be adjusted to include pay for any unused, earned vacation credit. Terminating employees will receive their final pay on the next regular payday following the date of termination, except that an employee dismissed due to a reduction in force shall receive his/her final paycheck on or before the third business day following the last day of employment.

### 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 \$675 per month for 2013-2014, \$700 per month for 2014-2015, and \$700 or the amount equivalent to the new U2CT Certified Staff contract, whichever is greater, per month for 2015-2016. If an employee has the family 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 will implement a Section 125 plan for employees.

## **8.6 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.

## **8.7 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 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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.

## **8.8 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 Day
Memorial Day		

## **8.9 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. 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 one month after the date of retirement.
- B. 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.

# **Article IX: Compensation Schedules**

## **9.1 Determination of Compensation**

In an effort to pay all classified employees according to the tables set forth in Article IX of this contract the following method of calculating pay will be implemented:

- A. If an employee is hired after the effective date of this contract, July 1, 2013, he/she shall be paid an hourly rate and the resulting compensation according to the tables set forth in sections 9.3 – 9.8 within the contract.
- B. For all employees hired prior to the effective date of this contract, July 1, 2013, the following will be done:
  - a. The hourly rate for pay for the upcoming school year will be determined according to the tables set forth in sections 9.3 – 9.8 of this contract.
  - b. If this hourly rate is greater than the hourly rate the employee received the previous school year, then he/she shall receive the hourly rate according to the table.
  - c. If this hourly rate is less than the hourly rate the employee received the previous school year, the employee will be paid the hourly rate for the previous school year plus an additional \$0.35 per hour.

## **9.2 Calculation of Compensation**

All full-time employees will be paid evenly over 20 or 24 pays as determined under section 8.2 of this contract. An employee's salary shall be determined by multiplying the number of days they are contracted to work, times the number of hours they are contracted to work each day, times the hourly rate as determined under section 9.1 of this contract. The amount an employee then receives per pay period shall be calculated by dividing the salary by the number of pay periods determined in section 8.2.

**Example:** Custodian, working 260 8 hour days at \$17.25/hr, electing for 24 pays  
**Annual Compensation:** (260 days) x (8 hours per day) x (\$17.25 per hour) = \$35,880  
**Pay Period:** (\$35,880) ÷ (24 pays) = \$1,495 per pay period

Should an employee be absent from work and not have the absence covered by leave then the employee shall have their pay reduced by the hourly rate for the number of hours missed in the pay period.

**Example:** Custodian earning \$17.25/hr, receiving \$1,495 per pay period missed work for 10 hours not covered by leave  
**Reduction amount:** (10 hours missed) x (\$17.25 per hour) = \$172.50  
**Pay Period with reduction:** \$1,495 - \$172.50 = \$1322.50

### 9.3 Building and High School Guidance Secretaries

Each secretary will work 8 hours days. The high school guidance secretary will work 260 days per year. The minimum number of days for all other building secretaries shall be determined by the table below:

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

Once a secretary has been classified as 1<sup>st</sup>, 2<sup>nd</sup>, or 3<sup>rd</sup> secretary of a building he/she shall retain that classification for every year thereafter until he/she switches building or is no longer a secretary.

Should the need arise for a secretary to work additional days they will be paid at their hourly rate for the hours worked.

For secretaries hired after July 1, 2013, the hourly rate for each secretary shall be determined by the secretary's credited years of service and the current contract year as outlined in the table below. For all other secretaries this table shall be referred to when determining the rate of pay according to section 9.1 of this contract.

	2013-2014	2014-2015	2015-2016
1 - 5 years	\$ 13.50	\$ 13.85	\$ 14.20
6 - 10 years	\$ 14.35	\$ 14.70	\$ 15.05
11 - 15 years	\$ 15.20	\$ 15.55	\$ 15.90
16 - 20 years	\$ 16.05	\$ 16.40	\$ 16.75
21 - 25 years	\$ 16.90	\$ 17.25	\$ 17.60
26 - 30 years	\$ 17.75	\$ 18.10	\$ 18.45
31 - 35 years	\$ 18.60	\$ 18.95	\$ 19.30
36 - 40 years	\$ 19.45	\$ 19.80	\$ 20.15
41 - 45 years	\$ 20.30	\$ 20.65	\$ 21.00
46 - 50 years	\$ 21.15	\$ 21.50	\$ 21.85

### 9.4 Clerks

All clerks shall work 180 8-hour days per school year. For clerks hired after July 1, 2013, the hourly rate for each clerk shall be determined by the clerk's credited years of service and the current contract year as outlined in the table below. For all other clerks this table shall be referred to when determining the rate of pay according to section 9.1 of this contract.

Should the need arise for a clerk to work additional days they will be paid at their hourly rate for the hours worked.

	2013-2014	2014-2015	2015-2016
1 - 5 years	\$ 11.50	\$ 11.85	\$ 12.20
6 - 10 years	\$ 12.35	\$ 12.70	\$ 13.05

11 - 15 years	\$	13.20	\$	13.55	\$	13.90
16 - 20 years	\$	14.05	\$	14.40	\$	14.75
21 - 25 years	\$	14.90	\$	15.25	\$	15.60
26 - 30 years	\$	15.75	\$	16.10	\$	16.45
31 - 35 years	\$	16.60	\$	16.95	\$	17.30
36 - 40 years	\$	17.45	\$	17.80	\$	18.15
41 - 45 years	\$	18.30	\$	18.65	\$	19.00
46 - 50 years	\$	19.15	\$	19.50	\$	19.85

## 9.5 **Custodians**

All custodians shall work 260 days per school year. During the school year custodians will be scheduled for five 8-hour days. During the summer months, when school is not in session, custodians will be scheduled to work four 9-hour days Monday through Thursday and a 4-hour day on Friday.

For custodians hired after July 1, 2013, the hourly rate for each custodian shall be determined by the custodian's credited years of service and the current contract year as outlined in the table below. For all other custodians this table shall be referred to when determining the rate of pay according to section 9.1 of this contract.

A head custodian shall receive an additional \$1.00 per hour and a lead custodian shall receive an additional \$0.50 per hour. These monies shall be added on to the hourly rate of the employee as determined under section 9.1 of the contract.

When determining the hourly rate of the head or lead custodian hourly rates will be compared without the additional add on, and then once the appropriate hourly rate has been determined the \$0.50 or \$1.00 stipend will be added on to that amount.

	<b>2013-2014</b>	<b>2014-2015</b>	<b>2015-2016</b>
1 - 5 years	\$ 13.00	\$ 13.35	\$ 13.70
6 - 10 years	\$ 13.85	\$ 14.20	\$ 14.55
11 - 15 years	\$ 14.70	\$ 15.05	\$ 15.40
16 - 20 years	\$ 15.55	\$ 15.90	\$ 16.25
21 - 25 years	\$ 16.40	\$ 16.75	\$ 17.10
26 - 30 years	\$ 17.25	\$ 17.60	\$ 17.95
31 - 35 years	\$ 18.10	\$ 18.45	\$ 18.80
36 - 40 years	\$ 18.95	\$ 19.30	\$ 19.65
41 - 45 years	\$ 19.80	\$ 20.15	\$ 20.50
46 - 50 years	\$ 20.65	\$ 21.00	\$ 21.35

## 9.6 **Food Service**

There are six classifications for food-service workers: Monitor, Point of Sale Cashier, Dishwasher, Server, Cook, and Head Cook. All food service personnel shall work 176 days per school year. The minimum hours for these positions during the 2013-2014 school year are

outlined below. The minimum hours for these positions will be re-negotiated in the spring of 2014 and the spring of 2015. No other aspect of food service compensation or any other section of this contract will be re-opened at that time.

Classification	BGS	HIS	LMS	HHS
Monitor	2 hrs	2 hrs	2 hrs	2 hrs
Point of Sale Cashier	3 hrs	3 hrs	3 hrs	2.5 hrs
Dishwasher	2.5 hrs	2.5 hrs	2.5 hrs	2.5 hrs
Server	4 hrs	4 hrs	4.5 hrs	3 hrs
Cook	5 hrs	5 hrs	5.5 hrs	5.75 hrs
Head Cook	5.5 hrs	5.5 hrs	6.5 hrs	6.25 hrs

For food service workers hired after July 1, 2013, the hourly rate for food service personnel shall be determined by the employee's credited years of service and the current contract year as outlined in the table below. For all other food service personnel this table shall be referred to when determining the rate of pay according to section 9.1 of this contract.

The following classifications shall receive an additional stipend as outlined below:

- A) Cook – An employee in this position is paid an extra \$1.00 per hour in addition to his/her hourly rate.
- B) Head Cook – An employee in this position is 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. These monies are in addition to his/her hourly rate.

When determining the hourly rate of the positions which receive additional stipends, hourly rates will be compared without the additional add on, and then once the appropriate hourly rate has been determined the additional stipend will be added on to that amount.

	2013-2014	2014-2015	2015-2016
1 - 5 years	\$ 9.00	\$ 9.35	\$ 9.70
6 - 10 years	\$ 9.85	\$ 10.20	\$ 10.55
11 - 15 years	\$ 10.70	\$ 11.05	\$ 11.40
16 - 20 years	\$ 11.55	\$ 11.90	\$ 12.25
21 - 25 years	\$ 12.40	\$ 12.75	\$ 13.10
26 - 30 years	\$ 13.25	\$ 13.60	\$ 13.95
31 - 35 years	\$ 14.10	\$ 14.45	\$ 14.80
36 - 40 years	\$ 14.95	\$ 15.30	\$ 15.65
41 - 45 years	\$ 15.80	\$ 16.15	\$ 16.50
46 - 50 years	\$ 16.65	\$ 17.00	\$ 17.35

## 9.7 Maintenance

All maintenance workers shall work 260 8-hour days per school year. For maintenance workers hired after July 1, 2013, the hourly rate for each maintenance worker shall be determined by the employee's credited years of service and the current contract year as outlined in the table below. For all other maintenance workers this table shall be referred to when determining the rate of pay according to section 9.1 of this contract.

	<b>2013-2014</b>	<b>2014-2015</b>	<b>2015-2016</b>
1 - 5 years	\$ 17.50	\$ 17.85	\$ 18.20
6 - 10 years	\$ 18.35	\$ 18.70	\$ 19.05
11 - 15 years	\$ 19.20	\$ 19.55	\$ 19.90
16 - 20 years	\$ 20.05	\$ 20.40	\$ 20.75
21 - 25 years	\$ 20.90	\$ 21.25	\$ 21.60
26 - 30 years	\$ 21.75	\$ 22.10	\$ 22.45
31 - 35 years	\$ 22.60	\$ 22.95	\$ 23.30
36 - 40 years	\$ 23.45	\$ 23.80	\$ 24.15
41 - 45 years	\$ 24.30	\$ 24.65	\$ 25.00
46 - 50 years	\$ 25.15	\$ 25.50	\$ 25.85

## 9.8 Paraprofessionals

All paraprofessionals shall work 175 7.5 hour days per school year. For paraprofessionals hired after July 1, 2013, the hourly rate for each paraprofessional shall be determined by the employee's credited years of service and the current contract year as outlined in the table below. For all other paraprofessionals this table shall be referred to when determining the rate of pay according to section 9.1 of this contract.

Should the need arise for a paraprofessional to work additional days they will be paid at their hourly rate for the hours worked.

	<b>2013-2014</b>	<b>2014-2015</b>	<b>2015-2016</b>
1 - 5 years	\$ 12.00	\$ 12.35	\$ 12.70
6 - 10 years	\$ 12.85	\$ 13.20	\$ 13.55
11 - 15 years	\$ 13.70	\$ 14.05	\$ 14.40
16 - 20 years	\$ 14.55	\$ 14.90	\$ 15.25
21 - 25 years	\$ 15.40	\$ 15.75	\$ 16.10
26 - 30 years	\$ 16.25	\$ 16.60	\$ 16.95
31 - 35 years	\$ 17.10	\$ 17.45	\$ 17.80
36 - 40 years	\$ 17.95	\$ 18.30	\$ 18.65
41 - 45 years	\$ 18.80	\$ 19.15	\$ 19.50
46 - 50 years	\$ 19.65	\$ 20.00	\$ 20.35



## 9.9 **Retroactive Pay**

In recognition that this agreement is ratified after the start of a fiscal year when wage increases would normally take effect, it is agreed that upon ratification of this collective bargaining agreement, all employees covered shall receive retroactive pay for all hours worked during the fiscal year beginning July 1, 2013 no later than October 25, 2013.

## **Article X: Effective of Agreement**

**10.1**

This agreement shall become effective on July 1, 2013, and shall continue in effect until June 30, 2016. 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 \_\_\_\_\_th day of September, 2013, in witness thereof:

FOR THE HERSCHER UNIT TWO  
CLASSROOM TEACHERS:

FOR THE BOARD OF EDUCATION  
HERSCHER CUSD #2:

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

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