

**RANTOUL CITY SCHOOL DISTRICT NO. 137**

**AND**

**RANTOUL CITY EDUCATIONAL SUPPORT  
PROFESSIONALS, IEA/NEA**

**2019-2022**

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## ARTICLE I RECOGNITION

### 1.1 Bargaining Unit

**Included:** All full-time and regularly employed part-time teacher aides, librarian aides and custodians.

**Excluded:** All supervisory, managerial, confidential and short-term employees as defined by the Illinois Educational Labor Relations Act

**1.2 Categories of Position.** The bargaining unit consists eight (8) categories of position: (A) Teacher Aides who are assigned duties in the instructional setting and must be "highly qualified" as defined by law, (B) Teacher Aides who are not highly qualified and are assigned to non-instructional duties, (C) Bilingual Aides requiring fluency in a language in addition to English, D) **Language Interpreter Aide.** (E) Library Aides (F) Health Services Aide (G) Custodian, and (H) Head Custodian. Persons employed in these positions are called "Employee" or "Employees" in this Agreement.

**A) Teacher Aide Instructional.** A Teacher Aide working in an instructional capacity must be highly qualified as defined by law.

**B) Teacher Aide Non-Instructional.** A Teacher Aide working in a non-instructional capacity is not required to be highly qualified as defined by law. A Teacher Aide who is not hired into a position requiring "highly qualified" status has no right to a position requiring highly qualified status, even if that aide may be or become highly qualified.

**C) Bilingual Aide.** A Bilingual Aide must be highly qualified, and must also be fluent in the language required for the position by the child (ren) in a bilingual education program or setting.

**D) Language Interpreter Aide.** A Language Interpreter working in a non-instructional capacity is not required to be highly qualified as defined by law. A Language Interpreter who is not hired into a position requiring "highly qualified" status has no right to a position requiring highly qualified status, even if that interpreter may be or become highly qualified. The Language Translator must be fluent in the language required for the position by the child (ren) in an education program or setting.

**E) Library Aide.** A Library Aide must be highly qualified, and also capable of performing successfully and capably with the library software programs.

**F) Health Services Aide.** A Health Services Aide may be required to be highly qualified, depending upon whether the individual performs instructional services in addition to health services. The Health Services Aide must be capable of successfully performing a particular health service required by an IEP, 504 plan or other plan in respect to one or more individual students.

**G) Custodian.** A Custodian is required to be qualified for and capable of performing cleaning, general repair, and light maintenance activities, and may be required to work under the coordination of a Head Custodian and/or the direction of an Administrator/Facilities Supervisor.

**ARTICLE II  
NEGOTIATIONS PROCEDURES**

- 2.1 Mediation.** If the services of a mediator are needed, a mediator shall be requested by the parties from the Federal Mediation and Conciliation Service. Requests may be made to the Illinois Educational Labor Relations Board pursuant to the provisions of the Illinois Educational Labor Relations Act.
- 2.2 Attendant Costs.** Costs for consultants chosen by any party shall be paid by that party. The costs of the mediator shall be shared equally by the Board and the Association.

**ARTICLE III  
PROFESSIONAL GRIEVANCE PROCEDURE**

- 3.1 Grievance Defined.** A claim by the Association, a group of Employees, or an Employee that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement shall be a grievance.
- 3.2 Purpose.** The purpose of this article is to secure an early and fair resolution to the issues between the parties.
- 3.3 Time Limits Defined.** All time limits in this grievance procedure consist of days in which school is in session for students, except when a grievance is submitted fewer than ten (10) days before the close of the school term, during the summer, or during the first ten (10) days of the school term, then time limits shall consist of all weekdays (Monday through Friday) and all time limits shall double.
- 3.4 Bypass.** Upon mutual agreement of the parties any grievance may be initiated with the Superintendent or his/her designee and other steps may be omitted.
- 3.5 Class Grievances.** Class grievances involving one (1) or more Employee, or one (1) or more immediate supervisors, and grievances involving an Administrator above the building level may be filed initially with the Superintendent. Grievances involving two (2) or more Administrators shall be filed with the Superintendent.
- 3.6 Timely Written Responses.** If no written response has been rendered within the time limits specified, the grievance shall proceed to the next step.
- 3.7 No Retaliation.** The Employer shall not retaliate against an Employee for participating in a grievance.
- 3.8 Employee Rights and Representation.** Employees shall have the right to Association representation at the processing of a grievance at any level. No Employee shall be required to discuss any grievance if an Association representative is not present. However, Employees are not compelled to have an Association representative present. No adjustment of grievances shall be inconsistent with the terms of this Agreement.
- 3.9 Association Representation.** The Association shall have a right to have an Association representative present at the resolution of any grievance.
- 3.10 Time and Place.** Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons necessary to the proceedings to attend. If the processing of a grievance is held by agreement during school hours, all

Employees whose presence is necessary shall be excused without loss of pay, benefits or seniority for that purpose, for such time as is necessary for testimony.

- 3.11 Withdrawal of Grievance.** A grievance may be withdrawn at any time without establishing precedent. Any withdrawal of a grievance shall be in writing.
- 3.12 Informal Meeting.** An Employee may present a grievance to his/her immediate supervisor informally in an attempt to adjust the same. However, no grievance shall be deemed initiated for purposes of the time line specified in this Article Three unless it is timely filed in writing at the Supervisor Level.
- 3.13 Level One Procedure.** Since the purpose of this procedure is to secure at the lowest level possible an equitable solution to the problems of the parties, the Employee and his/her immediate supervisor shall attempt to resolve the problem through informal communications. When requested by the Employee, an Association representative may accompany the Employee.
- 3.14 Supervisor Level.** If the grievance is not satisfactorily resolved through an informal meeting, the grievance shall be submitted to the building principal (or immediate supervisor, if not a principal) in writing. A Head Custodian is a member of the bargaining unit and is not a supervisor for purposes of Article 3. The grievance shall specify the nature of the alleged violation, misapplication or misinterpretation, the specific provisions of this Agreement that are alleged to have been violated and the remedy requested. The building principal (or supervisor) shall call a meeting within ten (10) days for the purpose of discussing the grievance. Should the principal fail to respond in writing within ten (10) days, the grievance shall proceed to the Superintendent step by filing a written appeal to the Superintendent.
- 3.15 Superintendent Step.** The Superintendent shall arrange for a meeting within ten (10) central office business days of receipt of the written appeal. Should the Superintendent fail to respond in writing within ten (10) central office business days, or if the Association is not satisfied by the Superintendent's response, the Association may submit the grievance to arbitration. The Board shall not be required to arbitrate any grievance unless the Association submits the grievance to Arbitration with the American Arbitration Association (or other arbitration body agreed by the parties) within thirty (30) days from the date of the Superintendent's response or the expiration of the time limits for the same.
- 3.16 Arbitration Step.** The arbitration shall be conducted under, and in conformance with, the Voluntary Labor Arbitration Rules of the American Arbitration Association. Upon mutual written agreement of the parties Streamlined Labor Association Arbitration Rules of the American Arbitration Association may be used. If an arbitrator cannot be agreed upon, a panel of arbitrators will be submitted to the parties, and the parties shall alternately strike names until one remains. Each side may strike an entire panel.

The arbitrator shall submit his or her decision and remedy (if any) in writing according to the rules of the American Arbitration Association, unless the parties waive a written decision. The arbitrator may not expand upon, alter, change, modify or fail to apply any of the terms and conditions of this Agreement. The arbitrator may award such remedy as will, in appropriate cases, make the grievant(s) whole.

- 3.17 Postponement of Arbitration.** If only one party requests a postponement of an arbitration hearing, that party shall bear all costs, if any, related to the postponement. If both parties request a



postponement the cost, if any, related to the postponement will be divided evenly between the parties.

- 3.18 Costs.** Each party shall bear the full cost of its own representation in the arbitration proceedings. The cost of the arbitrator shall be shared equally between the parties.
- 3.19 Court Reporter.** Unless agreed upon in advance, the party requesting a court reporter shall assume full responsibility for the expenses of the reporter. However, if both parties request a transcript, then the parties shall share equally the cost of the reporter.
- 3.20 Personnel Files.** Grievance forms and responses shall be filed separately from the personnel file of the Employee.
- 3.21 Time Bar.** Time is of the essence in the grievance procedure. All grievances must be submitted in writing to the building principal within fifteen (15) days of the date that the Employee affected knew or should have known of the alleged violation, misinterpretation or misapplication of the contract. Failure to submit a grievance in writing within this time period, or failure to timely process any other step in the grievance procedure shall serve as an absolute bar to further proceedings.
- 3.22 Waive Requirements.** The parties may agree in writing to waive any of the requirements of this Article.

#### ARTICLE IV

##### ASSOCIATION RIGHTS AND RESPONSIBILITIES

- 4.1 Use of Building Space.** The local Association shall have the right to request the use of school buildings for its official activities, and the right to request to transact official local Association business on school property. Approval of such requests shall not be unreasonably withheld. Association activities shall never interfere with or interrupt normal school operations, or use previously arranged by other groups or individuals. The time and space requested shall be submitted to the principal five (5) days in advance in writing, except the principal may waive this restriction. If any custodial services are required, the Board may make a reasonable charge therefor. The Association shall name in advance in writing an individual who will be responsible for building security at times when bargaining unit member swipe cards are inactive. That individual shall make arrangement with the principal or Central Office for access to the building and room(s).
- 4.2 Association Presentations/Orientation Meetings.** The Association may make presentations no longer than fifteen (15) minutes at Employee orientation meetings after the conclusion of the orientation. At other meetings the Association may request time, in advance, from the Administrator in charge of the agenda specifying the nature of the presentation in writing. Whether or not such request shall be granted shall be in the exclusive discretion of the Administrator. This provision shall not be deemed any limitation on the right of the District to control agendas of meetings. Association presentation time shall not be deemed work hours of Employees, as the Employer shall not require Employees to remain for presentations.
- 4.3 School Mail.** The Association shall have the right to use District mail service and mailboxes, to the extent they exist, for communications to Employees. School mailboxes shall be used only for Association official mail and shall not be used for advertising, solicitations or other non-Association business.
- 4.4 Association Activity Postings.** The Association shall have the right to post notices of its activities and matters of Association concern on bulletin boards designated by the Administration for such

purposes. These bulletin boards shall be the exclusive location for posting of Association matters. At least one such board shall be provided in each attendance center, and shall be reasonably available to Employees. Bulletin boards will normally be in employee lounges.

**4.5 Requests for Information/Board of Education.** The Board agrees to make available to the Association in response to reasonable requests information regarding the financial resources of the District. Such requests may include annual financial reports and audits, the preliminary tentative budget when adopted, budget of the Board of Education, agendas and minutes of Board of Education meetings which are open to the public, treasurer's reports and a list of certified Employees. However, nothing in this paragraph shall require the Board of Education to create documents, data, statistics, or comparisons which do not otherwise exist.

**4.6 Requests for Information/Association.** The Association will make available any pertinent information as reasonably requested by the Board or its representatives.

**4.7 Payroll Deductions.** Employees shall be permitted to authorize dues deductions for Association membership on forms to be provided by the Association. Employees may elect to have dues deducted over nine (9) months. The Administration shall have the right to adopt reasonable rules regarding the coordination of dues deduction with payroll preparation and distribution. Dues deducted shall be forwarded to the Association within ten (10) days of deduction.

Employees hired after the beginning of the school term that have authorized dues deduction shall have the same deducted over the remaining payroll periods.

The Employer shall have no obligation for dues in arrears or dues not paid to the Association in any situation where net earnings are insufficient to cover the sum remaining due, or for dues (other than that regularly scheduled for deduction in the final paycheck) in case an Employee leaves service during the school year.

The Association agrees that in any action so filed against the Board pursuant to its execution of this Section, the Association will defend, indemnify and hold harmless the Board from any and all liability for damages and costs imposed, including attorney's fees, by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with this section.

**4.8 Illegal Discrimination.** An Employee who believes the Employer has engaged in illegal discrimination against him or her, on the basis of race or color, creed, sex, age, marital status, or national origin shall be afforded the opportunity to mediate the claim. The parties shall utilize the services of Federal Mediation and Conciliation Service, if available.

**4.9 Board Agendas.** Board agendas for meetings open to the public will be sent via email to the Association president and to each attendance center. During the summer, such agendas shall only be e-mailed to the Association President. These will be processed at the same time as mailed/mailed to Board of Education members.

**4.10 Authorized Agents.** Authorized agents of the Association, upon notifying the school office, may meet with Employees before and after their work hours and during their authorized breaks and lunch periods.

**4.11 Association Presentations/Board of Education Meetings.** Board of Education shall afford an Association representative reasonable opportunity to address the Board during the "open forum" section of public meetings of the Board of Education. If the Association plans a presentation in

excess of ten (10) minutes the Association shall notify the Superintendent reasonably in advance so the Superintendent can prepare for possible Board questions or issues.

- 4.12 Duplication.** Board of Education will permit Association official representatives to use the District's copier located in the attendance centers for material to be copied for distribution to membership. The Association shall reimburse the District for all expendables at the rate of eight cents (\$.08) per page. Association use of District copier shall not interfere with school operations or needs.
- 4.13 Notification of Newly Hired Employees.** Names and addresses of newly hired Employees will be forwarded to the Association president within seven (7) days of employment.
- 4.14 Association-Administration Council.** The Association shall designate two (2) representatives to meet with the Superintendent and his/her administrative designees at a minimum of four (4) mutually agreed times during the school year for the purposes of discussing District-wide issues. This schedule shall generally follow one meeting during each quarter of the school term.

## ARTICLE V EMPLOYEE RIGHTS AND PROTECTIONS

### 5.1 Personnel Files:

- A)** The District shall maintain personnel files. No evaluative materials will be placed in the file unless the Employee has had an opportunity to read the materials.

This provision does not require that all Employee materials be kept in a single file. By way of example, and not limitation, records concerning sick leave, personal leave, and payroll matters may be kept in electronic form or at the building level. This provision does not limit the right of the Employer to conduct investigations as to possible Employee misconduct nor does this provision require the Employer to notify Employees or to make materials available during pending investigations or if disclosure would prevent or hinder a full and fair investigation.

No material critical of an Employee's conduct or evaluative in nature shall be placed in an Employee's personnel file more than thirty (30) days following the occurrence of the event, the Administration's knowledge of the same, or the conclusion of any appropriate investigation, whichever is later.

- B)** Within thirty (30) days following the placement of materials critical of an Employee's performance or misconduct is placed in the Employee's file, the Employee shall have the right to respond and such a response shall be attached to the material in the file. The Employee shall be afforded an opportunity to sign material critical of the Employee's behavior or evaluation prior to it being placed in the personnel file. If the Employee refuses to sign the Administrator shall note the refusal and the date thereof.
- C)** Upon appropriate written request by the Employee to the Central Office, he/she shall be permitted to examine his/her personnel files. Such examination may occur during ordinary business hours of the Central Office. The Administration shall have a right to have a representative present.
- D)** Upon request, the Board will reproduce, at the Employee's expense, any material in his/her file, one time per fiscal year. The Board shall also reproduce any new materials added during the fiscal year after the initial reproduction upon Employee request.

- E) Employee personnel files at the Administrative Central Office will be kept locked at all times outside the regular office hours, except when the Administration or its staff are working in the office.

**5.2 Liability Protection.** The District shall, in compliance with and to the extent required by law, indemnify and protect all Employees from losses resulting from suits arising out of claims for damages, resulting from alleged negligent or other wrongful acts of the Employee committed in the scope of employment or under the direction of the Board. This provision does not require the Board of Education to indemnify Employees for willful or wanton misconduct or other intentional acts.

**5.3 Reduction in Force.**

- A) **Consultation with Association.** When the Administration determines that it may be necessary to recommend to the Board of Education that the number of Employees employed by the District be reduced because of decreased enrollment, lack of funds or other reasons, the Superintendent shall inform the Association. The Association shall be given an opportunity to discuss with the Superintendent the number of Employees to be reduced in force, particular positions eliminated and to suggest alternatives to reduction in staff.
- B) **Reduction in Force and Recall.** In the event it becomes necessary to lay off Employees due to a reduction in force, Employees shall be laid off in the inverse order to their continuous service within their specific job classification, provided, however, any senior Employee shall meet the job criteria established by the School District for a specific job held by a less senior Employee; and in the event such senior Employee fails to meet said job criteria, such senior employee may be laid off instead of the less senior employees.

Employees who serve individual students as bilingual aides, language interpreter aides, or individual aides may be reduced in force on thirty (30) calendar days' notice. Other Employees shall receive reduction in force notices only forty-five (45) or more days before their last day of service to the school district. However, if the reduction in force of an Employee servicing an individual student results in reduction of another Employee due to continuous service, that other Employee may be reduced in force on thirty (30) calendar days' notice.

- C) **Reinstatement and Recall.** In the event the Board determines to reinstate discontinued positions, Employees who have been laid-off shall be entitled to be recalled to a position in their specific job classification, or any job classification for which they are qualified, for a period not to exceed twelve (12) months from the date of lay-off. Employees shall be recalled in the reverse order of their lay-off. An Employee to be recalled shall be notified by certified mail, return receipt requested, of such recall.
- D) **Response – Qualifications.** Failure of the Employee to affirmatively respond to such recall notice within five (5) days of receipt or attempted delivery shall preclude said Employee's right to recall. Any recalled Employee shall meet the job criteria established by the School District for a specific job or he/she shall be ineligible for recall.
- E) **Capabilities.** Any Employee otherwise subject to recall must be capable of performing all the duties of the position, or that person will be ineligible for recall to that position. Persons with disabilities must be capable of performing all the essential functions of the position, with or without a reasonable accommodation.

**5.4 Complaints.** If a building principal or superintendent receives a complaint concerning an Employee's performance or conduct, it shall be handled as follows:

- A) If the Administrator believes that the complaint is meritless, no further action shall be taken, except the Administrator may, in his or her discretion, advise the Employee that a meritless complaint has been made.
- B) If the Administrator believes the complaint may have merit, the Administrator shall conduct such investigation as he or she deems reasonable.
- C) If the Administrator believes it will be helpful to resolve conflict, the Administrator may request the complaining person to meet at a reasonable time with the Employee, and if such meeting is convened the Employee shall attend.
- D) This provision shall not require notification of Employees of allegations of criminal misconduct or other conduct harmful to children or the School District. This provision does not apply to investigations conducted by law enforcement agencies, including, by example, the Department of Children and Family Services.

**5.5 Job Descriptions and Evaluation.**

- A) **Job Descriptions.** Job descriptions are intended to indicate the essential and critical functions of the job and may also indicate other duties. Due to emergencies, changes in circumstances or legal requirements, employee duties or job descriptions are subject to change from time to time. When job descriptions are reviewed or updated by the Administration, the Association will be advised and provided an opportunity for input.

Job descriptions shall be sent to the Association President when they are developed or revised. At the request of the Association President, the Superintendent or designee shall meet with the Association President to discuss such job descriptions.

- B) **Employee Evaluations.** Employees will be subject to evaluation from time to time, at least once every two years, with the option to evaluate annually, by his/her evaluator, with input from Administration, the Employee or others with knowledge of the Employee's work performance. Evaluations will be in writing and discussed with each Employee in a conference between the Employee and his/her evaluator. A copy of a written evaluation shall be given to the Employee. The evaluation shall be appropriate to the job being evaluated. The instrument used for the purpose of evaluation shall be appropriate to the category of job being evaluated and the items on the instrument shall pertain to that job. Employees may submit a response to the evaluations which will be attached to the evaluation.

A member of the bargaining unit shall not be responsible for the written evaluation of a fellow Employee.

**5.6 Discipline.** Suspensions without pay and termination of employment of post-probationary employees shall be for just cause. In typical cases of minor misconduct, suspension without pay will be preceded by oral or written warning. For repeated or serious violations of rules or procedures, or intentional misconduct harmful to students, employees or the School District, termination of employment may be preceded by suspension without pay. The discipline may begin at any level at the discretion of the Administration or Board, including termination of employment.

Prior to suspension without pay or discharge, the Superintendent or designee will inform the Employee orally or in writing of a conference to discuss the matter that may lead to suspension or discharge. Reason for suspension without pay or discharge will be provided to the Employee in writing. An employee shall have the right to Association representation in any meeting which may result in suspension and/or discharge.

## **5.7 Continuous Service**

**A) Employees other than Custodians or Head Custodians:** Employees who work (or receive paid leave) for seven (7) or more hours per day for at least ninety-one (91) days in a school year shall earn one (1) year of continuous service in that school year. No Employee shall earn more than one (1) year of continuous service in any school year even if that Employee works more hours per day or more days per year than is typically required of other Employees. Employees who are on unpaid leave of absence for more than ninety (90) school days in a school year shall receive no continuous service for that year, except any days which cannot by law be treated as causing a diminution of continuous service leave (such as military leave or FMLA leave) shall not be treated as unpaid leave for purposes of this paragraph. Employees who work fewer than seven (7) hours per day earn no continuous service.

**B) Custodians or Head Custodians:** Employees who work (or receive paid leave) for eight (8) or more hours per day for at least one hundred thirty one (131) days in a fiscal year shall earn one (1) year of continuous service in that fiscal year. No Employee shall earn more than one (1) year of continuous service in any fiscal year even if that Employee works more hours per day or more days per year than is typically required of other Employees. Employees who are on unpaid leave of absence for more than one hundred and thirty one (131) school days in a fiscal year shall receive no continuous service for that year, except any days which cannot by law be treated as causing a diminution of continuous service leave (such as military leave or FMLA leave) shall not be treated as unpaid leave for purposes of this paragraph. Employees who work fewer than eight (8) hours per day earn no continuous service.

**C) Breaks in Continuous Service.** An Employee's continuous service shall be broken by voluntary resignation, retirement, discharge, or expiration of recall rights.

**D) Continuous Service List.** No later than February 1 of each school year the Board shall annually post by job category a current continuous service list. The employee with the greatest continuous service in a classification shall be at the top of the list followed by other employees in descending order. A copy of the continuous service list shall be given to the President of the Association when it is posted. An employee shall have ten (10) working days from the posting of the continuous service list to challenge his/her placement thereon. After the (10) day challenge period, the continuous service list shall be final.

**5.8 Probation.** Employees newly hired by the District on or after July 1, 2011 shall have a probationary period of one calendar year. Employees transferred to a new category of position shall have a probationary period of one hundred eighty (180) calendar days in the new category of position. Limitations on the administration or board to discharge or suspend employees under Section 5.6 does not apply to probationary employees.

## **ARTICLE VI WORKING CONDITIONS**

**6.1 Hours of Work.** The regular work week shall run in conjunction with the school calendar adopted or modified by the District. For purposes of overtime calculation, the work week commences at 12:01 AM on Sunday and continues through midnight the following Saturday. The normally

scheduled work day shall not exceed eight (8) working hours with a duty-free unpaid lunch of at least thirty (30) minutes for aides and no-less than one (1) hour for custodians.—Work of individual Employees will vary with the needs of the District, as determined by the Administration. Employees will be given reasonable advance notice (except in case of emergency) to assignment to reasonable additional duties in addition to the typical hours of assignment at the discretion of the Administration, based on District, student and building needs, or other factors relevant to operation of the District, and shall be compensated and the appropriate rate therefore. The Employee and Association shall be consulted prior to any permanent changes in work hours. The Association may negotiate the impact of those changes.

**6.2 Definition of Full-Time and Part-Time Employees.**

**A) Full-time:** A full-time employee is one who works seven (7) or more hours daily.

**B) Part-time:** A part-time Employee is one who works less than seven (7) hours per day.

**6.3 Vacancies.** Permanent, regular Employee openings as determined by the Board will be posted within five (5) working days by the Central Administrative Office, on the District's website, and e-mailed to Employees. This does not prevent the temporary filling of vacancies, pending Board action. All openings will be filled by the Board in its discretion. The Website posting notices on Applitrack shall state job title.

**6.4 Overtime.** If an Employee is required to work more than forty (40) hours per week, the Employee will be paid for such time at one and one-half (1.5) of the Employee's regular hourly rate.

**6.5 Order of Consideration for Job Vacancies.** When vacancies exist or new jobs are created, and recall rights to eligible laid-off Employees have been satisfied, the District shall consider applicants from among current Employees. If an application for a said vacancy is submitted by a current Employee and the Employee is not granted an interview, then within ten (10) work days after notification of non-interview, the applicant may request from the hiring supervisor written reasons why he/she was not selected to be interviewed.

**6.6 Lunches and Breaks.** Each Employee working at least five (5) hours per day will be entitled to a duty-free unpaid lunch period and one (1) break period of ten (10) minutes. Employees working more than five (5) hours per day will be entitled to two (2) breaks of ten (10) minutes.

**6.7 Custodian Absences and Substitutes.** In the case of custodian absences, the administration may elect to leave certain work undone, offer or require additional work time by other custodians, or have managerial employees assist in the work. The District will endeavor to secure substitutes for custodians after an absence of five or more consecutive days.

**6.8 Inclement Weather.** When students are released early due to unexpected inclement weather, the Administration will permit the Employees to leave without pay when all students have left the building, but Employees who remain for the rest of the day will be paid all regular hours. If weather is unusually bad in the opinion of the Superintendent, all Employees will be released without loss of pay. The Administration will endeavor to allow custodians and head custodians to leave before the end of the work day if they would have unusual difficulty commuting.

In emergency situations, such as students stranded at school due to impassable roads, Employees may be required to stay as is necessary to supervise or care for children. Volunteers will be sought before requiring Employees to remain in these emergency situations.

**6.9 Hours of Work and Work Year.** The typical work year for aides shall be no less than 180 days, but may be increased based on the needs of the District. Work days for aides shall typically be on teacher work days. Regularly scheduled work days for custodians shall be week days (building checks or extra events excepted).

The regularly scheduled work day for full-time teacher aides shall be seven and one-half (7.5) or seven (7) hours per day. Training days, summer school or ESY days may be exceptions. The regularly scheduled work day for custodians shall be eight (8) hours per day (building checks and/or extra events excepted).

Nothing in this provision prohibits the Board from establishing part-time or part-year positions.

**6.10 Assignment.** Employees will be provided an opportunity annually to express preference to remain in the current position or change positions. Final assignments will be in the discretion of the District. A reasonable effort will be made to notify all Employees of their tentative job assignments no later than fifteen (15) calendar days before the start of the next school year.

**6.11 Dress Code Considerations.** Affected Teacher Aides will be allowed reasonable time to change clothes for outside or other activities when reasonably necessary for the activity. Teacher Aides should come to school in appropriate attire for the duties to which they are assigned.

Each custodian shall be provided one (1) Rantoul City Schools District No. 137 shirt no later than January 1, 2012. This shirt is generally representative of the type of shirts custodians should wear for work.

**6.12 Student Health Procedures and Medications.**

- A)** The District may seek volunteers to assist students with medications. Parents, students and physicians will be discouraged from planning the medication of students at school, unless medically necessary.
- B)** The District shall annually in-service employees who volunteer to assist with medical needs.
- C)** Employees may be required to dispense medications in an emergency such as pursuant to an IEP or Section 504 plan. An emergency is a significant threat to health or life caused by an unpredictable medical event.
- D)** An employee who volunteers must give adequate advance notice to the building Administrator if he/she chooses to cease volunteering.
- E)** If an Employee is required to perform health procedures on one (1) or more children, the Employee shall receive reasonable advance training from qualified individuals such as by physician, school nurse, other nurse, physician's assistant or other qualified person regarding the procedures and risks.
- F)** When permitted by laws concerning privacy and student records, Employees who are responsible for the care, assistance, transportation or safety of students with unusual medical needs or problems shall be informed, consistent with the Employee's job responsibilities.
- G)** Employees volunteering to provide medications or who are assigned to perform health procedures will be indemnified and defended by the District in any civil proceeding arising out of alleged wrongful act(s) of the volunteer, except for willful or wanton acts.



H) Any bargaining unit member who is interested in CPR or AED training may inform the Superintendent of that Employee's interest in writing. The Superintendent shall consider that training request. The decision of the Superintendent is final.

**6.13 Employee Information.** Within 30 calendar days after the start of duties annually, each Employee shall receive the following information in writing:

- A) Most recent school calendar showing days school is in session (available on RCS website).
- B) Anticipated daily schedule for that Employee or class of Employees including start and ending times, and, if the Employee works less than every school day, the days on which that Employee is expected to work.
- C) That Employee's hourly rate of pay
- D) Job category to which that Employee is currently assigned.
- E) Name of current direct supervisor.
- F) Current Supervisory hierarchy
- G) Current protocol for reporting absences (including to whom).
- H) Work days, hours, start and ending times, calendars, holidays, holiday observances, supervisors and supervisory structure, procedures and calendars may change based upon district needs and operations, as determined by the administration or board. The Association reserves the right to bargain the impact of such changes pursuant to applicable laws.
- I) No later than September 15 of each school year or 30 days from the date of employment if hired after the start of the school year, a District/Building administrator shall meet with new Employees to review job expectations and the evaluation process. In addition, for those existing Employees who request in writing no later than September 15 of each school year, a District/Building administrator shall meet with said existing employees who are scheduled to be evaluated that year and review job expectations and the evaluation process including the name of each Employee's direct supervisor. Finally, no later than September 15 of each school year, or 30 days from the effective date of the change in job classifications, whichever is later, for those employees who request in writing a District/Building administrator shall meet with said Employees who have had a change in job classification and review job expectations and the evaluation process.

**6.14 Access to Work Place – Classroom Access**

Teaching Assistants shall be issued a key(s) to the classroom(s) in which they are regularly assigned to work. An initial phase-in period is needed to order to create and distribute the necessary keys, but all Teaching Assistants will receive the key(s) which will be provided no later than February 1, 2020.

**6.15 Access to Email.** All aides shall be provided computer access for his/her individual use to facilitate school communications.

- 6.16 Electronic Devices - Damage:** If an employee receives an electronic device supplied by the Board to facilitate their work, the employee will be responsible for up to the cost of the replacement for physical damage (not caused by a student) or loss of the electronic device. Ordinary wear and tear and software installations are not included. The cost of the repair will be collected from the next paycheck by payroll deduction.
- 6.17 Retirement Enhancement:** In exchange for irrevocable notice of retirement, a member of the bargaining unit will receive up to three (3) years of enhancement wages. These enhancement wages will be a 6% increase over the previous year of IMRF creditable wages, and shall be compounded for multiple years of enhancement. The notice of retirement shall be submitted to the District no later than April 1 prior to the school year in which the enhancement(s) are to commence. To be eligible to receive the retirement enhancement described above, the employee must have at least 20 years of public school experience upon retirement, the final ten of which must be with Rantoul City Schools No. 137. An employee electing this program will be ineligible for any other compensation benefit or program related to retirement. The retirement enhancement will be limited so that in no circumstances shall the employee's total creditable earnings in any school year exceed 6% of the employee's total reportable creditable earnings from the prior school year.
- 6.18 College Hours:** For an ESP employed in the district who has successfully completed at least 60 college hours, the district may, at the discretion of the superintendent, enter into an agreement with that ESP in order to reimburse the ESP for the cost of earning a Professional Educator License (PEL) in hard to fill areas such as Special Education or Bilingual Education. That agreement may include requirements for successful completion of the licensure as well a commitment to continued employment as a teacher in the district in order for the teacher to receive reimbursement.

## ARTICLE VII LEAVES

### 7.1 Sick Leave

- A) Annual Allotment and Accumulation.** Full-time Employees shall be granted sick leave annually according to the chart below. Unused sick leave shall accumulate. Sick leave may be taken in hourly increments for custodians and head custodians. The administration may allow hourly sick leave usage for other bargaining unit members.

Months Employed	Number of Sick Leave
9	12
12	15

**Three or More Consecutive Days:** Whenever an Employee is absent 3 or more consecutive days, a doctor's excuse/note may be requested upon return to work at the Employee's expense pursuant to Section 24-6 of the School Code. The District may request a doctor's excuse/note for absences of less than 3 consecutive days at the District's expense when abuse is reasonably suspected and the reasons provided to the Employee in writing.

- B) Sick leave Allotment for Mid-Year Hires** Sick leave allotment for mid-year hires shall be as follows for the first day of work:

**12 month employees:**

July 1 – Sept 30:	15 days
Oct 1 – Dec 31:	12 days
Jan 1 – Mar 31:	8 days
Apr 1 – Jun 30:	4 days

**9 month employees:**

1 <sup>st</sup> quarter:	12 days
2 <sup>nd</sup> quarter:	9 days
3 <sup>rd</sup> quarter:	6 days
4 <sup>th</sup> quarter:	3 days

**C) Catastrophic Illness – Sick Leave Bank.** The Board may grant additional sick leave days for use by an Employee who has a catastrophic accident or illness, or meets the following conditions. The Board will contribute days to a “bank” equal to one (1) day per Employee. To be eligible to draw days from the bank, the Employee must meet the following conditions:

1. The Employee must have exhausted all sick leave and personal leave days.
2. The Employee must have been unable to work for at least twenty-five (25) days of the prior thirty (30) workdays.
3. The Employee shall not be eligible for any disability (including private disability coverage) worker’s compensation, or other income protection.

The sick leave bank shall be administered by the Association. Employee wishing to avail themselves of these days shall submit an application in writing to the Association President. The Association shall determine eligibility of individual cases, based upon need of the applying Employee, severity of illness or injury, likelihood that the Employee will be able to return to work as a result of utilizing the sick leave bank, potential need by other Employee, and other factors related to the best interest of the School District and its students.

An Employee who has used sick leave bank days will be required to “reimburse” the bank by contributing seven (7) days per year from his or her annual allotment, until the bank is restored by the same number of days utilized by the Employee. If the Employee leaves service prior to the time all days are restored, the Employer shall be entitled to deduct the remaining unrestored days from the Employee’s final paycheck at the Employee’s then current daily rate of pay. The Employer shall require an Employee to execute a wage deduction agreement at the time of use of sick leave bank days, providing that the sick leave days are a cash advance, and authorizing the deduction from Employee in case used sick leave days are not restored at the time an Employee leaves service (as provided in Title 56, Ill. Admin. Code, Part 300.750). In no circumstance may an Employee use more than forty (40) sick leave bank days, unless this restriction is waived by the Board in its sole discretion.

The purpose of this sick leave bank is to provide the Employee a cushion from economic loss occasioned by catastrophic illness or injury, sufficient to allow the Employee to return to work. If it appears that an Employee will be unable to return to work, use of the sick leave bank will not be available. The original source of additional sick days shall be those “seeded” by the Board of Education. There shall not be additional periodic contributions to the bank of “sick days” by the Board of Education (unless the Board chooses to do so in its sole discretion). Rather, sick

leave bank days used by eligible Employees will be restored by those Employees who have used the days, and thus made available to future Employees.

**7.2 Personal Leave.** Employees shall be granted three (3) days of personal leave annually, which may accrue to a total of six (6), not to be used in more than three (3) consecutive days. After an Employee has accumulated six (6) personal leave days any additional days accumulated may be converted to sick leave. Notice of personal leave shall be given in Skyward as early as possible and, except in emergency situations, shall be given at least two (2) school days prior to the day of the leave. Unused personal leave may accumulate as sick leave. No more than two (2) Employees per building may be absent due to personal leave on a given day. This limitation may be waived in the discretion of the Superintendent. If more than two (2) Employees per building requests personal leave for the same day, the leave shall be granted in order of submission into Skyward. However, if the employee's absence utilizing personal leave would create an operational hardship for the school district, then the superintendent at his or her discretion may deny the use of personal leave by providing the employee with the reasons for same in writing.

**A) The Superintendent may waive these restrictions in his/her discretion.** Personal leave is unavailable:

1. to extend any school holiday, vacation or break
2. during the first and last two (2) weeks of school and
3. during designated parent teacher conference days/evenings, teacher in-services, and half-day school improvement dates.
4. during the one (1) week of the main state testing administration period established by the first school day in September, or whenever ISBE makes the date public.

**B) Personal Leave allotment for Mid-Year Hires** Personal leave allotment for mid-year hires shall be as follows from the first day of work:

**12 month employee:**

July 1 – Dec 31:	3 days
Jan 1 – June 30:	2 days

**9 month employees:**

1 <sup>st</sup> semester:	3 days
2 <sup>nd</sup> semester:	2 days

**7.3 Sick Leave Records.** Official records of sick leave entitlement and use will be maintained.

**7.4 Jury Duty/Court Leave.** An Employee who is called for jury service or subpoenaed to appear in a matter, in which neither the Employee nor the Association is a party of interest, during his or her scheduled working hours, shall receive his/her full Employee pay for the time served or subpoenaed to appear in court. The Employee shall surrender to the Employer all payments received as a juror or witness except mileage allowance, meal allowance and parking fees.

**7.5 Military Service.** Employees who are called to or volunteer for military service of the United States shall be entitled to the benefits and reinstatement provided by law at the time. Such laws are not incorporated into this Agreement.

**7.6 Professional Leave.** Professional Leave will be granted at the discretion of the Principal/Supervisor. Meals, mileage, conference and hotel fees will be reimbursed as provided in Board policy.

**7.7 Association Leave.** The Association shall be granted up to four (4) Employee days annually District-wide for leave for Association business. The Association shall certify the dates on which leave is requested at least five (5) school days in advance of such leave. The Superintendent may waive notice requirements in case of emergency, such as an alternate replacing an original delegate to the IEA convention. If a substitute becomes necessary because of an employee's use of Association leave, then the Association shall reimburse the school district for the cost of the substitute.

**7.8 Unpaid Leaves of Absence.**

An Employee may apply for leave of absence without pay for a period not in excess of one (1) year. Reasons for such leave request may include, but are not necessarily limited to, birth or adoption of a child or other child-care leave, family emergency, leave for educational reasons, and emergencies.

Any leave in excess of thirty (30) school days shall interrupt a probationary Employee's service. The Board of Education shall grant such leaves as are in the best interest of the District. Leaves of less than three (3) months duration where dates are approved by the Administration in advance need not be approved by the Board of Education. Sick leave shall not be available during an approved unpaid leave of absence.

Sick leave may be used for maternity and or adoptive leave at the Board's discretion and according to Section 24-6 of the School Code and board policy. Employees might be eligible for Family and Medical Leave.

An Employee who, due to illness or other disability, is unable to work and who has exhausted all available sick leave shall apply for a leave of absence. Leave of absence due to disability shall normally be granted for periods of up to one (1) year. Employees may request leave of absence for periods in excess of one (1) year. Such leaves shall be granted only when there is reason to believe that the Employee will be able to return to work as an active Employee at the end of the leave.

Employees on unpaid leave of absence may continue insurance benefits at their own expense, subject to carrier restriction.

Employees shall not be eligible for any paid leave which occurs during an unpaid leave of absence, but this shall not prohibit an Employee from seeking an unpaid leave of absence following or immediately preceding use of paid leave under this Agreement.

An Employee who takes an unpaid leave of absence shall receive one (1) year of continuous service credit if the Employee works (or is on paid leave allowed by this contract) for ninety (90) or more days. If the Employee works (or is on paid leave) for fewer than ninety (90) days, the Employee shall receive no continuous service credit for the year. Number of days worked shall be determined by the District's records prepared for or submitted to Employee' Retirement System. Sick leave may be used for maternity disability if supported by physician's statement. The Board may challenge any sick leave.

**7.9 School-Sustained Injuries Leave.** RCS will follow the Illinois Workers' Compensation Act and the rules and regulations of the Illinois Workers' Compensation Commission for those employees

injured at school and qualifying for benefits. An injury/accident report form must be completed and submitted to Administration.

**7.10 Family and Medical Leave Act.** For purposes of the Family Medical Leave Act the year shall be a rolling year from the employee's first day of FMLA leave. Both the employer and eligible employee retain their rights under the Family Medical Leave Act. Refer to the Family Medical Leave Act board policy.

**7.11 Bereavement Leave.** Each full time employee shall be allowed three (3) days of absence per year without loss of pay upon death of a member(s) of the immediate family or households defined as the following: parents, spouse, domestic partner, brothers, sisters, children, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians, step-parents, step-children, aunts, uncles, and grandparents of either the Employee or Employee's spouse. Up to two additional paid bereavement days may be allowed at the discretion of the superintendent.

**7.12 Holidays Leave**

**Paid Official Holidays**

Employees who work twelve (12) months shall have the following days off duty without loss of pay if the day falls within the employment period:

- Independence Day
- Labor Day
- Fall Holiday (Single Day)
- Day before Thanksgiving (only if certified employees do not work that day)
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day \*\*
- Christmas Eve\*\*
- New Year's Day\*\*
- New Year's Eve\*\*
- Martin Luther King's Day
- Whichever February Holiday(s) the certified employees are off
- Friday of Spring Break Week
- Good Friday and day after Easter (only if certified employees do not work those days)

\*\* If this day falls on a weekend, then a weekday near the day will be granted as a paid holiday, only if it falls on a non-student attendance day.

**7.13 Vacation Leave.** All twelve (12) month employees shall receive vacation based upon their years of service to the District according to the below chart. All vacation days must be used in the year that they are received and shall not carry over from year to year.

**Vacation Allotment**

<b>Employee Experience</b>	<b>Vacation Days</b>
0-5 years	10
6-14 years	15
15 years & over	20

Each vacation day is referenced to an 8-hour workday. In the event administration elects to implement "summer hours", then a vacation day taken during "summer hours" shall count as 1.25 days of vacation.

- 7.14 **Alternative Leave Use** In good faith cooperation and with administration consent, no more than four (4) times per year, an employee shall be able to flex sixty (60) minutes at either the beginning or the end of the workday. Such requests to flex time shall not be unreasonable denied. The decision of administration regarding alternative leave use shall not be subject to grievance.
- 7.15 **National Guard Duty.** Time off, without pay, for National Guard or Reserve duty shall be granted to an employee and vacation time not used.
- 7.16 **Military Leave:** RCS will follow all federal and state laws and current board policy in regards to military leave.

**ARTICLE VIII  
INSURANCE**

- 8.1 **Group Health Insurance:** For the 2019-2020, 2020-2021, 2021-2022 school years the Board shall contribute toward the monthly cost of available district group health plan coverage for each eligible employee who works full time a sum equal to the single premium cost of the plan selected, less nine (9%) percent of the base premium for the health insurance plan selected. Eligible employees means a full-time employee of the employer. Part-time and seasonal employees are not eligible for health insurance. For the purposes of this section, full-time employee means a person who is regularly scheduled to work a minimum of thirty (30) hours per week and who is on the permanent payroll of the employer. Employees eligible for coverage under the group health plan, who are employed less than a full school year, shall be entitled to a pro-rated Board contribution toward the cost of single health coverage. Such employees shall have their insurance coverage prorated so that their insurance will end at midnight on the last calendar day of the same month in which their service with the district is discontinued.

The Board shall provide that its Section 125 plan and related election forms allow Employees to “shelter” Employee contributions toward the cost of health care coverage from income taxation in accordance with applicable law.

When the Board employs both husband and wife, one (1) spouse may elect to apply the Board contribution toward Employee/spouse or family coverage. In no case shall the Board contribution be more than the applicable premium.

Illinois IMRF Employees who retire may be eligible for continuation health coverage under IMRF law and/or COBRA. Under many situations a deceased IMRF Employee’s surviving spouse or children may also be eligible continuation coverage. Typically, notices and information about continuation coverage comes from the health plan carrier. The District may adopt rules or procedures from time-to-time about continuation coverage.

- 8.2 **Dental Insurance:** This District shall contribute 100% of the single employee dental insurance premium per month. The employee has the option to add dependent or family to the plan at their own expense. Any remaining premium will be paid via payroll deduction. The Board of Education shall seek Association input prior to changing the dental insurance provider or modifying the level of benefits. Participation in the dental insurance program shall be voluntary at the employee’s discretion. When the Board employs both husband and wife, one spouse may elect to apply the Board contribution toward family dental coverage.
- 8.25 **Vision Insurance:** District shall choose to provide vision insurance as an option, at a rate determined by the board, at the employee’s own expense and paid via payroll deduction.

- 8.3 Life Insurance.** The District shall maintain a group life insurance program providing a Twenty-Five Thousand Dollar (\$25,000) death benefit, double indemnity in case of accidental death, without cost to eligible Employee. The District shall endeavor to maintain such coverage with a carrier which allows optional additional coverage. Any such additional coverage shall be at Employee expense, and paid via payroll deduction.
- 8.4 Cancer Indemnity and Hospital Intensive Care.** The District will arrange payroll deduction for any Employee wishing to participate in a cancer indemnity and hospital intensive care insurance program. Participation in the program will be voluntary among Employees and no contributions shall be paid by the Board. Premiums shall be paid by individual Employee through payroll deduction.
- 8.5 Section 125 Flexible Benefits Plan.** The District shall maintain a Section 125 Flexible Benefits Plan, with the intent that Employee earnings deductions toward flexible benefits be sheltered from federal income taxation. The Board shall select a third party administrator, but will permit input from the Association regarding selection. Should the Board determine to replace a third party administrator, the Association shall be notified of the change and the reasons therefore. Any such plan shall be available to all Employees and not only members of the Association. The cost of plan maintenance and set up shall be borne by the participating Employees. The risk of loss (third party administrator error or failure) shall be borne by the Association.

The obligation of this paragraph 8.5 shall cease to exist if Section 125 or its implementing regulations are substantially modified or if the plan imposes costs upon the school district.

- 8.6 403(b) Savings Program (Tax Sheltered Annuities).** The District shall provide opportunity for Employees to enroll in the tax-sheltered annuity program. Employees who wish to join or alter their participation will be permitted to do so by notifying the Central Office. The Administration may establish reasonable rules limiting changes. There shall be no more than fifteen (15) annuity company payees. Participation in tax-sheltered annuities shall be voluntary for Employees. The District has no obligation to contribute to the program. Annuity companies which fail or refuse to comply with District's requirements, including calculating maximum annual contributions shall be eliminated from the program.
- 8.7 Insurance Committee.** By March 1 the Association may make specific recommendations to the Board of Education and/or Administration concerning specific insurance coverage benefits and carriers, as well as the content of plans. The Superintendent will prepare insurance specifications and bid documents; and when bids are received, meet with the Association president, or designated person, to review the same. Final action shall be taken by the Board of Education.
- 8.8 Retiree Insurance**
- A) Health Insurance:** ESP staff who are vested in IMRF and who retire from Rantoul City Schools may continue on the RCS Board Medical Insurance Program at their own expense.
- B) Dental Insurance:** ESP staff who retire after June 30, 2015 are no longer eligible for the Board's Dental program. With the express written consent of the insurance carriers, ESP staff who retired on or before June 30, 2015 may continue to participate in the Board's Dental program up to age 65 at their own expense. ESP staff who have retired on or before June 30, 2014 may continue to participate in the Board's Dental program up to age 70 at their own expense. Coverage will end at the end of the month containing the date of the retiree's/spouse's birthdate.



C) All premiums, health and dental, here shall be transmitted to the Human Resources Office in advance. The Board shall not be obligated hereunder to advance premiums for any retired employee nor to continue coverage upon the failure of any person to make timely payment. Failure to submit timely premium payments will result in cancellation of coverage.

8.9 **Insurance Plan Summary.** A copy of a summary of insurance plans will be provided by the administration in a new hire packet disseminated to new hires.

## ARTICLE IX

### WAGES

9.1 **Wages.** The Wage Schedule is part of this Agreement and is attached as Appendix A.

9.2 **Pay Days.** Pay days shall be the fifteenth and thirtieth of the month (Feb = Feb 28<sup>th</sup>). When the payroll date is a Saturday, Sunday, or holiday, payday shall be the preceding business day.

Twelve month employees shall be paid on a twenty-four (24) pay basis)

Employees employed on less than a twelve (12) month basis will be paid on a 24 pay basis. Employees paid on less than a twelve (12) month basis and electing to be paid on a 19 pay basis may continue to receive their wages over 19 pays. However, an employee electing to switch from 19 pays to 24 pays must remain on 24 pays once the designation is made.

9.3 **Pay Information.** To the extent that District payroll software in place from time-to-time has the capability, without modification, to provide it, pay check stubs and/or earning statements shall include accurate information listing:

- Number of sick days used per month (not necessarily including days taken the last five days of the month).
- Sick leave balance at the end of the month (not necessarily including days taken the last five days of the month).
- Vacation day balance at the end of the month (not necessarily including days taken the last five days of the month).
- Amount of overtime in the pay period

Accuracy of all information on pay stubs for pay information sheets shall be subject to Employees timely submitting pay sheets and leave request data.

9.4 **Selected Number of Payrolls Per Year**

#### Employees Other than Custodians and Head Custodians

Any rate of pay increase for employees who selected 19 pays per year the previous school year will occur in the first paycheck after July 1. Employees who have selected 24 pays for the previous school year continue to receive the balance of the prior year's wages through the last paycheck in August, those employees first receive any experience wage increase the first paycheck after August.

#### Twelve-Month Custodians and Head Custodians

Twelve-month custodians and head custodians may not select 19 pays per year. They receive all pay from the prior year by June 30 and any rate of pay increase occurs on July 1.

Wages shall be paid via direct deposit to an institution directed by each Employee with evidence of a pay stub provided to each Employee by electronic delivery.

All Employees hired between July 1 and the first day of November shall receive wage schedule advancement. Those hired after the first day of November shall receive no wage schedule advancement for that year.

#### New Hires

The Board may grant up to seven years of wage schedule placement for new hires with relevant public school or accredited private school experience (teacher aides) and relevant public school or other employment experiences (for custodians and head custodians).

- B) **Call Back and Call In Rates.** Any Employee who shall be called back or called in outside of regular work hours due to extenuating circumstances will be paid one (1) hour of pay and reimbursed for mileage.
- C) **Teacher Aide Advancement.** Degrees and academic hours earned for purposes of wage schedule advancement must be supported by an official college transcript which must be received in the Human Resource's office by October 1 for annual wage changes. Pay adjustments will begin retroactively to the beginning of the semester following receipt of the official transcript if the above date is met.
- D) **Employees filling in for Absent Employees.** Any Employee filing in for an absent employee in a different category shall be paid on the wage schedule of that category if that rate is higher than the Employee's regular rate of pay. In order to perform any assignment to a different job category of position for which a different rate of pay would apply, an employee must have been directed or approved by an administrator or supervisor in advance, in writing.

9.5 **Mileage** Employees who are requested by an administrator to use their own vehicles during the school day of school business shall be reimbursed at the IRS rate; this includes employees traveling between assigned work sites. Prior approval of an administrator must be obtained. All mileage reimbursement requests must be turned in to the finance office-monthly.

9.6 **Overtime Rates.** An employee who works in excess of 40 hours in a workweek shall accrue compensatory time at a rate of one and one half hours for each hour worked in excess of forty or receive overtime at a rate of one and one half times the regular rate of pay for each hour worked in excess of forty. The Facilities Supervisor shall determine whether an employee accrues compensatory time or paid overtime. No employee shall accrue in excess of thirty hours of compensatory time, and all compensatory time accrued must be used within the fiscal year in which it is accrued. The use of compensatory time shall not be unreasonably denied unless the use would unduly interfere with the district's operations.

### ARTICLE X

#### PROVISIONS APPLICABLE ONLY TO CUSTODIANS AND HEAD CUSTODIANS

10.1 **Provisions Applicable Only to Custodians and Head Custodians.** The following paragraphs 10.1 through 10.14 apply only to custodians. The word "custodian" also includes "head custodian" for these paragraphs. In case of conflict with any other provision of this collective bargaining agreement, the following paragraphs control for custodians. These provisions do not apply to any other category of employee.

## **10.2 Building Checks.**

Building checks will be assigned on a rotating basis among custodians regularly assigned to that building, unless the Facilities Supervisor or his/her designee assigns another custodian for a particular building check.

**A. Weekend Building Checks.** When custodians are required to do weekend building checks they shall be paid at a rate of one and one-half (1 ½) times the normal rate of pay if the building check results in more than 40 hours per week worked. Custodians doing weekend building checks shall be paid for a minimum of one-half hour per building.

**B. Holiday Building Checks.** When a custodian is required to do a building check on a holiday, he/she shall be paid for a minimum of one hour of work time per building check.

**10.3 Hiring of Substitute Custodians.** If a custodian is absent or there is a vacancy in custodian positions, the hiring of a substitute custodian must be approved in advance by the Facilities Supervisor or his/her designee.

**10.4 Weekend and Evening Events.** Custodial duties for weekend and evening events and at a particular building will be typically rotated among custodians who are regularly assigned to that building, unless the Facilities Supervisor or his/her designee assigns another custodian.

**10.5 Mowing.** Custodial duties for mowing at a particular building will typically be rotated among custodians who are regularly assigned to that building, unless the Facilities Supervisor or his/her designee assigns another custodian.

Mowing duties for the former Maplewood school will be rotated among those employees expressing a desire in writing to perform that work provided to the Facilities Supervisor or his/her designee.

**10.6 Snow Plowing.** Snow Plowing will be rotated among employees who have expressed interest in performing work of that kind. Each such employee must have any requisite driver's license to operate the snow plow.

**10.7 Insufficient Volunteers.** When there are insufficient volunteers for weekend or evening events, mowing, snow plowing, or other occasional work, the duties shall be assigned by the Facilities Supervisor or designee, among those qualified and capable of doing the work. Reasonable effort shall be made to rotate involuntary assignments among employees qualified and capable.

**10.8 Vacation Scheduling.** Vacation time will be taken in periods approved in advance by the Facilities Supervisor or his/her designee, which approval will not be unreasonably withheld. Absent special approval of the Facilities Supervisor or his/her designee, vacation will not be scheduled for the first or last week of the student school year. Custodians must schedule vacation so that at least one custodian regularly assigned to that building is present. In case of conflict for times of vacation request, continuous service will prevail.

**10.9 Assignment and Re-Assignment of Custodians.** The administration may re-assign custodians among buildings or shifts in its discretion as it determines is in the interest of the District or its students.

**10.10 Evaluations of Custodians.** Custodial evaluations shall be conducted by the Facilities Supervisor and any affected building administrators. [This paragraph 10.10 concerns the persons who will conduct evaluations, not the substance or nature of the custodial evaluations.]

**10.11 Sick and Personal Day Scheduling.** Sick days and personal days may be taken in increments of one hour. All time worked and time on permitted leaves shall be recorded accurately by the employee and verified by the Facilities Supervisor or his/her designee, or building administration. The Administration may implement electronic measures as a substitute for paper time sheets.

**10.12 Overtime Payment and Calculation.** Only hours actually worked by a custodian shall "count" for overtime calculation or payment.

**Example:** Monday is a paid holiday for custodians. All custodians work eight hours per day Tuesday through Friday of that work week. The next day, Saturday, which is part of the same workweek, one custodian works nine hours. For that work week, this custodian is paid for 48 hours at the straight time rate, and one hour at the overtime rate. This is because that custodian actually worked 41 hours during the week, resulting in one hour of overtime. However, the custodian is also paid for 8 additional hours of straight time for the Monday holiday, but that holiday paid time off does not count as overtime.

**10.13 Pay if Employees Sent Home.** Typically custodians report to work on "snow" or other emergency days and remain at work if school is called off early due to sudden bad weather or other emergency. If the administration determines that all custodians should leave work due to inclement weather or other emergency, or not report to work at all, no custodians shall suffer a loss of pay.

**10.14 Custodial Staff Work Closet**

Each custodian shall be provided a work closet in her or his area of assignment. The work closet shall include a computer or tablet, store cleaning supplies, house cleaning tools, and can secure personal belongings.

**ARTICLE XI  
TECHNICAL PROVISIONS**

**11.1 Savings Clause.** If any provision of the Agreement or any application of the Agreement to any Employee or group of Employees shall be found contrary to law by a body of competent jurisdiction, then such provision shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions shall continue in full force and effect.

**11.2 No Strike or Lock Out.** During the term of the Agreement, it is specifically understood that neither the Association nor its members shall participate in or encourage, either directly or indirectly, a strike or another form of interference with the normal operations of the school system or any of its programs. The Board shall not lock out the Association or its members during the term of this Agreement.

**11.3 Distribution of Contract.** Upon the ratification of the Agreement, the District agrees to prepare, collate, print, and distribute ten (10) copies of the Agreement with the cost to be shared jointly by the Association and the Board. The signed copy will be scanned and posted on the district website.

**11.4 Duration.** Agreement shall be effective July 1, 2019 and upon execution of the parties, and shall terminate at 11:59pm on June 30, 2022.

**11.5 Management Rights.** Nothing in this Agreement is to be interpreted as constituting a waiver of the Board's rights and responsibilities to operate and maintain the schools. Nothing in this management rights provision shall be interpreted to diminish any right established in the specific language of this Agreement

Except as is explicitly provided in the written text of this Agreement, the Board retains and reserves, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by law. Without limiting the generality of any of the foregoing, examples of these rights include:

- A) Management and administrative control of the school system and its properties and facilities;
- B) Power to hire all Employees and determine their qualifications and fitness for employment and conditions for their continued employment or their dismissal;
- C) Right to make reasonable accommodation to persons with disabilities, including implementing students' Individualized Educational Programs or 504 Plans;
- D) To establish grades, courses of instruction, including special programs, and to provide for education activities and athletic, recreational and social events for students;
- E) Determine overall goals and objectives, as well as the policies affecting the programs of the schools of the District itself;
- F) Select textbooks, teaching materials and teaching equipment and aids;
- G) Determine class schedules, class sizes, the hours of instruction and the assignment of Employees with respect thereto;
- H) Determine the services, supplies and equipment necessary or convenient to its operations and to determine the methods and process of carrying on the work;
- I) Adopt reasonable rules and regulations concerning Employees, other employees and students;
- J) Determine the location or relocation of programs or facilities, including the establishment, location, relocation or closing of programs, offices, departments, buildings, or other facilities;
- K) Determine all financial and fiscal policies including all accounting procedures and all matters pertaining to public relations;
- L) Determine the size and nature of management organization, its functions, authority, amount of supervision and lines of authority; and
- M) Direct the working forces, including the right to hire, promote, discipline, and transfer, and determine the size of the workforce.

**11.6 District Rules and Regulations.** The District reserves the right to establish and modify from time to time its reasonable rules and regulations for the conduct of Employees but such rules and regulations shall not be in conflict or in violation of the terms of this Agreement. The District will notify the Association of any new or modified rules and regulations prior to implementation, except in case of emergency or as the District believes is necessary for student or Employee security or safety, in which case the Association shall be notified promptly of such modifications. The new or

modified rules and/or regulations shall not be implemented until after being posted for five (5) working days, except as the District believes is necessary for student or Employee safety.

# WAGE SCHEDULE 2019-2022

## APPENDIX A

A 3 year wage increase will be as follows:

- 2019-2020 4% flat increase
- 2020-2021 a 3.5% flat increase
- 2021-2022 a 3.5% flat increase

All current employees receive a flat percentage increase for each year of the contract 2019-2020, 2020-2021, 2021-2022.

The wage schedules below are for the purposes of placement of new employees only for their first year.

After the first year the employee receives a flat percentage increase as stated above.

If after receiving the annual percentage increase, the employee's hourly wage rate is less than the new hire wage rate for their respective years of service as illustrated below, then the employee shall receive the higher hourly wage rate from the new hire wage scale below.

### New Hire Placement Starting Wage Schedules

<b>Head Custodians</b>			
	2019-2020	2020-2021	2021-2022
0 - 2 years	\$12.44	\$13.05	\$13.60
3 - 5 years	\$12.94	\$13.55	\$14.10
6 - 8 years	\$13.44	\$14.05	\$14.60

<b>Custodians</b>			
	2019-2020	2020-2021	2021-2022
0 - 2 years	\$11.92	\$12.53	\$13.15
3 - 5 years	\$12.42	\$13.03	\$13.65
6 - 8 years	\$12.92	\$13.53	\$14.15

<b>Teaching Assistants</b>			
	2019-2020	2020-2021	2021-2022
0 - 2 years	\$13.41	\$13.82	\$14.25
3 - 5 years	\$13.91	\$14.30	\$14.73
6 - 8 years	\$14.41	\$14.80	\$15.25

<b>Teaching Assistants with Bachelors</b>			
	2019-2020	2020-2021	2021-2022
0 - 2 years	\$14.12	\$14.55	\$15.00
3 - 5 years	\$14.60	\$15.05	\$15.50
6 - 8 years	\$15.10	\$15.55	\$16.00

### New Hire Placement

"Step" is equal to the whole number of years of service completed on the first day of school.

Teaching Assistants: Persons who are hired or whose primary job requirement is rendering a "health service" for a child will be paid an additional 75 cents (\$0.75) per hour. The Board reserves the right to pay

a premium of 75 cents (\$0.75) per hour for Bilingual Aides and Language Interpreter Aides for languages not commonly spoken in Rantoul. Spanish is a language that is commonly spoken in Rantoul and does not qualify for the additional 75 cents (\$0.75) per hour.

Custodians: Persons who are hired as Head Custodian will be paid an additional 50 cents (\$0.50) per hour.

Rantoul City Educational  
Support Professionals, IEA/NEA

Board of Education, Rantoul City  
School District No.137

By: Kimberlee Spencer

By: Walt Sweet  
President

By: Paul Fren

By: John Brotherton  
Secretary

Date: 11/15/19

Date: 11/4/19