

AGREEMENT

between the

**R.O.W.V.A. SCHOOL EMPLOYEES
ASSOCIATION, IEA-NEA**

and the

**THE BOARD OF EDUCATION OF
R.O.W.V.A. COMMUNITY UNIT
SCHOOL DISTRICT NO. 208**

2022-2025

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ARTICLE 1: RECOGNITION AND DEFINITIONS

1.1 Recognition

The Board of Education of ROWVA Community Unit School District 208, Knox County, Illinois, (hereinafter referred to as the "Employer" or the "Board") recognizes the ROWVA School Employees Association - IEA-NEA (hereinafter referred to as the "Association" or the "Union") as the sole and exclusive bargaining representative for all positions set forth in IELRB No. 98-RC-0013-C as follows:

Included: All full and part-time teacher aides, custodians, mechanics, assistant mechanics, bus drivers, bus aides, head cooks, cooks, cashiers, cook helper, nurse and secretaries employed by the Employer.

Excluded: Certificated teachers, administrators, superintendent's secretary, bookkeeper, treasurer, cafeteria supervisor, and all other supervisory, managerial, confidential and short-term Employees as defined by the *Illinois Educational Labor Relations Act*.

1.2 Definitions

When used in this Agreement, the term "Employee" or "Employees" shall mean any person holding a position as included in the recognized bargaining unit described in Section 1.1 above. The term "Employer" when used hereinafter in the Agreement shall refer to the Board of Education or its administrative agents.

ARTICLE 2: GENERAL PROVISIONS

2.1 Mediation

In bargaining for a successor agreement, it is agreed that the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) if either party to this Agreement determines that the assistance of a mediator would be necessary. Should FMCS be unavailable, the parties shall immediately commence discussion as to a replacement. In the event that the parties cannot agree upon a replacement, the Illinois Educational Labor Relations Board shall be notified.

2.2 Amendments

The parties may modify or amend this Agreement only by mutual consent. Such changes shall be reduced to writing, ratified and signed by the

parties and become an amendment to this contract and considered a part of this Agreement.

2.3 Printing Agreement

Within thirty (30) days after the Agreement is signed or at such other time as is mutually agreeable to the parties, copies of this Agreement shall be prepared by the Association and printed at the expense of the Employer. The Association shall provide each current bargaining unit member with a copy of the Agreement, and thereafter the Employer shall provide each newly hired Employee with a copy. In addition, the Employer shall provide five (5) additional copies of the Agreement without charge to the Association.

2.4 Labor-Management Committee

The School Board or its designee and the Association will make every effort to meet on a regular basis for the purpose of discussing issues of concern and resolving problems that may arise. It is understood that the discussions of the Labor-Management Committee are not subject to the grievance or arbitration procedures of Article 3 of this Agreement.

2.5 Savings Clause

If any provision or any application of this Agreement to any Employee or Employees, group of Employees, or Association is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall be continued in full force and effect.

2.6 Management Rights

The parties understand and agree that the Employer retains all functions, rights and powers under the law to manage and administer the District except as such authority is specifically limited by this Agreement.

2.7 Additional Bargaining

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or by specific agreement of the parties and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The Board and the Association, for the duration of this Agreement, voluntarily and unqualifiedly waive any right which might otherwise exist under law, practice or custom to negotiate over any matter or subject referred to, or

covered in, this Agreement. By voluntary mutual consent, however, the parties may alter, change, add to, delete from, or modify the terms and conditions of this Agreement in a written amendment executed according to the provisions of this Agreement.

2.8 No Strike Obligation

The Association agrees that, during the term of this Agreement and any mutually agreed to extension thereof, it shall not engage in or authorize any concerted strike activity of the bargaining unit.

2.9 Duration

This Agreement shall be effective from 12:00 a.m. of September 1, 2022, and shall continue in effect through 11:59 p.m. of August 31, 2025, except as otherwise modified in this Agreement.

ARTICLE 3: GRIEVANCE PROCEDURE

3.1 Definitions

- A. Any claim by the Association or an Employee that there has been a violation, misrepresentation, or misapplication of the terms of this Agreement shall be a grievance.
- B. All time limits shall consist of school days; however, when a grievance is submitted fewer than ten (10) days before the close of the current school year, then time limits shall consist of all week days.

3.2 Procedures

The parties hereto acknowledge that it is usually most desirable for an Employee and the Employee's immediately involved supervisor to resolve problems through free and informal communication. If, however, the informal process fails to satisfy the Employee or the Association, a grievance may be processed as follows:

Step 1. The Employee or the Association shall present the grievance to the immediately involved supervisor within twenty (20) days of the occurrence of the grievance or within twenty (20) days of when such occurrence might reasonably have been ascertained. The grievance shall be in writing, setting forth the nature of the occurrence, the specific provisions of the Agreement claimed to have been violated and the remedy requested. The Superintendent shall designate an immediate supervisor(s) for each Employee classification. The Superintendent's designee shall arrange for a meeting to take place within seven (7) days

after receipt of the grievance. The grievant may be accompanied to such meeting by a representative, and, if the Association is not the grievant or the grievant's representative, it shall also be advised at such meeting that they are entitled to have a representative thereat. Within seven (7) days of the meeting, the grievant and the Association shall be provided with the supervisor's written response.

Step 2. If the grievance is not resolved at Step 1, then the Employee or the Association may refer the grievance to the Superintendent or designee within ten (10) days after receipt of the Step 1 answer. The Superintendent or designee shall arrange with the Association representative for a meeting to take place within seven (7) days after receipt of the appeal. Within ten (10) days after such meeting, the Employee and the Association shall be provided with the written response of the Superintendent or designee.

Step 3. If the Association is not satisfied with the disposition of the grievance at Step 2, the Association may submit the grievance to final and binding arbitration. The American Arbitration Association shall act as administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days of the date on which the Step 2 answer was due, then the grievance shall be deemed withdrawn. Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the Arbitrator which was not previously disclosed to the other party.

3.3 Step 1 By-Pass

If the Association and the Superintendent agree, Step 1 of the grievance procedure may be by-passed and the grievance brought directly to Step 2.

3.4 Direct Submission to Arbitration

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

3.5 Class Grievances

Class grievances involving more than one (1) Employee in the same building may be filed initially by the Association at the Step 1 level. Class grievance involving Employees in more than one (1) building may be filed initially by the Association at the Step 2 level.

3.6 Representation

An Employee may elect to be represented at any level of the grievance procedure. If the Association is not the grievant's representative, the Association shall have a right to be represented at all levels of the grievance procedure.

3.7 No Reprisals

No reprisals shall be taken by the Board or the administration against any Employee because of the Employee's participation in a grievance.

3.8 Release for Arbitration Proceedings

Employees shall be released from their regular assignment, without loss of pay or benefits, to testify in an arbitration hearing or to represent the Association as Grievance Chairperson.

3.9 Grievance Records

All records related to a grievance shall be filed separately from the personnel file of the Employee.

3.10 Grievance Withdrawal

A grievance may be withdrawn at any level without establishing precedent.

3.11 Failure to Render Decision

If no written decision has been rendered within the time limits indicated by a step, then the grievance may be processed to the next step.

3.12 Expedited Arbitration

By mutual agreement, the Expedited Arbitration Rules of the American Arbitration Association shall be used instead of the Voluntary Labor Arbitration Rules.

3.13 Arbitration Costs

The fees and the expenses of the arbitrator shall be shared equally by the parties.

ARTICLE 4: EMPLOYEE RIGHTS

4.1 Right to Representation

At any meeting in which the purpose is to (a) discuss or issue a reprimand or termination or (b) investigate any matter which could lead to discipline or dismissal of that Employee, an Employee shall have the right to have an RSEA representative present. Whenever the Employer advises the Employee that the meeting involves the preceding (a) and/or (b), an Employee shall notify the appropriate administrator in advance if a representative is to be present.

No discussion(s) or meetings will be held in front of students, parents, community members, or other staff, unless immediate danger is present.

4.2 Policies, Rules, and Regulations

A copy of current Board policies, regulations, and rules shall be kept at the Board office and available to Employees upon request.

ARTICLE 5: ASSOCIATION RIGHTS

5.1 Placement on Board Agenda

Upon receipt of a written request from the Association president requesting the consideration of a matter before the Board, the Employer shall place the matter on the agenda of the next regularly scheduled meeting as the first item under new business, unless the Employer or its designee notifies the Association president in writing of its reasons for denying the request.

5.2 Board Meeting Notice

The president of the Association, or the president's designee, shall be sent written notice of all regular and special meetings of the Board together with a copy of the agenda at the same time Board members are sent their copies.

5.3 Board Minutes

One (1) copy of all Board meeting minutes shall be mailed to or placed in the mail box of the president of the Association within three (3) days after formal adoption by the Board.

5.4 Access to Information

The Employer agrees to make available to the Association president one (1) copy of all available public information, as expressly requested in writing by the Association president, provided the Association shall bear costs permitted by statute which may be incurred in connection with such request.

5.5 New Employee Information

The names and addresses, if available, of newly-hired Employees shall be provided to the Association President and the Association Treasurer at the beginning of each school year. This may be done in an electronic format.

5.6 Association Leave

The Association may send representatives to local, state, or national conferences, or for other business so designated by the Association not to exceed an aggregate total of four (4) days per school year. No more than two (2) persons may be on such leave at any one time. Said representatives shall be excused without loss of salary or other benefits,

provided the Association submits written notice to the Superintendent three (3) days in advance and the Association reimburses the District for the cost of any substitute Employees if such substitutes must be employed. These Association leave days will not be designated as professional leave days or personal business leave days.

5.7 Use of Facilities and Equipment

The Association shall not be denied the following:

1. The use of available school facilities for meetings of the R.O.W.V.A. School Employees Association pursuant to twenty-four (24) hours advance notice to the building principal.
2. The use of Employee mailboxes, inter-school mail and a bulletin board in the Employees' lounge of each school building for the purpose of internal communications, provided all such publications shall be identified as Association materials and initialed by the authorizing official of the Association.
3. The use of school typewriters, copiers and computer hardware, provided that by such use the Association agrees to reimburse the Employer for any damage which arises therefrom and to pay for all consumable materials utilized in connection therewith, and provided further that such use shall be contingent upon the absence of any need to use such equipment for any aspect of the school program.
4. The rights granted to the Association in this provision shall not be granted or extended to any competing Employee organization during such time as the Association is the certified bargaining representative of such Employees.

5.8 Association Business

Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property in a room mutually agreed upon by the principal and representative, provided such business shall not occur during student contact time or during any other times scheduled for

professional meetings, conferences and activities. If the principal is not present, the Association representative shall have the right to meet with Employees in accordance with the restrictions of this provision.

5.9 Dues Deduction

The Employer shall deduct from each Employee's pay the dues of the Association and of its affiliated organizations, provided that the Employee has previously executed an authorization for such deductions, beginning

with the second paycheck of the new school year and ending by June 30th of each school year; and provided that such deductions shall not vary in amount from paycheck to paycheck except for the first two (2) deductions during any school year. This authorization shall remain in effect according to its terms. Such authorization shall be deemed to be automatically revoked upon termination of employment or upon thirty (30) calendar days prior written notice from the Employee. All dues authorizations shall be effective no later than thirty (30) calendar days following receipt by the Employer. All dues deducted by the Employer shall be transmitted to the Association within ten (10) working days after such deductions are made.

ARTICLE 6: CALENDAR - WORK LOAD

6.1 Work Day and Work Week

A. Work Hours

1. The length of the regularly scheduled work day shall be determined by the Board, with the individual time schedule developed by the immediate supervisor and subject to the needs of the District.
2. A full-time Employee, excluding bus drivers, shall receive each day at least one fifteen (15) minute paid break every four (4) hours as assigned by his or her immediate supervisor and a duty free lunch and/or dinner break of no less than thirty (30) minutes.
3. A part-time Employee, excluding bus drivers, shall receive each day at least one fifteen (15) minute paid break every four (4) hours as assigned by his or her immediate supervisor worked and a duty free lunch and/or dinner break of no less than thirty (30) minutes.
4. The Employer may only make changes to a work day assignment for temporary, emergency, district, building, or employee needs.

B. Work Week

1. The regular work week shall be Monday through Friday except holidays and earned vacation time. The Employer may establish a different regular work week for some Employees or temporary changes may be made by the

Superintendent or designee when school is not in session and/or to meet the needs of the District.

2. Paid holidays and vacation days shall all count towards meeting the above work week requirements.

6.2 Work Year

A. Twelve Month Employees

Twelve (12) month Employees will work as assigned by the immediate supervisor (generally Monday through Friday, except school legal holidays and earned vacation time, barring extenuating circumstances). Employees in this category are custodians, maintenance, and mechanic.

B. Ten Month Employees

These Employees will work as assigned by the immediate supervisor (generally Monday through Friday, except school legal holidays, barring extenuating circumstances), unless otherwise specified for the specific job. Employees in this category are secretaries and custodians-10 month.

Secretaries – eight (8) hours per day for two hundred five (205) days.

Custodians-10 month – eight (8) hours per day for two hundred five (205) days.

C. School Year Employees

These Employees will work as assigned by the immediate supervisor (generally Monday through Friday, which are pupil attendance days, barring extenuating circumstances), unless otherwise specified for the specific job. Employees in this category are aides, nurse, cooks, dishwasher, cook helpers, cashiers, bus aides, and bus drivers.

Aides – are to report to work only on days when students are in attendance, their work day will begin forty-five (45) minutes prior to the start of school and will end when students depart, and for one (1) additional day to be designated as the first teacher's institute day. Additional paid time may be required by the building administrator.

Nurses - are to report to work only on days when students are in attendance, their work day will be thirty (30) minutes prior to the start of school and fifteen minutes after school is dismissed, and for

one (1) additional day to be designated as the first teacher's institute day. Additional paid time may be required by the building administrator.

Lead Cooks - are to work seven (7) hours per day when Breakfast and Lunch are served, and two (2) additional days to be designated as the first teacher's institute day and the day prior to teacher's institute day. When there are partial days of students' attendance and only breakfast will be served they will work four (4) hours per days. If breakfast and lunch is not scheduled to be served they will not be scheduled to work.

Cooks - are to work seven (7) hours per day when Breakfast and Lunch are served, and two (2) additional days to be designated as the first teacher's institute day and the day prior to teacher's institute day. When there are partial days of students' attendance and only breakfast will be served they will not be scheduled to work.

Dishwashers – are to work three (3) hours per day when Breakfast and Lunch is served, and two (2) additional days to be designated as the first teacher's institute day and the day prior to teacher's institute day. When there are partial days of students' attendance and only breakfast will be served they will not be scheduled to work.

Cook helpers – are to work five (5) hours per day when Breakfast and Lunch is served, and two (2) additional days to be designated as the first teacher's institute day and the day prior to teacher's institute day. When there are partial days of students' attendance and only breakfast will be served they will not be scheduled to work.

Bus drivers – are to work every day when students are in attendance, and for one additional day to be designated as the first teacher's institute day. Routes will be chosen in order of seniority. The most senior driver will have first choice; the least senior driver will take the last route remaining.

- D. The work year shall be from July 1 through June 30 and shall include paid holidays and vacation days. In the event that the number of work days in an Employee's work year is increased by the Employer, each additional day shall be paid at the Employee's regular rate of pay.

6.3 Paid Holidays

- A. Paid holidays are those days set aside on the calendar when the Employees are not required to work but for which they receive work credit and are paid their regular rate of pay. If any holiday falls on a Saturday or Sunday, the Board will designate the preceding Friday or the following Monday as the day on which the holiday will be observed. Each twelve (12) month Employee will be granted the day off, with pay; and each part-time twelve (12) month Employee will be granted a pro rata number of days off, with pay, for the following holidays, but only if the holiday occurs on a regular work day and school is not in regular session.

Independence Day	New Year's Eve Day
Labor Day	New Year's Day
Columbus Day	Martin Luther King Jr. Birthday
Veteran's Day	Lincoln's Birthday or President's Day
Thanksgiving Day	Friday of Spring Break
Day after Thanksgiving	Memorial Day
Christmas Eve Day	Juneteenth
Christmas Day	

- B. If the Board applies for a waiver(s), the State approves the waiver(s), and the Board has met its statutory obligations to bargain under the *Illinois Educational Labor Relations Act* if so requested by the Association, then the holiday does not apply; and the Employee(s) will work. If any of the above holidays are removed by the Illinois legislature from the required holidays set forth in *The School Code* for public schools, Employees shall no longer be afforded such day(s) under this provision.

6.4 Overtime

A. Overtime

Full-time Employees scheduled for work in excess of the normal forty (40) hour work week shall be paid at the rate of one and one-half (1.5) times the Employee's regular hourly rate for such overtime work. The normal work week shall be defined as a total of five (5) full days of attendance on the job. Vacation days and holidays will be counted in the normal work week. Days not worked for other reasons shall not be counted toward the full work period (e.g., sick leave, personal leave). Compensatory time off for overtime worked shall be granted at the rate of one and one-half (1.5) times the time worked and must be scheduled in advance with the Employee's supervisor and may be taken only with the supervisor's permission. All overtime hours must be approved in

advance of the time worked by the Superintendent or designee. Compensatory time not taken by June 30 of each year shall be paid to Employees as overtime.

B. Call-In Time

An Employee may be called in to work after leaving for the day or on a day not scheduled to work and such work shall be for a minimum of one (1) hour. Custodial Employees may also be required to conduct building checks on the weekends or periods of vacation. Employees will be compensated at their regular rate of pay or at overtime pay, if applicable.

C. Bus Drivers Hours And Overtime

1. The total time of each bus route shall be established prior to the start of the school year by the Transportation Director. Any route changes thereafter will be approved by the superintendent.
 - A. A.M. Shift: The drivers will arrive 15 minutes before the start of their routes for the express purpose of performing their daily pre-trip inspection.
 - B. P.M. Shift: The drivers will arrive 15 minutes before the start of their routes for the express purpose to safely line up in front of the school before the children come out.

At the beginning of the year, the driver shall be given a revised yearly contract to sign which will have their yearly income divided by 26 pays which will be their bi-weekly salary, subject to required deductions or necessary adjustments due to overtime worked or dock days issued.

The driver's work day shall include cleaning and fueling the bus as needed. Down time shall be paid at the driver's regular hourly rate. Their morning and afternoon shifts will be completed when their routes are completed. If a bus driver's total time exceeds forty (40) hours, she/he shall be paid overtime. All overtime must be approved in advance of the work by the superintendent or his/her designee.

2. Extra trips shall be paid at the driver's current hourly rate or the overtime rate if applicable. A secondary route is a regular route that is run in addition to the bus driver's primary route. Extra trips shall be compensated for a minimum of

two (2) hours of pay. All non-driving time in excess of the two (2) hour minimum shall be paid at a rate of the current minimum wage. Extra trips shall run from pre-trip inspection, through student pick-up and drop-off, to the return to the bus barn. Extra trips shall be offered to bus drivers on a rotating basis and shall be on a voluntary basis. If there are no volunteers, the least senior bus driver may be assigned to an extra trip, unless such an assignment would require overtime pay. Subsequent situations will be assigned to the other drivers on a rotating basis starting with the next driver with the least seniority. No driver will be required to take another trip until the entire rotation has been exhausted. Both travel and down time shall be counted in determining compensation for extra trips.

3. If a trip canceled after a bus driver is scheduled for an extra trip, he/she shall be compensated for a minimum of one (1) hour of pay at his/her regular hourly rate, if the bus notification occurs less than twelve (12) hours prior to departure. If an activity is canceled due to inclement weather, he/she shall be compensated for a minimum of one (1) hour of pay at his/her regular hourly rate, if the notification is less than one and one-half (1 1/2) hours prior to departure.

6.5 In-Service Training

The administration will work to assign in-service training as needed in the areas of school safety, student discipline, and working with special needs students.

ARTICLE 7: WORKING CONDITIONS

7.1 Safe Working Conditions

- A. The Employer shall make every reasonable effort to continue to provide safe and sanitary conditions and equipment in the buildings and work areas. The Employees shall comply with safety, sanitary, and fire regulations established by the Employer and the Department of Labor.
- B. All school buses shall be equipped with communication equipment. Bus drivers will be allowed to carry a personal cell phone at their own expense on all routes for use in case of an emergency.
- C. The Employer shall provide each building or work area with first aid kits.

- D. The Employer shall voluntarily provide hepatitis B vaccine injections and follow-up examination for Employees at no cost to the Employee.
- E. The Employer will provide a mailbox for each employee in their building assignment.

7.2 Equipment and Materials

The Employer shall provide all protective devices and equipment as needed by the Employee and approved by the immediate supervisor to perform Employer-required duties without cost to the Employee.

7.3 Assistance For Control And Discipline Of Students

The Employer shall support and assist Employees with respect to the maintenance of control and discipline of students in the Employee's assigned work area. The Employer or its designated representative shall take reasonable steps to support the Employee with respect to students who are disruptive or who repeatedly violate rules and regulations. Employees may use such physical force with a student as is necessary to protect themselves, a fellow Employee, and any other non-bargaining unit Employee, teacher, an administrator, or another student from attack, physical abuse or injury, or to prevent damage to District property.

The foregoing shall not authorize Employees to use excessive force, or corporal punishment in violation of building, or Board policies, or a type of force or specific acts in violation of IEP's.

7.4 Reimbursement for Licenses and Permits

Any Employee who is required to obtain a license or permit to perform his/her job or position shall obtain and maintain the required license or permit. For the following job classifications: paraprofessionals/aides requiring state licensure maintenance, cooks and bus drivers, the Employee shall be reimbursed by the Employer unless the Employer directly pays for such license or permit. The Employer agrees to pay the full tuition fee, plus Employer approved expenses including the Employee's pay but excluding travel time, for any Employee directed by the Employer or required by the State to attend a workshop, inservice training, seminar, self-improvement course, or other job related professional growth activities specifically designed to provide on the job improvement.

ARTICLE 8: EMERGENCY SCHOOL CLOSING

8.1 Notification Procedure

When an emergency confronts the schools, notifications of the closing of schools will be released for broadcast on all appropriate radio stations as soon as possible. The Employer shall notify Employees scheduled for early arrival via a phone tree.

8.2 Leave Days

When the schools are officially closed by the Superintendent, no leave days previously arranged by an Employee will be deducted for such emergency days.

8.3 Inclement Weather

When the employer dismisses early due to inclement weather, or for reasons of excessive heat, employees may stay and work his/her regular hours. They will be allowed to leave their work site, 15 minutes after students are dismissed with their supervisor's approval, upon satisfactory completion of their duties, employees shall not suffer any loss of salary or benefits.

8.4 Bomb Threat Procedure

No Employee shall be required or asked to search for a bomb.

8.5 Act of God Days

In the event that Act of God/Emergency Days are granted by the State, employees will not suffer a loss in wages or benefits.

ARTICLE 9: LEAVES

9.1 Sick Leave

Each full-time Employee shall be permitted the following sick leave per year: nine (9) month Employees, thirteen (13) days; ten (10) month Employees, fourteen (14) days; eleven (11) month Employees, fifteen (15) days; and twelve (12) month Employees, sixteen (16) days. Sick leave shall continue to accumulate without any maximum. Sick leave shall be interpreted to mean personal illness or serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption. The immediate family for purposes of this Article shall include all persons designated as such by *The School Code*. An Employee may

also utilize his/her rights under the *Federal Family and Medical Leave Act of 1993* for sickness. The Board may require an Employee who is absent for three (3) consecutive days, or as otherwise necessary, to provide a physician's certificate substantiating the illness, and, further, may direct an Employee, at Board expense, to undergo a physical examination by a physician licensed to practice medicine in all its branches. The Employer shall furnish each Employee with a written statement monthly setting forth the total sick leave credit.

9.2 Personal Leave

Each full-time Employee shall be entitled to three (3) personal business leave days per school year, which may accumulate to three (3) days. Employees may request these days in half (1/2) or full day units. Employees shall give three (3) days advance notice prior to using such leave. Personal leave may not be used on the day immediately preceding or following a school holiday or vacation, except with the approval of the Superintendent or designee. Unused personal business leave days accumulated past three (3) will automatically transfer to sick leave days.

9.3 Bereavement Leave

A full-time Employee may take one (1) paid leave day annually for the purpose of a death in the non-immediate family (i.e., as defined in *The School Code*). Upon approval of the Superintendent, an Employee may be granted unpaid leave for bereavement

9.4 Court Leave

Any Employee called for jury duty or subpoenaed for any job/district related proceeding shall lose no pay or benefits for such time. Daily rates received for such duties shall be reimbursed to the District for those working days when the Employee is absent.

9.5 Sick Leave Bank

Each Employee may voluntarily contribute to a sick bank as defined in Appendix B of this Agreement. All days contributed by Employees represented by this Association, less days used by Employees represented by this Association, shall become the property of this sick bank. Any sick days not used by a retiree for retirement, up to five (5) days will become the property of this sick bank.

9.6 Unpaid Leaves of Absence

The Employer may grant any non-probationary Employee an unpaid leave of absence for child-care, elder care, military service or such other purposes and upon such terms and conditions as the Employer may determine.

9.7 Part-time Employees

Part-time Employees who are regularly scheduled to work and work less than five and one-half (5 ½) hours per day during the school year (excluding Employees who are called/scheduled only on an as needed basis) shall be eligible for paid leave on a pro-rata basis. Bus drivers who work less than the five and one-half (5 ½) hours per day will be considered full time if the Employee works a regularly scheduled full shift on a regular daily basis.

9.8 Temporary Illness or Temporary Incapacity

Temporary Illness or Temporary Incapacity- If illness, incapacity, or any other condition causes an employee to be absent in one school year, after exhaustion of all available leave (including sick leave bank), for more than 90 consecutive work days, such absence may be considered a permanent disability and the Board may begin the dismissal proceedings subject to State and federal law, including the Americans with Disabilities Act. The Superintendent may recommend this paragraph's use when circumstances strongly suggest that the employee returned to work intermittently in order to avoid this paragraph's application. This paragraph shall not be considered a limitation on the Board's Authority to take any action concerning an employee that is authorized by State and federal law.

ARTICLE 10: EMPLOYEE EVALUATION

10.1 Purpose Of Evaluation

The primary purpose of Employee evaluation shall be the improvement of employment skills. The immediate supervisor shall explain to each Employee under his/her supervision the evaluation procedures, standards, instruments and job descriptions to be used as well as who will observe and evaluate his/her performance.

10.2 Evaluation Procedure

Employees shall be evaluated on an annual basis. Within fifteen (15) school days after the first day, all new Employees will participate in an evaluation orientation (process and evaluation tool). Within fifteen (15) school days after the first student day, each Employee will receive notification who will be their evaluator. Any evaluations will be discussed in private with the Employee and shall be placed in the Employee's personnel file.

10.3 Employee's Right To Respond

Following the post-evaluation conference, the Employee shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the Employee's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation, only that they have been discussed. An Employee may submit additional comments to the written evaluation if he/she so desires within thirty (30) calendar days from receipt of the written evaluation. The Employee's comments are to be placed in the Employee's personnel file.

10.4 Other Provisions

- A. Official job descriptions for each position within the bargaining unit shall be maintained by the Superintendent and shall be available for inspection by Employees upon request. Any Employee who desires to have his/her job description reviewed and/or revised may initiate the process by submitting a written request to his/her immediate supervisor. Copies of all job descriptions and revisions thereto when made will be given to affected Employees and the Association President.
- B. An Employee shall have the right to examine his/her personnel file. Upon request, the Employer will reproduce one (1) copy of any materials in his/her personnel file.
- C. Each newly hired Employee will be given a copy of their job description before they begin working.

ARTICLE 11: PROBATION AND DISCIPLINE OR DISMISSAL

- 11.1 The probationary period for each Employee shall be the initial ninety (90) calendar days of employment. At the end of this period, the Employer, at its discretion, may extend the probationary period 30 days, terminate a

probationary Employee, which shall not be a grievable item, or upon satisfactory completion of a probationary period, continue the employment of the Employee.

- 11.2 The District may terminate a non-probationary Employee at any time with reasonable cause. The recommendation to discharge an Employee may be initiated by his or her immediate supervisor or the Superintendent; however, to ensure equitable treatment of all Employees, only the Board may actually terminate an Employee.
- 11.3 The Employer may use progressive discipline for performance-based employee issues. Progressive discipline forms to be determined by the Employer and/or it's designees.

ARTICLE 12: SENIORITY/LAYOFF/RECALL

12.1 Definition of Seniority

Seniority shall be defined as the length of full-time continuous service within the District as a member of the bargaining unit in one of the designated categories set forth in Section 12.4 below. Employees working less than thirty (30) hours a week will be posted as part-time employees and will receive fifty (50%) percent of full-time seniority. Employees working over thirty (30) hours will be posted as full-time and receive one hundred (100) percent of full-time seniority. Probationary bargaining unit members shall have no seniority until the successful completion of the probationary period, at which time their seniority shall revert to their first day of work. Accumulation of seniority shall begin from the Employee's first working day. Bus drivers will be considered full time if the Employee is regularly scheduled to work on a regular bus route on a daily basis.

12.2 Ties in Seniority

In the event that more than one individual Employee has the same starting date of work, position on the seniority list shall be determined by the first date of signing the employment contract. Ties shall then be broken based upon total service in the District (continuous and non-continuous).

12.3 Maintenance of Seniority Lists

The Board shall prepare, maintain and post the seniority list for all full-time non-probationary Employees. The initial seniority list shall be prepared and posted conspicuously in all buildings of the District within thirty (30) work days after the effective date of this Agreement with revisions and

updates prepared and posted each February 1 thereafter. Any Employee disagreeing with his/her seniority placement shall file an objection, in writing, to the Superintendent and the Association President within thirty (30) work days after the effective date of the posting. The objection shall specify any alleged errors. The Employee and the Association shall be prohibited thereafter from challenging the rankings until the posting of a seniority list in the following school year. A copy of the seniority list and subsequent revisions shall be furnished to the Association President.

12.4 Categories in the Bargaining Unit

For the purposes of this Agreement, all Employees shall be placed in one of the following classifications based on their current assignments:

- A. Secretary
- B. Custodian
- C. Aide (all student contact aides)
- D. Cook
- E. Cook Helper
- F. Dishwasher
- G. Maintenance
- H. Bus Driver/Custodian
- I. Mechanic
- J. Bus Driver
- K. Bus Aide
- L. Nurse

Any Employee involuntarily transferred to a different job category shall retain seniority in that previous category and begin to accrue seniority in the new category commencing on the first day of employment in the new category. Any Employee involuntarily transferred to a different job category shall retain the pay rate in the previous category or the new category pay rate at the same level of seniority whichever is higher commencing on the first day of employment of the new category.

12.5 Layoff Procedure

When, in its sole discretion, the Board deems it necessary to decrease the number of Employees, or to eliminate a particular type of support service for economic reasons, the Association shall be notified of such reductions in staff in advance of any final determinations. The Association shall be given an opportunity to discuss the proposed reductions and to present the views of the Association, but shall have no rights with respect to the Board's final decision on staff reduction. In no case shall a new Employee in a category be employed by the Employer while there are laid off Employees in the category, provided those Employees have recall rights

with the District. No Employee shall be laid off pursuant to a necessary reduction in the work force unless said Employee shall have received timely written notice in compliance with *The School Code* prior to the effective date of the layoff. In the event of a necessary reduction in work force, the Employer shall first lay off probationary Employees, then the least senior Employee(s) in the affected category(ies).

12.6 Recall Rights And Procedure

- A. Laid off Employees in a category shall be recalled in order of seniority, with the most senior being recalled first. Seniority shall be retained while on layoff for the time set forth in *The School Code*.
- B. The District is only required to recall laid off Employees to the category of their assignments in the District. Said recall is further subject to the Employee continuing to be qualified to serve in that position.
- C. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. It is the Employee's responsibility to keep the Employer notified as to his/her current mailing address. The recall notice shall state the time and date on which the Employee is to report back to work.
- D. A recalled Employee shall have five (5) days to accept the position from the date of receipt of notice by certified mail. Employees recalled to work are obligated to take said work. An Employee who declines recall to work shall forfeit his/her recall and seniority rights.

ARTICLE 13: VACANCIES AND TRANSFERS

13.1 Assignments

Employees shall not be assigned outside the scope of their category, except to the extent permitted by law or State Board of Education rule or regulation.

13.2 Notice of Assignments

All Employees shall be given notice of their assignments by July 1, prior to each school year. In the event the Employee's assignment is changed thereafter, the Employee shall be given notice of such change within a reasonable period of time. These changes will be considered involuntary assignments. Any changes in category, Employees will be provided appropriate training and or collaboration prior to starting their new assignment.

13.3 Vacancy Definitions

An Employee vacancy occurs whenever a current or newly-created position within the bargaining unit exists and is not filled from the present staff. A promotional position is defined as any administrative/supervisory position outside the bargaining unit or any extended work year position.

13.4 Vacancy Notice

The Superintendent or designee shall post notice of any Employee vacancy or promotional position in the lounge in each building, as well as the kitchen. All vacancies will be posted in each building for three (3) calendar days. If the position is not filled from within the bargaining unit by the end of those three (3) days then the position will be posted outside of the district posting places. Vacancies shall be filled from among the most qualified applicants, inside or outside the bargaining unit, in the following manner:

- a. If the two final applicants are present Employees and both are equally qualified, the most senior applicant will get the job.
- b. If the two final applicants are a present Employee and an applicant from outside the bargaining unit, and both are equally qualified, the present Employee will get the job. If the outside applicant is better qualified, she/he will get the job.

13.5 Summer Vacancy Notice

In the event a vacancy occurs during the summer recess, the Superintendent shall send notice of such vacancy to each Employee who has so requested in writing and provided self-addressed stamp envelopes. All vacancies may also be posted on the district website.

13.6 Involuntary Transfer

An involuntary transfer occurs when there is relocation of Employees due to pupil distribution, instruction requirements, or for other reasons, which will be put in writing and given to the association president prior to an involuntary transfer occurring. When it is necessary to involuntarily transfer or reassign Employees within a building or classification, to the extent possible, all volunteers shall first be considered. Involuntary transfers that result in relocating an Employee to another building or in reassigning an Employee that effects a change in his/her immediate supervision may be made as necessary. Further, any Employee affected by an involuntary transfer shall be notified immediately and shall be released by the Employer from his/her contract if he/she so requests, if a suitable replacement can be found.

ARTICLE 14: COMPENSATION AND RELATED PROVISIONS

14.1 Life Insurance

Each employee shall be provided group life insurance policy valued at \$60,000 over duration of the contract. Participation in such group term life insurance shall be subject to reasonable enrollment in other requirements of the insurance carrier.

14.2 Health Insurance/Dental

Each full-time Employee working 30 or more hours per week on a regular basis shall be offered the opportunity to participate in a group health insurance and major medical insurance policy provided by the Board of Education. Health insurance can be defined as medical, vision, dental, life, and/or disability. The employer shall pay the cost of the monthly premiums for the individual employee up to \$459.10. With any increase above \$459.10, the employer and the employee will split that increase 50/50.

Participation in such health and major medical insurance shall be subject to reasonable enrollment and other requirements of the insurance carrier. The employer shall reimburse the employee the difference between the current individual deductible per calendar year five hundred dollars (\$500) and the individual deductible per calendar year established in the district health plan. Payment will be provided by the employer upon proof of payment by the employee. Starting January 1, 2016, the employer shall no longer reimburse the employee for any portion of the individual deductible under \$1,500 per calendar year.

Employees hired on or before September 1, 2017 who are not eligible to participate in the group health insurance plan shall receive a monthly stipend of \$459.10. Any employee hired after September 1, 2017 and who does not work over 30 hours a week on a regular basis is not eligible for health insurance or the monthly stipend of \$459.10. Should an employee who participates in the Employer's insurance plan as of September 1, 2017 become ineligible to participate in the insurance program due to an involuntary reduction of hours, he/she will receive the monthly stipend of \$459.10.

Any mandated health insurance plan will supersede the above paragraph.

The Employer shall establish a benefit plan, as authorized and permitted by federal tax laws, which will allow Employees to pay for their health and life insurance, both single and dependent coverage, on a tax-free basis.

14.3 Physical Examination

The Board shall pay the cost of any required annual physical examination in excess of any amount which is not paid by the Employee's insurance carrier.

14.4 Mileage

If the Superintendent or designee requires an Employee to provide his/her own transportation in connection with such Employee's assignment, the Employee shall be reimbursed at the rate allowable by IRS at the beginning of each contract year, excluding mileage to and from the Employee's home.

14.5 Pay Periods/Pay Dates

Support Staff Employees shall be paid on alternate Fridays. Employees are responsible for utilizing electronic time clocks and turning them into the immediate supervisor each week. If a pay date falls on a holiday or during a school vacation, then Employees shall receive their pay on the last regular scheduled business day, prior to the commencement of such holiday or vacation. All employees will be required to provide financial information in order for the district to facilitate direct deposit of payroll checks. If an employee declares that this creates a hardship, they will have to maintain on file in the Superintendent's office a request to continue to receive their check in paper form. In order to realign the schedule of biweekly payments so that the first check of a new contract year is not issued before the contract year begins for the 2010-11 contract year.

14.6 Wage Schedule

The wage schedule shall be as set forth in Appendix A which is attached to and incorporated in this Agreement. The parties agree to update Appendix A as changes in personnel occur.

14.7 Temporary Duties

Any Employee who temporarily assumes the duties of another Employee will be paid the entry level pay on the wage placement schedule rate for those duties or his/her own rate, whichever is greater.

14.8 Outside Employment

An Employee may not hold outside jobs (or self-employment) which interfere with the performance of his/her regular duties for the Board.

ARTICLE 15: RETIREMENT ENHANCEMENTS

15.1 Health Insurance

The Employer shall permit any retiring Employee, who meets IMRF retirement qualifications, to remain on the District's hospital-surgical-major medical insurance coverage for themselves and their dependents, until they are enrolled in Title XVIII of the Social Security Act of 1935, at which time an Employee, if eligible, could convert to a Medicare supplement. The Employee must reimburse the Employer for the cost of the medical insurance. Premiums must be paid prior to the first day of each month. If an Employee is delinquent in his/her payment, the Employer will notify the Employee and the RSEA president the day after the due date to remind the Employee to pay the premium. If the Employee is delinquent twice in a twelve month period, other than extenuating circumstances accepted by the Employer, the Employee will be dropped from the program.

15.2 IMRF ERI (for those enrolled in IMRF prior to July 1, 2010)

- Your employer must adopt the program.
- You must be participating in IMRF on the effective date of your employer's ERI program. You would still be considered participating in IMRF if you are:
 - on layoff status with right of re-employment,
 - on IMRF Benefit Protection Leave of Absence, or
 - receiving IMRF disability benefits for less than two years.
- You must be at least age 50 and have at least 20 years of service credit by your date of retirement.
 - The 20 years of service credit can include reciprocal service
 - The 20 years of service credit can include service with another IMRF employer
 - Unused, unpaid sick leave cannot be used to meet the 20-year service requirement
 - Your date of retirement must be no later than 12 months from your employer's ERI program effective date.
 - You cannot have previously received a pension using IMRF service credit.

ARTICLE 16: VACATIONS

16.1 Entitlement/Scheduling

After a year of continuous employment, a twelve (12) month Employee shall be eligible for a vacation. Requests for vacation dates shall be submitted to the Employee's immediate supervisor and must be approved by the Superintendent or designee. Every effort shall be made to meet the desires of the Employee and the needs of the school system in establishing vacation dates. The Superintendent shall keep a record of vacations earned and the dates taken. Only one employee in each category may take vacation at the same time. The superintendent may, at his discretion, approve additional employees for vacation at the same time if work scheduling demands allow such an approval. Where more than one Employee requests the same vacation date(s) and work scheduling demands reasonably prohibit all requesting Employees from being absent at the requested times, the Employee who first made application for the date shall be granted his/her preferred vacation date(s). In the case of a tie on the date of the vacation application, the Employee having the greatest seniority shall be granted his/her preferred time(s).

16.2 Accumulated Vacation Days and Allotment

Vacation time will be on the basis of a fiscal year and the number of complete fiscal quarter years worked. The vacation shall be $\frac{1}{4}$ of the period indicated below per quarter. Vacation days should be used in the fiscal year earned. After a year of continuous employment, twelve (12) month Employees shall be eligible for a vacation on the following basis:

- After one (1) year continuous employment – Ten (10) working days
- After five (5) years continuous employment – Fifteen (15) working days
- After fifteen (15) years continuous employment – Twenty (20) working days

Vacation time will be determined for all eligible Employees on July 1. If an Employee starts work after July 1, vacation time will be prorated on the first July 1 after commencing employment. If the Employee started work after July 1, but prior to January 1, the Employee will move to the next level of vacation time as of the first of July. If the Employee started after January 1, the Employee will have to wait until the second July 1 to move to the next level of vacation time. For example, an Employee who started September 1 will receive three-fourths ($\frac{3}{4}$) of five (5) days allotment after the first July 1 of employment, but will then be treated as having

completed one (1) year and will receive ten (10) days the second July 1. An Employee terminating his/her employment shall be entitled to remuneration for the amount of vacation earned to the date of termination, provided the Employee is terminated by the action of the Board or by a two (2) weeks notice in writing by the Employee.

16.3 Usage

If the denial of a vacation request causes the Employee to lose vacation days, the Employee will be paid in lieu of the lost vacation days. Alternatively, the Superintendent and an Employee can mutually agree to carryover vacation days. Subject to the provisions of Section 16.2, Employees may take a continuous vacation of at least one (1) week during each fiscal year.

ARTICLE 17: WITNESSETH

ASSOCIATION

BOARD OF EDUCATION

By: Mike Keener
President

By: Scott Lake
President

By: Amy Hatch
Secretary

By: Amber Fleming
Secretary

DATE

APPENDIX A
2022-2025 WAGE SCHEDULES

** Custodians working after 4:00 pm, pay rate increased by \$.50 per hour.

** Head Cooks pay rate increased by \$.50 per hour.

** Teachers Aides with certification pay rate increased by \$.50 per hour.

2022-2023: All current employees whose 2021-2022 hourly rate is at or below \$14.00/hour shall receive a 15% increase for 2022-2023. All current employees whose 2021-2022 hourly rate is above \$14.00 shall receive a 5% increase for 2022-2023.

2023-2024: For 2023-2024, all current employees shall receive a 5% increase over the 2022-2023 school year.

2024-2025: For 2024-2025, all current employees shall receive a 3.5% increase over the 2023-2024 school year.

Any employee whose salary would be below the starting salary shall be increased to the starting salary.

NEW HIRE SUPPORT SCALE

Position	2022-2023	2023-2024	2024-2025
Custodian	\$ 14.00	\$ 14.25	\$ 15.00
Aide	\$ 14.00	\$ 14.25	\$ 15.00
Cook	\$ 14.00	\$ 14.25	\$ 15.00
Dishwasher	\$ 14.00	\$ 14.25	\$ 15.00
Secretary	\$ 14.00	\$ 14.25	\$ 15.00
Maintenance	\$ 15.75	\$ 16.00	\$ 16.25
Mechanic	\$ 22.75	\$ 23.00	\$ 23.25
Bus Driver	\$ 21.25	\$ 21.50	\$ 21.75
Bus Aide	\$ 14.00	\$ 14.25	\$ 15.00
Cook Helper	\$ 14.00	\$ 14.25	\$ 15.00
Nurse	\$ 17.10	\$ 17.35	\$ 17.60
Position	2022-2023	2023-2024	2024-2025

APPENDIX B
R.O.W.V.A. SCHOOL DISTRICT #208 SICK DAY BANK

1. Participation: Voluntary
2. Contribution: Each member contributes two (2) days when first employed prior to September 1, of the year of first employment. Members who do not elect to join at that time, may join at the beginning of each school year prior to September 1. When a member leaves or retires, the two (2) total days the member contributed will then be taken with them, and the employers days are deleted from the bank. Those days may be replaced by a new member joining the bank. The employer will contribute days equal to the total number contributed by the members.
3. Minimum Days In Bank: Bank shall have one (1) times the number of enrolled members.
4. Replenishment Of Bank: One (1) times the number of members in the program. The days in the bank may be replenished as necessary. When replenishment needs to occur, each member will contribute one (1) day and the Employer will contribute one (1) day unless a member notifies the employer that the member wishes to be a non-participant in the bank. A member who does not have any accumulated sick leave days at the time of the automatic assessment may delay their one day donation to the bank until the beginning of the next school year, when the member will earn additional sick leave days and will remain members at the time.
5. Use of Days From Bank: Days from the bank cannot be used until the member's sick days and personal days have been exhausted. Credit from the sick bank will be given after request has been approved by the administering agent.

6. Administration Of Sick Bank: Administration of the sick bank approval of credit shall be vested in a committee of six (6) members as follows:
- a. Three (3) members (2 REA and 1 RSEA) made up of members of the employees. REA members and RSEA members shall be appointed by their respective union presidents.
 - b. Three (3) members of the administration and/or the Board of Education.
7. Qualifications For Use of Sick Bank:
- a. Member must have used all accumulated sick leave and personal days normally allowed.
 - b. The attending physician certifies proof of needed leave.
 - c. Use of the leave is limited to the illness of the member and does not extend to family members.
 - d. Once declared eligible, by a majority vote of the committee members, the member may receive sick leave from the bank in the following manner:
 - (1) Fifteen (15) days
 - (2). Three (3) days without pay (may be waived by a majority vote of the committee)
 - (3.) Fifteen (15) more days from the bank
 - (4). Member may reapply for additional days after three (3) days without pay have passed. The three (3) days without pay may be waived by a majority vote of the committee.