CONTRACTUAL AGREEMENT

between the

BOARD OF EDUCATION HOMER COMMUNITY CONSOLIDATED SCHOOL DISTRICT 33-C

and the

HOMER DISTRICT 33-C SUPPORT STAFF COUNCIL OF THE AMERICAN FEDERATION OF TEACHERS LOCAL 604

2025-2028 Contract

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ARTICLE I RECOGNITION, SCOPE & JURISDICTION

1.1 Agreement and Recognition

- A. This Agreement is made between the Board of Education of Homer Community Consolidated School District 33-C, Will County, Illinois, hereinafter referred to as the "Board" and the Homer District No. 33-C Support Staff Council of the American Federation of Teachers, Local 604.
- B. The Board recognizes the Union as the sole and exclusive bargaining agent for all full-time and part-time aides, including but not limited to reading, clerical, transportation clerical, nurse, library, media center/classroom volunteer coordinator and paraprofessionals; custodial and maintenance personnel, including HVAC Technician and Utility Mechanic/Grounds Worker; secretaries; registration and enrollment specialist; nurses. Excluded are the Administrative Assistant to the Superintendent/Recording Secretary to the Board of Education; Certified School Nurse; Business Department Secretary and all supervisory managerial, confidential or short-term employees as defined by the Illinois Educational Labor Relations Act. Employees within the bargaining unit defined in this section shall be hereinafter referred to as "employees."

1.2 Scope

- A. The appendices hereof are integral parts of this Agreement and by this reference are incorporated herein.
- B. This Agreement shall terminate and supersede any and all prior Agreements and practices, rules or regulations and Board policy only to the extent that they are inconsistent with the express provisions of this Agreement.
- C. The parties understand and agree that in making this Contract, they have resolved for its term all bargaining issues, which were, or which could have been made the subject of discussion.
- D. This Contract represents the entire Agreement of the parties and shall not be modified during its term except by written amendment with the mutual consent of both parties.
- E. This Agreement's provisions shall benefit and be obligatory upon the parties hereto, the administration and the employees in the bargaining unit employed by the Board during the term of this Agreement.

1.3 Fair Practice

- A. The Board and/or its designee and Union shall continue their policies of equal employment or membership of all employees regardless of race, color, creed, age, national origin, sex, handicapping conditions, marital status, membership or lack of membership in the employees' organizations. The employee shall have the right to join or not to join the Union without restraint.
- B. The Board and/or its designee and the Union shall administer all their policies uniformly and fairly.
- C. Both parties to this Agreement believe that the services of the employees are essential to the success of the educational program of the district. Therefore, all employees shall be dealt with in a professional and ethical manner. In addition, it is recognized that a congenial and cooperative atmosphere is necessary for maximum productivity.
- D. The provisions of Section 1.3 (A)-(C) are not subject to the grievance procedure found in Article IV of this Agreement.

1.4 Integrity of the Bargaining Unit

It is the policy of the District to make every reasonable effort to utilize its employees to perform work they are qualified to do, and to that end, the District will avoid, insofar as is practicable, the subcontracting of work performed by employees in the bargaining unit. Employees shall perform the work that has been traditionally and historically the work of employees in the District, subject to any existing District practices to utilize individuals outside the bargaining unit in the performance of such work. The District shall comply with Section 10-22.34c of the School Code (105 ILSC 5/10-22.34c) with respect to subcontracting for non-traditional services currently performed by bargaining unit members. It shall not constitute a violation of this provision, in emergencies or when insufficient staff are available, for the District's Director of Buildings and Grounds to assist with snow plowing.

ARTICLE II UNION-BOARD RELATIONS

2.1 Union Right to meet with Superintendent

The Superintendent or designee shall meet once a month or at mutually agreeable times with co-presidents and/or vice presidents of the Union to discuss matters relating to the implementation of this Agreement.

2.2 Union Right to meet with Principals

The Principal of each school shall meet once a month or at mutually agreeable times, but no less than once per quarter, with the Union Building Representative to discuss school operations and/or matters relating to the implementation of this Agreement.

2.3 Employment Notification

The Human Resources Department shall notify the President and Treasurer within five (5) working days of the hiring of any employee covered by this agreement. The new employee's name, address, work phone number, home and cell phone numbers, work and personal email addresses, hourly rate, building assignment, date of hire, and job title shall be provided through email.

2.4 Board Meeting and Information

The Union will be furnished a complete copy of the agenda for every Board meeting when available for distribution. A copy of the approved Board minutes shall be sent to the Union President(s). The Union President(s) or such person as shall be duly appointed by the Union President(s) shall be placed on the agenda of Board meetings as an avenue of communication to be used whenever the Union deems it necessary.

The Board and the Union shall make available to each other, upon request, any and all information, statistics, and records of an employee which may be relevant to negotiations or necessary for the proper enforcement of the terms of this Agreement.

2.5 Use of School Equipment and Facilities

- A. The Union shall have the reasonable use of photocopy machines, computers, telephones and communication systems, including email and bulletin boards, for the conduct of its business as long as there is no interference with the normal operation of the school, does not occur during Employee work hours, and complies with the district's acceptable technology use policy.
- B. Upon request made to and approval by the Principal, and provided that it does not interfere with the educational program, the Union shall be permitted the use of a school building room for the purpose of holding meetings.

2.6 Reservation of Rights and Savings Provisions

- A. In making this contract, the Board, on its own behalf and on behalf of the electors of the District, retains and reserves all duties, responsibilities, powers and authority conferred upon and vested in it by the statutes and laws of the state of Illinois, including, but not limited to, the following rights:
 - 1. To adopt and enforce all necessary rules for the management and government of the public school of this District;
 - 2. To plan, establish, and direct district operations to meet the educational needs of the District as determined by the Board and to determine the means and personnel by which such operations are to be conducted;
 - 3. To hire, appoint, transfer, assign and retain employees in positions within the District and to suspend and discharge employees;
 - 4. To determine and evaluate the qualifications of employees and to establish, define, and control job content and classification.
 - And to retain all other rights and legal powers not enumerated above, subject only to the express restrictions on the exercise of the aforesaid rights; if any, as are specifically provided in this Agreement.
- B. If any provisions of this Agreement are declared illegal by a court of competent jurisdiction or shall adversely affect the payment of state or federal funds to the District or the recognition of accreditation of the District by the state of Illinois, then that provision shall be unenforceable while all other provisions of this Agreement shall continue in effect.

2.7 Union Presentation/Information to Union

The Union will be permitted one (1) hour during the institute days prior to the first student attendance day to meet with or present to union members. The Board shall furnish the President of the Union a list of new hires prior to the first institute day. The listing shall include name, position, and building assignment. For employees hired after the start of the school year, the Council President or designee will be allowed up to one (1) hour during non-student contact time to meet with said newly hired employees, subject to supervisor approval.

ARTICLE III

EMPLOYEE RIGHTS

3.1 Personnel Files

- A. All confidential and non-confidential materials, with the exception of medical records, pertaining to the employees shall be kept in one personnel file in the District's central administrative office. There shall be only one personnel file kept for each employee. All documents, communications and records dealing with the processing of a grievance under this Agreement shall be kept in a separate file.
- B. Upon written request, and pursuant to the Personnel Records Review Act, an employee shall have the right to review and have reproduced all materials in his/her District office personnel file, with the exception of confidential material, which consists of letters of recommendation used by the employee to secure a position. Such review shall take place under the supervision of the Superintendent or designee. Reproduction of non-confidential materials will be made only by District 33-C. A nominal fee of \$0.35 per page may be charged for this service.
- C. Each employee shall have the right to insert material relevant to his/her service in the District and add statements as to his/her qualifications as an employee. The employee shall affix his/her signature to any insertions made by him/her under this provision. Such materials will be placed in the personnel file with the understanding that the insertion thereof in the file does not indicate agreement with content by the Administration or the Board.
- D. No performance evaluations, complaints against the employee, written disciplinary actions or documents of a similar nature shall be placed in the file unless the employee receives a copy of said material and notification that said material is being placed in the file. The employee shall acknowledge that he has read said material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signified that he/she read the material to be filed but does not indicate agreement with its content. An employee shall have the right to answer such material, and his/her answer shall be attached to the corresponding file material. An employee's refusal or failure to sign the documents shall not constitute grounds for removal of the documents from the personnel file.
- E. An employer shall review a personnel file before releasing information to a third party and, except when the release is ordered to a party in a legal action or arbitration, delete disciplinary reports, letters of reprimand, or other records of disciplinary action which are more than four (4) years old. The deleted information shall remain part of the personnel file.

3.2 Vacancies

A. Vacancy Defined

For purposes of this Article, a vacancy is defined as any position which has been newly created or which becomes available because the employee holding that position has left the employment of the District, has left the bargaining unit, or remains available after all transfers have been complete. The Board reserves its right to determine whether a vacancy exists that requires filling.

B. Posting of Vacancies

The District Office shall make available a listing of all vacancies that exist in the District as they occur. Such notification shall be made known through a district wide email. Notices shall also be sent to the Union President. Vacancies will be posted internally and externally simultaneously and held open for at least five (5) school days, except that the Board may fill any vacancy temporarily when in the best interest of educational programming or services offered by the District, or as emergency dictates. If a vacancy occurs after July 1 and before re-opening in the fall, notification of the vacancy will be sent immediately to the Union President and all employees via a district wide email.

This process may not apply if a second vacancy occurs after filling the initial vacancy internally.

All internal applicants will receive notification that the application has been received, and notice once the position has been filled.

The District's failure to notify internal applicants that a position has been filled shall not adversely impact, or otherwise affect, the District's employment of an individual hired for that position.

3.3. Transfers

A. Voluntary Transfers

An employee requesting a transfer in order to fill an existing vacancy in his/her existing position shall make his/her request known in writing each year to the Building Principal, Human Resources Director, and Superintendent by completing the required online internal application process. Any employee desiring to fill a position different from his/her current position shall be required to complete the application process required of external applicants. These requests may be submitted at any time a vacancy occurs. All internal candidates will be reviewed by the hiring administrator and acknowledgement of their application will be sent electronically.

B. Involuntary Transfers

In the event an involuntary transfer becomes necessary, the Superintendent or his designee will hold a meeting with the affected employee for the specific purpose of discussing the rationale for such transfer, prior to the implementation of the transfer. Student needs, job responsibilities, job performance, building needs - shall be considered for all involuntary transfers. When all factors are considered equal as determined by the District, seniority may be considered as a tie breaker in determining the transfer at the sole discretion of the superintendent or his/her designee.

An employee may submit a written notification to the Superintendent and the principals of both affected buildings indicating that he/she would like to be considered for a transfer back to the position/building that was held prior to the involuntary transfer.

The employee involved in the involuntary transfer shall have the right of Union representation at all meetings provided for in this provision.

Whenever possible, any employee who is involved in the involuntary transfer whose start and end times will be changed will be given a five (5) day notice before the transfer is put into effect.

3.4 Seniority

Seniority shall be per fiscal year July 1 – June 30 and defined as the length of consecutive service in the District within the respective category of bargaining unit position and shall accumulate from the date of original hire in that respective category. The original date of hire shall be deemed to be either the first day worked in that category or the Board's employment approval date, whichever occurs first. In the event of any ties, in seniority, then the total duration of an employee's continuous consecutive years of service in the District, regardless of category of position, shall be used to determine seniority ranking. If a tie still exists, then total years of non-consecutive service in the District shall be used as the deciding seniority factor. If a tie still remains, then seniority will be determined by lot.

In the initial year of employment, any employee whose start date is prior to November 1 shall earn one (1) full year of seniority credit. Any full-time employee hired after November 1 but before January 1 will earn one-half year seniority credit; the employee will have no recall rights for that year. An employee whose initial start date is January 1 or later shall not earn seniority credit for that year. Full-time employees shall earn one (1) year of seniority credit for each year worked in the District. Part-time employees shall earn seniority credit equivalent to their ratio to full-time for each full year worked (e.g., .50 FTE earns ½ year seniority). An employee does not accrue seniority while on an unpaid leave of absence (excluding FMLA leave for eligible employees) or while on recall.

The District shall maintain a seniority list for all employees, categorized by positions. Annually, but no later than, five (5) working days prior to February 1, the District shall post a seniority list for employees and provide a copy to the Union President. Employees shall be afforded at least five (5) work days to submit proposed corrections to the seniority list to the Superintendent or designee; no further correction to the list shall be made until the following year. Final copies of the seniority list shall be posted by each February 1 with a copy provided to the Union.

3.5 Reduction-in-Force and Recall

A. Reduction-In-Force and recall shall be in accordance with School Code of the State of Illinois, 105 ILCS 5/10-23.5 and the following guidelines:

If the Board has any vacancies for the following school term or within one calendar year from the beginning of the following school term, the positions there by becoming available within the specific category of positions shall be tendered first to the employees so removed or dismissed from that specific category of position, then to employees from other categories of positions, provided they are qualified for the position subject to recall. The employee shall maintain any rights accrued during his or her service with the District.

- B. Employees subject to a Reduction-In-Force and who are recalled within one year of the date of the Reduction-In-Force will have no break in service or seniority and shall be eligible to participate in the insurance premium offerings available to them as of their last day of work prior to the Reduction-In-Force.
- C. An employee subject to a Reduction-In-Force shall have their sick days reported to IMRF. In the event they are recalled, they shall be allowed to have those sick days returned from IMF for use at the District.
- D. If an employee is recalled to a full-time position for which he/she is qualified, and he/she refuses the offer, his/her recall rights shall be extinguished.
- E. For Reductions-In-Force effective at the end of a school year, the District will make every effort to notify affected employees by the regular April Board meeting. Nothing in this Section shall be construed as a waiver of the District's right to act on a Reduction-In-Force at any time during the school year provided the statutorily required notice is provided to affected employees.

3.6 Discipline and Discharge

- A. The Board agrees with the tenets of progressive and corrective discipline. Disciplinary action may be imposed upon an Employee for just cause as deemed appropriate by the Administration. Disciplinary action or measures may include, but not necessarily be limited to the following:
 - Oral reprimand/Verbal Warning

- Written Reprimand/Letter of Direction
- Suspension without pay (notice to be given in writing)
- Discharge/Nonrenewal/Termination (notice to be given in writing)

The Board retains the right to impose the level of discipline it deems appropriate in light of the conduct at issue, and may skip steps in the progressive discipline process when, in the Board's discretion, more serious disciplinary action is warranted.

B. Pre-Disciplinary Meeting

Employees will receive written notification of the meeting prior to any predisciplinary meeting. Prior to disciplinary action being taken against an employee, the Administration shall meet with the employee and inform him/her of the reasons for any contemplated disciplinary action. The employee shall be given the opportunity to present the employee's side of the incident and to rebut any testimony. The employee may have Union representation or any other representation as provided for in the Weingarten Rights.

3.7 Liability Protection

The Board will, in accordance with Section 10-20.20 of the Illinois School Code (105 ILCS 5/10-20.20), indemnify and protect employees claims and suits, including defense thereof, when damages are sought for negligent or wrongful acts allegedly committed during the scope of employment or under the direction of the Board.

ARTICLE IV

GRIEVANCE

4.1 Definition

A grievance shall mean a complaint that there has been alleged violation, misinterpretation or misapplication of any express provision of this Agreement.

4.2 Basic Principles

- A. Every employee covered by this Agreement or the Union shall have the right to present grievances in accordance with these procedures, with or without Union representation. Nothing contained in this Article or elsewhere in this Agreement shall be construed to prevent any individual employee from discussing a problem with the Administration and having it adjusted without intervention or representation of Union representatives.
- B. An employee who participates in these grievance procedures shall not be subjected to reprisal because of said participation by the Board, Administration, or Union.
- C. The failure of an employee or the Union to act on any grievance as herein provided within the prescribed time and limits will act as a bar to any further appeal, and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. All time limits set forth herein, including the time limit to file the initial grievance, may be extended by mutual written agreement by the Union Co-President(s) and the Superintendent, or their designee.
- D. The Union or the aggrieved employee has the right to withdraw from any grievance.
- E. Any employee has a right to be represented in the grievance procedure by the Union if requested by the employee. The employee shall be present at any grievance discussion when the administration and/or the Union deem it necessary. When the presence of an employee or administrator at a grievance hearing is requested by either party, illness or other incapacity of the employee or administrator shall be grounds for any necessary extension of grievance procedure time limits. If the Union is not the grievant, the Union shall have the right to participate at all formal steps of the grievance procedure.
- F. Hearings and conferences under this procedure shall be conducted at a time and place which will afford a reasonable opportunity for all persons, including witnesses entitled to be present, to attend and will be held insofar as possible, after regular school hours, or during non-work time of personnel involved. When such hearings and conferences are held, at the option of the Administration, during school hours all employees whose presence is required shall be excused, with pay, for that purpose.

G. It is agreed that any investigation or other handling or processing of any grievance by the grieving employee or employee Union representatives shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the employee.

4.3 Procedures

- A. Step One. An attempt shall be made to resolve any grievance in informal, verbal discussion between complainants and the person or persons against whom the grievance is made. The Union building representative may be present if desired by either side.
- Step Two. If the grievance cannot be resolved informally, the aggrieved employee В. or Union shall file the grievance in writing with the building principal and at a mutually agreeable time, within ten (10) business (days when the administration office is open) days of submission of the grievance, to discuss the matter with him/her. The written grievance shall state the nature of the grievance, shall state the specific clause or clauses of the agreement allegedly violated, the date of the agreement violation, the remedy requested, and shall furnish all of the information requested and be reduced to writing on the Grievance Form. The filing of the grievance at the second step shall be made within ten (10) business days after the date of the occurrence of the event giving rise to the grievance or within ten (10) business days of when such occurrence should reasonably have become known. Present at any meetings at this step shall be: the aggrieved employee, the building principal, and the Union building representative if so desired. The principal shall make a decision on the grievance and communicate it in writing to the employee, the Union building representative or officer, and the Superintendent within ten (10) business days after the meeting to discuss the grievance.
- C. Step Three. In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved employee or Union shall file with the Superintendent within ten (10) business days after receipt of the principal's written decision or answer at the second step, a copy of the original written grievance and principal's decision, along with a completed copy of the Grievance Form for Step Three. Within ten (10) business days after such written grievance is filed, the aggrieved, Union representation of the aggrieved if desired, and the Superintendent shall meet to resolve the grievance. The Superintendent shall file an answer within the (10) business days after the third step grievance meeting and communicate it in writing to the employee, the principal and to the Union.

D. Step Four. Binding Arbitration

 If the grievance has not been satisfactorily resolved at Step Four, the Union may request binding arbitration of the grievance by filing a letter with the Board specifying this intent along with a completed copy of the Grievance Form found in Appendix C of this Agreement within ten (10) business days after the receipt of the Board decision at Step Four of the grievance procedure or from the time the Board's decision is required (if no disposition has been made), whichever event first occurs.

- 2. If the Board and Union cannot agree on an arbitrator within ten (10) business days after the demand for arbitration has been made, the American Arbitration Association will be requested to provide a panel of arbitrators, for the selection of an arbitrator by the parties in accordance with its rules.
- 3. The arbitrator shall set a time and place for the hearing, subject to the availability of the Board and Union representatives and witnesses. Expenses for the arbitrator's services shall be borne equally by the Board and the Union. If a stenographic record is requested by one of the parties, the party requesting the record shall pay for the attendance of the stenographer, unless both parties request a copy of the record, and in such a case, the total cost of the attendance of the stenographer and the transcription of the record shall be shared equally by the parties. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.
- 4. The arbitrator, in his opinion, shall not amend, modify, nullify, ignore or add to the express provisions of this Agreement. His authority shall be strictly limited to deciding only grievances as herein defined that have been processed in compliance with all provisions of the grievance procedure, and the issue or issues presented to him or her in writing by the Board and Union relating thereto. His/Her decision must be assessed solely upon his interpretation of the meaning or application of the express relevant language of this Agreement as applied to the facts of the grievance presented.
- 5. The award of the arbitrator shall be accompanied by a written opinion setting forth findings of fact, reasoning and conclusions to support the award. The opinion shall not contain gratuitous advice or comments not related or necessary to the determination of the facts and issues.
- 6. In the event a case of issue is appealed to an arbitrator and he/she finds that he/she has no authority to rule on said case or issue the matter shall be referred back to the parties without decision or recommendation on the merits of the case or issue.
- 7. The arbitrator shall make his/her best effort to issue his/her decision in writing to the Board and Union thirty (30) business days after the closing of the record hearing.
- 8. The parties shall furnish each other the name, business address and telephone number of the attorney or chief advocate who will present the case on their

behalf before the arbitrator as soon as possible and not later than five (5) business days before the scheduled hearing before the arbitrator.

ARTICLE V WORKING CONDITIONS

5.1 Employee Assignments/Resignations

All Employees shall be advised of tentative assignments, which shall include the building, grade level, daily start and end times, and the first day of attendance for the upcoming year by the last day of each school year. For planning purposes, employees are encouraged to provide two weeks' notice of any intent to resign from their position.

5.2 Job Descriptions

All employee job descriptions will be available online through the District's website. All new employees will receive a written copy of their job description and information on how to access this Agreement electronically upon hiring.

5.3 Evaluations

A. Probationary Period

All new employees shall serve an initial ninety (90) calendar day probationary period. Employees may be disciplined or terminated prior to completion of their probationary period without just cause, and such discipline and/or termination shall not be subject to the grievance procedure. Midway through the probationary period, a probationary employee shall have a minimum of one meeting with his/her immediate supervisor to discuss any deficiencies and/or strengths. Upon successful completion of the probationary period, employees shall be subject to just cause discipline and dismissal standard, and subject to the grievance procedure.

B. Guidelines

All Employees will be evaluated annually during the first two full years of employment. After the first two years of employment, employees will be evaluated every other school year. If a supervisor has observed concerns regarding employees in the off year of their two-year cycle, the supervisor may evaluate the employee anytime during the off year of the evaluation cycle. During an employee's final year of employment with the District, the Administration may, in its discretion, waive the annual evaluation for such employees. Any input from staff other than the evaluator may be considered and shared with the employee. All Employees will be evaluated annually by May 15. Supervisors will notify employees in writing who their evaluator is within forty-five (45) school days of the start of each year. A meeting will be held between the employee and the supervisor to discuss the evaluation results. The employee shall sign the evaluation indicating that the

meeting was held. This signature does not necessarily indicate agreement with the evaluation. The employee may write a rebuttal to the evaluation, and it shall be attached to the evaluation summary in the personnel file.

All evaluations will be completed utilizing an evaluation tool which may include considerations of the employee's work quality, promptness, attendance, reliability, conduct, judgement and cooperation. The District may seek input from the collective bargaining unit in creating the evaluation tool and final job descriptions.

The Board retains final discretion of the job descriptions and the substantive components of the evaluation instrument. All evaluations will be completed on this evaluation instrument.

5.4 Work Schedule/Year

Employees shall work the hours and days as shown in Appendix B.

The work day for Paraprofessionals, Instructional Aides and Music Aides is as follows:

Regular Day: 7-hour work day

5-Hour Day: 5-hour and 45 minute work day Half Day: 3-hour and 45 minute work day

All paraprofessionals and instructional aides shall work all four (4) full institute days. Paraprofessionals and instructional aides will be provided time to be determined by the District on these institute days for District designated trainings.

All twelve (12) month employees will have access to their updated calendar, position, assignment and paid time-off through the District's digital employee information systems on or before the first payroll after July 1 of the new fiscal year.

All other employees will have access to their calendar, position, and assignment through the District's digital employee information systems by August 15 of each year of the contract. Non-twelve month employees will have access to updated paid time-off information through the District's digital employee information systems by September 15 of each year of the contract.

5.5 Curriculum Nights

A maximum of three secretaries or clerical aides per building shall be required to attend each Curriculum Night at the direction of the principal of the building to which they are regularly assigned. The building secretary will be required to attend Curriculum Night. If a principal deems it necessary to have a clerical aide(s) attend, it will be offered on a voluntary basis based on seniority. If no clerical aide(s) volunteers, the principal will assign the duties. Any clerical aides required to attend Curriculum Night will be notified prior to the end of the school year for the upcoming year.

5.6 Summer Hours

A. Building Secretaries/Registrars

Seven (7) building secretaries will work the equivalent of eleven (11) additional seven-hour days which will include a thirty (30) minute paid duty-free lunch period. The summer schedule will be collaboratively developed annually by February 15 of each school year by a committee consisting of one administrator, one union president and one building secretary who will be selected by the Union. The District retains final discretion over the summer schedule. The summer schedule will not include any days during the week of the Fourth of July.

Summer hours will be assigned to the following:

- Each elementary building secretary for a total of 5
- One middle school secretary (head secretary)
- One junior high secretary, initially selected on a volunteer basis. If there are no volunteers, the District shall assign the duties to a junior high secretary.
- Requests by employees as well as district needs will be equally considered in the assigning and/or reassigning of these duties. The District retains final discretion with respect to job assignments.

Secretaries will be provided the necessary training to register students.

Notary expenses will be paid by the District.

B. Full Time Custodians and Maintenance and Mechanic Employees

Employees working ten (10) hour shifts shall receive a paid fifteen (15) minute break in the morning and a paid fifteen (15) minute break in the afternoon. Break times shall be determined by the District.

Employees shall receive a paid thirty (30) minute duty free lunch. The lunch break shall be scheduled by the District and shall include travel time.

Employees who work ten (10) hour shifts shall work Monday through Thursday.,

C. Part-Time Custodians and Maintenance and Mechanic Employees

Part-time custodians shall have the option to work four (4) day, ten (10) hour shifts Monday through Thursday. Those part-time custodians who elect to work four (4) day, ten (10) hour shifts shall receive a paid fifteen (15) minute break in the morning and a paid fifteen (15) minute break in the afternoon and a paid thirty (30) minute duty free lunch. The lunch break shall be scheduled by the District and shall include travel time. Break times shall be determined by the District.

Part-time custodians who do not elect to work four (4) ten (10) hours shifts shall work the equivalent of their normal school-year schedule, Monday through Thursday. (The District retains the final discretion over scheduling of part-time custodians).

Part-time maintenance and mechanic employees shall work the equivalent of their normal school-year schedule, Monday through Thursday. (The District retains final discretion over scheduling of part-time maintenance and mechanic employees).

D. Nurses

All nurses will work a minimum of four (4) additional days during the summer months. These will be (seven and one half) 7.5 hour days with a thirty (30) minute duty free lunch included. These days will be scheduled between the nurses and the principals. Any additional days/hours needed to complete summer duties must be preapproved by the principal.

E. Transportation Secretaries, Director of Building and Grounds Secretaries and District Office Support Staff

Employees shall work ten (10) hour shifts, Monday through Thursday.

Employees shall receive a paid fifteen (15) minute break in the morning and a paid fifteen (15) minute break in the afternoon. Break times shall be determined by the District.

Employees shall receive a paid thirty (30) minute duty free lunch. The lunch break shall be scheduled by the District and shall include travel time.

F. Clerical Aides

All clerical aides shall work five (5) days prior to the start of each school year immediately preceding the District's institute days.

(moved to 5.4)

5.7 Spring Break/Winter Break Hours for Twelve Month Employees

Spring Break and Winter Break schedules will be made available to all twelve month employees by September 1 each year. Schedules are subject to change due to unforeseen circumstances.

A. Spring Break

Employees shall not work on the first day of Spring Break (see 6.9 Holiday/Comp Day A). Thereafter, employees shall work their regularly scheduled hours on Tuesday through Friday. Second shift custodians shall work the day shift hours.

B. Winter Break

Employees shall work six (6) hour days except that employees shall work four (4) hour days on the last workday of each week during Winter Break. Second shift custodians shall work the day shift hours. Part-time employees shall work their standard hours during the day shift.

5.8 Vehicles

A. Personal Vehicles

Except for personal transportation, employees will not normally be required to use their personal vehicles for work-related duties. If an employee utilizes his/her vehicle for District business (excluding travel to and from work), the employee shall submit a record of the mileage incurred, including the dates and purpose of travel every sixty (60) days for reimbursement in accordance with District policy.

B. District Vehicle Usage Guidelines

Employees who drive a District vehicle and who are involved in an accident during the work day must report the accident to the Director of Buildings and Grounds or his designee as soon as it is safely possible to do so. Employees driving a District vehicle and who are involved in an accident may be subject to post accident drug and alcohol testing and shall follow the directives of the District to complete these tests. Refusal to submit to a post-accident drug and/or alcohol test may-be treated as a positive test result. All tests will be paid for by the District.

Employees who drive a District vehicle and whose driver's license is suspended, revoked, restricted or otherwise adversely impacted shall notify the Director of Buildings and Grounds or his designee as soon as possible. Employees who drive a District vehicle shall annually present/show to the Director of Buildings and Grounds a valid driver's license which shall be copied and maintained in the personnel file.

5.9 Safety

The District shall make good faith, reasonable efforts to ensure that staff members are not required to work under unsafe, hazardous or unhealthy conditions or to perform tasks that endanger health, safety or well-being. All questions arising under this section shall be resolved exclusively through the grievance procedure, except in cases where a condition presents an imminent danger of immediate physical harm.

5.10 E-Learning Days

If the District's facilities are closed to students during a workday due to an emergency, but educational programming is provided remotely through the use of digital technologies ("elearning days"), the following employees are required to report to work at the District:

Custodians, District Facilities Coordinator, District Maintenance Staff, Head Custodian, Head Mechanic, HVAC Technician, Mechanic, and Utility Mechanic

All other employees may work remotely. The Disrict reserves the right to require other employees not listed above to report to work at the District in the event of an emergency as determined by the Superintendent or his/her designee.

The number of E-Learning days taken in a year shall be as prescribed by the Illinois School Code or as may be approved/allowed by ISBE.

ARTICLE VI LEAVES, VACATIONS & HOLIDAYS

6.1 Sick Leave

- A. In order to receive compensation while absent under the following provisions, an employee or his agent, shall use the automated absence system to notify the designated substitute caller two (2) hours prior to the start time on the day of absence, unless it is impossible for the employee to give, or to arrange to give such notification. Those employed with an "afternoon shift" shall use the automated absence system to notify the designated substitute caller three (3) hours before their required start time, unless it is impossible for the employee to give, or to arrange to give such notification.
 - 1. For the limited purpose of the above provisions, the term "impossible" shall not be construed to excuse cases such as inability due to oversleeping or even situations of extreme difficulty or hardship, but shall be construed to excuse only cases involving total incapability of performance entirely beyond the control of the employee.
 - 2. The administration, at its discretion, may require sufficient proof and corroboration, by affidavit, or otherwise, to prove the fact of impossibility as above defined.
- B. Each full time twelve (12) month employee with less than twenty (20) years of service in the District shall be allowed annual sick leave up to fifteen (15) days. Each twelve (12) month employee who has completed twenty (20) or more years in the District shall be allowed annual sick leave up to eighteen (18) days at the commencement of his/her 21st year.
- C. All other employees shall be allowed twelve and one half (12.5) days of sick leave per year.
- D. Building secretaries who work the equivalent of additional eleven (11) summer days shall be allowed one additional sick leave day per year.
- E. Part-time employees eligible for IMRF participation shall be allowed ten (10) days of sick leave per year. Part-time employees who work less than six hundred (600) hour per year shall be allowed five (5) days of sick leave per year.
- F. Employees may accumulate to two hundred forty (240) days. Employees who have accumulated two hundred forty (240) sick leave days may use the annual sick leave days they otherwise would have been allowed during an academic year before having to use any of the two hundred forty (240) accumulated days in that year.

- G. Sick leave shall be without loss of pay for the following reasons:
 - 1. Personal illness, injury, or quarantine;
 - 2. Serious illness or injury in the immediate family or household which shall be defined to include the following: parents, spouse or civil union partner, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law and legal guardians;
 - 3. Birth, adoption, or placement for adoption;
 - 4. Bereavement leave, as defined and given, according to the provisions of Section 6.2 of this Agreement;
 - 5. For sick leave taken under G. 1 or 2 above, the District may require a physician's statement justifying the leave after an absence of three (3) days for personal illness or as the District deems necessary in other cases. The District may also require a physician's statement justifying the use of a sick leave day or days when the District determines that the use is suspicious or reflects a pattern of abuse of sick leave. If the District requires a certificate as a basis for pay during a leave of less than three (3) days for personal illness, the District shall pay the employee's expense to obtain the certificate. For sick leave taken under G. 3 above, the District may require a physician's statement justifying the leave for absences of more than six (6) weeks following regular childbirth and eight (8) weeks following cesarean childbirth. For purposes of adoption or placement for adoption, the District may require evidence that the formal process is underway, and the District may require a physician's statement justifying the leave of absence for more than six (6) weeks in connection with the adoption or placement for adoption.
 - 6. Sick leave may be taken in half or full day increments.
 - 7. The District may require an employee who has utilized sick leave for ten (10) or more consecutive days to present a physician's certificate of ability to return to work. In addition, in cases where the Board, through the administration, determines that there is a safety or health concern with an employee's return to work, the District may require that employee to present a physician's certificate of ability to return to work regardless of how many consecutive days of sick leave were utilized by the employee.
- H. In order to receive the annual allotment of sick leave provided in this Section 6.1, an employee must either report to and reasonably expect to remain at work at the beginning of the school year or satisfy the District that he/she intends and reasonably anticipates to return to work by a date mutually agreeable to the District and the employee.

6.2 Bereavement Leave

Bereavement leave shall be subject to the following:

- A. When death occurs involving an employee's father, mother, spouse or civil union partner, or child; the employee, on request, will be excused, without loss of pay, for any of the first five (5) normally scheduled working days (excluding Saturday and Sunday) immediately following the date of death. The first three (3) days may be taken as bereavement, with the additional two (2) days being deducted from sick leave.
- B. When death occurs involving an employee's sister, brother, parent-in-law, grandchild, grandparent, grandparent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law or legal guardian; the employee, on request, will be excused, without loss of pay, for any of four (4) normally scheduled working days (excluding Saturday and Sunday) following the date of death. The first two (2) days may be taken as bereavement with the additional two days being deducted from sick leave.
- C. The employee will be excused, without loss of pay, as bereavement for the day of funeral for the death of the employee's uncle, aunt, niece, nephew, or cousin. This day shall be taken from the employee's sick leave.
- D. Bereavement leave for circumstances not covered by Sections 6.2 A, B, C may be granted at the sole discretion of the Superintendent. The decision of the Superintendent, including the terms and conditions of the leave, if granted, shall not be precedential and shall not be subject to the grievance procedure.

6.3 Personal Leave

- A. Full-time Employees shall be allowed a maximum of two (2) days paid leave per year for personal, moral, or business reasons which cannot ordinarily be attended to while school is in session without the specific reason being given. One unused day of paid leave may carry over to the following school year for a maximum of three (3) days. All unused days of personal leave not carried over to the following school year shall accumulate as sick leave. Twelve-month part-time Employees regularly scheduled to work five (5) days per week shall be allowed one paid personal leave day per year. Part-time employees who work less than twelve months per year shall be allowed a prorated number of days, up to a maximum of one day per year.
- B. The granting of personal leaves under 6.3 A is subject to the following limitations and exclusions:

- 1. Except in case of emergency, an employee requesting a personal leave shall submit the written request to the immediate supervisor at least three (3) days prior to the date of the requested leave. An emergency application shall also set forth the nature of the emergency.
- 2. Such personal leave days may not be requested nor allowed during the first two employee days or the last two employee days of any school year, nor the day preceding or following any holiday period, nor any student non-attendance day. For the purpose of this paragraph, the term "holiday period" shall mean all of the following:
 - a. A legal or school holiday occurring on a Tuesday, Wednesday, or Thursday, of a week while school is in session;
 - b. A weekend plus a legal or school holiday occurring on either the Friday before or the Monday thereafter;
 - c. The entire period of time designated by the Board for winter and spring recess (which shall include any weekend or legal holiday immediately before or thereafter).
- 3. The conditions set forth may be waived at the sole discretion of the Superintendent. The decision of the Superintendent, including the terms and conditions of the waiver, if granted, shall not be precedential.
- 4. No more than three (3) employees in the same job category or shift for whom a substitute is required per building shall be granted personal leaves on any one school day. For custodial/maintenance employees for whom a substitute is required, no more than one employee from the same building per shift shall be granted a personal leave day on any one school day. The Superintendent shall have discretion to authorize more than three (3) or one (1) (for custodial/maintenance employees) personal leave days per building on a case by case basis.

6.4 Civic Duty Leave

- A. Any employee shall be paid his/her regular salary for the period of any absence for which he/she is required to serve on jury duty less the amount received for the jury duty.
- B. Subject to the prior approval of the Superintendent, an employee may be allowed time off from his/her school day without loss of salary or deduction from personal leave or accumulated sick leave for necessary school related performance of public duties, court appearances, or other services or obligations.

C. If an employee is subpoenaed for a non-school related court appearance, he/she shall be allowed one day each school term without deduction of salary. Subsequent court appearances for non-school related matters shall first be deducted from personal and/or accumulated sick leave or docked.

6.5 Family and Medical Leave Act

Refer to District Policy 5:185.

6.6 Emergency Days/Snow Days

If the District's facilities are closed to students during a workday due to an emergency or snow, the following employees are required to report to work at the District:

Custodians, District Facilities Coordinator, District Maintenance Staff, Head Custodian, Head Mechanic, HVAC Technician, Mechanic, and Utility Mechanic

All other employees may work remotely. The District reserves the right to require other employees not listed above to report to work at the District in the event of an emergency as determined by the Superintendent or his/her designee.

For emergency call-ins for snow removal outside of the employee's normal work hours, the employees shall receive an additional \$30 per each day of such a call-in in addition to their regular, applicable rate of pay for the hours worked outside their normal work hours.

6.7 School Visitation Leave

All employees are entitled to eight (8) hours during any school year, no more than four (4) of which may be taken on any given day to attend school conferences or classroom activities related to their child, if the conference or activity cannot be scheduled during non-work hours. Employees must first use all accrued vacation leave, personal leave, compensatory leave and any other leave that may be granted to the employee, except sick and disability leave. The decision of the Superintendent, including the terms and conditions of the waiver, if granted, shall not be precedential.

6.8 Vacation: Twelve (12) month Employees

Upon completion of each full year of employment, twelve (12) month employees will accrue vacation on a monthly basis at a rate of one day per month for ten (10) months. Upon completion of each full year of employment twelve month part-time employees regularly scheduled to work thirty (30) hours or more per week will accrue vacation on a monthly basis at a rate of one half day per month for ten (10) months. Upon completion of the third year of employment, and for each additional year, one more day will be added, not to exceed fifteen (15) days of total vacation each year. The additional days will be granted July 1 and one (1) day each month for ten (10) months. Upon completion of the fifteenth (15th) year, an additional day will be added for the next five (5) years, not to

exceed twenty (20) days of total vacation each year. The additional days will be granted July 1 and one (1) day each month for ten (10) months.

Employees may not accrue more than a maximum of two (2) consecutive years of earned vacation days. The immediate supervisor, who will take into account the work requirements within the district, will establish vacation schedules. For partial year employment, vacation days will be pro-rated based on the employee's full year employment.

Except in unforeseen circumstances, employees will give a minimum of one month's notice for any vacation period of five (5) consecutive days or more. Vacation shall be subject to approval by the immediate supervisor outside the bargaining unit. When possible, employees will be notified within three (3) working days of the status of their vacation request, and in all cases, employees shall be notified within five (5) working days. For vacation requests involving less than five consecutive days, except in unforeseen circumstances employees shall submit their request at least 48 hours prior to the requested time off.

Part-time 12-month employees who are scheduled to work less than thirty (30) hours per week will accrue three (3) days of vacation per year.

Vacation shall be approved on a first come first serve basis. If two employees submit vacation requests at the same time, an employee with more seniority would have priority over an employee with less seniority.

6.9 Holidays/Comp Day

In accordance with national and local schedules, and in agreement with the current A. school calendar, the following listed holidays are annually granted with full pay for all 12-month employees (full and part-time). When Christmas, New Year's Day, or Independence Day fall on a Saturday or Sunday, the preceding Friday or the following Monday will be allowed as a paid holiday.

> Presidents' Day Independence Day Christmas Eve Day Labor Day Christmas Day Casimir Pulaski Day Memorial Day New Year's Eve Day Columbus Day New Year's Day Good Friday Veteran's Day Thanksgiving Day MLK Day Juneteenth (weekday only)

Day after Thanksgiving One Day of Spring Break

Election Day (when required by law)

In accordance with national and local schedules, and in agreement with the current B. school calendar, the following listed holidays are annually granted with full pay for all non 12-month employees.

> Columbus Day Thanksgiving Day Labor Day

Memorial Day Good Friday President's Day

One Day of Spring Break

MLK Day

Christmas Day

New Year's Day

Election Day (when required by law)

The above holidays may be modified provided no reduction in the total number of holidays occurs, and may be subject to a waiver applied for by the District in accordance with the School Code.

C. In addition to the above holidays, building secretaries with registrar duties are annually granted with full pay the following holidays:

Day After Thanksgiving

Christmas

Independence Day

- D. Secretaries who work the summer schedule (11 additional 7-hour days) are entitled to one (1) additional personal day per year, to be used during the school term subject to approval by the administration.
- E. Twelve-month employees will receive an additional paid holiday the day after Christmas and non-twelve month employees will receive the additional paid holiday of Veteran's Day to be reassigned to the day before Thanksgiving. These additional holidays shall be available only during the term of this Agreement through June 30, 2028.
- F. To be eligible for holiday pay during any holiday listed in this Section 6.10, an employee must work or otherwise be on approved paid leave the corresponding workdays immediately prior to and after the holiday.

6.10 Leave Benefits for Late Hires

All non-twelve-month employees hired after the start of the school year but before November 1st shall receive the full allotment of leave days allowed by the contract. All non-twelve-month employees hired after November 1st shall receive prorated leave time. All twelve-month employees hired after July 1st shall receive prorated leave time. Any proration of leave under this Section shall comply with the rules and regulations of the Illinois Municipal Retirement Fund (IMRF).

ARTICLE VII COMPENSATION & BENEFITS

7.1 Salary Provision

- A. Employees shall be compensated during each year of this Agreement according to the Salary Schedules set forth in Appendix A. From these salary amounts, the Board shall deduct and pay on behalf of Employees the required employee contribution owed to the Illinois Municipal Retirement Fund.
- B. The administration shall place Employees new to the District on the applicable Salary Schedules and may credit new hires with up to eight (8) years for initial compensation for any prior years of non-consecutive service in the district or for comparable experience in other school districts or employment. In circumstances involving difficult to fill positions where the best available candidate has substantially more than eight (8) years prior experience, the District may grant additional prior experience credit beyond eight (8) years for initial placement on the salary schedule, not to exceed twelve (12) years credit.
- C. Full-time Employees who move to a new District position in a different compensation category may be credited with their prior years of consecutive service for salary schedule placement purposes (i.e., they move "straight over" on schedules). Part-time employees who move into a full-time position in the District may be may be credited with one (1) year of experience for every two (2) years of part-time service in the District in determining their initial salary schedule placement.
- D. Longevity stipends will be paid to employees already receiving longevity as of the effective date_of this Agreement at the 2016-2017 rate for the 2025-2026, 2026-2027, and 2027-2028 fiscal years.
- E. Employees will move a step on the new salary schedule on July 1 of each year of the Agreement only if they have worked a minimum of 50% of the days listed as Number of Days Worked in Appendix B.
- F. Mechanics may be placed on an emergency call list and assigned standby duties outside their regularly scheduled workday. Each mechanic on the emergency call list shall receive a stipend of \$175.00 for each week on call.
- G. Custodians assigned to carry out the responsibilities of a Head Custodian on a full-time basis shall be compensated during such assignments at Step One of the Head Custodian rate. If the custodian's hourly compensation is equal to more than Step one of the head Custodian rate, the employee will receive an additional \$1.00 per hour. This extra pay applies when an employee takes over Head Custodian duties for one week or more with the preapproval of a supervisor.

H. Employees assigned to and working as the Head Mechanic shall receive an annual stipend of \$5,250 in addition to their regular salary. This stipend shall not be considered part of the Head Mechanic's hour pay rate but, for overtime purposes only, the District will factor the stipend into the Head Mechanic's hourly rate when determining the overtime rate of pay.

7.2 Pay Checks

For summer, winter, and spring vacation periods, if any pay day falls on a non-work day, employees shall receive their pay checks by mail. Checks will be mailed by the scheduled pay date for employees who have not opted for direct deposit. Employees shall maintain a current mailing address with the District office for the purposes of mailing checks.

Employees will be paid over twenty-four (24) pay periods. Pay dates shall be the 15th and 30th of every month as established on the school calendar prepared annually, with the exception of the second pay in February, which will fall on the last day of that month. If a pay date falls on a weekend or bank holiday, the pay will be adjusted to the first business day scheduled prior to the date in question.

Lunch/Recess Monitors and Lunchroom Monitors shall be on a twenty (20)-week pay calendar.

The Board shall make payroll deductions for union dues as authorized by employees and fair share payers over twenty (20) pays between the start and end of each school year to the following:

Homer District 33-C Support Staff Council of American Federation of Teachers, Local 604, IFT-AFT, AFL-CIO.

7.3 Insurance Provision

The District shall provide a Group Insurance Program and employees shall be eligible for and subject to the same terms, conditions and benefits under the Program as the certified teaching staff at the District for the duration of this contract.

Any employee who was employed by the District prior to December 20, 2016, and has since remained continuously employed by the District (i.e., without a break in service; Reduction in Force and Recall are not considered a break in service) shall remain eligible to pay the same contribution rate (i.e., percentage) for insurance benefits as certified teaching staff employed as of December 20, 2016. This provision applies regardless of the position held by the employee and regardless of whether the position was within the bargaining unit.

7.4 Uniforms

The Board shall provide the following uniforms to all newly hired head custodians, custodians, mechanics, maintenance and ground employees, and HVAC technicians:

- Five (5) tee-shirts
- Five (5) long sleeve shirts
- One (1) sweatshirt
- One insulated cover all for mechanics and any employees that are regularly required to do snow removal

Employees regularly assigned snow removal will be reimbursed up to \$50.00 per year (July 1 – June 30) for cold weather gear (hats, gloves, snow boots, etc.). Employees shall submit their receipts for reimbursement within 60 days of the purchase, and no later than June 30 of the year in which the purchase was made for purchases made less than 60 days prior to June 30.

All District-required personal safety equipment (safety glasses, hard hat, etc.) will be provided by the District.

All head custodians, custodians, mechanics, maintenance and ground employees, and HVAC technicians will be provided two (2) additional tee-shirts annually.

Thereafter, the Board shall provide replacement uniforms to the aforementioned employees when necessary as determined by the District. Head custodians, custodians, mechanics, maintenance and grounds employees and HVAC Technicians are expected to wear the uniforms provided by the District at all times during work hours, unless other dress code options are permitted.

7.5 Committee Work

Employees serving on District committees established through the central administrative office for which participation is requested by an administrator shall be paid at their hourly rate for each hour of such committee work that occurs outside of the employee's regularly scheduled work hours.

7.6 Supervision/Substitution

Licensed employees who supervise or substitute for a teacher who is not present in the classroom will receive the higher of the hourly rate paid for previous certified employees in good standing or five dollars (\$5) per hour over the employee's hourly pay for the supervision or substitution during their normal workday. Licensed employees who substitute for a teacher for 20 consecutive days or more will receive the long term sub rate retroactive back to day 1 of their substitute assignment, or \$5 over their hourly rate, whichever is higher.

7.7 Supervising Outside the Normal Work Day

Employees who are requested by an administrator to supervise students outside of the employee's regular work day will be paid their hourly rate.

7.8 Summer School

Prior to summer school, the District shall notify all employees through email of summer school positions. Those interested shall inform the District in writing within one week of the District email. The District shall then assign aides based on student needs. Assignments will first be offered to aides who worked with the students during the current school year. If additional assignments are necessary, the District will then assign aides who worked with the student in the prior school year. If any assignments remain, the District will then assign aides who are going to work with the student in the next school year. If any assignments still remain, it will be assigned to a bargaining unit member who expressed interest in working summer school. If no qualified bargaining unit members are available to fill the aide positions, after the assignment process stated above, the positions may be filled from outside the bargaining unit. Employees will be compensated at their hourly rate of pay.

7.9 Extra Duty/Extra Schedule

Employees shall be considered for extra duty/extra schedule assignments not filled by teachers in the district. Any positions not filled by teachers will be posted to all employees via email. Employees will have five (5) days to respond to the vacancy posting. Employees will be compensated for extra duty/extra schedule assignments at the appropriate pay rate as designated in Appendix B of the teacher contract.

7.10 Nurse Reimbursement

A. Malpractice Insurance

Nurses will be reimbursed up to a maximum of one hundred twenty-five dollars (\$125) per year to cover the costs of the required malpractice insurance. The premium statement as well as a receipt showing payment must be submitted to the Superintendent or his/her designee for reimbursement.

B. Professional Growth Compensation

Nurses will be reimbursed up to a maximum of two hundred dollars (\$200) for Continuing Education Units per year, subject to preapproval by the Superintendent or his/her designee. Documentation of successfully completed Continuing Education Units, as well as a receipt for the expense of the units, must be submitted to the Superintendent or designee for reimbursement.

7.11 Job Training

A. Guidelines

If a change in job duties requires a new skill or technological knowledge that the employee does not possess, the employee holding the positon shall be offered the opportunity to gain the necessary training which is necessary for such new skill.

Employees may request additional training if they feel they are not adequately trained to fulfill new or modified job responsibilities.

The District will provide necessary and appropriate training as part of institute days.

B. Lunchroom Monitor/Lunch Recess Monitor

Up to two (2) hours of paid training time will be provided to all employees to enable them to complete their duties according to District guidelines.

7.12 Overtime

All overtime must be authorized by a District administrator or supervisor who is not a member of the bargaining unit. Employees shall be guaranteed either overtime pay at time and one-half or receive compensatory time at time and one-half, for any assigned or approved time worked which exceeds forty (40) hours per week. Any time an employee is asked by a District administrator or supervisor to work on Sunday or a school holiday, the employee shall be compensated at two (2) times his/her normal rate of pay, regardless of whether or not the 40-hour per week threshold has been met. Where an employee does not work and receives paid sick leave, vacation, personal, or other leave time, this time shall not count in calculating the employee's work hours for purposes of paying overtime; however, compensatory time, paid holidays, jury duty leave and bereavement leave shall count in said calculation.

An employee must request approval from the employee's designated non-bargaining unit supervisor to receive compensatory time in lieu of overtime wages for an overtime assignment. When an employee elects to use accrued compensatory time for overtime work, its use must be approved by the employee's immediate supervisor no less than five (5) days in advance, unless otherwise approved. The employee shall use such time within the same fiscal year in which the time was earned or the time shall be converted to salary at the employees' current rate of pay. Employees may earn up to forty (40) hours of compensatory time in a fiscal year, unless the Superintendent, or his/her designee, approves additional compensatory time over and above forty (40) hours. Use of compensatory time shall not be regarded as an absence from work for purposes of the employee's attendance record.

Any employee asked to return after his/her normal workday shall be guaranteed at least two (2) hours' work at the appropriate rate. If the employee is able to rectify the situation remotely (e.g., HVAC alert), they shall be paid their regular applicable rate for a minimum of thirty (30) minutes or the actual time spent working on the solution, whichever is greater. The guaranteed minimum of two (2) hours' pay shall only be available for the same event.

Overtime shall be assigned based on the needs of the District and the skills/qualifications of the employee. The District will assign overtime equitably, subject to its right to determine the skills/qualifications of the employee necessary to perform the work.

All overtime hours worked must be submitted on a time sheet.

7.13 Tetanus Shots

The District shall reimburse any employee who receives a tetanus shot required as a result of a work-related injury.

7.14 Phone Allowance Stipend

Employees required and designated by the District to have a cell phone for work shall, at the election of the employee, be provided a District-issued cell phone or shall receive a phone allowance stipend in the amount of \$70.00 per month.

7.15 Retirement Incentive

I. Purpose

The purpose of this program is to offer bargaining unit members a one-time retirement incentive to ensure the District is able to provide appropriate staffing, maintain fiscal responsibility, and ensure that District operations continue with minimal disruption.

II. Eligibility Requirements

- 1. The employee shall have a minimum of twelve (12) years of continuous service in the Homer School District by the intended date of retirement.
- 2. The employee must have an effective retirement date sometime between the end of 2025-2026 school year and June 30, 2028.
- 3. While it is not mandatory that the employee immediately be eligible to receive a retirement pension under IMRF, it is mandatory that the employee permanently retire from the District.

III. Retirement Incentive

1. The employee shall receive 5% total annual wage increases for earnings retroactive to July 1 of the school year in which notice of retirement is given, up to a maximum of one year. Notwithstanding the above, in contract years in which the general wage

increase provided to employees under this contract is 5% or greater, the retirement incentive percentage payment for that corresponding year shall be 6%.

- 2. The Board shall reimburse the employee's actual plan costs (i.e., premium payments), up to a maximum of \$13,500, towards any health insurance plan for retirees and their covered dependents who retire under this retirement incentive plan. If this \$13,500 benefit has not been used within five (5) years of retirement from the District, the benefit, or any amount still remaining, shall be forfeited.
- 3. In no event shall the incentive be calculated or applied so as to cause a participant's earnings to exceed IMRF limits and/or cause the District to owe any accelerated contributions, payments or penalties to IMRF. The District reserves the right to make adjustments to the incentive in order to avoid the assessment of any accelerated contributions, payments or penalties by IMRF.
- 4. An employee who would subject the Board to an accelerated payment to IMRF due to increases in the employee's final rate of earning in excess of thresholds established by IMRF shall not be eligible to participate in the Retirement Incentive, including the post-career reimbursement of health insurance plan costs.

IV. Participation Conditions

In order to participate in the Retirement Incentive, a bargaining unit member must:

- 1. Complete an application (attached) by:
 - A. For retirement incentive to begin in the 2025-2026 school year, the employee must complete an application by November 1, 2025 indicating interest in the Retirement Incentive and identifying the intended retirement date, which must be between the end of the 2025-2026 school year and June 30, 2026.
 - B. For retirement incentive to begin in the 2026-2027 school year, the employee must complete an application by November 1, 2026 indicating interest in the Retirement Incentive and identifying the intended retirement date, which must be between the end of the 2026-2027 school year and June 30, 2027.
 - C. For retirement incentive to begin in the 2027-2028 school year, the employee must complete an application by November 1, 2027 indicating interest in the Retirement Incentive and identifying the intended retirement date, which must be between the end of the 2027-2028 school year and June 30, 2028
- 2. This application is non-binding. The purpose of the application process is to formalize interest in the Retirement Incentive, allow the employee and the District the opportunity to discuss issues related to the potential retirement, and to discuss the date of retirement. Once the application is received and these discussions have occurred, the District will prepare a separation agreement that will include the Retirement Incentive, the separation date, and other legal conditions.

- 3. The District will consider the application and the proposed separation date submitted by the employee. As part of this review process, the District will consider the needs of the District in order to minimize the disruption on District operations and to maximize the amount of savings that are generated by this Retirement Incentive. The final retirement/separation date will be determined in the sole discretion of the District, and depending on the response to the Retirement Incentive, the District reserves the right to propose a separation date beyond June 30, 2028 deadline.
- 4. The employee's application for participation in the Retirement Incentive must be approved by the Board of Education. As it is impossible to gauge the level of response to this Retirement Incentive before formally accepting applications, the District reserves the right to limit the number of approved participants. The final decision as to whether a participant is selected for approval rests with the sole discretion of the Board of Education.
- 5. The employee shall execute a separation agreement and release presented by the District.

The ultimate decision whether to retire/separate from the District is significant and should be carefully considered before applying for participation in this Retirement Incentive.

ARTICLE VIII DUES DEDUCTION

8.1 Dues Check-Off

- A. Upon receipt of written authorization from an employee, the Board will make payroll deductions in an amount certified by the Union for dues, assessments, or fees. A written authorization must be received from the employee, through the Union, at least ten (10) calendar days prior to the first payroll deduction. Such authorization shall remain in effect unless revoked by the employee in accordance with the terms of the authorization or as otherwise allowed by law.
 - Employee requests to authorize, revoke, cancel, or change authorizations for payroll deductions for labor organizations shall be directed to the labor organization rather than to the public employer.
- B. The Board agrees to remit any amounts deducted for authorized dues, assessments, or fees twice each month that such dues, assessments, or fees are deducted.
- C. A list in an Excel file or other editable electronic format agreed to by the Union of all employees within the bargaining unit, any deductions that have been made, and

the amount of each deduction shall accompany each remittance.

D. The Union shall indemnify and hold harmless the Board, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of, or by reason of, action taken by the Board for the purposes of complying with this Section, including any claims, demands, actions, complaints, suits, or other forms of liability arising out of claims that payroll deductions made under this Section were not authorized by an employee.

ARTICLE IX EFFECT & DURATION

9.1 Maintenance and Amendment of Contract

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written amendment executed according to the provisions of the Agreement.

9.2 Savings Provision

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, or Congress or the Illinois legislature enacts a law in conflict with any article, section, or clause of this Agreement, said article, section, or clause, as the case may be, shall automatically be deleted from this Agreement to the extent that it violates the law, but the remaining articles, sections, or clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted article, section, or clause.

9.3 No Strike Provision

The Union, its members, and members of the bargaining unit agree not to strike, engage in any work stoppage, or picket, any of which of the foregoing in any manner would tend to disrupt the operation of any school in District 33-C or its administrative office, during the term of this Agreement. The Union reserves the right to support any other organized group employed by the District or not who may be striking or participating in a united stand as long as the support takes place outside of the union member's contractual hours and does not disrupt the operations of the District.

9.4 Waiver of Mid-Term Bargaining

The parties acknowledge that, during the negotiations which resulted in this Agreement and its appendices, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law or by specific agreement of the parties from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right are set forth in this Agreement. Therefore, the Board and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives any right which might otherwise exist under law, practice, or custom to negotiate any further agreements effective for or during the term of this Agreement.

9.5 Reopener Provisions

A. This contract, in its entirety, shall not be modified during the term hereof except by written amendment with the mutual consent of both parties.

- B. If any of the following events occur, the Parties agree to reopen the Agreement for the sole purpose of renegotiating salaries or health care coverage:
 - 1. Property tax freezes
 - 2. Pension cost shifts
 - 3. Implementation of the Cadillac Tax

If the Agreement is reopened as a result of a property tax freeze or pension cost shift, re-negotiated salary increases shall take effect the following school year and may be of no less than the consumer price index (CPI) used by the County Clerk for property tax extensions for the school year in question. If the Agreement is reopened as a result of implementation of the Cadillac Tax, re-negotiated insurance changes shall take effect the following school year.

9.6 Duration

This Agreement shall be effective as of July 1, 2025, and shall remain in full force and effect through June 30, 2028.

ARTICLE X EXECUTION OF AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

For Homer District 33-C Support Staff Council of the American Federation of Teachers, Local 604

Co-President

Co-President

Co-President

Date: 3/31/2025

For the Board of Education of Homer Consolidated School District No. 33-C (Homer) Will County, Illinois.

CAI

Date: 4225

NI SASS	100	S COR	HOMER		33C - SUPPORT STAFF WAGE MATRIX - SY 2025-2026 (3.12.25)	r STAFF √	WAGE MA	ATRIX - SY	7 2025-2	026 (3.13	2.25)			
	ADAST	BSECR	CAIDE	CUST	DF COOR	DSECR	HCUST	HVAC	MASST	MMG	MPROF	NAIDE	NNURS	PARA
10	5.5%	2.0%	2.0%	2.0%	5.5%	5.5%	2.0%	5.5%	5.5%	5.5%	5.5%	2.0%	2.5%	2.0%
Δ2		\$0.50	\$0.50	\$1.50			\$0.50					\$0.50		\$1.00
A1	\$25.89	\$18.26	\$17.24	\$18.07	\$36.93	\$23.65	\$25.77	\$35.62	\$16.75	\$24.83	\$17.36	\$17.52	\$24.93	\$18.27
82	\$26.00	\$18.37	\$17.35	\$18.18	\$37.04	\$23.76	\$25.88	\$35.73	\$16.86	\$24.94	\$17.47	\$17.63	\$25.04	\$18.38
ខ	\$26.24	\$18.54	\$17.51	\$18.34	\$37.39	\$23.98	\$26.11	\$36.06	\$17.02	\$25.17	\$17.64	\$17.78	\$25.27	\$18.55
D4	\$26.55	\$18.76	\$17.72	\$18.55	\$38.57	\$24.28	\$26.42	\$36.50	\$17.23	\$25.48	\$17.85	\$17.99	\$25.57	\$18.76
E	\$27.00	\$19.06	\$17.99	\$18.83	\$39.75	\$24.68	\$26.86	\$37.11	\$17.51	\$25.91	\$18.15	\$18.28	\$26.01	\$19.05
F6	\$27.50	\$19.40	\$18.32	\$19.14	\$40.93	\$25.14	\$27.35	\$37.81	\$17.83	\$26.39	\$18.47	\$18.59	\$26.48	\$19.38
G7	\$28.01	\$19.75	\$18.64	\$19.47	\$42.12	\$25.60	\$27.84	\$38.52	\$18.16	\$26.88	\$18.81	\$18.92	\$26.98	\$19.71
8H	\$28.50	\$20.08	\$18.95	\$19.78	\$43.30	\$26.06	\$28.34	\$39.20	\$18.47	\$27.36	\$19.15	\$19.23	\$27.45	\$20.04
61	\$29.00	\$20.42	\$19.27	\$20.11	\$44.48	\$26.50	\$28.82	\$39.90	\$18.79	\$27.84	\$19.48	\$19.56	\$27.94	\$20.37
110	\$29.58	\$20.82	\$19.65	\$20.46	\$45.66	\$27.04	\$29.39	\$41.15	\$19,16	\$28.96	\$19.87	\$19.93	\$28.60	\$20.76
K11	\$30.52	\$21.44	\$20.24	\$21.04	\$46.84	\$27.87	\$30.28	\$42.44	\$19.75	\$29.89	\$20.49	\$20.52	\$29.50	\$21.36
112	\$31.47	\$22.10	\$22.10 \$20.84	\$21.64	\$48.02	\$28.74	\$31.21	\$43.76	\$20.35	\$30.81	\$21.11	\$21.12	\$30.43	\$22.00
M13	\$32.44	\$22.78	\$21.46	\$22.29	\$49.21	\$29.62	\$32.18	\$45.15	\$20.99	\$31.80	\$21.76	\$21.74	\$31.37	\$22.64
N14	\$33.48	\$23.47	\$22.12	\$22.91	\$50.39	\$30.58	\$33.19	\$46.56	\$21.65	\$32.79	\$22.45	\$22.40	\$32.37	\$23.31
015	\$34.53	\$24.18	\$22.80	\$23.58	\$51.56	\$31.56	\$34.21	\$48.02	\$22.32	\$33.81	\$23.15	\$23.09	\$33.38	\$24.01
P16	\$35.64	\$24.91	\$23.50	\$24.27	\$52.74	\$32.55	\$35.28	\$49.53	\$23.01	\$34.90	\$23.89	\$23.78	\$34.46	\$24.73
Q17	\$36.74	\$25.69	\$24.21	\$24.98	\$53.92	\$33.57	\$36.36	\$51.09	\$23.72	\$35.99	\$24.61	\$24.48	\$35.52	\$25,48
R18	\$37.93	\$26.47	\$24.97	\$25.70	\$55.10	\$34.61	\$37.50	\$52.70	\$24.47	\$37.14	\$25.39	\$25.24	\$36.66	\$26.23

*NOTE: In addition to the amounts shown above on the wage schedule, the following adjustments apply: Paraprofessionals assigned to the EC, SI, Thrive programs, or as a Bus Aide shall receive an additional \$1.50 on their hourly rate. Paraprofessionals with RBT certification and assigned as an RBT shall receive an additional \$2.00 on

their hourly rate.

	To the second	HOMER		33C - SUPPORT STAFF WAGE MATRIX - SY 2026-2027 (3.12.25)	I STAFF V	WAGE MA	ATRIX - S	7 2026-2	027 (3.13	2.25)			
BSECR	•	CAIDE	CUST	DF COOR	DSECR	HCUST	HVAC	MASST	MMG	MPROF	NAIDE	NNURS	PARA
2.0%		2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
													10000
\$19.05	٠,	\$17.98	\$18.86	\$38.66	\$24.71	\$26.94	\$37.28	\$17.47	\$25.95	\$18.11	\$18.27	\$26.05	\$19.06
\$19.17		\$18.10	\$18.98	\$38.78	\$24.83	\$27.06	\$37.40	\$17.59	\$26.07	\$18.23	\$18.39	\$26.17	\$19.18
\$19.29	0,	\$18.22	\$19.09	\$38.89	\$24.95	\$27.17	\$37.52	\$17.70	\$26.19	\$18.34	\$18.51	\$26.29	\$19.30
\$19.47		\$18.39	\$19.26	\$39.26	\$25.18	\$27.41	\$37.86	\$17.87	\$26.43	\$18.52	\$18.67	\$26.53	\$19.47
\$19.70		\$18.61	\$19.48	\$40.50	\$25.49	\$27.75	\$38.33	\$18.09	\$26.75	\$18.74	\$18.89	\$26.85	\$19.69
\$20.02		\$18.89	\$19.77	\$41.74	\$25.91	\$28.20	\$38.97	\$18.39	\$27.21	\$19.05	\$19.19	\$27.31	\$20.00
\$20.37		\$19.23	\$20.10	\$42.98	\$26.40	\$28.72	\$39.70	\$18.72	\$27.70	\$19.40	\$19.52	\$27.80	\$20.34
\$20.73		\$19.58	\$20.44	\$44.22	\$26.89	\$29.23	\$40.44	\$19.06	\$28.23	\$19.75	\$19.86	\$28.33	\$20.70
\$21.09		\$19.90	\$20.77	\$45.46	\$27.36	\$29.75	\$41.16	\$19.40	\$28.72	\$20.11	\$20.19	\$28.82	\$21.04
\$21.44		\$20.24	\$21.11	\$46.70	\$27.83	\$30.26	\$41.90	\$19.73	\$29.23	\$20.45	\$20.54	\$29.33	\$21.39
\$21.86		\$20.63	\$21.49	\$47.94	\$28.39	\$30.85	\$43.20	\$20.12	\$30.41	\$20.86	\$20.92	\$30.03	\$21.80
\$22.51		\$21.25	\$22.09	\$49.18	\$29.27	\$31.79	\$44.56	\$20.74	\$31.38	\$21.51	\$21.55	\$30.97	\$22.43
\$23.20		\$21.88	\$22.72	\$50.42	\$30.18	\$32.77	\$45.95	\$21.37	\$32.35	\$22.17	\$22.18	\$31.95	\$23.10
\$23.92		\$22.53	\$23.40	\$51.67	\$31.13	\$33.79	\$47.41	\$22.04	\$33.39	\$22.85	\$22.83	\$32.93	\$23.77
\$24.65	. 13	\$23.23	\$24.05	\$52.91	\$32.11	\$34.85	\$48.89	\$22.73	\$34.43	\$23.57	\$23.52	\$33.99	\$24.48
\$25.39		\$23.94	\$24.76	\$54.14	\$33.13	\$35.92	\$50.42	\$23.44	\$35.50	\$24.30	\$24.24	\$35.05	\$25.21
\$26.16		\$24.67	\$25.49	\$55.38	\$34.17	\$37.04	\$52.01	\$24.16	\$36.64	\$25.08	\$24.97	\$36.18	\$25.97
\$26.97		\$25.42	\$26.23	\$56.62	\$35.25	\$38.18	\$53.65	\$24.90	\$37.79	\$25.84	\$25.71	\$37.30	\$26.75

*NOTE: In addition to the amounts shown above on the wage schedule, the following adjustments apply: Paraprofessionals assigned to the EC, SI, Thrive programs, or as a Bus Aide shall receive an additional \$1.50 on their hourly rate. Paraprofessionals with RBT certification and assigned as an RBT shall receive an additional \$2.00 on their hourly rate.

	PARA	5.00%	The state of	\$19.88	\$20.01	\$20.14	\$20.26	\$20.45	\$20.68	\$21.00	\$21.36	\$21.73	\$22.09	\$22.46	\$22.89	\$23.55	\$24.26	\$24.96	\$25.70	\$26.47	\$27.26
	NNURS	2.00%		\$27.22	\$27.35	\$27.48	\$27.60	\$27.86	\$28.19	\$28.67	\$29.19	\$29.74	\$30.26	\$30.80	\$31.53	\$32.52	\$33.54	\$34.58	\$35.69	\$36.80	\$37.99
	NAIDE	2.00%		\$19.05	\$19.18	\$19.31	\$19.43	\$19.61	\$19.84	\$20.15	\$20.50	\$20.86	\$21.20	\$21.56	\$21.97	\$22.63	\$23.29	\$23.97	\$24.70	\$25.45	\$26.22
2.25)	MPROF	2.00%		\$18.88	\$19.01	\$19.14	\$19.26	\$19.45	\$19.68	\$20.01	\$20.37	\$20.74	\$21.11	\$21.47	\$21.90	\$22.59	\$23.27	\$24.00	\$24.75	\$25.52	\$26.33
SUPPORT STAFF WAGE MATRIX - SY 2027-2028 (3.12.25)	MMG	2.00%		\$27.12	\$27.25	\$27.38	\$27.50	\$27.75	\$28.09	\$28.57	\$29.09	\$29.64	\$30.16	\$30.70	\$31.93	\$32.95	\$33.96	\$35.06	\$36.15	\$37.28	\$38.48
1 2027-2	MASST	2.00%		\$18.21	\$18.34	\$18.47	\$18.59	\$18.76	\$18.99	\$19.31	\$19.66	\$20.02	\$20.37	\$20.72	\$21.12	\$21.77	\$22.44	\$23.15	\$23.87	\$24.61	\$25.37
ATRIX - S	HVAC	2.00%		\$39.02	\$39.15	\$39.27	\$39.40	\$39.76	\$40.24	\$40.92	\$41.69	\$42.47	\$43.22	\$43.99	\$45.36	\$46.79	\$48.25	\$49.78	\$51.33	\$52.95	\$54.61
VAGE MA	HCUST	2.00%		\$28.15	\$28.28	\$28.41	\$28.53	\$28.79	\$29.13	\$29.61	\$30.15	\$30.70	\$31.24	\$31.77	\$32.40	\$33.38	\$34.41	\$35.48	\$36.59	\$37.71	\$38.89
STAFF V	DSECR	2.00%		\$25.82	\$25.95	\$26.07	\$26.19	\$26.44	\$26.76	\$27.21	\$27.72	\$28.23	\$28.73	\$29.22	\$29.81	\$30.73	\$31.68	\$32.68	\$33.72	\$34.79	\$35.88
SUPPORT	DF COOR	2.00%		\$40.46	\$40.59	\$40.72	\$40.84	\$41.22	\$42.52	\$43.83	\$45.13	\$46.43	\$47.74	\$49.04	\$50.34	\$51.64	\$52.95	\$54.25	\$55.55	\$56.84	\$58.15
HOMER 33C-	CUST	2.00%		\$19.67	\$19.80	\$19.93	\$20.05	\$20.22	\$20.45	\$20.75	\$21.10	\$21.46	\$21.81	\$22.17	\$22.56	\$23.20	\$23.86	\$24.57	\$25.26	\$26.00	\$26.76
	CAIDE	2.00%		\$18.75	\$18.88	\$19.01	\$19.13	\$19.30	\$19.54	\$19.84	\$20.20	\$20.56	\$20.89	\$21.25	\$21.67	\$22.31	\$22.97	\$23.66	\$24.39	\$25.14	\$25.90
	BSECR	2.00%		\$19.88	\$20.01	\$20.13	\$20.25	\$20.44	\$20.68	\$21.02	\$21.39	\$21.77	\$22.14 \$20.89	\$22.51	\$22.95	\$23.63	\$24.36	\$25.12	\$25.88	\$26.66	\$27.47
	ADAST	2.00%		\$28.28	\$28.41	\$28.54	\$28.66	\$28.93	\$29.28	\$29.76	\$30.32	\$30.88	\$31.42	\$31.97	\$32.61	\$33.65	\$34.70	\$35.77	\$36.91	\$38.07	\$39.29
		Δ1	Δ2	A1	82	ຶ	D4	ES	F6	67	H8	6	110	K11	112	M13	N14	015	P16	Q17	R18

*NOTE: In addition to the amounts shown above on the wage schedule, the following adjustments apply: Paraprofessionals assigned to the EC, SI, Thrive programs, or as a Bus Aide shall receive an additional \$1.50 on their hourly rate. Paraprofessionals with RBT certification and assigned as an RBT shall receive an additional \$2.00 on their hourly rate.