

COLLECTIVE BARGAINING AGREEMENT

between

**RIVERDALE EDUCATIONAL SUPPORT
ASSOCIATION - IEA/NEA**

and

**BOARD OF EDUCATION of the RIVERDALE
COMMUNITY UNIT SCHOOL DISTRICT 100**

2017 - 2020

TABLE OF CONTENTS

<u>Article Number</u>	<u>Article Title</u>	<u>Page</u>
	PREAMBLE	1
1	GENERAL CONTRACT PROVISIONS	1
2	ASSOCIATION RIGHTS	2
3	EMPLOYER RIGHTS	5
4	GRIEVANCE PROCEDURE	6
5	WORK YEAR, HOLIDAYS, AND VACATIONS	9
6	WORK HOURS AND WORK DAYS	12
7	HEALTH AND SAFETY PROVISIONS	14
8	SENIORITY	15
9	REDUCTION-IN-FORCE	16
10	VACANCIES AND TRANSFERS	17
11	JOB DESCRIPTIONS	18
12	EVALUATION	19
13	EMPLOYEE DISCIPLINE AND TERMINATION PROCEDURES	21
14	LEAVES	22
15	WAGES AND SALARIES	27
16	INSURANCE	29
17	COMPLIANCE AND DURATION PROVISIONS	31
	APPENDIX A: GRIEVANCE FORM	33
	APPENDIX B: EVALUATION FORMS	34
	APPENDIX C: SALARY SCHEDULES	38

PREAMBLE

Whereas the Riverdale Educational Support Association IEA/NEA and the Board of Education of the Riverdale Community Unit School District 100 have reached certain understandings which they desire to confirm in this Agreement, it is hereby agreed as follows:

ARTICLE 1: GENERAL CONTRACT PROVISIONS

1.1 Definitions

- 1.1.1 The term "Agreement," where used herein, shall mean the collective bargaining agreement between the Riverdale Educational Support Association - IEA/NEA and the Board of Education of the Riverdale Community Unit School District 100.
- 1.1.2 The term "District," where used herein, shall mean the Riverdale Community Unit School District 100.
- 1.1.3 The term "Association," where used herein, shall mean the Riverdale Educational Support Association - IEA/NEA, its authorized representatives, or its authorized agents.
- 1.1.4 The term "Parties," where used herein, shall mean the Riverdale Educational Support Association - IEA/NEA and the Board of Education of the Riverdale Community Unit School District 100.
- 1.1.5 The term "Employee," where used herein, shall mean any individual in the bargaining unit represented by the Riverdale Educational Support Association - IEA/NEA.
- 1.1.6 The term "Board" or "Employer," where used herein, shall mean the Board of Education of the Riverdale Community Unit School District 100, its authorized administrators, or its authorized agents.

1.2 Recognition

- 1.2.1 The Board hereby recognizes the Association as the sole and exclusive bargaining representative for those Employees whose positions are included in the bargaining unit certified by the Illinois Educational Labor Relations Board.
- 1.2.2 Specifically excluded are those Employees in Case No. 85-RC-0012-C of the Illinois Educational Labor Relations Board, irregular temporary workers, and substitutes,

- 1.2.2.1 Who work seventy (70) or fewer days of continuous or nearly continuous employment during a period of one (1) year (for the purpose of this section, "nearly continuous" is defined as a break of employment of less than thirty days);

1.3 Printing Agreement

Within thirty (30) days after the ratification of the Agreement by both Parties, the Board shall have sixty (60) copies of the Agreement prepared. Forty-five (45) copies will be given to the Association for distribution to each Employee in the District. The Board shall receive fifteen (15) copies, and the Parties shall equally share the cost of reproducing the Agreement. By mutual agreement costs may be shared on the basis of the Association assuming the responsibility for typing the Agreement and the Board assuming the responsibility for printing the Agreement. The Association will not perform such typing during the normal work day.

ARTICLE 2: ASSOCIATION RIGHTS

2.1 Dues Deductions

- 2.1.1 Any Employee who is a member or has applied for membership in the Association may sign and deliver to the Board an authorization for continuous or annual dues deduction. The appropriate authorization forms shall be provided by the Association. The authorization is continuous and shall remain in effect from year to year unless the Employee revokes said authorization between September 1 and September 15 of any year. Severance of employment automatically terminates dues deduction arrangement at the Employee's final paycheck.
- 2.1.2 The Board shall deduct from each Employee's pay the current dues of the Association provided the Board has received an authorization form.
- 2.1.3 Pursuant to such authorization, the Board shall deduct one-ninth (1/9) of such dues from the regular salary check of the Employee each month for nine (9) months, beginning in September and ending in May of each year.
- 2.1.4 All dues deducted by the Board shall be remitted to the Association no later than fifteen (15) days after such deductions are made.
- 2.1.5 The Board shall not be responsible for overdue or past Association dues except for errors attributable to the Board.

2.2 Fair Share Agreement

- 2.2.1 Each Employee, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state, and national dues.
- 2.2.2 In the event that the Employee does not pay his/her fair share directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the non-member. Prior to any collection of a fair share fee, the Association shall certify the amount of the fair share fee to the Board. All matters relating to the fair share collections, notifications, objections, and processing shall be in compliance with the current rules and regulations of the Illinois Educational Labor Relations Board.
- 2.2.3 Such fee shall be paid to the Association by the Board no later than fifteen (15) days following deduction.
- 2.2.4 The Association recognizes the right of non-members to dissent for reasons based upon bona fide religious tenets or teaching of a church or religious body to which such non-members belong. Such Employees shall be required to pay an amount equal to their proportionate share, determined under a proportionate share agreement, to a non-religious charitable organization mutually agreed upon by the Employees affected and the Association. If the affected Employees and the Association are unable to reach an agreement on the matter, the Illinois Educational Labor Relations Board ("IELRB") shall provide an approved list of charitable organizations to which such payments may be made.
- 2.2.5 In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
- 2.2.5.1 The Employer gives immediate notice of such action in writing to the Association, and permits the Association to intervene, and
- 2.2.5.2 The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence,

obtaining witnesses and making relevant information available at both trial and all appellate levels.

2.2.6 The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer and each individual Board member from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article.

2.2.7 It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this article.

2.3 Board Agenda

A copy of the agenda for all Regular and Special Board of Education meetings will be available on the District's website 48 hours prior to the meeting

2.4 Board Agenda Minutes

All official open Board meeting minutes will be available on the District's website within 10 days after Board approval.

2.5 Association Challenge

The rights granted herein to the Association shall not be granted or extended to any competing Employee organization unless the Association loses its exclusive bargaining representative status.

2.6 Communications

The Superintendent and representatives of the Association may schedule meetings at mutually acceptable times. The purpose of these meetings is to discuss mutual concerns and not for negotiations. Prior to the scheduling of such meetings, the Association President and Superintendent shall determine the agenda for such meetings. No more than three (3) local Association representatives shall be present and meetings so scheduled shall be held before or after the Employee's regularly scheduled work day.

2.7 Use of Buildings

The Association shall have the right, upon approval of the Superintendent or designee with respect to the availability of facilities, to use the school buildings for Association meetings at a time when school is not in session provided that

such meetings do not interfere with instructional and/or extra curricular programs. All meeting areas shall be approved by the Superintendent or his designee. Whenever special custodial service is required, the Board may make a reasonable charge for the service. Should the RESA wish to sponsor any activities beyond the scope of regular meetings for RESA members, the Association will be treated as any other organization under the building utilization policy.

2.8 Authorized Representatives on Campus

Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business before and after the Employee's work day and during the Employee's duty free lunch period provided they notify the Principal's office. The presence of the authorized representative shall not interfere or disrupt the instructional or extra-curricular programs of the District.

2.9 Use of Equipment

With the approval of the Superintendent or designee, the Association shall be allowed the use of school equipment except for Unit Office Equipment, provided that the use of said equipment does not interfere with instructional or extra-curricular programs. The Association shall purchase all supplies and materials used in the business of the Association except for plain paper copiers which shall be charged at a rate of \$.10 per copy. School equipment shall not be taken from the District's buildings. Use of equipment for Association business shall not take place during the Employee's work day. Equipment which may be allowed for Association use is as follows:

2.10 Mailboxes

The Association shall have the right to distribute notices of activities and matters of Association concern utilizing mailboxes designated for the Association.

ARTICLE 3: EMPLOYER RIGHTS

Except as limited by the provisions of this Agreement, the Employer retains traditional rights to manage and direct the affairs of the Employer in all of its various aspects and to manage and direct its Employees including but not limited to the following: to plan, direct, control and determine all the operations and services of the Employer; to direct the working forces; to establish the qualifications for employment and to employ Employees; to schedule and assign work; to establish work; to assign overtime; to determine the methods, means, organization, and number of personnel by which such operations and services shall be made; to make and enforce reasonable rules and regulations; to discipline, suspend, and discharge Employees for just cause; to change or eliminate existing methods, equipment, or facilities; provided, however, that the

exercise of any of the above rights shall not conflict with any of the provisions of this Agreement and shall not abridge or lessen any Employee or Association rights under Illinois law.

ARTICLE 4: GRIEVANCE PROCEDURE

4.1 Definitions

- 4.1.1 A grievance is a claim by the Association, Employee, or group of Employees involving an alleged violation, misinterpretation, or misapplication of the terms of this Agreement.
- 4.1.2 All time limits shall consist of Employee work days.
- 4.1.3 Nothing contained herein shall be construed as limiting the right of any Employee having a grievance to discuss the matter informally with his/her supervisor and to have the grievance adjusted, provided that the adjustment is not inconsistent with the terms of the Agreement and the Association is apprised in writing of said adjustment.

4.2 Procedure

The Parties hereto acknowledge that it is usually most desirable for an Employee and the immediately involved supervisor to resolve problems through free and informal communications. If, however, such informal processes fail to satisfy the Employee or are not utilized by the Parties, the following grievance procedure shall be followed:

- 4.2.1 **STEP 1** - The Grievant shall present the grievance in writing on the Grievance Form (APPENDIX A) within fifteen (15) days of the occurrence of the event giving rise to the grievance, specifying the article(s) or clause(s) alleged to have been violated, misinterpreted, or misapplied, and stating the remedy sought, to the supervisor immediately involved. The supervisor shall provide a written answer to the grievance of the aggrieved Employee within fifteen (15) days after the receipt of the grievance.
- 4.2.2 **STEP 2** - If the grievance is not resolved at Step 1, the Grievant may refer the grievance to the Superintendent or his/her official designee within ten (10) days after the receipt of the Step 1 answer. The Superintendent shall arrange for a meeting to take place within ten (10) days of his receipt of the appeal. Within ten (10) days of the meeting, the grievant shall be provided with the Superintendent's written response.

4.2.3 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 under the Federal Mediation and Conciliation Service (FMCS), which shall act as the administrator of the proceedings and which shall submit to the Parties a list of seven (7) arbitrators. From such list, the party initially request the arbitration shall strike three (3) names and the other party shall then strike three (3) names. The person whose name remains shall be the arbitrator. The arbitrator selected shall be notified of his/her selection and requested to contact the parties with respect to establishing a time and date for the hearing. Either party has the right to reject one list in its entirety and request that another list be submitted. The Parties agree, however, that the Voluntary Labor Arbitration Rules of the American Arbitration Association shall govern the proceedings. If a demand for arbitration is not filed within thirty (30) days of the date for the Step 2 answer, then the grievance shall be deemed withdrawn.

4.2.3.1 The arbitrator, in his opinion, shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. His authority shall be limited to deciding the issues presented to him in writing by the District and the Association, and his decision must be based upon his interpretation of the meaning or application of the relevant language of the Agreement. The arbitrator shall consider the Parties' positions on fairness and consistency.

4.2.3.2 Each Party shall bear the full costs for its representation in the grievance procedure.

4.2.3.3 If either Party requests a transcript of the proceedings, that Party shall bear full costs for that transcript. If both Parties order a transcript, the costs of the two transcripts shall be divided equally between the Board and the Association.

4.2.3.4 Each Party shall share equally the cost of the arbitrator.

4.3 General Provisions

4.3.1 Bypass - By mutual agreement of the Superintendent and Association President, any step of the grievance procedure may be bypassed. If the Superintendent and Association mutually agree, a grievance may be submitted directly to arbitration.

4.3.2 Class Grievance - Class grievances involving one or more Employees or one or more supervisors and grievances involving an

administrator above the building level may be initially filed by the Association at Step 2.

- 4.3.3 Non-Reprisal - No reprisals shall be taken by the Employer against any Employee as a result of the Employee's participation or refusal to participate in the grievance procedure.
- 4.3.4 Filing of Materials - All records relating to a grievance shall be filed separately from the personnel files of the Employee.
- 4.3.5 Grievance Withdrawal - A grievance may be withdrawn at any level without prejudice to the merits of the grievance and without establishing a precedent.
- 4.3.6 Timelines - Timelines may be extended by written mutual agreement of the Superintendent and Association President. The failure of a grievant to timely file or process a grievance shall render the grievance procedurally defective and constitute a bar to further appeal. The failure of an Administrator or the Board to timely respond to a grievance shall cause the grievance to proceed to the next step.
- 4.3.7 End of School Term Grievances - By mutual agreement of the Parties, any end of school term grievance may be reduced to calendar days in order to expedite the procedure.
- 4.3.8 AAA Rules - The Parties shall use the Voluntary Labor Arbitration Rules unless there is mutual agreement by the Superintendent and Association President to use the Expedited Arbitration Rules.
- 4.3.9 Costs - The fees and expenses of the arbitrator shall be shared equally by the Parties.
- 4.3.10 Court Reporter - If only one Party requests the presence of a court reporter, that Party shall bear the cost of the reporter.
- 4.3.11 Settlement - By mutual agreement a grievance may be settled at any step without establishing a precedent, provided such settlement is not in violation of this Agreement.
- 4.3.12 Investigation - By mutual agreement between the Superintendent and Association President, investigation, handling, or processing of a grievance by the grievant may be conducted during the work day.
- 4.3.13 Representation - The Board acknowledges the right of an Employee to have an Association representative present at any

step in the grievance process. No Employee shall be required to discuss any grievance if the Association representative is not present, if one is requested.

- 4.3.14 Released Time - If there is mutual agreement between the Superintendent and Association President to hold an arbitration hearing during the work day, the Association may have its witnesses released, provided that the Association reimburses the District for the cost of substitutes employed.

ARTICLE 5: WORK YEAR, HOLIDAYS, AND VACATIONS

5.1 Work Year

- 5.1.1 The regular work year for all Employees shall consist of regular paid work days or any leave days in lieu thereof.
- 5.1.2 The regular work year for Employees shall be scheduled by the Superintendent after a review of District needs and shall include the following minimum days of work, including any days which may be lost as a result of natural or manmade disasters:
- 5.1.2.1 Secretaries -- 211 days (or additional days as determined by the Superintendent)
 - 5.1.2.2 Secretaries/Receptionists -- 193 days (or additional days as determined by the Superintendent)
 - 5.1.2.3 Library Aides -- 183 days (or additional days as determined by the Superintendent)
 - 5.1.2.4 Health Aide/Non-Certified Nurse -- 180 days (or additional days as determined by the Superintendent)
 - 5.1.2.5 Teacher Aides/Student Aides -- All days when students are in attendance (or additional days as determined by the Superintendent)
 - 5.1.2.6 Playground Aides -- 170 days

5.2 Paid Holidays

- 5.2.1 Paid holidays are those days set aside on the calendar when the Employees are not required to work but receive work credit and are paid their regular daily rate of pay.
- 5.2.2 The following days shall be paid holidays in addition to the regular work year: (1) Labor Day, (2) Columbus Day, (3) Veteran's Day, (4) Thanksgiving, (5) Christmas, (6) New Years' Day, (7) Martin Luther King Day, (8) Lincoln's Birthday or Presidents' Day

whichever the District chooses, (9) Casimir Pulaski Day, (10) Good Friday, and (11) Memorial Day.

5.2.3 Employees shall receive the following numbers of paid holidays if the day falls within their normal work year:

5.2.3.1 Secretaries -- 11 paid holidays

5.2.3.2 Secretaries/Receptionists, Library Aides, Health Aide/Nurse, Teacher Aides, and Student Aides -- 11 paid holidays

5.2.4 When holidays fall on a weekend and are observed by the District on either the preceding Friday or following Monday, the Employee shall not be expected to work but will receive pay for the day. If a holiday falls on a weekend but is not observed by the District on either the preceding Friday or following Monday, the Employee will receive his/her regular rate of pay for the day with the Saturday or Sunday paid holiday being placed on the time card for a total of six (6) days "straight time" pay for the week. If the holiday to honor Casimir Pulaski becomes a regular scheduled school day, change the holiday given to that day to the Friday after Thanksgiving.

5.2.5 Employees who begin work for the District after the start of the regularly scheduled work year shall receive paid holidays for contracted days to be worked in accordance with 5.2.3. For purposes of this Article the start of the regular work year shall be July 1.

5.3 Vacation

5.3.1 Vacation days are those days on which Employees are not required to work but for which they receive work credit and are paid their daily rate of pay. Vacation days may be used either consecutively or non-consecutively. Unused vacation days may accumulate for two (2) years and up to a maximum of twenty (20) days. An employee who gets 10 vacation days each year will not accumulate more than 30 days total and:

15 vacation days/year – not more than 45 days total

20 vacation days/year – not more than 60 days total

23 vacation days/year – not more than 69 days total

5.3.2 Regular annual vacation benefits are determined by the employment anniversary date of each Employee. The allowable number of regular annual vacation benefits by category are as follows:

5.3.2.1 Secretaries receive

- 5.3.2.1.1 5 days until completion of the seventh (7th) anniversary date of employment
- 5.3.2.1.2 7 days after the seventh (7th) anniversary date of employment
- 5.3.2.1.3 10 days after the tenth (10th) year anniversary date of employment
- 5.3.2.1.4 15 days after the fifteenth (15th) anniversary date of employment
- 5.3.2.1.5 17 days after the twentieth (20th) anniversary date of employment.

5.3.2.2 All Other Classifications shall receive

- 5.3.2.2.1 5 days after the tenth (10th) anniversary date of employment
- 5.3.2.2.2 6.5 days after the twentieth (20th) anniversary date of employment.

5.3.3 Other provisions governing regular annual vacation benefits

- 5.3.3.1 Employees shall not receive vacation during the probationary period but shall be retroactively credited after completing probation.
- 5.3.3.2 Vacation days may be taken at any time students are not in attendance or at other times with the approval of the Superintendent.
- 5.3.3.3 A request for the use of vacation days shall be filed with the immediate supervisor who shall schedule vacation days within the context of the needs of the District. If there is a conflict on the scheduling of a vacation between Employees, seniority within classification shall be used to determine which Employee has the first choice of available dates.
- 5.3.3.4 Employees whose employment terminates shall be paid for all unused vacation. In the event that employment terminates between anniversary dates, regular vacation benefits shall be prorated as follows:
 - 5.3.3.4.1 Days worked shall be divided by the applicable work year in 5.1.2.1 through 5.1.2.6. to determine the percentage of regular vacation benefits earned.

- 5.3.3.4.2 The resulting percentage shall be multiplied by the allowable number of regular vacation benefits set forth under 5.3.2 to establish the Employee's vacation entitlement.

5.4 Miscellaneous

Neither vacation days nor paid holidays shall be used to extend the regular work week beyond forty (40) hours for the purposes of collecting overtime, unless the Employee is required to work forty (40) hours, notwithstanding approved holidays and vacations.

ARTICLE 6: WORK HOURS AND WORK DAYS

6.1 Work Days

The standard work week shall be Saturday through Friday, with the regular hours of work each day to be consecutive as provided herein.

6.2 Work Hours

The work hours for classifications covered by this Agreement shall be defined as follows:

- 6.2.1 Secretaries, and Secretaries/Receptionists shall work eight (8) hours
- 6.2.1.1. Library Aides shall work seven and one-half (7.5) hours.
- 6.2.2 The Health Aide shall work eight (8) hours.
- 6.2.3 Teacher Aides' and Student Aides' hours shall be not less than four (4) hours per day unless otherwise dictated by the I.E.P. The Board shall have the authority to extend the work day to seven (7) hours in the event the Board determines that the aide position shall be for a full student day.
- 6.2.4 All Employees who work four (4) or more hours each day shall be provided an uninterrupted duty-free lunch period of not less than thirty (30) minutes. The lunch/break period is required, and shall be unpaid and in addition to hours stated in subsections 6.2.1 through 6.2.3.
- 6.2.5 All Employees shall receive a fifteen (15) minute paid break at some point during each four (4) hour period of work or major

fraction thereof. This break is in addition to the required lunch/break (6.2.4) if working more than four (4) hours.

- 6.2.6 The actual starting and ending times of the work day shall be established by the Superintendent.
- 6.2.7 When school is delayed or canceled by the Superintendent during emergency conditions, Employees are not expected to begin or stay longer than the student population or during hazardous weather conditions when students are not in session. If students are not present, it shall be left to the discretion of the Employee whether to complete the work day or leave. Hours of pay will be credited only for those hours that the Employee is on duty. If the Employee elects to leave but does not wish to lose pay, he/she may utilize available personal business leave days in increments of one (1) hour or vacation days in increments of one (1) hour if no personal business leave remains

6.3 Overtime and Compensatory Time

- 6.3.1 Regular overtime shall be considered all work over and above the standard work week of forty (40) hours, Monday through Friday.
- 6.3.2 Saturday overtime shall be considered any work performed on Saturday.
- 6.3.3 Sunday or District-observed paid holidays overtime shall be considered any work performed on such days. Whenever an Employee performs Sunday or district-observed paid holiday overtime, a minimum of two (2) hours will be credited to the Employee. District-observed holiday time will be paid as double time.
- 6.3.4 The Employer shall have the right to assign regular overtime, and weekend and holiday overtime on an equitable basis.
- 6.3.5 Any overtime work must be requested by the immediate supervisor.
- 6.3.6 Whenever an Employee works overtime, the Employee shall be paid for such overtime in the next appropriate paycheck unless the Employee and Employer mutually agree to place earned overtime in a compensatory time account. Compensatory time may be used at any time with the consent of the Employer. All compensatory time not used shall be converted to overtime and paid to the Employee.

ARTICLE 7: HEALTH AND SAFETY PROVISIONS

7.1 Medical Examination

Prior to initial employment, the Board shall require a medical examination, and pay up to \$25 for such examination. At any time during employment, the Board retains the right to require a medical examination and laboratory tests. In such cases, the Board shall have the option to determine the physician and shall pay the costs of the examination and laboratory tests. If an Employee disagrees with the findings of any Board-required examination and laboratory tests and if such findings may lead to disciplinary action against or discharge of the Employee, the Employee shall have the option to seek a second opinion at Employee expense with the physician appointed by the medical society of Rock Island County, and such second opinion shall take precedence.

7.2 Conditions of Work

If, during the performance of assigned duties, the Employee becomes aware of a potentially unsafe condition, the Employee shall report this situation to his/her immediately involved supervisor who shall investigate the alleged condition.

7.2.1 If the condition is determined unsafe by the supervisor, proper equipment shall be provided or the Employee's work assignment shall be modified. If the supervisor is unavailable or the supervisor determines that the condition is unsafe but does not correct the unsafe condition, the Employee shall not be required to perform duties under the unsafe condition.

7.2.2 If the condition is determined by the supervisor to be safe, an Employee who disagrees with his/her supervisor shall have the option to work, then grieve, or to refuse to perform work under the condition pending the final grievance outcome(s). An Employee selecting the latter option shall in no way be penalized if his/her grievance is sustained but shall be penalized by the discipline procedure contained in this Agreement if his/her grievance is denied.

7.3 Employee Protection and Absence Due to Job Injury

7.3.1 Employees have the right, within the scope of Board policy, to use such force as necessary to protect themselves, other employees, or students from physical assault or injury. In any cases of assault while Employees are performing their assigned duties, the Board shall notify the proper authorities after the incident has been reported to the Superintendent.

- 7.3.2 Employee absences due to injury incurred in the course of an Employee's work day while completing assigned duties shall be treated as sick leave. However, income received from Worker's Compensation shall be deducted from the District's compensation liability to the Employee. The intent of the District is that in no case shall the Employee who was injured while performing duties receive more than one hundred percent (100%) of his/her gross salary. If an Employee, who is injured on the job, receives no direct District salary benefits, no sick leave benefits shall be deducted. If an Employee, who is injured on the job, receives direct District salary benefits, sick leave benefits will be deducted on a pro-rata basis except for assault relating to job function - i.e., total direct District salary benefits divided by the Employee's regular per diem salary. No sick leave benefits will be deducted for any assault relating to job function.

ARTICLE 8: SENIORITY

- 8.1 Seniority is the length of the Employee's continuous service in the District, commencing with the Employee's first working day.
- 8.2 Seniority is lost upon the following:
- 8.2.1 Resignation
 - 8.2.2 Dismissal for cause
 - 8.2.3 Retirement
 - 8.2.4 Layoff beyond one (1) year
 - 8.2.5 Employment in a position excluded from the bargaining unit
- 8.3 Seniority is retained but does not accrue during the following:
- 8.3.1 Unpaid leave of absence other than short-term, temporary leaves
 - 8.3.2 During any period of layoff
- 8.4 Seniority will continue to accrue during the following:
- 8.4.1 Continuous employment
 - 8.4.2 Short-term (less than one school year) temporary paid leave of absence
 - 8.4.3 Short-term (less than one school year) temporary unpaid leave of absence
- 8.5 Ties in seniority shall be broken by lot.
- 8.6 Not later than each October 1, the Board shall publish a seniority list for all Employees and separate seniority lists for each of the following classifications:

- 8.6.1 Secretaries, Secretaries/Receptionists, Secretary/Guidance
- 8.6.2 Health Aide/Non-Certified Nurse
- 8.6.3 Playground Aides, Teacher Aides, all designated "Aides"
- 8.6.4 Library Aides

ARTICLE 9: REDUCTION-IN-FORCE

9.1 Notification

Whenever the Board determines that the number of positions in the bargaining unit must be reduced, the Employees who are subject to removal shall receive notice by registered mail in accordance with The School Code of Illinois.

9.2 Procedure

Reduction-in-force shall be made on the basis of seniority accrued. Employees with the least seniority in the affected classification, as defined in subsections 8.6.1 through 8.6.7 shall be removed in such sequence (i.e., least to most senior) until the necessary reduction has been made.

9.3 Transfer Option

Provided a vacancy exists in another classification, an Employee who will be dismissed due to reduction-in-force shall have the option to transfer to that opening if said Employee can demonstrate such qualifications to the Board and has not received an unsatisfactory evaluation for two (2) years.

9.4 Reemployment Rights

9.4.1 If the Board increases the number of Employees or if an Employee resigns after the layoff, the Board shall first offer reemployment to the Employee laid off in the reverse order of the layoff (i.e., most senior laid off Employee in the affected classification recalled first).

9.4.2 If an Employee who is dismissed through reduction-in-force becomes qualified and can demonstrate such qualifications for a classification other than his/her present classification, the Employee shall be offered reemployment to any such vacancy provided said Employee has not received an unsatisfactory evaluation for two (2) years.

9.4.3 An Employee shall retain reemployment rights for two (2) years from the beginning of the following school term.

9.4.4 An Employee's failure to respond affirmatively within five (5) calendar days after receipt of the Board's notice sent by certified mail to the

Employee's address on file with the Board shall result in the termination of the Employee's right of recall thereafter.

ARTICLE 10: VACANCIES AND TRANSFERS

10.1 Definitions

- 10.1.1 A "Vacancy" shall be an opening in any bargaining unit position not otherwise filled by Employees returning from a leave of absence or being reemployed after a period of layoff.
- 10.1.2 A "Transfer" shall be any change from one bargaining unit position to another either within or across classifications, designations, or a fundamental change in the work location or work day.
- 10.1.3 A "Voluntary Transfer" shall be any transfer resulting from an Employee-initiated request or Employee acceptance of an Employer request to transfer.
- 10.1.4 An "Involuntary Transfer" shall be any Employer-required transfer.

10.2 Procedures

- 10.2.1 Whenever a vacancy occurs, the Superintendent shall notify all Employees of said vacancy. Employees desiring a voluntary transfer will have five (5) days to file a written request with the Superintendent. If an Employee does not work during the summer and desires to be notified of any openings which occur during that period, the Employee shall receive a copy of such vacancy notices upon written request to the Superintendent.
- 10.2.2 In filling vacancies, consideration of transfer requests shall be made in relation to all other applications. In the event that applicant qualifications are deemed relatively equal, the internal transfer request shall take precedence. If two or more Employees request a transfer, and all qualifications are relatively equal, the voluntary transfer shall be granted to the most senior Employee.
- 10.2.3 In the event that an involuntary transfer must be made, the least senior Employee qualified to perform the job shall be transferred.
- 10.2.4 Any Employee who is involuntarily transferred shall be given written reason(s) for such transfer. No transfer shall be made for arbitrary or capricious reason(s).

10.2.5 Involuntary transfers for temporary periods of time may be made when emergency circumstances exist.

10.3 Summer Work

Employees, who are employed for less than a full year and who desire to obtain temporary summer work within their regular job responsibilities, shall be offered such work before new temporary employees are hired. Employees shall receive first consideration for temporary summer work outside of their regular job responsibilities.

ARTICLE 11: JOB DESCRIPTIONS

Within ninety (90) days of ratification of this contract, the Board shall cause job descriptions to be prepared for all individual job titles and classifications represented by the Association.

During the period of preparation, the Association may submit, in writing, suggestions for items that may be included in said job descriptions.

All job descriptions shall contain reasonable detail assuring that all Employees have an understanding of the basic duties and responsibilities associated with the particular job function. Duties not specified in reasonable detail shall be limited to the type of work normally associated with that individual job title.

All job descriptions shall be reviewed annually and modified, as necessary, to meet the changing needs of the District. No Employee shall be required to sign an individual work contract prior to the annual review.

A copy of all job descriptions in the bargaining unit shall be provided to the Association President prior to orientation.

11.1 Statement of Job Description

Aides are hired with a specific purpose in mind, and are expected to fulfill the description of their job. When the day-to-day operations of the school require an aide to fulfill another role within the building, the Administrator, or his/her designee will first acknowledge the position for which the aide was hired, and only after assurances to that position are met, shall the aide be asked to fulfill the role of another position.

11.2 Highly Qualified

"No Child Left Behind" requires that aides working with students meet minimum certification requirements. In the absence of the minimum number of college credit hours required to be "highly qualified," aides may participate in an

alternative program, and subsequent test to become "highly qualified." Aides hired, who participate in this alternative program, may request reimbursement for the cost of this certification requirement from the Superintendent's Office, as long as the program was a direct requirement of employment, and if successful completion of the program was within 90 days of the first day of employment.

11.3 Inservice Opportunities

One of the many jobs of a paraprofessional is to reinforce, review and give support to previously taught concepts with students. Paraprofessionals may attend any teacher inservice with pay if approved by the building Principal.

ARTICLE 12: EVALUATION

12.1 Orientation

The immediate supervisor shall acquaint each Employee under his/her supervision with the evaluation procedure and the standards of performance for the duties contained in the Employee's job description. Orientation may be done on a group or individual basis. No Employee shall be evaluated until the Employee has been through an orientation. At the orientation the Employee shall receive a copy of his/her job description.

12.2 Evaluation

12.2.1 Probationary Employees shall be evaluated at least once during the probationary period. After the probationary period has been met by the Employee, the Employee shall be evaluated at least once every calendar year.

12.2.2 All evaluations shall be in writing, and the Employee shall be provided with a copy. An Employee shall have the right to respond to any evaluation and to have his/her response attached to the file copy of his/her evaluation. The Employee shall be given a copy of his/her response with the signature of the Superintendent or his designee to acknowledge receipt thereof.

12.2.3 A conference shall be held to discuss an evaluation.

12.2.4 Agreeing to the procedures herein does not limit the right of Employer to utilize informal observations to evaluate an Employee's performance of assigned duties or an Employee's adherence to reasonable work rules.

12.2.5 All evaluations shall include a statement whether an Employee's work performance is satisfactory or unsatisfactory.

12.2.6 Over the life of this Contract, RESA and the Board will meet to negotiate new evaluation (appraisal) instruments for each work category. The intended purpose for this is to update the documents, to more accurately appraise each employee, according to their assigned duties. This also includes the addition of an Appendix B3, an evaluation form for aides.

12.2.7 Evaluation Forms (See Appendix B)

12.3 Remediation

The immediate supervisor shall provide the Employee with reasonable recommendations to eliminate difficulties noted in any evaluation.

12.4 Recommendations

12.4.1 The immediate supervisor shall make a recommendation regarding the employment status of each probationary Employee prior to the end of probation:

12.4.1.1 That the Employee's work performance is satisfactory and that the Employee be taken off probation.

12.4.1.2 That the Employee's work performance is unsatisfactory and that the Employee remain on probation for one (1) additional period of forty-five (45) days or a maximum of ninety (90) days from the date of initial employment.

12.4.1.3 That the Employee's work performance is unsatisfactory and the Employee be dismissed.

12.4.2 The immediate supervisor shall make an annual recommendation regarding the employment status of each non-probationary Employee:

12.4.2.1 That the Employee's work performance is satisfactory and that the Employee continue his/her employment in the District.

12.4.2.2 That the Employee's work performance is unsatisfactory but that the Employee continue his/her employment in the District.

12.4.2.3 That the Employee's work performance is unsatisfactory and that the Employee be dismissed.

12.5 Limitations

Any grievance filed relative to this Article shall be limited to the specific provisions as outlined above.

ARTICLE 13: EMPLOYEE DISCIPLINE AND TERMINATION PROCEDURES

13.1 Probation

A newly hired Employee shall be considered to be a probationary Employee for the first forty-five (45) days of employment and within forty-five (45) days may be discharged at any time without notice, additional compensation, or assigning any reason whatsoever. The Superintendent may extend the forty-five (45) days to ninety (90) days by giving written notice to the employee before the forty-five (45) days are completed. For purposes of this article "days" are considered working days.

13.2 Records

Falsification of records or application forms, other than through the inadvertence of the Employee, is grounds for immediate dismissal. Repeated errors over time and with notice shall not be considered inadvertence.

13.3 Termination of Employment

- 13.3.1 After the Employee has met his/her probationary period, the employment of an Employee may be terminated upon action of the Board of Education. At any time, the Employee may be suspended by the Administration without pay pending review by the Board. If the review does not result in termination, the employee shall be reinstated recovering all pay and benefits.
- 13.3.2 Specific reason(s) for termination of employment shall be presented to the Board of Education in writing, and a copy of such reasons shall be supplied to the Employee and to the Association.
- 13.3.3 Termination of employment after probation shall be accompanied by at least two (2) weeks notice except in cases in which the Board of Education concludes that continued presence of the Employee on the premises will be detrimental to the best interests of the school in which cases employment may be terminated immediately upon notice, along with two (2) weeks pay in lieu thereof; providing, however, that if such employment is terminated by reason of gross misconduct, no severance pay shall be granted. The employee

shall receive vacation pay for all unused vacation days earned to said termination.

13.4 Disciplinary Action

Disciplinary action will be progressive and, except for gross misconduct, shall be in accordance with the following steps. The sequence and necessity for the following steps in cases of gross misconduct will be determined by the Superintendent depending upon the circumstances of each case.

1. Verbal Warning
2. Written Warning
3. One to twenty day suspension. (With or without pay)
4. Termination

13.5 The decision to discipline or terminate rests with the Board of Education.

13.6 The Employee shall have the right to representation by the Association during any meeting which reasonably could result in disciplinary action in the judgment of the Employee. Such judgment shall rest with the Employee. At any point in a discussion with a supervisor the Employee shall have the right to terminate said discussion and seek representation as provided for in this Article.

ARTICLE 14: LEAVES

14.1 Sick Leave

14.1.1 Employees shall be entitled to paid sick leave. Unused sick leave may accumulate to two hundred and forty (240) days plus the maximum allowed by classification of Employee.

14.1.2 Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness, or death in the immediate family.

14.1.3 For the purpose of sick leave and bereavement, "immediate family" shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, step-brothers, step-sisters, step-children, step-grandparents, step-grandchildren, parents-in-law, brother-in-law, sister-in-law, children-in-law, and legal guardians. Sick leave and bereavement leave for the immediate family are limited to three days, but may be extended with permission from the Superintendent. One day sick leave will be granted for aunts, step-aunts, uncles, step-uncles, first cousins, and close family friends, but that time may be extended with permission from the Superintendent.

- 14.1.4 After an absence of three (3) days for personal illness, the Employee may be required to furnish a physician's certificate of treatment.
- 14.1.5 Excessive absenteeism or a recurring pattern of absenteeism shall be reviewed by the Superintendent and/or his designee. The Superintendent may request an examination in accordance with the provisions of 7.1 herein.
- 14.1.6 The Employer shall furnish each Employee with the total number of accumulated hours of sick leave. Current sick leave information is found on direct deposit receipts each pay day.
- 14.1.7 Sick leave entitlement shall be at the rate of one (1) sick leave day for each sixteen and seven-one hundredths (16.07) contracted work days.
 - 14.1.7.1 Secretaries receive thirteen (13) days per year.
 - 14.1.7.2 Secretaries/Receptionists receive twelve (12) days per year.
 - 14.1.7.3 Library Aides receive eleven (11) days per year.
 - 14.1.7.4 Health Aide/Nurse receive eleven (11) days per year.
 - 14.1.7.5 Teacher Aides and Student Aides receive eleven (11) days per year.
 - 14.1.7.6 Sick leave may be taken in increments of no less than one (1) hour.
- 14.1.8 Employees shall not receive sick leave during the probationary period but shall be retroactively credited or paid, if applicable, after completing probation.
- 14.1.9 In a circumstance of a family death outside the immediate family an Employee shall be entitled to use vacation or personal business leave without advance notification; however, an Employee shall provide such notification upon his/her return to work.
- 14.1.10 Family Medical Leave - Employees may have up to a total of twelve (12) weeks of leave for family medical reasons. The twelve (12) weeks will include paid or unpaid leave. District provided insurance continues as described in this contract. The fundamental reasons for the family medical leave are to care for a newborn, newly

adopted or foster child, an immediate family member with a serious health condition, or an employee's own serious health condition.

14.2 Association Leave

Eight (8) days with pay per year (non-accumulative) shall be granted to the Association to send representatives of its choice to the IEA-NEA Representative Assembly, the NEA Representative Assembly, and other Association activities. Notification of such leave shall be submitted in writing at least ten (10) days in advance of the date of the leave. The Association shall reimburse the Board for the cost of a substitute, if the board employs and uses such substitute.

14.3 Personal Business Leave

Each Employee shall be entitled to two (2) personal business days with pay, which may be accumulated to a total of four (4) days, provided the following conditions have been met:

- 14.3.1 For personal business leave use, Employees shall submit a written request at least three (3) working days in advance of the leave, except in emergencies. If notification is less than three (3) working days, an employee may be required to give an explanation verbally to his/her building principal or superintendent.
- 14.3.2 Leave shall be granted for personal business or emergency matters which cannot be done on non-work days or during non-work hours. Personal business day may not be used before or after a legal holiday or vacation. The superintendent may grant the personal business day on a case by case basis, based on a verbal or written explanation.
- 14.3.3 Personal business leave may be used in increments of one (1) hour, one-half (1/2) day, or one (1) day on any one day an Employee needs to miss work due to personal business or an emergency.
- 14.3.4 Employees are entitled to personal business leave after completing probation. If personal business leave for emergency reasons is used during probation, an Employee shall receive pay for such day retroactively after the probation period.
- 14.3.5.1 Unused personal business leave shall be added to accumulated sick leave.

14.4 Training Leave

Each Employee may be granted leave with pay for the purpose of attending training related to the Employee's job assignment. Leave requests shall be made at least one (1) week in advance of the leave and shall be granted at the discretion of the employer.

14.5 Extended Discretionary Leave

An Employee may be granted leave without pay at the discretion of the Superintendent. Such requests shall be made in writing to the Employer and shall contain the reason for the leave. If the nature of the leave involves an emergency, the Employee shall be granted a temporary unpaid leave upon request.

14.5.1 No-pay Days

A no-pay day may be allowed by the Superintendent only after all personal days and vacation days have been used, and only for a "once in a lifetime experience." A request for a no-pay day must be made in writing at least 1 day prior to the requested day. Days taken without pay that are not properly approved may result in discipline being taken under 13.4.

14.6 Anticipated Medical Disability Leave

14.6.1 Employees on a permanent status, who have an anticipated medical disability (e.g., pregnancy, corrective orthopedic surgery, voluntary sterilization procedures, etc.), may utilize accumulated sick leave for such disabilities.

14.6.2 Sick leave benefits shall commence at any time when the Employee is not capable of performing job functions. The date of an Employee's incapacity shall be determined and documented by the physician, if required by the Employer.

14.6.3 Sick leave benefits shall terminate the day following a complete medical release by a physician. If required by the District, the Employee shall provide documentation of such release.

14.6.4 If the Employee exhausts his/her sick leave benefits or wishes to remain at home for the purpose of extended recuperation or newborn care, the Employee shall be granted a short-term, unpaid leave for that purpose.

- 14.6.5 Sick leave benefits with pay may only be used for absence for regularly scheduled days of work.

14.7 General Leave of Absence Without Pay

Leaves of absence without pay shall be granted to non-probationary Employees for the reasons of personal illness, illness in the immediate family, or child care for a period of time not to exceed two (2) years. The provisions of 14.7.1, 14.7.4, 14.7.5, and 14.7.6 shall apply to such leaves. In addition, the provisions of 14.7.2 shall apply to leaves requested for the purpose of child care.

Leaves of absence without pay may be granted to Employees for other reasons acceptable to the Board. Such Employees must be on permanent status and desire to return to employment in a similar capacity at a time mutually consistent with the needs of the District as determined by the Superintendent. Provisions 14.7.1 through 14.7.6 shall apply to leave requests.

- 14.7.1 Written requests for leaves of absence without pay should be made at least ninety (90) days before the leave is desired. The ninety (90) days shall be waived under emergency circumstances and for reasons which make the standard inapplicable.
- 14.7.2 Dates of departure and return must be acceptable to the administration and determined prior to initiating the request.
- 14.7.3 Leaves of less than six (6) months, if acceptable and approved by the Superintendent, will not require Board approval nor three (3) months notice.
- 14.7.4 Employees will not advance on the salary schedule while on any approved leave of absence without pay unless working at least over fifty percent (50%) of their schedule days of work between July 1 and June 30.
- 14.7.5 An Employee on a leave of absence without pay shall not lose his/her permanent status. Article 8.0 shall govern seniority during the leave.
- 14.7.6 Employees on such leave may continue insurance benefits subject to the insurance carrier and if they reimburse the District for the costs of the insurance premium at least ten (10) days prior to the due date.

14.8 Playground Aides

Playground aides receive only sick leave benefits in this Article.

14.9 Coaching Leave

Any RESA member hired to coach a sport in the Riverdale School District shall be treated as any other coaches in the school district; meaning if the sport they are coaching goes to Regionals, Sectionals, or State during school hours and the RESA member must miss regular work time to attend these events with their team; they will be paid by the school district for their regular work time away without having to use their own personal time or without a deduction from their coaching pay.

ARTICLE 15: WAGES AND SALARIES

15.1 Salary Schedule

The basic wage rate is set forth in the Salary Schedule, which is contained in Appendix C.

15.2 Advancement on Salary Schedule

All Employees shall advance one (1) step on the Salary Schedule for each year of experience in the District until the respective Salary Schedule maximum for the position is attained. Employees must be employed for more than fifty percent (50%) of the regularly scheduled work days to advance. If the Employee works less than fifty percent (50%) of the regularly scheduled work days, the Employee shall not advance until the second work year.

15.3 Overtime Compensation

15.3.1 The rate for regular overtime in excess of the normal work week, and for Saturday overtime, shall be one and one-half (1 1/2) times the Employee's hourly Salary Schedule rate.

15.3.2 The rate for Sunday or District-observed holiday overtime shall be one and one-half (1-1/2) times the Employee's hourly Salary Schedule rate.

15.3.3 Call-back time, except Sunday or District-observed holiday overtime, shall be for a minimum of one (1) hour.

15.4 Pay Periods and Pay Dates

Employees will receive pay through direct deposit every other Friday. Time cards shall be given to the immediate supervisor or administrator on the Friday preceding each pay period.

15.5 Temporary Transfer Pay

Pursuant to the provisions of 10.2.5, an Employee shall be paid at his/her regular rate of pay if he/she performs such work for five (5) or fewer days. If an Employee works more than five (5) consecutive days, the Employee will be paid an additional step for the second five (5) days and two (2) steps for the third five (5) days continuing for all consecutive days thereafter.

15.6 Activity Pass

Each Employee shall receive without charge an activity pass for his/her guest, himself/herself and his/her family, provided children are in school grades K-16, at the beginning of each school year.

15.7 Tuition Reimbursement for Aides

Each aide will be reimbursed a maximum of \$150 per school year for college class tuition to improve their job qualifications.

In order to qualify for tuition reimbursement, the college coursework shall meet the approval of the Superintendent, so that the course shall either improve the aides ability to work with students, or be part of a college qualified degree program in education.

An official transcript must be received by the Superintendent prior to the Board authorizing payment at its next regular meeting.

Reimbursement will only take place for those courses completed during the actual employment period of the aide.

Courses approved, but completed during the summer, will only be reimbursed if the aide returns for the fall semester.

15.8 Early Retirement Bonus

The Employee, age 64 and younger, and otherwise qualified may participate in one of the following: Early Retirement Bonus or a District #100 Board approved ERI program. The Board of Education must approve participation before implementation of Option B.

A. Early Retirement Bonus:

An Employee who (a) has fifteen (15) or more years of continuous employment with the District and (b) will be at least age fifty-five (55) at the time of his/her retirement or may be less than fifty-five (55) but eligible for disability under the Illinois Municipal Retirement Fund (IMRF) shall qualify for a multi-year retirement bonus if the Employee provides eight (8) or more months of advance notice of intent to retire and a resignation for reasons of retirement. The stipend shall be paid to the Employee so that the final rate of earnings under the IMRF is maximized to the greatest

extent possible. Current IMRF rules and regulations will be used to determine payments in order to maximize IMRF benefits.

<u>Years of Service</u>	<u>Stipend</u>
15	\$3,000
20	\$3,500
21	\$3,600
22	\$3,700
23	\$3,800
24	\$3,900
25	\$4,000
26	\$4,100
27	\$4,200
28	\$4,300
29	\$4,400
30	\$4,500

B. IMRF/ERI Program

Employee/Employer will follow all rules pertaining to the IMRF/ERI Program which includes the Employer's right to determine the Employee's termination date up to one (1) year from the effective date of the program.

15.9 CPR/First Aid Training

The Board will provide CPR/First Aid training for all RESA employees expected to serve as lunchroom aides, playground aides, or any position requiring supervision of children when the school nurse might not be present. These RESA employees will be compensated at their regular rate for the training

15.10 Substitute Teacher

Any Employee who has a properly registered certified teaching certificate and is asked by an administrator, or authorized secretary, to serve as a substitute teacher shall be paid substitute teacher pay of \$100 per day, \$50 per half day, or \$12.50 per period (45 mins. at the Elem.) or their regular pay whichever is higher.

ARTICLE 16: INSURANCE

16.1 Coverage

The Board shall provide insurance protection at not less than the 1984-1985 areas of coverage and level of benefits therefor. The Board shall provide and pay the premium for a Ten Thousand Dollar (\$10,000) term life insurance policy with double accidental death and dismemberment protection for each Employee.

16.2 Eligibility

Any Employee working thirty (30) hours a week or more shall be eligible to participate in the insurance plan.

16.3 Contribution

For employees hired prior to May 1, 2007, the Board of Education shall pay 95% of the premium for each individual employee, and 65% of the additional cost for each employee electing employee/spouse, employee/dependent or family coverage. For employees hired on or after May 1, 2007, the Board of Education shall pay 75% of the premium for each individual employee, and no additional cost for an employee electing employee/spouse, employee/dependent or family coverage. The Board shall pay the full cost of the Employee's term life insurance premium.

When health insurance premium costs increase by more than 8%, all employees shall contribute 50% of the increased health insurance premium cost over that 8%.

16.4 Information and Enrollment

On or before June 1 of each year the Board shall provide a written description of insurance benefits and coverages to each Employee. Any insurance plan utilized pursuant to this article shall have open enrollment assuming the Employee meets the enrollment qualifications of the carrier.

16.5 Flexible Spending Account

The Board agrees to institute a flexible spending account (FSA) for medical expenses and a separate FSA for dependent care. The Board further agrees to pay the administrative costs for start-up, and Employees choosing to participate shall pay the monthly FSA fee. The parties agree that the dependent care FSA may be used for any non-medical dependent care expenses permitted by law, whether child care or elder care. The parties agree that the medical FSA may be used for pre-tax payment of nonreimbursed medical expenses including, but not limited to, health insurance premiums not paid by the Board of Education, deductibles, co-insurance obligations, noncovered medical services or treatments, dental expenditures, orthodontia, and optical expenses. The FSA shall begin each January 1.

ARTICLE 17: COMPLIANCE AND DURATION PROVISIONS

17.1 Strikes

The Association agrees not to strike or engage in any concerted job action which would disrupt the normal operation of the District during the term of this Agreement.

17.2 Separability

All parts of this Agreement must be in compliance with the School Code of Illinois and applicable state and federal laws. Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

17.3 Effect of Agreement

The terms and conditions set forth in this Agreement represent the full and complete understanding between the Parties. The terms and conditions may be modified only through the written mutual consent of the Parties.

17.4 Individual Contracts

Any individual contract between the Board and an Employee heretofore and hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language which is inconsistent with this Agreement, this Agreement during its terms shall be controlling.

17.5 Duration

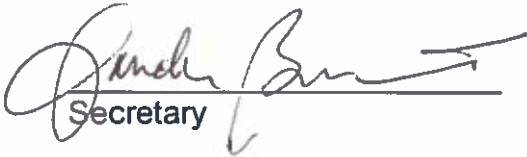
This Agreement shall be effective July 1, 2017 and shall remain in effect until June 30, 2020.

This Agreement is made and entered into at Port Byron, Illinois, on this 28th day of August, 2017, by and between the Board and Association.

FOR THE
RIVERDALE EDUCATIONAL
SUPPORT ASSOCIATION - IEA/NEA

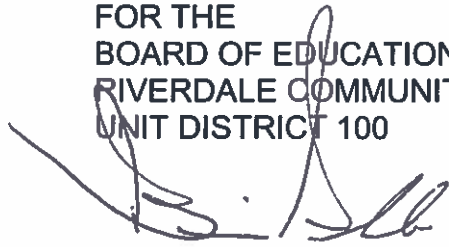


President

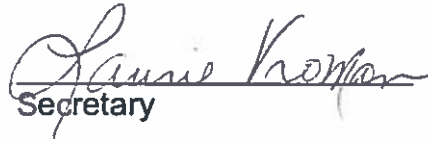


Secretary

FOR THE
BOARD OF EDUCATION
RIVERDALE COMMUNITY
UNIT DISTRICT 100



President



Secretary

APPENDIX A

GRIEVANCE FORM

Date Filed: _____

Grievant: _____

*Statement of the Grievance (Including the date of the occurrence of the grievance):

*Clause(s) Violated:

*Remedy Requested:

Signature of Grievant

*Attach a separate sheet if necessary

APPENDIX B

**Riverdale C.U.S.D. #100
Non-Certified Employee Evaluation**

NAME OF EMPLOYEE:**REVIEW DATE:****SCHOOL/OFFICE:****POSITION:****SUPERVISOR(S):**

The purpose of this form is to review and evaluate the employee's performance in his/her present position. As the employee's supervisor and evaluator, please give careful consideration to your appraisals. Think in terms of how the employee is doing NOW, not what the employee is potentially capable of doing. In each section, put a check mark indicating the area which, in your opinion, most closely describes this employee's performance. If you wish, use the space marked EXPLANATION to explain your rating of each factor. This review should be treated as CONFIDENTIAL.

KNOWLEDGE OF JOB - Regarding work normally assigned, the employee's knowledge of the job...

- is outstanding; encompasses full scope of job
 is very good; feel confident the job will be done
 is good; meets normal requirements
 is limited; improvement is needed
 is unsatisfactory

EXPLANATION:

QUANTITY OF WORK - This employee's volume of work without regard to quality..

- is exceptionally high
 is moderately high; very consistent
 is good; usually consistent and steady
 is acceptable; but could do better
 is very low; not acceptable

EXPLANATION:

QUALITY OF WORK - The accuracy and attention to detail displayed by this employee...

- _____ is outstanding; very high quality
- _____ is high grade; very few errors
- _____ is good; mostly accurate
- _____ is generally satisfactory; needs to reduce errors
- _____ is poor; frequently makes careless errors

EXPLANATION

DEPENDABILITY - With respect to work completion, this employee...

- _____ is outstanding; extremely dependable
- _____ is very good; can be counted on
- _____ generally completes assignments on time
- _____ could do better with more effort
- _____ is unsatisfactory; work rarely completed on time

EXPLANATION:

ATTENDANCE/PUNCTUALITY - With regard to attendance and punctuality, this employee...

- _____ has outstanding record
- _____ is excellent; rarely absent for any reason
- _____ is dependable; may be late on occasion
- _____ is undependable; may be absent or late without good reason
- _____ is very undependable; often absent or late without good reason

EXPLANATION:

ATTITUDE/COOPERATION - This employee's ability to work with co-workers, superiors and children..

- _____ is superior; consistently displays high level of cooperation
- _____ is high; works willingly and well with others
- _____ is good; normally relates well to others
- _____ could improve; more cooperation would be beneficial
- _____ is questionable; cannot seem to work with others

EXPLANATION:

ORGANIZATION - This individual...

- displays a high degree of organization on daily basis
- is successful in organizing work on a consistent basis
- is normally organized in daily work
- could improve organization of work
- is completely unorganized; work is haphazard

EXPLANATION:

FLEXIBILITY - Employee's ability to meet changed conditions and/or adapt to new job duties is...

- outstanding; quickly meets the challenge of whatever is required
- very good; accepts and adjusts to new conditions easily
- good; new work readily accepted
- generally satisfactory; but could improve
- minimal; adjustment to different duties is extremely difficult

EXPLANATION:

INITIATIVE - Does things without being told. Assumes responsibility...

- Possesses an unusual degree of self-reliance; exercises independent thought and action
- Performs duties on own; able to handle irregularities
- Routine worker; does what is required but rarely more
- Requires supervision; seldom able to handle irregularities
- Uses no initiative; requires detailed instructions

EXPLANATION:

PUBLIC CONTACTS - Does a good job building goodwill in public contacts...

- Creates much goodwill; goes out of the way to serve public
- Courteous; uses tact and discretion
- Usually friendly and courteous
- Frequently unfriendly; often curt or irritable
- Almost always unfriendly; unwilling to go out of way

EXPLANATION:

1. In my opinion, this employee's strong points are:

2. In my opinion, areas for improvement are:

Comments: (Additional comments may be made on the back)

Recommendations: (Evaluator must check one in each category.)

	YES	NO
1. Reevaluation	_____	_____
2. Continued employment	_____	_____
3. Separation from District 100 employment	_____	_____

Employee has the right to add a letter of comment to this evaluation within 5 days.

Employee Signature _____ Date _____

Reviewing Supervisor _____ Date _____

APPENDIX C

2017-20 RESA Salary Schedule

	<u>FY18</u>	<u>FY19</u>	<u>FY20</u>
1	9.20	9.31	9.45
2	9.54	9.65	9.79
3	9.88	9.99	10.13
4	10.22	10.33	10.47
5	10.56	10.67	10.81
6	10.90	11.01	11.15
7	11.24	11.35	11.49
8	11.58	11.69	11.83
9	11.92	12.03	12.17
10	12.26	12.37	12.51
11	12.60	12.71	12.85
12	12.94	13.05	13.19
13	13.28	13.39	13.53
14	13.62	13.73	13.87
15	13.96	14.07	14.21
16	14.30	14.41	14.55
17	14.64	14.75	14.89
18	14.98	15.09	15.23
19	15.32	15.43	15.57
20	15.66	15.77	15.91

	<u>Secretary</u>			<u>Aide/Receptionist</u>		
	<u>FY18</u>	<u>FY19</u>	<u>FY20</u>	<u>FY18</u>	<u>FY19</u>	<u>FY20</u>
21-22	16.23	16.34	16.48	16.33	16.44	16.58
23-25	16.81	16.92	17.06	17.01	17.12	17.26
26-30	17.40	17.51	17.65	17.70	17.81	17.95
31-35	17.99	18.10	18.24	18.39	18.50	18.64
36+	18.59	18.70	18.84	19.09	19.20	19.34

<u>Classification</u>	<u>Placement</u>
Playground Aide	Steps 1-12
Teacher Aide	Steps 4-20
Student Aide	Steps 4-20
Library Aide	Steps 4-20
Secretary/Receptionist	Steps 4-20
Secretary	Steps 6-20
Health Aide/Nurse	Steps 6-20