

CONTRACTUAL AGREEMENT BETWEEN

THE

RIVER BEND EDUCATION ASSOCIATION AND

THE

BOARD OF EDUCATION

OF

RIVER BEND COMMUNITY UNIT DISTRICT NO. 2

2018-2023

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ARTICLE I
RECOGNITION

1.1 Bargaining Unit

The Board of Education for River Bend Community Unit District No. 2, Whiteside County, Illinois (hereinafter referred to as the "Board"), hereby recognizes the River Bend Education Association, IEA/NEA (hereinafter referred to as the "Association" or "RBEA"), as the sole and exclusive bargaining agent for all regularly employed full-time and part-time certificated teaching personnel and all regularly employed full-time and part-time noncertificated personnel, excluding all noncertificated personnel working less than 13 hours per week, Business Services Secretary, Superintendent's Secretary, Bookkeeper/Payroll Clerk, Transportation Director and all supervisory, managerial, confidential and/or short-term employees as defined by the Illinois Educational Labor Relations Act.

1.2 Exclusive Representation

No agreement, understanding or consideration which alters or waives any of the terms or conditions of this Agreement shall be made with any employee or group of employees by the Board or any of its agents or representatives, unless it has been made, ratified and agreed to in writing by both the Board and the Association.

ARTICLE II

MANAGEMENT RIGHTS

2.1 Bargaining Obligations

The Board and the Association agree, in successor Agreements, to meet at reasonable times and negotiate in good faith with respect to wages, hours and other terms and conditions of employment, which does not compel either party to agree to a proposal or require the making of a concession.

It is also agreed that the Association will not require the Board to bargain over matters of inherent managerial policy, e.g., standards of services, its overall budget, the organizational structure and selection of new employees and the direction of employees.

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State and of the United States, including, but without limiting the generality of the foregoing, the right:

- a. to the executive management organization and administrative control of the District and its properties and facilities, and the activities of its employees during the workday;
- b. to direct the work of its employees, determine the time and hours of operation and determine the kinds and levels of services to be provided and the methods and means of providing those services including entering into contracts with private vendors for services;
- c. to hire all employees, and, subject to the provisions of the law, to determine their qualifications and the conditions for their continued employment, discipline, dismissal or demotion; and to promote, assign, and transfer all such employees;
- d. to establish educational policies, goals and objectives; to insure rights and educational opportunities of students; to determine staffing patterns; to determine the number and kinds of personnel required in order to maintain the efficiency of District operation;
- e. to build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, in adoption of policies, rules, regulations and practices in furtherance thereof, and the

use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and the laws of the United States.

The District retains its right to amend, modify or rescind policies and practices referred to in this Agreement in case of an emergency. The determination of whether or not an emergency exists is solely within the discretion of the Board and is expressly excluded from the provisions of the Grievance Procedure. For purposes of this Section an emergency shall be defined as a natural disaster, and/or an "Act of God," and does not refer to an unsettled contract.

2.2 In-Service Workshops

The Association pledges to work with the Administration and the Board to study, support and assist in the planning and presentation of in-service education workshops.

ARTICLE III

ASSOCIATION RIGHTS

3.1 Deductions From Paycheck

The Board agrees to deduct from the employee's paycheck, upon receipt of a properly signed request authorizing such deduction, the following:

- a. United professional dues (RBEA, IEA/NEA) --
Deductions beginning with the September paycheck and ending with the May paycheck, (eighteen (18) equal installments). All employees who join the united professions will participate in this payroll deduction and a complete list of these members will be provided the District Office five (5) school days before the first payroll in September. Such list shall serve as a continuing authorization.
- b. Fulton Community Fund --
Deductions made over a 10- or 12-month period.
- c. Spouse-Dependent Life/Health Insurance --
Deductions made over a 10- or 12-month period.
- d. Select Employees Credit Union--
Deductions made over a 10- or 12-month period and may begin during any month provided the District Office is notified by the 10th day of the month in which the employee wishes such deductions to begin.
- e. Tax-Sheltered Annuity --
The frequency and timing of salary adjustments for beginning/modifying tax-sheltered annuity elective deferrals will be in accordance with the terms set forth in the District's 403(b) Plan.
- f. River Bend Educational Foundation
- g. Other documents, e.g., wage garnishments and I.R.S. attachments.
- h. R.B.E.A. Scholarship Fund

3.2 Association Leave

In the event the Association desires to send representatives to the State, local or National conferences or on other business pertinent to Association affairs, these representatives shall be excused without loss of salary, providing the Association reimburses the District for the cost of substitutes. The number of days to be used for this purpose is limited to a total of up to four (4) days annually for all Association business. However, no more than three (3) of the leave days may be used during the school year.

3.3 Contract Copies and Costs

Within thirty (30) days of ratification of the Agreement, the Board shall prepare and deliver copies to each member of the staff, and such costs pertaining to the duplication of the document shall be shared equally between the Board and the Association.

ARTICLE IV

NEGOTIATIONS PROCEDURES

4.1 Negotiation of Successor Agreement

Procedure for negotiations of a successor agreement is as follows:

- a Meetings composed of members for the Association, the Board, and the Administration may be called upon the written request of any one of these parties. Requests from the Association should be made to the Superintendent. Requests from the Administration or the Board will be made to the President of the River Bend Education Association. Within ten (10) days of receipt of the request to begin negotiations a mutually convenient meeting date will be established.
- b Conferences and hearings shall be carried on in an attitude of mutual respect. At such conferences, facts, opinions, proposals, and counter-proposals will be freely exchanged in an effort to reach a mutual understanding and agreement.
- c The initial meeting date, referred to in "a" above will serve to establish ground rules for further negotiating sessions. In addition, both parties will be allowed to submit initial proposals for changes in the successor agreement if both parties agree that they are prepared to begin the negotiating process.

4.2 Mediation Procedures

Procedure in the event mediation is requested is as follows:

- a In the event that agreement is not reached, the parties may suggest third party intervention. Either party may submit a request for mediation.
- b Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the mediator which was not previously disclosed to the other party. The mediator shall have no power to alter the terms of this agreement.

4.3 No Strike Agreement

Under no circumstances shall the Association or its members directly or indirectly cause, instigate, support, encourage or condone, nor shall any employee or employees directly or indirectly take part in, any action against or any interference with the operations of the District such as a strike, work stoppage, sit-down, stay-in, slow down, curtailment of work, restriction of production or any picketing, patrolling or demonstrations at any locations whatsoever during the term of this Agreement or any extensions thereof.

4.4 No Lock-Out Agreement

The Board agrees that it will not lock-out any bargaining unit member for the duration of this Agreement or any extension thereof.

4.5 Operation of District

While the Board and the Association are committed to the use of the above mediation procedure, nothing in the negotiated agreement can be implemented in a way to preclude the authority of the Board to operate the School District.

ARTICLE V

EMPLOYEE RIGHTS

5.1 Vacancies

- a Notice of any vacancy within the River Bend District shall be published on the bulletin board of each faculty lounge and emailed to all District employees. A vacancy shall not include mere redeployment of employees as a result of a reduction-in-force.
- b Summer month notification will be provided to those employees who indicate, in writing to the Superintendent, their desire to receive such notification.
- c No employee will be employed to fill such vacancies full time until such notice has been posted in each attendance center during the school year. A period of seven (7) calendar days after such notices have been posted or mailed will be considered enough time for interested River Bend employees to indicate their interest in the position(s).
- d All River Bend employees applying for such vacancies will be considered for an interview, provided they hold proper Illinois Teaching Certification or applicable credentials for the position that is vacant.
- e All River Bend employees interviewed for the vacant position shall be notified when the vacancy is filled.
- f Nothing in this Section precludes the administration from filling a vacancy in the event of an emergency, e.g., death, major illness.

5.2 Involuntary Transfer

In any case of involuntary transfer, consideration will be given to the professional preparation, experience and known aspirations of the teacher as well as other factors in the consideration of the transfer. Any teacher affected by an involuntary transfer will be notified in writing and will be released by the Board from his/her contract if the teacher so requests and a suitable replacement is found. As soon as practical notification shall be made before publication of the teaching assignments in the press. Before the implementation of an involuntary transfer of a tenured teacher for reasons which are unrelated to relative professional strengths or weaknesses of individual teachers, the Board will make a reasonable effort to fill the vacancy through voluntary transfers.

5.3 Personnel Files

- a Employees are granted the right of access to their personnel file and the privilege to attach their reaction in writing to all material placed in the file. Employees shall be given a copy of all material regarding performance or non-performance of duties when it is placed in their personnel file. The employee shall have the right to respond to all materials contained in the personnel file. Said employee responses shall become part of the personnel file. Upon review of the personnel file, the employee shall initial and date all items contained therein as acknowledgement of the fact that the employee has had an opportunity to review the same. Such access to one's file shall be in the presence of the immediate building supervisor, the Superintendent, or the Superintendent's designee. Signing the employee evaluations that are placed in the personnel file shall be evidence that notice was given.
- b The right of access to one's file shall not include access to one's credentials in that credentials contain personal references which are obtained on the grounds that such references would be strictly confidential.

5.4 Discipline Rights

No teacher shall be disciplined without cause. "Discipline" for the purposes of this Section shall be defined as a suspension without pay or the dismissal of a tenured teacher.

ARTICLE VI

REDUCTION IN FORCE

6.1 Teacher Reductions

If the Board determines that a reduction in the number of teachers employed is necessary, or that a particular type of teaching service should be discontinued, the Board shall remove teachers from within the category of position to be reduced or discontinued, based on each teacher's placement in 1 of 4 performance evaluation groups in the "sequence of honorable dismissal list." Teachers shall be honorably dismissed in group order (i.e., 1-4); with teachers in Group 1 the first to be honorably dismissed and teachers in Group 4 the last to be honorably dismissed. From amongst those teachers in Group 1, the District shall have the discretion to honorably dismiss in any sequence. Within Group 2, the sequence of dismissal shall be based upon the average performance evaluation ratings, with the teacher with the lowest average performance rating dismissed first. In the event two or more teachers in Group 2 have an identical average evaluation rating, the teacher with the shorter length of continuing service (i.e., less seniority) shall be honorably dismissed first. Within Groups 3 and 4, the teachers with the shorter length of continuing service (i.e., less seniority) shall be honorably dismissed first. If seniority between two or more teachers is identical, then teacher whose employment was approved by the Board first shall be considered more senior. If there still continues to be a tie, the District shall determine seniority using a lottery method.

6.2 Teacher Recall Rights

Teachers dismissed from Group 1 are not eligible for recall rights. Certain teachers dismissed from Group 2 are eligible for limited recall rights in accordance with the School Code. Any teacher dismissed from Groups 3 and 4 shall be afforded recall rights in accordance with the School Code. To be recalled, a teacher must be qualified to hold the position to which he/she is to be recalled, based on legal qualifications and any other qualifications established by the District in a job description.

6.3 ESP Reduction in Force

In its sole discretion, the Board may determine to decrease the number of ESP's or to discontinue some particular type of service (i.e., "reduction-in-force"). Any ESP who is removed or dismissed or whose hours are reduced as a result of a reduction-in-force shall be given written notice as set forth in the *School Code*.

Except as provided below, written notice will be given to the ESP by certified mail, return receipt requested, at least 30 days before the ESP is removed or dismissed, or his or her hours are reduced, together with a statement of honorable dismissal and the reason therefore if applicable. If an employee is removed or dismissed because the District is entering into a contract with a third party for non-instructional services upon the expiration of the collective bargaining agreement, said employee shall be given written

notice at least 90 days before the third-party contract becomes effective. If an employee's hours are reduced as a result of an unforeseen reduction in the student population, then the employee shall be given written notice at least 5 days before the hours are reduced.

Should the Board determine to decrease the number of ESP's employed or to discontinue some particular type of educational support service ("reduction-in-force"), the Board shall dismiss first the ESP with the shorter length of continuing service in the District, within the respective category of position, provided the ESP with greater service is qualified to hold the position of the ESP with shorter service. If the employee to be "RIF'ed" has accrued seniority in multiple categories, the District shall offer to reassign him/her to another such category, provided the about to be RIF'ed employee is still qualified to perform the duties of the job in the category and is more senior than another employee in such category. If the about to be RIF'ed employee is eligible for reassignment to one or more positions or categories, the District shall only be obligated to offer reassignment to a single position or category, which reassignment shall be of the District's choosing.

6.4 ESP Seniority

Seniority shall be defined as the length of continuing service within the District. Any unpaid leave of absence in excess of ninety (90) calendar days shall not be counted in determining seniority, but shall not be deemed a break in continuing service.

In the event two or more employees began services within a category of position on the same date, then seniority shall be determined by reference to the following tie-breakers:

1. Total years of continuing service in the District;
2. Total years of service in the District whether or not continuing; and, if necessary
3. Drawing lots.

ESP's shall be ranked by their seniority within the following categories of position:

- District Nurse
- Cafeteria Manager
- Head Custodian (High School)
- Head Custodian (K-8)
- Night Custodian
- Cleaner Day/Night
- Building Secretary
- Secretary (Guidance/Athletic Dept.)
- Bus Driver
- Van Driver/Bus Maintenance
- Teacher Aide (30 or more hours)
- Teacher Aide (Less than 30 hours)
- Technology Aide 1

Technology Aide 2 (hardware support)
Head Cook
Baker/Assistant Cook
Cook's Helper

Any ESP who has worked in more than one category of position shall retain seniority in all categories worked

Annually, by February 1st, a tentative seniority listing by category of position of all ESP's shall be prepared and posted in appropriate locations in the District. An ESP shall have ten (10) employment days from the date of posting of the tentative seniority list to file written objections with the Superintendent or designee to the information shown on the list, including the ESP's ranking or category. After the period for ESP objections has passed, the administration shall prepare and post a finalized seniority list. The failure of an ESP to make a specific, timely objection shall be deemed an acceptance of the seniority ranking and shall prohibit any subsequent challenges to rankings until the posting of a seniority list in the following school year.

6.5 ESP Recall Rights

If the Board has any vacancies in the District within the period prescribed by law, the positions thereby becoming available within a specific category of position shall be tendered to the ESP so removed or honorably dismissed from that category of position or from any other category of position, in reverse order of layoff, so far as he/she is qualified to hold such position. An ESP so recalled retains all accumulated seniority; however, the period during which the ESP was subject to recall shall not count toward seniority.

To be eligible for recall, the honorably dismissed ESP must provide the Board in writing, prior to the day of dismissal, with the address where such ESP may be reached. Further, it shall be the responsibility of the ESP subject to recall to inform the Board of any change of address and to otherwise provide the necessary means to be informed of recall offers. The ESP must also notify the Board in writing, within fourteen (14) calendar days of mailing or within seven (7) calendar days of receipt of the offer, whichever shall first occur, of the acceptance of any vacant position offered to the ESP during the recall period. Failure to notify the Board of acceptance shall constitute rejection of the offer of employment. If an ESP rejects any offer of a vacant position he/she shall be deemed to have waived his/her recall rights and will no longer be eligible for any other vacant positions that become available within the recall time period.

6.6 Staff Input

Administrative effort will be made to provide for staff input to potential reductions in force under consideration by the Board.

ARTICLE VII

RETIREMENT

7.1 Teacher Retirement System Contribution

For the duration of this Agreement, the Board will pick up and pay on behalf of the teacher, the teacher's contribution to the Illinois Teachers' Retirement System in an amount not to exceed 9.0%, using the appropriate Add-on factor (*i.e.*, 1.098901 for 9.0%) on the total salary to arrive at the teacher's computed salary upon which the total teacher's retirement contribution will be calculated. The teacher will pay the balance due on the retirement contribution. In addition, according to the authority granted by the Pension Reform Act of 1972, Section 414(h) of the Internal Revenue Act, the Board will agree that:

- a. The teacher retirement contribution paid by the Board will not be taxed currently as income to the teacher, and as such, will not be subject to the Federal Withholding Tax.
- b. The Association agrees to indemnify and hold harmless against any and all claims, suits, orders and judgments brought or issued against the Board, directly or indirectly, as a result of any action taken, or not taken, by the Board pursuant to the provisions of this Agreement concerning the tax sheltering of Teacher Retirement contributions.

7.2 Special Retirement Increment

Persons receiving this special retirement increment must be eligible to receive retirement allowance from the Teachers' Retirement System of the State of Illinois at the conclusion of the retirement school year and be at least 55 years of age within the calendar year of retirement.

- A. Tenured full-time employees who provide notice of their intent to retire from the District by submitting an irrevocable letter of resignation on or before February 1, 2019, stating their expected retirement date, which must be on or before June 30, 2022, will be granted a 6% increase on TRS creditable service earnings for up to two years, subject to Paragraph D below.
- B. After February 1, 2019, tenured full-time employees who provide notice of their intent to retire from the District by submitting an irrevocable letter of resignation by at least February 1 prior to their last or second to last year of employment in the District will be granted a 3% increase on TRS creditable service earnings for up to the last two years, subject to Paragraph D below.

- C. An employee who plans to retire at the end of the semester (mid-school year) and wishes to receive this special retirement incentive in his/her last full year and partial year of employment, shall provide written notice at least thirty-two (32) months prior to the effective date of the employee's retirement. An employee who plans to retire at the end of the semester (mid-school year) and wishes to receive this special retirement incentive in the last partial year of employment, shall provide written notice at least sixteen (16) months prior to the effective date of the employee's retirement. To receive the 6% increase, employees must submit notice of their intent to retire by no later than February 1, 2019, and specify an expected retirement date of no later than June 30, 2022. Employees who submit notice of intent to retire under this paragraph after February 1, 2019, shall receive the 3% increase. Receipt of the full increment is subject to Paragraph D below. Employees will be required to complete a semester. No mid-semester retirements will be allowed under this option.
- D. In no event shall an employee's increase in creditable earnings exceed 6% from one year to the next.

7.3 ESP Retirement

The Board will provide a retirement bonus to eligible support staff employees as outlined below:

a. Eligibility

At least 20 years of completed service to the District as an ESP at the time the employee submits the notice. Employee must have an attained age and accumulated creditable service which combined qualify him/her for receipt of retirement pension benefits under the Illinois Municipal Retirement Fund immediately following his/her date of resignation from the District.

b. Notice

Employee must submit an irrevocable notice of intent to retire to the Superintendent by February 1st of the year prior to the year of retirement.

c. Benefit

In addition to any salary increase the employee may be eligible to receive, the Board shall increase the employee's regular hourly rate of pay by 3.5% during the employee's final twelve months of employment (*i.e.*, a 9-month employee will receive the 3.5% retirement bonus during his/her last 9 months of employment with the District, a 10-month employee will receive the 3.5% retirement bonus during his/her last 10 months of employment with the District, etc.), provided that such retirement bonus will not cause the employee's IMRF earnings for any twelve-month period to exceed 6% over the prior twelve-month period IMRF earnings. In such case, the 3.5% retirement bonus shall be decreased as necessary to avoid such excess IMRF earnings.

d. ESP Retire Health Insurance

An ESP who was participating in the District's group health insurance coverage on the day immediately preceding his/her retirement from active service, with an attained age and accumulated creditable service which combined qualify him/her for immediate receipt of retirement pension benefits under the Illinois Municipal Retirement Fund, may, at his/her own expense, elect continued group health insurance coverage for him/herself and any eligible dependents who were also covered under the District's group health insurance plan on the day immediately preceding the ESP employee's retirement. The terms and conditions of such coverage shall be as defined in the policy of group health insurance issued by the District's insurance carrier. This retiree health insurance provision shall remain in effect only so long as the District is required to provide such continuation rights pursuant to Illinois law.

ARTICLE VIII

EMPLOYEE WORKING CONDITIONS

8.1 Extra Class Load/Internal Substituting

The Board will pay teachers twenty-five dollars (\$25.00) per block at the High School and twenty dollars (\$20.00) at the K-8 buildings for extra class load and internal substituting. If a certified ESP is required to substitute for a teacher for a block/period, he/she shall receive the above internal substitution rate in lieu of his/her regular hourly rate. Class load is defined as no more than three (3) instructional blocks, one (1) preparation period, and one (1) advisory period per day. If an elementary teacher has to teach his/her class for Music, Art, Library, or P.E., this shall also be considered internal substitution and the elementary teacher shall be paid on a pro-rated basis.

8.2 Preparation Period

Administrative effort will be made to provide an average of one (1) continuous preparation period daily at the K-8 level. Efforts could include internal subs, rotating subs and schedule changes. At the 9-12 level, a \$600 per semester stipend shall be paid to full-time regular classroom teachers with more than two (2) separate daily instructional preparations in the 8 Block Schedule. Multiple sections of the same subject shall be considered one (1) preparation. All full time 9-12 level teachers shall receive one (1) preparation period per day. In the event the Board contemplates any reduction in the length of the preparation period (using the 2007-2008 preparation period as the baseline), the Board will first engage in mid-term bargaining with the Association.

8.3 Attendance at Workshops

Employees, with the prior approval of the building Principal or supervisor, will be allowed to take leave with pay for attendance at educational professional meetings, class visitation, workshops, and meetings of any educational organization in which an employee must perform the duties of a State Officer.

8.4 Sick Leave

Each employee will receive fifteen (15) days per year of Sick Leave, cumulative to three hundred sixty (360) days for teaching staff and two hundred sixty (260) days for ESP's. For an employee who works less than full-time, the values of said sick leave days shall be prorated according to the actual amount of time that employee works. ESP's hired on or after July 1, 2015, shall be allotted their 15 sick leave days as follows: From date of hire through the end of the fourth year of employment, the ESP shall receive 2 days upon the start of the ESP's work year, and shall receive one day per month throughout the remainder of the year for a total of 15. Upon completion of four years of employment, the ESP shall receive an allotment of 15 sick leave days at the start of his/her work year. In no event will

an ESP employee receive more than 15 sick leave days in any given (calendar/work) year. Accumulated sick leave days will be reported at the beginning of the school year.

Sick Leave shall be interpreted to mean personal illness, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption. Immediate family is defined as parents, spouses, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brother-in-law, sister-in-law, sons- and daughters-in-law, and legal guardians. For purposes of this Section, "birth" shall include not only the actual birth but also any period of disability of the mother or child due to birth. However, "birth" shall not be interpreted to include a non-disability child-rearing leave. For purposes of this Section, "adoption" and "placement for adoption" shall include only those activities reasonably related and appropriate to the process for adoption or placement for adoption, including parental bonding, court and travel time where necessary.

In the case of adoption, placement for adoption or birth for a normal delivery, the number of available sick leave days an employee may use shall not exceed six (6) weeks of sick leave days per occasion (e.g., the adoption of twins shall constitute one occasion) unless the employee submits medical documentation substantiating the need to use additional available sick leave. In the case of birth with a caesarian delivery, the number of available sick leave days an employee may use shall not exceed eight (8) weeks of sick leave days after the birth of the child unless the employee submits medical documentation substantiating the need to use additional available sick leave. An employee facing extenuating circumstances may ask the Board to use available paid sick leave days. The Board's grant or denial of any request shall be considered non-precedential. Such leave may not be taken on an intermittent basis unless it is approved by the Board.

When serious illness is outside the immediate household, the employee shall notify the building Principal as soon as possible as to the nature of the illness. The Administration may ask for a physician's statement regarding the seriousness of the illness in cases that involve eligible family outside of the immediate household.

A pregnant employee may use Sick Leave during her pregnancy in compliance with Federal and State laws. Any other absence for a death or sickness may be requested and is subject to final approval of the Superintendent.

8.5 Sick Leave Bank

The Board agrees to establish a Sick Leave Bank in accordance with guidelines negotiated by the parties (see Appendix D). The Sick Bank shall be administered by a Sick Bank committee.

8.6 Personal Leave

Each employee will be granted, without loss of pay, two (2) Personal Leave days per year, subject to the following provisions:

- a. Personal Leave days are used for personal business of a nature which cannot be conducted at a time not in conflict with an employee's regular school day, or an emergency over which the employee has no control and which requires immediate attention. Personal leave may not be used during the first 5 or last 5 days of the school year unless the superintendent grants prior written approval.
- b. Not over two (2) teachers may be gone from any one (1) building at the same time. The persons requesting Personal Leave will be on a first-come-first-served basis. Said Personal Leave may be taken in one-half day increments.
- c. The building Principal is given three (3) day's written notice on a Personal Leave request form supplied by District management. Emergency situations are exempt from prior written notice and the provisions contained in 8.6b.
- d. Other provisions agreed upon pertaining to Personal or Sick Leave:
 - 1. Paternity leave, draft physical examination, and physicians' or dentists' appointment, etc., provided these matters cannot be dealt with during non-school hours, will be interpreted as Sick Leave.
 - 2. Legal matters are personal business.
 - 3. A teacher's absence from the building for short amounts of time during preparation periods is permitted when such business cannot be performed outside of school hours and only with the prior permission of the Principal.
 - 4. At the end of each work year, an employee's unused personal leave days shall convert to unused accumulated sick leave days.

8.7 Leaves of Absence

When it is determined by the Board upon the recommendation of the Superintendent to be in the best interest of River Bend Schools, a Leave of Absence ("Leave") may be granted to a teacher or to an ESP member who works seven (7) or more hours per day and who has completed four years of service with the District. A Leave may be granted for professional growth and improvement, for childcare, for a physical disability, or for other reasons deemed appropriate by the Board. All Leaves will be subject to the following conditions and restrictions:

- a. Except for cases involving unforeseen physical disability and leave pursuant to the FMLA and/or ADA, (which leaves will require a physician's report regarding need) no more than three (3) staff members will be permitted to be on Leave at any one time and no Leave shall be granted for more than one (1) year.
- b. A Leave will not be granted as an extension of another paid or unpaid Leave of Absence.

- c. Upon returning from Leave, a staff member will be assigned to a position for which he or she is legally qualified.
- d. Time spent on Leave will not be counted as service on the Reduction-in-Force Seniority List.
- e. Life and Medical Insurance coverage which shall remain in force in accordance with the terms of the employment contract. A leave will be unpaid except, if the employee was enrolled in the District's group health insurance and group life insurance for at least six (6) months immediately preceding the start of the Leave, the premium for such coverage shall be the responsibility of the Board for the first ninety (90) days of the leave, if permitted by the insurance carrier. The employee may, after this 90-day period, either discontinue the coverage or pay the premium in full for the coverage desired. If not permitted by the insurance carrier, the employee may exercise any applicable COBRA rights. The premium will be payable on a monthly basis.
- f. If the Leave is also an FMLA qualifying leave, the Leave shall run concurrently with the FMLA leave.
- g. An Employee must notify the District of his/her intent to return to work for the following school year by no later than February 1st. Failure to notify shall be deemed a resignation. An employee whose leave is necessitated by disability or whose leave is covered under the FMLA, shall notify the District of his/her health status and the expected duration of leave by no later than February 1st.

8.8 Bereavement Leave

An employee may be granted, without loss of pay, two (2) bereavement days annually, cumulative to three (3) days (which may be taken in no less than half-day increments) for use in attending funerals or other memorial services for a member of the immediate or extended family or a close friend. Bereavement days shall follow the prerequisites of Sections 8.5(b) and (c) above under Personal Leave.

8.9 Jury Duty

All employees are guaranteed no loss of pay while serving on jury duty. Jury fees are to be returned to the Superintendent or designee for deposit to District funds. Upon an employee's receipt of a Summons for jury duty, the employee shall provide a copy of the Summons to the Superintendent or designee.

8.10 Other Leaves

The Superintendent may grant a day or days of unpaid leave (i.e., dock days) to an employee. Any such approved leave shall be handled as follows:

- a. 1/180th of the teacher's yearly salary shall be forfeited by the teacher for each day of approved absence. The extra-duty increment may be excluded from this calculation if

the Administration determines that the absence did not interfere with the completion of the extra-duty assignment.

- b. An ESP shall be docked for the number of hours missed at his/her normal rate of pay.
- c. Adjustments associated with this section shall be processed by the District Office within ninety (90) days of the date of the leave and shall be reflected through adjustments in the affected employee's pay check(s).

8.11 Holidays

Each ESP shall be entitled to pay for the following legal holidays throughout the school year, based on the average number of regular hours the employee would have worked on such day had school/work been in session: The 4th of July, Labor Day, Columbus Day, Veteran's Day (only if the District elects to take a day off for Veteran's Day), Thanksgiving, the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King's Birthday, President's Day, Casimir Pulaski Day, Good Friday, the Monday after Easter Sunday, and Memorial Day. For example, an employee who works seven (7) hours per day, is entitled to seven (7) hours of pay for Thanksgiving.

The day before Christmas and the day before New Year's shall be considered paid holidays if they fall on a weekday. When Christmas and New Year's Day fall on a Saturday, all ESPs shall be granted the immediately preceding Friday off with pay unless school is in attendance that day. When Christmas and New Year's Day fall on a Sunday, all ESPs shall be granted the following Monday off with pay unless school is in attendance that day. When July 4th falls on a Saturday, those ESPs who work twelve (12) months per year shall be granted the immediately preceding Friday off with pay unless school is in attendance that day. When July 4th falls on a Sunday, those ESPs who work twelve (12) months per year shall be granted the following Monday off with pay unless school is in attendance that day.

If a part-time employee does not normally work a portion of each day, or if the employee does not work the same number of hours each day of the week, their holiday pay will be figured on the average number of daily hours in a week.

When conditions require an Educational Support Personnel employee to work on a school holiday (*e.g.*, due to a burst pipe or some other urgent matter), he/she will be paid at his/her regular hourly rate of pay plus his/her holiday pay. However, in such an event, either the hours worked, or the hours credited for holiday pay, whichever are greater, shall be considered "hours worked" for the purpose of determining eligibility for any overtime pay.

8.12 School Rescheduled on a Day Designated as a Holiday

In the event the Board must adjust the established school calendar (*i.e.*, due to a cancellation for snow or another emergency) and hold school on a day that was previously designated a holiday, each Educational Support Personnel employee required to work will be paid at his/her regular hourly rate of pay and shall also receive holiday

pay for the day. However, in such event, the hours credited for holiday pay shall not be considered “hours worked” and shall not be considered when determining any eligibility for overtime pay.

8.13 Vacations

a. Twelve-Month ESP's:

1. Twelve-month ESP's, who have completed twelve (12) months of continuous service within the District prior to June 30, are entitled to ten (10) vacation days per year for the first ten years of employment in the District effective July 1. For example, a twelve-month ESP hired on July 1, 2008, shall be entitled to ten (10) vacation days per year effective July 1, 2009.
2. In addition, the ESP may be advanced vacation time not yet earned upon the approval of his/her immediate supervisor and Building Principal. In such instances where an ESP is granted use of unearned vacation time, that vacation time shall be deducted from the ESP's accrued vacation time effective the following July 1. For example, if an ESP hired on July 1, 2008, is granted and uses two (2) days of vacation time before July 1, 2009, that ESP shall have eight (8) remaining vacation days for the next fiscal year (July 1, 2009 – June 30, 2010).
3. Twelve-month ESP's who were hired on an effective date other than July 1, and, therefore, will not have completed twelve (12) months of continuous service within the District prior to June 30, shall have their vacation time prorated accordingly effective the following July 1. For example, a twelve-month ESP hired on September 1, 2008, shall be entitled to eight (8) vacation days on July 1, 2009. In addition, the ESP may be advanced vacation time not yet earned upon the approval of his/her immediate supervisor and Building Principal. In such instances where an ESP, who has not completed twelve (12) months of continuous service by June 30, is granted use of vacation time, that vacation time shall be deducted from the employee's accrued vacation time effective the immediately following July 1. For example, if a twelve-month ESP hired on September 1, 2008, is granted and uses two (2) days of vacation time before July 1, 2009, that ESP shall have six (6) remaining vacation days for the next fiscal year (July 1, 2009 – June 30, 2010).
4. For each year of employment in the District above ten (10) years, the twelve-month ESP shall receive one (1) additional day of vacation up to a maximum of twenty (20) vacation days. For example, a twelve-month ESP with fourteen (14) years of service in the District is entitled to fourteen (14) vacation days. Employment beginning before November 1st of the school year will constitute one year when counting the ten (10) years for vacation.

b. Other Eligible ESP's:

1. Those ESP's who are not twelve-month ESP's but who work at least 1,752 hours per year and who have worked a complete school fiscal year prior to June 30, are entitled to five (5) vacation days per year for the first ten (10) years of employment in the District effective July 1. For example, such an ESP hired on July 1, 2008, shall be entitled to five (5) vacation days per year effective July 1, 2009.
2. In addition, the ESP may be advanced vacation time not yet earned upon the approval of his/her immediate supervisor and Building Principal. In such instances where an ESP is granted use of unearned vacation time, that vacation time shall be deducted from the ESP's accrued vacation time effective the following July 1. For example, if an ESP hired on July 1, 2008, is granted and uses two (2) days of vacation time before July 1, 2009, that ESP shall have three (3) remaining vacation days for the next fiscal year (July 1, 2009 – June 30, 2010).
3. For each year of employment in the District above ten (10) years, such an ESP shall receive an additional one-half (1/2) day of vacation up to a maximum of ten(10) vacation days. For example, such an ESP with fourteen (14) years of service in the District is entitled to seven (7) vacation days. Employment beginning before November 1st of the school year will constitute one year when counting the ten years for vacation.
4. Such ESP's who have not worked a complete fiscal school year prior to June 30, shall have their vacation time prorated accordingly effective the following July 1. For example, such an ESP hired on September 1, 2008, shall be entitled to four (4) vacation days on July 1, 2009. In addition, the ESP may be advanced vacation time not yet earned upon the approval of his/her immediate supervisor and Building Principal. In such instances where such an ESP, who has not worked a complete fiscal school year by June 30, is granted use of vacation time, that vacation time shall be deducted from the employee's accrued vacation time effective the immediately following July.
 1. For example, if such an ESP hired on September 1, 2008, is granted and uses two (2) days of vacation time before July 1, 2009, that employee shall have two (2) remaining vacation days for the next fiscal year (July 1, 2009 – June 30, 2010).
5. Vacation shall be taken at a time approved by the Building Principal or received as a monetary benefit with such an ESP's last pay check for the fiscal year.

c. All ESP's Eligible for Vacation Days:

All vacation time must be approved by the administration. Vacation time accrued during a fiscal year must be utilized on or before August 1st, of the following fiscal year. Vacation time cannot be carried over from one year to the next. In case of a conflict on vacation days requested, priority will be determined by the immediate supervisor.

ARTICLE IX

EMPLOYEE COMPENSATION AND FRINGE BENEFITS

9.1 Compensation Schedules

- a. Teachers who are returning employees to the District shall receive annual salary increases as follows based upon their years of total teaching experience (as recognized by the Board) and their highest level of education:
 - i. Teachers whose highest educational credential is a BA or BA+15 shall receive a \$1,000.00 increase for 1-5 years of recognized experience.
 - ii. Teachers with more than 5 years of recognized experience and whose highest educational credential is a BA shall receive a \$500.00 increase.
 - iii. Teachers with more than 5 years of recognized experience whose highest educational credential is a BA+15 shall receive a \$700.00 increase.
 - iv. Teachers whose highest educational credential is an MA, MA+15, or MA+30 shall receive a \$1,000 increase.

Annual salary increases shall take effect on the first paycheck in September.

- b. Teachers newly employed to begin the 2018-2019 school year and teachers newly hired thereafter shall be paid a salary consistent with the New-Hire Placement Chart set forth in Appendix A of this Agreement for the teacher's first year of employment. The teacher's placement on the New-Hire Placement Chart shall be determined by Section 9.6a of this Agreement.
- c. Teachers' salaries shall be capped at the following amounts based upon level of education (these amounts do not include TRS contributions):
 - i. BA = \$50,000.
 - ii. BA+15 = \$58,600
 - iii. MA = \$70,000
 - iv. MA+15 = \$72,500
 - v. MA+30 = \$75,000
- d. The Salary for ESP employees for the term of this Agreement is attached as Appendix B. The Extra-Duty Schedule is included as Appendix C.

- e. Teachers who began teaching in the District prior to July 1, 1993, have the option of being paid over a ten (10) month period or a twelve (12) month period. Both of these options shall begin in September of each school year and pay shall be received on the 12th and 26th of each month over either ten (10) months or twelve (12) months, depending on the teacher's pay election. Additionally, teachers who began teaching during the aforementioned time period shall have the option of receiving pay by direct deposit or by paycheck. Teachers who fail to make such an election shall be paid over a twelve (12) month period.
- f. Teachers who began teaching in the District on or after July 1, 1993, and prior to July 1, 2003, shall be paid over a twelve (12) month period beginning in September of each school year. Pay shall be received on the 12th and the 26th of each month and such employees shall have the option of receiving pay by direct deposit or by paycheck.
- g. Teachers who began teaching in the District on or after July 1, 2003, shall be paid over a twelve (12) month period beginning in September of each school year. Pay shall be received on the 12th and 26th of each month and shall be paid by direct deposit.
- h. ESP's who work fifty-two (52) weeks per year shall be paid over a twelve (12) month period beginning in July of each school year. Pay shall be received on the 12th and 26th of each month. Those ESP's who began working in the District prior to July 1, 2003, shall have the option of receiving pay by direct deposit or by paycheck. Those ESP's who began working in the District on or after July 1, 2003, shall receive pay by direct deposit.
- i. ESP's who work less than fifty-two (52) weeks per year shall receive their salary per hours worked in a given pay period at the next scheduled payroll (i.e., on the 12th and 26th of each month). Those ESP's who began working in the District prior to July 1, 2003, shall have the option of receiving pay by direct deposit or by paycheck. Those ESP's who began working in the District on or after July 1, 2003, shall receive pay by direct deposit.
- j. Should a payday fall on a weekend, holiday or school vacation day, employees will receive paychecks on the last work day prior to the regularly scheduled payday. Employees who are not working during the months of June, July and August, and who are paid over a twelve (12) month period by paycheck shall have their paychecks mailed to their last known address.
- k. Licensed Employees who are requested by their Principal, or the Superintendent, to perform their regular duties or training beyond their regular work year, shall be paid at the rate of \$20.00 per hour. Licensed employees who work beyond their regular work year on a grant funded project shall not be considered to be performing their regular duties and shall be paid a stipend set by the District. (*Any base/step increases to which the Licensed Employee may be entitled for the upcoming school year will not be implemented until the first work day of the regular work year.)

9.2 Insurance Benefits

a. Joint Insurance Committee

There will be an Joint Insurance Committee, which shall include the Superintendent, one (1) Board member selected by the Board, one (1) administrator selected by the Superintendent, two (2) ESP's, and two (2) teachers. The Joint Insurance Committee will meet at least on an annual basis or at the request of either party upon no less than ten (10) days' notice. The Committee will discuss, and make a good faith effort to make recommendations designed to resolve problems, consider plan changes such as deductibles or benefit levels, and other issues regarding the insurance costs and benefit plans. The Committee's recommendations shall be advisory only. The Board may accept the recommendations of the Committee or may request that the Committee continue to examine the issue(s) and return with another recommendation. The Board and the RBEA retain their right to demand negotiations over mandatory subjects of bargaining regarding the topic of insurance.

b. Health Insurance

For full-time teachers and for ESP's who are scheduled to work at least seven (7) hours per day for their entire work year, the Board shall pay the following:

- 60% of the employee-spouse premium;
- 60% of the employee-children premium;
- 60% of the employee-family premium; and
- 100% of the individual employee premium*

* Teachers enrolled in individual employee coverage shall pay \$100 per year toward the premium cost for such coverage. The Board shall pay the remaining portion of the individual employee premium.

of the group medical insurance plan provided by the District. The individual teacher or eligible ESP has the option of choosing one of the aforementioned plans.

For part-time teachers and for ESP's working an average of four (4) or more hours per day and under seven (7) hours per day the District will pay the following:

- 30% of the employee-spouse premium;
- 30% of the employee-children premium;
- 30% of the employee-family premium; and
- 50% per month for single premium

of the group medical insurance plan provided by the District. The individual ESP has the option of choosing one of the aforementioned plans.

ESP's who qualify for group medical insurance coverage shall have the option to elect to receive the extra salary shown below instead of group medical insurance coverage:

\$100/month in extra salary for ESP's working seven (7) hours or more each day; or \$50/month in extra salary for ESP's working an average of four (4) to seven (7) hours per day.

c. Married Couples Insurance

As used in this paragraph, "married couple" means two school district employees married to each other. Married couples who are both eligible for insurance under the District's group medical insurance plan, and who have dependent children who are covered by the District's Plan, are required to enroll in the employee-family plan. All married couples who have children will pay no more than one employee's share of the premium contribution for employee-children coverage.

d. Deductibles

The Board and the Association further agree that the deductibles for the various health insurance options shall be as follows: employee only at \$500, employee-spouse at \$1,000, employee-children at no more than \$1,500, and employee-family at no more than \$1,500. The aforementioned deductibles are for the Blue Cross Blue Shield Medical Plan, for the life of this Agreement. The Joint Insurance Committee (Section 9.2a) may recommend modifications to the health, dental or vision insurance plans and the flexible spending account if the Board determines such modifications are necessary to avoid imposition of the "Cadillac Tax"; to comply with any provisions of the Affordable Care Act; or to insure the District is not subject to fines, fees, or excise taxes because any of its employees are eligible to obtain coverage on an insurance exchange. Such modifications may include, but are not limited to:

1. changes in plan design, or adding additional plans;
2. replacing or adding additional insurance carriers;
3. changes in benefit levels, deductibles, co-payments, Rx coverage, out-of-pocket minimums; or
4. limiting the amount of salary reduction amounts in Flexible Spending Accounts, etc.

The Board will provide each employee with a complete description of the coverage and benefits of the current Health Plan. Any changes in coverage will be as the result of subsequent negotiated contractual agreements.

e. Life Insurance

For full-time teachers and for ESP's who are scheduled to work at least seven (7) hours per day for their entire work year, the Board shall pay 100% of a \$25,000 Group Term Life Insurance and Accidental Death & Dismemberment Policy.

For part-time teachers and for ESP's who work an average of over four (4) hours per day and less than seven (7) hours per day, the Board will pay 50% of the individual plan and the part-time teacher and ESP will pay 50% if the coverage is desired. No dependent coverage is offered at this time.

f **ESP Eligibility**

ESP's will be eligible for both Health Insurance and Life Insurance coverage on the first day of the month after their employment begins. A change in job assignment or position that affects eligibility for benefits will be computed at the beginning of the next month. The change in assignment must be a permanent change and not subject to fluctuation. Those ESP's who may have flexible schedules (such as bus drivers) will have their eligibility for benefits computed on the average hours worked during the immediately preceding school term.

9.3 Mileage Reimbursement

Mileage reimbursement shall be at the current Internal Revenue Service (IRS) mileage rate.

9.4 Pay for Advanced Education

Employees shall receive a \$2,500 salary increase for earning advanced education credits that advance them from a BA to a BA+15, BA+15 to MA, MA to MA+15, or MA+15 to MA+30. The \$2,500 salary increase shall be made at the beginning of the next contractual year or the beginning of the second semester, whichever is closer. The employee involved must present a transcript, grade slip or other official document indicating the satisfactory completion of course work from a recognized institution by September 5th to have the salary adjustment take effect on the September paycheck, and by February 5th to take effect on the February paycheck.

9.5 Military Service

Any certificated or non-certificated employee of the Board who is a member of any reserve component of the United States Armed Services, including the Illinois National Guard, and who is mobilized to active military duty on or after August 1, 1990, shall for each pay period beginning on or after August 1, 1990, continue to receive the same regular compensation that he/she receives or was receiving as an employee of the Board at the time he/she is or was so mobilized to active military duty, plus any health insurance and other benefits he/she is or was receiving or accruing at that time, minus the amount of his/her base pay for military service, for the duration of his/her active military service. Such active military duty shall not result in the loss or diminishment of any employment benefit, service credit, or status accrued at the time the duty commenced if the duty commenced on or after September 1, 2001.

In addition, the contractual continued service status of a teacher is not affected because of absence while in the military service of the United States.

9.6 Experience Credit

- a. For all teachers hired for the 2018-2019 school year and all subsequent school years the Board will recognize past years of outside teaching experience in a Pre-K-12 school, up to a maximum of ten (10) years.

Additionally, the Board shall have the right to grant up to two (2) years of additional service credit to new hires in hard-to-fill positions (Speech/Language/Pathologists, Guidance Counselor, Industrial Arts, Math, Science, ELL and Special Education) and other positions by agreement between the Board and the Union President.

- b. A teacher who has been released from the River Bend District because of a reduction-in-force (RIF), and has had an interruption in his/her continuous years of service to the District, shall upon re-employment in the District be placed on the Salary Schedule at the last level as per 9.6(a) for qualified full-time teaching experience outside the District, in addition to one (1) year for every one (1) year served prior within the District. This section does not apply to any teacher who is returning to the District due to a resignation from the District.

9.7 Longevity Payments

Each employee will be compensated with a one-time bonus, payable on the last day of the school year in which he/she completes his/her fifteenth (15th), twentieth (20th), twenty-fifth (25th), and thirtieth (30th) continuous years of service at the following rates:

- | | | |
|----|------------------------|---------|
| a. | Completion of 15 years | \$ 500 |
| b. | Completion of 20 years | \$1,000 |
| c. | Completion of 25 years | \$1,500 |
| d. | Completion of 30 years | \$2,000 |

In the event that an employee is entitled to receive a longevity payment in their final year of service, the Board will honor this commitment. However, payment will not be made until after the end of the calendar month following the calendar month in which the employee's employment ceased or after receipt of the final paycheck for regular earnings, whichever is later, and shall therefore not be considered earnings for either IMRF or TRS. Only educational support personnel employees will be eligible to receive longevity payments following the conclusion of the 2021-2022 school year.

9.8 TRS Health Insurance (T.H.I.S.)

The Board shall pay the employee's TRS health insurance program (THIS) contribution to a maximum rate of .88%.

ARTICLE X

GRIEVANCE PROCEDURE

10.1 Definitions

Any claim by an employee that there has been an alleged violation, misinterpretation, or misapplication of the terms of this Agreement shall be termed a grievance.

All time limits shall consist of school days, except that when a grievance is submitted less than ten (10) days before the close of the current school term, time limits shall consist of all weekdays.

Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the supervisor and having the grievance adjusted, provided the adjustment is not inconsistent with the terms of this Agreement.

10.2 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, a grievance may be processed as follows:

- a. The grievant shall present the grievance in writing within ten (10) days of the occurrence of the event giving rise to the grievance, specifying the Article and Clause of the Agreement alleged to have been violated 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 ten (10) days after the receipt of the grievance.
- b. If the grievance is not resolved at Step 10.2.a, the aggrieved may refer the grievance to the Superintendent or his official designee within ten (10) days after the receipt of the Step 10.2.a 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.
- c. If the Association is not satisfied with the disposition of the grievance at Step 10.2.b, the Association may submit the grievance to binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association, which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days of the date for the Step 10.2.b answer, then the grievance shall be deemed withdrawn.
 1. Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the arbitrator which has not previously been disclosed to the other party.

2. The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. His/her authority shall be strictly limited to deciding only the issues presented to him/her in writing by the Board and the Association, and his/her decision must be based only upon his /her interpretation of the meaning or application of the express relevant language of the Agreement.
 3. Each party shall bear the full costs for its representation in the grievance procedure.
 4. 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 (2) transcripts shall be divided equally between the Board and the Association.
 5. Each party shall share equally the cost of the arbitrator and the AAA.
- d. If no written response is delivered within the time limits set, the grievance may be processed to the next step.

10.3 Miscellaneous Provisions

- a. Failure of an employee to act on any grievance within the prescribed time limits will bar any further appeal.
- b. Any investigation, handling, or processing of any grievance by the grievant shall be conducted so that instructional programs and related work activities of the grievant or the teaching staff are not interrupted.
- c. Step 10.2.a of the grievance procedure may be bypassed and the grievance brought directly to Step 10.2.b if mutually agreed upon by the employee and the Superintendent.
- d. Class grievances involving more than one (1) employee or more than one (1) supervisor and grievances involving an Administrator above the building level may be initially filed by the Association at Step 10.2.b.
- e. A grievance may be withdrawn at any level without establishing precedent.

10.4 No Reprisals

No reprisals shall be taken by the Board or Administration on any employee as a result of the employee's participation in a grievance.

10.5 Grievance Records

All records related to a grievance shall be filed in accordance with Article 5.2 of this Agreement.

ARTICLE XI

MISCELLANEOUS: EDUCATIONAL SUPPORT PERSONNEL

11.1 Physical Examinations and Drug & Alcohol Testing

All ESP's are responsible for the cost of their initial physical examination. Any subsequent physical examinations required by State law will be paid by the District, as per the usual and customary fees of the Fulton Family Health Clinic. Any amount over the usual fee of the Fulton Family Health Clinic will be the responsibility of the ESP. Tests for alcohol and drugs, as required by the State, will be paid by the District for employees who are required to submit to such tests by the State, as per the usual and customary fees of the Fulton Family Health Clinic; provided however, that the Board shall only pay for alcohol and drug tests in those instances where the results are negative. In instances where the results are positive, the ESP who was tested shall pay for the test.

11.2 ESP Overtime

ESPs who work over forty (40) hours in a workweek (Sunday through Saturday) shall be paid at the overtime rate of one and one-half (1½) times the employee's regular hourly rate of pay for those hours worked in excess of forty (40) hours. Legal school holidays, sick time, and personal time hours will be considered hours "worked," except as provided under Sections 8.11 "Holidays" and 8.12 "School Rescheduled on a Day Designated as a Holiday." An employee must have prior approval from the Building Principal or Superintendent prior to performing any overtime work. With such prior approval, an employee who performs his/her regular duties on a Saturday or Sunday shall be paid at the overtime rate of one and one-half (1-1/2) times the employee's regular rate of pay. There shall be no pyramiding of overtime and holiday pay.

11.3 Time sheets

A time sheet is to be filled out by each ESP, signed by his/her Building Principal or Supervisor, and then turned in to the Payroll Officer at the District Office. Time sheets will be turned in at the end of the work day on the 12th & 26th of each month. Payment for the time turned in on the 12th of the month will be issued on the 26th of that month. Payment for the time turned in on the 26th of the month will be issued on the 12th of the following month.

11.4 Breaks and Lunch Time

a. Breaks

ESP's shall normally receive paid breaks as follows:

Employees working
2 - 3.5 hours per day
3.6 - 8 hours per day

shall receive a
ten minute break
fifteen minute break

Breaks shall be established by the immediate supervisor and shall not be divided into smaller parts (e.g., three five minute breaks). It is expressly understood by the Parties that, occasionally, unexpected circumstances including, but not limited to, extreme weather, security threats, student discipline issues, shortage of staff due to flu outbreak, etc. may prevent an employee from receiving a break.

b. Lunch

ESP employees who work at least five hours per day shall receive one thirty minute unpaid lunch period.

11.5 Field Trips/Extra Curricular Compensation – Bus Drivers

Bus Drivers shall receive pay for Extra Curricular or Field Trips at a rate of \$10.00 per hour. Drivers will receive pay for thirty (30) minutes for pre-trip inspection and fifteen (15) minutes for post trip inspection for all of these routes.

11.6 Building Checks

When assigned by his/her immediate supervisor to check their buildings on holidays, vacations, or weekends, the custodian will be paid for this time, and such pay shall be minimally for one (1) hour worked. The areas to be checked and the time allotted for each check will be established by the Building Principal.

11.7 Registration

All ESP's who work during registration will be compensated for any time worked at their normal rate of pay.

ARTICLE XII

EFFECT AND TERM OF AGREEMENT

12.1 Savings Provision

Should any Article, Section or Clause of this Agreement be declared illegal by a court of competent jurisdiction, said Article, Section or Clause, as the case may be, shall be automatically 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 for the duration of the Agreement, if not affected by the deleted Article, Section or Clause.

12.2 Effect of Agreement

This Agreement supersedes and cancels all previous Agreements, verbal or written or based on alleged past practices, between the School District and the Association and constitutes the entire agreement between the parties.

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.

All prior charges, complaints, grievances, discharges or reprimands, known or unknown, before signing of this Agreement are not subject to this Agreement.


12.3 Ratification of Agreement

This Agreement will not be considered binding until such time as the Association has formally notified the Board in writing of official acceptance of this document by the membership and subsequent approval by formal Board of Education action at a public meeting.

12.4 Term of Agreement

This Agreement shall be effective on the 1st day of July, 2018, and shall continue in effect until the last day of June, 2023. If a change in circumstances occurs that significantly impacts the District's ability to meet its financial obligations, the Board and the RBEA agree to reopen the Agreement. The Board shall give written notice to the RBEA and the parties shall begin to meet discussing any potential changes within 60 days. Both parties need to agree to changes in order for changes to take effect. If parties cannot agree the contract expires at the end of the current fiscal year on June 30th. Implementation of any changes will take place at the beginning of the following fiscal year.

FOR THE RIVER BEND
EDUCATION ASSOCIATION



President



Secretary

Date: 6/3/18

FOR THE BOARD OF EDUCATION,
RIVER BEND COMMUNITY UNIT
DISTRICT NO. 2,
WHITESIDE COUNTY, ILLINOIS



President



Secretary

Date: 6/3/18

APPENDIX A
New Hire Teacher Placement Chart

	Increase	Increase	Base Increase	\$35,000.00 Increase	Increase
Years 0-5	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Years 5+ Base	\$500	\$700	\$1,000	\$1,000	\$1,000
	\$35,000	\$37,500	\$40,000	\$42,500	\$45,000
YEAR	BS	BS+15	MS	MS+15	MS+30+
Base	\$35,000.00	\$37,500.00	\$40,000.00	\$42,500.00	\$45,000.00
(W/9 TRS)	\$38,461.54	\$41,208.79	\$43,956.04	\$46,703.29	\$49,450.55
1	\$36,000.00	\$38,500.00	\$41,000.00	\$43,500.00	\$46,000.00
(W/TRS)	\$39,560.44	\$42,307.69	\$45,054.94	\$47,802.19	\$50,549.45
2	\$37,000.00	\$39,500.00	\$42,000.00	\$44,500.00	\$47,000.00
(W/TRS)	\$40,659.34	\$43,406.59	\$46,153.84	\$48,901.09	\$51,648.35
3	\$38,000.00	\$40,500.00	\$43,000.00	\$45,500.00	\$48,000.00
(W/TRS)	\$41,758.24	\$44,505.49	\$47,252.74	\$50,000.00	\$52,747.25
4	\$39,000.00	\$41,500.00	\$44,000.00	\$46,500.00	\$49,000.00
(W/TRS)	\$42,857.14	\$45,604.39	\$48,351.64	\$51,098.90	\$53,846.15
5	\$40,000.00	\$42,500.00	\$45,000.00	\$47,500.00	\$50,000.00
(W/TRS)	\$43,956.04	\$46,703.29	\$49,450.55	\$52,197.80	\$54,945.05
6	\$40,500.00	\$43,200.00	\$46,000.00	\$48,500.00	\$51,000.00
(W/TRS)	\$44,505.49	\$47,472.52	\$50,549.45	\$53,296.70	\$56,043.95
7	\$41,000.00	\$43,900.00	\$47,000.00	\$49,500.00	\$52,000.00
(W/TRS)	\$45,054.94	\$48,241.75	\$51,648.35	\$54,395.60	\$57,142.85
8	\$41,500.00	\$44,600.00	\$48,000.00	\$50,500.00	\$53,000.00
(W/TRS)	\$45,604.39	\$49,010.98	\$52,747.25	\$55,494.50	\$58,241.75
9	\$42,000.00	\$45,300.00	\$49,000.00	\$51,500.00	\$54,000.00
(W/TRS)	\$46,153.84	\$49,780.22	\$53,846.15	\$56,593.40	\$59,340.65
10	\$42,500.00	\$46,000.00	\$50,000.00	\$52,500.00	\$55,000.00
(W/TRS)	\$46,703.29	\$50,549.45	\$54,945.05	\$57,692.30	\$60,439.56

11	\$43,000.00	\$46,700.00	\$51,000.00	\$53,500.00	\$56,000.00
(W/TRS)	\$47,252.74	\$51,318.68	\$56,043.95	\$58,791.20	\$61,538.46
12	\$43,500.00	\$47,400.00	\$52,000.00	\$54,500.00	\$57,000.00
(W/TRS)	\$47,802.19	\$52,087.91	\$57,142.85	\$59,890.10	\$62,637.36

APPENDIX B

2018-2023 ESP BEGINNING SALARY SCHEDULE

The starting rate of pay for any newly hired employee shall be as shown below. However, nothing shall prevent the District from paying a newly hired employee who has previous experience more than the starting rate of pay.

<u>Title</u>	
District Nurse*	\$15.80
Cafeteria Manager	\$11.80
Head Custodian (High School)	\$13.30
Head Custodian (K-8)	\$12.30
Night Custodian	\$11.30
Cleaner Day	\$9.55
Cleaner Night	\$10.80
Building Secretary	\$11.30
Secretary (Guidance/Athletic Department)	\$10.80
Library Manager	\$11.80
Bus Driver	\$11.80
Van Driver/Bus Maintenance	\$10.30
Teacher Aide (30+ hours)	\$10.30
Teacher Aide (Less than 30 hours)	\$9.80
Technology Aide 1	\$10.30
Technology Aide 2 (Hardware Support)	\$9.80
Head Cook	\$10.80
Baker/Assistant Cook	\$9.80
Cook's Helper	\$9.05

*The Board will direct the Superintendent to determine the hours necessary to fulfill responsibilities.

2018-2023 ESP SALARY INCREASES

Effective July 1, 2018, the hourly rate paid to Educational Support Personnel will be increased by \$0.15 per hour annually during the term of this contract.

APPENDIX C

EXTRA-CURRICULAR STIPENDS

1. Pay at designated levels as follows:

I.	\$4,500.00
II.	\$4,000.00
III.	\$2,250.00
IV.	\$1,750.00
V.	\$875.00

2. The Board reserves the right to eliminate a sponsor/coaching position if the lack of participants or lack of funding from a sponsor so dictates. If a season has already commenced the individual will be paid a prorated stipend for time worked.

3. All sponsors/coaches will be encouraged to drive a district provided vehicle when the number of participants makes this feasible, subject to ISBE (and other state laws and regulations) regarding the transportation of students.

LEVEL I – \$4,500.00

VARSIY BOYS BASKETBALL
VARSIY GIRLS BASKETBALL
VARSIY FOOTBALL VARSITY
WRESTLING VARSITY
VOLLEYBALL VARSITY TRACK
BOYS VARSITY TRACK GIRLS
VARSIY BASEBALL VARSITY
SOFTBALL

LEVEL II - \$4,000

STRENGTH AND CONDITIONING COACH

LEVEL III - \$2,250.00

GOLF
ASSISTANT FOOTBALL SOPHOMORE
BOYS BASKETBALL SOPHOMORE
GIRLS BASKETBALL ASSISTANT
WRESTLING
PLAY DIRECTOR SOPHOMORE
FOOTBALL FRESHMAN FOOTBALL
FRESHMAN BASKETBALL BOYS
FRESHMAN BASKETBALL GIRLS
BAND DIRECTOR
SPEECH
CHORUS DIRECTOR
SOPHOMORE VOLLEYBALL
ASSISTANT TRACK
FRESHMAN/SOPHOMORE BASEBALL
FRESHMAN/SOPHOMORE SOFTBALL
VARSITY CHEERLEADING
FRESHMAN VOLLEYBALL

LEVEL IV - \$1,750.00

7TH GRADE BOYS BASKETBALL
7TH GRADE GIRLS BASKETBALL
8TH GRADE BOYS BASKETBALL
8TH GRADE GIRLS BASKETBALL
MIDDLE SCHOOL WRESTLING
WEB MASTER
7TH GRADE VOLLEYBALL
8TH GRADE VOLLEYBALL
MIDDLE SCHOOL TRACK BOYS
MIDDLE SCHOOL TRACK GIRLS
MIDDLE SCHOOL BAND
MIDDLE SCHOOL CHORUS
HIGH SCHOOL YEARBOOK
JUNIOR CLASS SPONSOR
HIGH SCHOOL SCHOLASTIC BOWL
HIGH SCHOOL STUDENT COUNCIL
MEDIA PUB

LEVEL V -- \$875.00

COSTUMES
MIDDLE SCHOOL SCHOLASTIC BOWL
MIDDLE SCHOOL ASSISTANT TRACK
SENIOR CLASS SPONSOR
THESPIANS
SOPHOMORE CLASS SPONSOR
FRESHMAN CLASS SPONSOR
MIDDLE SCHOOL PEP SPONSOR
MIDDLE SCHOOL STUDENT COUNCIL

APPENDIX D

SICK LEAVE BANK GUIDELINES

The Sick Bank is a voluntary program. The Sick Bank is open to all certified and non-certified staff members covered by the Contractual Agreement between the River Bend Education Association and the Board of Education of River Bend CUSD#2. To initially enroll, staff members must sign up for the Sick Bank within thirty (30) calendar days of the effective date of this contract. New hire staff will be given thirty (30) calendar days from their start date to enroll in the program.

A staff member will remain enrolled until a time where the staff member notifies the Superintendent and the RBEA President in writing of his/her intention to be removed from the Sick Bank. The RBEA president will be notified of any new employees by the Superintendent in order to allow explanations of the benefits of joining.

Once enrolled in the Sick Bank, the staff member will forfeit two (2) sick leave days to the Sick Bank. These days are forfeited; thus, if the staff member resigns, quits, is terminated or otherwise leaves employment with the District, or chooses to be removed from the Sick Bank, the sick leave days will remain in the Sick Bank and the staff member will have no right to them. If at any time a participating staff member drops out of the Sick Bank, he/she will no longer be eligible to use Sick Bank days. The staff member will not be eligible to re-enroll.

The Sick Bank will be administered by a Sick Bank committee consisting of two (2) members of the RBEA (RBEA President and Vice President of ESPs) and the Superintendent. The Sick Bank committee shall have the responsibility of reviewing requests, verifying the validity of requests, determining approval or denial of the requests, and communicating its decisions to the staff member.

Further, periodically, but at least once per school year, the Sick Bank committee shall make an accounting of days donated and days remaining in the Sick Bank and, if the days remaining is below one hundred (100) days at any time, the Sick Bank committee shall notify the Sick Bank participating staff members of the need to replenish the Sick Bank. In order to replenish the Sick Bank, participating staff members who wish to remain eligible for use of Sick Bank days shall donate one (1) additional day from their available sick leave. Additionally, any sick bank member who has accumulated at least three hundred sixty (360) unused sick leave days, may elect at the end of the school year to donate any days in excess of three hundred sixty (360), which would otherwise be forfeited. Once donated, such day is forfeited to the Sick Bank and the staff member shall have no right to such day as previously explained above. However, if a staff member who is currently enrolled in the Sick Bank has given his/her one or two year notice to retire in accordance with Sections 7.2, 7.3 or 7.5 of this CBA, he/she will not be required to donate additional days to the Sick Bank during his/her one or two final years of employment, whichever is appropriate.

A staff member is eligible to withdraw a maximum benefit of thirty (30) work days from the Sick Bank in any calendar year for illness or injury involving the staff member if: (1) the staff member has already been absent from work on account of the same illness or injury for at least thirty (30) consecutive work days; (2) the staff member has exhausted all personal and sick leave days; (3) the staff member has submitted an application to the Sick Bank committee which includes a doctor's medical certification of the staff member's inability to work due to illness or injury and anticipated

duration of such disability; (4) the staff member is a participating member of the Sick Bank in good standing in that he/she has satisfied all the conditions of the Sick Bank including the eligibility requirements; and (5) the Sick Bank committee has approved the staff member to use days from the Sick Bank. The Sick Bank shall not be available for any surgical or other procedure which may be safely deferred until a vacation or recess period and is available only for use for the employee's own illness or injury. Priority for use of the Sick Bank days will be on a first come first served basis. Any staff member who is receiving disability benefits from the Teachers' Retirement System or Illinois Municipal Retirement Fund or who is absent for injury or illness due to a work-related injury (which is compensable under the Illinois Workers Compensation Act), is not eligible for Sick Bank benefits.

A medical release stating the staff member is able to return to work must be presented to the principal of the building the staff member is assigned, or may be given to the Superintendent at the District office prior to the staff member returning to work.

The RBEA agrees, with respect to the operation of, denial of, or approval of benefits under the Sick Bank, that it will hold harmless, defend and indemnify the Board, its members, and all of its agents, as regards any action, complaint or suit of any type. In the event any action, complaint or suit of any kind shall be brought against the Board, the Board shall retain the right to select counsel to defend such action, complaint or suit and/or determine whether such action, complaint or suit should be compromised or settled in any respect. Further, the operation of, denial of, or approval of benefits under the Sick Bank (e.g. Section 8.5 and Appendix D) is non-grievable by the RBEA and its members.

APPENDIX E

TEACHER CERTIFICATION PROCESS

The District will follow the requirements of the law in working with the RBEA to develop a teacher recertification process.