



Rockdale School

DISTRICT 84

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**THE BOARD OF EDUCATION
OF
ROCKDALE SCHOOL DISTRICT NO. 84
ROCKDALE, ILLINOIS
AND**

**ROCKDALE DISTRICT 84
SUPPORT STAFF COUNCIL
AMERICAN FEDERATION OF TEACHERS
LOCAL 604, IFT-AFT, AFL-CIO**

2019-2020

2020-2021

2021-2022

2022-2023

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ARTICLE I RECOGNITION

1.1 Recognition

The Board of Education of Rockdale District 84, Will County, Illinois, hereinafter referred to as the “Board” hereby recognizes the Rockdale District 84 Support Staff Council of American Federation of Teachers, Local 604, IFT-AFT, AFL-CIO, hereinafter referred to as the “Union,” as the sole and exclusive bargaining representative for all full and part-time Paraprofessionals and Cafeteria Personnel/Night Custodians. The following positions and/or categories are excluded from the bargaining unit: all supervisory, managerial and short-term employees as defined in the Act, and all other employees, including clerical employees, custodians/maintenance employees, nurse, technology director, and lunchroom employees.

1.2 Definition of “Employee”

When used hereinafter in this Agreement, the term “Employee” shall refer to a member of the educational support staff bargaining unit as described in Section 1.1 above, except as expressly stated otherwise.

1.3 Conflict Between Policy and Contract

In the event any policy, rule, or regulation of the Board conflicts with any provision of this Agreement, the provisions of this Agreement shall prevail.

ARTICLE II UNION-BOARD RELATIONS

2.1 Union Right to Meet with Superintendent

The Superintendent or designee shall meet at mutually agreeable times, during non-work hours, with representatives of the Union for Labor-Management meetings on a quarterly basis or as otherwise agreed upon. Additional meetings to discuss special circumstances may be held.

2.2 Use of School Equipment and Facilities

A. The Union shall have the reasonable use of photocopy machines, computers, telephones, and communication systems, including email and bulletin boards for the conduct of its business as long as there is no interference with the normal operation of the school, does not occur during Employee work hours, and complies with the District’s acceptable technology use policy.

- B. Upon request made to the Principal, and provided that it does not interfere with the educational program and there is sufficient space available, the Union shall be permitted the use of a school building room for the purpose of holding meetings during non-working hours. The Union shall promptly reimburse the District for any damage or other reasonable expense incurred by the District as a result of the meeting, including all janitorial services, utilities, or supplies related to the use.
- C. Upon approval of the Superintendent or designee the Union President shall be provided reasonable release time for the purpose of grievance investigations, Union Conferences, or other appropriate activities relating to school or member welfare. The release time shall be considered as professional time and shall not be deducted from the Union official's sick days.

2.3 Agreement Printing and Distribution

- A. The Agreement shall be reproduced by the Union as soon as possible after the date of ratification by both parties.
- B. The Board shall provide an electronic copy of the Agreement and post it on the District's website.

2.4 Management Rights

The Board retains and reserves the ultimate responsibility for proper management of the School District conferred upon and vested in it by the statutes and Constitution of the State of Illinois and the United States including but not limited to the responsibility for and the right:

- A. To maintain executive management and administration control of the school district and its properties and facilities and the professional activities of its employees as related to the conduct of school affairs.
- B. To hire all employees and subject to the provisions of the law to determine their qualifications and the conditions for their continued employment, or their dismissal, or demotion, their assignment, their training, and to promote and reassign all such employees.
- C. To determine the organized structure, number of personnel, type of personnel to be employed at any time in carrying out the district's mission and to determine the work schedules, the hours of work, including the requirement of overtime assignments, and the duties, responsibilities and assignments of employees with respect thereto.

- D. To plan, direct, control, and determine the operations or services to be conducted by the district including, but not limited to, the methods of services and the selection, change or elimination of equipment, materials or facilities.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited by the specific and express terms of this Agreement.

ARTICLE III EMPLOYEE RIGHTS

3.1 Personnel Files

- A. Only one official file shall be kept for each Employee in the District. Such file shall be in the Central Administration Office and shall be available to the Employee except for confidential materials exempt by law, such as letter of reference and documents that disclose personal information about a person other than the Employee. (*Personnel Record Review Act*, Section 10)
- B. Each Employee shall have reasonable access to his/her file and may, with approval of the Superintendent or his/her designee, insert materials relevant to his/her service in the District or his/her qualifications in general.
- C. Employees shall have the right, at their expense, to have photocopies of any material, except the confidential material. Neither an Employee's complete file nor any of its contents shall be copied nor made known to any unauthorized person without his/her permission.
- D. No disciplinary material shall be placed in the file unless the Employee receives a copy of said material and notification that said material is being placed in the file. The Employee shall be asked to sign and date the material. The signature indicates that the Employee has read the materials; however, it does not imply agreement with its content. If the Employee refuses to sign and date the copy, a notation to that effect will be placed in the Employee's file with the material.
- E. The Employee shall have the right to attach dissenting materials to any item in his/her file.

3.2 Vacancies

If there are any vacancies that occur in this bargaining unit, the position will be posted via the District intranet and emailed to all staff so that current staff members may apply. It will be the administration's responsibility to notify the membership electronically of this vacancy no later than five (5) days of the official date of the vacancy. When a vacancy occurs, current staff members shall be given consideration in filling the position provided the current staff member is qualified for the position and desires to fill the position. Interested, qualified staff will be granted an interview for the position

3.3 Notification of Dangerous Environment or Health Hazards

The Superintendent shall notify any Employee promptly of any environmental or health risk which exists on district property in accordance with existing state and federal laws and regulations. These risks would include, but are not limited to, health conditions covered by the Will County Health Department's list of communicable and infectious diseases.

3.4 Employee Assignments

All Employees shall be advised of tentative assignments and hours for the upcoming year by August 1. Assignments may be changed by the Superintendent prior to or during the school year. If there are any such changes to the assignment, the Employee shall be notified of such as soon as practicable.

3.5 Extra-Curricular Posting

All extra-curricular openings for the upcoming school year will be made-known to all members of the bargaining unit by way of communicating via the District intranet and emailed to all staff members no later than two (2) weeks prior to public posting. Extra-duty work will be paid at the rate specified in the extra-curricular/clubs schedule of the teachers' contract.

3.6 Job Descriptions

All Employees will be given an updated detailed_copy of their job descriptions upon ratification of this contract. All new employees will receive a copy of their job descriptions upon hiring. Any proposed changes to an Employee's job description will be discussed with the Union at a Labor Management Committee meeting before the job description is officially changed. The District retains its right to make the final decision regarding changes to job descriptions subject to its obligations under the IELRA.

With the approval of the Superintendent or designee, all employees shall have the right to voluntarily share roles as members in each of the categories of this bargaining unit:

Paraprofessional, Cafeteria Personnel, or Night Custodian (eg. Working both as a Cafeteria Personnel and a Custodian) and to be paid proportionately at the rate of pay applicable to the positions shared.

3.7 Seniority

Seniority shall be defined as the length of full-time and continuous years of service in the District within the respective category of bargaining unit position and shall accumulate from the date of original hire in that respective category. The original date of hire shall be deemed to be the first day worked in that category. In the event of any ties, in seniority, then the total duration of an Employee's continuous consecutive years of service in the district, regardless of category of positions, shall be used to determine seniority ranking. If a tie still exists then total years of non-consecutive service in the district shall be used as the deciding seniority factor.

The district shall maintain a seniority list for all Employees, categorized by positions. Annually, but no later than January 20, the District shall post a seniority list for Employees and provide a copy to the Union President. Employees shall be afforded at least five (5) work days to submit corrections to the seniority list to the Superintendent or designee; no further correction to the list shall be made until the following year. Final copies of the seniority list shall be prepared by each February 1st for posting, with a copy provided to the Union.

3.8 Reduction-in-Force and Recall

Reduction-in-Force and Recall shall be in accordance with School Code of the State of Illinois, *105 ILCS 5/10-23.5*.

3.9 Probationary Period, Discipline and Discharge

New employees shall have a ninety (90) work day probationary period during which there will be at least one informal progress report to the employee regarding the new employees' performance. If any performance issues are communicated to the employee during the initial ninety (90) work day probationary period, the Board may extend the probationary period by an extra ninety (90) work days. The Board shall be the sole judge as to whether any probationary employee shall be retained or continued in employment. During an employee's probationary period the Board shall have the sole right to lay off, discipline or discharge an employee and the Board's exercise of such right shall not be subject to the grievance and arbitration procedure.

The Board agrees with the tenets of progressive and corrective discipline for non-probationary employees. Disciplinary action or measure may include, but not necessarily be limited to the following:

- Oral reprimand
- Written reprimand
- Corrective training
- Suspension without pay (notice to be given in writing)
- Discharge/Nonrenewal/Termination (notice to be given in writing.)

With the exception of an oral reprimand to which this paragraph shall not apply, prior to disciplinary action being taken against an Employee, the Administration shall meet with the Employee and inform him/her of the reasons for any contemplated disciplinary action. The Employee shall be given the opportunity to present the Employee's side of the incident and to rebut any testimony. The Employee may have Union representation or any other representation as provided for in the Weingarten Rights.

3.10 Right to Organize

Employees shall have the right to organize, join and assist the Union, and to participate in professional negotiations with the Board. The Board shall not discriminate against any Employee with respect to hours, wages, terms and conditions of employment or reasons of his/her membership in the Union, participation in negotiations with the Board, or the institution of any grievance, complaint or proceeding under this Agreement. This provision is not subject to the grievance procedure.

3.11 Dress Code

Custodial employees shall be provided, and shall be required to wear, five (5) District Uniform shirts per year at no cost to the employee. At the cost of the employee, Cafeteria and Custodial employees shall have the option of wearing slacks or jeans. Other standards of professional appearance will be determined by the Director of Buildings and Grounds, after discussion with the Union President.

Paraprofessionals shall maintain professionalism with their choice of professional attire.

3.12 Summer Work

Summer work shall be voluntary and treated as a vacancy.

ARTICLE IV GRIEVANCE PROCEDURE

4.1 Definitions

- A.** Any claim by an employee or the Union that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement shall constitute a grievance.
- B.** For the purpose of the grievance procedure, a “day” shall constitute as a day the school district’s business office is open.
- C.** All grievances must be filed in writing within ten (10) days-of the occurrence of the event giving rise to the grievance.

4.2 Procedures

The parties hereto acknowledge that it is usually most desirable for an employee and his/her immediately involved supervisor to resolve problems through free and informal communications. When requested by the employee, a Union representative may accompany the employee to assist in the informal resolution of the grievance. If, however, the informal process fails to satisfy the employee or the Union, a grievance may be processed as follows:

Step #1 – The employee or the Union may present the grievance in writing to the immediate supervisor who will arrange for a meeting to take place within seven (7) days after receipt of the grievance. A union representative, if desired by the immediate supervisor shall be present for the meeting. Within seven (7) days of the meeting, the grievant shall be provided with the immediate supervisor’s written response, including the reasons for the decision.

Step #2 – If the grievance is not resolved satisfactorily at Step #1, then the grievant may refer the grievance to the Superintendent or his/her official designee within six (6) days after the receipt of the Step #1 answer. The Superintendent shall arrange with the grievant or the Union for a meeting to take place within ten (10) days of the Superintendent’s receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. Within ten (10) days of the meeting, the employee or the Union shall be provided with the Superintendent’s written response, including the reasons for the decision.

Step #3 – Should the grievant not be satisfied with the disposition of the grievance at Step #2, the grievant may within ten (10) days of receiving the decision appeal to the Board of Education. This appeal, directed to the secretary of the Board, will be in writing and will be accompanied by a copy of the complaint and the decision rendered at Step #2. The Board will meet on the matter at the regularly scheduled board meeting, providing the appeal is received by the Board Secretary at least forty-eight (48) hours before the regularly scheduled meeting of the Board. This meeting will consist of the Board, Superintendent,-grievant, and his/her Union representative, if desired. Within five (5) working days after the meeting, the Board will provide a written decision, with supporting reasons, to all parties involved.

Step #4 – If the Union is not satisfied with the disposition of the grievance at Step #3, then attorneys from both sides will meet to arrive at a resolution. Each attorney's costs will be at each organization's own expenses.

Step #5 – If the Union is not satisfied with the disposition of the grievance at Step #4, the Union may submit the grievance to final and binding arbitration. If a request for arbitration is not filed within thirty (30) days of the date for the Step #4 answer, then the grievance shall be deemed withdrawn. Expenses for the Arbitrator's services shall be borne equally by the Board and Union. The arbitration proceeding shall be conducted by an Arbitrator to be selected by the two parties within seven (7) days. The Federal Mediation and Conciliation Service (FMCS), will be requested to provide a panel of seven (7) arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be binding on the parties.

His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the District and the Union, and his decision must be based solely and only upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

- A. No grievant shall be required to discuss any grievance in the absence of a representative unless said grievant so desires.
- B. No reprisals of any kind shall be taken by the Board or the Union against an employee because of his/her participation in this grievance procedure.
- C. All records dealing with the process of a grievance shall be filed separately from the personnel files of the participants.
- D. The time limits at the step of this grievance procedure may be extended by written mutual agreement.
- E. A grievant may withdraw a grievance at any time without prejudice.
- F. A grievance must be filed and appealed within the time limits set forth above, or it shall be considered waived (if not filed in time) or settled on the basis of the last answer given (if not appealed in time). If the Board does not give its answer within the time limits set forth above, the grievance shall move to the next step of the Grievance Procedure.

ARTICLE V EVALUATION

An Evaluation Committee shall continue to meet on an as needed basis. The committee shall have representatives from the District and the Union. The Committee will refine the procedures and tool for the annual evaluation of Employees. The parties agree that the substantive aspects of both the Evaluation Plan (including the criteria and standards) and an Employee's individual evaluation (including the evaluator's assessment, judgements and ratings) are not mandatory subjects of bargaining and are not grievable or arbitrable.

The original evaluation form should be signed by the Employee. The Employee's signature does not indicate concurrence, but merely that the Employee has seen the completed form. An Employee may file a signed statement on his/her behalf relating to any evaluation in his/her personnel file with which he/she does not concur. Such dissenting statements shall be attached to the original material.

ARTICLE VI LEAVES, VACATIONS AND HOLIDAYS

6.1 Sick Leave

Employees who work at least 600 hours per year shall be entitled to fifteen (15) days of paid sick leave per school year, which may accumulate to two hundred forty (240) days including the leave of the current year. Employees will receive sick leave pay equivalent to their regular workday. Sick leave may not be used in increments of less than one-half day.

Sick leave shall be interpreted to mean personal illness, quarantine at home, illness, or death in the immediate family or household, or for birth, adoption or preparation for adoption. The immediate family for purposes of this section, shall include, parents, spouse, brothers, sisters, children, grandparents, grandchildren, parent-in-law, brother-in-law, sister-in-law, legal guardians, and civil union partners.

An employee who is sick and/or disabled and thus physically unable to work as a consequence of his/her illness and/or disability, shall be entitled to utilize accumulated sick leave during such periods of illness or disability provided a doctor's certification is filed with the office. If any employee shall have exhausted all accumulated sick leave, the employee may request of the school board a leave of absence without pay for illness or disability.

6.2 Leave of Absence

A leave of absence without pay may be granted to an Employee who has been in the employment of the district for at least four (4) years for any absence the Board deems valid. The request for such leave shall be in writing at least sixty (60) days prior to the date of the leave requested and shall include such information as the reason for the request and the length of the leave desired. The Superintendent may wave the sixty (60) day notice requirement in instances of an emergency nature.

An Employee granted leave may be eligible to remain on the group health insurance plan provided the Employee pays the entire premium for the length of the leave. It will be the Employee's responsibility to make payments on the monthly premium due date in a timely fashion. Premium costs are payable directly to the school district. Failure to pay on time will result in a loss of coverage. Employees granted leave are subject to the conditions of the master contract with the district's insurance carrier and should familiarize themselves with all requirements for eligibility on the group's plan.

An Employee granted such leave shall not accrue seniority for the leave period.

6.3 Professional Leave

The Superintendent may grant as many days of professional leave to each Employee as he/she deems fit and proper. Professional leave days may be used for any professional purpose including but not limited to conferences or workshops related to the employee's job category. The Employee shall request the use of professional leave at least one (1) week in advance of use of the professional day.

6.4 Personal Leave

Employees who work at least thirty (30) hours per week on a regular ongoing basis during their work year shall be provided with three (3) personal days per year. All requests for personal leave must be submitted in writing to the principal on the approved form "Application for Personal Leave" except in emergency situations. All requests for personal leave must be submitted at least three (3) working days prior to the requested day. Each Employee may request up to three (3) personal days per year. No requests will be approved if the operation of the school will be adversely affected because of the lack of available substitute personnel. No reason need be given for personal day use unless such day is requested on an early release training day. Personal leave may not be used in increments of less than one-half day No personal leave may be taken at the following times:

- during the first five (5) days of the school year
- at any time which would extend a school vacation period as scheduled in the school calendar

- at any time which would extend a holiday, as scheduled in the school calendar
- during the last five (5) days of the school year unless a child or spouse of the Employee may be graduating from a grade school, college or other advanced school. If this situation occurs, all efforts should be made by the Employee and the Principal to ensure that the Employee is absent no more than one (1) day.

The above constrains may be waived by the Superintendent. Unused personal days may be rolled over to the following year as sick leave days. In the event a request for personal leave is denied, the Employee will be notified in writing, with a specific reason for denial as far in advance as possible, but no later than the second to last working day prior to the requested personal day. The reason for denial shall be final and not subject to the grievance and arbitration procedure.

6.5 Bereavement Leave

Employees shall be granted annually up to three (3) days of paid leave per incidence of death in the immediate family or household or for individuals with whom the employee has close personal or familial relationship. The term “immediate family” shall be defined as those individuals listed in Section 6.1 of this Agreement.

6.6 Child Care Leave: Child care leave shall be defined as a leave granted for maternity, paternity, foster, or adoptive parenthood. It is understood that foster parenthood will apply to cases involving children under the age of ten (10) years. A teacher covered by this Agreement shall be permitted a leave of absence without compensation, without loss of tenure, or position on the salary schedule under the following conditions:

1. If a child care leave is desired, the teacher shall arrange for a meeting with the Superintendent at least 120 calendar days prior to the anticipated leave. The purpose of this meeting shall be to work out the period of such leave subject to the provisions of this section. In the case of foster or adoptive parenthood, notification of anticipation of a leave shall be given to the Superintendent at the time the teacher has been notified of eligibility. Such notification of anticipated leave shall be placed on file with the Human Resources Office for a period of one year.
2. In order to preserve continuity of instruction, it is agreed that a child care leave shall, if at all possible, begin and/or end at a natural break in the quarter or semester. Notification of a teacher's intent to return shall be given to the Superintendent of Schools, or his/her designee, by March 1st prior to the date his/her leave expires. Failure to provide such notice will be viewed as a resignation by the teacher.
3. A child care leave shall not exceed the remainder of the school year in which it is granted and up to one additional school year. A request for extension of a child

care leave shall be submitted to the Superintendent at least sixty (60) calendar days prior to the expiration date of the leave.

4. Upon returning from child care leave, a teacher shall be placed in the position he/she held at the time the leave commenced, if such position still exists, or a position for which he/she is qualified, if such is available.
5. Teachers who become pregnant and who wish to continue their employment on an active basis, will provide the Superintendent, or his/her designee, with documentation issued by a licensed physician, certifying her medical capacity to continue with active employment.

6.7 Family and Medical Leave (FMLA):

Eligible Employees are entitled to leave according to the terms of the Family and Medical Leave Act (“FMLA”) subject to the following provisions:

- A. “Eligible Employees” means an employee who has been employed by the District for at least twelve (12) months and who has worked at least 1,250 hours during the twelve (12) months preceding the period of the requested leave.
- B. Eligible Employee will be granted FMLA leave up to a total of twelve (12) weeks for one or more of the following conditions:
 1. The birth of a child and the care for the newborn child.
 2. The placement with the employee of a child for adoption or foster care and the care for the newly placed child.
 3. To care for the employee’s spouse, child, parent, or employee’s household with a serious health condition.
 4. A serious health condition that makes the employee unable to perform one or more of the essential functions of his or her job.
 5. For certain qualifying exigencies, as defined by FMLA, arising out of a covered military member’s active duty status, or notification of an impending call or order to active duty status, in support of a contingency operation.
- C. FMLA leave shall be extended for up to a total twenty-six (26) weeks per twelve (12) month period to care for a spouse, son, daughter, parent or next of kin who is a covered service member recovering from a serious injury or illness incurred in the line of duty on active duty. The twelve (12) month period in which the twelve (12) weeks of leave may be taken will be calculated under a rolling twelve (12) month period measured backward from the date an employee uses any FMLA leave. Under this method, each time an employee takes FMLA leave, the remaining leave entitlement would be any balance of the twelve (12) weeks, which has not been used during the immediately preceding twelve (12) months.

- D. Employees taking FMLA leave to care for a child, spouse, parent, employee's household or the employee's own serious health condition may use accrued paid sick leave days concurrently with the running of the period of FMLA leave. For that period of FMLA leave for the birth and care of a newborn child during which the employee is unable to perform one or more of the functions of his or her job, the employee may use accrued paid sick leave days (for conditions for which sick leave is applicable) concurrently with the running of the period of FMLA leave.
- E. In any case in which the necessity for FMLA leave is based upon an expected birth or placement for adoption, or planned medical treatment for a serious health condition of the employee, family member, or member of the employee's household, the employee will provide the Superintendent with at least thirty (30) calendar days advance written notice of the date the leave is to begin. When the need for FMLA leave is due to unforeseen circumstances and advance notice is not practicable, the employee will provide notice of the need for such leave as soon as practicable. Whenever feasible, the employee will provide the Superintendent with at least thirty (30) calendar days advance notice of intent to return from the leave.
- F. FMLA leaves will be governed by the terms of the Act and the regulations issued by the U.S. Department of Labor, subject to the terms of this Agreement. In the event the Family and Medical Leave Act is repealed, then this Section of this Article will no longer be in force and effect.

ARTICLE VII COMPENSATION, BENEFITS & RETIREMENT

7.1 Medical and Life Insurance Benefits

Employees who work at least thirty (30) hours per week on a regular ongoing basis are eligible to participate in the Board's health and life insurance plan. The Board will pay for single eligible Employee medical and life insurance benefits at an 80/20 percent ratio. The Board will pay 80% of all costs and the Employee will pay 20% of all costs. The Board will pay family coverage at a 77/23 percent ratio. These ratios will be in effect for the term of this contract.

7.2 Attendance Bonus

Employees with no used sick time (whole or partial days) will be given an incentive bonus of two hundred dollars (\$200) at the end of the school term (June 30). Sick days used due to death in the immediate family, *School Code 122-24-6* will not be recorded against the incentive bonus provision. This benefit will be retroactive for the 2016-2017 school year.

7.3 Catastrophic Sick Day Donation Program

The purpose of this program is to permit Employees who have a “catastrophic” condition as defined below to request donations of sick days from other Employees. Employees may donate no more than nine (9) total sick days in a year to others with a catastrophic condition, and may donate no more than three (3) days to a particular person in a year. This donation program serves as a way to bridge the gap from the point the Employee has exhausted all sick days and personal days to the point the Employee returns to work or is on disability leave or other leave approved by the Board or this collective bargaining agreement.

A. Eligibility to Receive Sick Days

This program is available to Employees who are eligible to receive sick leave days pursuant to Article 6.1 of this Agreement and who have exhausted all of their accumulated sick leave, used their personal days, and suffer from a personal illness, disability, or hospitalization of a “catastrophic” nature. Catastrophic refers to life-threatening, extraordinary, or chronically debilitating medical conditions and is not intended to include commonplace or ordinary medical conditions. Examples of catastrophic medical conditions include certain cancers and pregnancy/child-birth complications that are hazardous to the life of the mother and/or unborn child. In contrast, the flu, broken leg, and routine pregnancies are not considered catastrophic medical conditions. Generally, catastrophic medical conditions must be considered both long-term in nature and require long-term recuperation periods. A physician’s statement certifying that the medical condition is life-threatening, extraordinary, or chronically debilitating must be submitted with the staff person’s request to access this program. The Catastrophic Leave committee shall determine whether a staff person qualifies for this program.

B. Eligible to Donate Sick Days

All Employees are eligible to donate sick days under this program. Individuals can decide, within each of their own discretion, whether they would like to participate in this program since it is purely voluntary. No person may donate more than three (3) sick days in a year to a person with a catastrophic condition and no more than nine (9) sick days in the aggregate in that same year to others with a catastrophic condition. Employees who elect to donate sick days will remain anonymous and will inform the Superintendent of their intentions to participate in the program. The recipient of the donated days shall not know the identity of those donating sick days; only the Superintendent and Bookkeeper will have knowledge of those staff members donating days for record-keeping purposes.

C. Procedure

An Employee wanting to receive sick days under this program must first make a written request that includes the physician's statement referenced in B to the Superintendent asking to solicit sick days from others. Within three (3) days of receiving the written request, the Superintendent shall convene the Catastrophic Leave Committee to determine whether the requesting person is eligible for this program. Within one (1) day of when the committee determines that the person is eligible, the Superintendent shall deliver a copy via email and via mailbox to the staff eligible to donate sick days. A staff person should respond to the request within ten (10) school days by contacting the Superintendent and executing any forms necessary to effectuate the transfer of the sick days.

The recipient of the sick days received in connection with this program must use said days during the school year in which the sick days were donated. Any unused sick days provided to a specific Employee will go into a "sick bank" which will be reserved for the next Employee approved to receive future catastrophic need. The "sick bank" must be exhausted before participating staff will be asked to donate days to any specific Employee for that particular fiscal year.

D. Catastrophic Leave Committee

The Catastrophic Leave Committee shall be made up of four (4) members, consisting of the Superintendent, the Union President and one designee by each. The decisions of the committee shall be final and are not subject to a grievance, arbitration or other review.

7.4 Payroll Procedures and Deductions

Employees shall be paid every other Friday.

The Board shall make payroll deduction as authorized by Employees to the following:

Rockdale District 84 Support Staff Council of American Federation of Teachers-Local 604, IFT-AFT, AFL-CIO.

7.5 Overtime

Any time worked outside an Employee's normally scheduled hours that was preapproved by the Superintendent or his/her designee will be recorded on time sheets. Employees will be paid 1.5 times their hourly rate for these additional hours over 40 hours per week.

7.6 Extra-Curricular Stipends

Any Employee who performs duties covered by the Extra-Duties Stipends schedule under the Rockdale Teachers Collective Bargaining Agreement will be compensated at the amounts set forth in such Schedule.

Commencing on July 1, 2017, any Employee who performs crossing guard duties will be compensated at \$25.00/day.

7.7 Pay Rates and Annual Increases

Each bargaining unit employee shall receive the annual salary increase noted below. The noted increase will be applied to the employees' hourly rate for the prior year of employment.

WORK YEAR	SALARY INCREASE OVER PRIOR YEAR
2019-20	3% (\$11.85 per hour)
2020-21	5.25% (\$12.47 per hour)
2021-22	5.25% (\$13.13 per hour)
2022-23	5.25% (\$13.82 per hour)

A. Starting Pay Rates for Cafeteria/Custodial and Paraprofessional Employees:

2019-20	\$11.85 per hour
2020-21	\$12.44 per hour
2021-22	\$13.06 per hour
2022-23	\$13.72 per hour

7.8 Retiree Health Insurance Reimbursement

The Board recognizes the service of those Employees who rendered creditable service to the District immediately preceding retirement and are eligible to receive pension benefits through the Illinois Municipal Retirement Fund (IMRF).

A. Eligibility

1. Immediately preceding retirement from District 84, the Employee must have rendered at least fifteen (15) years of credible service to Rockdale School District 84 in a position that is eligible to receive health insurance benefits from District 84.
2. Must be eligible to receive pension benefits through IMRF as of the date of retirement with District 84.

3. Must submit an irrevocable retirement notice to District 84 no later than January 1, 2020.
4. Retirement from District 84 must occur at the end of a school term.

B. Benefit

The Board shall reimburse an eligible Employee up to 80% of the District's single health insurance premium for three (3) years after retirement for the District.

ARTICLE VIII EFFECT OF AGREEMENT AND DURATION

8.1 Maintenance and Amendment of Contract

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

8.2 Savings Provision

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

8.3 No Strike Provision

The Union, its members, and members of the bargaining unit agree not to strike, engage in any work stoppage, or picket, any of which of the foregoing in any manner would tend to disrupt the operation of any school in the district or its administrative offices, during the term of this Agreement.

8.4 Waiver of Mid-Term Bargaining

The parties acknowledge that, during the negotiations which resulted in this Agreement and its appendices, each had the unlimited right and opportunity to make demands and

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

SIGNATURE PAGE

This Agreement shall be in effect from July 1, 2019, through June 30, 2023.

IN WITNESS THEREOF:

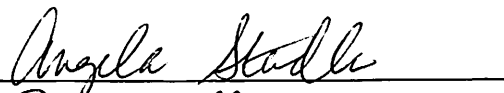
For the Rockdale District 84 Support Staff Council
of American Federation of Teachers,
Local 604, IFT-AFT, AFL-CIO

Co-President: 

Co-President: 

Date: 11/15/19

For the Board of Education of Rockdale School
District No. 84, Rockdale, IL

President: 

Secretary: 

Date: 11-20-19

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is provided to memorialize an agreement reached by the Board of Education of Rockdale School District No. 84, Will County, Illinois (Board) and Rockdale District 84 Support Staff Council, American Federation of Teachers, Local 604, IFT-AFT, AFL-CIO (Council). The Board and Council are currently parties to a collective bargaining agreement (Agreement) covering the period 2019-2023.

Pursuant to that Agreement, bargaining unit members are paid an hourly salary. Historically, the District has converted the hourly rate to an annual salary, which was paid to bargaining unit members in two-week payroll intervals.

As a result of the Governor's continuing Disaster Proclamation, the Board has approved a School Reopening Plan for the 2020-21 school year. The implementation of this plan, including students engaged in remote learning, affects the work assignment and duties of bargaining unit members, particularly cafeteria personnel and night custodians.

The implementation of the Board's plan will make the work load and assignment of these employees vary from week to week. Consequently, it will not be feasible to anticipate predictable hours worked for these groups or convert the hourly rate to a salary paid in equal installments. As a result, for the duration of the implementation of the Board's 2020-21 plan, the affected employees will utilize time sheets to determine pay. The process for submission of the timesheets will be determined by the Superintendent after consultation with the Council President.

All other terms and conditions of the parties' 2019-2023 Agreement will remain in full force and effect.

BOARD OF EDUCATION

ROCKDALE SUPPORT STAFF
COUNCIL, AMERICAN
FEDERATION OF TEACHERS,
LOCAL 604, IFT-AFT, AFL-CIO

By: Angela Stadler

By: Kelly Nuss Rachel Bean

Attest: [Signature]

Attest: [Signature] [Signature]
8.14.20 8-17-20

Dated: 9-16-2020

Dated: 8-14-2020