

AGREEMENT

between

Board of Education of Rockford
School District No. 205
Winnebago and Boone Counties, Illinois

and

Educational Interpreters Association,
IEA-NEA

July 1, 2018 through
June 30, 2021

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ARTICLE 1 - RECOGNITION

The Board of Education of Rockford School District No. 205, Winnebago and Boone Counties, Illinois, hereinafter the "Employer", hereby recognizes the Educational Interpreters Association, IEA/NEA, hereinafter referred to as "EIA", "Union" or "Association", as the sole and exclusive bargaining representative for all full-time and regular part-time hearing impaired interpreters employed by Rockford School District No. 205; excluding any employees represented by another bargaining unit, any short-term employees, and any supervisory, managerial, confidential employees as defined by the Illinois Educational Labor Relations Act.

ARTICLE 2 - TERMS AND EFFECTS OF AGREEMENT

Section 1 - Legality

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 violated the law, but the remaining Articles, Sections, and clauses shall remain in full force and effect for the duration of this Agreement, if not affected by the deleted Article, Section or clause.

Section 2 - Complete Agreement

The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the Board and the Union. Both parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and propositions upon the other party. All understandings and agreements arrived at after the exercise of this right and opportunity are set forth in this Agreement. The parties each voluntarily and unqualifiedly waive any rights which might otherwise exist under law to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively during the term of this Agreement. Subject matters not referred to in this Agreement or statutes applicable to matters covered by this Agreement shall not be considered as part of the Agreement and remain exclusive Board prerogatives. The terms of this Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in an amendment hereto.

Section 3 - Non-Discrimination

Neither the Employer nor Union shall discriminate against or in favor of any employee on account of race, color, creed, national origin, political belief, sex, age, marital status, sexual preference or membership or non-membership in the Union.

Section 4 - Individual Contracts

Any individual contract between the Employer and an employee heretofore and hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement.

ARTICLE 3 - STRIKES AND LOCKOUTS

The parties, desiring orderly and peaceful relations between the Employer and its employees and uninterrupted operations of the public schools, hereby agree that during the term of this Agreement:

1. Except in situations beyond the control of the Employer, including without limitation, riots, insurrection, acts of God, strikes or other acts of unrest, the Employer shall not lock out any unit member; and
2. The Union and members of the bargaining unit shall not engage in any strikes, work stoppages, slowdowns, sick-ins, or any other interruptions or withholding of services that would disrupt the operations or administration of the Employer of any of its programs, sites or other employees, agents, or contractors. Unit members shall not honor (by withholding of services) the withholding of services by other employees of the Employer, whether or not such withholding of services is legal.

ARTICLE 4 - MANAGEMENT RIGHTS

The Board retains and reserves the exclusive responsibility for proper management of the School District conferred upon and vested in it by the Statutes and Constitutions of the State of Illinois and the United States. The exercise of the Board's statutory and Constitutional powers shall be subject to the provisions of law and the express terms of this Agreement. Such rights include, but are not limited to, the right:

1. To maintain executive management and administrative control of the School District and its properties and facilities, and the activities of its employees as related to the conduct of school affairs.
2. To hire, direct, assign, transfer, evaluate, and promote all employees and to determine their qualifications and the conditions for their continued employment, dismissal or demotion, unless limited by the terms of this Agreement.
3. To establish, modify and terminate, in whole or in part, programs and courses of instruction, including special programs, to provide for athletic, recreational and social events for students, all as deemed necessary and advisable by the Board, and to determine the methods and means of providing these programs and courses of instruction.
4. To delegate authority through recognized administrative channels for the development and organization of the means and methods of job performance according to current written Board Policy, unless limited by the terms of this Agreement.
5. To subcontract work assignments of a temporary nature for employees who hold positions not occupied by permanent employees, through contract employee status. "Temporary Nature" shall be defined as the filling of a position for less than one (1) fiscal year. The examples of this kind of temporary work assignment would be that provided by an agency supplying such employees to the School District for a fee and/or by certain individual or individuals working for the School District as independent contractors.
6. The exercise or non-exercise of the rights hereby retained by the Board shall not be deemed to waive any right vested in it by the Statutes and Constitutions of the State of Illinois and the United States, or the right to exercise the same in some other way in the future.

ARTICLE 5 - ASSOCIATION RIGHTS/UNION SECURITY

Section 1

The Union and its representatives shall have the right to use school buildings or other work sites for meetings outside school hours, provided that when special custodial service is required, the Employer may make a reasonable charge.

Section 2

Duly authorized representatives of the Union and their respective affiliates shall have the right to transact official union business on school premises providing such business does not interfere with the operations of the Employer.

Section 3

Within ten (10) days following Board action, names and addresses of newly hired employees shall be provided by the Employer to the President of the Union.

Section 4

To facilitate communications between Union members and their representatives, the Employer agrees that the Union may make reasonable use of inter-school distribution facilities and services as well as bulletin boards in employee work areas. Any material posted must bear the signature of any Union officer or member and removal date. The Union shall have the right to use school audio-visual and specified business equipment when reservations have been made with supervising administrator or central office.

Section 5

Employees covered by this Agreement who are not members of the Union paying dues by voluntary payroll deduction shall be required to pay in lieu of dues, the proportionate fair share of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment in accordance with the Illinois Education Labor Relations Act. The fair share payment as certified by the Union shall be deducted by the Employer from the earnings of the non-member employees and shall be remitted bi-weekly to the Union at the address designated in writing to the Employer by the Union. The Union shall advise the Employer of any increase in fair share fees in writing at least fifteen (15) days prior to its effective date. The amount constituting each non-member employee's share shall not exceed dues uniformly required of Union members.

ARTICLE 6 - LABOR/MANAGEMENT COMMITTEE MEETINGS

Section 1

The Union and Employer agree that where both parties agree that it is desirable to have a meeting concerning matters covered by this contract that such meetings shall be held at a convenient time and place with an agenda established by agreement between Union representatives and Employer representatives.

Section 2

- a. For the purpose of handling complaints and/or grievances, attending Labor/Management meetings and negotiations, and/or attending other meetings necessary for the smooth operation of the Employer, the Union shall be allowed to select their representative(s).
- b. NOTIFICATION - The Union shall notify the Employer of its designated stewards or Union representatives within thirty (30) days of the effective date of this Agreement and thereafter when changes occur.

ARTICLE 7 - GRIEVANCE PROCEDURE

Section 1 - Definition

- a. A "grievance" shall mean a claim by the Union or an employee that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.
- b. Grievances may be processed by an employee or the Union on behalf of an employee if filed not later than ten (10) days from the date the grievant(s) becomes aware of the occurrence giving rise to the complaint.
- c. All time limits consist of work days, defined as days the Administration building is open.

Section 2 - Purpose

- a. The purpose of this Article is to secure at the lowest possible administrative level, equitable solutions to grievances which from time to time arise. Both parties agree that these proceedings will be kept informal and confidential.
- b. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with the appropriate member of the administration and to have the grievance adjusted without intervention of the Union, provided the adjustment is not inconsistent with the terms of this Agreement.

Section 3 - Procedures

The parties acknowledge that it is usually most desirable for an employee and his/her immediately involved supervisor to resolve the problem through free and informal communications. When requested by an 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, a grievance may proceed as follows:

Step 1:

The employee or Union may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting including the involved supervisor, the grievant, and the Union representative to take place within five (5) working days after receipt of the grievance. Within five (5) working days after the meeting, the grievant and Union shall be provided with the supervisor's written response including the reasons for the decision.

Step 2:

Should the Union be dissatisfied with the supervisor's disposition of the matter, it may refer the matter to the Human Resources Department within five (5) days of its receipt of the Step 1 response. This administrator shall have five (5) days in which to render a decision and present it in writing to the grievant and the Union.

Step 3:

If the grievance is not resolved at Step 2, the Union may refer the grievance to the Board Attorney within ten (10) days after receipt of the Step 2 answer. The Board Attorney shall arrange with the Union representative for a meeting to occur within five (5) working days of the Board Attorney'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 five (5) working days after the meeting, the Union shall be provided with the Board Attorney's response and reasons for the decision.

Step 4:

If the Union is not satisfied with the disposition of the grievance at Step 3, or if the Board Attorney fails to comply within the specified time limit, the grievance may then be submitted to binding arbitration under the auspices of the National Academy of Arbitrators. If a demand for arbitration is not filed with the Board Attorney within thirty (30) calendar days, then the grievance shall be considered withdrawn. For purposes of calculating the thirty (30) calendar day period under this Step 4, thirty (30) calendar days begins on either a) the day following the date of Union's receipt of the Board Attorney's response at Step 3 or b) the day following the date on which the Board Attorney's response at Step 3 was due, whichever date is earlier.

Presentations before the arbitrator shall not include new grounds or evidence not already presented at Steps 1, 2, or 3.

The arbitrator has no power to alter, add to, or subtract from this Agreement between the parties. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursements as are judged proper. Each party shall bear the full costs of its presentation before the arbitrator and will pay one half the costs of the arbitrator and, where applicable, the court reporter.

Section 5 - Time Limits

- a. Grievances may be withdrawn at any step of the grievance procedure without prejudice. Grievances not appealed within the designated time limits (and where there has been no mutual agreement of extension) shall be considered withdrawn.
- b. Time limits at any step or for any hearing may be extended by mutual agreement of the parties involved at that particular step.
- c. The Employer acknowledges the right of the Union's grievance representative to participate in the processing of a grievance at any level, and no employee shall be required to discuss any grievance if the Union's representative is not present.
- d. Bypass to Arbitration - If the Board Attorney and Union mutually agree, a grievance may be submitted directly to arbitration.
- e. Class Grievance - Class grievances involving one or more employees or one or more supervisors, and grievances involving an administrator above the building or department level may be initially filed by the Union at Step 2.

ARTICLE 8 - EMPLOYEE DISCIPLINE

Section 1 - Misconduct

- 1. It is recognized by the Union that the Employer has the right to establish work requirements for its employees. The Employer shall follow the tenets of progressive discipline. Any disciplinary action shall be for just cause.
- 2. If the Employer has reason to discipline an employee after an oral reprimand, written notice of the specific grounds forming the basis for disciplinary action will be delivered to the employee. Written notice of a suspension or discharge shall be delivered to the employee, the Union President and UniServ Director.

ARTICLE 9 - PERSONNEL FILE

Section 1

Every employee shall have the right to examine, in the presence of the person responsible for the files, the contents of that employee's building and central office personnel files. The administration shall have the opportunity to withdraw any confidential recommendations received prior to or after employment, provided such requests for confidential recommendations were made prior to employment. "Employment" for the purpose of this section, means the date on which a new employee starts to work for the Employer, not the date the employee is actually approved by the Board of Education, if the date of approval is later than the actual first day of work.

Section 2

An employee shall examine and be offered the opportunity to initial all material of an evaluative nature to be placed in his/her personnel file prior to its inclusion in the file. An employee's initials or signature on any materials of an evaluative nature shall only signify that he/she has seen the material but that they do not necessarily agree with its content. An employee may, within ten (10) working days of the date on which he/she became aware of the evaluative material, present in writing a response to the evaluation to be included in the personnel file.

ARTICLE 10 – SENIORITY

Section 1 - Seniority

Seniority, for the purposes stated in this Agreement; is measured by the employee's length of continuous service in a bargaining unit position since his/her most recent date of hire.

Section 2 – Seniority List

A list of employees and their seniority shall be established and maintained by Employer. Such list shall be available to the Union upon request.

Section 3 – Job Posting

Bargaining unit vacancies shall be posted on the District's web site for a period of five (5) working days. The job will be posted continuously until filled, unless the district cancels the job.

Section 4 - Selection

The applicant best qualified for the position, in the Employer's sole judgment, shall be selected.

Section 5 – Reduction in Force

Employees who are being laid off shall be notified in writing at least thirty (30) days prior to the effective date of the layoff. Layoffs shall be in the inverse order of their bargaining unit seniority.

Section 6 - Recall

In the event of recall, the employees who have been laid off shall be immediately notified in order of seniority with the most senior person on the recall list being called first. Employees have the right to be recalled up to one calendar year after the beginning of the school term that follows the layoff.

Section 7 - Loss of Seniority

There shall be no loss of seniority due to layoff or approved leave, except as otherwise provided in this Agreement. Provided however, that an employee who has been absent for a period in excess of eighteen (18) months shall be considered to have resigned from employment and that employee's seniority shall cease.

Section 8 – New Employees

- a. A new employee shall be denominated a "probationary" employee. A probationary period for all such new employees shall begin on the first day of employment and end after the employee has completed six months of employment. The six month probation timeframe shall not include the winter break, spring break or summer break. A probationary employee may be discharged or disciplined by the Board without recourse at any time prior to the end of the probationary period.
- b. A probationary employee's access to the grievance procedure will be limited to grievances related to pay, benefits and hours of work. Upon successful completion of the probationary period, the employee's name will be placed on the seniority list.

ARTICLE 11 - PERFORMANCE EVALUATIONS

Section 1 - Purpose of Evaluation

The Employer and Union agree that evaluation is the systematic appraisal of employee work performance through the use of a performance evaluation form and conferencing with the employee. The evaluation process is a method of measuring performance against the standards and expectations of the position.

Section 2 - Scheduled Performance Evaluation

- a. Probationary Employees: A performance evaluation form shall be completed prior to the end of the six (6) month probationary period for each employee new to the District.
- b. Regular Employees: All sign language interpreters holding a standard certificate will be evaluated yearly for four consecutive years. Thereafter, at a minimum, sign language interpreters holding a standard certificate will be evaluated every other year. Performance evaluations shall occur during typical work days and settings. Such observations shall not occur before September 15 or after May 1 of an academic year.
- c. Summative evaluations shall be delivered to employee within ten (10) days of completion.

Section 3 - Special Performance Evaluation

- a. A special performance evaluation form for an employee may be prepared at any time by his/her supervisor with at least two (2) work day's notice to the employee. Such evaluation report may be used to provide a record of either deterioration of, or an improvement in, an employee's performance or for recording formal commendations for outstanding performance.
- b. If a special evaluation indicates that the employee's performance is less than satisfactory, the supervisor shall follow the employee discipline and remediation procedures as specified in Article 8, Section 2 of this Agreement.
- c. The employee is required to sign the performance evaluation form. Signing of the performance evaluation form does not mean the employee is in agreement with the evaluation, but shall signify that he/she has reviewed the evaluation and has received a copy. The employee has the right to attach a statement to the performance evaluation. The performance evaluation form will be forwarded by the supervisor to the Human Resources Department for the employee's permanent personnel file.

Section 4 – Lack of Performance

The Employer and Union agree that employees should perform their assigned duties at a satisfactory level. Prior to the evaluation of an employee as unsatisfactory, the following should occur:

- Documented evidence of one or more counseling sessions addressing the area(s) that could lead to an unsatisfactory evaluation. The documented counseling session should be signed by the supervisor and initialed by the employee.
- When the work performance of the bargaining unit employee is evaluated as unsatisfactory, the administrator to whom the employee reports shall place the employee on remediation. The administrator, Human Resources administrator and employee shall meet and draw up a remediation plan. Such bargaining unit employee shall have the right to invite a union representative to be present at that meeting. A copy of the proposed remediation plan shall be forwarded by the Human Resources Administrator to the Union President. The remediation plan shall be implemented for a period not less than sixty (60) working days. The remediation plan shall include approximate dates of at least four (4) periodic reviews of progress. The progress meetings will take place with the employee, the supervisor and a Human Resources administrator or designee. Upon the request of the employee, a union representative may attend the progress meetings. If, upon completion of the remediation, the employee's work performance is unsatisfactory, the employee shall be terminated.

An employee is not eligible for transfer during remediation.

Section 5 – Professional Development

The Board will pay up to \$1,000 per fiscal year per employee, including travel outside of the District, for courses required to maintain an employee's certification. Such courses must be pre-approved by the employee's immediate supervisor.

ARTICLE 12 - HOURS OF WORK

Section 1 - Meal and Rest Periods

All full-time employees shall have a duty-free, uninterrupted, unpaid lunch period of thirty (30) minutes.

Section 2 – Work Day/Work Schedule

A regular work day for a full-time Employee will consist of six and one-half (6 ½) hours, which shall include a continuous 30 minute planning period. Positions requiring more than six and one-half (6 ½) hours per day must be approved by Human Resources upon proper verification by the appropriate supervisor. The work day for bargaining unit members will be continuous hours not including lunch.

Section 3 – Institute Days/In-service/Workshops

Beginning with the 2011/2012 school year, Interpreters will work all regularly scheduled school days and the two (2) institute days at the beginning of the school year as well as one (1) additional institute day, which shall be scheduled by the Departmental Supervisor at the beginning of the year.

Section 4 – Electronic Timekeeping

1. The following rules shall apply:

- a. Employees shall have four (4) "grace" periods per school year for which they may be tardy up to six (6) minutes per occurrence and for which they will neither be docked nor disciplined. For five (5) or more tardies in one school year, the employee shall be disciplined and his/her pay may be docked.
- b. Sick time may be used in fifteen (15) minute increments for doctor appointments and illness (self and family). If the employee has exhausted sick time, the employee will be docked, but must also have prior approval from his/her supervisor.
- c. Personal business leave may be used in fifteen (15) minute increments.
- d. In the event an employee must leave the building early on district business, the time shall not be docked, provided his/her supervisor has given advance approval to the employee.

2. For payroll calculation purposes, the total hours worked each day will be rounded in quarter hour (15 minute) increments as follows:

	Minutes Worked	Round To
0 to 7	0 minutes	
8 to 22	15 minutes (0.25 hours)	
23 to 37	30 minutes (0.50 hours)	
38 to 52	45 minutes (0.75 hours)	
53 to 67	60 minutes (1.00 hour)	

Notwithstanding the above, an employee who is tardy to work or who leaves prior to completing his/her scheduled work hours may be subject to disciplinary action.

ARTICLE 13 OVERTIME / EXTRA WORK

Hours worked in excess of the Employee's normally scheduled hours shall be paid at the Employee's straight time hourly rate up to forty (40) hours each pay week. All hours worked in excess of forty (40) hours during a pay week shall be compensated at one and one-half (1½) times their straight time hourly rate. Overtime hours are subject to the Departmental Supervisor's prior approval.

Employees may decline an extra-curricular or after-school assignment. However, if an assignment to provide support for a student remains uncovered because all otherwise available employees have declined such assignment, the Employer may make the assignment mandatory where such assignment involves providing interpreting services for a student for a non-overnight event. In such a case, the assignment of mandatory extra-curricular or after-school assignments shall be in inverse order of seniority and shall be rotated through the list of employees during the course of a school year. Twenty-four hours notice shall be provided prior to making a mandatory overtime assignment. An exception to the application of mandatory assignment may occur where the assigned Employee is able to obtain another Interpreter to work the mandated overtime assignment. Furthermore, notwithstanding the above requirements, the Employer shall not use the Article 13 provision for mandatory assignment of extra-curricular or after-school events unless and until Employees have failed to cover a cumulative total of eight (8) extra-curricular or after-school events in a school year.

An overtime assignment that is not contiguous with the work day shall be subject to a minimum pay requirement of two (2) hours, provided there is at least a one (1) hour interval between the end of the work day and the non-contiguous assignment's start time. In addition, if a student fails to cancel an extra-curricular or after-school assignment by 10:00 a.m. on the day of the assignment, then the Employee shall be paid two (2) hours. A student who calls in sick before the 10:00 a.m. on the day of the assignment will be deemed to have cancelled the assignment.

ARTICLE 14 SCHOOL CANCELLATION

Section 1 – Inclement Weather/Snow Day/Heat Day

On a day when school is in session and the school is dismissed because of inclement weather or other emergency situations, and where in the discretion of the supervisor there is no work for the employee to do, the employee may leave and be paid for the remainder of the half day.

Should the cancellation occur during the first half of the day, the employee who leaves shall be paid for a half day; and should the cancellation occur during the second half of the day, the employee who leaves shall be paid for the whole day. Personal or sick leave days may be used for inclement weather / snow days / heat days if the employee chooses.

Section 2 - Emergency Days

When schools are closed for emergencies which are not inclement weather/snow days (e.g., spread of disease/illness, water pipes frozen, no heat, etc.) and are days which will not be made-up in the calendar, staff will not suffer a loss of pay. This pay guarantee shall not apply in any single event beyond an initial five (5) working days period. Personal leave days may be used for emergency days if the employee chooses in the event such days are otherwise not paid.

ARTICLE 15 HEALTH AND SAFETY

Section 1

The Employer recognizes its responsibility to make all reasonable provisions for the health and safety of the employees.

Section 2

The Union recognizes the responsibility of its members to obey reasonable safety rules and follow safe work practices, to insure employee safety, as well as that of co-workers.

Section 3

An employee shall immediately report any unsafe working conditions or work practices to the appropriate supervisor.

ARTICLE 16 RIGHTS OF EMPLOYEES

Section 1

The Illinois School Code provides that Boards of Education shall indemnify and protect employees of school districts against death and bodily injury and property damage, claims and suits, including defense thereof, when damages are sought for negligent or wrongful acts alleged to have been committed in the scope of employment or under the direction of the Board of Education.

Section 2

Appearances in court, under subpoena, in litigation matters arising out of a current employee's employment by the school district will not result in loss of wages or accumulated leave. The difference between regular wages and any subpoena or witness fees received will be paid by the Board. If time spent exceeds regular work day, affected employees will be compensated for all hours involved.

Section 3

Each bargaining unit member will be provided with:

1. A lockable space for the employee's personal property away from student common areas;
2. An individual mailbox at the member's assigned "home" school; and
3. A work surface and filing space when such is deemed appropriate by the District.
4. A desk and computer in the work area.

ARTICLE 17 PERSONAL LEAVE

Section 1

All employees will be allowed two (2) of their sick days to use as personal leave for the purpose of handling personal affairs which cannot be transacted on the weekend or after school hours. Up to six personal days may be accumulated for personal leave. Except in the case of emergency, personal leave shall be granted upon request with two days prior notice to department supervisor except on the day preceding or following a legal or special holiday and/or the first or last day of school. In the event of an emergency, requiring personal leave, before or after a special holiday and/or the first or last day of school, a written request stating the reason shall be submitted to the Superintendent or a designee for approval in their sole discretion. Such personal leave shall not be used for casual or indiscriminate purposes. Casual or indiscriminate uses include but are not limited to taking vacations or earning an income from another source.

Section 2 - Jury Service

An employee who is called for jury service or who is required by law to appear for examination by a jury commission prior to such jury service will be excused from work. Such employee will be reimbursed the difference between his/her normal rate of pay for normal

rate of pay for necessary time lost. Employee shall sign his/her jury duty check over to the District Financial Department and will then be paid his/her regular pay for the time spent on jury service as provided in this paragraph. The employee should return to work after serving on jury duty unless required to serve for the entire day.

Section 3 - Family and Medical Leave Act

Certain of the leaves provided in this agreement may be covered by the requirements of the Family and Medical Leave Act of 1993 (FMLA) and will be available to all bargaining unit members who meet the eligibility requirements of the Act. The FMLA requires that eligible (i.e., employees employed at least one year and for at least 1250 work hours during that year) employees be provided with twelve (12) weeks of leave in any twelve (12) month period for qualifying events. Procedures for intermittent leave, notice requirements, medical certification, and forms to be submitted shall be according to District Policy.

Qualifying events under the FMLA are:

- a. The birth and first-year care of a child;
- b. The adoption or foster placement of a child;
- c. The serious health condition of an employee's spouse, parent or child; and
- d. The employee's own serious health condition.
- e. The existence of a qualifying exigency arising out of the fact that the employee's spouse, child, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation. A "covered military member" must be either a member of a Reserve component or a retired member of the regular Armed Forces or Reserve. "Qualifying exigencies" exist in the following categories: short-notice deployment, military events and related activities, childcare and school activities, financial and legal arrangements, rest and recuperation, post-deployment activities, and additional activities as provided in the FMLA regulations.
- f. To care for the employee's spouse, child, parent, or next of kin who is a covered service member with a serious injury or illness. A "covered servicemember" is a member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty for which he or she is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list.

FMLA leave runs concurrently with sick leave, personal leave, medical and other leaves.

Section 4

A position of an employee on leave may be advertised and the vacancy filled after the employee has been on leave for ninety (90) days.

Section 5 – Maternity Leave

- a. A regular classified employee who is pregnant may be entitled, upon request, to a leave without pay to begin at any time between the commencement of her pregnancy and the birth, adoption or placement for adoption of her child. For leave for adoption or placement for adoption, the school board may require that the teacher or other employee provide evidence that the formal adoption process is underway. Said employee shall notify the Human Resources Department in writing of her desire to take such leave and, except in case of emergency, shall give notice at least thirty (30) days prior to the date on which her leave is to begin. She shall include with such notice either a physician's statement certifying her pregnancy or a certified copy of the birth certificate of her child, whichever is applicable. An employee who is pregnant may continue in active employment as late into her pregnancy as she desires, provided she is able to properly perform all of her required functions.
- b. The leave of absence shall become effective at the end of the last day of formal employment and may extend up to the end of the current school year. The employee must give sixty (60) days notice of her desire to return from maternity leave.

Section 6 – Unpaid Leave

A full time staff member who is employed by the District may be eligible for an Unpaid Leave for medical, maternity, or educational purposes of a continuous period of time not to exceed twelve (12) months. The Unpaid Leave may be combined with any other leave provided in this Article. Notwithstanding, irrespective of any combination of leaves, the Staff Member shall not be entitled to more than a continuous period of time of twelve (12) months.

To be eligible for an additional Unpaid Leave, the staff member must have returned to work at the end of the prior scheduled Unpaid Leave and must have worked at least one (1) full school year following the staff member's return to work.

A staff member who has been granted an Unpaid Leave shall be entitled to full insurance benefits at the premium rate of an active member for the duration of the leave. Application for an Unpaid Leave shall be in writing to the Human Resources Department. Further, the staff member shall maintain all accrued benefits and other rights provided in this Agreement.

If such Unpaid Leave is for reasons set forth in the FMLA, a staff member is still entitled to the twelve (12) month Unpaid Leave of absence, but such leave of absence shall run concurrent with any eligible FMLA leave. In addition, if the Unpaid Leave is for medical reasons, the staff member shall be required to provide medical certification irrespective of whether the staff member qualifies for FMLA.

ARTICLE 18 SICK LEAVE

Section 1

- a. IMRF-paying employees (those working 600 hours or at least 3-1/2 hours per day, 5 days a week) receive 12 days sick leave per school year.
- b. Non-IMRF-paying employees (those working fewer than 600 hours or fewer than 3-1/2 hours per day) receive 5 days sick leave per school year.
- c. Any employee subject to coverage with IMRF may accumulate sick leave up to the amount of sick days that would increase credited service for retirement purposes.
- d. A sick day may be used for personal illness, quarantine at home, or serious illness or death in the immediate family or household, or birth, adoption or placement for adoption. "Immediate family" shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.
- e. For paid leave for adoption or placement for adoption, the Board may require the employee to furnish evidence that the formal adoption process is underway, and such paid leave is limited to thirty (30) days.

Section 2

For the purpose of computation of overtime, sick leave will be considered as time worked.

Section 3

The Board may require a certificate from a physician licensed in Illinois to practice medicine in all its branches, an advance practice nurse who has a written collaborative agreement with a collaborating physician that authorizes the advanced practice nurse to perform health examinations, a physician assistant who has been delegated the authority to perform health examinations by his/her supervising physician, or, if the treatment is by prayer or spiritual means, a spiritual advisor or practitioner of the employee's faith, as a basis for the employee's pay during leave after an absence of three (3) consecutive work days, or thirty (30) days, if the sick leave is related to a birth.

Section 4 - Permanent Disability Benefits

Payments for absence in connection with permanent disability are made in accordance with the Illinois Municipal Retirement Fund procedures for those who are eligible.

Section 5 - Workers' Compensation

Payments are made in accordance with the State law covering occupational injuries and diseases for those who are eligible.

ARTICLE 19 HOLIDAYS

Section 1

Employees working twenty-five (25) hours or more a week shall be compensated with pay for all holidays that are listed in the approved school calendar. To qualify for holiday pay, employees must work the day before and the day after the holiday.

Such days include:

Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
New Year's Day
M.L. King's Birthday
Presidents' Day
Casimir Pulaski Day
Good Friday
Memorial Day

In the event that the District's calendar includes Casimir Pulaski's Birthday, and in the event the District receives a waiver for Casimir Pulaski's Birthday and school is conducted, then bargaining unit members shall work on Pulaski's Birthday and this shall not be designated as a holiday for the purposes of Section 4 of this Article 19. If the Casimir Pulaski's Birthday holiday is cancelled before the winter break, employees shall receive an additional day on Christmas Eve Day. Or, if Casimir Pulaski's Birthday holiday is cancelled after the winter break, employees shall receive an additional day during the spring break.

Section 2

To be eligible for holiday pay, an employee must work his/her regularly scheduled hours on the last scheduled work day before and after the holiday unless this requirement is waived by the supervisor.

Section 3

The last scheduled work day before and after a holiday will be considered to have been worked if an employee is on jury duty or in court under subpoena under Article 17, section 2 of the Contract.

Section 4

Any employee required to work on a holiday shall be paid double time for the hours worked.

ARTICLE 20 PAYROLL DEDUCTIONS

Section A – Payroll Deductions

All authorizations for payroll deductions may be initiated or changed at any time in writing, with thirty (30) days prior notice, for: (1) Association Dues, (2) Credit Union, (3) 403(b)/Roth 403(b), (4) United Fund, (5) Combined Charities Campaign.

Section B – Pay Period

The pay period shall be Thursday through Wednesday.

Section C – Direct Deposit

Employees who do not elect to receive their pay via direct deposit shall have their pay checks mailed on the same day as those employees receiving direct deposit to the address that the Employee has on file with Human Resources. Employee pay stubs will be accessible online. An Employee who wishes to receive a paper copy of his / her pay stub must submit a written request to the Payroll Department.

Section D - Errors in Pay

Any errors in the computation of the wages of members shall be corrected as soon as possible upon discovery of the error and an adjustment to correct the error shall be included in the next pay period, where practicable.

ARTICLE 21 - MISCELLANEOUS

Section 1 - Rockford Board of Education Employee Assistance Program (EAP)

The EAP offers a referral service to the employees who desire assistance. Employees may request information regarding the EAP from the Human Resources Department.

Section 2 - Workers' Compensation Coverage

The Employer provides workers' compensation coverage for its employees. If an employee sustains an injury arising out of and in the course of employment, the injury should be reported immediately to the Principal or immediate supervisor and also to the Human Resources Department.

Section 3 – Travel Expense Reimbursement

Employees who use their personal vehicles in the course of their employment shall be reimbursed at the then-current business miles rate established by the Internal Revenue Service.

ARTICLE 22 - INSURANCE PLANS

Bargaining unit employees whose normal work schedule is thirty (30) hours or more per week are eligible for insurance coverage and dental insurance coverage. In addition, for those employees who are eligible for insurance coverage, the Employer shall provide \$20,000 life insurance at no cost to the employee.

Premiums will be deducted in equal installments from the first two paychecks of each month of the academic year (i.e., September through May) with coverage across a 12 month period.

Beginning of the 2018-2019 Academic Year Employee Pays Percent of COBRA Cost (per month)

Category	PPO-1000	PPO-1000	HSA	HSA
	wellness	non-wellness	wellness	non-wellness
<u>Employee</u>	\$62.25	\$66.69	\$800.00	\$400.00
<u>Employee + children</u>	\$175.04	\$228.65	\$1,350.00	\$600.00
<u>Employee + Spouse</u>	\$189.26	\$246.30	\$1,400.00	\$700.00
<u>Family</u>	\$295.48	\$378.00	\$1,750.00	\$800.00

* The above 2018-2019 PPO-1000 rates are calculated as follows: Employee Only insurance premiums would be a straight 7% of the Employee Only COBRA rate (i.e., Employee Only premium = COBRA x .07). Employee with dependent(s) premiums (whether Employee plus child(ren); Employee plus spouse; or family coverage) would be a "blended" 12.5. The blended rate applicable to Employee with dependent(s) premiums would be calculated as follows: Applicable COBRA premium for Employee with dependent(s) coverage (at the appropriate Employee plus child(ren); Employee plus spouse; or family coverage rates) minus COBRA premium for Employee Only coverage x .125. Once that number has been computed, the Employee Only Premium (at the COBRA x .07 rate noted above) will be added to that number and the total sum will then constitute the blended rate.

**Beginning of the 2019-2020 Academic Year and through the 2020-2021 Academic Year
Employee Pays Percent of COBRA Cost (per month) ****

Category	PPO-1000 wellness	PPO-1000 non-wellness	HSA
<u>Employee</u>	7%	10%	0%
<u>Employee + children</u>	12.5%	15.5%	0%
<u>Employee + Spouse</u>	12.5%	15.5%	0%
<u>Family</u>	12.5%	15.5%	0%

** Employee Only insurance premiums would be a straight 7% of the Employee Only COBRA rate (i.e., Employee Only premium = COBRA x .07). Employee with dependent(s) premiums (whether Employee plus child(ren) for those participating in the PPO1000 wellness program; Employee plus spouse; or family coverage) would be a straight 12.5% of the COBRA rate for the applicable Employee with dependent(s) premiums (i.e., Employee plus child(ren), Employee plus spouse, or family coverage). (The "blended" rate noted above in the 2018-2019 academic year will no longer apply).

*** For the 2019-2021 Academic Year, Employees will pay 12.5% of the District's total cost for the coverage they select (calculated in accordance with the rules used to calculate COBRA premiums, but without the 2% administrative fee allowed by COBRA); provided, however, that in no event will the employee portion of the premiums increase (for the same coverage option) more than 10% of the total COBRA cost. For example, if the Employee is currently paying 12.5% of a \$1000 COBRA premium and COBRA increases by 20% (i.e., increases from \$1000 to \$1200), then the Employee would only pay 12.5% of \$1100 (i.e., 10% of the COBRA increase).

Health Savings Account (HSA) Employer Contribution:

	HSA Non-Wellness	HSA Wellness
<u>Employee</u>	\$ 400	\$ 800
<u>Employee + Ch</u>	\$ 600	\$ 1,350
<u>Employee + Sp</u>	\$ 700	\$ 1,400
<u>Employee + Family</u>	\$ 800	\$ 1,750

Employees who do not elect Medical Insurance, shall pay the following monthly premiums for Dental Insurance in equal installments such that 12 month employee premiums will be paid across a 12 month period and 10 month employee premiums will be prorated across a 9 month period thereby providing coverage across a 12 month period:

Dental Only 7/1/18 – 6/30/21

<u>Employee</u>	\$7.00
<u>Employee + Ch</u>	\$13.51
<u>Employee + Sp</u>	\$14.00
<u>Employee + Family</u>	\$20.00

For Employees who take insurance, half of the monthly premium payment for insurance will be deducted from the first two paychecks of each month. In the event of a third paycheck in a month, there will be no insurance premium deducted unless there is a refund or deduction to correct as specific situation.

Changes in premiums will be effective at the start of each academic year.

Note: although it will not be part of the language in the contract, EIA will be provided a me-too clause regarding the proposed healthcare plan change to require deductibles be paid prior to co-pays taking effect.

ARTICLE 23 WAGES

Base wages will increase by 1.5% in FY19, 1.5% in FY20, and 1.5% in FY21
 Except at Step 20 in which base wages will increase by 3.0% in FY19, 1.5% in FY20 and 1.5% in FY21

2018-2019

Years	ESL	IDHHC
1	19.93	20.95
2	20.30	21.34
3	20.67	21.73
4	21.02	22.12
5	21.39	22.51
6	21.75	22.90
7	22.12	23.28
8	22.48	23.68
9	22.85	24.07
10	23.21	24.46
11	23.57	24.85
12	23.93	25.23
13	24.30	25.63
14	24.66	26.01
15	25.03	26.40
16	25.40	26.80
17	25.76	27.18
18	26.12	27.58
19	26.48	27.96
20	27.38	28.77
25	29.44	30.96

2019-2020

Years	ESL	IDHHC
1	20.23	21.26
2	20.60	21.66
3	20.98	22.06
4	21.34	22.45
5	21.71	22.85
6	22.08	23.24
7	22.45	23.63
8	22.82	24.04
9	23.19	24.43
10	23.56	24.83
11	23.92	25.22
12	24.29	25.61
13	24.66	26.01
14	25.03	26.40
15	25.41	26.80
16	25.78	27.20
17	26.15	27.59
18	26.51	27.99
19	26.88	28.38
20	27.79	29.20
25	29.88	31.42

2020-2021

Years	ESL	IDHHC
1	20.54	21.58
2	20.91	21.98
3	21.29	22.39
4	21.66	22.79
5	22.03	23.19
6	22.41	23.59
7	22.79	23.99
8	23.16	24.40
9	23.54	24.79
10	23.91	25.20
11	24.28	25.60
12	24.66	26.00
13	25.03	26.40
14	25.41	26.80
15	25.79	27.20
16	26.16	27.61
17	26.54	28.00
18	26.91	28.41
19	27.28	28.81
20	28.20	29.64
25	30.32	31.89

Years of service shall include external years of hearing interpreting service as well as internal years of hearing interpreting service. After an employee has reached 21 years of service, the employee shall be eligible for a lump sum payment of \$750.00 to be paid on the first payroll of December.

Employees who fail to meet the minimum licensure requirements are no longer qualified and no longer eligible for employment.

Upon the expiration or termination of the agreement, employees shall not receive wage increases, including any adjustments in wage steps, and/or lanes.

As a result of the 2013 legislative changes to the hearing interpreter licensure requirements, during the course of the 2013 contract, all testing fees will be paid by the District with the following stipulations:

1. The test is recognized and accepted by the State of Illinois as part of the interpreter licensure requirements;
2. The District will pay for only one test for each interpreter; and
3. If the interpreter does not pass the test or if the interpreter wishes to take additional tests, the interpreter will incur the associated testing fees.

ARTICLE 24 - DURATION

This Agreement is effective from July 1, 2018 through June 30, 2021, and shall continue from year to year thereafter unless either party hereto notifies the other in writing at least sixty (60) days prior to the expiration of the agreement or any June 30 of any year thereafter, that it desires to modify or terminate this Agreement.

MEMORANDUM OF UNDERSTANDING

The Board of Education of the Rockford Public Schools, District No. 205, Winnebago and Boone Counties, Illinois ("the Board") and the Educational Interpreters Association, IEA/NEA (the "Union") have agreed in regards to the Wellness Committee as outlined below:

The Wellness Committee shall be comprised of two members of each participating bargaining unit and two members of administration (hereinafter referred to "Committee Members"). Other attendees are advisory and will support the committee as needed, which could include AFSCME

representatives, IEA representatives, brokers, and /or attorneys. The Committee Members shall be compensated at their regular hourly rate for all time spent at the Insurance Committee meetings.

The Committee Members shall meet on a regular basis during the school year to review and provide feedback that supports the best interests of the employees and district regarding the district's health insurance plan, including the wellness program. The primary areas for review are the health insurance plan, design, cost and usage and the wellness program, design, cost and usage.

The Committee Members shall make adjustments to the wellness program design, as deemed necessary. To the extent such adjustments require an expenditure of funds, the Committee Members shall submit the Committee's recommendations to the Board regarding the scope of benefits, program design changes and any other aspect or manifestations of the district's wellness program or its impact on the district and district's employees. A quorum of Committee Members must be present in order to make final recommendations to the Board. Final recommendations will be made by a simple majority of a quorum of Committee Members.

If the Board fails to adopt any of the Wellness Committee's recommendations, it shall inform the Committee in writing of the Board's decision and the reasons therefore, within thirty (30) days of the Board's decision.

This Memorandum of Understanding shall be in effect following the ratification of the parties' collective bargaining agreement and shall expire at the end of the term of the collective bargaining agreement.

Board of Education of the Rockford Public
Schools, District No. 205,
Winnebago and Boone Counties, Illinois

