

**2005 – 2008**

**AGREEMENT**

**BETWEEN**

**DISTRICT U-46**

**SECRETARIAL ASSOCIATION**

**AND THE**

**BOARD OF EDUCATION**

**DISTRICT U-46**

**25th Anniversary 2006**

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## **ARTICLE I**

### **RECOGNITION**

The Board of Education recognizes the District U-46 Secretarial Association, an affiliate of the Illinois Education Association and the National Education Association, as the sole and exclusive bargaining agent for all secretarial employees and clerical assistants of the District except for the secretary to each of the following administrators:

Superintendent, Assistant Superintendent for Administrative Services, Chief Communications Officer, Chief Academic Officer, Chief Legal Officer, Chief Financial and Operations Officer, Assistant to the Superintendent for Special Projects, Executive Director for Elementary Education, Executive Director for Secondary Education, Executive Director for Operations, Executive Director for Educational Programs and Accountability, and all other supervisors, managerial and confidential employees as defined under the Illinois Educational Labor Relations Act.

## **ARTICLE II**

### **ASSOCIATION AND EMPLOYEE RIGHTS**

#### **2.1 DUES DEDUCTIONS**

The Board shall deduct from the pay of each member the dues of the Association.

- 1) A member may authorize dues deductions by having presented an authorization to the Board on or before September 1, or the first of any month thereafter. The amount specified by the Association will be pro-rated and deducted from the employee's paycheck starting in the month in which authorization begins and ending in June.
- 2) Such authorization shall not be revocable for period, which is the lesser of one (1) year or the remainder of the term of the Agreement. If a member resigns from the employment of the Board prior to termination of the effective period of the current authorization, the Board shall deduct the dues for the month in which the resignation takes place from the employee's last check.
- 3) All dues deducted by the Board shall be remitted to the treasurer of the Association no later than ten (10) days after such deductions are made.

## **2.2 AGENCY SHOP**

### **2.2.1**

It is recognized that the negotiations and administration of this Agreement entail expenses, which appropriately are shared by all employees who are beneficiaries of said Agreement. To this end, if an employee does not join the Association, such employee will:

- a) Execute an authorization for the deduction of a sum equivalent to the proportionate share of the cost of the collective bargaining process and contract administration, measured by the amount of dues uniformly required by members; or
- b) pay directly to the Association a like sum. In any event, the money shall be handled in the same manner as Section 2.1.

### **2.2.2**

In the event such an authorization is not signed or such direct payment is not made within thirty (30) days following the commencement of employment of the employee or the effective date of this Agreement, whichever is later, the Board shall deduct the Agency Fee in equal payments as provided for in 2.1 (1) and transmit such amount to the Association.

### **2.2.3**

The Association agrees to indemnify and save the Board harmless against any liability, which may arise by reason of any action taken by the Board in complying with the provisions of Section 2.2.2 including reimbursement for any legal fees or expenses incurred in connection therewith.

### **2.2.4**

The Board agrees to promptly notify the Association in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement the provisions of Section 2.2.2 above and, if the Association so requests in writing, to surrender claims, demands, suits or other forms of liability.

## **2.3 INTERNAL COMMUNICATIONS**

The Association will have the right to use the school district mail and e-mail services for communications provided; however, that such communications are done only on non-work time.



## **2.4 SCHOOL FACILITIES**

The Association and its representatives will be able to use school facilities for meetings, provided the proper administrator has been contacted and the Association agrees to pay reasonable costs in the event there are any special costs to the District.

## **2.5 RIGHT TO ORGANIZE**

Employees shall have the right to organize, join and assist the Association and to participate in collective negotiations with the Board. The Board shall not discriminate against any employee with respect to hours, wages, and other terms and conditions of employment by reason of membership in the Association, participation in negotiations with the Board, or the institution of any grievance, complaint, or proceeding under this Agreement.

## **2.6 NON-DISCRIMINATION**

Neither the Board nor the Association will discriminate against any employee because of race, creed, color, national origin, age (as defined by law), membership or non-membership in the Association.

## **2.7 INFORMATION SHARING**

The Association President shall be furnished all regular and routinely prepared information concerning the financial condition of the school district and all semi-monthly Board reports and minutes.

## **2.8 PRESIDENT RELEASE TIME**

The Association President or designee shall be released four (4) hours per week for the purpose of conducting Association business. There shall be no reduction in pay or benefits as a result of such release time. The Association will reimburse to the District an amount equal to four (4) hours times the base rate of pay for time spent in President release time. The Association President will give 24 hours notice for such leave.

# **ARTICLE III**

## **BOARD'S RIGHTS**

The Association recognizes that the Board has responsibilities and authority to manage and direct, in behalf of the public, all the operations and activities of the school district to the full extent authorized by law and shall be limited only by the provisions of this Agreement.

## **ARTICLE IV**

### **NEGOTIATIONS**

#### **4.1 PROCEDURES**

Negotiations for a successor collective bargaining agreement will commence on April 1 or on another mutually agreed upon date. Negotiations meetings will be held as necessary at times and places mutually agreed to by both parties.

In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating representatives of the other party. A maximum of eight (8) designated representatives to be selected by the Board and a maximum of eight (8) designated representatives to be selected by the Association shall meet for the purpose of negotiating and seeking agreement. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and/or compromise in the course of negotiations, subject only to such ultimate ratification.

Throughout negotiations, all tentative agreements shall be signed by a representative designated by each party. During the course of any negotiations described in this Article, the parties mutually pledge to deal with each other openly and fairly and to sincerely endeavor to reach agreement.

For the purpose of this section, to bargain collectively is the performance of the mutual obligation of the employer and the representatives of the employees to meet at reasonable times and confer in good faith with respect to wages, hours and other terms and conditions of employment, or the negotiations of an agreement or any question arising there under, the execution of a written contract incorporating any agreement reached if requested by either party, but such obligation does not compel either party to agree to a proposal or require the making of a concession.

#### **4.2 IMPASSE PROCEDURE**

##### **4.2.1 Impasse**

If agreement is not reached on all items prior to August 1, either party may declare that an impasse has been reached. Prior to August 1, if further negotiations appear unproductive, impasse procedures shall be as follows:

#### **4.2.2 Mediation**

In the event that an impasse is reached by either or both of the parties during the course of negotiations, the parties hereby mutually agree to mediation as a means of attempting resolution of the item or items in dispute. The Federal Mediation and Conciliation Service shall be requested by the parties to appoint a mediator from its staff.

#### **4.2.3 Fact Finding**

If mediation has failed to bring about agreement on all issues within five (5) days, excluding Saturday and Sunday, after the first mediation session, either the Board or the Association may request that the issues which remain in dispute be submitted to a fact finder. The fact finder shall be selected by the American Arbitration Association in accordance with its rules, which shall likewise govern the fact-finding proceedings.

The fact finder will have the authority to hold hearings and make procedural rules. Within thirty (30) days after the conclusion of such hearings or a date set by the fact finder, the fact finder shall submit a report in writing to the Board and the Association only, and shall set forth in the report his/her findings of fact, reasoning, and recommendations on the issues submitted. The report shall be advisory only and binding neither on the Board nor the Association. The report shall not be released to the public earlier than five (5) days following its receipt by both parties.

Within five (5) days after receiving the report of the fact finder, the Board and the Association will meet to discuss the report. The respective parties shall take official action on the report of the fact finder no later than five (5) days after the meeting.

#### **4.2.4 Costs**

Any cost incurred through mediation or fact finding will be shared equally by the Board and the Association.

### **ARTICLE V**

#### **GRIEVANCE PROCEDURE**

##### **5.1 GRIEVANCE DEFINITION**

Any claim by an employee or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.

## **5.2 EMPLOYEE PROTECTION**

All employees will be entitled to fair, reasonable and equitable treatment when processing grievances. An employee who participates or intends to participate in any grievance as described herein shall not be subjected to discipline, reprimand, warning, or reprisal because of such participation or intention. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participant.

## **5.3 EMPLOYEE RIGHTS**

Any employee shall have the right to present grievances in accordance with this procedure and to be represented by the Association. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with his/her immediate supervisor and having the grievance resolved, provided the resolution is consistent with the provisions of this Agreement.

## **5.4 TIME LIMITS**

The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. Whenever illness or other incapacity of the grievant and/or involved administrator prevents his/her presence at a grievance meeting, the time limits shall be extended to such time that said party can be present. When such grievance meetings and conferences are held during school hours, all employees whose presence is required shall be excused, with pay, for that purpose.

## **5.5 CONFORMITY WITH AGREEMENT**

Adjustment of any grievance as described herein shall be consistent with the provisions of this Agreement.

## **5.6 ADVANCED STEP FILING**

A grievance claim on behalf of two or more employees having the same grievance and grievances involving an administrator other than building level administrators may be filed by the Association at Step II of the formal grievance procedure. In all instances, grievances filed by the Association must be filed within ten (10) school days after the event giving rise to the grievance unless the grievant(s) could not have known about the event in the exercise of reasonable diligence, in which case the period will be ten (10) school days from the time

when the event should have been known in the exercise of reasonable diligence. No grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present.

## **5.7 WITHDRAWING GRIEVANCES**

A grievance may be withdrawn at any level by the grievant.

## **5.8 PROCEDURE**

Any employee who believes there is basis for a grievance may discuss the matter informally with his/her immediate supervisor.

### **5.8.1 Formal Grievances**

The following formal grievance procedure may be invoked by a grievant:

#### **Step I            (Immediate Supervisor)**

The grievant may submit to the immediate supervisor, within ten (10) school days after the event giving rise to the grievance, unless the grievant(s) could not have known about the event in the exercise of reasonable diligence, in which case the period will be ten (10) school days from the time when the event could have been known in the exercise of reasonable diligence, a statement of the nature of the grievance and provisions of the Agreement allegedly violated, the relief sought. A copy of the grievance shall be submitted by the employee to the Association representative and by the immediate supervisor to the Superintendent. Within five (5) school days of receipt of the Grievance Report Form, the immediate supervisor shall meet with the employee and the Association representative in an effort to resolve the grievance. The immediate supervisor shall indicate his/her disposition of the grievance within five (5) school days after such meeting by completing Step I of the Grievance Report Form and returning it to the employee. The Association and the Superintendent shall both be notified in writing as to the disposition of the grievance.

#### **Step II            (Superintendent)**

If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within the above-stated time limits, the grievant shall complete Grievance Report Form, Step II within seven (7) school days after receiving the immediate supervisor's disposition or after the above-stated time limits have expired, and submit the grievance to the Superintendent or his/her designee. Within five (5) school days the Superintendent and/or his/her designated representative shall meet with the grievant and his/her Association representative. Within five (5) school days of the meeting the Superintendent or his/her designee shall indicate in writing his/her disposition by completing his/her

portion of Step II and forwarding it to the grievant. The Association and the immediate supervisor shall be notified of said disposition.

### **Step III**      **(Board of Education)**

If the grievant is not satisfied with the disposition made by the Superintendent or his/her designee, or if no disposition has been made within the above-stated time limits, then the grievant shall complete Grievance Report Form, Step III within seven (7) school days after receiving the disposition of the Superintendent or his/her designee or after the above-stated time limits have expired, and submit the grievance to the Board by filing a copy with the President of the Board and the Superintendent or, upon mutual written agreement of the Board and the Association, to arbitration before an impartial arbitrator is hereinafter provided.

If the grievance is submitted to the Board, the Board, at its next regularly-scheduled meeting, shall meet with the grievant, the Association representative, and the Superintendent and/or his/her designee, to review such grievance in executive session or give such grievances the consideration as it shall deem appropriate. The disposition by the Board shall be made to the grievant by completing Grievance Report Form, Step III, within seven (7) days of the meeting. A notification of such disposition shall be furnished the grievant, the Association, and the immediate supervisor.

### **Step IV**      **(Arbitration)**

If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made by the Board within the period above provided, or if the Board and the Association have chosen to instead submit the grievance to arbitration, the grievance may be submitted to arbitration before an impartial arbitrator by the Association's completion of Grievance Report Form, Step IV, and filing of same with the Board. If the Association fails to forward to the Board the grievance report form, Step IV, within twenty (20) school days of receipt by the Association of the Board's disposition, when Step III has been used, then the grievance shall be considered waived.

If the American Arbitration Association is not notified within thirty (30) days of the notification to the Board, the grievance shall be considered waived. If the parties cannot agree as to the arbitrator, he/she shall be selected by the American Arbitration Association in accordance with its rules, which rules shall likewise govern the arbitration proceedings. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. Both parties agree that the award of the arbitrator shall be final and binding. The Board and the Association shall share equally the cost of the arbitration.

## **5.9 REPRESENTATION AND WITNESSES**

In any grievance meeting or hearing, either party may bring such witnesses and/or representatives as the respective party may select.

## **ARTICLE VI**

### **WORKING HOURS**

#### **6.1 HOURS**

A full time secretary is an employee who works six (6) hours or more per day. Offices are closed on all legal holidays.

#### **6.2 CENTRAL ADMINISTRATION SECRETARIES**

Secretarial personnel in the central administrative complex will work from 7:30 a.m. to 4:30 p.m. with an hour lunch period. Exceptions to the above are to be approved by the Human Resources.

#### **6.3 PART TIME**

All part time personnel shall be hired on an hourly basis as established by the salary schedule and the classification schedule. A person filling a short term or temporary position for less than six months if for a twelve month position or for less than one semester if for a ten month position, shall be paid no less than the Group A rate. All permanent part time employees working 20 or more hours per week and more than 6 months per year will receive full benefits as provided by this Agreement.

Clerical assistants working in two or more classifications shall be given appropriate benefits under the DUSA contract and/or policy as follows:

- 1) Clerical assistants who work twenty (20) or more hours per week within the bargaining unit as described in Article I shall receive benefits as provided in this Section of the Agreement.
- 2) Clerical assistants who work (20) or more hours per week in a combination of classifications will receive benefits as provided by District policy.

#### **6.4 SHORT TERM / TEMPORARY POSITIONS**

A short-term position shall be defined as an additional job created for the purpose of a special district project. If the duration of such a job exceeds 12 months, the job shall be posted as a bargaining unit position subject to 9.1.

A temporary position shall be defined as a position created by a temporary absence of a bargaining unit member. A temporary absence of 6 months or less for a 12-month position or 90 school days or less for a 10-month position may be filled temporarily at the district's discretion. If the temporary absence exceeds 6 months for a 12-month position or more than 90 school days for a 10 month position, the temporary position shall filled in accordance with 9.1 of this agreement.

The District will notify DUSA monthly in an agreed upon manner with an accounting of all short term/temporary positions in effect during the prior month.

#### **6.5 COFFEE BREAKS**

Each bargaining unit member shall receive a ten (10) minute coffee break for the first four (4) hours worked and second ten (10) minute coffee break will be given to those bargaining unit members who work more than six (6) hours.

#### **6.6 LUNCH PERIOD**

All employees working more than four (4) hours per day must take at least a half hour lunch period.

#### **6.7 OVERTIME**

All bargaining unit members shall be paid time and a half for hours worked in excess of forty (40) hours per week. Sundays and holidays will be paid at a double time rate providing the employee works forty (40) hours during that week. If for any reason an employee is recalled to work after regular working hours she/he must be guaranteed no less than two (2) hours pay. Bargaining unit members may, at their option, elect to take the equivalent time off as payment for overtime, up to a maximum of 240 hours of compensatory time. Bargaining unit members may select the option to take the compensatory time. The taking of compensatory time must be mutually agreed upon with the immediate supervisor. The immediate supervisor will state in writing his/her reason for denying the taking of compensatory time. Also, an employee who decides to be paid for overtime in one case may have the option of taking compensatory time in another case, or visa-versa. Bargaining unit members shall be paid for the accrued compensatory time in accordance with normal payroll procedures if such time has not been used prior to the end of the fiscal year in which it was accrued or upon transfer to another position in the bargaining unit or for separation from the District.

For the computation of overtime, the following days will be included: paid holidays, vacation days, (including floating holidays and non-cumulative break days) and jury duty.



### **6.7.1 Overlap Training of New Secretaries**

When a secretary is hired, the effected supervisors will make reasonable arrangements for the transition. If the prior secretary is still employed by the District, the secretaries involved will be given release time or after hours with pay for training.

If the prior secretary is no longer employed by the District or is unable to participate, the District will provide job specific training for the newly hired secretary.

A member of the secretarial pool may be used to cover a position during a training session.

## **6.8 SECRETARIAL FILL-IN PAY**

When a bargaining unit member is assigned by their immediate supervisor to temporarily fill a vacancy for eight (8) hours or more in a day in a bargaining unit position of a higher criteria group, the employee shall receive the hourly rate for that higher group at her/his current step on the salary schedule. The District-authorized time sheet must be completed and submitted to Human Resources with the appropriate authorization and explanation to receive the increased wage difference through payroll. If the employee has been temporarily filling the vacancy for twenty (20) or more consecutive working days, any paid vacation, holiday, or approved absences taken during this time will also be compensated at the higher rate.

## **ARTICLE VII**

### **WORKING CONDITIONS**

## **7.1 PAYROLL**

### **7.1.1 Twelve Month Bargaining Unit Members**

Twelve month bargaining unit members shall be paid twice monthly on the fifteenth (15th) of each month (or the preceding business day if the 15th is a weekend or a holiday) and on the last business day of each month from July through June.

### **7.1.2 Ten Month Bargaining Unit Members**

Ten month secretarial employees' shall be paid twice monthly on the fifteenth (15th) of each month (or the preceding business day if the 15th is a weekend or a holiday) and on the last business day of the month. Ten-month secretaries have

the option to be paid in twenty (20) payments (last business day of August through the fifteenth (15th) of June as provided above) or twenty-four (24) payments (last business day of August through the fifteenth (15th) of August as provided above).

Clerical assistants will be paid twice monthly on the fifteenth of each month (or the preceding business day if the 15th is a weekend or a holiday) and on the last business day of the month. Pay periods begin September 15th of each school year for a total of nineteen (19) pay periods or clerical assistants may opt to be paid over twenty-four (24) pay periods.

### **7.1.3 Advancement on Salary Schedule**

In order to achieve a drop down on the salary schedule, a secretary must have worked a minimum of 600 hours the previous fiscal year. To receive a drop down on July 1 following initial employment, a secretary must be employed prior to January 1 preceding the July 1st effective date.

### **7.1.4 Positions**

In the event the District creates a position that is not currently set forth in the Secretarial Classification schedule, the District will determine the classification based on the Secretarial Classification Criteria of this Agreement.

## **7.2 STAFF DEVELOPMENT**

### **7.2.1 District-Wide Secretarial Staff Development**

All fulltime secretaries will attend eight (8) hours of district-wide staff development per year. A joint committee made up of three (3) representatives appointed by the District and three (3) representatives appointed by the Association will plan the programs. These programs will be held on student nonattendance days. The committee will structure the programs so that minimal secretarial staffing of buildings and/or department can be maintained when necessary.

Clerical assistants and part-time secretaries may attend up to eight (8) hours of district-wide staff development programs with pay by submitting the proper attendance verification form.

### **7.2.2 Individualized Staff Development**

The District Staff Development Department will provide job specific training sessions in various skill areas appropriate to the bargaining unit. The intent of these sessions is to improve and maintain skills of all bargaining unit members.

A schedule of these sessions will be distributed to all bargaining unit members in order that they may sign up for such sessions. In-district sessions will be provided at no cost to the bargaining unit members.

The District shall maintain records of participation and of test scores for all sessions provided. Proof of test scores will be used to pre-qualify bargaining unit members when applying for positions. These sessions may include the coordination of out of district opportunity for more specialized areas of bargaining unit work.

A bargaining unit member may request to take a skill test at any time, with a limit of once in any 30-day period.

### **7.3 SUPERVISOR ABSENCES**

At the beginning of each year the employee will be advised of the person to contact in emergency situations when the immediate supervisor is absent. In the event this person cannot be contacted the employee should contact the office of the appropriate Area Assistant Superintendent, or Central Office Administrator.

### **7.4 CLASSIFICATION**

Job classification criteria will be established and set forth in this Agreement as the Secretarial Classification Criteria. On July 1, 2001 Group A, B and C classification will take effect.

### **7.5 JOB DESCRIPTIONS**

A job description for each position in the bargaining unit shall be maintained by the Director of Human Resources so as to be in compliance with Section 7.4. The development of job descriptions shall include the involvement of the secretaries. The clerical assistant committee, with the principal or supervisor in each school, shall mutually describe in writing the duties to be performed by the assistants who are to be assigned to their school or department with the primary, but not exclusive, duties being the preparation of instructional materials.

### **7.6 SPECIAL CONDITIONS**

#### **7.6.1 Changes in Working Conditions**

The immediate supervisor will discuss changes in the duties or working conditions of a secretary with the secretary involved prior to a final decision on the change.

In emergency or limited instances where there exists a requirement for translation duties, administrators and certified employees shall be asked first if available.

#### **7.6.2 Travel Reimbursement**

A secretary who uses her own personal automobile when on school business shall be reimbursed by the Board of Education at a rate equivalent to the IRS mileage allowance.

#### **7.6.3 Administration of Medication**

Under no circumstances shall bargaining unit members be required to administer medication to students. This provision shall not prohibit the District from adopting guidelines for self-administration of medication by students nor does it prohibit any school employee from providing emergency assistance to students. Any bargaining unit member providing such assistance will be held harmless by the District which will also agree to defend and indemnify the employee against all civil rights and bodily injury claims and suits 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.

#### **7.6.4 Unsafe or Hazardous Working Conditions**

Bargaining unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks, which endanger their health, safety and well-being.

#### **7.6.5 Employee Supervision and Responsibility for the Building**

In cases of administrative absence from the building, each building supervisor (principal) shall inform his/her secretary of the administrator or other certified person to be contacted should the need arise.

In the absence of a building supervisor (principal), or designee, bargaining unit members shall not be held accountable or made responsible for the administration or supervision of the building or the discipline of students.

At least annually, the administrator will review with the secretary all relevant safety plans and procedures.

#### **7.6.6 Supervision/Extra Duty Compensation**

Bargaining unit members who are offered positions of supervision and/or extra duties that could not be filled by certified employees shall be compensated at the full rate that would have been paid to the certified employees.

## ARTICLE VIII

### **EMPLOYMENT PROCEDURES**

#### **8.1 EMPLOYMENT**

The employment of all bargaining unit members shall be made with the advice and approval of the Superintendent as executed by the Human Resources Department. All applications for employment will be made through the Human Resources Department. At the time of initial application, a complete form will be placed on file for each applicant.

The procedures for securing bargaining unit help shall be as follows:

- 1) A letter of request is sent to the Human Resources Department indicating the need and the justification for the position.
- 2) Upon approval of the request, the Human Resources Department will do the following:
  - a) Post all permanent and temporary positions as listed on the job description within thirty (30) days of the notification of vacancy.
  - b) All new applicants must be tested for the group level qualification. Any bargaining Unit Member wishing to advance that has not been tested must do so.
  - c) Human Resources will review applications and skill test records from files maintained in the Human Resources Department.
  - d) Only tested and qualified candidates will be interviewed. Human Resources must conduct any special testing required with results recorded.
  - e) Contact the originator of the request with a list of DUSA applicants to be interviewed. The originator will sign the interview log and return the log to HR prior to offering employment.
  - f) Follow up on previous experience.
  - g) If it is necessary for interviews for DUSA bargaining unit positions to take place during the regular workday, current DUSA members who are applicants may interview for a position without any loss for salary or benefits.

- h) Human Resources will send written notification to unsuccessful candidates within two (2) working days.
- i) Notify the Association of bargaining unit member hirings, permanent and temporary.
- j) At the time of employment, each employee will be expected to furnish:
  - (1) Evidence of good health (physical exam if needed)
  - (2) T.B. test
  - (3) Withholding information cards
  - (4) Other information as requested

All permanent records for each employee will be kept on file in the Human Resources Department. Copies of records may be made available to other offices as needed and upon notification to the employee.

## **8.2 CREDIT FOR PREVIOUS EXPERIENCE**

A person applying for a secretarial position will receive full credit for three (3) years experience based upon having worked at least 1040 hours per year. The experience must be of a nature similar to the position for which the person is employed. This work must have been within the past ten (10) years.

Any person re-employed by the District shall be given full credit for years employed in the District on the salary schedule only.

Any bargaining unit member who is assigned to another position in the bargaining unit shall be given full credit on the salary schedule for years employed in the district. Full time experience will receive full credit. Part time experience will receive half credit.

## **8.3 ORIENTATION TRAINING**

The District will provide a consistent general orientation session for new Bargaining Unit Members during their first week of employment. This would reference the secretarial handbook and district policies and procedures. All employment forms should be completed at this time.

## **8.4 PROBATIONARY PERIOD**

All new personnel shall be placed on a ninety (90) calendar day probationary period. Benefits, except for medical and dental insurance as provided in Section 12.1 and 12.4, shall take effect immediately upon employment. Medical and dental insurance shall be effective upon completion of (30) calendar days.

Vacation may not be taken during probation. All new personnel will be provided with a mid-probationary written evaluation.

## **8.5 EVALUATIONS**

All bargaining unit members shall be evaluated by their immediate supervisor(s) by April 30 at least annually. This evaluation shall be done on the form provided by the Human Resources Department and summarized in a conference by the supervisor with the employee.

Any concerns that are identified should also carry with them recommendations for improvement. Before any further evaluation is conducted, a reasonable period of time should be allowed for remediation and/or staff development training to improve skills.

## **8.6 DISCIPLINE-DISCHARGE**

### **8.6.1 Standard to be Applied**

The Board of Education will not discipline or discharge any non-probationary employee without just cause and will use a progressive discipline procedure. This will not prevent the Board from taking immediate action for unusual or severe circumstances.

### **8.6.2 Notification**

The Board will notify the Association in writing that an employee has been disciplined or discharged. Such notification will occur within forty-eight (48) hours.

### **8.6.3 Representation**

An employee may have an Association representative at any meeting he/she has with the administration when the employee is being reprimanded, warned, disciplined, or dismissed, excluding informal criticisms or suggestions for improvement. The Association representative may be anyone selected by the Association.

## **8.7 RETIREMENT AND SOCIAL SECURITY**

All bargaining unit employees working in a position requiring six-hundred (600) or more hours per year must participate in the Illinois Municipal Retirement Fund (IMRF) and the Social Security program.

## **8.8 RESIGNATIONS**

When an employee desires to resign, the following will be the procedure:

- 1) Notify immediate supervisor in writing at least two (2) weeks in advance of resignation date.
- 2) Complete necessary forms for Human Resources and Payroll Departments. It may be necessary to arrange an appointment in each of these offices to insure that all forms are completed.
- 3) Notify the Association upon receipt of resignation.

## **8.9 EARLY RETIREMENT INCENTIVE**

The following retirement program shall be in effect during the term of this agreement.

- 1) A DUSA bargaining unit member will be eligible for this program if he/she is at least 55 years of age and has at least 15 years of service credit in the District and is eligible to retire under the provisions of the Illinois Municipal Retirement Fund.
- 2) To be eligible for participation, the employee must apply at least six (6) months prior to retirement.
- 3) A one time bonus of 20% of the employee's current salary will be paid over the last four (4) months of employment.
- 4) The employee may revoke his/her election to retire in case of death of a spouse or total disability. If an employee revokes his/her intention to retire, all monies paid as an incentive must be repaid.
- 5) The District will extend single health insurance and pay 50% of the current single rate for retirees below the age of 65. The remainder of the individual cost and family cost would be the responsibility of the retiree. The retiree would pay any increase in the individual cost and cost of family coverage.



## **ARTICLE IX**

### **VACANCIES**

#### **9.1 VACANCIES**

A vacancy shall be any position, which the administration determines must be filled to maintain District operations.

Whenever a vacancy occurs, notice of the existing vacancy will be sent to all building/department locations. Summer vacancy notices will be mailed to each school term bargaining unit member. In the notice there will be included the job description currently on file in the Human Resources Department, the qualifications expected, the classification of the position, the number of hours worked per day, and the closing date for the application for the vacancy. Every member of the bargaining unit currently employed who applies for a vacancy, and passes all applicable skill tests, will be granted an interview. Bargaining unit members who have previously passed a skill test will not be required to retest unless she/he chooses to do so. The Human Resources Department will notify each applicant in writing of the final disposition of the vacancy. A bargaining unit member who is not awarded the position may meet with the Director of the Human Resources department to discuss the specific reasons for not receiving the position.

Qualifications of applicants will be based on secretarial skills, experience and potential. Qualified candidates from inside the district will receive first consideration over qualified candidates from outside the district for each vacancy by:

- 1) Interviewing bargaining unit applicants before any non-bargaining unit applicants:
- 2) After interviewing the bargaining unit applicants but before interviewing non-bargaining unit applicants, the administrator responsible for interviewing candidates for a given position shall inform the Assistant Superintendent for Human Resources, or a Director of Human Resources (the district representative), of the Administrator's desire to interview non-bargaining unit applicants and the reasons therefore.
- 3) If the district Human Resources Department representative agrees that the consideration of non-bargaining unit candidates is desirable, the district representative shall discuss with the Association President, or his/her designee, of any decision to interview non-bargaining unit applicants before seeking or interviewing such outside applicants. The Association President, or designee, shall have two (2) working days to

provide a response to the district representative before any new interviews commence.

- a. The successful candidate will receive the increased rate of pay upon the designated starting date for the position or upon the date any duties of the new position are assumed, whichever is earlier. The starting date will be indicated on the posting sheet.

When a vacancy occurs due to a medical leave of absence as defined in Section 10.8, these vacancies will be posted including the anticipated length of the vacancy and filled according to Section 6.4. The posting will also include the procedures of assignment to the secretarial pool upon the conclusion of the leave. If the person on leave chooses to permanently vacate the position, then the position will be posted as a regular vacancy.

#### **9.1.1 Secretarial Pool**

A secretarial pool will be established from the following situations:

- 1.) Those bargaining unit members returning from a personal leave of absence approved after the ratification of this agreement.
- 2.) Those bargaining unit members who have completed the filling of a vacancy resulting from an approved medical leave of absence.

Human Resources will assign these members of the pool to a position or positions of a secretarial/clerical nature. The employee will receive her/his previous rate of pay or the pay of the temporary assignment position; whichever is greater, for a maximum of one year. Thereafter the individual will drop one classification level from where they began in the pool or the rate of pay of the temporary assignment position, whichever is greater. Human Resources will make assignments in a fair and equitable manner. Each member of the pool will be a bargaining unit member. The pool may be expanded to more than four bargaining unit members at the discretion of the Board.

This pool concept and assignments will be monitored during the life of this Agreement in Labor-Management meetings. Changes and/or modifications will be made only if mutually agreeable between the Administration and the DUSA Board.

## **9.2 DETERMINATION OF SENIORITY**

Separate seniority lists will be maintained for Full-Time Secretaries, Part-Time Secretaries, and Clerical Assistants. In the event two or more employees possess the same length of continuous service, the highest experience placement on the salary schedule shall be used. If two or more employees still

have the same seniority, then previous experience with the District shall be used. If two or more employees still have the same seniority, then lot shall resolve the tie(s) in length of service. Leaves of absence shall not generate additional seniority nor break the continuous service record of any employee.

Full-Time Secretary Seniority shall be defined as the length of continuous full-time service in a secretarial position in the bargaining unit and will apply irrespective of intervening transfers from one secretarial position to another. When a full-time secretary moves to either a part-time secretary position or a clerical assistant position, she/he shall receive full credit for salary schedule placement. She/he shall retain seniority on the full-time secretary seniority list. If a RIF occurs, she/he may return to the full-time secretary seniority list.

\*Part-Time Secretary Seniority shall be defined as the length of continuous part-time service in a secretarial position in the bargaining unit and will apply irrespective of intervening transfers from one such part-time position to another. When a part-time secretary moves to a full-time secretary position, she/he will be placed on the full-time secretary seniority list beginning with the first day of the new position. Half credit will be given for salary schedule placement. A part-time secretary moving to a clerical assistant position will be given full credit on the clerical assistants' salary schedule. In all cases, she/he shall retain seniority on the part-time secretary seniority list. If a RIF occurs, she/he may return to the part-time secretary seniority list.

Clerical Assistant Seniority shall be defined as the length of continuous service in any clerical assistant position. Moving to another type of bargaining unit position will not interrupt nor add to clerical assistant seniority. When a clerical assistant assumes the position of a full- or part-time secretary, she/he shall be placed on the appropriate seniority list beginning with the first workday of the new position. She/he shall retain seniority on the clerical assistant seniority list. Placement on the secretarial salary schedule shall be half credit for part-time employment and/or full credit for full-time employment. Credit for previous experience outside of the District will be pursuant to Section 8.2. If a RIF occurs in the secretary position, she/he may return to the clerical assistant list.

\*Part-time secretary seniority list shall be developed cooperatively with DUSA and approved by Administration and be available to the bargaining unit no later than February 1, 2007.

### **9.3 INVOLUNTARY TRANSFERS**

No employee will suffer a reduction in classification for a period of one year as a result of an involuntary transfer. If a comparable position becomes available within one year of the involuntary transfer, the employee will be given first consideration for such position.

## **9.4 REDUCTION IN FORCE**

### **9.4.1 Procedure**

If for any reason the Board acts to decrease the number of employees employed by it, employees shall be removed from employment in line with the following procedure:

### **9.4.2 Notice**

In the event of a reduction in force, the Association and all affected employees shall be given notice of such reduction in force whenever possible ninety (90) days prior to, but in no event less than sixty (60) days prior to the end of the school term.

### **9.4.3 Full-Time Employees**

In the event that full-time employee layoffs are made, employees to be removed shall be removed from employment in reverse order of the respective lengths of service among said employees as determined by Section 9.2.

Displaced employees will be allowed to choose from any vacant positions in order of seniority and for which the employee has the ability to perform the full job requirements as set forth in the job description.

In the event no such vacancy exists in the District and based on the seniority lists as specified in Section 9.2, the reduced employee may bump any full-time probationary employee in the bargaining unit from a position for which the reduced employee has the ability to perform the full job requirements as set forth in the job description. In the event there are no full-time probationary employees in the bargaining unit or the reduced employee does not have the ability to perform the full job requirements of any probationary employee, then the reduced employee may bump the least senior full-time employee in the bargaining unit provided that the reduced employee has the ability to perform the full job requirements as set forth in the job description.

If the reduced employee is not qualified to take the position of the least senior employee in the District, then the reduced employee will be placed on the recall list pursuant to Section 9.4.6 and 9.4.7.

### **9.4.4 Seniority List**

The District shall maintain and provide to the Association by October 31st and follow up with an updated listing on February 1st a seniority listing as defined in Section 9.2.

#### **9.4.5 Recall**

Recall shall extend for a period of twelve (12) months commencing from the beginning of the following school term. The employees on such layoff shall be reinstated (if the Board, within twelve (12) months thereafter, increases the number of employees, grants a leave of absence, has an employee(s) resign, and/or a vacancy occurs for any other reason) in reverse order of their termination as established in 9.4.4. An employee on recall may refuse a position, one time only, that becomes available as set forth in this clause and will still retain his/her seniority status on the recall list. Employees on layoff shall maintain a current address and phone number at the Human Resources Department of the District.

#### **9.4.6 Recall Benefits**

All benefits, to which an employee was entitled at the time of his/her layoff, including unused accumulated sick leave and seniority, will be restored to the employee upon his/her return to active employment and the employee will be placed on the salary schedule for the current position on the basis of the employee's previous experience.

### **ARTICLE X**

#### **LEAVES OF ABSENCE**

##### **10.1 SICK LEAVE DAYS**

Each 12 month employee will receive twelve (12) sick days per year. Each 10 month employee will receive ten (10) sick days per year. Unused sick days will accumulate from year to year without limit. Employees beginning during the year will receive sick days on a pro-rated basis. For example, an employee working nine (9) months during his/her initial year of employment would receive 9/12 of 12 or 9 sick days.

Each clerical assistant who works twenty or more hours per week shall receive ten (10) sick days per year. Unused sick days will accumulate without limit.

##### **10.2 PERSONAL LEAVE DAYS**

All full-time twelve month secretarial personnel will receive three (3) personal leave days per year. All full-time 10 month employees will receive two (2) personal leave days per year. A personal leave day may be used for any purpose, excluding recreational purposes, at the discretion of the employee provided any personal day that is used adjacent to a holiday or vacation period

shall be requested in writing with a statement of supporting reasons. Notification for personal leave must be made to the immediate supervisor 24 hours in advance. Unused personal leave will be added to sick leave at the end of the year.

Full-time clerical assistants will receive two (2) personal leave days per year.

### **10.3 JURY DUTY**

An employee summoned for jury duty shall be excused from his/her regularly assigned duties. The employee will receive his/her regular pay for the period of jury duty except that any money received for travel allowance may be retained by the employee. The per diem pay for service as a juror must be turned into the Human Resources Department as soon as received. All benefits of the employee will continue while on jury duty, but may be deducted if the per diem pay is not reimbursed to the school district.

### **10.4 MATERNITY LEAVE**

#### **10.4.1 Notification**

Any employee shall be permitted a maternity leave of absence. The employee shall notify her immediate supervisor in writing accompanied by a physician's certificate of pregnancy not later than thirty (30) days prior to the date on which the leave is to begin. Such notice shall include the intended dates on which the leave shall begin and end.

#### **10.4.2 Length of Leave**

A female employee may request a maternity leave within the following conditions:

- 1) A maternity leave shall commence upon the date requested by the employee or when deemed medically necessary by the employee and her physician.
- 2) A maternity leave shall be for up to two (2) years from the beginning of the leave. An employee on maternity leave may, if medically qualified, request that such leave terminate earlier than as requested.

#### **10.4.3 Disability Leave**

A female employee may request a disability leave due to pregnancy by informing her immediate supervisor in writing accompanied by a physician's certificate of pregnancy.

The leave will commence when deemed medically necessary by the employee and her physician and the employee will return when medically qualified as determined by the employee's physician.

An employee will not be required to submit proof of disability for pregnancy and the birth of the child for a period of two weeks prior and four weeks after the birth. Proof of physical disability may be required where the disability extends beyond the limits as set forth in this paragraph.

Sick leave benefits will be paid for the period of time the disability occurs, but only up to the individual's accumulated sick leave.

#### **10.4.4 Return From Maternity Leave**

An employee returning from maternity leave shall be returned to her former position, if the position still exists, or to a mutually agreed upon position.

Upon returning, the employee will be placed on the salary schedule at the same position to which she would have been eligible prior to commencement of her leave.

#### **10.4.5 Insurance Availability**

The employee will be given an opportunity to continue insurance coverage in the school insurance program during a maternity leave, but will be required to pay all premiums connected with this coverage. All premiums must be paid in advance of the month due.

### **10.5 ASSOCIATION LEAVE**

The Association will be allowed to use up to fifteen (15) leave days per year. The Association president shall authorize to the Superintendent the names of those persons to be granted such leave. If the number of days needed within a twelve-month period exceeds fifteen the President of the Association will notify the Superintendent and the Association will pay the cost of the employee's days pay figured on the Group A base salary rate.

The Association shall also have available up to three (3) leave days for the sole purpose of supplying to IEA Regional 63 leave days for the exclusive use by the Region for matters approved by the District, if such an arrangement can be found to be acceptable to the District and to the member locals of Region 63.

### **10.6 PROFESSIONAL MEETINGS**

Employees shall be entitled to attend professional meetings upon the approval of the Human Resources Department.

## **10.7 LEAVE OF ABSENCE - PERSONAL**

### **10.7.1 Purpose**

Upon request of a non-probationary employee, the Board may grant an unpaid leave of absence for up to one (1) year. The Assistant Superintendent of Human Resources may grant extensions, upon approval, for not greater than a total of two (2) years from the beginning of the leave. As a condition of this leave, the employee will be required to waive all rights to reinstatement in her/his position upon termination of the leave. This employee will retain only the right to be immediately placed into the secretarial pool as described in Section 9.12.

### **10.7.2 Application Procedure**

Applications are to be submitted to the Human Resources Department thirty (30) days prior to the date on which the leave is to begin.

### **10.7.3 Insurance Availability**

The employee will be given the opportunity to continue insurance coverage as set forth in this Agreement during the leave of absence, but will be required to pay all premiums connected with this coverage. All premiums must be paid in advance of the month due.

### **10.7.4 Return From Leave**

The employee shall submit written confirmation of his/her intent to return from leave sixty (60) days prior to the end of the leave. Upon returning, the employee will be placed on the salary schedule at the same position to which he/she would have been eligible prior to commencement of his/her leave.

The employee will be placed in the secretarial pool (see 9.1.2) at the same rate of pay or the pay of the temporary position; whichever is greater, for a maximum period of one year, after which the individual will drop one classification level from where they began in the pool.

## **10.8 LEAVE OF ABSENCE - MEDICAL**

### **10.8.1 Purpose**

A leave of absence without pay for up to one (1) year following the exhaustion of an employee's sick leave days will be granted for temporary disability. Disability means the employee's inability, by reason of any medically determinable physical or mental impairment due to injury or sickness, to perform the duties of his/her occupation. Such leave may also be requested in order for the employee to care



for a member of her/his immediate family (as defined by the Illinois School Code) or household. Such leave may be extended for up to one additional year if the medical condition of the employee or member of the immediate family or household persists. Any further extension of the leave must be taken as a personal leave of absence (10.7). Human Resources must approve any deviation from this procedure. Any future medical leave, other than for the employee, cannot be taken within one year of the conclusion of the previous medical leave unless required by law.

#### **10.8.2 Application Procedure**

An application with a supporting doctor's statement, is to be submitted to Human Resources. A periodic medical statement may be requested.

#### **10.8.3 Insurance Availability**

The employee will be given the opportunity to continue insurance coverage as set forth in this Agreement during the leave of absence, but will be required to pay all premiums connected with this coverage. All premiums must be paid in advance of the month due.

#### **10.8.4 Return From Leave**

The employee shall submit written confirmation of his/her intent to return from leave no less than one (1) week prior to the end of the leave. The Human resources Department may waive such time requirement. Upon return, the employee shall be returned to his/her former position if the position still exists or to a mutually agreed upon position. Upon returning, the employee will be placed on the salary schedule at the same position to which she would have been eligible prior to commencement of her leave.

### **10.9 ACCEPTANCE OF A LEAVE OF ABSENCE POSITION**

A bargaining unit member who takes a temporary position will continue to accumulate seniority and maintain all contractual rights as a bargaining unit member.

### **10.10 ADOPTION LEAVE**

#### **10.10.1 Purpose**

Any employee shall be permitted leave of absence without pay to adopt a child.

#### **10.10.2 Application Procedure**

If applying for adoptive leave, the employee shall notify Human Resources in writing as soon as possible after filing an application for adoption of a child.

#### **10.10.3 Length of Leave**

Adoptive leave shall commence when the child is physically turned over to the employee or on a date reasonable in advance of such placement of the child as may be agreed by the District and the employee.

#### **10.10.4 Return from Leave (Adoptive)**

An employee returning from adoptive leave shall be returned to his/her former position, if the position still exists, or to a mutually agreed upon position.

Upon returning, the employee will be placed on the salary schedule at the same position to which he/she would have been eligible prior to commencement of his/her leave.

#### **10.10.5 Insurance Availability**

The employee will be given an opportunity to continue insurance coverage in the school insurance program during adoption leave, but will be required to pay all premiums connected with this coverage. All premiums must be paid in advance of the month.

### **10.11 FAMILY AND MEDICAL LEAVES**

Certain of the above leaves are covered by the Family and Medical Leave Act of 1993 (FMLA) and will be available as such to all full-time bargaining unit members who qualify under the Act and District policy. Such leaves will provide the employee with up to twelve (12) weeks of continued insurance coverage in any twelve month period. Procedures for intermittent or reduced leave, notice requirements, medical certification, effect on benefits, job protection, forms to be submitted shall be according to District Policy.

FMLA leaves are available for the birth of a child; the care of such child; placement of a child with the employee for adoption or foster care, the care of a spouse, son or daughter, or parent of the employee if such relative has a serious health condition; or because of a serious health condition that makes the employee unable to perform the functions of his/her job.

## **ARTICLE XI**

### **CALENDAR**

#### **11.1 WORK YEAR**

##### **11.1.1 Twelve (12) Month Employees**

The work year for all twelve month secretarial employees will be 261 days except for leap year which will be 262 days beginning July 1 and ending June 30 of the following year.

##### **11.1.2 Ten (10) Month Employees**

Ten month secretaries' work year will be 206 days. The 206 days will be determined by the following:

- (1) The teacher work year of 180 days,
- (2) Five days in addition to the teacher work year within the school term (emergency days),
- (3) Ten holidays as set forth in 11.2,
- (4) Eleven days in addition to the school term. Such days shall be immediately prior to or immediately following the school term. No less than the first day of the work year will be for the purpose of training for specific District initiatives and/or preparing for registration, at the District's discretion.

Ten month secretaries will be paid their regular rate as set forth in Article XIII for any day(s) worked in addition to the 206 days as set forth above.

##### **11.1.3 Clerical Assistants**

The work year for clerical assistants will be the same as the teacher work year with the exclusion of the full-day institutes.

#### **11.2 HOLIDAYS**

The following holidays will be paid holidays for full time personnel:

##### **Twelve (12) Month**

New Year's Day  
February Holiday\*\*  
Spring Holiday\*

##### **Ten 10 Month & Clerical Assistants**

New Year's Day  
February Holiday\*\*  
Spring Holiday\*

Memorial Day  
July 4th  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day & Day after  
Christmas Eve Day  
Christmas Day  
New Year's Eve Day

Memorial Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day & Day after  
Christmas Day

\* This day will be announced annually by the Board of Education.

\*\* This day will be announced annually by the Board of Education as either Lincoln's Birthday or President's Day.

If a paid holiday falls on a weekend, employees will be granted either the Friday before or Monday after the holiday off with pay. Such days will be indicated on the approved employee day-count calendar and distributed to employees no later than June 1<sup>st</sup>.

An employee absent on the day before or the day after a holiday will not receive pay for the holiday if the absence is not provided for in this Agreement.

Ten month, full time employees, and health secretaries will be granted paid holidays for all holidays that fall within the regular school year.

A twelve month secretary may be granted an option of taking off without pay, any day(s) during the school term where school is not in session that are not legal school holidays or institute days.

The secretary's immediate supervisor will justify in writing his/her reason for denying this option in the event he/she deems it necessary to insist that the secretary work on such day(s).

### **11.3 VACATIONS**

Full time 12 month secretaries will receive the equivalent of two weeks paid vacation. During the first year, this vacation will be pro-rated and may be taken at a mutually agreed upon time. For example, an employee working three months would be eligible for 3/12 of 10 days or 2.5 days.

Full time 12 month secretaries who have worked for the school district for more than one full year may take vacation time as long as prior approval has been given by the immediate supervisor at least two (2) weeks in advance of the first day of the vacation.

All vacation will be figured on a fiscal year basis and must be taken during the period of July 1 to August 31 of the following year. This will allow a 14 month

period for taking vacation days. No more than three (3) weeks may be taken at one time. Upon termination of employment, full salary will be paid for all earned vacation days. If an employee uses vacation time not yet earned and resigns or is terminated, this vacation pay will be deducted from the final check. Employees with continued service of ten or more years will receive a vacation of three (3) weeks (15 working days) figured on the employee's anniversary date.

Secretarial employees (10 month and 12 month) and full-time clerical assistants who have completed their eighth (8th) year with the district shall be granted one additional day off with pay. This would be considered a floating holiday, and would be taken at any time during the fiscal year with the approval of his/her supervisor. This time will not be accumulative. This too, shall be figured on the anniversary date.

Twelve month employees will be notified no later than June 1st, when the final employee day count calendar is set, of any days their offices will be officially closed due to the holidays. If offices are closed on days other than those notified in June, members will not suffer any loss of salary or benefits. All non-probationary twelve month secretarial personnel will be given six (6) non-cumulative days off with pay. These days are to be taken during Christmas, Spring Break, and Special Holidays not covered in 11.2 and /or any other student non-attendance days during the school year. The immediate supervisors approval is required for days taken other than on student non-attendance days.

## **11.4 EMERGENCY DAYS**

### **11.4.1 Emergency Days**

Bargaining unit members who work less than twelve months will not be required to work on days when schools are closed for students as a result of an emergency day(s). All twelve-month bargaining unit members who are unable to report to work on an emergency day(s), must elect to take either one of the six (6) special leave days described in 11.3, a personal leave day or a vacation day. However, when the Board of Education declares the entire U-46 school system closed no bargaining unit member will be required to work or suffer a loss of pay or benefits.

### **11.4.2 Part Time Secretaries**

Part time secretaries will be paid only for days actually worked.

### **11.4.3 Pay For Work On Special Release Days**

Any bargaining unit member who works on a special release day as granted by the Board shall receive an additional day off with pay at a mutually agreed upon time. In the event such additional day(s) have not been taken by the following

May 30, then the bargaining unit member shall receive the additional day (s) pay on their June paycheck.

## **ARTICLE XII**

### **INSURANCE**

#### **12.1 HEALTH INSURANCE PLAN**

All members of the bargaining unit who work twenty (20) hours or more per week and more than six (6) months of the year will be included in the health insurance program underwritten by the Board of Education. Effective January 1, 2005, each member who qualifies will be able to choose from the available plans offered by the Board. The Board and Association understand that plan design and the monitoring of the comprehensive insurance plan will be the responsibility of the District Insurance Committee of which the Association is a charter member. The District Insurance Committee will see that appeal procedures are in place with providers for matters of plan and benefit interpretation and, therefore, such matters will not be subject to the grievance procedure contained within this Agreement.

The employee contribution for single or family coverage will be 10% of the premium rate for the plan selected.

Members of the bargaining unit who are eligible under IMRF requirements to receive retirement benefits will be eligible during their retirement to participate in the District's medical insurance program but will be required to pay all premiums connected with this coverage, except what is covered in Section 8.9. All premiums must be paid in advance of the month due.

#### **12.2 LIFE INSURANCE**

The Board shall provide group life insurance protection, which shall pay to the designated beneficiary the sum of \$30,000 upon the death of the employee. Upon retirement this life insurance is convertible at the employee's expense. The Board will select the carrier and the insurance program to be installed.

#### **12.3 LIABILITY INSURANCE**

The Board shall provide liability insurance as required under the law of the State.

#### **12.4 DENTAL INSURANCE**

The Board shall provide each bargaining unit member with single coverage dental insurance. The Board shall provide payroll deductions for those bargaining unit members who desire family coverage.

#### **12.5 FLEXIBLE SPENDING ACCOUNTS**

The District shall provide to each DUSA member a flexible spending account for medical expenses that would be deductible from personal income taxes under Internal Revenue Service and IMRF guidelines, and the FSA shall include two accounts namely, health care account with a maximum contribution of \$3,000 per plan year and dependent care account with a maximum contribution of \$5,000 per plan year.

## ARTICLE XIII

### DUSA A-B-C Salary Schedule 2005-2006

	Group A	Group B	Group C
a	12.00	13.21	14.14
b	12.38	13.59	14.70
c	12.65	13.99	15.07
d	12.93	14.27	15.40
e	13.21	14.61	15.75
f	13.49	14.89	16.19
g	13.77	15.21	16.56
h	14.05	15.54	16.94
i	14.33	16.00	17.31
j	14.70	16.19	17.68
k	15.82	17.31	18.61
L1	15.97	17.66	18.90
L2	16.29	18.02	19.27
L3	16.61	18.55	20.03
L4	16.96	19.25	20.78
L5	17.25	19.95	21.54
L6	17.25	20.31	21.92
L7	17.25	20.66	22.30
L8	17.25	21.02	22.68
L9	17.25	21.37	23.06
L10	17.25	21.73	23.44
L11	17.25	22.08	23.81
L12	17.25	22.25	24.00
L13	17.25	22.42	24.19
L14	17.25	22.60	24.38
L15	17.25	22.78	24.57
L16	17.25	22.96	24.76
L17	17.25	23.13	24.94
L18	17.25	23.31	25.13
L19	17.25	23.49	25.32
L20	17.25	23.66	25.51
L21	17.25	23.84	25.70
L22	17.25	23.84	25.70
L23	17.25	23.84	25.70
L24	17.25	23.84	25.70



## ARTICLE XIII

### DUSA A-B-C Salary Schedule 2006-2007

	Group A	Group B	Group C
a	12.32	13.47	14.82
b	12.70	13.85	15.20
c	13.09	14.24	15.59
d	13.37	14.62	15.97
e	13.66	15.01	16.36
f	14.05	15.39	16.74
g	14.43	15.59	17.13
h	14.82	15.97	17.51
i	15.20	16.55	17.90
j	15.59	16.93	18.47
k	16.16	17.70	19.24
L1	16.66	18.26	19.73
L2	16.82	18.63	20.03
L3	17.15	19.01	20.43
L4	17.49	19.57	21.23
L5	17.86	20.31	22.03
L6	18.16	21.05	22.83
L7	18.16	21.43	23.24
L8	18.16	21.80	23.64
L9	18.16	22.18	24.04
L10	18.16	22.55	24.44
L11	18.16	22.93	24.85
L12	18.16	23.29	25.24
L13	18.16	23.47	25.44
L14	18.16	23.65	25.64
L15	18.16	23.84	25.84
L16	18.16	24.03	26.04
L17	18.16	24.22	26.25
L18	18.16	24.40	26.44
L19	18.16	24.59	26.64
L20	18.16	24.78	26.84
L21	18.16	24.96	27.04
L22	18.16	25.15	27.24
L23	18.16	25.15	27.24
L24	18.16	25.15	27.24

## **SECRETARIAL CLASSIFICATION SCHEDULE (Effective July 1, 2006)**

### **GROUP A**

Clerical Assistant  
Health Clerical Assistant

### **GROUP B**

Bilingual Secretary  
Elementary Secretary  
Health Secretary - Junior/Senior High School  
Business Office  
Early Childhood  
Plant Operations  
Directors of:  
    Alternative Education  
    Bookkeeper/Food Services (10 month)  
Senior High School:  
    Assistant Attendance  
    Divisional Chairperson  
    Guidance  
    Sub-caller  
    Dean  
    AV  
    Attendance  
    Scheduling  
Junior/Senior High Assistant Principal (10 month)  
Bilingual Center  
Special Education  
Mailroom Services  
Data Processing  
District Records  
Central Graphics/Duplicating Services  
SAFE  
Alternative Education  
Special Education  
Switchboard/Receptionist

### **GROUP C**

Accounts Payable  
Accounts Receivable  
Human Resources  
Payroll  
Early Childhood Grants

Coordinators of:

- Regional Vocational Education
- Career & Technology Education
- Title I
- Bilingual Center
- Improvement Initiatives
- Instructional Technology
- Gifted Program
- Language Arts/Reading
- Math/Science/Health Education
- Assessment and Research
- Fine Arts
- Professional Growth
- Teacher Mentor Program
- SAFE

Directors of:

- Bilingual (ESL) English as Second Language
- Early Language Learners (ELL)
- Financial Services
- Maintenance
- Human Resources
- Plant Operations
- Food Services/Bookkeeper (12 month)
- Special Education
- Alternative Education
- Information Services
- Business Office
- Adult Education
- School/Community Relations

Elementary Principal

Junior High Principal

Junior/Senior High Assistant Principal (12 month)

Supervisor of:

- Health Services
- Special Education (Elementary, Junior, & Senior High School)
- Early Childhood (Special Education)

Central Graphics/Duplicating Services

Data Processing

Independence School

District Records

Special Education:

- Social Worker/Private Placement
- Tuition/State Reimbursement
- State Accounting
- Assistant Director

Senior High:  
Athletics  
Scheduling  
Registrar  
Treasurer  
Principal  
Guidance  
Social Worker/Private Placement

## **SECRETARIAL CLASSIFICATION CRITERIA**

### **GROUP A**

Ability to communicate with staff and co-workers in appropriate manner  
Demonstrates confidentiality  
Accomplishes accurate filing  
Responsible for job specific supplies (ex. inventory, ordering)  
Ability to do typing/keyboarding  
Able to use office machines (ex. laminator, fax, intercom, phone, copier)  
Willingness and ability to learn

### **Group B**

Demonstrates criteria of Group A and  
Ability to work on own/work independently  
Accurate typing/keyboarding  
Ability to do multi-tasking  
Demonstrates organizational skills  
Demonstrates proper prioritizing of tasks  
Reception duties  
Working knowledge of computer program (Word), and willingness to learn advanced applications and specialized computer programs (Mail Merge, JAM, EXCEL, etc.)  
Written and verbal communication skills (i.e., parents, staff and students)

### **Group C**

Demonstrates criteria of Groups A and B and  
Demonstrates appropriate decision making  
Knowledge and ability to perform necessary tasks to ensure the smooth operation of the building/department  
Proficient in specialized computer programs and applications  
Responsible for creating/initiating written and verbal communication (i.e., community, district officials/representatives)  
Responsible for office management (ex. environment, finances, staff)  
Ultimately responsible for coordination, organization, facilitation of department/building

## **ARTICLE XIV**

### **SAVINGS CLAUSE**

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.

## **ARTICLE XV**

### **NO STRIKE; NO LOCKOUT**

#### **15.1 NO STRIKE; NO LOCKOUT**

The Association will not strike or engage in a sympathy strike during the term of this Agreement. The Board will not lockout employees during the term of this Agreement.

## **ARTICLE XVI**

### **WAIVER CLAUSE; DURATION AND TERMINATION CLAUSE**

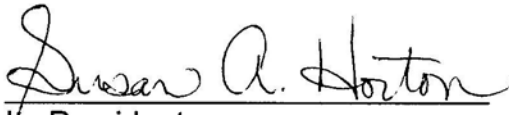
#### **16.1 WAIVER CLAUSE**

The Board and the Association, for the life of this Agreement, each voluntarily agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or any subject or matter not specifically referred to or covered in this Agreement.

## 16.2 DURATION AND TERMINATION

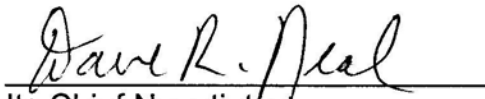
This Agreement shall constitute the Agreement between the parties. This Agreement shall be in effect from July 1, 2005 until June 30, 2008 and shall continue in effect from year to year thereafter unless either party gives written notice of its desire to amend or terminate this Agreement.

District U-46 Secretarial  
Association

  
\_\_\_\_\_  
Its President

Board of Education -  
District U-46

  
\_\_\_\_\_  
Its President

  
\_\_\_\_\_  
Its Chief Negotiator

  
\_\_\_\_\_  
Its Chief Negotiator

### **Side Letter for IMRF Early Retirement Incentive**

The District and the Association will at least annually review the possibility of offering the IMRF Early Retirement Incentive to IMRF employees of the District. If such a plan is deemed feasible, it will be submitted to the Board of Education for its consideration.

## **Memorandums of Understanding:**

*During the course of negotiations for the 2005-2008 DUSA Agreement, the Board and DUSA discussed several important items. Because these items were discussed for the purposes of clarification and idea sharing, the parties agreed that the items should be memorialized. Therefore the parties have set forth these ideas in the Memorandum of Understanding, and specifically agree that the following items are not intended to be part of the DUSA Agreement, nor are they intended nor shall they be subject to the DUSA grievance procedure.*

### **Memorandum ARTICLE 1 RECOGNITION CLAUSE**

During the course of negotiations it was agreed to include in the bargaining unit all of the secretarial positions in Human Resources (except the secretary to the Assistant Superintendent for Administrative Services) and to exclude from the bargaining unit the secretarial position for each of the four new Executive Directors with the following intentions:

1. The Executive Director secretarial positions currently filled by temporary personnel will be posted and available for interview by all bargaining unit members upon ratification of the 2005-2008 Agreement;
2. Current non-union secretaries in Human Resources will be grandfathered as non-union until they leave those positions;
3. As non-union secretarial positions in Human Resources are vacated, if they are posted, they will be posted as bargaining unit positions;
4. As long as current job descriptions remain constant, the District and DUSA plan to file with the Illinois Educational Labor Relations Board the Recognition clause of the newly negotiated 2005-2008 Agreement sometime before the expiration of the 2005-2008 Agreement.

### **Memorandum TIME AND LABOR / WEB-CLOCK**

The District and DUSA agree to establish a joint committee for the purpose of monitoring, analyzing, and making recommendations regarding the Time and Labor and Web clock initiatives of the District. It is intended that this committee be comprised of representatives of stakeholder groups who are involved with the implementation and use of these initiatives. Any collective bargaining issues that are raised will be referred to the District Labor/Management Committee. The Web clock Committee may meet on an "as needed" basis until the related issues have been resolved.



## **Memorandum 26 PAYS**

During the course of negotiations for the 2005-2008 Agreement, the parties discussed the issue of changing from 24-pays to 26-pays. After discussions, the parties understand that the District intends to put in place a Payroll Committee, which will include DUSA representatives, to examine, among other payroll issues, the possibility of changing from a 24-pay system to a 26-pay system. It was further understood that DUSA would have its membership vote on such a contractual change before empowering its representatives on the Payroll Committee to agree to such a change.

## **Memorandum ANNUAL DISTRICT-WIDE REGISTRATION**

During the 2005-2008 negotiations, the parties agreed to establish mutual guidelines for the scheduling of the annual District-wide registration of students and for the beginning of the year secretarial training and preparation. It was agreed that the guidelines for common registration dates should include:

- a. Setting registration dates in two different weeks, preferably no Friday or Monday dates, so that secretaries can compile registration materials or adequately prepare for registration;
- b. Working with administrators so that secretaries are not left alone in buildings while registration is occurring;
- c. Working with administrators to ensure that proper safeguarding of registration materials and money occur.

## **Memorandum BUILDING SECRETARY STAFFING**

The District and DUSA agree to continue to explore the appropriate guidelines for the staffing of secretaries in the elementary, middle, and high schools with the intent of providing an effective and efficient level of secretarial support to the building and school community and to provide assistance to the lead secretary. Factors to be considered include, but are not limited to: student enrollment, special programs (i.e. special education, bilingual, early childhood, etc.), student mobility, at-risk status, new technologies, new initiatives, customer service, and school/community relations.

Current recommended guidelines would include a second secretary at each elementary and middle school for a minimum of 4 hours per day for elementary and 3 hours per day for middle school, and based on the current student enrollment formula (see below) with an additional hour of second secretarial time for schools designated as Title 1 and/or Tier 2 Schools.

Second secretary formula:

### **Elementary**

Up to 650 = 4 hours  
651 - 750 = 6 hours  
751 and up = 8 hours

### **Middle School**

Up to 900 = 3 hours  
901-1100 = 6 hours  
1101 and up= 8 hours