

*2011- 2015*

**AGREEMENT**

**BETWEEN**

**DISTRICT U-46**

**SECRETARIAL ASSOCIATION**

**AND THE**

**BOARD OF EDUCATION**

**DISTRICT U-46**

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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, clerical assistants, and Level 2 computer technicians of the District except for Information Services personnel assigned to the Educational Service Center (ESC) and the secretary to each of the following cabinet level positions: Superintendent, Chief of Staff, Chief of Equity and Social Justice, Chief Legal Officer, Chief Operations Officer, Assistant Superintendent for Elementary Schools, Assistant Superintendent for Secondary Schools, and other cabinet level positions approved by the Board of Education. Also excluded are the Director of Information Services, department managers, help desk employees, programmers, software developers, network engineers, system analysts, 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 and/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, whenever possible.

### **ARTICLE III**

#### **BOARD'S RIGHTS**

The Association recognizes that the Board has responsibilities and authority to manage and direct, on 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, and 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**

Unless otherwise defined in this article, a full time bargaining unit member is an employee who works more than six (6) hours per day and more than 30 hours per week and more than six (6) months per year performing work within the DUSA bargaining unit.

A full time bargaining unit member in the Educational Services Center 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.

All full time Level 2 Technicians will work an eight (8) hour shift. Level 2 Technicians will be given prior notification of any change in assignment. It is the intent of the Association and the District to provide as much notice as possible before the beginning of each school year of any assignment changes for the upcoming year. It is understood that unforeseen changes in personnel and/or District operations may preclude previously announced assignments, in which case notice will be provided as soon as is administratively possible.

#### **6.2 PART TIME**

All part time personnel (secretaries and clerical assistants) shall be hired on an hourly basis as established in Section 6.8, Staffing Levels. 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 more than thirty (30) hours per week and more than 6 months per year for work performed within the DUSA bargaining unit in a single position or combination position will receive full benefits as provided by this Agreement. For work outside the unit combined with work in the unit the cut off will be 37.5 hours per week to receive full benefits as provided by this agreement.

#### **6.3 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 be 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.

## **6.4 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.

## **6.5 LUNCH PERIOD**

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

## **6.6 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.

### **6.6.1 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.

## **6.7 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 the same step on the pay chart for the corresponding fiscal year per section 13.3 of this agreement. 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.

## **6.8 STAFFING LEVELS**

**6.8.1** The Board shall not reduce the hours of work in any of the full-time positions (including splitting of positions) listed in the Secretarial Classification Schedule on pages 41-42 of this Agreement if the result is to reduce the hours associated with the position below the number necessary to qualify for participation in the health insurance plan under Sections 12.1 and 12.4 of this Agreement; provided, however, the Board may reduce the hours of a full time position below the minimum necessary to qualify for participation in the health insurance plan in Sections 12.1 and 12.4 if there are demonstrably substantive changes in the duties, and/or reduction in the workload, associated with the position are made. Additionally, the Board may dismiss any of the employees holding such full-time positions in accordance with the reduction in force provisions of Section 9.4 of this Agreement. Before taking any of the actions permitted by this Section, the Board shall give written notice to the Association President or designee between 60 and 90 days before the effective date of the reduction in hours or position and provide an opportunity to meet to discuss the intended actions.

**6.8.2** Secretarial and clerical: The following minimum guidelines are for the staffing of secretaries and clerical aides 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. Factors to be considered in determining part time secretary and clerical hours 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.

### **Elementary**

A minimum of (1) full time secretary: 8 hours per day, 40 hours per week.

A minimum of (1) part time secretary: 2.0 hours per day

Part time secretarial hours shall be allocated as follows:

>300 students – 2 hrs. per day

>500 students – 3 hrs. per day

>600 students – 4 hrs. per day

>700 students – 5 hrs. per day

One clerical aide: 1.5 hours per day minimum.

Clerical hours shall be allocated as follows:

<649 students – 1.5 hrs. per day

>650 students – 2 hrs. per day

>700 students – 3 hrs. per day

### **Middle School**

A minimum of (2) full time secretaries: 8 hours per day, 40 hours per week.  
Part time secretarial hours shall be allocated as follows:

>500 students – 2 hrs. per day  
>700 students – 3 hrs. per day  
>900 students – 4 hrs. per day

One clerical aide: 3.25 hours per day minimum if not in combination with another DUSA position to qualify for IMRF; 3.0 hours per day minimum if in combination with another DUSA position to qualify for IMRF.

### **High School**

Full time high school secretarial positions are subject to the provisions of 6.8.1. Additional full time or part time positions may be added.

Two clerical aides: 3.25 hours per day minimum if not in combination with another DUSA position to qualify for IMRF; 3.0 hours per day minimum if in combination with another DUSA position to qualify for IMRF.

Fourteen (14) Clericals, who had lost IMRF eligibility due to cuts in hours by the District in the Spring of 2010, will be increased by .25 of an hour to re-instate their participation in IMRF. Once the position is vacated by the current employee, the District may choose to reduce the hours by .25. This section only applies to the clerical positions listed below:

- (1) Bartlett HS
- (1) Elgin HS
- (2) Larkin HS
- (2) Streamwood HS
- (1) Abbott MS
- (1) Canton MS
- (1) Eastview MS
- (1) Ellis MS
- (1) Tefft MS
- (3) Health Services

### **6.8.3 New 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.

## **ARTICLE VII**

### **WORKING CONDITIONS**

#### **7.1 PAYROLL**

In August of 2012, the District will move all DUSA members over to a Bi-Weekly (26 pay) compensation system. Prior to conversion, the District will provide training to all members to assist them in preparing for the transition from the current process (FY12) of receiving equal pay spread out over the school year to Bi-Weekly pay and receiving pay only for previous two weeks of work. Each pay period will cover two weeks, beginning with a Saturday and ending on a Friday. Compensation for the pay period will be issued on the following Friday by direct deposit or pay card. The future pay schedule will be shared with the DUSA leadership and all employees at least 30 days prior to the conversion.

In order to transition all twelve month employees in the unit over to Bi-Weekly pay the District will provide each employee in the unit with 80 hours of compensation at their current hourly rate ("bridge loan amount"), at the start of the conversion. The District will then deduct the bridge amount over the next 26 pay's in equal installments until the total is re-paid to the District. If a twelve month employee leaves during the transition year the District will reserve the right to deduct the remaining amount due the District from the employee's last pay check for the bridge loan amount outstanding. Twelve month members will have the right to opt out of the bridge loan option.

For all other employees in the unit (9 and 10 month full and part-time), the bridge loan amount will not be offered since there will not be a loss of pay to start the employees on the new pay cycle.

#### **7.2 STAFF DEVELOPMENT**

##### **7.2.1 Professional Development**

A joint committee made up of four (4) representatives appointed by the District and four (4) representatives appointed by the Association will plan professional development programs which will be held on student non-attendance days. At least one (1) of the administrative members will supervise Technicians and one (1) of the Association representatives will be a Level 2 Technician. The committee will structure the programs so that minimal secretarial staffing of buildings and/or departments can be maintained when necessary.

The goal of the committee is to implement a program that will work to maximize the bargaining unit's potential by providing an accurate profile of necessary qualifications and the program and opportunities for skill building to achieve those qualifications as outlined below:

1. Each school year, July 1 through June 30, full-time bargaining unit members will attend eight (8) hours of district-wide mandatory professional development and part-time bargaining unit members will attend mandatory professional development of at least six (6) hours with pay by submitting the proper attendance verification form.



2. The District budget for the cost of the program will be \$30 per bargaining unit member, not to exceed \$10,000 per fiscal year. An extraordinary need for professional development beyond the budgeted amount will require District Approval.
3. The joint committee will monitor progress of the following timeline:
  - a. August 30 – A professional development schedule for the upcoming school year will be developed and communicated to all administrators and bargaining unit members. The committee will make recommendations for tracking participation using Coursewhere.
  - b. January 31 – The committee will do a mid-year evaluation of the professional development/assessment program. This evaluation will be used as a tool for future planning.
  - c. June 30 – A final evaluation of the professional development/assessment program will be completed. The joint committee will develop the schedule for the upcoming year based upon the district approved school calendar.

#### **7.2.2 Professional Development/Assessment — WorkKeys**

1. The joint committee will monitor the development of the WorkKeys program including profiles for the A, B, C classifications, assessment program to match these profiles, and a professional development program to facilitate bargaining unit members' achievement and maintenance of qualifications.
2. All current bargaining unit members will remain grandfathered, without WorkKeys assessment, in their current position and/or previous classification, whichever is higher, within the last 5 years of the date of application to a newly desired position between July 1, 2012 through June 30, 2013.
3. The joint committee will monitor progress of the following timeline:
  - a. September 1, 2012 - A training schedule for the WorkKeys Program will be developed for school year 2012-13. Passwords for individual training opportunities shall be assigned to each member.
  - b. October 2012 - Professional Development planned for this month will include, but not be limited to, an overview of the WorkKeys program for all bargaining unit members.
  - c. December 2012 - Profiles for A, B, C classifications in place.
  - d. January 2013 - Assessment for new employees to begin.
  - e. July 2013 - Assessment to begin for all bargaining unit members seeking a higher classification or a position within a classification with a profiled skill set.

4. By no later than December 1, 2012, the joint committee will be advised by the District of the process for assessment, grading, tracking of scores and the administration of WorkKeys.
5. The joint committee will evaluate the WorkKeys program:
  - a. January 31, 2013 - The committee will do a mid-year evaluation of the professional development/assessment program WorkKeys. This evaluation will be used as a tool for future planning.
  - b. June 30, 2013 - A final evaluation of the professional development/assessment program WorkKeys will be reviewed. If the committee reaches consensus, this evaluation will be used as a tool to plan the professional development schedule for the 2013-14 school year and taken into consideration by the District in regard to changes to the WorkKeys program.

### **7.2.3 Individualized Staff Development**

The District will provide job specific orientation in the various skill areas appropriate to the bargaining unit position to which an employee is newly assigned. The intent of orientation is to enhance the employee's successful transition to the newly assigned position. The District will also provide skill training in functions or criteria newly applicable to existing positions. In-district sessions will be provided at no cost to the employee. These sessions may include the coordination of out of district opportunity for more specialized areas of bargaining unit work. The District shall maintain records of participation and of test scores, if applicable, for all sessions provided.

## **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.

## **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.

### **7.6.7 Extra Bargaining Unit Work**

Any clerical, secretarial, or related bargaining unit work that occurs beyond the contractual work year of a bargaining unit member (non-twelve month members), and when deemed appropriate bargaining unit work by the District, shall be work that is available to that member. The District, with input from the Association, shall develop procedures for notifying members of this work and the selection of members to do the work. Such work shall include, but not be limited to, work during summer school, intercessions, and other break times. Members will not be available for such work if the work time involved will regularly create an overtime situation. Any such work that remains available after the above procedures have occurred may then be made available outside of the bargaining unit. This Section is not intended to cover supervision or extra-curricular duties which are covered under 7.6.6 of this bargaining agreement.

## **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 and fill 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. A bargaining unit member may request to take a skill test at any time, with a limit of once in a 30-day period.
  - c) Human Resources will review applications and skill test records from files maintained in the Human Resources Department. Proof of test scores will be used to pre-qualify bargaining unit members when applying for positions.
  - 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 RE-EMPLOYMENT**

Any bargaining unit member re-employed by the District will be reinstated at their previous hourly rate unless they have accepted a position in a higher or lower group level. If a higher or lower group level position is accepted, the member will receive an hourly rate in that group level at the same step on the pay chart for the corresponding fiscal year.

## **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 newly hired bargaining unit 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. The District may request, and the Association will not unduly deny, an extension of the probationary period of not more than an additional ninety (90) calendar days, upon written demonstration of need by the District.

## **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.

### **8.7.1 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.

## **8.8 RESIGNATIONS**

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

- 1) Notify immediate supervisor and Human Resources 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) Human Resources shall notify the Association upon receipt of resignation.

## **8.9 RETIREMENT INCENTIVE**

The following retirement program shall be available to bargaining unit members who work at least 600 hours per year.

1. A bargaining unit member will be eligible for this incentive 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 bonus will be paid over the last four months of employment. The bonus will be in an amount that is sufficient to increase the employee's IMRF reported earnings in the final twelve months of employment by exactly 6.0% over the employee's IMRF reported earnings in the immediately preceding twelve (12) months, so long as such amount does not cause the Board to be subject to accelerated payments to IMRF under Section 7-172(k) of the Illinois Pension Code.
4. The District will extend single health insurance coverage and pay 50% of the current single rate coverage (up to a maximum of \$4,000 per year) until the employee reaches the age of Medicare eligibility. The remainder of the individual cost and any family cost would be the responsibility of the retiree. Any subsequent increase in the individual cost and/or cost of family would be paid by the retiree.
5. The employee may revoke his/her election to retire in the case of death or total disability of the spouse, or for a major life change as deemed acceptable by Human Resources. An employee who revokes his/her election to retire must repay all monies paid as part of the retirement program.

## **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 emailed to each school term non-probationary 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 non-probationary 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 6.3. 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.

### **9.1.2 Secretarial/Clerical Substitute Pool**

A secretarial/clerical substitute pool of retired bargaining unit members will be established from which the District may, at its discretion, draw from for the purpose of providing experienced substitutes during absences of bargaining unit members. The substituting secretarial employee will be paid at the rate of Nineteen Dollars (\$19.00) per hour and the substituting clerical employee will be paid at the rate of Sixteen Dollars (\$16.00) per hour.

This pool concept, assignments, and rate of pay 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, Clerical Assistants, and Level 2 Technicians. In the event two or more employees possess the same length of continuous service, 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 the years of experience served as a full time secretary in the District. 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. A part-time secretary moving to a clerical assistant position will be given full credit on the clerical assistants' seniority list. 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. If a RIF occurs in the secretary position, she/he may return to the clerical assistant list.

For Level 2 Technicians hired prior to July 1, 2008, seniority shall be defined as the length of continuous service in the Information Services Department. For Level 2 Technicians hired on or after July 1, 2008, seniority shall be defined as the length of continuous full-time service in the bargaining unit and will apply irrespective of intervening transfers from one bargaining unit position to another. If a Level 2 Technician moves to another bargaining unit classification, he/she will be placed at the beginning of the seniority list for that classification but shall retain his/her Level 2 classification seniority. If a RIF occurs, he/she may return to the Level 2 seniority list.

### **9.2.1 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.

## **9.3 INVOLUNTARY TRANSFERS**

No employee will suffer a reduction in group level pay for a period of twelve (12) months as a result of an involuntary transfer. If after the twelve (12) month period the employee does not secure a position comparable to their former position, the employee's hourly rate will be reduced to the lower group level rate, at the same step as stated in the pay chart for the corresponding fiscal year. If a comparable position becomes available within twelve (12) months of the involuntary transfer, the employee will be given first consideration for such position.

## **9.4 REDUCTION IN FORCE**

**9.4.1** If for any reason the Board acts to decrease the number of bargaining unit employees or reduce the hours of employees employed by it through a Reduction In Force (RIF), the following procedures shall be applied:

- a) The Association shall be given written notice of the Board's intention to RIF. The notice shall be given between sixty (60) and ninety (90) days before the effective date of the RIF and include the maximum number and identity of the positions to be affected by the RIF.
- b) Notice of honorable dismissal shall be given to those employees actually to be RIFed by no later than 45 days before the end of the school term, in accordance with the RIF notice delivery requirements of the Illinois School Code.
- c) Employees shall be RIFed in reverse order of their respective lengths of service as determined by Section 9.2 above.

- d) The employees filling the positions to be eliminated or reduced are referred to below as “displaced employees.” The positions held by the employees actually dismissed as a part of the RIF are referred to below as “open positions.”
  - e) Open positions resulting from the RIF, and other positions open at the time the Board acts on the RIF, shall be posted for all remaining bargaining unit employees to apply to fill. Only those employees who have the necessary qualifications should apply to fill an open position. The supervising administrators shall select from among the applicants to fill the open positions, based on the administrator's assessment of the applicant's qualifications and the applicant's fit with the particular work site.
  - f) All open positions remaining unfilled after Step e) above shall be posted and filled by the supervising administrators who must select from the displaced employees based on the same criteria applied in e) above.
  - g) Displaced employees not selected to fill an opening under either e) or f) above shall be offered a choice of the remaining open positions based on seniority, so long as the displaced employee has the ability to perform the full job responsibilities as set forth in the job description.
  - h) In the event a displaced employee is not offered a position under g) above, the displaced employee shall choose from the remaining open positions, with the requirement that during the next school year the displaced employee must attend District provided professional development to acquire the necessary skills needed to perform the full job requirements as set forth in the job description for the chosen position. Quarterly evaluations will be given during that next school year to assess progress, identify concerns and provide suggestions for improvement.
- Alternatively, if the displaced employee is not qualified to take any of the open positions, the employee may choose to be honorably dismissed and placed on the recall list pursuant to Section 9.4.3.
- i) Any employee dismissed as a result of the application of subsections e) through h) may be honorably dismissed in accordance with the 30-day notice and delivery requirement of the support staff RIF provisions of the Illinois School Code.

#### **9.4.2 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, email address and preferred phone number at the Human Resources Department of the District. During recall an employee will be allowed a period of 24 hours from the time of 1<sup>st</sup> contact by Human Resources (phone, voicemail, or email) to accept or refuse a position.

### **9.4.3 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 recall to active employment and the employee will be reinstated at the same step on the pay chart to which he/she would have been eligible prior to his/her layoff and to the hourly rate in the accepted position's group level for the corresponding fiscal year.

## **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 reinstated to the hourly rate to which he/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 9.1.1.

### **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 reinstated to the hourly rate 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 9.1.1) 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 reinstated to the hourly rate to which he/she would have been eligible prior to commencement of his/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 reinstated to the hourly rate 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.

### **10.12 BEREAVEMENT DAYS**

Each bargaining unit member working twenty (20) or more hours per week shall be granted annually non-cumulative paid days of bereavement leave in the event of a death in the immediate family as follows: 12 month employees = 3 days; less than 12 month employees = 2 days. The immediate family shall be defined as parent, spouse, brother, sister, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law and those over whom the employee has legal guardianship or relatives living in the employee's immediate household.



## **10.13 MODIFIED DUTY**

The District may assign, for a period of up to sixty (60) work days, an employee absent for disability (other than due to pregnancy under Section 10.4.3) or Workers' compensation reasons to a modified position consistent with the medical restrictions which are imposed due to the nature of the employee's illness or injury and which meet the work needs of the District. The general format and content of modified duty plans will be developed by the District and discussed with the Union in labor management meetings from time-to-time. In consultation with the employee and the Union, if requested by the employee, the District will develop the modified duty plan before the employee begins the modified duty. The Plan will take into account available medical information, available bargaining and non-bargaining unit work and minimizing intrusion into the work of other bargaining units. After the initial period, if the employee is not released from modified duty to return to work without restrictions, the District will evaluate the employee's status and may extend the modified duty for up to an additional sixty (60) work days after notice to the Union. Modified duty is not applicable to an employee on a medical leave of absence under Section 10.8 of this Agreement.

## **ARTICLE XI**

### **CALENDAR**

## **11.1 WORK YEAR**

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

In fiscal year 2012-2013 all twelve month secretaries and Level 2 Technician employees will be paid their regular hourly rate for 261 days. Beginning with fiscal year 2013-2014, the work year for all twelve month secretarial and Level 2 Technician employees will be a minimum of 260 days. Twelve month secretaries and Level 2 Technician employees will be paid their regular hourly rate for any day(s) worked in addition to the 260 days as set forth above.

### **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 hourly rate for any day(s) worked in addition to the 206 days as set forth above.

### 11.1.3 Guidelines for Annual District-Wide Registration

The following guidelines shall be used for the scheduling of the annual District-wide registration of students and for the beginning of the year secretarial training and preparation:

- 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.

### 11.1.4 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:

### Twelve (12) Month

New Year's Day  
Martin Luther King 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

### Ten 10 Month & Clerical Assistants

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

\*\*\* Veteran's Day may be a scheduled work day as determined by the Board of Education. If Veteran's Day is a work day for employees, then employees will be granted a floating holiday at a mutually agreed upon date by employee and supervisor.

If a paid holiday falls on a weekend, employees will be granted either the business day before or the business day after the holiday off with pay as long as school is not in session on either of those days; if school is in session on both the business day before and the business day

after the holiday, an additional floating holiday will be added to the allotment for each bargaining unit member. 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.

A twelve month employee 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 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 employee 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 supervisor's 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 more than six (6) hours per day and more than thirty (30) hours 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. 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 contribution for employees for single, employee + spouse, employee + dependent children, or employee + spouse + dependent children (family) coverage will be 10% of the rate established in the applicable calendar year by an independent actuary selected by the Board after consultation with the District Health Insurance Committee. If the estimated aggregate per employee per calendar year cost of the medical program (determined by the independent actuary) increases by more than 5% in a single calendar year, each employee's contribution of 10% of the medical plan and coverage elected will increase by \$130 per calendar year regardless of the type of medical option or coverage elected. If the estimated aggregate per employee per calendar year cost of the medical program increases by more than 8% in a single calendar year, each employee's contribution will increase by the amount set forth above for the 5% change plus an additional \$65 regardless of the type of medical option or coverage

elected. Contributions shall be made on a pro-rated basis through payroll deduction, and, in accord with applicable federal laws and regulations, will be on a pre-tax basis to the extent allowed by state and federal law and regulations.

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 \$40,000 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**

All members of the bargaining unit who work more than 6 hours per day and more than thirty (30) hours per week and more than six (6) months of the year will be provided single coverage in the dental insurance program underwritten by the Board of Education. The Board shall provide payroll deductions for those bargaining unit members who desire family coverage.

## **12.5 FLEXIBLE SPENDING ACCOUNTS**

In accordance with federal law and regulations, the District shall make available to each employee a dependent care flexible account and health care flexible spending account. These accounts shall be funded solely through salary-reduction contributions made by the employee to cover eligible expenses which the employee may incur. However, an employee who elects a medical program option which also provides a Health Savings Account may not elect to have a health care flexible spending account. The maximum contribution to the health care spending account shall be \$3,000 per calendar year for calendar years ending on or before December 31, 2012, and \$2500 per calendar year for calendar years beginning January 1, 2013. The current and future maximum contribution to the dependent care spending account shall be in accordance with federal law and regulations.

## **12.6 LONG TERM DISABILITY**

The District will provide each bargaining unit member a long-term disability plan with plan details and premium costs available to each member through Human Resources. Any necessary premiums will be paid by the member.

## **ARTICLE XIII**

### **SALARY**

#### **13.1 STARTING SALARIES FOR UNIT MEMBERS**

Group A - \$12.50 per hour  
Group B - \$14.00 per hour  
Group C - \$16.00 per hour  
Level 2 Technicians\* - \$22.50 per hour

\* Level 2 Technicians shall possess A+ Certification as a condition of employment

#### **13.2 DUSA SALARY INCREASES FOR SECRETARIES/CLERICALS/LEVEL 2 TECHS FY12-FY15**

The DUSA salary schedule shall be frozen at the FY11 rates per hour for FY12.

For FY13, retroactive to July 1, 2012, the hourly rates will be increased across all levels at a rate of 1.95%.

For FY14 and FY15 the hourly rates will be increased across all levels at a rate of .5 (one half) of the Consumer Price Index (CPI).

Consumer Price Index shall be the CPI for All Items and All U.S. Consumers for the prior month of December and as defined under Section 1-5 of the Property Tax Extension Limitation Law, but with the salary increase not less than .5% and not greater than 2.5%.

#### **13.3 INCREASES/DECREASES BETWEEN GROUP LEVELS**

By June 1 of each fiscal year (July 1-June 30), Human Resources and DUSA will collaborate on creating a Pay Chart for the upcoming fiscal year based on the contractual agreement of rate increases for that year. This chart will be used by Human Resources to determine increases and decreases in hourly rates for members moving group levels during the corresponding fiscal year.

When a full-time secretary moves to either a part-time secretary position or a clerical assistant position in a lower group level, she/he shall receive full credit in the lower group level on the pay chart for the corresponding fiscal year.

When a part-time secretary moves to a full-time secretary position in a higher group level, she/he shall receive half credit in the higher group level on the pay chart for the corresponding fiscal year. A part-time secretary, who moves to a clerical assistant position in a lower group level, will receive full credit on the pay chart for the corresponding fiscal year.

A clerical assistant who moves to a full-time or part-time secretarial position in a higher group level will be given half credit in the higher group level on the pay chart for the corresponding fiscal year.

#### **13.4 PTELL SALARY ADJUSTMENT**

If, and only if, tax cap levy legislation (such as an amendment to the Property Tax Extension Limitation Law) is enacted and signed into law which has the effect of freezing or reducing District U-46's expected revenue from the extension of the real estate tax levy for the operating funds (the sum of the following funds (the "Operating\_Funds")-- Education, Operations and Maintenance, Transportation and Special Education, if separate from the Education Fund) as compared to the prior tax year extension for the Operating Funds, then the increase provided for in Section 13.2 for the school year following the school year in which the levy was adopted shall be reduced to 0%, unless otherwise agreed by the Board and the Association. The extension analysis must be done each school year by the later of April 1 or within fourteen (14) days after the District receives notice of the tax levy extension for the Operating Funds from the County Clerk for each county in which the District levies real estate taxes. Within ten (10) days after the completion of the extension analysis, the Board shall provide a copy of the analysis and any supporting documentation available to the Association. The Association shall have ten (10) days from its receipt in which to request a meeting for clarification of the analysis, which meeting must take place within ten (10) days of receipt of the Association request. Additionally, in order for the District to exercise its rights under this section, its levy request must be in an amount which maximizes the tax rates allowed under the Property Tax Extension Limitation Law for the Operating Funds. If legislation is enacted in the last year of the Agreement, or if the impact of the legislation will not take place until after the last year of the Agreement, then no salary adjustment under this Section will be made.

Within thirty (30) calendar days after the extension analysis (as defined in the preceding paragraph) is received by the Association but in no case until after the clarification meeting, should one be requested, has taken place, the Board shall give written notice to the Association of its intent to invoke the application of this Section. The Board and the Association shall then meet within ten (10) calendar days of the Association's receipt of the notice from the Board to discuss the Board's intention and negotiate the impact if the Board determines to invoke the application of this Section. The same process shall be followed if the Board intends to invoke the application of this Section for any school year following the school year in which tax cap levy legislation (such as an amendment to the Property Tax Extension Limitation Law) is enacted and signed into law.

Notwithstanding the foregoing, the salary increases provided for in Section 13.2 of this Agreement shall not be frozen and the salary increases shall be applied retroactively to the start of the applicable school year if the actual Operating Funds revenue received from the real estate tax levy for the calendar year in which the salary increases were initially frozen exceed the Operating Funds revenue for the immediately preceding calendar year. The Operating Fund Revenues to be used for this comparison shall be the Operating Fund Revenues received in the calendar year immediately preceding the calendar year in which this Section was invoked by the Board and the Operating Funds Revenues received in the calendar year in which the salary increases were frozen. The amount of the salary increase shall be the negotiated amount of the increase provided for in Section 13.2 or, the percentage amount of the Operating Fund increase (if less than the negotiated increase). This operating fund revenue analysis shall be done each year by March 1.

The District's determination of the effect of the tax cap levy legislation under the first paragraph of this Section and whether a salary increase is due under the immediately preceding paragraph of this Section are subject to the grievance procedure in this Agreement.

Upon expiration of this Agreement, this Section shall **cease** to apply and not automatically be renewed.

#### **PTELL LANGUAGE EXAMPLE**

1. The Board does the required extension analysis after receipt from the County Clerk of the 2013 tax levy extension in March/April 2014 and, after having forwarded the analysis to the Association/Union and clarification meeting, if-requested, shall within the time limits outlined in this Section send the Association notice that the Board plans to invoke this Section.
2. Within thirty (30) days of extension analysis but after clarification meeting, if requested, the Board gives the Association written notice of its intent to invoke this Section.
3. Any salary increase which would have been provided for in Section 13.2 of the Agreement for the 2014-15 school year shall be rescinded for one year subject to the provisions of the annual actual operating fund revenue analysis provided for above.
4. February 2015, analysis of operating fund revenue received in calendar year 2014 shows an increase of 3% over operating fund revenues received by the District in the 2013 calendar year. The salary increase in Section 13.2 for the 2014-2015 school year shall be applied retroactively.



## **SECRETARIAL CLASSIFICATION SCHEDULE (Effective July 1, 2012)**

### **GROUP A**

Clerical Assistant  
Health Clerical Assistant

### **GROUP B**

District Records Receptionist  
Elementary Secretary  
English Language Learners (ELL) Secretary  
Health Secretary - Middle/High School  
High School Secretaries:  
    Attendance  
    Dean  
    Divisional Chairperson  
    English Language Learners (ELL)  
    \*Guidance  
    Scheduling  
    Sub-caller  
Middle School Assistant Principal Secretary (10 month)  
Middle School Secretary  
Switchboard/Receptionist

### **GROUP C**

Accounts Payable  
Accounts Receivable  
Central Graphics/Duplicating Services  
Early Childhood  
Elementary Principal  
Food Service Bookkeeper  
High School:  
    Assistant Principal  
    Athletics  
    \*Guidance  
    Principal  
    Registrar  
    Treasurer  
Human Resources  
Independence School  
Middle School Principal  
Payroll  
Plant Operations  
SAFE  
School Community Relations  
Special Education

Directors of:

- Adult Education
- Alternative Education
- Business Services
- Early Childhood
- Early Language Learners (ELL)
- Financial Services
- Fine Arts
- Food Service
- Human Resources
- Information Services
- Instruction-Elementary
- Instruction-Secondary
- Plant Operations
- Special Education
- Teacher Effectiveness Initiatives

Coordinators of:

- Assessment, Research, Student Discipline, AVID, Student Services
- District Records
- District Safety & Security
- Literacy Instruction Learning
- Math, Science, Planetarium, Instructional Technology
- Regional Vocational/Career & Technology Education
- Gifted Program

Supervisor of:

- Central School Programs
- Special Education Elementary, Middle, & High School)
- Special Education-Health Services

\*The high school guidance secretary classifications are determined by duties assigned in the job description by the high school Principal and approved by Human Resources.

This list shall not limit the creation of any new position in any classification.

**2008-2011 Agreement Memorandum – Added to 2011-2015 Current Bargaining Agreement**

The current positions of “HR Help Desk” and “Certification Specialist” will be grandfathered as non-bargaining unit positions until the employees currently assigned to those positions are no longer so assigned. At such time as the assignments end and the positions are posted without change in the job duties, the positions shall become bargaining unit positions. If the duties of the positions are changed, the bargaining unit status will be addressed by the Association and the District and, if no agreement is reached, the bargaining unit status shall be subject to resolution through the applicable provisions and procedures of the Illinois Educational Labor Relations Act.

## **SECRETARIAL CLASSIFICATION CRITERIA**

### **CLASSIFICATION A** (Proficiently demonstrates all criteria listed)

Ability to communicate and interact with staff and co-workers in a professional manner  
Demonstrates positive customer service skills  
Demonstrates confidentiality  
Ability to work independently  
Ability to prioritize tasks  
Demonstrates organizational skills  
Keeps accurate filing  
Responsible for job specific supplies (No Business Portal or equivalent)  
Able to use office machines (ex. laminator, fax, intercom, phone, and copier)  
Accurate typing/keyboarding  
Working knowledge of computer programs  
Willingness and ability to learn

### **CLASSIFICATION B** (Proficiently demonstrates all criteria listed, including classification A)

Perform reception duties  
Perform student attendance duties  
Utilize excellent written and verbal communication skills (parents, staff and students)  
Responsible for tracking and balancing building/department expenditures (if applicable)  
Working knowledge of computer programs Word and Excel  
Willingness to learn and become proficient in advanced applications and specialized computer programs (Mail Merge, Student Information Systems, Business Portal, etc.)

### **CLASSIFICATION C** (Proficiently demonstrates all criteria listed, including classification A+B)

Demonstrates appropriate decision making in support of or in absence of director or supervising administrator  
Knowledge and ability to perform necessary tasks to ensure the smooth operation of the district level department/building  
Proficient in specialized computer programs and applications  
Responsible for creating and initiating written and verbal communication (community and district officials/representatives)  
Responsible for maintaining director or supervising administrator calendar/schedule (if applicable)  
Responsible for office management, environment, staff, finances (banking and financial software)  
Ultimately responsible for coordination, organization, facilitation of district level 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.

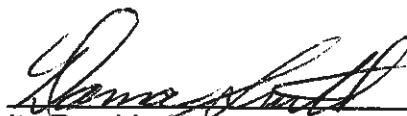
#### 16.2 DURATION AND TERMINATION

This Agreement shall constitute the Agreement between the parties. This Agreement shall be in effect July 1, 2011 through June 30, 2015 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. Grievances over the provisions new to this Agreement (in comparison to the 2008 to 2011 Agreement) may only be based on events occurring after ratification of the Agreement by the Association and the Board.

District U-46 Secretarial Association

Board of Education – District U-46

 9/25/12  
Its President

 10/1/12  
Its President

 9/25/12  
Its Chief Negotiator

 10/23/12  
Its Chief Negotiator

## **Memorandum HOME/SCHOOL LIAISONS**

It is agreed that DUSA will continue to cooperate in discussions with the District and with DUEA in an effort to assure that the interests of all bargaining unit members and the needs of the District are addressed with regard to the duties and responsibilities of the home/school liaisons. This provision shall not be subject to the grievance procedure.

## **Memorandum of Understanding UNIT CLARIFICATION SETTLEMENT AGREEMENT**

1. The District agrees that no DUSA members will be laid off effective during the 2011-2012 and 2012-2013 school years.
2. The District agrees to post all new Specialist positions internally for 10 business days prior to posting the position externally. All DUSA members who apply for such positions and meet all job qualifications will be interviewed for the position. If the district does not identify a qualified internal candidate to fill the position, the District will seek outside candidates to fill the position.
3. The District agrees that it will inform DUSA leadership of any newly created Specialist positions that impacts current DUSA bargaining unit members 15 business days prior to the posting of such positions in order for the parties to discuss the impact.
4. DUSA agrees that the position of HR Specialist is excluded from the DUSA bargaining unit so long as: (1) The position is confidential under the Act; (2) The position lacks a community of interest with other bargaining unit positions; or (3) is otherwise properly excluded under the Illinois Education Labor Relations Act.
5. DUSA will withdraw the pending unit clarification petition and agrees not to file a unit clarification petition regarding the current HR Specialists during the period referenced in #1 above (through the end of the 2012-2013 school year).
6. The agreement will be part of a MOU to be incorporated within the upcoming collective bargaining agreement.
7. This settlement is in reference to case No. 2012-UC-0002-C. This agreement poses no restriction on the independence of the current collective bargaining negotiations.
8. The District agrees to provide FT and PT 10-month secretaries in the DUSA unit with 1600 hours of additional work during the 2011-2012 and 2012-2013 academic years for a total 3200 hours. The hours will be divided among the secretaries by the District.
9. The District agrees to email Traci ([traciwhite@u-46.org](mailto:traciwhite@u-46.org)) before any hours are assigned. The email will state the reason for the assigned hours and the number of hours.
10. The District (HR) and DUSA will meet quarterly over the calendar year to discuss prior hour allocations and any anticipated future allocations. The hours may be used during the academic year, summer or breaks.
11. The first quarterly meeting will take place within 21 days of the ratification of the upcoming collective bargaining agreement. The 1600 hours may begin being assigned after that meeting. The first allotment of 1600 hours must be completely allocated by July 31, 2012 and those hours must be used by August 31, 2012. The second allotment of 1600 hours must be completely allocated by July 1, 2013 and those hours must be used by August 31, 2013.

Addendum: Due to time limits per the above agreement, the District and DUSA discussed and allocated the 1600 hours for 2012-2013 by July 31, 2012. Those 1600 hours will be exhausted by August 31, 2012.

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