

SECRETARIES

AGREEMENT

BETWEEN THE BOARD OF EDUCATION

OTTAWA ELEMENTARY SCHOOL DISTRICT 141

AND

SERVICE EMPLOYEES LOCAL NO. 73

2014-15, 2015-16, 2016-17, 2017-18

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## ARTICLE I - PREAMBLE

This Agreement is entered into by and between the Board of Education, Ottawa Elementary School District 141, (hereinafter referred to as the "Board"), and Service Employees Local No. 73, an affiliate of Service Employees International Union, AFL-CIO/CLC, (hereinafter referred to as the "Union").

## ARTICLE II - RECOGNITION

For the purpose of collective bargaining with respect to wages, hours and other conditions of employment, the Board recognizes the Union as the exclusive bargaining agent for all full-time and regular part-time Secretaries and Receptionists employed by the Board for a minimum of 4 hours per day or more totaling 20 hours or more per week.

The Board agrees not to negotiate with any representative of the employees other than Local No. 73 for the duration of this contract.

## ARTICLE III - DEFINITION OF THE BARGAINING UNIT

The bargaining unit includes all full-time and regular part-time Secretarial employees and Receptionists with the exception of the Secretary to the Superintendent who is not part of the bargaining unit. For the purpose of this Agreement, the term "Contract-year employee" shall refer to any member of the bargaining unit who works full-time throughout the contract year. The term "School-year employee" shall refer to any member of the bargaining unit who works full-time for less than 12 months. Excluded from the bargaining unit are all part-time Secretarial employees and Receptionists who do not meet the minimum hours requirements (who work less than 20 hours per week) and all managerial, supervisory and confidential employees as defined in the Illinois Educational Labor Relations Act.

## ARTICLE IV - JOB DESCRIPTIONS

### Section 1. Qualifications

Qualifications for bargaining unit jobs are set forth in Board Policy dated July 1, 2006.

A standardized testing procedure, acceptable in the industry, will be administered by the Board to determine the qualifications of applicants for open positions. The District reserves the right to determine, and from time to time change, the qualifications needed for bargaining unit positions.

Copies of job descriptions shall be provided to bargaining unit employees.

## Section 2 - Evaluations

Each Secretary shall be evaluated by her/his supervisor at least on an annual basis. The primary purpose of evaluation is to assess performance and to give constructive suggestions for continued improvement. Such evaluation is to be shown to the employee being evaluated and signed by her as being seen. A copy of the evaluation shall be made part of the employees personnel file. An additional copy shall be given to the employee. Evaluations are not 'subject to the grievance procedures. Evaluations will be completed prior to the end of the school year.

## ARTICLE V - NO STRIKE

The Union will not cause or permit its members to cause, and will not sanction in any way, any work stoppage, strike, picketing or slowdown of any kind for any reason, or the honoring of any picket line or other curtailment, restriction or interference with any of the Employer's functions or operations.

The Employer agrees that it will not lock out its employees during the term of this Agreement.

## ARTICLE VI - SENIORITY

Upon the approval of the Board for regular employment, the employee's seniority date shall be set from the date of hire. Transfers or promotions within a category of position in the bargaining unit shall not change the seniority status of a bargaining unit employee with regard to any benefits for which seniority is a condition.

Seniority is the length of continuous service with the District for purposes of pay and benefits.

Classification Seniority shall be defined as the date the employee begins to work in a classification.

The Board will distribute to Contract-year employees and School-year employees a seniority list no later than February 28th of each year.

## ARTICLE VII - WORKING HOURS

Secretaries shall be assigned their classification yearly by the Superintendent. It shall be based on the load required for the job. Secretaries shall work no more than the total number of days and hours indicated in the fiscal year, (July 1 - June 30), without the expressed prior approval of the Superintendent. Holidays, used sick

leave, personal days and vacation days when applicable shall count towards satisfying these time requirements. Full-time secretaries shall be entitled to a 30 minute, unpaid lunch period and 20 minutes of paid break time daily.

Classification Receptionist, Building Secretary, Special Education Secretary and Media/Technology Secretary - Full-time personnel shall work an 8 hour day, on all days from August 1st through June 30th, not to exceed 228 days, excluding lunch. Secretaries hired prior to July 1, 1995 shall work an 8 hour day, excluding lunch, on all days when teachers are on duty. In addition, they shall work a total of 30 other 8 hour days during the year at the discretion of their immediate supervisor. Secretaries hired prior to July 1, 1995 shall have the option of working an 11 month year, provided however that once that option has been exercised, it shall become permanent.

General Secretary/Superintendent's Office/Substitutes - Shall work an 8 hour day, excluding lunch, throughout the year, except during the month of July the work day shall consist of 6 hours, excluding lunch.

#### PROBATIONARY PERIOD

New employees will serve a probationary period of ninety (90) calendar days. Upon successful completion of the probationary period, the employee shall be given written notice of successful completion and the employee's seniority shall date from his/her most recent hiring date since any break in the employment relationship. If an employee fails to complete the probationary period he/she will be subject to termination without recall rights or recourse to the grievance procedure.

#### ARTICLE VIII - SALARIES

##### Section 1: Salary

All Secretaries shall be paid in accordance with the schedule provided in Appendix A.

##### Section 2: Professional Certificate Stipend

Secretaries who successfully complete the requirements for an Associate Degree in Secretarial Science shall receive a 7% stipend to be added to their hourly wage. An additional 7% stipend will be added to the Secretaries hourly wage if the Professional Standards certification is successfully completed. Secretaries who successfully complete the requirements for a Bachelors of Science Degree, shall receive a 15% stipend to be added to their hourly wage. Credit may also be given at the discretion of the Board for secretaries earning AA or BA degrees in areas considered to be related to their responsibility.

### Section 3: Salary Adjustments

Salary adjustments are made on July 1, annually for 12 month Secretaries and on August 1st for all others. Any Secretary hired during the year shall have their annual raise pro-rated. Secretaries hired during the year will qualify for half-year increment if they worked at least 1/4 of the hours allotted for the position when the annual adjustment is made. To qualify for a full year's credit, the Secretary must have worked at least 3/4 of the hours allotted to the job.

### Section 4: Overtime

Time and one half will be paid for all hours over a forty-hour week. Employees may elect to take compensatory time in lieu of overtime pay. Compensatory time may be scheduled with the approval of the employee's supervisor.

## ARTICLE IX - VACATIONS

Paid vacations for contract year Secretaries shall be earned according to the following schedule.

After 1 year as a 12 month Secretary	1 week
After 2 years as a 12 month Secretary	2 weeks
After 5 years as a 12 month Secretary	3 weeks
After 10 years as a 12 month Secretary	4 weeks
After 12 years as a 12 month Secretary	5 weeks

Requests for vacations must be submitted to the Superintendent, and decisions on the requests shall be made at the discretion of the Superintendent subject to the operating needs of the School System. Conflicts in such vacation requests shall be decided on the basis of seniority.

Secretaries working less than a full year may adjust their work schedule for up to 5 days for unpaid vacation purposes with the prior approval of the Superintendent.

## ARTICLE X - HOLIDAYS

### Section 1: Regular Paid Holidays

The following days shall be considered regular paid holidays: Labor Day, Columbus Day, Veteran's Day, Thanksgiving, the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Lincoln's Birthday or President's Day, Casimir Pulaski Day, Memorial Day, Independence Day, and Dr. Martin Luther

King's Birthday, the Friday preceding Easter, Easter Monday provided school is not in session. The Secretary's birthday shall also be considered a paid holiday.

In the event that school is in session on any of the above holidays the Secretaries are guaranteed either time off on a date(s) to be determined by the Superintendent or employees will be paid for those holidays they are required to work. In no instance shall holiday pay exceed 16 days in any calendar year.

## Section 2: Holidays for School Year Employees

School year employees shall be granted those holidays which fall within their normal work year. Each member of the Secretarial Bargaining Unit shall be entitled to a day off to commemorate his/her birthday. The birthday holiday shall be taken on the employee's date of birth. If his/her birthday falls on a Saturday or Sunday, the employee shall be required to take his/her day off on either the Friday before or Monday after the employee's birthday. If the birthday falls during the summer when the Secretarial Bargaining Unit is not working he/she shall take the birthday holiday during the first two weeks of the new school year. The Secretarial Bargaining Unit member must have worked the last working day before the first working day and after the birthday holiday in order to qualify (except for excused leave).

## Section 3: Holiday Scheduling

If a holiday falls on a Saturday or Sunday, either Friday or Monday will be granted as a holiday provided school is not in session. In cases where the offices closed on Monday or Friday of a holiday weekend, Tuesday or Thursday will be granted as the holiday, provided school is not in session.

## Section 4: Holiday Working Qualifications

A Secretary must have worked the last working day before and after the holiday in order to qualify for the holiday (except for excused leave time).

# ARTICLE XI - VACANCIES, TRANSFERS AND PROMOTIONS

## Section 1: Notice of Vacancies Within Unit

- A. All Secretarial vacancies shall be posted for three working days so that any present Secretary can apply for the open position.
- B. Any Secretary who has applied for a posted position within the unit, shall be notified of the reason for their not receiving the position, in writing, not more than five working days after the position is filled.



- C. Notice of appointment of the successful Secretary to fill any vacancy shall be posted within five (5) working days of the decision. The Secretary will transfer to the new position within 30 working days of the decision. If unexpected circumstances arise that will not allow the transfer in the 30 working day time period, the District shall notify the secretary of the expected date of the transfer.

#### Section 2: Notice of Vacancy Outside the Bargaining Unit

A Secretary may apply for any posted position outside the bargaining unit. Any Secretary who has applied for such a position shall be notified of the reason for their not receiving the position, in writing, not more than five (5) days after the position is filled. The decision on selecting personnel to fill a position outside of the bargaining unit is not subject to the grievance procedure.

#### Section 3: Promotions

Promotions shall be considered to be any movement upward in classification within the bargaining unit. Promotion requests shall be judged on the following criteria:

1. Skills needed for the position;
2. Seniority; and,
3. Yearly evaluations

#### Section 4: Transfers

Transfers shall be considered as movement within the same classification. Transfer requests shall be judged on the following criteria:

1. Personal preference of the receiving administrator.

### ARTICLE XII - REDUCTION IN STAFF

#### Section 1: Notice to Union

In the event the Board determines that there will be a reduction in the Secretarial or clerical staff, it will notify the Union and the affected employee at least thirty (30) days prior to termination.

#### Section 2: Seniority as a Basis for Reduction

Reduction shall be done on a seniority basis. Should an employee designated for termination or reduction in hours, have more seniority than another person in the bargaining unit, that employee may bump the least senior person in the bargaining unit, provided they have all the qualifications for the new position.

### Section 3: Re-Employment

In the event that a position becomes available within the bargaining unit within twelve months of the termination due to a reduction in the force, former employees shall be given first option for said position, provided they have the qualifications for the available position. Offers shall be made on a seniority basis. A former employee is deemed to waive all rights to new employment if she fails to report for work within seven (7) days after the mailing of the employment offer.

Any employee so reemployed shall be entitled to the same number of accumulated sick days in which she had prior to termination. Any employee so reemployed shall be paid the contract wage for her classification and experience.

## ARTICLE XIII – SICK LEAVE BENEFITS

### Section 1: Sick Leave

All full-time Secretaries are eligible for sick leave. Contract year Secretaries are entitled to 18 days of sick leave annually. 11-month Secretaries are entitled to 16 days and school year secretaries are entitled to 15 days. Eligible Secretaries beginning employment after the beginning of the school year shall have those benefits pro-rated. These days are earned at the rate of 1-1/2 days per month but all days shall be available to the employee at the beginning of the year. Unused days are unlimited.

Sick leave shall be interpreted to mean personal illness, quarantine at home or serious illness or death in the immediate family. Immediate family is defined as parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians, aunts, uncles, domestic partners and fiancée/9fiancées.

Personnel may use sick days in the following fashion:

1. Sick leave – any portion of the days may be used for sickness.
2. Personal Leave - Four unrestricted days for all Secretarial Bargaining Unit members. District policy shall be followed. Upon written request (a letter describing the event/opportunity), Superintendent discretion shall be used for life changing events or opportunities if the unrestricted day is requested before a holiday. The request should be submitted one month, thirty (30) days before event or opportunity.

Note: Contract Year Secretaries may use up to 4 of their 18 days for Personal Leave; Eleven month Secretaries may use up to 4 of their 16 days for Personal

Leave; School year Secretaries may use up to 4 of their 15 days for Personal Leave granted in any one school year. Personal Leave is defined as that of a nature which cannot be conducted on any other than a school day. The following guidelines shall be in effect regarding use of Personal Leave.

- a. Four personal days per year may be designated as Unrestricted Leave and the reason for it shall not be requested nor challenged, however, such days CANNOT be used on days immediately prior to or following a vacation or break (unless above criteria is exercised and approved). Break is defined as any weekday when the employee is not scheduled to work for any portion of the day. In addition, a request MUST be submitted in writing, on the designed form, to the employee's supervisor at least 48 hours in advance.

Further, should unrestricted leave requests exceed available substitutes, some such leaves may be denied. Denials will be determined on the basis of the date such requests were received by the Administration.

- b. Leave may be taken under the Illinois School Visitation Rights Act to attend school conferences or classroom activities related to the employee's child if the conference/activity cannot be scheduled during non-work hours. Such leave shall be unpaid, is limited to eight hours per school year and no more than four hours on any given day. In addition, in order to be eligible for such leave, the employee requesting the same must comply with the notice provisions of the Act, provide verification when requested in accordance with the Act, and must have also exhausted all accrued vacation leave, personal leave, or other available leave except sick and/or disability leave.

3. Physician's Certificate - The Board of Education may require a physician's certificate as a basis for pay during leave after an absence of 3 days for personal illness, or as it may deem necessary in other cases.

4. Bereavement Leave - Secretaries may take bereavement leave for immediate family, as defined by the Illinois School Code. Duration of the leave shall be up to 10 days in a single calendar year. The parties agree that the benefit shall be used in a responsible manner.

## Section 2: Sick Leave Bank

A sick leave bank shall be established to provide sick leave benefits to Educational Support Personnel (non-certificated employees) who incur a prolonged illness or injury. Any member of the Educational Support Personnel staff may be a member of the sick leave bank, so long as they enroll within 10 days of their initial employment with the school district. Each member initially enrolling in the bank shall donate 2 days sick leave to the bank. Additional day(s) will be donated any time the bank falls below 100 days.

A member withdrawing from membership in the bank shall not have any contributed days refunded.

Membership in the bank is automatically terminated upon effective dates of resignation, retirement, dismissal or a leave of absence. Persons rejoining the staff will be assessed only the current year's donated day(s), if any.

The first 20 days of absence shall not be covered by the bank, but must be covered by the member's own accumulated sick leave, or absence without pay. A member shall not be eligible to draw on the bank until the member has depleted all accumulated sick leave days. Following the 20th day of absence, or the expenditure of accumulated leave days as indicated above, whichever is later, a member may apply for use of the sick leave bank. A maximum of 60 days from the sick leave bank may be used during any one school year by any member for a single illness or injury. Such days of absence need not be continuous. No member shall draw upon the sick leave bank in two successive years, unless they shall render service for at least 60 school days prior to the drawing from the bank the second year.

Members withdrawing such leave days from the bank shall not be required to repay those days. A member shall be entitled to draw from the bank provided that the member is personally ill or injured, or submits a physician's certificate that the member's absence is necessary due to the illness of a member of the immediate family as defined in the School Code of Illinois. Members on Maternity Leave or Workman's Compensation shall not be eligible for sick bank coverage. Complications from Maternity Leave may be covered by the Bank, if recommended by the review committee and approved by the Board of Education.

Applications for sick bank coverage are to be submitted to the Superintendent for review by the special committee, comprised of four Educational Support Personnel (one selected by each Association and one selected by the non-affiliated members) and an administrator. If the administration declines, the committee will be comprised of the four Educational Support Personnel.

Applications shall state the cause for the absence and expected dates of the leave. The applications shall be accompanied by a note from the attending physician that clearly confirms the illness and the expected recovery period. It will be the member's responsibility to prove an elective surgery could not be taken care of incorporating vacation time or during summer break.

The employee shall be responsible for authenticating the claim of illness or injury and the committee shall be responsible for ascertaining the eligibility of the employee to draw on the bank. The decisions of the committee shall be final and not subject to the grievance and/or arbitration procedure. Neither the employees nor the Union shall hold the Board or its officials and employees, including but not

limited to the Superintendent and the other members of the sick leave bank committee, liable for any decisions made by the committee. The Union and the employees agree to hold harmless and indemnify the Board and its officials or employees, including but not limited to the Superintendent and the other members of the sick leave bank committee, from and against any claims, damages, or legal actions regarding decisions by the committee and/or arising out of or related to the sick leave bank.

### Section 3: FMLA/Natural Birth/Adoption Leave

Employees eligible under the Family and Medical Leave Act (FMLA) shall be allowed to take up to twelve work weeks of leave per year for the reasons allowed by the Act, including but not necessarily limited to, the birth/care of a child and the placement of a child with the employee for adoption or foster care. Requests for such leave shall be made in accordance with the Act, the requirements and rights set forth in the Act including those concerning benefits while on approved leave, use of paid time off during such leave, and return to work following such leave, except that Sick Bank coverage shall not be available in connection with a leave taken under this Section. For purposes of determining the one-year period in which the twelve weeks of leave may be taken, the on-year period shall be measured from the date on when an employee's first FMLA leave begins.

### Section 4: Unpaid Leave

An employee may request and the Board retains the right to grant an unpaid leave of absence beyond the leaves specified in this contract. The duration of, requirement for return from, and placement upon return from such leave shall be by mutual agreement of the parties. Such leave shall be unpaid and no benefits shall be provided during the period of such leave. An employee may, if they elect, choose to remain on the District's insurance plan during such leave provided that they employee makes appropriate arrangements to pay the entire cost of such coverage for the duration of the leave.

Upon return from such leave, the Employee shall resume the duties performed by him/her prior to the commencement of the leave or equivalent position thereof or such other duties as the Superintendent shall assign to him/her, based upon his/her sole judgment of the best interest of the school district.

An Employee on such leave shall not accrue sick leave days for the period of the leave nor be allowed to use the sick bank for such days. No seniority is accrued for leave in excess of one year. Employees granted extended leave shall have their hire on date moved down by one (1) month or portion thereof, for each month that the extended leave exceeds one (1) year.

During the period of the leave, the employee's insurance premium shall not be paid by the District, except to the extent covered by the Federal Family Medical Leave Act

provisions. The Employee may continue such insurance coverage in effect at his/her option, however, provided further, that he/she pays to the District the full share of the premium cost for the period of time on leave.

All employees on paid benefit leave will accrue seniority and employees on unpaid leave will retain all accumulated benefits previously gained and earned prior to the leave and shall be retained upon return.

It shall be at the employee's option, if he/she uses their accumulated paid benefits for a leave of absence and continue any insurance benefits as prescribed in Article XIV Section 2.

#### Section 5: Injury on the Job

All personnel are covered by Workers' Compensation Insurance as specified by law. An employee may keep any monies received from their workers' compensation for the time lost because of an accident. An exact amount will then be deducted from their pay. In no case, may an employee receive pay from both workers' compensation and the School District for time off.

All money received from workers' compensation by an employee for doctor bills and other accident related bills are the property of the employee.

### ARTICLE XIV - OTHER BENEFITS

#### Section 1: Retirement Bonus

Any Secretary who is at least 55 years of age at retirement and has completed 10 or more years of service in the District shall be eligible for one of two retirement options (not both).

##### Option One:

Any Secretary who is at least 55 years of age at retirement and has completed 10 or more years of service in the District shall be granted a one time 6% increase in credible earnings to be distributed over a 12 month period. Eligible employees shall notify the superintendent in writing of their intention to retire by June 1<sup>st</sup> of the year previous to their retirement year. If for any reason the employees IMRF credible earnings would increase by more than 6% in any 12 month period during the term of this agreement, that employee shall only receive the maximum increase allowed under this provision to avoid IMRF penalty.

##### Option Two:

Any Secretary who is at least 55 years of age at retirement and has completed 10 or

more years of service in the District shall be granted a sum of \$3,800 to be paid no sooner than 60 calendar days and no later than 90 calendar days after retirement. In order to be eligible for this bonus option, the Secretary must notify the Board at least 45 calendar days in advance to be eligible. Said payment shall not constitute IMRF earnings thereby triggering a penalty for the employer.

Eligibility for this benefit (Option Two \$3,800) will expire with the expiration of the Collective Bargaining Agreement on June 30, 2018, and will not be considered existing contract language or past practice for purposes for successor contract bargaining.

## Section 2: Medical Insurance

The Board shall negotiate with the Union on selecting and maintaining a program of Medical/Life Insurance for Secretaries.

All full-time Secretaries are eligible to participate in the District's program of health/life insurance. Employees who work a minimum of six (6) hours per day totaling 30 hours per week are also eligible for insurance. The Board shall pro-rate the premium amount for employees who work less than 8 hours per day.

In the first year of the contract, the Board will pay up to 50% of the cost of Full Family coverage (based on the cost of the lowest deductible) on behalf of any full-time secretary eligible and participating in the insurance program. The Board shall pro-rate the premium amount for employees who work less than 6 hours per day totaling 30 hours per week. In subsequent years, the dollar figure shall be no less than in the first year of the contract.

The Board will offer multiple deductible options for Family/Dependent coverage. In addition, employees paying district health insurance premiums may elect to have those premiums sheltered through a plan approved and administered by the District.

If husband and wife are eligible for Board contribution for insurance they shall be carried as a Family Plan with the Board paying the entire premium. The insured's spouse will receive \$10,000 in Life Insurance Coverage. In the event the insured leaves the employ of the district, the remaining spouse is guaranteed coverage under the terms of the policy.

Any eligible and participating Secretaries who retire shall be privileged to continue in the district program by observing the provisions of the insurance policy and by paying to the School District, the full premium on the coverage they select, provided that they have been a Secretary of Ottawa Elementary district for at least 10 years preceding retirement and that they are at least 55 years of age upon retirement. Failure to pay the full amount of insurance costs in a timely fashion will be cause to drop the retirees from the program. At age 65, retired members must convert to

Medicare for primary coverage (Plan A & B), but may maintain supplemental coverage through the district plan.

Any Secretary who retires at age 58 and after and has been an employee of District 141 for at least 10 years prior to retirement is eligible to have the monthly Board contribution premium of \$275 paid by the Board of Education. Those electing to retire at age 60 with at least 10 years of service prior to retirement is eligible to have a monthly insurance premium of \$350 paid by the Board of Education. Those electing to retire at age 62 with at least 10 years of service prior to retirement is eligible to have a monthly insurance premium of \$400 paid by the Board of Education. The contribution for the retiree will only be in effect at the time/date of retirement continued until their 65th birthday, at which time the retiree must assume all obligations for any insurance premiums.

Should a retired Secretary participating in the district program insure a spouse and the retiree dies, the spouse is entitled to continue coverage, at their own expense in accordance with the provisions of C.O.B.R.A.

Secretaries whose medical expense coverage would otherwise end because of termination of employment, may elect to continue the coverage at their own expense, provided they meet and follow all the provisions of C.O.B.R.A.

#### ARTICLE XVI - GRIEVANCE PROCEDURE

A grievance shall be defined as any alleged violation of a specific section(s) of this Agreement.

In order to provide an orderly method of handling and disposing of all disputes, misunderstandings, differences or grievances arising between the District and the Union or the Employees covered by this Agreement as to the meaning, interpretation and application of the provisions of this Agreement, such differences shall be settled in the following manner, except as herein otherwise provided. Where appropriate, based upon operational makeup of the department, and if mutually agreed upon, the parties may combine Step One and Step Two into a single step or make alterations, such as bypassing step(s), in the following procedures. For the purpose of this Article only, the term "work day" shall refer to Monday through Friday, excluding weekends and holidays (as that term is defined in this Agreement).

Step 1: In the event the employee believes that there has been a violation of this Agreement, she shall present the grievance to her immediate superior within 15 calendar days of the date of the employee first knew or should have known of the act or condition upon which the alleged grievance is based. The first step shall be informal.



Step 2: If the grievance is not resolved informally, the grievant shall then submit the grievance in writing, on a mutually agreeable form, to the Superintendent of Schools. The parties shall meet as soon as possible to resolve the grievance. Within 15 calendar days after the grievance is submitted to the Superintendent, he shall render a decision in writing on the grievance. In Step 2 and Step 3, the grievant shall have right to union representation.

Step 3: A grievant may proceed to Step 3 if she is not satisfied with the decision of the Superintendent within 15 calendar days of having received the Superintendent's decision.

The grievant shall present the grievance to the School Board at the next regularly scheduled meeting of the Board. Within 5 calendar days of hearing the grievance, the School Board shall render a decision in writing on the grievance.

Step 4: If the grievance is not satisfactorily resolved at Step 3, the grievance shall proceed to binding the arbitration.

The Union shall submit to the Superintendent, a written request on behalf of the Union and the grievant to enter into binding arbitration. This request must be submitted within twenty (20) days of receipt of the Superintendent's denial or the grievance shall be deemed to have been waived.

#### Arbitration Proceedings

Arbitration proceedings shall be conducted by an arbitrator to be selected by the two parties from a roster of arbitrators provided by the American Arbitration Association. Within seven (7) days after the Association requests binding arbitration, the two parties will request the American Arbitration Association to provide a panel of seven (7) arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one name shall remain. The remaining name shall be the Arbitrator.

The Union shall, within twenty (20) working days of the date of its written notice, advise the Federal Mediation and Conciliation Service in writing (with a copy to the Employer) of its desire to arbitrate the grievance and request a list of seven (7) arbitrators, all of whom must be members of the National Academy of Arbitrators. Within five (5) work days from the issuance of the list of arbitrators, the Union shall contact the Employer and the parties shall select an arbitrator. The selection of the arbitrator will occur in the following manner: The Employer and the Union shall first attempt to agree on an arbitrator. If the parties cannot agree on an arbitrator the parties shall select an arbitrator by alternating the striking of names until only one (1) arbitrator is remaining. The parties shall alternate who begins the striking process with each Step 4 matter. The Union and the Employer shall contact the arbitrator within five (5) work days of his/her selection to schedule a hearing.

Expenses for the Arbitrator's services shall be borne equally by the Board and the Union.

The decision of the Arbitrator shall be final and binding on the parties. The Arbitrator, in his opinion, shall not amend or modify, nullify, ignore or add to the provision of the Agreement. The Arbitrator's authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the Board and the Union and his decision must be based solely and only upon his interpretation of the meaning or application of the express relevant language of the Agreement.

#### Participation

The Board acknowledges the right of the Union grievance representative to participate in the processing of a grievance at any level, and no employee shall be required to discuss any grievance if the Union's representative is not present.

No reprisals shall be taken by the Board or the Union against any employee because of the employee's participation or lack of participation in a grievance.

#### ARTICLE XVII - DISCIPLINE

An employee shall be entitled to the presence of a Union representative at an investigatory interview if he/she requests one and if the employee has reasonable grounds to believe that the interview may be used to support disciplinary action against him/her. No such meeting shall proceed until reasonable time and opportunity are provided for a Steward or representative to be present, unless this requirement is waived in writing by the employee(s) involved.

Copies of all such written correspondence and disciplinary actions shall be provided to the employee and Union representative.

No employee shall be disciplined without just cause.

#### ARTICLE XVIII - PERSONNEL FILE

An official personnel file shall be kept for each secretary in the Superintendent's Office.

Secretaries may inspect the contents of their personnel file by calling the Superintendent's office and setting up an appointment to do so. Personnel files shall be inspected in the presence of an administrator or an employee designated by the Superintendent. A representative of the Union may, at the secretary's request, accompany the secretary at the review.

Secretaries may request that items be removed from the file by appealing to the Superintendent in writing. Should the Superintendent refuse the request, the secretary will be permitted to file an attachment to any of the documents to which the secretary objects.

The Secretary has a right to copy materials at the cost established by the Board in their "Freedom of Information" policy.

#### ARTICLE XIX - NO DISCRIMINATION

The Board shall not discriminate against any employee because of that employee's race, color, religion, sex, national origin, age, sexual orientation, veteran or marital status, or activity on behalf of the Union. Should an employee believe that the District has violated this provision of the contract, the employee's sole and exclusive remedy shall be to file an administrative charge with the appropriate state and/or federal agency and this section shall not be subject to the grievance procedure.

#### ARTICLE XX - MISCELLANEOUS

##### Section 1: Staff Development

If new skills are required for a position being held by a Secretary, the Board will provide assistance for the Secretary to learn the appropriate skills.

##### Section 2: Health and Safety

The Board agrees to maintain standards of health and safety in the workplace and to comply with applicable federal and state health and safety legislation and regulations.

##### Section 3: Keyboard Based Computer Terminal

The Board agrees to reduce glare on keyboard based computer terminals by use of proper lighting, brightness, and contrast controls and glare screens.

##### Section 4: Special Meetings

The Board agrees to meet periodically with the Union to discuss issues of common concerns that are not covered by the grievance procedures.

#### Section 5: Early Dismissal

On days when staff is released early due to inclement weather Secretaries, except those in the District Office, may be released early, once the building has been cleared and the principal has determined that students have reached their destinations.

#### Section 6: Indemnification

The District agrees to indemnify and protect bargaining unit members from and against claims and suits, including the defense thereof, when damages are sought for negligent or wrongful acts alleged to have been committed in the scope of employment or under the direction of the Board.

#### Section 7: SEIU COPE

The union has established a political action committee, which is called SEIU COPE. Union members may contribute voluntarily to this committee to support the political activities of the Union. The employer agrees to deduct the contribution amount established by the committee per pay period, from the wage of employees who voluntarily authorize in writing such dedications. Such amounts shall be forwarded thirty (30) days after the close of the pay period for which the deductions are made, or as soon as practicable for the authority to do so.

#### Section 8: Bulletin Boards

The union shall be provided reasonable bulletin board space on one bulletin board per school for the posting of official union notices and materials (no additional cost to school district. Use the current boards the district has in place). The privileges granted by this section shall not apply to notices or materials of a partisan-political nature.

#### Section 9: Visits by a Union Representative

Non-employee representatives of the union shall be permitted access to school buildings for the purpose of representing employees covered by this agreement, provided that such non-employee representatives shall notify the office upon arrival at the building. Any such visit shall be made in a manner so as to not disrupt the normal operation of the school or the instructional program. Non-employee representatives union shall confine any meeting with the bargaining unit employees to non-work time (i.e. lunch period, breaks, before or after school).

#### Section 10: Mileage Reimbursement

Employees shall be paid the current IRS rate per mile when using their own vehicle for official business.

## ARTICLE XXI - BOARD AUTHORITY

The determination and administration of school policy, the operation and management of the schools and the direction of employees are vested exclusively with the Board. It is the duty of all employees to carry out the policies and resolutions as stipulated by the Board so long as they do not conflict with terms of this Agreement. The decision of the Board in matters pertaining to the determination and administration of school policy, the operation and management of the schools and the direction of employees shall be final.

## ARTICLE XXII - FAIR SHARE

All full-time Secretaries who elect not to join the Union shall, as a condition of their employment, pay a fair share fee to the Union for the cost of the collective bargaining process and contract administration in pursuing matters affecting wages, hours and other conditions of employment. The amount of such fair share fee shall not exceed the amount of dues uniformly required of members of the Union.

All bargaining unit members who have successfully completed their probationary period as specified in Article 1144, and who elect not to join the Union shall, as a condition of their employment, pay a fair share fee to the Union for the cost of the collective bargaining process and contract administration in pursuing matters affecting wages, hours, and other conditions of employment. The amount of such fair share fee shall not exceed the amount of dues uniformly required of members of the Union.

The District shall deduct from the wages of any employee required to pay the fair share fee and remit the same to the Union on the tenth day of the month following the month in which the deduction is made, subject to the follow: 1) the Union has notified the District that the affected employee has been delinquent in his obligations for at least 30 days; 2) the Union has certified to the District that the affected employee has been notified in writing of his obligation; the requirements of this provision, and that the employee has been advised by the Union of the manner in which the fair share fee has been calculated.

In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with the Article, the Union agrees to defend such action, at its own expense and through its own counsel, provided:

1. The Employer gives immediate notice of such action in writing to the Union, and permits the Union intervention as a party if it so desires, and

2. The Employer gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all Appellate levels.

The Union agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article.

It is expressly understood that this save harmless provision will not apply to any claim, demand, suit, or other form of liability which may arise as a result of any type of willful misconduct by the Board.

The obligation to pay a fair share fee will not apply to any employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such employee is a member, objects to the payment of a fair share fee to the Union. If a non-member employee declares the right of non-association based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, such employee shall be required to pay an amount equal to his or her proportionate share to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the employee and the Union are unable to reach an agreement on the matter, a charitable organization shall be selected from a list established and approved by the Illinois State Labor Relations Board.

#### ARTICLE XXIII - EFFECT OF AGREEMENT

The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties.

The Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in an amendment hereto during the duration of this Agreement.

The specific provisions of this Agreement shall supersede any Board policy or administrative guidelines which shall be contrary to said provisions.

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section or clause shall be deleted from this Agreement to the extent that it violates the law and the parties shall renegotiate only the article, section or clause of the Agreement so deemed to be illegal. The remaining articles, sections and clauses shall remain in full force and effect.

It is mutually understood between the parties hereto that all powers, rights, authority, duties, and responsibilities of the Board are conferred upon and vested in it by the statutes of the State of Illinois, and the Union Agrees and consents that such statutes and any amendment, revision, or repeal thereof, take precedence and shall automatically release the Board from any commitment set forth in the Agreement, to the extent that such commitment is in violation of the law.

ARTICLE XXIV - TERM OF AGREEMENT

This Agreement shall remain in full force and effect from July 1, 2014 until June 30, 2018. This Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written Agreement of the parties, or is replaced by a Successor Agreement.

In witness whereof, the parties heretofore have caused this Agreement to be signed by their respective representatives of the 21<sup>st</sup> day of April, 2018.

FOR THE UNION

FOR THE BOARD OF EDUCATION

\_\_\_\_\_

President\_\_\_\_\_

\_\_\_\_\_

Secretary\_\_\_\_\_

\_\_\_\_\_

APPENDIX A

SALARY SCHEDULE

**SECRETARIES**

<b>STEP</b>	<b>14-15</b>	<b>15-16</b>	<b>16-17</b>	<b>17-18</b>
<b>1</b>	13.69	13.76	13.89	14.07
<b>2</b>	14.11	14.18	14.32	14.50
<b>3</b>	14.63	14.70	14.85	15.03
<b>4</b>	15.05	15.13	15.28	15.47
<b>5</b>	15.44	15.52	15.67	15.87
<b>6</b>	15.84	15.92	16.08	16.28
<b>7</b>	16.22	16.30	16.47	16.67
<b>8</b>	16.62	16.71	16.87	17.09
<b>9</b>	17.04	17.12	17.29	17.51
<b>10</b>	17.45	17.54	17.71	17.93
<b>11</b>	17.89	17.98	18.16	18.39

Secretaries who have completed eleven (11) years of service shall receive an additional \$2.10 per hour for FY15, \$2.15 per hour for FY16, \$2.20 per hour for FY17, \$2.25 per hour for FY18.

NOTE:

1) Side letter for duration of the contract (2014-2018): Secretarial bargaining unit members who are on steps 3-11 will receive a noncumulative bonus of \$150.00 per year, Secretarial bargaining unit members who are on steps 12-15 will receive a noncumulative bonus of \$250.00 per year, Secretarial bargaining unit members who are on steps 16-20 will receive a noncumulative bonus of \$350.00 per year, Secretarial bargaining unit members who are on steps 21-24 will receive a noncumulative bonus of \$450.00 per year, and Secretarial bargaining unit members who are on steps 25-retirement will receive a noncumulative bonus of \$550.00 per year. The bonus will be given on or before September 16th.

2) Secretary responsible for calling substitutes shall receive a stipend of \$5,000 for the 2014-15 school year. After the 2014-15 school year, substitute calls will be converted to an automated system and the stipend will be eliminated.



APPENDIX A  
SALARY SCHEDULE

**RECEPTIONISTS**

<b>STEP</b>	<b>14-15</b>	<b>15-16</b>	<b>16-17</b>	<b>17-18</b>
<b>1</b>	11.58	11.64	11.75	11.90
<b>2</b>	11.99	12.05	12.17	12.32
<b>3</b>	12.40	12.46	12.59	12.74
<b>4</b>	12.82	12.89	13.02	13.18
<b>5</b>	13.24	13.30	13.43	13.60
<b>6</b>	13.66	13.72	13.86	14.04
<b>7</b>	14.07	14.14	14.28	14.46
<b>8</b>	14.47	14.54	14.69	14.87
<b>9</b>	14.90	14.98	15.13	15.32
<b>10</b>	15.27	15.35	15.50	15.69
<b>11</b>	15.65	15.73	15.89	16.09

Receptionists who have completed eleven (11) years of service shall receive an additional \$2.10 per hour for FY15, \$2.15 per hour for FY16, \$2.20 per hour for FY17, \$2.25 per hour for FY18.

NOTE:

1) Side letter for duration of the contract (2014-2018): Secretarial bargaining unit members who are on steps 3-11 will receive a noncumulative bonus of \$150.00 per year, Secretarial bargaining unit members who are on steps 12-15 will receive a noncumulative bonus of \$250.00 per year, Secretarial bargaining unit members who are on steps 16-20 will receive a noncumulative bonus of \$350.00 per year, Secretarial bargaining unit members who are on steps 21-24 will receive a noncumulative bonus of \$450.00 per year, and Secretarial bargaining unit members who are on steps 25-retirement will receive a noncumulative bonus of \$550.00 per year. The bonus will be given on or before September 16th.