

**AGREEMENT BETWEEN**

**THE**

**DISTRICT 117 UNITED SECRETARIAL  
ASSOCIATION IEA-NEA**

**AND**

**JACKSONVILLE BOARD OF EDUCATION**

**2012-2015**

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## ARTICLE I

### RECOGNITION

#### **1.1 Recognition**

The Board of Education recognizes the District 117 United Secretarial Association, an affiliate of the Illinois Education Association and the National Education Association, as the sole and exclusive bargaining agent for all full and part-time secretarial employees, excluding all central office secretaries and all supervisory, confidential, managerial and short-term employees as defined by the Illinois Education Labor Relations Act.

## ARTICLE II

### ASSOCIATION AND EMPLOYEE RIGHTS

#### **2.1 Dues Deductions**

- A. 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 paycheck.
  - 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 Fair Share**

- A. Each new member, beginning with the 2013-2014 school year as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues.
- B. In the event that the bargaining unit member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the

non-member, upon written notification from the Association with a courtesy copy to the non-member.

- C. Such fee shall be paid to the Association by the Board no later than ten (10) business days following deduction.
- D. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
  - 1) The Employer gives timely notice of such action in writing to the Association and permits the Association intervention as a party if it so desires, and,
  - 2) The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both the trial and all appellate levels.
- E. The Association 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 non-negligent compliance with this Article.

It is expressly understood that this hold harmless provision will not apply to a claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

- F. 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 of a belief sincerely held with the strength of traditional religious views, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board (see page 14, "Religious Dissenters").

### **2.3 Internal Communications**

The Association may have use of school district mail and email services for the purpose of notification of Association meetings or communications concerning Association business. The use of district mail and email services by the Association members shall be done before or after normal work hours for the secretaries. It is understood by the Association and its members that there is no expectation of privacy in such communications.

**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.

**2.7 Information Sharing**

The Association President shall be provided the same Board reports as provided to the JEA President and at the same time.

**ARTICLE III**

**MANAGEMENT RIGHTS**

**3.1 Management Rights**

Except as may be expressly limited by law or by the plain language of this Agreement, the Parties agree the Board retains all of its powers, discretion and authority to manage, hire, promote, and direct the work of the members of this bargaining unit, including adoption and implementation of policies, rules, regulations for reasonable work rules, assignment of work duties and work locations, transfers, training, standards of service and discipline.

**ARTICLE IV**

**NEGOTIATIONS**

**4.1 Procedures**

Negotiations for all successor collective bargaining agreements shall commence six (6) months prior to the agreement's expiration date. In any subsequent negotiations, the parties in their initial meeting shall negotiate written ground rules to govern the negotiation procedures for any subsequent bargaining. The ground rules shall address the number of representatives each party has at the table at any one time; that all proposals shall be reduced to writing and upon agreement marked "TA'd"; that the parties will meet in good faith at reasonable times at reasonable places to conduct bargaining; that no final agreement shall

be executed until final ratification by a majority of the Board of Education and by a majority of the members of the Association. Nothing contained herein shall be construed to compel either party to agree to a proposal or to require either party to make a concession.

#### **4.2 *Impasse Procedure***

The declaration of impasse by either party during bargaining shall be governed by the provisions of the IELRA. The parties may jointly agree at any time during bargaining to request mediation services from the Federal Mediation & Conciliation Service (FMCS).

### **ARTICLE V**

#### **GRIEVANCE PROCEDURES**

##### **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***

A bargaining unit member shall not be disciplined, warned or reprimanded for filing or participating in a grievance or in grievance procedures. No reprisals shall be taken against an employee who participates or files a grievance or participates in grievance procedures.

##### **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 in this Article shall be strictly observed, but may be mutually extended by the parties. Such an extension shall be confirmed in writing. Whenever illness or other incapacity of a grievant and/or administrator prevents his/her presence at a grievance meeting, then time limits shall be extended to such reasonable time as either person may be present. When grievance meetings are held during the bargaining unit member's work day which requires that member's attendance, that member shall be excused, with pay, for that limited purpose.



A grievance meeting is defined for purposes of this Agreement as meetings between the Association/Grievant and members of the Administration as prescribed in Step I, Step II, and Step III in Paragraph 5.8.1.

**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***

The parties may at any time jointly agree in writing to advance a grievance to any step, including directly to arbitration.

**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**

**Step I (Immediate Supervisor)**

The grievant must submit any grievance under this Agreement within ten (10) business days after the grievant (including the Association) has knowledge of the event or circumstances giving rise to the grievance in Step I of the Grievance Report Form as set forth in Appendix B to this Agreement. The failure of the grievant to submit the grievance to his/her immediate supervisor within the applicable ten (10) business day period bars the grievance. Within ten (10) business days of receipt of the grievance, the immediate supervisor shall meet with the grievant and an Association representative in an effort to resolve the grievance. The immediate supervisor shall within five (5) business days after the meeting complete Step I of the Grievance Report Form and deliver a copy to the grievant, Association, Human Resources Director and Superintendent setting forth 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) business 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 seven (7) business days the Superintendent and/or his/her designated representative shall meet with the grievant and his/her Association representative. Within seven (7) business 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 in the Grievance Report Form and forward it to the grievant. The Association and the immediate supervisor shall be notified of said disposition.

## Step III (Arbitration)

The Association may file a written demand upon the Superintendent within thirty (30) calendar days after the date of Superintendent's disposition of the grievance as specified in Step II hereinabove. If the Superintendent is not notified within this 30-calendar day period, the grievance is waived. If a written demand for arbitration is filed with the Superintendent within that 30-calendar day period, the parties shall within three business days after receipt of the Demand jointly notify the American Arbitration Association (AAA) for selection of an arbitrator in accordance with AAA's rules. Nothing herein prevents the parties from mutually agreeing upon the selection of an arbitrator.

### 5.8.2 Standards for Arbitral Decisions

The arbitrator shall have no authority to alter, add to, modify, amend or subtract from the terms and conditions contained in this Agreement. The Arbitrator shall follow the plain language of the Agreement and not award a remedy that was expressly rejected by the parties in bargaining this Agreement or violates the Illinois Education Labor Relations Act or the established public policy of the State of Illinois.

### 5.8.3 Arbitration Costs

Each party shall pay one-half (50%) of the arbitrator's fees and reasonable travel expenses for the arbitration. The cost of a court reporter's transcription of the arbitration shall be paid by the party requesting such a transcript or the cost shall be divided equally (50-50) if both parties agree to have a court reporter transcribe 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**

The work day shall be eight (8) hours in length, exclusive of lunch, unless these work day hours are reduced through a Board of Education reduction in force adopted pursuant to Paragraph 9.4.1. of this Agreement. The beginning and ending times for the work day shall be established by the principal/supervisor.

#### **6.2 Lunch Period**

Each bargaining unit member who works five (5) consecutive hours per day must take a thirty (30) minute non-paid lunch break. The scheduling of the lunch break shall be jointly decided by the secretary and the secretary's immediate supervisor.

#### **6.3 Overtime**

Bargaining unit members who have prior written authorization from their principal/supervisor to work greater than forty (40) hours in a work week, shall be paid time and one half (1 ½) their current hourly rate. Sundays and holidays shall be paid at a double time rate if the employee is required in writing by the Superintendent to work on a Sunday or paid holiday under this Agreement. No compensatory time may be granted or accrued by any bargaining unit member. Written authorization for overtime shall not be unreasonably denied.

## ARTICLE VII

### WORKING CONDITIONS

#### **7.1 Payroll**

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

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

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

Ten-month and eleven-month secretarial employees shall be paid twice monthly on the fifteenth (15<sup>th</sup>) of each month (or the preceding business day if the 15<sup>th</sup> is a weekend or a holiday) and on the last business day of the month. Ten-month and eleven-month secretaries have the option to be paid in twenty (20) payments

(last business day of August through the fifteenth (15<sup>th</sup>) of June as provided above) or twenty-four (24) payments (last business day of August through the fifteenth (15<sup>th</sup>) of August as provided above).

## **7.2 Staff Development**

Bargaining unit members will participate in staff development and training as authorized by the Superintendent, or designee, in writing to meet the operational needs of the District. If staff development and training occurs outside the member's regular work hours, the member shall be paid at their applicable hourly rate for the time in excess of their regular work hours. If training or staff development extends beyond regular work hours and those additional hours exceed forty (40) hours of work in a work week, the member shall be paid overtime at their rate provided in this Agreement for overtime pay. Any fees or reasonable out-of-District travel expenses incurred by a bargaining unit member to attend required staff development and training shall be paid by the District. Mileage expenses shall be reimbursed at the applicable Internal Revenue Service (IRS) mileage rate.

## **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 Central Office Administrator.

## **7.4 Job Descriptions**

The Superintendent shall cause to be prepared job descriptions for the secretarial positions that exist in the bargaining unit within one hundred twenty (120) calendar days after execution of this Agreement by both parties and deliver each job description to the Association President for comment by the Association. The Association shall return its comments to the Superintendent within forty-five (45) calendar days. The Superintendent shall consider the Association's comments and make any modifications the Superintendent deems appropriate. The Superintendent shall within forty-five (45) calendar days after receipt of the Association's comments about the job descriptions submit the job descriptions to the Board of Education for its approval. Any changes to the secretarial job descriptions adopted by the Board of the development of new job descriptions shall be initially developed by the Superintendent and delivered to the Association for forty-five (45) calendar days comment. Then the Superintendent shall within forty-five (45) calendar days of receipt of the Association's comments make any modifications to the job descriptions the Superintendent deems appropriate. The Superintendent will submit the job descriptions to the Board of Education for approval.

## **7.5 *Special Conditions***

### **7.5.1 Changes in Working Conditions**

Prior to implementing a change in work schedule or assignment of new duties, the immediate supervisor shall discuss the changes with the secretary involved.

### **7.5.2 Travel Reimbursement**

A bargaining unit member who is required by the secretary's principal / supervisor to use his/her own personal vehicle for school business shall be reimbursed for his/her mileage based upon the IRS applicable mileage rate.

### **7.5.3 Administration of Medication**

Bargaining unit members shall not be required to administer medication to students. However, bargaining unit members may volunteer annually to administer or assist students in self-administration of medication provided any bargaining unit member who volunteers shall have completed training in the correct procedure to be used in the administration of prescription and non-prescription over-the-counter medications. The District training shall be conducted by a physician, licensed pharmacist or certificated school nurse. A bargaining unit member who volunteered to administer medications (prescription and over-the-counter) shall do so as directed by written orders from the student's physician and shall record each administration of medication on the student's medication record. A bargaining unit member who has successfully completed the training for administration of medication and who volunteers to administer medication to students in any year shall be paid a stipend of \$500.00 for the fiscal year.

Nothing prohibits a bargaining unit member from providing emergency assistance to students.

The District shall defend and indemnify any bargaining unit member who agrees to administer medication to students, assists in a student's self-administration of medication or provides emergency assistance to students.

### **7.5.4 Employee Supervision & Responsibility for the Building**

The building principal shall inform the secretary who reports to him/her whom that secretary shall contact in his/her absence from the building. No bargaining unit member shall be held accountable or made responsible for the administration or supervisor of a school building in the absence of the administrator in charge of that building. No bargaining unit member shall administer discipline to students. However, bargaining unit members may, as a part of their duties, be responsible to attend to students who are sent to the office for disciplinary, illness or other reasons until an administrator, certified employee or parent can arrive to take charge of the student.

At least annually, the bargaining unit member's supervising administrator shall review with the employee the relevant safety plans and procedures for the school building in which that employee is primarily assigned.

## ARTICLE VIII

### EMPLOYMENT PROCEDURES

#### **8.1 *Orientation Training***

During their first ten (10) business days on the job, new hires shall be given initial orientation to District policies and procedures, job duties, applicable personnel handbook provisions, wage payment procedures, financial procedures for handling funds that a secretary is required to collect as a part of job duties, completion of wage, tax and other employment forms.

#### **8.2 *Probationary Period***

Bargaining Unit Members shall be probationary employees who can be discharged from their employment, with or without cause, for the first one hundred seventy-five (175) student attendance days the member works. In the period of not less than ninety student attendance days nor more than one hundred twenty student attendance days, the probationary employee's immediate supervisor shall meet with the employee and provide the employee with a preliminary assessment of the employee's performance to date. A member discharged during his/her probationary period shall not be subject to the grievance and arbitration provisions in this Agreement.

#### **8.3 *Discipline / Discharge***

##### **8.3.1 Standards to be Applied**

A member, who has completed his/her probationary period, can be discharged by the Board of Education only following the receipt of written notice of specific reasons for discharge at least twenty (20) calendar days before a hearing before the Board of Education. The written notice must set forth the factual allegations of misconduct or poor or inadequate performance with dates, names, and circumstances of the allegations including what facts were reported to the member prior to the service of the notice of reasons for discharge, by whom and on what dates. At the hearing before the Board of Education, the member may be accompanied by representation at the member's sole expense, may present evidence, may confront and may cross examine witnesses. The Board of Education shall after presentation of evidence at the hearing decide whether the member should be discharged as a District employee. The Board of Education's discharge decision shall be reasonable based upon the entire record presented at the hearing. **Just Cause and Progressive Discipline shall not be the standard applied in discipline and discharge cases.**

The Board and the Association agree that the decision to discharge a member for committing theft, abusing or neglecting a student as defined by the Child Abuse and Neglect Reporting Act, and/or conviction of a felony or crime involving moral turpitude shall be deemed to be reasonable. Nothing prevents the Association from contesting in arbitration whether the evidence was sufficient to prove that such an offense was committed.

### 8.3.2 Representation

An employee may request an Association representative at any meeting with the administration when the employee is being reprimanded, warned, disciplined or dismissed, excluding formal criticisms or suggestions by administrators / supervisors for employee work improvement. The employee shall be informed of his/her right to an Association representative at the point in an investigatory interview in which imposition of discipline against that employee could arise. If the employee request Association representation, then reasonable efforts shall be made to secure Association representation at the meeting, including a reasonable continuance of that meeting so a representative can attend.

### 8.4 ***Retirement and Social Security***

Bargaining unit members who work six hundred (600) or more hours per fiscal year must contribute to the Illinois Municipal Retirement Fund (IMRF) and to federal Social Security program. The District shall pay its required IMRF employer contribution and the employee shall pay his/her required employee IMRF contribution.

### 8.5 ***Resignations***

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

- 1) Notify immediate supervisor in writing at least two (2) weeks in advance of resignation date.
- 2) Notification sent to the Association upon receipt of resignation.

## ARTICLE IX

### VACANCIES

#### 9.1 ***Vacancies***

A vacancy shall be any bargaining unit position which the administration determines must be filled to maintain District operations on a full-time or part-time basis. Short term or temporary positions are exempt from this section of the Agreement. Whenever a vacancy occurs, written notice shall be sent electronically to all bargaining unit members at their District email address. The notice shall include the job description for the position, including qualifications, the number of hours to be worked per day as well as the number of months and

the compensation rate for the vacant position. This written notice for a vacancy shall be communicated electronically to existing bargaining unit members three (3) business days before the vacancy notice is published to non-bargaining unit persons. Any current bargaining unit member who within that three (3) business day period applies for the vacant position shall be interviewed for the position before any non-bargaining unit applicants. The Board shall fill the vacant position with the candidate the Board deems the best qualified upon recommendation by the Superintendent.

## **9.2 *Determination of Seniority***

Seniority of bargaining unit members shall be determined from the date the Board of Education approves the member's employment in a secretarial position. If two or more members are approved on the same date by the Board of Education for hire, then prior District employment experience shall be used to determine secretarial seniority. If two or more members have the same District seniority for reasons other than the same hire date, their seniority shall be decided by lot.

Except as required by law for reduction in force, the Board of Education shall not otherwise be required to make employee decisions based upon an employee's seniority, but shall make such decisions based upon the best interest of the District.

For purposes of reductions in force, there shall be the following categories of position:

1. Part-time employees who are employed less than 30 hours per week on a regular basis and shall be dismissed first;
2. Members who are assigned to nine month to twelve month positions shall be dismissed next in inverse order of seniority.

## **9.3 *Involuntary Transfers***

Before a member is involuntarily transferred to another position, except for an emergency reason or temporary assignment, the member and the Association President shall receive written notification of the involuntary transfer and the reason for that transfer at least seven (7) business days before the date the transfer is implemented. The Superintendent, or his/her designee, shall upon request meet with the member and the Association representative and confer about the involuntary transfer before the involuntary transfer is implemented.

## **9.4 *Reduction In Force***

Reductions in force shall comply with the provisions of 105 ILCS 5/23.5(a).



## ARTICLE X

### LEAVES OF ABSENCE

#### **10.1 Sick Leave Days**

Bargaining unit members shall receive paid sick leave days according to the following schedule:

- a. Twelve Month Employee – 12 days per year;
- b. Eleven Month Plus and Eleven Month Employees – 11 days per year;
- c. Ten Month Plus and Ten Month Employees – 10 days per year;
- d. Nine Month Plus and Nine Month Employees – 9 days per year;
- e. Part-time Employees shall receive sick leave days equivalent to their regular work day.
- f. The allocation of paid sick leave days in sub-paragraphs a., b., and c. shall not apply to employees Jean Allan, Kris Chelsvig, Aimee Fromme, Marcia Gillespie, Caren Helmich, Barbara Hobrock, Laurie Jokisch, Rachel Jones, Brittany Peterson, Jo Russell, and Jody Albers. These named employees shall be “grandfathered” with eleven (11) paid sick leave days per year for the duration of this Agreement.

Unused sick leave shall accumulate.

Sick leave is defined in state law as personal illness, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption or placement for adoption. The Superintendent and/or designee shall monitor the use of sick leave.

As a condition for paying sick leave after 3 business days absence for personal illness or 30 calendar days for birth or as the Board or Superintendent deem necessary in other cases, the Board or Superintendent may require that the staff member provide a certificate from: (1) a physician licensed in Illinois to practice medicine and surgery in all its branches, (2) a chiropractic physician licensed under the Medical Practice Act, (3) an advanced practice nurse who has a written collaborative agreement with a collaborating physician that authorizes the advanced practice nurse to perform health examinations, (4) a physician assistant who has been delegated the authority to perform health examinations by his or her supervising physician, or (5) if the treatment is by prayer or spiritual means, a spiritual advisor or practitioner of the employee’s faith. If the Board or Superintendent requires a certificate during a leave of less than 3 business days for personal illness, the District shall pay the expenses incurred by the employee.

The use of paid sick leave for adoption or placement for adoption is limited to 30 calendar days. The Superintendent, or designee, may require that the employee provide evidence that the formal adoption process is underway.

## **10.2 Personal Leave Days**

A. Full-time educational support personnel have 3 paid personal leave days per year. The use of a personal day is subject to the following conditions:

- 1) Except in cases of emergency or unavoidable situations, a personal leave request should be submitted to the Building Principal/Supervisor 3 business days before the requested date.
- 2) No personal leave day may be used immediately before or immediately after a holiday, or during the first and/or last 5 school days of the school year, unless the Superintendent grants prior approval.
- 3) Personal leave may not be used in increments of less than one-half day.
- 4) Personal leave days not used at the end of the fiscal year shall be converted to sick leave days.

## **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 District 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 maternity leave to commence upon the date deemed medically necessary by the employee's physician or upon mutual agreement with the employee and the Superintendent. A maternity leave shall be for a period of not less than six (6) consecutive weeks or more than fifty-two (52) consecutive weeks as requested by the employee in writing. The employee may use sick leave for maternity leave to the extent the employee has accumulated sick leave. If sick leave is exhausted then unpaid Family Medical Leave (FMLA) shall be used to the extent allowed by law.

#### 10.4.3 Return from Maternity Leave

A bargaining unit member returning from maternity leave shall be returned to the same position as the one she held before commencing maternity leave to the extent reasonably possible and at the same rate of pay and benefits as she received at the time maternity leave commenced. If the member cannot be granted returned to the same position, then the member shall be assigned to a comparable position at the same rate of pay and benefits as she had when she went on maternity leave.

#### 10.4.4 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 *Leave of Absence – Personal***

Employees, other than short term or temporary employees, who have been employed by the District for two or more consecutive fiscal years may be granted unpaid leave of up to twenty-six (26) weeks for documented medical or other disability reasons involving the employee or immediate family members of the employee. Requests for leave shall be submitted to the Superintendent, or designee, at least 30 calendar days before the leave is to commence and must be approved by the Board of Education in advance. Requests for leave under this provision shall be submitted with a physician's written statement setting forth the basis for the requested leave. During the unpaid leave, the employee may continue existing District group health insurance coverage at the District's expense as provided in Paragraph 12.1 of this Agreement. Upon return from leave the employee shall be placed in a position comparable to the position the employee had when leave commenced provided the employee can perform the essential job duties of the position offered. This leave is in addition to Family Medical Leave (FMLA).

#### **10.6 *Family Medical Leave (FMLA)***

Bargaining unit members who are employed full-time by the District for at least twelve (12) months shall be entitled to unpaid Family Medical Leave, either consecutively or intermittently, as provided by law and Board policy.

## ARTICLE XI

### CALENDAR

#### **11.1 Work Year**

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

Bargaining unit members who are employed in full-time twelve (12) month positions (July 1 – June 30) shall work each business day observed by the District, subject to the employee's vacation and holidays as provided in this Agreement.

##### **11.1.2 Eleven (11) Month Plus Employees**

Bargaining unit members who are employed in positions that work 230 days each fiscal year, being the total of the following days:

- 1) The same one hundred eighty (180) school days teachers are scheduled each fiscal year; and,
- 2) Fifty (50) days, in addition to the above 180 schooldays, which shall generally be allocated as twenty-five (25) days immediately prior to the first day of the school term and twenty-five (25) days immediately following the last day of the school term. The allocation of these days may be adjusted by the Superintendent as needed at a particular work site from year to year; and,
- 3) The holidays specified in Paragraph 11.2 that fall within the bargaining unit member's eleven (11) month plus schedule shall not be worked by the employee, but shall be paid in addition to the 230 days; and,
- 4) If during the bargaining unit member's eleven (11) month plus schedule, schools are closed because of snow, inclement weather or for public safety reasons and the employee is directed not to report to work that day for these reasons, then that employee's schedule shall be extended by one day for each such emergency day used.

##### **11.1.3 Eleven (11) Month Employees**

Bargaining unit members who are employed in positions that work 220 days each fiscal year, being the total of the following days:

- 1) The same one hundred eighty (180) school days teachers are scheduled each fiscal year; and,
- 2) Forty (40) days, in addition to the above 180 school days, which shall generally be allocated as twenty (20) days immediately prior to the first day of the school term and twenty (20) days immediately following the last

day of the school term. The allocation of these days may be adjusted by the Superintendent as needed at a particular work site from year to year; and,

- 3) The holidays specified in Paragraph 11.2 that fall within the bargaining unit member's eleven (11) month schedule shall not be worked by the employee, but shall be paid in addition to the 220 days; and,
- 4) If during the bargaining unit member's eleven (11) month schedule, schools are closed because of snow, inclement weather or for public safety reasons and the employee is directed not to report to work that day for these reasons, then that employee's schedule shall be extended by one day for each such emergency day used.

#### 11.1.4 Ten (10) Month Plus Employees

Bargaining unit members who are employed in positions that work 210 days each fiscal year, being the total of the following days:

- 1) The same one hundred eighty (180) school days teachers are scheduled each fiscal year; and,
- 2) Thirty (30) days, in addition to the above 180 school days, which shall generally be allocated as fifteen (15) days immediately prior to the first day of the school term and fifteen (15) days immediately following the last day of the school term. The allocation of these days may be adjusted by the Superintendent as needed at a particular work site from year to year; and,
- 3) The holidays specified in Paragraph 11.2 that fall within the bargaining unit member's ten (10) month plus schedule shall not be worked by the employee, but shall be paid in addition to the 210 days; and,
- 4) If during the bargaining unit member's ten (10) month plus schedule, schools are closed because of snow, inclement weather or for public safety reasons and the employee is directed not to report to work that day for these reasons, then that employee's schedule shall be extended by one day for each such emergency day used.

#### 11.1.5 Ten (10) Month Employees

Bargaining unit members who are employed in positions that work 200 days each fiscal year, being a total of the following days:

- 1) The same one hundred eighty (180) school days teachers are scheduled each fiscal year; and,
- 2) Twenty (20) days, in addition to the above 180 days, which shall generally be allocated as ten (10) days immediately prior to the first day of the

school term and ten (10) days immediately following the last day of the school term. The allocation of these days may be adjusted by the Superintendent as needed at a particular work site from year to year; and,

- 3) The holidays specified in Paragraph 11.2 that fall within the bargaining unit member's ten (10) month schedule shall not be worked by the employee, but shall be paid in addition to the 200 days; and,
- 4) If during the bargaining unit member's ten (10) month schedule, schools are closed for snow, inclement weather or for public safety reasons and the employee is directed not to work that day for these reasons, then that employee's schedule shall be extended by one day for each such emergency day used.

#### 11.1.6 Nine (9) Month Plus Employees

Bargaining unit members who are employed in positions that work 190 days each fiscal year, being a total of the following days:

- 1) The same one hundred eighty (180) school days teachers are scheduled each fiscal year; and,
- 2) Ten (10) days, in addition to the above 180 school days, which shall generally be allocated as five (5) days immediately prior to the first day of the school term and five (5) days immediately following the last day of the school term. The allocation of these days may be adjusted as needed by the Superintendent at a particular work site from year to year; and,
- 3) The holidays specified in Paragraph 11.2 that fall within the bargaining unit member's nine (9) month plus schedule shall not be worked by the employee, but shall be paid in addition to the 190 days; and,
- 4) If during the bargaining unit member's nine (9) month plus schedule, schools are closed because of snow, inclement weather or for public safety reasons and the employee is directed not to work that day for these reasons, then that employee's schedule shall be extended by one day for each such emergency day used.

#### 11.1.7 Nine (9) Month Employees

Bargaining unit members who are employed in positions that work 180 days each fiscal year, being a total of the following days:

- 1) The same one hundred eighty (180) school days teachers are scheduled each fiscal year; and,
- 2) The holidays specified in Paragraph 11.2 that fall within the bargaining unit member's nine (9) month schedule shall not be worked by the employee, but shall be paid in addition to the 190 days; and,

- 3) If during the bargaining unit member's nine (9) month schedule, schools are closed because of snow, inclement weather or for public safety reasons and the employee is directed not to work that day for these reasons, then that employee's schedule shall be extended by one day for each such emergency day used.

#### 11.1.8 School Closure

If schools are closed because of snow, other inclement weather, or for public safety reasons and the employee is directed not to work that day by his/her immediate supervisor, then the last day of work will be adjusted to make up each such emergency day used.

### 11.2 *Holidays*

Bargaining unit members who are employed in twelve month positions shall be paid for the following Holidays:

- New Year's Day
- Martin Luther King Day
- Presidents' Day (or Abraham Lincoln's Birthday as the Board determines)
- Memorial Day
- Independence Day (July 4<sup>th</sup>)
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- The Day after Thanksgiving
- Christmas Day

Holiday pay shall be calculated as the employee's per diem pay.

A bargaining unit member who is absent on the day before or day after one of the above mentioned Holidays will not receive pay for the Holiday unless the member has received prior written approval from the Superintendent. The Superintendent shall have the sole discretion to grant or deny such requests in the best interests of the District.

In the event a waiver is approved as provided by law and school is in session for the student attendance on any of the above Holidays, the member shall work that Holiday and shall take another day for the Holiday on a date mutually agreed with the member's immediate supervisor.

### 11.3 *Part-time Secretaries*

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

#### **11.4 Vacation Days**

Full-time twelve (12) month employees shall be eligible for paid vacation days according to the following schedule:

<b>Length of (From -)</b>	<b>Employment (To -)</b>	<b>Monthly Accumulation</b>	<b>Maximum Vacation Leave Earned Per Year</b>
Beginning of Year 1	End of Year 5	0.83 days	10 days per year
Beginning of Year 6	End of Year 15	1.25 days	15 days per year
Beginning of Year 16	End of Year	1.67 days	20 days per year

The Superintendent shall establish a procedure for requesting vacation days.

Vacation days earned in one fiscal year must be used by the end of the following fiscal year; they do not accumulate from year to year. Employees may only use vacation days that have been earned in the previous fiscal year and accrued as of July 1. These vacation days must be used by June 30 of the same fiscal year or those unused vacation days are forfeited by the employee. Employees resigning or whose employment is terminated are entitled to the monetary equivalent of all earned vacation.

### **ARTICLE XII**

### **INSURANCE**

#### **12.1 Health Insurance Plan**

All members of the bargaining unit who work thirty (30) hours or more per week may elect to participate in the District's group health insurance program. The District will pay 100% of single individual coverage of the employee. Family or dependent coverage shall be the employer's sole expense.

#### **12.2 Life Insurance**

The Board shall provide group life insurance protection, which shall pay to the designated beneficiary the sum of \$40,000.00 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 Flexible Spending Accounts**

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



**ARTICLE XIII**

**COMPENSATION**

**13.1 Base Hourly Rate**

- A. Current bargaining unit employees shall be paid the hourly rates set forth in the schedule in Appendix A, attached hereto and incorporated by reference, for the respective fiscal years referenced therein. Employees have been paid the hourly rates for the 2012-2013 according to the schedule for that year in Appendix A. The hourly rates for the 2013-2014 year shall be paid effective July 1, 2013, and the hourly rates for the 2014-2015 year shall be paid effective July 1, 2014. No employee shall receive a longevity pay increase during the term of this Agreement.
- B. The starting hourly rates for new hires shall be as follows: (1) for elementary, junior high or high school building secretarial positions and information technology position shall be a starting base hourly rate of \$13.00 per hour; (2) for the secretarial position that reports directly to the Transportation Director shall be a starting base hourly rate of \$14.00 per hour; and, (3) for the secretarial position that reports directly to the Director of Student Services/Special Education shall be a starting hourly rate of \$14.00 per hour. New hires shall be paid their respective starting hourly rate for the first fiscal year of their employment, and their base hourly rates shall be increased by percentage increase provided below effective July 1 of the fiscal year following the first fiscal year of the member's employment:
- 2013-2104 -- 2.00%
  - 2014-2015 -- 2.25%
- C. The base hourly rate pay for members shall be annualized in equal installments over the 12-month fiscal year period, unless otherwise required to be paid in a shorter period due to a termination or dismissal or due to a change in rate of pay or due to a reduction in days worked.

**13.2 Proficiency Pay Stipend**

- A. Members of the bargaining unit may receive proficiency pay, in addition to their base hourly rate, provided the member attains a median or maximum skill level through the WorkKeys Program Foundational Skill Assessment as set forth in subparagraph (C) herein below and for such period the member maintains either a "Proficiency" or "Excellent" performance rating on the member's annual performance rating.
- B. A member of this bargaining unit shall be eligible for an hourly rate stipend as specified hereinafter, in addition to the base hourly rate, provided the member meets all the following conditions:

1. The member has completed a WorkKeys Program (ACT) Foundational Skill Assessment in one or more of the profiles for Applied Mathematics, Locating Information, Reading Information, and Business Writing Assessments as designated by the Superintendent and administered at a WorkKeys Assessment Center designated by the Superintendent; and,
2. The member delivers to the Superintendent satisfactory proof that the member has completed one or more of the Foundational Skill Assessments as specified in subparagraph (1.) herein above; and,
3. The member has attained an assessment score at either the median or maximum skill level for one or more of the profiles:

	<u>Median Skill Level</u>	<u>Maximum Skill Level</u>
Applied Mathematics	4	6
Locating Information	4	6
Reading Information	4	6
Business Writing	4	5

- C. If the bargaining unit member meets all the conditions in subparagraph b. 1., 2., and 3. above and maintains a "Proficient" or "Excellent" rating on their annual performance evaluation, then the member is eligible to receive a proficiency hourly rate stipend for the skill level(s) attained according to the following scheduled:

<b>Profile</b>	<b>Median Skill Level</b>	<b>Maximum Skill Level</b>
Applied Mathematics	2¢ per hour	4¢ per hour
Locating Information	2¢ per hour	4¢ per hour
Reading Information	2¢ per hour	4¢ per hour
Business Writing	2¢ per hour	4¢ per hour

No proficiency pay shall be earned for attaining a skill level of greater than median skill as set forth in subparagraph b.3 above, but less than maximum skill level.

**Example:**

If a member attains a median skill level in Applied Mathematics of 4 and in Locating Information of 4, and a maximum skill level in Reading Information of 6 – the employee would be entitled to an 8¢ per hour proficiency stipend. If a member who had attained a median skill level in Applied Mathematics based upon prior WorkKeys Foundational Skill Assessment retakes the same assessment in Applied Mathematics at a later date and attains a maximum skill level of 6 in Applied Mathematics – the employee's increase in the proficiency stipend shall be the difference between the 2¢ per hour at the median skill level and the maximum skill level of 4¢ per hour or an additional 2¢ per hour increase in the proficiency stipend.

- D. The proficiency pay stipend shall take effect on the first day of the fiscal year quarter (July 1, October 1, January 1, April 1) immediately following the date on which the bargaining unit member meets all the proficiency pay conditions set forth in subparagraph b. 1., 2., and 3. above. (Example: If a member meets all the proficiency pay conditions on June 15, then the proficiency pay stipend shall take effect on the immediately following July 1.) The proficiency pay stipend is prospective only in application and not retroactive.
- E. A member shall be reimbursed the cost of the first completion of the four WorkKeys Program (ACT) Foundational Skill Assessments listed hereinabove. Subsequent completion of these skill assessments shall be the member's own expense.

#### **ARTICLE XIV**

#### **SAVINGS CLAUSE**

##### **14.1 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 terms 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 Association, for the life of this Agreement, each voluntarily agrees that the other shall not be obligated to bargain collectively with respect to any

**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 terms 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 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.

However, nothing herein prohibits the parties from mutually agreeing to language in midterm bargaining that may include any subject or matter referred to or covered in this Agreement.


Upon ratification and execution of this Agreement by the respective parties, it is agreed that this Agreement contains the complete understanding of the parties as to the terms and conditions contained therein.

**16.2 Duration and Termination**

This Contract becomes effective July 1, 2012 through June 30, 2015.

***In Witness thereof:***

For the District 117 United Secretarial  
Association IEA-NEA

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Negotiations Chair

Date Signed: 6-16-14

For the Board of Education  
Jacksonville Community Unit  
District #117

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

Date Signed: June 18, 2014

## APPENDIX A – WAGE SCHEDULE

<i>Bargaining Unit Members</i>	<i>2012-2013</i>	<i>2013-2014</i>	<i>2014-2015</i>
ALBERS, JODY		13.00	13.29
ALLAN, JEAN	15.18	16.07	16.43
BAILEY, DEBBIE	11.39	13.42	13.73
CHELSEVIG, KRIS	14.96	16.32	16.69
DAWDY, KIMBERLY A	13.16	13.42	13.73
DEEN, KRISTIN M	13.16	13.42	13.73
DELONG, HEIDI		14.00	14.32
FROMME, AIMEE	15.48	16.32	16.69
GILLESPIE, MARCIA		13.00	13.29
GOTSCHALL, JENNIFER L.	15.18	15.48	15.83
HELMICH, CAREN	12.26	14.03	14.34
HOBROCK, BARBARA		13.00	13.29
JOKISCH, LAURIE LEE	16.71	17.34	17.73
JONES, RACHAEL D	13.16	13.42	13.73
MONTGOMERY, NIKKI J	18.98	19.36	19.80
PETERSON, BRITTANY		13.00	13.29
RUSSELL, MARY JO	16.53	17.65	18.04
WATTS, JENNIFER		13.00	13.29

All new hires will be hired at \$13.00 with the exception of transportation and special services which will each be \$14.00.

**APPENDIX B**

**Grievance Report Form**

Date of Grievance: \_\_\_\_\_

A. Statement of Grievance:

B. Applicable Contract Provisions or Section(s) of Board Policy:

Including but not limited to:

C. Remedy Sought:

Further, the affected employee(s) be granted any other remedy necessary to make the grievant whole; the Employer cease and desist violating said Contract Provisions; and, any and all other appropriate remedies.

\_\_\_\_\_  
Date Grievance Filed

\_\_\_\_\_  
Association Grievance Chairperson