

**COLLINSVILLE COMMUNITY UNIT SCHOOL DISTRICT
NO. 10**

COLLINSVILLE, ILLINOIS

AGREEMENT BETWEEN THE BOARD OF EDUCATION

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 316

OFFICE EMPLOYEES

Fiscal Year

2012-2013

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AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 316

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July 1, 2012
Through
June 30, 2013

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ATTACHMENT:

- Memorandum of Agreement on the Student Registration/Records Secretarial Position

AGREEMENT FOR OFFICE EMPLOYEES

The board of Education of Collinsville Community Unit School District No.10, Collinsville, Illinois, hereinafter referred to as the "Employer," hereby recognizes Service Employees International Union, Local 316, hereinafter referred to as the "Union," as the exclusive bargaining representative for wages, hours, and working conditions as set forth in this Agreement for all office personnel filling positions classified as a Secretary and bookkeeper with the following exceptions:

Secretary to the Superintendent of Schools
Secretary to the Board of Education
Secretary to Director of Business Affairs
Secretary to Assistant Superintendent of Human Resources and
Information Systems
Secretary to Director of Building and Grounds
Student Registration/Records Secretary
Accounting Supervisor
Payroll Supervisor

The Board of Education is an Equal Opportunity Employer and will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, age, sex, handicap, impairment, veteran or marital status.

ARTICLE I: SENIORITY

Section 1 Seniority shall date from the first day of continuous employment. As used in this Agreement, the term "continuous employment" shall be so construed that absences from employment due to illness, accident, or family death shall not cause a break in such continuous employment. Seniority right shall cease upon voluntary termination of employment, even though re-employed by the district at a later time.

Section 2

- A. Seniority lists will be provided by the Board of Education at the beginning of the school year by September 30. Revised seniority lists will be provided on request, but not to exceed two (2) such lists per year.
- B. All employees shall serve a probationary period of sixty (60) working days while school is in session, if applicable.
- C. All new employees shall serve a probationary period of six (6) months while school is in session, if applicable.

Section 3 Seniority earned in any higher classification shall be added to accumulated seniority earned in any lower classification.

ARTICLE II: LAYOFF PROCEDURE

Section 1 Layoff Procedure: In any case of any reduction in force in any classification covered by this Agreement, the following procedure will be followed. The least senior employee in seniority will be laid off first. To accomplish this, the following procedure will be followed:

A layoff in any classification covered by this Agreement gives that person being laid off the opportunity to bump any employee with less seniority. This does not preclude the laid off person from bumping into a lower job classification. The person that is bumped may repeat the same process. This procedure does not include upward mobility; i.e., a class three bumping to a four, etc., except where an employee is working out of classification and the bumping employee has seniority rights for that position.

Any person bumping to a different position must meet the qualifications as determined by the immediate supervisor. If qualifications have not been met, the bumping procedure will be repeated until final placement has been made. If there is doubt about qualifications, a probation period of up to sixty (60) days will be established to determine actual qualifications while on the job.

The SENIOR person actually laid off will be hired back first the next SENIOR person laid off shall be hired back next, etc., provided the person is qualified. Refusal in accepting a job of equal or more hours and months of work and rate of pay offered by the Board (not including the school's disqualification) severs any obligation on the part of the Board to hire this person at any later date or time.

1. Any employee in classifications covered by this Agreement who, because of layoff situation must bump to a lower classification shall carry their rate of pay to the lower classification.
2. In any case where an employee is denied their bumping privileges because of lack of qualifications, they shall be notified in writing, if requested, of the reasons.
3. In the event that any employee is denied assignment to the last available bumping position, they shall have the right to appeal to the Board/Administration. This appeal shall be made within one (1) week of notification of the job assignment denial to the Superintendent. The review committee to consider such appeals shall be appointed by the President of the Board of Education. The employee may bring to this meeting an accompanying person or persons representing their interest.
4. Laid off Secretaries will have the right of recall privileges up to and including a period of twenty-four (24) months from the effective date. Beyond that time, the Administration has no obligation to recall these laid off individuals. Also, any time a laid off Secretary refuses an available open job during that twenty-four (24) month period, the obligation of this return provision automatically ends for that individual.

No new employees shall be hired in any classification while any employee qualified in that classification is working in a lower classification.

Article II: Layoff Procedure (continued)

Prior to the fiscal year beginning July 1, 1998, the Office seniority list was based on a monthly count for time worked as a Secretary in Unit 10. Persons employed prior to July 1, 1988, will remain at their seniority standing as of June 30, 1988. Effective July 1, 1988, employees covered by this Agreement will accrue one year of seniority each year regardless of the number of months employed that year except for those employees hired after the beginning of a fiscal year. Employees hired after the beginning of a fiscal year will receive a partial year credit based upon the employment date during that fiscal year. Less than full-time employees will receive a pro-rated amount each year.

Any clerical employee covered by this Agreement on leave of absence is subject to the above layoff procedure should their seniority be subject to this clause.

ARTICLE III: JOB VACANCIES

Section 1

- A. Notices of all job vacancies will be posted in all schools, Administration Buildings and the district website. During the summer months, vacancy notices will be posted in the schools where summer school is in session, in the Administration Buildings, and a notice will be emailed to the Union Officers. Such notices shall state the nature of job, the qualifications needed, possible salary classifications, length of the employment day and length of the employment year, if other than a full day and a full year job.
- B. Annually, during the summer months, those working less than twelve (12) months shall be notified by mail to their home, if requested in writing.
- C. Employees covered under this Agreement shall have the opportunity to apply for any vacancy in the District for which they qualify and shall not be discriminated against in any non-union vacancy.
- D. Any reduction in the employee's pay, i.e., in the rate paid, number of hours worked, the number of days, weeks, or months worked shall be considered "disturbing" and shall permit that employee the right to "bump" any employee covered by this Agreement with less seniority.

Section 2 Applications for positions posted must be sent to the office specified in the posting within five (5) WORKING days of posting of the notice. Primary consideration and interviews will be given to all internal candidates. All outside applicants must take the test now being given to all candidates for office positions. Applicants from within may be required to take the test now being given to all candidates for office positions. If results of the test are already on file, the applicant need not take it again. Recommendations to the Board of Education will be based upon the following factors:

- 1. The interview by the immediate supervisor.
- 2. Past work performance.
- 3. Seniority (if applicable)
- 4. Performance on various elements of the test.
- 5. Any other factors applicable in determination of the selection process.

Section 3 Any Unit District employee who applies for a position within the District will be notified in writing as to the outcome the day following the filling of the position.

Section 4 In the event that an outside candidate is selected over an inside candidate on a posted position, the internal denied candidate shall have the right to appeal to the Board/Administration. This appeal shall be made within one (1) week of the notification of the job assignment denial to the Superintendent. The review committee to consider this appeal shall be appointed by the President of the Board of Education. The employee may bring to this meeting an accompanying person or persons representing their interest.

Section 5 Employees covered under this Agreement will be privileged to examine and review their own test results and evaluations in connection with their application for a higher-ranking position under this Agreement.

ARTICLE IV: EXPERIENCE

Section 1 Any employee who has severed the rights of seniority, as stated in the Agreement, and who is re-employed in a classification covered by this Agreement will be granted years of experience the same as if she were an employee in the District for the first time.

ARTICLE V: HOURS OF WORK

Section 1 Each day for 12 month employees shall consist of eight and one half (8-1/2) hours which includes one hour of unpaid lunch. Each day for 9-1/2 and 10 month employees shall consist of eight (8) hours which includes one half-hour of unpaid lunch OR eight and one half (8-1/2) hours which includes one hour of unpaid lunch. The regular work week, totaling thirty-seven and one half (37-1/2) hours, shall consist of five (5) consecutive days, Monday through Friday.

Section 2 All time worked in excess of the regular workday or the regular work week shall be paid at the rate of time and one-half times the employee's regular rate of pay. All time worked on the sixth (6th) consecutive day shall be paid at the rate of time and one-half. All time worked on Sunday shall be paid at the rate of two (2) times the regular rate of pay.

Section 3 Time charged to any paid absence shall count as time worked for the purpose of computing overtime.

Section 4 All overtime worked must have the prior approval of the immediate supervisor.

Section 5 When an employee reports for work as scheduled, they shall be allowed to work a minimum of fifty percent (50%) of their regularly scheduled hours of work at regular pay unless otherwise notified at least one (1) hour prior to the beginning of their shift. If the employee is not notified due to failure of a union member to make the notification, then the right to work on days when school is closed is forfeited.

Section 6 Any employee who works for three (3) or more hours past their regularly scheduled hours shall be allowed a thirty (30) minute paid lunch break and an additional thirty (30) minute paid lunch break for each ensuing four (4) hour period.

Section 7 When an employee is called back to work, such work not being a continuation of the employee's regular hours, she shall be paid a minimum of three (3) hours work at one and one-half (1-1/2) their regular rate of pay.

ARTICLE VI: GREIVANCE PROCEDURE

The grievance procedure shall apply to the provisions of this Agreement and the administrative practices and policies of the District directly affecting the employees covered by this Agreement.

Section 1 No employee shall be discharged without just cause. The Superintendent of the District shall provide a written statement of cause for dismissal. The President of Local 316 will be notified prior to dismissal. Violation of this Agreement by an employee may be regarded as cause for discharge.

Section 2 In the event an employee is dissatisfied with a ruling submitted by the direct supervisor, or if there is any difference of opinion or dispute between the employer and the employee regarding the interpretation or operation of this Agreement, the following procedure will be followed:

- A. A written grievance must be filed with the employee grievance committee and a copy sent to the immediate supervisor within seven (7) days after knowledge of the occurrence of the act which resulted in the grievance. Failure to file a grievance, as provided, will relieve the employer of all financial obligation and responsibility concerning the complaint.
- B. Should a grievance arise, an attempt will be made to settle such dispute between the authorized representative of the Union and the immediate supervisor. If a satisfactory solution is not reached by these parties within five (5) working days, then the representatives of the Union and the Superintendent of Schools will attempt to adjust the grievance. They shall have five (5) working days to reach an agreement, unless by mutual consent a longer period is agreed upon.
- C. In the event the representatives of the Union and the Superintendent of Schools cannot adjust the grievance within the time provided, the matter will be referred to the Board of Education for review. Such review will be conducted in committee session with the grieving employee and two (2) people of his/her choice present. If no settlement is reached within ten (10) working days, the services of an arbitrator from the Illinois Education Relations Labor Board facilities shall be used to bring about a settlement. The arbitrator's ruling will be binding.

ARTICLE VII: WORK YEAR AND HOLIDAYS

Section 1 The work year for twelve (12) month secretaries shall be 260 or 261 days of which fifteen (15) shall be paid holidays.

Section 2 The work year for ten (10) month secretaries shall be 223 days of which fourteen (14) days shall be paid holidays. Ten (10) month secretaries shall work the 180 days included in the school calendar plus a total of 29 days before and/or after the school year. These 29 days are considered "FLEX" days, which means they can be used with the administrator's approval to fit the convenient time for the secretary *and administrator and needs of the position*.

Section 3 The work year for nine and a half months (9-1/2) secretaries shall be 207 days of which twelve (12) days shall be paid holidays. Nine and one half-month secretaries (9-1/2) shall work the 180 days included in the school calendar plus a total of fifteen (15) days before and/or after the school year. These fifteen (15) days are considered "FLEX" days which means they can be used with the administrator's approval to fit the convenient time for the secretary and administrators and the needs of the position.

Section 4 The following holidays, with pay, will be observed for twelve (12) month members of the secretarial personnel:

Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve Day, Christmas Day, New Years Eve Day, New Years Day, Martin Luther King's Birthday, President's Day, Casmir Pulaski Day, Good Friday, Easter Monday, Memorial Day, and Independence Day (if this day falls on a Saturday or Sunday and Summer School is in session the preceding Friday and/or the following Monday, the holiday will be the first day after the end of Summer School).

Ten (10) month secretaries will receive all of the above paid holidays except Independence Day. Nine and one-half months (9-1/2) secretaries will receive all of the above paid holidays except Independence Day, Columbus Day, and President's Day.

When any of the above holidays fall on a Saturday and/or Sunday, the proceeding Friday and/or the following Monday will be observed as a holiday provided school is not in session. If school is in session, such Friday and/or Monday will be considered a regular working day and the holiday will be considered a floating holiday which may be taken by the secretary on any day students are not in attendance.

Section 5 Should any employee be required to work on an authorized holiday as stated in the paragraph above, all time so worked will be at one and one-half (1-1/2) times the regular rate of pay in addition to the holiday pay.

ARTICLE VIII: VACATIONS

Vacations shall accrue at the following rates for the effective period of this Agreement:

Employees who have been employed for a period of one (1) year (365 days) will be granted a two (2) week vacation with pay.

Employees who have completed eight (8) or more years of service will be granted three (3) weeks vacation with pay.

Employees who have completed fifteen (15) or more years of service will be granted four (4) weeks vacation with pay.

When a holiday falls during the vacation period of an employee, that holiday does not count as a day of vacation.

Any employee who transfers from less than full-time employment to a full-time position will receive years of service credit per seniority list to be taken one year after transfer.

Vacation time may be used at any time during the year, but any vacation time requested outside the normal summer schedule must be submitted to the building Principal or direct supervisor no later than ten (10) working days in advance of the requested vacation day(s). Vacation requests approved by the building Principal or direct supervisor will be forwarded to the district's Human Resources Office for approval.

Upon leaving the service of the District, the payment of any earned but unused vacation days shall be limited in an amount to ensure the District is not subject to any IMRF 6% penalty. Any vacation pay that would cause the employee to exceed the 6% limit shall be paid to the employee post-employment as non-IMRF creditable earnings. The post-employment payment, if any, will be paid to the employee on the 65th day after the employee's last day of work.

ARTICLE IX: SICK LEAVE

Section 1 Sick leave benefits will be determined in accordance with the following schedule:

<u>Number of Months Worked</u>	<u>Number Days Granted Per Year</u>
9-1/2.....	11-1/2
10.....	12
12.....	14

Maximum accumulation allowed: Unlimited.

Does not include summer school, night school, or substitute employment.

Any employee starting work after school is in session shall receive sick leave benefits on a pro-rated basis for the time worked that school year; i.e., one day per month for every employee starting after the school year begins.

Section 2 In the event any employee experiences a continual illness or a serious injury within any given school term which would prevent him from performing his regular duties in the District, salary payments would continue for the current fiscal year. All other benefits, such as vacation, holidays, insurance payments, and seniority would be maintained, provided the employee has been employed in the District for fifteen (15) years and has forty-five (45) days accumulated sick leave. Said paid absence will be counted against the accumulated sick leave.

Section 3 Written notice of any absence shall be presented to the immediate supervisor upon return to work. Such notice shall include the date and/or dates of absence and reasons of the employee. The supervisor shall submit written notices of any absence to the Office of the Superintendent each week. The School District shall provide a proper form to be submitted by the employee, which shall include a carbon to be retained by the employee.

Section 4 Sick leave shall be interpreted to mean personal illness, quarantine at home, serious illness or death in the immediate family. The immediate family, for the purpose of this Section, shall include: parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians, corresponding in-law relations and any relative living in the same household. All sick leave requests must be made to the Switchboard Operator both during the regular school year and during the summer months. The employee must notify their immediate Supervisor of the intended absence. All employees who are absent because of illness or injury for an extended time should, upon return, have a written release from their physician.

Section 5 Reasonable time at full pay shall be granted for funeral leave for members of the immediate family. Such leave will not be deducted from sick leave. The Superintendent should be notified for determination of the number of days to be granted. Immediate family, for the purpose of this Section, shall include: parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians, corresponding in-laws relations, and any relative living in the same household.

Funeral leave for other than a member of the immediate family must be requested in advance, via phone or email and approved by the Superintendent or his/her designee and shall be deducted from accumulated sick leave.

Article IX: Sick leave (continued)

Section 6 In the event of an absence related to a duty connected injury the District shall provide only workmen's compensation as determined by the insurance carrier, effective with the August 15, 1986, payroll.

In the event said employee was enrolled for family insurance at least three full months prior to being on workmen's compensation, the District shall provide said coverage to the employee at no cost to the employee for a period not to exceed two years.

Section 7 Upon leaving the service of the Unit District, each employee who has accumulated 545 or more hours of unused earned absence shall receive a benefit equal to 100% of the employee's normal daily rate for each day of unused earned absence but not to exceed \$6,000. These payments may be paid in equal installments over three (3) quarters payable seven (7) months prior, four (4) months prior, and on the final paycheck to the employee if sufficient notice is provided to the School District. However, an employee's receipt of compensation for unused sick leave shall be limited in an amount to ensure the district is not subject to any IMRF 6% penalty. Any sick leave monies that are not paid to the employee in his/her final paycheck because of the 6% penalty limit, will be considered a retirement severance benefit and will be paid to the employee on the 65th day after the employee's last day of work. This severance payment will not be treated as creditable earnings under IMRF. In the event the amount due under this provision changes because of the number of accumulated hours at termination, the final paycheck will reflect the appropriate adjustment. Whenever said benefit is paid, only the unpaid unused sick days will be reported to Illinois Municipal Retirement Fund.

Upon the death of any employee qualified under this Section, the monies due for the time so accumulated will be paid to the estate of the employee.

ARTICLE X: SUBSTITUTE OFFICE HELP

Section 1 In the event a clerical substitute, extra, or temporary clerical employee is hired to assist or temporarily replace a regular employee in the District who is under this Agreement, the rate of pay for that substitute shall be established by the Board of Education.

Any employee in classifications covered by this Agreement, who leaves the employment of the District in good standing because of a reduction in staff as determined by the board of Education, shall be paid at the rate of seventy percent (70%) of the beginning Class II rate for all time worked as a substitute, extra, or temporary employee.

Section 2 Substitutes shall receive no fringe benefits during the time they are employed.

Section 3 Such substitute employees shall be used only to assist or supplement the regular employees and shall not otherwise do any work that has been or is now begin done or will be done by regular employees of the clerical or office staff in any classification, except in the absence of the regular employee.

Section 4 Substitutes may be provided for any employee who is absent if a qualified substitute is available.

Section 5 Substitute temporary employees shall receive no fringe benefits of this Agreement, except that seniority earned on a temporary position shall be granted only when the employee is hired on a permanent basis for that same position. At that time, all seniority earned as a temporary employee on the same position shall be granted retroactively.

Section 6 A regular secretarial employee who subs for a regular secretary for more than 20 or more days shall be paid at the rate of the filled position at step 1, but will not be paid less than her regular pay.

ARTICLE XI: GENERAL PROVISIONS

Section 1 Leaves of Absence: A Secretary may make a request for a leave of absence that will include the following conditions:

- A. The leave shall not be for more than one (1) year but may be extended upon review and approval of the Board of Education
- B. Seniority shall not accrue during the leave of absence.
- C. At the time the request for a leave of absence is made, the Board will consider any statement requesting a desire to return to their former position or a statement that the return assignment may be at the discretion of the Administration and/or Board. Regardless of which option is granted, that Secretary requesting the leave will be guaranteed that she will not lose her classification or her rate of pay upon her return. The Secretary shall state specifically which option she wants the Board to consider. Upon granting the leave of absence, the Board will then notify the Secretary in writing the decision of the Board concerning her request.
- D. For any leave of absence granted for six (6) months or more, that vacated position shall be posted as a temporary position, giving any regularly employed Secretary an opportunity to move up to a higher classification. Selection shall be as shown in Article III, Section 2, of this Agreement. (Lateral or downward moves shall not be considered, nor will Education Assistants be eligible as it pertains to this Section.) Leaves granted for less than six (6) months will be filled by a substitute and the Secretary taking the leave will return to her former position.
- E. The old position of the Secretary who transfers to the temporary position will be filled by a substitute. If the Secretary who is on the leave of absence is allowed to return to her former position, the Secretary occupying this temporary position shall be moved back to her former position.
- F. If the Secretary on a leave of absence resigns before her scheduled return, this position shall be posted as permanent. Consideration for this permanent position shall be the same as shown in Article III, Section 2, of this Agreement.
- G. If no regularly employed Secretary wishes to move into a higher classification, as described above, this temporary position shall be filled by a substitute.

Section 2 No work normally done by employees covered by this Agreement shall be done by any employee in any other classification in the Unit 10 School District, unless agreed to by the SEIU Union. The number of student workers shall remain as the same during the term of this Agreement.

Section 3 Insurance: The Board of Education shall provide a hospitalization, medical, and major medical insurance program for full-time non-certificated personnel who enroll. The Board of Education shall pay the individual coverage premium in full and shall provide payroll deductions of the remaining premiums for full family coverage of any personnel desiring such additional coverage. The Board of Education shall pay \$75.00 per month in addition to the individual plan rate for those full-time non-certificated personnel enrolled in the family plan. The insurance carrier will be selected by the Board of Education, after consultation with the C.E.A. and S.E.I.U., provided that there is no decrease in coverage. The Board provided insurance shall be for twelve (12) consecutive months.

Article XI: General Provisions (continued)

For employees whose term of employment is twelve (12) months per year, insurance shall continue for so long as the individual remains an employee of the District. For employees whose term of employment is nine (9) months per year or more but less than twelve (12) months per year, coverage shall be on a twelve (12) month per year basis for so long as the individual remains an employee of the District.

Employees whose workweek is twenty-five (25) hours or more shall receive the full individual premium payment as noted above. Those whose regular work week is at least seventeen and one-half (17-1/2) hours but less than twenty-five (25) shall receive one-half of the individual premium payment if enrolled in the individual plan. If the seventeen and one-half (17-1/2) but less than twenty-five (25) hours employee enrolls in the family plan. The Board of Education shall pay an additional \$43.00 per month for dependent coverage.

Section 4 Any employee who is a member of any group recognized by the Board of Education, or who has applied for membership in any such group, shall be granted a payroll deduction of dues upon written request. Executed dues deduction request forms shall be furnished to the Direction of Business Affairs prior to the first month in which the deduction goes into effect. The District shall not be responsible for any make-up deductions. Such authorization for dues deductions shall continue in effect from year to year unless revoked in writing prior to June 15 of the ensuing year.

Section 5 When an employee in classifications covered by this Agreement is required to attend a meeting, they shall be paid for all time so spent.

Section 6 Nine and one half (9-1/2) and ten (10) month employees shall not be expected to work on weather cancellation days. If a 9-1/2 or 10 months employee works on a weather cancellation day, the day will count as one of the employee's required work days (FLEX days). Twelve (12) month employees may request the use of personal or vacation days (in one-half or full day increments), without prior approval by the building principal, direct supervisor or district's Human Resources Office, when a weather cancellation day has been announced by the district superintendent or his/her designee.

Section 7 The Board shall grant up to three (3) days personal leave per year at full pay subject to the following conditions:

1. Such leave shall be cumulative up to a maximum of five (5) days.
2. Once an employee has accumulated the maximum of five (5) unused personal leave days, any additional personal leave days granted to the employee pursuant to this section will accumulate as sick leave.
3. Any request for personal leave shall be made at least three (3) calendar days prior to the date requested (except in emergencies) to the office of Human Resources.
4. It should be understood that permission would be granted only if this request is for important business reasons which cannot be transacted outside of school hours.

If the personal leave day is denied, written reasons for the denial will be given within three (3) days.

Article XI: General Provisions (continued)

Section 8 Payday shall be every other Friday as established by Board Policy.

Section 9 Employees covered by this Agreement will be guaranteed no loss in pay while serving jury duty or appearing as a subpoenaed witness in any court action. The difference in pay above that paid for jury duty will be paid to the employee.

Section 10 All new employees are required to pass a medical examination at School District expense; such examination to be designed by the School District and administered by a physician named by the School District. If the employee does not pass the medical examination, his/her employment will be terminated immediately. If an employee is required to have subsequent medical examinations as a condition of continued employment or for payment of sick leave benefits, the cost of the examinations shall be at the expense of the employer. In the event of a strike, work stoppage, or any other disruption of school operation, any Local 316 Service Employees International Union, calling in ill must present a doctor's excuse at the employee's expense.

Section 11 When a summer school program requires employment of a Secretary, it will be offered first to the available employees in the building where the regular program is normally held on a seniority basis after the required procedure stipulated in the Educational Assistants' Agreement has been followed. If that program is transferred to another building during the summer, the original building employees are eligible first for the assignment for that particular program. If any Secretary is not available at the time the job is open because they are already working for Unit 10 School District on their regular position, such Secretary shall be eligible to work on a seniority basis in the summer school position when their regular job is completed. Reasons other than working for Unit 10 School District or illness will not be accepted for late placement in a summer program. If the illness exceeds three (3) days, a doctor's statement is required to support the illness. The Board of Education is not obligated to make that position available whenever said illness exceeds five (5) working days. The rate of pay will be determined in accordance with guidelines established by the Board of Education.

Secretaries working less than twelve (12) months who are interested in summer school employment shall respond to the summer school vacancy postings for the position in which they are interested.

Any Secretary working 20 or more consecutive work days in the summer shall be paid for any recognized holiday (July 4) that occurs during their summer employment period.

Section 12 Any regular secretarial employee who is called back to work on their regular job during the summer months when regular school is not in session will be paid their regular hourly rate that is received during the regular time of employment.

Section 13 If a regular less than 12 month secretary is interested in working as a substitute during Christmas and spring breaks and during the summer months, the employee should notify the appropriate administrator responsible for employment in that department, in writing, indicating their interest at the start of any school year. This information will be disseminated to the proper supervisor. Failing to notify that office relieves the District of consideration of this employee. The Board is not required to fill the substitute position with regular staff and/or on a seniority basis. Regular employees who work as substitutes will be paid the standard substitute rate of pay as applicable to Substitute Secretaries and Educational Assistants.

Section 14 No temporary employee shall work while any permanent employee is on layoff.

Article XI: General Provisions (cont'd.)

Section 15 The mileage reimbursement rate shall be 23 cents a mile beginning January 1, 1998, and shall increase 3 cents each January 1 thereafter until the IRS rate is reached. From that time on the mileage reimbursement rate shall be the same as the IRS rate.

Section 16 Should any Article, Section, or Clause of this Agreement be declared illegal by court of competent jurisdiction, by State or Federal law, or otherwise changed by fact-finding or arbitration, said Article, Section, or Clause, as the case may be, shall automatically be terminated from this Agreement.

Section 17 The Board of Education and S.E.I.U., Local 316, agrees not to discriminate against any employee because of sex, race, color, or creed.

Section 18 The interpretation of this contract for S.E.I.U., Local 316, shall be made by the Chairman of the negotiating committee for this present contract, the Business Representative, and the present officers; for the Board of Education, interpretation shall be made by the Chairman of the Board negotiating committee, the Superintendent, and the Assistant Superintendents.

Section 19 All newly created secretarial positions will be established as Class I positions unless otherwise classified by the Board of Education after conferring with the Service Employees International Union (SEIU Local 316) before posting the position.

The following positions shall be class IV:

High School Principal Secretary
Middle School Principal Secretary
Director of Special Education & Related Services Secretary
Accounts Payable Clerk
Vocational Director Secretary
Education Center Secretary

Class III secretaries are secretaries, regardless of position, who have seven or more years of employment as a secretary with the school district.

Class II secretaries are secretaries, regardless of position, who are in their fourth, fifth, or sixth years of employment as a secretary with the school district. There will be three steps in Class II. A secretary moving from Class II to Class III will move to Step 1 in Class III.

Class I secretaries are secretaries, regardless of position, who are in their first three years of employment as a secretary with the school district. There will be three steps in Class I. A secretary moving from Class I to Class II will move to Step 1 in Class II.

Section 20 Telephone facilities shall be made available to personnel for their reasonable use for school related business. Personal calls on school phones, except in emergencies, are discouraged. If a personal long distance toll call is made, this charge must be billed to the employee's home.

Section 21 This Agreement shall remain in full force and effect from July 1, 2012 through June 30, 2013. If a new Agreement has not been reached prior to the expiration date, this agreement shall remain in full force and effect until a new agreement is reached.

Article XI: General Provisions (continued)

Section 22 Employees covered by this Agreement shall not engage in a strike except under the conditions as shown in Section 13 of the Illinois Educational Labor Relations Act (H.B. 1530).

Section 23 Employees who are required to file a Statement of Economic Interests must file the form and provide the school Business Office with a copy of the employee's receipt of filing not later than the required filing date. Notification of the need to provide a copy of receipt to the Board Office shall be given 30 days in advance of any withholding of salary payments. In the event such evidence is not provided to the Business Office, the District shall withhold salary payments to the employee until compliance is provided.

Section 24 Fair Share-The following provision shall apply to members of the bargaining unit who were members of S.E.I.U., Local 316 on or after November 6, 1991, and to all members of the bargaining unit hired after November 6, 1991:

1. Each bargaining unit member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Union or pay a fair share fee to the Union equivalent to the amount of dues uniformly required of members of the Union, including local, state, and national dues.
2. In the event that the bargaining unit member does not pay his/her fair share fee directly to the Union by a certain date as established by the Union, the employer shall deduct the fair share fee from the wages of the non-member.
3. Such fee shall be paid to the Union by the employer no later than ten (10) days following deduction.
4. In the event of any legal action against the employer brought in a court of administrative agency because of its compliance with this 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.

Section 25 In the event of an absence related to a duty-connected injury, the District shall provide only workmen's compensation as determined by the insurance carrier.

Section 26 The District shall not use volunteers to avoid hiring additional employees. Volunteers may not be used where there are certification requirements, violation of IDPH regulations, confidentiality concerns, or in situations where special training or knowledge is required to do the job. Volunteers may not be in restricted areas, such as in food service kitchens, behind office counters, or in custodial closets, without the express approval of an employee who regularly works in that area.

Article XI: General Provisions (continued)

If an employee objects to the District's use of a volunteer in a specific situation, the employee shall have the right to submit a written objection to the use of the volunteer with his/her supervisor. The objection must state what the volunteer is doing that the employee finds objectionable and why he/she finds it objectionable. The employee's supervisor and the employee shall attempt to reach an agreement regarding the situation. Failing to reach an agreement, the grievance procedure shall be followed.

Volunteers must meet acceptable standards of dress and conduct.

Section 27 "Union" members will be evaluated on an annual basis by his/her immediate supervisor.

Class	Step	Years	2012-13
I	1		16.37
	2		16.81
	3		17.26
II	1		17.77
	2		18.31
	3		18.82
III	1	1	19.49
	2	2 & 3	20.16
	3	4 thru 6	20.83
	4	7 thru 9	21.50
	5	10 thru 12	22.16
	6	13 and over	22.85
IV	1	1	22.85
	2	2 & 3	23.36
	3	4 & 6	23.90
	4	7 thru 9	24.41
	5	10 thru 12	24.92
	6	13 and over	25.44

This reflects an overall 3.14% increase for 2012/13.

A RIF (reduction in force) substitute rate is determined by multiplying the Class 2, Step 1 rate by 75%.

When a person is initially employed, that person begins on the first step of the salary schedule in the appropriate classification of the position. Nine and one-half (9-1/2) and 10 month employees hired between July 1 and December 31 advance to the next step of the salary schedule on September 1 of the next school year. Nine and one-half (9-1/2) and ten (10) month employees hired between

January 1 and June 30 remain on the initial step of the salary schedule for the next school year. Twelve (12) month employees hired between July 1 and December 31 advance to the next step of the salary schedule on July 1 of the next fiscal year. Twelve (12) month employees hired between January 1 and June 30 remain on the initial step of the salary schedule for the next fiscal year.

Steps are earned by years of experience within a Class. Experience earned in a lower Class assignment. One must earn the experience within that Class. Excepting 2012/13 school year where agree to a freeze in steps. Steps will resume during the next bargaining session.

In the event a person moves from a Local 316 Secretarial assignment to a higher class, the person would begin on the first step of the Class unless the employee would have a pay reduction. If the schedule provides a pay reduction, the employee would move to the lowest step level, which does not result in a pay decrease. The employee would remain on that step level until sufficient experience has been achieved to legitimately qualify them for a higher step.

Persons who lose their assignment in a Class due to a reduction in force or otherwise as provided by the contract and have to bump into a lower Class can take their Class and Step with them into the lower Class assignment but cannot achieve a higher step in the higher Class so long as they remain in a lower Class.

Effective March 1, 1993, deductions from employees for IMRF shall be placed in a tax-sheltered status.

IN WITNESS WHEREOF, this Agreement is entered into this _____ board of Education of Collinsville Community Unit District No. 10, through its President and Secretary, and by the Service Employees International Union, Local 316, through its duly authorized representatives.

BOARD OF EDUCATION, COLLINSVILLE
COMMUNITY UNIT DISTRICT NO. 10

By _____
President

By _____
Secretary

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 316

By _____
President

By _____
Secretary

By _____
Business Representative

MEMORANDUM OF AGREEMENT

The Collinsville Community Unit School District #10 (hereinafter referred to as the "District") and the Service Employees International Union Local 316 Office Employees (hereinafter referred to as the "Union") hereby agree and stipulate to the following terms:

1. Article III, Section I – Job Vacancies: The District and Union agree that this section shall not change and will be included in the parties successive collective bargaining agreement for the 2011-12 school year, 2012-13 school year, and 2013-14 school year.

The District further agrees to notify the President or his/her designee of any job vacancies that should arise and make them aware of the nature of the job, the qualifications needed, possible salary classifications, lengths of the employment day and length of employment year.

2. The District has agreed to include an additional half time position to the Union, effective with the 2011-12 school year. This position will be a secretary in the Registration/Special Education Office located at the Annex Building.
3. The District agrees to include the full-time position of Student Registration/Records Secretary (currently being held by non-union member Luanne Calza) to the Union upon the retirement or resignation of Mrs. Calza.

Signed this 26th day of May, 2011.

For Collinsville Community Unit
District #10

Dennis Craft

Signed on the 1st day of June, 2011

For the Collinsville Service Employees
International Union, Local 316

Lisa Langenstein
President