

Working Agreement
Between
Venice CUSD #3
And
Service Employees International Union
Local #98
(Secretaries)

July 1, 2012 – June 30, 2015

**WORKING AGREEMENT BETWEEN THE COMMUNITY UNIT SCHOOL DISTRICT #3
VENICE, ILLINOIS
AND
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL #98
(SECRETARIES)
JULY 1, 2012 – JUNE 30, 2015**

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WORKING AGREEMENT

The School Board of Community Unit School District #3 recognizes the **SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL #98** as the sole bargaining agency for members of said Local #98 in its employ as secretaries with regard to wages, hours, and other conditions of employment

ARTICLE 1 CLASSIFICATION

- 1.1 The minimal skill requirements for new employees shall be determined by the policy of the Board of Education.
- 1.2 The following classifications will exist:
 - Class I – Secretary
 - School Secretary
 - Class II – Secretary
 1. Assistant Secretary in Superintendent Office

ARTICLE II WORKING YEAR

- 2.1 Twelve month employees: Board of Education Office. Ten month employees: School Office. Ten month employees will report to work ten days prior to the teacher start days and remain ten days after the last days of teachers' scheduled day. Ten month will work the same scheduled days as the principal.
- 2.2 Paid days during the school year will be for those days when school is in session, plus paid designated holidays during the school year, and other approved days.

ARTICLE III WORKING DAY

- 3.1 The working day will be eight (8) hours for all secretaries, exclusive of a one-half hour duty free lunch period. Working hours shall be from 7:30 a.m. to 4:00 p.m. Such hours may be varied with the recommendations of the immediate supervisor and the approval of the Superintendent in order to meet particular needs relative to beginning and closing time of individual schools and offices.
- 3.2 Overtime shall be interpreted to mean any hours in excess of an eight hour day or forty hour work week. Such time shall be worked only at the request of a school administrator and approval of the Superintendent, or his designated official and, shall be one-half times the employee's regular rate of pay.
- 3.3 Deduction at the employee's hourly rate will be made for tardiness and early departure. Continued abuse of punctuality will be a cause for dismissal.
- 3.4 An employee is entitled to two (2) fifteen minutes breaks in each day, one in the a.m. and one in the p.m. at the time agreed on by the supervisor.

**ARTICLE IV
HOLIDAYS**

4.1 Holiday with pay for regular employees will be as follows. Such holidays shall apply to less than twelve month employees only as such holidays fall within the period of employment.

July 4 th	New Year's Day
Labor Day	Lincoln's Birthday
Columbus Day	Maundy Thursday (if school is not in session)
Veteran's Day	Casmir Day school is not in session)
Thanksgiving Day	Good Friday
Day after Thanksgiving	Martin Luther King's Birthday
Christmas Eve	Memorial Day
Christmas Day	New Year's Eve

4.2 When any regular holiday falls on Sunday, the following Monday will be considered a holiday. If such day falls on Saturday, the preceding Friday will be considered a holiday. Such regulation; however, shall not apply if school is regularly in session on that day. If Christmas Eve and New Year's Eve falls on a Sunday, the Friday preceding Christmas Eve and New Year's Eve shall be considered a holiday, if school is not in session. Any "lost" holidays will be made up at sometime during the regular school year, when school is not in session.

4.3 Members required to work on holidays above indicated shall receive one and one-half times their regular hourly rate of pay in addition to their holiday pay with a minimum guarantee of not less than four hours pay at this rate.

**ARTICLE V
VACATION**

5.1 Unless approved by the Superintendent, vacation shall normally be taken during the period from June 01, to August 31. If the immediate supervisor shall consider it advisable to scheduled vacation during a period other than indicated above, same shall be permitted by approval of the Superintendent. The Board will allow an exception to this rule by allowing such employee (2) days of vacation time which may be used during the school year, not including days when school is in session.

5.2 If vacation is taken at a different time than June 01 through August 31, and more than one person asks for that period of time, it shall be allotted on a rotating basis each year in order of seniority.

5.3 The following schedule will be used for the determination of twelve (12) month employees.

2 months.....1 day	1 yr & 6 months.....8 days
4 months.....2 days	1 yr & 8 inonths.....9 days
6 months.....3 days	1 yr & 10 months.....10 days
8 months.....4 days	4 yrs & 10 months.....15 days
1 yr. & 2 months...6 days	11 yrs.....20 days
1 yr. & 4 months...7 days	15 yrs.....23 days
	35 yrs.....25 days

- 5.4 When a secretary with one year or more of continuous full-time employment resigns with two weeks written notice, vacation allowances will be paid in relationship to the vacation earned after July 01. Example: Resignation effective October 31, 4/11 x 1 week's pay dependent upon length of service.
- 5.-5 Vacation allowance earned prior to death of a secretary shall be paid to the estate of the deceased.
- 5.6 Holidays occurring during vacation periods shall not be charged against vacation allowance.
- 5.7- All employees shall be given their vacation pay before leaving on vacation if requested by employee with two week's notice in writing to the accounting department.
- 5.8 An employees shall use his/her vacation in the year following its accrual, or in the immediately following fiscal year, or the vacation time is lost. If the employee cannot take all accrued vacation days before it is lost, because the Superintendent has not approved all requested vacation days due to operational necessity, then the employee shall be paid for those days at his/her hourly rate when the days were earned. An employee who retires, resigns, or is reduced with or without cause shall be paid for all accrued, but unused vacation at the employee's hourly rate when the vacation day was earned.

However, the parties agree that 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 VI SICK LEAVE/EMERGENCY/FUNDERAL/PERSONAL BUSINESS LEAVE

- 6.1 The school board shall grant each full-time certified teacher 14 days of paid sick leave each school year. Unused sick leave shall accumulate without limit. Sick leave shall be charged in increments of no less tha one hour.
- 6.2 Sick leave shall be interpreted to mean personal illness, quarantine at home, or illness or death in the immediate family or household. The school board does require a physician's certificate as a basis for pay during leave after an absence of 3 days.
- 6.3 Absentee forms shall be filled out in triplicate after each absence regardless of reason. The form is reviewed and signed by the Superintendent's Office with the third copy to be returned to the teacher before the next payday. Forms may be filled out in advance whenever possible.
- 6.4 For purposes of this section, "immediate family" shall include parents, spouse, brothers, sisters, children (including step-children), grandparents, grandchildren, aunts, uncles, parents-in-law, brothers-in-law, sisters-in-law and legal guardians.
- 6.5 Funeral leave for death in the "immediate family". This is defined as deaths of parents, spouse, brother, sisters, children (including step children), grandparents, grandchildren, aunts, uncles, parent-in-law, brothers-in-law, sisters-in-law, daughters-in-law, and legal guardians. Up to five days per year are allowed and are not counted against emergency leave. If required by the Superintendent, members shall be required to furnish written proof of relationship to the deceased (copy of death certificate, obsequies, etc.)
- 6.6 Each full-time support Personnel will be granted five (5) days of personal business leave per year. Personal business is defined as business that can only be resolved during school hours. However,

any full-time support Personnel hired after June 30, 2012 shall only be granted two (2) days of personal business leave per year. Requests for this leave must be submitted and approved by the Superintendent no later than 10:00 a.m. of the working day preceding the leave.

- 6.7 Unused personal business leave shall convert to sick leave if not used during the fiscal year.

ARTICLE VII -II - SEVERENCE PAY

- 7.1 Persons retiring or resigning from this school district who have been employed by the Board for fifteen years or more shall receive compensation for sixty percent of their unused earned absences.
- 7.2 Employees retiring or resigning from this district who have been employed by the Board for fewer than fifteen years but for three or more years shall receive compensation for twenty-five percent of their unused earned absences.
- 7.3 Persons hired on or after July 01, 1982 shall be compensated for unused earned absences under this Article, based on the daily rate for substitute secretaries at the time of their resignation or retirement.
- 7.4 No one shall receive more than \$5,000 as a total compensation for unused earned absences.
- 7.5 To receive this compensation an individual must, except in the case of death, give written notice of retirement or resignation to the Board at least 30 days prior to the effective date of such retirement or resignation. The employee retains the right to change the decision on retirement until January 1 of the year of retirement/resignation.
- 7.6 In the event of the death of the employee while still in the employ of the district, any and all monies due under the provisions of this article shall be paid to the estate of the deceased.
- 7.7 Exception to the notification requirements will be granted only in the event of illness or emergency, unforeseeable prior to the time of retirement or resignation, or other reason(s) at the discretion of the Board.
- 7.8 The parties agree that an eligible employee's receipt of compensation for Severance pay under this provision will be added to the employee's IMRF creditable earnings in the employee's last paycheck, but the payment 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 because of the 6% 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.

ARTICLE VIII BIDING PROCEDURE (SENIORITY)

- 8.1 Seniority shall be district-wide Seniority shall date from the first date of continuous employment by the Board of Education as indicated by Board minutes.
- 8.2 Seniority rights do not apply to present positions until these positions become vacant.
- 8.3 As used in this article, the term "Continuous employment" shall be so construed that absences from employment due to illness, accident, family death, or other emergency or layoffs, shall not cause a break in such continuous employment. An employee shall be continued on the seniority list after a layoff, while sick, or on leave-of-absence. After quitting or being discharged, an employee relinquishes all seniority.

- 8.4 In the event of a vacancy or the creation of a new position, bid sheets will be sent to all clerical and secretarial employees and must be returned in five days from the date the bid was sent. Bids will be filled out in duplicate, one copy to the personnel office and one copy to the Business Agent of Local #98. Training and ability to perform the duties of a position will be given top consideration in job placement and shall take precedence over seniority.
- 8.5 A new employee, or present employee, transferring to a different position shall be on a trial basis for a period of thirty working days before the position becomes permanent. Should the employee prove unsatisfactory in this time, she will be returned to her previous status any time after ten working days on the position bid and earlier, if mutually agreeable, the probation period may be extended ten days to forty, in no case will an extension be granted after forty days.
- 8.6 Rate of pay will remain the same as that of the previous position until the end of the thirty day trial period. Pay will not be retroactive.
- 8.7 A new employee shall be paid \$.15 per hour less than scheduled rate for the thirty-day trial period.
- 8.8 If a position opens during vacation period, the position will be filled temporarily and bids will be opened five working days prior to the starting of school.
- 8.9 In case of layoffs, the employee with the least seniority will be the first one to be laid off. When rehiring is to be done, a person will be called back in reverse order of layoff, provided skills and training are adequate for the position open.
- 8.10 The personnel office will, on October 1st of each year, furnish the Business Agent of Local #98 with a seniority list. This list will contain the names of employees, by seniority, classification, school where employed, and the date of the employment.
- 8.11 Years previously worked on a 10 ½ or 11 month basis will be applied on a twelve month basis, with no years of seniority lost.

ARTICLE IX AUTOMATION/BUMPING

- 9.1 Any person whose position is abolished, due to automation, has the opportunity under seniority, to bump any employee with less seniority, provided the employee can meet qualifications of the other position.
- 9.2 Should a position be abolished through automation, the person who held the position has the right to bump an employee with less seniority, provided the person has the right to bump the employee with less seniority and the least seniority in that job classification. This process must end when the person with the least seniority in the school system is bumped.

ARTICLE X MEDICAL INSURANCE

- 10.1 The Board of Education will furnish hospitalization, medical and major medical insurance for personnel, and where applicable, coverage for spouse and/or dependent child or children when desired, insurance the group plan adopted by the majority of district employees and the Board of Education. Beginning July 1, 1983 the Board of Education will not furnish dependent insurance coverage to newly hired secretaries who become members of Local #98.

- 10.2 Coordination of benefits will be in effect with any carried group coverage to which the employee or his/her dependents belong.
- 10.3 Effective date of such coverage will be the current rate change date of the presently existing policy.
- 10.4 The Board will receive all dividends accruing under all insurance plans.
- 10.5 Should the Board decide to seek proposals from carriers other than the present carrier, the Union will be consulted.

**ARTICLE XI
JOB DEFINITION**

- 11.1 The Superintendent or his duly assigned agent shall define and classify the secretarial duties, which can reasonably be performed in the work day allotted. Such tasks shall be performed in the sequence as designated by the Superintendent.

**ARTICLE XII
JURY DUTY**

- 12.1 In the event that a Union member receives a notice of jury duty and reports for such duty, the Board shall pay the individual the difference between her normal wage and the wages she receives for said jury duty. It shall be the obligation of the persons serving on jury duty to submit to the Superintendent's office written evidence of payment made to her for such service immediately upon receipt of such payment.

**ARTICLE XIII
UNION DUES**

- 13.1 Upon obtaining the written approval of the individual union members, the Board shall check off and collect from such members all dues and assessments, which apply to statement of the amount to be so deducted from the pay of each of its members, which statement shall be approved by said members.

**ARTICLE XIV
PAY DAYS**

- 14.1 Pay day shall be every other Friday. Payments of a one week pay would be permissible should it become necessary to deviate from the presently existing two-week schedule.

**ARTICLE XV
NOTIFICATION OF EMPLOYMENT OF NEW EMPLOYEES**

- 15.1 The School District shall notify the Union within five days after new employees are hired, giving their names and addresses, the job classification in which they shall work.

**ARTICLE XVI
PERFECT ATTENDANCE BONUS**

- 16.1 Any member of the District's regular secretarial staff employed for four (4) or more hours per day and who has had a perfect attendance record for any month by having been neither absent or tardy, shall receive a bonus of \$22.50 for each month in which such perfect record was maintained. All attendance bonus money for the work year shall be paid the second pay period in June for

employees working less than 12 month. Twelve month employees shall receive attendance bonus money the 1st pay period in July.

ARTICLE XVII GRIEVANCE & ARBITRATION

- 17.1 The Union and the Employer agree that there shall be no tie-up or interruption of work, or work stoppage within the compliance of this contract without first using all possible means of settlement as provided for in this Agreement, of any controversy (as defined below) that may arise. The Union and the Employer further agree that:
- (a) Every effort will be made to solve all controversies at the lowest possible level and as expeditiously as is feasible.
 - (b) There shall be no discrimination against any employee for having filed a grievance
 - (c) There shall be no solicitation of grievances from employees.
 - (d) The failure to file a grievance as provided will relieve the Employer of all financial obligations and shall not be binding on such Employer.
 - (e) An employee and the shop steward may present a complaint or grievance in the event of a controversy between that employee and the School District in accordance with the procedures specified in 2 below, provided the first step (2a below) is initiated within thirty working days of the incident resulting in the controversy.
 - (F) The Union Business Agent may present a complaint or grievance in the event of a constroversy between two or more Union members and the School District in accordance with the procedures specified in 2 below, provided the first step (2a below) is initiated within thirty days of the incident resulting in the controversy.
- 17.2 Should difference arise between the Employer and the employees as to the meaning and application of the provisions of this Agreement or others related to employee working conditions not covered by this Agreement, and earnest effort will be made to settle same in the following manner:
- (a) First Step: The employee and the shop steward (1e above) or the Business Agent (1f above) shall discuss the controversy with the supervisor or administrator responsible for the incident resulting in the controversy. The responsible supervisor or administrator shall investigate the incident fully and provide the person(s) with whom this issue was discussed a response within five working days of the time the matter was brought to his attention. In the event the matter remains unsettle at this point the Union may proceed to the second step as provided below.
 - (b) Second Step: The Union shall reduce the grievance in writing to include the signature of the aggrieved employee or the Union representative and present the grievance to the next higher level of administration for consideration. Unless otherwise mutually agreed to the responsible administrator shall, within two working days, arrange for a meeting with the Union Representative for the purpose of gaining mutual understanding of the grievance. This administrator shall, within five working days, investigate the grievance and provide the Union representative a written response to the grievance. In the event the matter remains unsettled at this point, the Union may proceed to the third state as provided below.
 - (c) Third Step: if the dispute is not disposed of then within the next fifteen (15) school days, the President of the Union (or his designee) and the Superintendent of Schools (or his designee) shall meet and attempt to resolve or dispose of the dispute. The Superintendent shall answer in

writing within fifteen (15) school days of the meeting unless the time is extended by mutual agreement. If this fails to satisfy settlement in writing, the matter may be advanced to the arbitration within five (5) working days following the next regularly scheduled Union meeting. (Meetings are scheduled on the second Saturday of each month.)

17.3 In the event the grievance cannot be settled using the procedures specified in 17.2 above, either party may request the matter be submitted to arbitration using the following procedures.

(a) Within ten (10) days after the receipt of a request that the matter be submitted to arbitration, the Union and the School District shall select an arbitrator. In the event the Union and the School District cannot agree on the arbitrator to be selected, a joint request signed by both the Union Business Agent and the Superintendent of Schools (or his designee) shall be submitted to the American Arbitration Association or to a State agency providing or arbitrators that is mutually acceptable to both parties, requesting a panel of not more than five or less than three qualified arbitrators be furnished from which the Union and the School District shall select the arbitrator.

(b) The arbitrator shall begin his investigation as early as possible and by a date mutually agreeable to all parties. The decision of the arbitrator shall be final and binding on both parties unless contrary to the laws of the State of Illinois. The arbitrator shall not have the power to add to, subtract from or modify any of the terms of this Agreement. The Union and the School District shall equally bear the expense and salary of the arbitrator.

17.4 The employer will not use any information from an employee's Personnel file that is older than four (4) years from the date of any action against the employee.

ARTICLE XVIII TERM OF AGREEMENT

18.1 This agreement settles all outstanding collective bargaining matters between the parties for the period of July 1, 2009 through June 30, 2012 Both parties agree to the following increases: 3.5% in FY'10; 3% in FY'11 and 3.0% in FY'12..

18.2 The parties desire to negotiate changes or revisions in this agreement for the period beginning July 1, 2005 and have agreed to enter into good faith collective bargaining for that period.

18.3 In the process of bargaining in good faith for a new contract, or a contract containing desired modification, the parties recognize that it may be necessary to continue their negotiations after the date upon which this agreement by its terms terminates. Therefore, in order to provide for their duties and obligations for the period of time between termination date of this contract and the date upon which they conclude a new contract, or one containing the desired modifications, it is understood and agreed as follows:

1. The parties shall continue to bargain and negotiate in good faith in an effort to reach a complete agreement and understanding concerning the terms and provisions of a new contract to take the place of this one or a contract containing the desired modifications, and such negotiations shall continue until either a complete agreement and understanding is reached or until either or both parties conclude that it is not probable that further negotiations will result in an agreement.

2. All of the terms and provisions of this contract shall be continued in full force and effect and extended from the termination date hereof to such time as the parties either enter into a new agreement, or agreement containing the desired modifications or terminate further negotiations in the manner above mentioned.

3. Should the parties reach an agreement upon the terms and provision of a new contract, or a contract containing the desired modifications at a time subsequent to the termination date of this contract, then in such event, all of the terms and provision of the new contract, or the contract

containing the desired modifications, shall be made retro-active to the termination date of this contract, then in such an event, all the terms and provision of the new contract, or the contract containing the desired modifications, shall be made retro-active to the termination date of this contract.

4. The Union agrees that there shall be no strike or withholding of services during the term that this Agreement is in full force and effect.

ARTICLE XIX-VALIDITY

19.1 Nothing that is or becomes a violation of State laws or rulings shall be binding on either party in this contract. If such contradictions do exist both parties will consider that the other items in this agreement are still valid and that this document was negotiated in good faith.

ARTICLE XX – HOURLY RATE

20.1 Class I Secretaries

Year		3%
1	\$	10.50
2	\$	10.83
3	\$	11.15
4	\$	11.51
5	\$	11.86
6	\$	12.21
7	\$	12.58
8	\$	12.95
9	\$	13.34
10	\$	13.74
11	\$	13.92
12	\$	14.34
13	\$	14.84
14	\$	15.29
15	\$	15.74
16	\$	16.21
17	\$	16.71
18	\$	17.20
19	\$	17.72
20	\$	18.25
21	\$	18.80

20.2 The life of this Agreement, Secretaries may earn a \$50 bonus per quarter hour for College/Jr. College Courses related to the Secretarial field. Courses must be approved in advance by the Superintendent or, at the Superintendent's discretion, tuition costs may be paid by the District.

- 20.3 The parties agree that one secretary, who was employed on June 30, 2005, shall receive a lump sum payment of \$1,500 in addition to the sums paid to them by the District for the period June 30, 2001 through June 30, 2005. This lump sum payment shall be paid within 30 days after approval by the Venice Community Unit School District #3 Financial Oversight Panel (FOP).

**ARTICLE XXI
FAIR SHARE**

- 21.1 Any present or future employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share of the cost of the collective bargaining process and contract administration. The fair share shall not exceed the amount of dues and fees uniformly of Union members.

A. Payroll Deduction:

With respect to any employee who is not a member of the Union, the Employer will deduct from the wages of the employee the dues and/or financial obligations uniformly required of Union members. The full amount of dues and/or financial obligation collected in this manner shall be in accordance with a schedule to be submitted to the Employer and the Union during the 15 day period immediately preceding the expiration date of the Agreement.

B. Fair Share Fees

Fair share fees shall be deducted according to a schedule submitted to the Employer by the Union. Fees collected in this manner shall be paid to the Union along with dues collected during that time period, as provided by the law.

C. Religious Exemption

Employees having a bona fide religious objection to financially supporting a labor organization may elect to contribute an amount equivalent to the fair share fee to a designated non-religious charity. The employee and the Union shall mutually agree upon the charity so designated, otherwise, the charity shall be selected as provided by applicable Illinois law.

D. Preservation of the Bargaining Unit

The Employer recognizes the integrity of the bargaining unit, and shall not take any action directed at eroding it. Except in a bona fide emergency, non-bargaining until employees of the Employer shall not perform bargaining until work to the extent that it would regularly deprive bargaining until employees of hours of work or overtime opportunities.

The Union shall indemnify and hold harmless to the Board of Education, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of complying with the above provision of this article, or in any way such provisions.

BOARD OF EDUCATION

Community Unit School District #3

Janet E. Wiley
President, Board of Education

Anderson Wilson
Vice-President, Board of Education

Eloa Wilke
Secretary, Board of Education

[Signature]
Treasurer, Board of Education

Frank Hill
Member

John Henry Williams
Member

Member

BUILDING SERVICE EMPLOYEES

Local #98

[Signature]
President, Local #98

[Signature]
Business Agent

[Signature]
Member

Member

Member

Member

Member