

Special Meeting

Tuesday, September 6, 2016 6:15 PM

Unit #10 Administrative Annex, 123 W. Clay, Collinsville, IL 62234

1. **Call to Order - President Peccola**

2. **Roll Call**

3. **Pledge of Allegiance**

4. **Public Forum**

5. **New Business**

5.1. Approval of Co-Op Positions for 2016-17 School
Year

Memo

To: Dr. Robert Green
CC: Uta Robison
From: Kelli Ponce
Date: August 18, 2016
Re: Co-op Positions for 2016-17

I would like to request that 10 positions for this year be reinstated for the 2015-2016 school year out of the Unit 10 budget. Also reinstate one position out of the Special Education budget as in the past. These students work an average of 3 hours a day for 5 days a week at a rate of \$8.25 an hour, the minimum wage in the State of Illinois, when school is in session. Listed below are the proposed positions. Thank you again for your time and consideration.

<u>Positions</u>	<u>Location</u>	<u>Supervisors</u>
Office Assistant	CHS Main Office/Co-op Office	Patty Hudak
Library Assistant	CHS Library (2 hours)	Tracey Schmidt
	Guidance Office (1 hour)	Cheryl Knutson
Office Assistant	CMS Main Office	Angie Griffin
Computer Assistant	CHS Technology	Caleb Dick/Josh Hartle
Office Assistant	DIS Main Office	Natalie Fernandez
Office Assistant	Krietner School	Todd Pettit
Office Assistant	Unit 10 Admin	Uta Robison
CHS Athletics Department	CHS Gym	Amanda Baugher
Athletic Director Secretary	CHS Athletic Director	Darin Lee
Office Assistant	Webster Elementary	Brad Snow
Paid out of Special Ed Funds:		
Office Assistant	Hollywood Heights	Denise Smith

5.2. Consider Approving Amendment to Transportation
Contract to Remove Block Heater Requirements

Collinsville CUSD

**Original Bid Rates (with block heaters)*

<u>Route Description</u>	<u>Rates</u>		
	2016-17	2017-18	2018-19
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Regular Routes	\$ 226.64	\$ 233.44	\$ 240.44
Special Ed Routes	\$ 226.64	\$ 233.44	\$ 240.44
ECH Routes (Middays)	\$ 84.28	\$ 86.81	\$ 89.41
Excess Hours > 4.0hrs	\$ 30.99	\$ 31.92	\$ 32.88
Summer	\$ 226.64	\$ 233.44	\$ 240.44
Late Activity	\$ 84.28	\$ 86.81	\$ 89.41
STOP program	\$ 84.28	\$ 86.81	\$ 89.41
Vo Ed	\$ 128.95	\$ 132.82	\$ 136.80
Monitors	\$ 17.62	\$ 18.15	\$ 18.69
Charters/Trips	\$ 46.74	\$ 48.14	\$ 49.59

**New Bid Rates (No block heaters)*

<u>Route Description</u>	<u>Rates</u>		
	2016-17	2017-18	2018-19
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Regular Routes	\$ 224.85	\$ 231.60	\$ 238.54
Special Ed Routes	\$ 224.85	\$ 231.60	\$ 238.54
ECH Routes (Middays)	\$ 83.61	\$ 86.12	\$ 88.70
Excess Hours > 4.0hrs	\$ 30.74	\$ 31.66	\$ 32.61
Summer	\$ 224.85	\$ 231.60	\$ 238.54
Late Activity	\$ 83.61	\$ 86.12	\$ 88.70
STOP program	\$ 83.61	\$ 86.12	\$ 88.70
Vo Ed	\$ 127.93	\$ 131.77	\$ 135.72
Monitors	\$ 17.48	\$ 18.00	\$ 18.54
Charters/Trips	\$ 46.37	\$ 47.76	\$ 49.19

	2016-17	2017-18	2018-19
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
*Annual Savings to District	\$ 34,170	\$ 35,196	\$ 36,251
*3Yr Savings to District	\$ 105,617		

5.3. Approval of Agreement with Service Employees
International Union, Local 316 Custodial and
Maintenance Personnel

COLLINSVILLE COMMUNITY UNIT SCHOOL DISTRICT NO. 10
COLLINSVILLE, ILLINOIS

AGREEMENT BETWEEN THE BOARD OF EDUCATION AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 316
CUSTODIAL AND MAINTENANCE PERSONNEL

Fiscal Year

~~2015-16~~

2016-17

2017-18

December, 2013

Side Agreement

NEW MAINTENANCE POSITION AND GRASS MOWING

The new contract will be ratified by Custodian and Maintenance Personnel of Local 316 prior to the agreement being submitted to the Board of Education for approval. At the meeting of the Board of Education where the new contract is approved by the Board of Education, a position for an additional full-time maintenance person will be approved for posting.

With the approval of the new maintenance position, Local 316 agrees that maintenance personnel will no longer be used to mow grass. Unit 10 will create two seasonal custodial-level positions with employment extending from April through September. Anyone may bid into the seasonal mowing jobs with the highest wage rate being that of the regular custodian. This position will be paid at the light maintenance pay during the grass cutting season. This position will not be a step advancement. Those bidding into mowing positions shall have the right of first refusal for the mowing positions in subsequent years. Those bidding into the mowing jobs will return to their regularly assigned jobs when the mowing season is over. Unit 10 will employ substitute custodians, at substitute custodian pay plus 20%, to replace the regular custodians who take the mowing jobs. At times during the mowing season when the frequency of mowing is reduced due to slower growth of the grass, the regular custodian shall assist other custodians in the district as assigned by the Director of Building and Grounds. If no regularly employed custodian bids into the mowing job(s), then Unit 10 shall have the authority to employ a substitute custodian, at substitute custodian pay, to fill the mowing position(s).

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COLLINSVILLE COMMUNITY UNIT SCHOOL DISTRICT NO. 10
AGREEMENT BETWEEN THE BOARD OF EDUCATION AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 316
CUSTODIAL AND MAINTENANCE PERSONNEL

~~July 1, 2015 through June 30, 2016~~

July 1, 2016 through June 30, 2018

INDEX PAGE

RECOGNITION	1
ARTICLE I: SENIORITY	2
Section 1: Seniority date	2
Section 2: Layoff procedure	2
Section 3: Refusal to return to work	2
ARTICLE II: VACANCIES	3
Section 1: Vacancies	3
Section 2: Probationary Period	3
ARTICLE III: HOURS OF WORK	4
Section 1: Work shift	4
Section 2: Afternoon or evening shifts	4
Section 3: Work shifts - school not in session	4
Section 4: Paid lunch break re: overtime	4
Section 5: Time worked past 5 consecutive days	4
Section 6: Overtime re: paid absence	4
Section 7: Prior approval of overtime	4
Section 8: Minimum hour when reporting for work	4
Section 9: Call back to work	4
Section 10: Changes affecting working conditions	4
ARTICLE IV: GRIEVANCE PROCEDURE	5
Section 1: Application of grievance procedure	5
Section 2: Discharge of employees	5
Section 3: Procedure for filing grievance	6
ARTICLE V: HOLIDAYS	6
Section 1: Holidays and compensatory days	6
Section 2: Work Days on Holidays	7
ARTICLE VI: VACATIONS	7

ARTICLE VII: SICK LEAVE	8
Section 1: Sick leave schedule	8
Section 2: Continual illness or serious injury	8
Section 3: Written notice of absence	8
Section 4 (3): Interpretation of sick leave	8
Section 5 (4): Funeral leave	8
Section 6-(5): Duty connected injury	9
Section 7-(6): Employee benefit for unused earned absence	9
Section 7: Annual Sick Leave Buy Back	9
 ARTICLE VIII: SUBSTITUTES	 9
Section 1: Provision for substitutes	9
Section 2: Rate of pay	9
 ARTICLE IX: GENERAL PROVISIONS	 10
Section 1: Working in higher classifications	10
Section 2: Leave of absence	10
Section 3: Seniority lists	10
Section 4: No work by other classifications	10
Section 5: Uniforms	10
Section 6: Insurance	11
Section 7: Dues deduction	11
Section 8: Pay for required attendance at meeting	11
Section 9: Establishment of job descriptions	11
Section 10: Personal leave	11
Section 11: Pay day	11
Section 12: Transportation	11
Section 13: Jury duty or subpoenaed witness	11
Section 14: Assignment of employees during use of school facilities by community organizations	11
Section 15: Unsupervised or unauthorized use of school facilities	11
Section 16: Medical examinations	12
Section 17: Schedule of overtime re: use of school facilities by organizations not directly connected with school activities	12
Section 18: Legality	12
Section 19: Discrimination	12
Section 20: Interpretation of contract	12
Section 21: Terms of agreement	12
Section 22: Telephone facilities	12
Section 23: Strike conditions	12
Section 24: Maintenance - Written examination	12
Section 25: Evaluations	13
Section 26: Personnel not fulfilling job responsibilities	13
Section 27: Statement of Economic Interests	13
Section 28: Fair Share	13
Section 29: Volunteerism	14
 ARTICLE X: SALARY RATES	 14

AGREEMENT FOR CUSTODIAN AND MAINTENANCE 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 bargaining representative for wages, hours and other conditions of employment for all custodial and maintenance employees of the Unit District. 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 work as a regular employee. In case more than one employee covered by this Agreement was hired at the same Board meeting, seniority for the purpose of bidding the open jobs will be established by the "drawing of straws" or other chance method. Seniority will then be established by the "first day of work" for which the open job description, that was bid, indicates. In the event the "first day of work" is the same for more than one open job that was bid, seniority will have been established by the "drawing of straws" or other chance method indicated above.

Section 2. In any case of any reduction in force in any classification covered by this Agreement, the following procedure will be followed. The youngest employee in point of seniority will be laid off first. Any employee whose job has been eliminated by a "cut back" in any classification covered by this Agreement will have the right to take up employment in any other classification which his/her seniority and qualifications permit. When "laid off" employees are called back to work, the oldest employee in point of seniority will be called back first, the second oldest next, etc. Seniority will cease to accumulate at the time of a layoff and will resume at the time of re-employment. Loss of seniority in its entirety will occur for any employee who, by their own desire, leave the service of the District, except those employees granted a leave of absence by the Board of Education.

Section 3. No new employee will be hired while any employee covered by this Agreement is on layoff, unless all laid-off, qualified employees have been offered, in writing at their last known address by certified mail, the opportunity to work the hours and at the rate of pay for which the new employee would be hired. Refusal to return to work for an equal rate of pay and hours of work in effect in the classification at the time the former employee was laid off will relieve the employer of any responsibility of further contacting that employee.

ARTICLE II: VACANCIES

Article II: Vacancies

Section 1. New employees to be hired to fill vacancies will be filled within 35 days following the regular monthly board meeting. Vacancy notices will be sent to President, Vice President, and Secretary of the bargaining union. When the Administration identifies a vacant position, the Administration agrees to interview any existing, qualified bargaining unit member(s) who apply. The Administration shall take into consideration the following factors when evaluating an applicant for a vacant position, in no order of priority:

- Needs of the District;
- Work performance and/or evaluations;
- Work experience/qualifications;
- Disciplinary record; and
- Seniority

Every effort will be made to advance present employees to any vacant position that becomes available, giving them preference over applicants not currently employed by the District, when all other criteria are equal. Nothing in this provision shall preclude the Administration from soliciting and accepting applications from outside applicants and considering outside applicants while it considers current bargaining unit members for a vacant position.

Section 2. There will be a probationary period of 6 months for new hires and 3 months for transfers.

ARTICLE III: HOURS OF WORK

Section 1. The work shift shall consist of eight (8) consecutive hours. Each employee's schedule shall consist of five (5) consecutive days, except as otherwise agreed to by the Union and Superintendent or Superintendent's Designee. The work week shall begin at 12:01 a.m. on Monday and end at 11:59 p.m. on Sunday.

Section 2. Each afternoon or evening shift starting on or after 2:00 p.m. shall consist of eight (8) hours including a thirty (30) minute paid lunch period, and each day shift shall consist of eight (8) hours, not including a lunch period of thirty (30) minutes.

Section 3. When school is not in session, second and third shift employees may be granted permission to work a day shift schedule. This permission is subject to the approval of their Supervising Principal or Administrator.

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

Section 5. All time worked on any sixth (6) consecutive day shall be paid at the rate of one and one-half times the regular rate of pay, and all time worked on any seventh (7) consecutive day shall be paid at the rate of two (2) times the regular rate of pay. Any time worked on Sunday that is not regularly scheduled will be paid at two (2) times the regular rate of pay.

Section 6. Time charged to sick leave, vacation, funeral leave, etc., shall count as time worked for the purpose of computing overtime.

Section 7. All overtime worked must have the prior approval of the Supervisor. All time worked in excess of the regular workday or work week shall be overtime and paid at the rate of one and one-half times the employee's regular rate of pay. All overtime shall be paid at the highest rate of pay applicable to that employee.

Section 8. When employees report to work as scheduled, they shall be allowed a minimum of fifty percent (50%) of their regularly scheduled hours of work or equivalent pay, unless otherwise notified no less than one (1) hour prior to the beginning of their shift. School closing emergency plans shall be posted in each building.

Section 9. When an employee is called back to work, such work not being a continuation of their shift, they shall be paid a minimum of one (1) hour of work at one and one-half times their regular rate of pay.

Section 10. The Board of Education recognizes the interest of the Union in regard to any changes which affect the working conditions of those covered by this Agreement and represented by the Union and shall inform the President of the Union prior to any such changes. This notification to be made by the Superintendent or Superintendent's Designee.

While school is in session, the following reasons shall be considered as “disturbing” the employee’s job and shall permit that employee the right to “bump” any employee covered by this Agreement with lesser seniority:

1. Any change in the starting or ending time of the employee’s shift of more than a total of four (4) hours per day for a period of more than one week’s duration. (Time of shift to be interpreted as that time in existence at the date of the employee’s assignment to that job.)
2. Any change in the employee's building assignment; "building" to mean a separate detached structure on the same or different sites, i.e., High School academic gym, Area Vocational Center.

At any time during the year, the following shall be considered as disturbing the employee's job and shall permit that employee the right to "bump" any employee covered by this Agreement with lesser seniority:

1. Employee affected by reduction in pay.
2. Employee affected by reduction in hours of work.
3. Employee affected by reduction in months of work.
4. Employee affected by reduction in staff.
5. Employee affected by return of disqualified employee.
6. Employee affected by bump of higher senior employee.

A written notice of an "intent to bump" must be filed with the Office of the Superintendent or Superintendent’s Designee within five (5) working days of the effective date of the change that created the "job disturbance." This notice must be dated, must include the Article of the Agreement, the Section of the Agreement and paragraph authorizing the right to "bump." It must be signed by the individual "bumping" and indicate to which position the "bump" is directed. A copy of this must be filed with the President of the Union, Local 316, Custodial and Maintenance Employees.

Qualifications for a "bump" will be as per bidding, Article 11, Section 2, paragraph four (4), including probationary period if "bump" is into a different classification.

ARTICLE IV: GRIEVANCE PROCEDURE

Section 1. The grievance procedure shall apply to the provisions of this Agreement and to administrative practices and policies of the District directly affecting the employees covered by this Agreement.

Section 2. No employee shall be discharged without just cause. The Superintendent of Schools shall provide a written statement of cause of dismissal. Violation of this Agreement by an employee may be regarded as cause for discharge.

Section 3. In the event an employee is dissatisfied with a ruling submitted to him by his immediate 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 his 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 Superintendent or Superintendent's Designee. If a satisfactory solution is not reached by these parties within five (5) working days, then the representative 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 shall be referred to the Board of Education for review. The employee, accompanied by two (2) people of his choice, the involved personnel, and the Board will meet in committee session to hear the grievance. If no settlement is reached within ten (10) working days, the service 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 V: HOLIDAYS

Section 1. The following holidays, with pay, will be observed for all members of the custodial and maintenance 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, Casimir Pulaski Day, Good Friday, Easter Monday (if school is in session, Thursday preceding Good Friday), 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.)

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, as such, will be compensated for at the regular rate of pay.

If any of the above holidays occur when school is in session, compensatory days off will be according to the following schedule:

1. The first compensating day will be the normal workday following Christmas Day.
2. The second compensating day will be the County Institute Day.
3. If a third compensating day is needed, it will be the Wednesday proceeding Easter. (If school is in session the week proceeding Easter, the third compensating day will be the Tuesday following Easter.)

4. If a fourth, fifth, etc. day is needed, the compensating day or days will be made by extending vacation time; arrangements being made through the Superintendent or Superintendent's Designee.

In the event that unforeseen circumstances would prevent these days to be taken as scheduled; compensating days will be determined by the Board.

Section 2. 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 times the regular rate of pay in addition to the holiday pay.

ARTICLE VI: 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 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.

An additional day of vacation shall be granted to an employee in the event a holiday falls during the vacation period of said employee.

Any first year employee whose anniversary date of employment is between January 1 and June 30, inclusive, shall be entitled to vacation as of July 1 at the rate of one-half day of vacation for each full month of service prior to July 1.

Any employee whose anniversary date of employment is between July 1 and December 31 shall be entitled to any vacation benefits accruing on his/her anniversary during the summer of that year.

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 Superintendent or Superintendent's Designee no later than ten (10) working days in advance. His decision as to approval or disapproval of the request shall be final.

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 VII: SICK LEAVE

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

<u>No. Months Worked</u>	<u>No. Days Granted Per Year</u>
12	13

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 and other benefits, such as vacation, holidays, insurance payments, and seniority would be maintained, provided the employee has been 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 building principal upon return to work. Such notice shall include the date and/or dates of absence of the employee. The Principal shall submit written notices of 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 copy to be retained by the employee.~~

Section 4 (Section 3). Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness *or* death in the immediate family. The immediate family, for the purposes of this Section, shall include: parents, spouse, brother, sister, children, grandparents, grandchildren, parents-in-law, brother-in-law, sister-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. When possible, the employee should notify the Building Principal 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 (Section 4). 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. Prior arrangements with the Superintendent or Superintendent’s Designee are required 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-law 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, in writing, and approved by the Superintendent of Schools and shall be deducted from accumulated sick leave.

Section 6 (Section 5). 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 one year.

Section 7 (Section 6). Upon leaving the service of the Unit #10 School District, each employee who has accumulated 630 or more hours of unused earned absence shall receive a benefit equal of 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 3 quarters, payable 7 months prior, 4 months prior and on the final paycheck to the employee if sufficient notice is provided to the School District. 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. 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. 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.

New: Section 7: Annual Sick Leave Buy Back.

An employee who has accumulated more than 299 sick leave days on June 1 of each contract year may request the district to buy back any sick leave days in excess of 299 days at the rate of \$75 per day. To be eligible for the buy back days, the following procedures and limitations shall apply:

- a. The employee must submit a written request for the buy back days to the payroll office no later than June 5 of each contract year.
- b. If the buy back is timely requested, the district will calculate the number of buy back days (sick leave days in excess of 299 as of June 1) x \$75 and deposit the money into a 403(b) deferred compensation account, which account shall be designated by the employee from the approved District list of 403(b) companies. Both parties acknowledge that the employee did not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid by the Board to the 403(b) fund. The employee is responsible for the initial establishment of their 403(b) account prior to funds being deposited to their account.
- c. The Board's contribution to the 403(b) account will be made prior to June 30, the end of the fiscal year, provided the employee has established a 403(b) account. The number of sick leave days turned in for compensation under the buy back procedures will be removed from the employee's accumulated sick leave days.

- d. The compensation for unused sick leave days under this provision shall be limited in an amount to ensure the District is not subject to any IMRF 6% penalty. Accordingly, the number of sick leave buy back days shall be limited to ensure the employee's IMRF creditable earnings in the fiscal year in which the buy back days are paid does not cause the employee's creditable earnings to exceed 6% over the previous year's creditable earnings.
- e. An employee that intends to retire will be eligible for compensation under Article VII, Section 7 or Article VII, Section 8, but not both. If the employee elects to receive compensation for buy back days under Article VII, Section 8, the amount of the buy back days that would cause the employee's creditable earnings to increase more than 6% above his/her previous year's creditable earnings shall be paid to the employee on the 65th calendar day after the employee retires.

ARTICLE VIII: SUBSTITUTES

Section 1. Substitutes will be provided for regular employees who are absent from work. It will be the responsibility of the employee to notify the Superintendent or Superintendent's Designee or his appointed representative at least two (2) hours prior to the starting of his shift, if possible.

Section 2. The rate of pay for a substitute employed on a regular or irregular basis shall be established by the Board of Education. Such employee shall be used only to assist or supplement the regular employees and shall not be permitted to perform the regular duties assigned regular employees except in the case of serving for a regular in his absence.

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 regular custodian rate for all time worked as a substitute, extra, or temporary employee.

ARTICLE IX: GENERAL PROVISIONS

Section 1. An employee working in a higher paid classification on a temporary basis shall be paid the higher rate of pay for all time so worked, after receiving approval from the Superintendent or Superintendent's Designee.

Section 2. Leaves of absence, without pay, may be granted by the Board of Education to employees for legitimate reasons. Such leave shall not be for more than one (1) year, but may be extended upon review and approval by the Board. Seniority will not accrue during leave of absence.

Section 3. Seniority lists will be provided by the Board of Education at the beginning of the fiscal year.

Section 4. Any employee in any other classification in the Unit District shall do no work normally done by employees covered by the Agreement.

Section 5. All regular employees covered by the contract shall be provided with six (6) new uniforms consisting of six (6) shirts/tops and six (6) pants/slacks by the Collinsville School District. Any new employee covered by the contract shall be provided six (6) new uniforms following employment. In November of every other year thereafter, the School District shall furnish five (5) new uniforms to each employee covered by this Agreement, except for those employees who have not been a regular employee for twelve (12) months by November 1. Partial year employees shall receive a pro-rated number based upon the number of months employed by November 1 as compared to twelve (12) months. Employees shall wear said uniforms while on duty. The employee is responsible at his or her cost for the appropriate care, maintenance and replacement of said uniforms.

Section 6. 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. The Board provided insurance shall be for twelve (12) consecutive months.

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 work week 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) hour employee enrolls in the family plan, the Board of Education shall pay an additional \$27.50 per month for dependent coverage.~~

Section 7. 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 Director of Business Affairs prior to the first of the month is 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.

Section 8. 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 9. A job description of all classifications covered by this Agreement will be established through a program of meetings and discussions, the results reduced to writing and made a part of this Agreement. Said descriptions to be informational only and will not exclude any duties required to perform the requirements of the Unit #10 School District.

Section 10. The Board shall grant up to two (2) days personal leave per year at full pay subject to the following conditions:

1. Such leave shall be accumulative up to a maximum of four (4) days but cannot be taken the day before or after a school holiday or vacation.
2. Once an employee has accumulated the maximum of four (4) 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 Superintendent's or Superintendent's Designee stating the reason for the request.
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.

Section 11. Payday shall be every other Friday as established by Board Policy.

Section 12. The mileage reimbursement rate shall be the current IRS rate.

Section 13. 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 the employee.

Section 14. An extra man will be assigned to gymnasium, auditorium, and cafeteria activities for community organizations using school facilities. This does not apply to extracurricular activities. Said man must be on duty in the complex only and does not necessarily have to be restricted to duties in the place of activity.

Section 15. In the absence of the Director of Building and Grounds, custodial personnel of the respective buildings shall be responsible in preventing all unsupervised or unauthorized groups or individuals from using school building facilities with the understanding that they shall call the Principal, Assistant Superintendent, or police if unable to handle the problem without help.

Section 16. 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 316 Service Employee, International Union, calling in ill must present a doctor's excuse at the employee's expense.

Section 17. Due to the fact that the school buildings are used by many organizations not directly connected with school activities, which adds extra work on to the normal schedule of an employee both at night and/or Saturday and Sunday, it is often necessary for employees to work overtime. Such overtime will be authorized only by the Superintendent or Superintendent's designee, but it shall be the responsibility of the Lead Man to schedule such overtime subject to approval by the Superintendent or Superintendent's designee.

Section 18. Should any Article, Section, or Clause of this Agreement be declared illegal by court of competent jurisdiction, by State or said Article, Section, or Clause, as the case may be, shall automatically be terminated from this Agreement.

Section 19. 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 20. 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, Superintendent, Assistant Superintendents, and the Director of Business Affairs.

Section 21. This agreement shall remain in full force and effect from ~~July 1, 2013~~ (July 1, 2016) through ~~June 30, 2014~~ (June 30, 2018). 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.

Section 22. Telephone facilities shall be made available to personnel for their reasonable use for school related business. Efforts will be made to provide public pay phone facilities. Personal calls on school phones, except in emergencies, is discouraged. If a personal long distance toll call is made, this charge must be billed to the employee's home.

Section 23. 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 24. Maintenance employees will be required to take a maintenance test. Employees will be given three opportunities to pass the test within a six month period. All maintenance staff must stay proficient in all areas of maintenance. If these requirements are not met, employee will be placed in a custodial position by the Director of Building and Grounds.

All building light maintenance personnel will be required to successfully pass a building maintenance test.

The subject areas covered on the tests, will be mutually agreed upon by the Administration and Union Executive Board Members.

Section 25. All custodial/maintenance personnel will be evaluated annually by the Director of Building and Grounds.

Section 26. The Director of Building and Grounds will give written notification to any lead-custodial/maintenance personnel that are not fulfilling their job responsibilities. If said individual does not correct the items indicated in written notice within 15 working days, the Director of Building and Grounds will place said individual in a non-lead custodial/maintenance position. The vacant lead-custodial/maintenance position will be posted. Individuals interested in the position must apply in writing. Following the interview process, the individual being removed from the lead position will take the position of the individual chosen for the lead-custodial/maintenance position.

Section 27. 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 28. 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. The employer shall pay such fee to the Union 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 29. The District shall not use volunteers to avoid hiring additional employees. Volunteers may not be used where there are certification requirements, violations 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.

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.

ARTICLE X: CUSTODIAL AND MAINTENANCE SALARY RATES

The parties agree to re-open and mid-term bargain only the salary rates for the 2017-2018 contract year. All other contract provisions shall remain in full force and effect and shall not be subject to mid-term bargaining.

Classification Before July 2003		2015-16 (Old Hire)	2016-17
Regular Custodian	3.4	24.54	24.91
Lead Custodian, Light Maint.	4.1	25.54	25.91
Groundskeeper	4.2	26.00	26.37
Regular Maintenance	4.3	26.83	27.20

Classification After July 2003	Years Experience	2015-16 (New Hire)	2016-17
Regular Custodian (Steps)	1.01	13.18	13.55
	1.02	13.38	13.75
	1.03	13.59	13.96
	1.04	14.09	14.47
	1.05	14.62	15.00
	1.06	15.17	15.55
	1.07	15.74	16.12
	1.08	16.34	16.71
	1.09	16.96	17.34
	1.1	17.60	17.98

Lead Custodian, Light Maint.	2.1	Rate of reg. custodian pay plus addtl. \$1.00/hour
Groundskeeper	2.2	Rate of reg. custodian pay plus addtl. \$1.46/hour
Regular Maintenance	2.3	Rate of reg. custodian pay plus addtl. \$2.29/hour

HVAC Maintenance

~~\$69,018.86 (33.06/hr)~~

\$69,808.79 (\$33.43/hr)

A RIF (reduction in force) substitute in good standing rate is determined by multiplying the regular custodian, Step 1 rate by 75%.

-15-

When a person is initially employed, that person is considered as having one year experience. A person obtains additional years of experience only at the beginning of a school year and must have earned a complete year of experience, i.e., a person must be employed on the first day of a school year to obtain a year of experience.

Persons, who were regularly employed by the Collinsville School District as of June 30, 1989, shall qualify as a Step 4 regular custodian regardless of years of experience. Persons who are hired as regular custodial employees during the period of July 1, 1989, through June 30, 1990, shall be considered as having 3 years experience for 1991-92, 4 years in 1992-93, etc. Persons who were hired as regular custodians during the period of July 1, 1990, through November 6, 1991, shall be considered as having 2 years of experience for 1991-92, 3 years in 1992-93, etc. Persons who are hired as regular custodians effective November 7, 1991, or thereafter, shall begin on Step 1, Year 1.

- NOTES:
1. Effective March 1, 1983, deductions from employees for IMRF shall be placed in a tax sheltered status.
 2. Effective with payrolls beginning April 1, 1985, (May, 1985, coverage) payroll deductions shall be made for family plan insurance. Service Employees Local 316, Custodial and Maintenance Personnel, may elect to have the hourly rate reduced for family plan insurance participants in accordance with the following procedure:

$$\frac{\text{Annual Cost of Family Plan}-\text{Annual Cost of Individual Plan} =}{\text{Annual Allowance under Article IX, Section 7}} \\ 2080 \text{ hours.}$$

In the event Service Employees Local 316, Custodial and Maintenance Personnel, wishes to change from one method to the other as described above, notice must be given to the Superintendent no later than May 1 to be effective July 1. A change can only be made effective July 1.

IN WITNESS WHEREOF, this Agreement is entered into this 29th day of August, 2016 by the Board of Education of Collinsville Community Unit School 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 SCHOOL DISTRICT NO. 10

By _____
President

By _____
Secretary

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 316

By _____
President

By _____
Secretary

By _____
Business Representative

MEMORANDUM OF AGREEMENT

EARLY RETIREMENT INCENTIVE

The Board of Education of Collinsville Community Unit School District No. 10 is offering a onetime early retirement incentive program to the Service Employees International Union, Local 316, Custodial and Maintenance Employees. This retirement program will not be included in the SEIU collective bargaining agreement and, instead, would constitute a one-time Memorandum of Agreement between the Board and SEIU.

- A. The Board shall recognize the service of full-time custodial/maintenance employees who have rendered at least fifteen (15) years of full-time IMRF creditable service to Collinsville Community Unit School District No. 10 and who are eligible to receive regular retirement pension benefits through the Illinois Municipal Retirement System of the State of Illinois.

1. Requirements to Qualify – To be eligible for this benefit, a custodial/maintenance employee must comply with all of the following requirements and limitations:

- a. Must have a minimum of fifteen (15) years of full-time custodial/maintenance employee service in the Collinsville School District at the time the retirement notice is submitted in order to be eligible for this early retirement incentive; and
- b. Must be eligible to retire with IMRF and submit a statement from IMRF confirming retirement eligibility; and
- c. Must submit an irrevocable letter of resignation for retirement. As many as the last three (3) years of an employee's career may be included in the pre-retirement period. An irrevocable letter of resignation establishing the date of retirement will create and determine the length of the pre-retirement period; and
- d. No custodial/maintenance employee may participate in this program unless they have sufficient service credit with the Illinois Municipal Retirement Fund to exempt the employer from the payment of any penalty or other additional amount to the Illinois Municipal Retirement Fund, including but not limited to ERO penalties and payments to fund an custodial/maintenance employee's annuity; and

2. The irrevocable letter of resignation for retirement must be submitted to the Superintendent on or before March 20, 2015 and indicate a retirement date no later than the end of the 2016-2017 school year. The pre-retirement period may be from 1 to 3 years in duration. Employees who file by March 20, 2015 may indicate a retirement date of June 30, 2015, 2016 or 2017. Employees indicating retirement in 2015 will have a pre-retirement period of 1 year. Employees indicating retirement in 2016 will have a pre-retirement period of 2 years. Employees indicating retirement in 2017 will have a pre-retirement period of 3 years.

- B. Total payment due under the Collinsville Retirement Program will be as follows:

One year retirement notice:	\$900
Two year retirement notice:	\$1,800
Three year retirement notice:	\$2,700

C. This retirement program payment may be paid in two forms -1) IMRF creditable earnings and/or 2) a retirement severance payment—and shall be paid according to the following procedures.

1. A calculation will be made comparing the employee's creditable earnings of the immediately previous year with his/her creditable earnings of the year he/she gave notice. If such creditable earnings are less than 106% of his/her creditable earnings of the previous year, that portion of the retirement program payment (\$900) will be paid to the employee as creditable earnings in the last pay period in June, but in no case shall an employee's creditable earnings from any source cause the employee's creditable earnings to exceed 106% of his/her previous year's creditable earnings and the \$900 retirement payment will be reduced in an amount to ensure the custodial/maintenance employee's creditable earnings does not exceed a 6% increase.
2. For each succeeding year of the notice period, a comparison will be made between the employee's creditable earnings of the previous year and the current year. That portion of the program payment up to a maximum of \$900 will be paid to the employee as creditable earnings in the last pay period of June in each subsequent year of the retirement program, but in no case shall an employee's creditable earnings from any source cause the employee's creditable earnings to exceed 106% of his/her previous year's creditable earnings and the \$900 retirement payment will be reduced in an amount to ensure the custodial/maintenance employee's creditable earnings does not exceed a 6% increase.
3. In the event the entire program payment due the employee is not paid as creditable earnings during the notice period, the remaining balance will be paid to the employee as a severance payment. Such payment shall be made on the sixty-fifth day after the employee's last workday and/or receipt of his/her last paycheck, whichever comes last. This severance payment will not be treated as creditable earnings under IMRF.
4. The parties agree that if the state pension statute and/or regulations change in any manner during the term of this contract that would create a penalty or additional cost to the District for offering this retirement program to employees, the parties will re-open and renegotiate this retirement program language.
5. The parties agree that an custodial/maintenance employee who has submitted his/her notice of resignation for retirement purposes, and which was accepted by the Board of Education prior to the date this language is ratified, will be required to retire on the date indicated in his/her retirement notice, but will be eligible for the retirement benefit for the duration of his/her employment. For example, an custodial/maintenance employee that has already submitted a resignation letter to retire at the end of the 2014-2015 school year will be eligible for the one year retirement program payment of \$900 – the custodial/maintenance employee cannot now modify his/her retirement date in order to extend his/her employment to receive additional retirement program payments.

FOR THE BOARD:

Gary A. Piccola

DATE:

15 Dec 2014

FOR THE SEIU:

Ed Walter

DATE:

1-7-15

5.4. Approval of Agreement with Service Employees
International Union, Local 316 Office Employees

**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

2015-16

2016-17

2017-18

COLLINSVILLE COMMUNITY UNIT SCHOOL DISTRICT NO. 10

AGREEMENT BETWEEN THE BOARD OF EDUCATION
AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 316

OFFICE EMPLOYEES

July 1, 2015 2016
Through
June 30, 2016 2018

	Index	Page
	RECOGNITION	1
ARTICLE I	SENIORITY	2
	Section 1: Seniority date	2
	Section 2: (A) Seniority lists	2
	(B) Probationary period	2
	Section 3: Accumulated seniority	2
ARTICLE II	LAYOFF PROCEDURE	3
	Section 1: Layoff procedure	3
ARTICLE III	JOB VACANCIES	5
	Section 1: (A) Vacancy notices	5
	(B) Notification during summer months	5
	(C) Non-Union vacancies	5
	(D) Job disturbance	5
	Section 2: Application for vacancies posted	5
	Section 3: Notification of filling of vacancy	5
	Section 4: Right to appeal	5
	Section 5: Examination & review of test results	5
ARTICLE IV	EXPERIENCE	6
	Section 1: Severance of seniority rights	6
ARTICLE V	HOURS OF WORK	7
	Section 1: Workday and work week	7
	Section 2: Overtime	7
	Section 3: Overtime re: paid absence	7
	Section 4: Prior approval of overtime	7
	Section 5: Minimum hours when report for work	7
	Section 6: Paid lunch break re: overtime	7
	Section 7: Call back to work	7

Index	Page
ARTICLE IV GRIEVANCE PROCEDURE	8
Application of grievance procedure	8
Section 1: Discharge of employees	8
Section 2: Procedure for filing grievances	8
ARTICLE VII WORK YEAR AND HOLIDAYS	
Section 1: Work year for twelve month secretaries	9
Section 2: Work year for ten month secretaries	9
Section 3: Work year for nine and one half month secretaries	9
Section 4: Holidays	9
Section 5: Work on unauthorized holiday	9
ARTICLE VIII VACATIONS	10
ARTICLE IX SICK LEAVE	11
Section 1: Months worked and days graded	11
Section 2: Continual illness or serious injury	11
Section 3: Written notice of absence	11
Section 4: Interpretation of sick leave	11
Section 5: Funeral leave	11
Section 6: Duty connected injury	12
Section 7: Employee benefit for accumulation of unused earned absence	12
ARTICLE X SUBSTITUTE OFFICE HELP	13
Section 1: Rate of pay	13
Section 2: No fringe benefits	13
Section 3: Use of substitutes	13
Section 4: When substitutes will be provided	13
Section 5: No fringe benefits re: temporary subs	13
Section 6: Regular employee substitute	13
ARTICLE XI GENERAL PROVISIONS	14
Section 1: Leave of absence	14
Section 2: No work by other classifications	14
Section 3: Insurance	14
Section 4: Dues deduction	15
Section 5: Pay for required attendance at meetings	15
Section 6: Snow days	15
Section 7: Personal leave	15
Section 8: Pay day	16
Section 9: Jury duty or subpoenaed witness	16
Section 10: Medical examinations	16
Section 11: Summer school employment	16

Index	Page
ARTICLE IX GENERAL PROVISIONS (continued)	16
Section 12: Call back to work – regular employees	16
Section 13: Work as a substitute during Christmas and spring break and summer months	16
Section 14: Temporary employees during layoff	16
Section 15: Transportation	17
Section 16: Legality	17
Section 17: Discrimination	17
Section 18: Interpretation of contract	17
Section 19: Review of secretarial classifications	17
Section 20: Telephone facilities	17
Section 21: Term of agreement	17
Section 22: Strike provision	18
Section 23: Statement of economic interests	18
Section 24: Fair share	18
Section 25: Worker’s compensation	18
Section 26: Volunteerism	18
Section 27: Evaluations	19
 OFFICE EMPLOYEES SALARY RATES	 19

ATTACHMENT:

- Memorandum of Agreement on the Student Registration/Records Secretarial Position
- Memorandum of Agreement – Early Retirement Incentive

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 Chief School Business Official
Secretary to Assistant Superintendent of Human Resources (2)
Secretary to Director of Building and Grounds
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. Current employees, who move/bump into a new position, will have a sixty (60) working day probationary period. The sixty days will start on the first day of working in the new position.
- C. All new employees shall serve a probationary period of six (6) working months.

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. Employees who move into a new position must serve a new probationary period of sixty (60) working days as required under Article I, Section 2.B.

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, 1988, 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 Any employee who is serving a probationary period under Article I, Section 2A or 2B, as applicable, may be discharged prior to completing his/her probationary period and such termination shall not be subject to the grievance procedures. Prior to the termination, a written notice of unsatisfactory performance and a meeting with the supervisor will be held. Any employee that has completed all required probationary periods shall be subject to discharge only for just cause, shall be entitled to a written notice of charges, and shall be entitled to a pre-termination hearing before the Board of Education prior to such discharge. The President of Local 316 will be notified prior to dismissal. Any violation of this Agreement by an employee may be regarded as just 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 sixteen (16) shall be paid holidays.

Section 2 The work year for ten (10) month secretaries shall be 223 days of which fifteen (15) days shall be paid holidays. Ten (10) month secretaries shall work the 180 days included in the school calendar plus a total of 28 days (210 hours) before and/or after the school year. These 28 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 thirteen (13) 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 fourteen (14) days (105 hours) before and/or after the school year. These fourteen (14) 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, Casimir 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

Vacation shall accrue at the following rates for 12-month employees only 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 that 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. When a representative of Local 316 is needed by the District i.e. President, Vice President, Secretary, Bargaining Member or etc. for any reason, the member will be allowed to report during the working day to avoid meeting during the employees personal time unless unavoidable.

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. In the case of inclement weather (snow, ice, flooding or tornado) which makes conditions unsafe for personnel, the district will allow delayed reporting or early departure without the employee being charged with a sick day, personal leave day or vacation day.

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.

Article XI: General Provisions (cont'd.)

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

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 (12 months)
- Middle School Principal Secretary (12 months)
- Director of Special Education & Related Services Secretary
- Accounts Payable Clerk
- Vocational Director Secretary
- Education Center Secretary
- Special Education Bookkeeper

The following positions will be classified as a Secretary Class I, II or III, dependent upon the years of employment, as outlined below.

- Administration Bldg. – Insurance/Activity Funds (12 month)
- Administration Bldg. – Switchboard (12 month)
- Caseyville School (10 month)
- Collinsville High School - Attendance (~~12 month~~ 10 month)
- Collinsville High School – Guidance (12 month)
- Collinsville High School – Main Ofc (10 month)
- Collinsville High School – Main Ofc (12 month)
- Collinsville Middle School (12 month)
- Collinsville Middle School (10 month)
- Dorris Intermediate School (12 month)
- Dorris Intermediate School (10 month)
- Hollywood Heights/ELL (10 month)
- Jefferson School (9 ½ month)
- Kreitner School (10 month)
- Maryville School (10 month)
- Pre-Kindergarten – 3/5 time (9 ½ month)
- Renfro School – 2 positions (10 month)
- Special Education (12 month)

Summit School (9 ½ month)
Student Registration and Records – 2 positions (12 month)
Title 1 (~~12 month~~ 10 month)
Twin Echo School (10 month)
Webster School (10 month)

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, 2015 through June 30, 2016. 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.

The parties agree to re-open and mid-term bargain only the salary rates for the 2017-2018 contract year. All other contract provisions shall remain in full force and effect and shall not be subject to mid-term bargaining.

Class	Step	Years	2015-16	2016-17
I	1		17.14	17.31
	2		17.60	17.78
	3		18.08	18.27
II	1		18.61	18.79
	2		19.17	19.37
	3		19.71	19.90
III	1	1	20.41	20.61
	2	2 & 3	21.11	21.32
	3	4 thru 6	21.81	22.03
	4	7 thru 9	22.51	22.74
	5	10 thru 12	23.21	23.44
	6	13 and over	23.93	24.17
IV	1	1	23.93	24.17
	2	2 & 3	24.46	24.71
	3	4 & 6	25.03	25.28
	4	7 thru 9	25.56	25.82
	5	10 thru 12	26.10	26.36
	6	13 and over	26.64	26.91

This reflects a step plus ~~5%~~ 1% cell raise increase for ~~2015/16~~ 2016/17.

For ~~2015/16~~ 2016/17 School Year: All members will receive a one-time stipend of ~~\$360~~ \$640.53. Members that have maxed out at their top tier (i.e. Class III, Step 6 or Class IV, Step 6) will receive a one-time stipend of ~~\$400~~ \$500 in addition to the one-time stipend of ~~\$360~~ \$640.53

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 each Class, with the exception of school years 2012/13 and 2013/14, in which case the bargaining unit members agreed to a freeze in steps.

In the event a Local 316 Secretarial member is hired in an assignment of a higher class, the person would begin on the first step of the new Class.

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 ____ day of September, 2016 by the Board of Education of Collinsville Community Unit School 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 SCHOOL 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

Rennie Craft

Signed on the 1st day of June, 2011

For the Collinsville Service Employees
International Union, Local 316

Lisa Langenstein
President

MEMORANDUM OF AGREEMENT

EARLY RETIREMENT INCENTIVE

The Board of Education of Collinsville Community Unit School District No. 10 is offering a onetime early retirement incentive program to the Service Employees International Union, Local 316, Office Employees. This retirement program will not be included in the SEIU collective bargaining agreement and, instead, would constitute a one-time Memorandum of Agreement between the Board and SEIU.

A. The Board shall recognize the service of full-time office employees who have rendered at least fifteen (15) years of full-time IMRF creditable service to Collinsville Community Unit School District No. 10 and who are eligible to receive regular retirement pension benefits through the Illinois Municipal Retirement System of the State of Illinois.

1. Requirements to Qualify – To be eligible for this benefit, an office employee must comply with all of the following requirements and limitations:

- a. Must have a minimum of fifteen (15) years of full-time office employee service in the Collinsville School District at the time the retirement notice is submitted in order to be eligible for this early retirement incentive; and
- b. Must be eligible to retire with IMRF and submit a statement from IMRF confirming retirement eligibility; and
- c. Must submit an irrevocable letter of resignation for retirement. As many as the last three (3) years of an employee’s career may be included in the pre-retirement period. An irrevocable letter of resignation establishing the date of retirement will create and determine the length of the pre-retirement period; and
- d. No office employee may participate in this program unless they have sufficient service credit with the Illinois Municipal Retirement Fund to exempt the employer from the payment of any penalty or other additional amount to the Illinois Municipal Retirement Fund, including but not limited to ERO penalties and payments to fund an office employee’s annuity; and

2. The irrevocable letter of resignation for retirement must be submitted to the Superintendent on or before January 9, 2015 and indicate a retirement date no later than the end of the 2016-2017 school year. The pre-retirement period may be from 1 to 3 years in duration. Employees who file by January 9, 2015 may indicate a retirement date of June 30, 2015, 2016 or 2017. Employees indicating retirement in 2015 will have a pre-retirement period of 1 year. Employees indicating retirement in 2016 will have a pre-retirement period of 2 years. Employees indicating retirement in 2017 will have a pre-retirement period of 3 years.

B. Total payment due under the Collinsville Retirement Program will be as follows:

One year retirement notice:	\$900
Two year retirement notice:	\$1,800
Three year retirement notice:	\$2,700

- C. This retirement program payment may be paid in two forms -1) IMRF creditable earnings and/or 2) a retirement severance payment—and shall be paid according to the following procedures.
1. A calculation will be made comparing the employee's creditable earnings of the immediately previous year with his/her creditable earnings of the year he/she gave notice. If such creditable earnings are less than 106% of his/her creditable earnings of the previous year, that portion of the retirement program payment (\$900) will be paid to the employee as creditable earnings in the last pay period in June, but in no case shall an employee's creditable earnings from any source cause the employee's creditable earnings to exceed 106% of his/her previous year's creditable earnings and the \$900 retirement payment will be reduced in an amount to ensure the office employee's creditable earnings does not exceed a 6% increase.
 2. For each succeeding year of the notice period, a comparison will be made between the employee's creditable earnings of the previous year and the current year. That portion of the program payment up to a maximum of \$900 will be paid to the employee as creditable earnings in the last pay period of June in each subsequent year of the retirement program, but in no case shall an employee's creditable earnings from any source cause the employee's creditable earnings to exceed 106% of his/her previous year's creditable earnings and the \$900 retirement payment will be reduced in an amount to ensure the office employee's creditable earnings does not exceed a 6% increase.
 3. In the event the entire program payment due the employee is not paid as creditable earnings during the notice period, the remaining balance will be paid to the employee as a severance payment. Such payment shall be made on the sixty-fifth day after the employee's last workday and/or receipt of his/her last paycheck, whichever comes last. This severance payment will not be treated as creditable earnings under IMRF.
 4. The parties agree that if the state pension statute and/or regulations change in any manner during the term of this contract that would create a penalty or additional cost to the District for offering this retirement program to employees, the parties will re-open and renegotiate this retirement program language.
 5. The parties agree that an office employee who has submitted his/her notice of resignation for retirement purposes, and which was accepted by the Board of Education prior to the date this language is ratified, will be required to retire on the date indicated in his/her retirement notice, but will be eligible for the retirement benefit for the duration of his/her employment. For example, an office employee that has already submitted a resignation letter to retire at the end of the 2014-2015 school year will be eligible for the one year retirement program payment of \$900 – the office employee cannot now modify his/her retirement date in order to extend his/her employment to receive additional retirement program payments.

FOR THE BOARD:



DATE:

11/24/14

FOR THE SEIU:



DATE:

11/24/14

6. **Closed Session**

7. **Personnel**

7.1. Non-Certified Employee Resignations

7.2. Certified Employee Recommendation for
Employment

7.3. Non-Certified Employee Recommendations for
Employment

7.4. Revision for Activity Sponsors at Collinsville
High School

7.5. Consider Approving Employment Contract for
Interim Special Education Director

7.6. Consider Termination of Non-Certified Employee

7.7. Reassignment of Administrator

7.8. Motion to Employ Title I Director

7.9. Motion to Employ Director of Student Services

8. **Adjourn**