

FORMAL CONTRACT

Agreement Between

**The Board of Education of School District #187
Cahokia, Illinois**

And

**The Secretarial Council of
The Cahokia Federation of Teachers, Local 1272
AFL-CIO, IFT/AFT**

JULY 1, 2021 - JUNE 30, 2025

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ARTICLE 1 - RECOGNITION

The Board of Education of the Cahokia Unit School District #187, Cahokia, Illinois (hereinafter referred to as the "Board" or "Employer"), agrees to recognize and does hereby recognize the Secretarial Council of the Cahokia Federation of Teachers, Local 1272, AFL-CIO (hereinafter referred to as the "Union" or the "Council"), as exclusive bargaining agency for all employees employed in the bargaining unit described below.

The District shall not be required to bargain over matters of inherent managerial policy, which shall include such areas of discretion or policy as the functions of the employer, standards of services, its overall budget, the organizational structure and selection of new employees, and direction of employees. The District shall bargain collectively, though, with regard to policy matters directly affecting wages, hours, and terms and conditions of employment as well as the impact thereon upon request by the Union. This agreement represents the complete and full agreement by the parties with respect to wages, hours, and terms and conditions of employment addressed in this agreement.

ARTICLE 2 - BARGAINING UNIT

The bargaining unit shall consist of all employees employed in any of the schools, or offices of the employer, performing any secretarial, clerical, or related functions, and all employees employed as technology staff except as may be specifically excluded under the terms of this Agreement. The term "employee(s)" as used in this agreement shall refer to personnel employed either as secretaries, clerks, or technology staff as defined above.

Secretaries and supervisors excluded from the bargaining unit:

1. Payroll Specialist
2. Secretary to the Superintendent
3. Personnel Secretary for Certified Staff
4. Personnel Secretary for Non-Certified Staff
5. Accounts Payable Specialist
6. Accounts Receivable Specialist
7. Insurance Specialist
8. Purchasing/Operations Secretary

ARTICLE 3 - SECRETARIES AND RELATED PERSONNEL

Secretarial positions are placed in one of five (5) classifications. The classification assignment is determined by the responsibilities delegated to that particular position. The administration, with the approval of the Board of Education, will determine job classification of such personnel.

Class III, ten (10) month positions are all elementary school secretaries, and all high school general office. Class III, twelve (12) month positions are secretaries to the assistant department director, the board building receptionist, substitute caller secretaries, athletic director secretaries, and board building special education secretaries. Class IV, twelve (12) month positions are secretaries to the department directors and high school principal, district registrars, and district department bookkeepers.

All current technology department positions (Network Specialist, Computer Technicians, and Software technicians) are Group III, twelve (12) month employees.

ARTICLE 4 - SALARY SCHEDULE PLACEMENT UPON APPOINTMENT

Upon employment, a secretary shall start at Step 1, in the appropriate classification for the position for which he/she is employed. At the discretion of the administration, technology personnel may be placed on the salary schedule commensurate to his/her experience.

ARTICLE 5 - JOB DESCRIPTIONS

Job descriptions shall be developed and maintained for all positions covered under this contract.

ARTICLE 6 - TESTING

All applicants shall take, and pass, tests to determine proficiency in secretarial and/or general office skills. All such tests shall be administered and supervised by the school district personnel office. Test results shall then become a part of the application. The names of applicants who successfully pass the test will be given to the president of the Secretarial Council.

Applicants for a position in the technology department shall demonstrate proficiency in required skills as described in the job description. Proficiency shall be demonstrated either through a test administered and supervised by the school district personnel office, or through previous work experience or technical training.

ARTICLE 7 - NORMAL WORK DAY (HOURS)

During the school year, the normal workday for school building personnel shall consist of a seven and one-half (7^{1/2}) hour workday, including a thirty (30) minute duty free lunch period.

During the school year, the normal workday for central office and technology personnel shall consist of an eight (8) hour workday, including a one (1) hour duty free lunch period.

During the summer months, all 12 month personnel shall work from 8:00 a.m. to 3:00 p.m., or its equivalent, including a thirty minute duty free lunch period.

ARTICLE 8 - WORK YEAR

10 month employees' work year will coincide with the calendar school year, plus four (4) weeks; three (3) of which will be prior to the opening of school in the fall, and the one (1) remaining week will be at the close of the school year.

12 month employees' work year will coincide with the 11/12 month employees' school calendar.

Holidays

The following shall be observed as legal and board-granted holidays without loss of pay:

1. Martin Luther King, Jr.'s Birthday
2. Presidents' Day
3. Casimir Pulaski's Birthday (this holiday will be observed on the Wednesday before Thanksgiving)
4. Good Friday

5. Memorial Day
6. Juneteenth
7. Independence Day
8. Labor Day
9. Columbus Day
10. Veteran's Day
11. Thanksgiving Day
12. Friday after Thanksgiving
13. December 24 through January 1
14. Other legal school holidays

Whenever a legal holiday falls on Saturday or Sunday, the Friday prior; or Monday following, shall be the school holiday. This shall not apply to the December 24 to January 1 Christmas break.

ARTICLE 9 - TRAINING

When an employee is transferred to a new position, or a new employee is hired, a training period sufficient to learn the new job shall be provided. At the beginning of each school term, the District shall provide each secretary with an updated handbook containing procedures for common duties of secretaries, such as but not limited to skyward/attendance procedures, beginning of the year procedures, and end of the year procedures. The failure to include procedures in a handbook does not excuse a secretary from being responsible to comply with all working rules nor excuse a secretary's failure to perform duties assigned in a satisfactory manner and in the manner prescribed.

ARTICLE 10 - EVALUATIONS

An employee must be informed whenever he/she is being evaluated, and kept informed about the progress of evaluation. Once it is completed, he/she shall be given a written copy of the evaluation, and he/she shall have the right to respond to it in writing. The evaluation and the accompanying response shall be put in his/her personnel record.

ARTICLE 11 - PERSONNEL RECORDS

Employees' official files in the Central Office shall be open to examination by the employee in the presence of the Superintendent or his/her delegate, and all additions to the file which are evaluative in nature shall be initialed by the employee and the Superintendent or his/her delegate.

No official report concerning an employee shall be filed by an administrator unless the employee is sent a dated copy at the same time. The employee shall have the right to submit a response to any evaluative report or statement in the employee's official personnel file. None of the contents in the employee's official file may be removed from the Central Office without the permission of the Superintendent and the employee involved.

ARTICLE 12 - SICK LEAVE

The number of paid sick leave days to which employees are entitled are directly related to the number of months they work during the fiscal year, except that there shall be a minimum of twelve (12) days allowed for a full work year for any position covered under this contract. Nine and one-half (9 $\frac{1}{2}$) and ten (10) month employees shall be granted twelve (12) days of sick leave annually; eleven (11) month employees shall be granted thirteen (13) days

of sick leave annually; and twelve (12) month employees shall be granted fourteen (14) days of sick leave annually.

The sick leave as described in the above paragraph shall be known as the “Annual Allotment”, and shall be awarded consistent with the schedule below.

- 0-19 years of service with the District Annual Allotment

- 20 years of service with the District Annual Allotment (provided the employee has fewer than 121 sick days accumulated at the conclusion of the employee’s 19th year of service with the District)

- 20 years of service with the District 75 days (provided the employee has at least 121 sick days accumulated at the conclusion of the employee’s 19th year of service with the District)

- 21 + years of service with the District Annual Allotment

Any employee covered under this contract who works a partial year shall be entitled to one and one-fifth (1 1/5) days paid sick leave for each month worked. Fifteen calendar days shall constitute a month for this purpose.

All employees covered under this contract shall accumulate sick leave to a maximum of 275 days.

If an individual who has accrued twenty-four (24) or more days of sick leave exhausts all accumulated sick days in a given school year, and returns to work during the school year in which the accumulated sick days were exhausted, that individual will be assured one (1) sick leave day for each month or partial month remaining in the individual’s current work year.

ARTICLE 13 – SICK LEAVE/TARDY ABUSE

This Article applies to sick leave abuses and tardies only. All other failures by the employee to comply with all working rules and failure to perform in a satisfactory manner the duties assigned and in the manner prescribed are governed by Article 16.

Sick leave shall be interpreted to mean personal illness, quarantine at home or serious illness or death in the immediate family or household. The District may require a physician’s certificate as a basis for pay during a leave after an absence of three (3) days for personal illness. The use of sick leave for any purpose other than the above reasons shall be considered an abuse of sick leave.

All employees shall arrive ready to work at the proper and expected date and time. The failure to arrive ready to work at the proper or expected date and time shall be considered a tardy violation of this Article.

Any abuse of the sick leave/tardy policy shall subject the employee to the following discipline:

- 1. First warning written notice
- 2. Second warning three days off without pay
- 3. Third warning five days off without pay
- 4. Fourth warning ten days off without pay
- 5. Fifth warning termination

The Union shall be present for all meetings involving an employee’s progressive discipline under this Article 14 unless the employee requests the Union not be present, and the Union President shall receive copies of all letters.

ARTICLE 14 – PERSONAL BUSINESS DAYS

The superintendent, or his/her designee, shall allow five (5) days of absence per year, (non-accumulative), for conducting business which necessitates the person's presence and/or which cannot be done at another time. This clause is not for personal pleasure, shopping, or recreation. One day's prior notice should be given to the building principal if at all possible.

The words "personal days" shall be sufficient statement of reason when requesting the use of a personal day prior to the use of a personal day. When reporting the use of a personal day as the reason for absence on an absence form, the term personal day shall be sufficient. After the use of a personal day, the purpose of a personal day may only be questioned by the Superintendent or his/her designee if abuse is suspected.

Should an employee who has exhausted all accumulated sick and/or personal days require the use of a personal day(s), that employee may request administrative leave.

Use of personal days before or after a holiday, the last day of school, or on a teachers’ institute day will not be permitted unless approved by the Superintendent or his/her designee.

Unused personal business days shall be converted to accumulated sick leave.

Legally mandated time off such as Jury Duty, Military Service, and time off required by court actions not initiated by the employees shall be granted without loss of pay or benefit days.

All 11 and 12 month employee shall be granted emergency/snow days without loss of pay or benefit days.

ARTICLE 15 – NON-PROBATIONARY DISCHARGE AND SUSPENSION

- a. It is hereby agreed that all members of the Union shall comply with all working rules and perform in a satisfactory manner the duties assigned and in the manner prescribed.
- b. The School Board's appointed representatives, the administrators in charge, shall not suspend employee(s) without just cause.
- c. The following is a list of offenses that warrant termination without placement on the progressive discipline procedure contained in section d of this article:
 - 1. Willfully causing any bodily injury to any person upon the school premises or while working in a

District capacity. District capacity is defined as performing his/her duties during working hours and/or as designated, including during paid breaks. District capacity does not include times outside of working hours or during non-paid breaks. Nothing in the definition of district capacity limits discipline under this provision for bodily injury willfully caused upon school premises.

2. Possession of intoxicants or drugs unless prescribed by physicians, and/or being intoxicated or drugged on school premises. Testing positive for the presence of intoxicants or drugs, unless prescribed by physicians, during any drug/alcohol test. Use of any alcohol or illegal substance is prohibited. (Drug policy is based upon School District Policy.) Any employee found in possession of drugs or alcohol prohibited by board policy or under the influence of drugs or alcohol shall be subject to disciplinary action, up to and including termination.

No alcohol or illegal substance is permitted at any school or on any district property, or school buses, or at organized student activities, at any time or under any circumstances by any employee. The school district will discipline employees for the possession, use or distribution of illicit drugs or alcohol on its property or at its activities. Any employee who is present in the work place while showing signs of being under the influence of alcohol or any illicit substance will be subject to immediate alcohol/drug testing.

3. Stealing school property, money, financial compensation, or property of others.
4. Willful destruction of school property or damage to school property because of gross carelessness and neglect, or not following instructions pertaining to the care and operation of such property and equipment.
5. Being willfully insubordinate.
6. Sleeping on the job when it endangers life, poses a risk of bodily harm, and/or poses a danger to property.
7. The use of abusive or threatening language, or action toward the foreman, supervisor, or other employees, guests, parents, guardian or other visitors upon the school premises. If the basis of enforcement of this provision is for abusive or threatening language toward a guest, parent, guardian or other visitor upon school premise then the occurrence must be witnessed by an administrator or supervisor or be substantiated by more than one employee.
8. Any employee who leaves a job during regular employment hours without consent of the immediate supervisor, unless the departure was caused by an emergency.
9. Use of school vehicles, machines, tools, etc., for personal or private use without the proper approval of the superintendent of schools or his/her designated representative.
10. Job abandonment. Job abandonment occurs when an employee who has exhausted all sick leave and personal leave and does not report to work and has not received approval from the Superintendent or his/her designee for additional leave days without pay. Approval may be granted after the absence occurs. When an employee has five or less available sick leave days the employee in his/her sole discretion may convert any unused vacation leave to sick leave. The employee may exercise this right to convert unused vacation leave to sick leave on one occasion

per contract/fiscal year, which is the period July 1st through June 30th.

- d. For any offense that does not result in termination, these offenses include all failures by the employee to comply with all working rules and failure to perform in a satisfactory manner the duties assigned and in the manner prescribed other than offenses covered by Article 14, the following progressive discipline procedure shall be followed.

Progressive Discipline Procedure

- 1. First warning written notice
- 2. Second warning.....three days off without pay
- 3. Third warning..... five days off without pay
- 4. Fourth warning.....ten days off without pay
- 5. Fifth warning..... termination

Once an employee on the progressive discipline procedure's performance has been satisfactory for one (1) year, that employee shall be removed from the progressive discipline procedure, and the incident or incidents that precipitated the progressive discipline shall not be used as basis for future discipline. However, a copy of all written letters of warning or reprimand shall remain in the employees' personnel file.

The Union shall be present for all meetings involving an employee's progressive discipline unless the employee requests the Union not be present, and the Union President shall receive copies of all letters.

- e. The discharge of an employee will be handled in the following manner:

The administration shall arrange a hearing in front of the Personnel Committee of the Board of Education or the full Board of Education at mutually agreeable date and time. If a hearing takes place before the Personnel Committee then the Personnel Committee will then make a recommendation to the full Board. Any employee who has a pending discharge hearing will be suspended pending the final decision of the Board.

- f. If an employee commits an offense listed in paragraph c 1-10 of this Article the Board may, in its sole discretion, elect not to terminate the employee. If the Board decides not to terminate an employee for the commitment of an offense listed in paragraph c 1-10 of this Article, the Board may place the employee on any step of the progressive discipline procedure outlined in paragraph d of this Article. If an employee is placed on the progressive discipline procedure in lieu of termination for the commitment of an offense listed in paragraph c 1-10 of this Article, any subsequent failure by the employee to comply with all working rules and failure to perform in a satisfactory manner the duties assigned and in the manner prescribed will result in the employee's progression on the progressive discipline schedule as contained in paragraph d above, except for offenses covered by Article 14. Nothing in this paragraph f shall constitute a waiver by the Board that the offenses listed in paragraph c 1-10 of this Article constitute cause for immediate termination without placement on the progressive discipline schedule in paragraph d of this Article. The Board's exercise of its rights under this paragraph f cannot be used as a past practice.

ARTICLE 16 – HEALTH AND LIFE INSURANCE

- A. The parties agree to the following for health insurance benefits:
 - (a) The Board of Education agrees to pay up to and no greater than \$7,979.00 annually towards the health insurance premium cost for the individual/single employee coverage. The employee will be responsible to pay any health insurance premium cost for the individual/single employee coverage in excess of \$7,979.00 annually.
 - (b) The Board of Education agrees to pay up to and no greater than \$3,692.00 annually towards the health insurance premium costs for family/dependents coverage. The employee will be responsible to pay any health insurance premium cost for family/dependents coverage in excess of \$3,692.00 annually.
- B. The parties agree to the following for dental insurance benefits: The Board of Education agrees to pay the full dental insurance premiums for the group dental plan. The Board will pay 50% of the premium cost for the group dental plan for dependents. The employee will pay the difference.
- C. While an employee covered by this contract is on disability leave, the district shall pay the employee's insurance premium for the first six (6) months of disability.
- D. The parties agree to the following for life insurance benefits: The Board of Education agrees to pay the full life insurance premiums for the employee up to a policy worth \$10,000.00.

ARTICLE 17 – INSURANCE AT RETIREMENT

An employee or related personnel who retires and has attained eligibility for IMRF may continue the group insurance provided that:

- 1. The employee has been in service with the employer for at least twelve (12) consecutive years.
- 2. The employee has made application for retirement benefits from either the Illinois Teachers' Retirement Board, or the Illinois Municipal Retirement Fund.
- 3. The employee agrees to pay the total premium for the insurance company.

ARTICLE 18 - LEAVES OF ABSENCE

For just reasons, and conditions being permissible, employees may be granted leaves of absence without pay for up to one (1) year, with the privilege of one renewal, upon approval of the Board of Education. The Board shall not withhold the privilege of leave of absence except for just cause.

Upon returning from a leave of absence, the employee shall be placed in her previous job or a job in the same salary classification.

ARTICLE 19 - VACATION

12 Month Employees

All employees employed on a twelve month basis shall receive vacation according to the following formula.

- a) Employees who have been employed on a twelve month basis for six (6) years or less shall earn ten (10) days of vacation, which will be awarded on July 1. After completion of their probationary period, new employee will receive a prorated number of vacation days based on the amount of time they will work during that contract/fiscal year, not to exceed ten (10) days. An employee who works two (2) quarters or more during their first contract/fiscal year of employment shall receive a full year of credit for this fractional year in the following years.
- b) Employees who have been employed on a twelve month basis for more than six (6) years, but less than fourteen (14) years, shall earn fifteen (15) vacation days, which will be awarded on July 1.
- c) Employees who have been employed on a twelve month basis for fourteen (14) years or more shall earn twenty (20) vacation days, which will be awarded on July 1.

All vacation days earned during a contract/fiscal year must be used by the end of the contract/fiscal year (June 30). At that time, any unused vacation days shall be converted to sick days.

Employees assigned to a school building may take no more than two (2) weeks' vacation during the school year when students are in attendance. A conscious effort will be made by the employee in choosing his/her vacation time to avoid particular problem periods in his/her respective position. All vacation must be approved by an employee's supervisor and/or the Superintendent before vacation may be used.

After a written request for vacation is submitted to his/her supervisor and the Superintendent ten (10) working days in advance, if an employee's request for vacation is denied, that employee may be reimbursed the cash value of a maximum of five (5) vacation days. The reimbursement will be paid at the end of the second quarter of the following contract/fiscal year. Reimbursement will be calculated using the daily rate of pay for the work year in which the vacation was earned. The week before and the first two weeks of each school year, as well as the last two weeks and the week following the school year shall be excluded from the times for which cash reimbursement may be earned for denied vacation.

Employment in the district in any capacity other than secretarial or technology staff member does not apply to this article.

Non-12 Month Employees

All employees employed for the calendar school year plus four (4) weeks, who have worked for the school district as a secretary or technology staff member from one (1) to seven (7) years prior to June 30, shall be entitled to one (1) week compensatory pay in lieu of vacation. The compensatory pay for the above shall be based on the employee's current salary. If the employee has worked as a secretary or technology staff member for the school district more than seven (7) full years, he/she shall be entitled to two (2) weeks compensatory pay in lieu of vacation. The compensatory pay for this shall be based on the employee's current salary.

For those employees who have worked fewer than ten (10) months prior to June 30, the vacation pay shall be pro-rated on the basis of one-half (1/2) day per months worked, up to a maximum of five (5) days. Fifteen (15) days shall constitute a month for this purpose.

All employees employed on an eleven (11) month basis who have worked for the school district from one (1) to seven (7) years prior to June 30, shall be entitled to one (1) week compensatory pay in lieu of vacation. If they have worked for the school district as a secretary or technology staff member more than seven (7) full years, they shall be entitled to two (2) weeks compensatory pay in lieu of vacation, based on the current salary. For those employees who have worked fewer than eleven (11) months prior to June 30, the vacation pay shall be pro-rated on the basis of one-half (1/2) day per month worked up to a maximum of five (5) days. Fifteen calendar days shall constitute a month for this purpose. The compensatory pay for the above shall be based on the employees' current salary.

Compensatory pay in lieu of vacation shall in no case exceed the equivalent of two (2) weeks pay, based on the current salary of the individual.

Elementary clerks shall be entitled to one (1) week compensatory pay in lieu of vacation, based on the employee's current salary, provided the individual has worked at least nine (9) months prior to June 30. Fifteen (15) calendar days shall constitute a month for this purpose.

Employment in the district in any capacity other than secretarial or technology staff does not apply to this article.

ARTICLE 20 - SENIORITY

- a. Seniority shall be the length of service as determined by the date of employment of the individual as recorded in official Board minutes. In the case of two or more individuals having the same date of employment, the individual having the earliest beginning date of actual work shall be determined to have the most seniority. In the event a tie still exists, the order in which the individuals' names appear on the Board minutes shall be the determining factor. Names of new hires shall be listed in alphabetical order in the Board minutes. If a bargaining unit member takes a non-bargaining unit confidential secretarial position, that employee will cease to have union seniority under this Article.

By November 1st, separate seniority lists by category of positions shall be compiled and updated by the administration after consultation with the Union. The District shall provide copies of the separate seniority lists to the Union President and Council President and shall post the seniority list.

- b. The honorable dismissal and corresponding recall rights of non-certified employees shall be controlled by 105 ILCS 5/10-23.5.

In all cases of reduction in force of secretaries or technology personnel covered by this contract, the secretary(ies) or technology personnel with the least seniority will be laid off first.

- c. For purposes of a reduction in force, the following are separate job classifications pursuant to 105 ILCS 5/10-23.5.
- Secretarial
 - Software Technician
 - Network Specialist
 - Computer Technician

All other references to job classifications, classes of positions, categories of positions in all other Articles and/or provisions of this Agreement have no effect on job classifications for reduction in force purposes.

- d. Both the decision and the impact of the decision to honorably dismiss non-certified staff members shall be bargained. The intention of the parties is that bargaining obligations which are vested in the parties by law shall not be increased or decreased by reason of the enforcement of this provision.

ARTICLE 21 - VACANCY

A vacancy is defined as a union position newly created or resulting from a death, dismissal for cause, resignation, retirement, or successful bid or appointment to another position.

Within five (5) working days of the notification of a vacancy, the Superintendent of School, or his/her designee, will post notice of the vacancy. Any vacancy will have a job description prior to being posted. Once a vacancy is posted for bid, the qualifications, classifications or duties cannot be changed. All secretaries will then have the opportunity to bid in writing for the position within five (5) working days from the date of the posting. All bids shall be sealed until after the expiration of the posting period. Award of bids shall be based on qualifications and seniority. Any position for which no bid is received shall become an open position to be filled by qualified applicants.

Persons moving to a new position shall serve an eighty (80) working day probationary period. If it can be proven that the secretary cannot do the work required in this new position before the first eighty (80) working days the employee is in the new position he/she shall revert to his/her previous position and the position will be re-bid.

All new secretarial and technology employees shall be required to serve a probationary period for the first eighty (80) working days of employment of the new employee. During the probationary period, employees may be dismissed without respect to seniority. No employees shall be required to serve a second probationary period unless their continuous employment has been interrupted by five or more years.

Vacancies in the technology department will be handled in the same manner as secretarial vacancies. However, the bidding rights within each group shall not cross into the other unless any personnel has bidding rights into the other group by virtue of existing seniority in said group.

All current secretaries shall have the right to make written application for vacancies occurring in the non-bargaining unit positions designated in Article 2. All secretaries interested in such vacancies shall submit an application for each position desired.

ARTICLE 22 - OVERTIME

All work performed outside the regular hours of work shall be paid for at the rate of time and one-half of the regular rate of wages.

Overtime shall be worked only when the immediate supervisor finds it necessary. In all cases where overtime or call-in is required, the employee assigned to that position shall be given the first opportunity to work. If there is a need for additional overtime, the selection shall be made from the employees assigned to that department. If the overtime cannot be filled in this manner, it should be filled with the senior qualified employee in the building where the overtime occurs.

Employees who wish to take compensatory time instead of overtime pay may do so in the following manner:

1. More than 35 and up to 40 hours per week shall qualify for compensatory time at straight time for all hours in excess of 35 hours per week.
2. More than forty hours per week shall qualify for compensatory time at the rate of time and one-half for all hours worked in excess of forty hours per week.
3. All employees shall use the overtime report sheet and mark it either "compensatory time" or "overtime pay".

ARTICLE 23 – ATTENDANCE INCENTIVE

Employees shall be eligible for an attendance bonus based on the following:

No sick or personal days missed	-	\$300.00
One sick or personal day missed	-	\$200.00
Two sick or personal days missed	-	\$100.00

Members eligible for this bonus shall be paid by check no later than the June paycheck of the year the bonus was earned.

ARTICLE 24 - PAYROLL PROCEDURES

All employees to be paid in 12 equal pays.

Employees who are paid on a September-to-August pay schedule, and who give a one year notice of their intent to retire, shall receive all of their earned compensation prior to termination as adjustments to not fewer than their last four monthly checks.

ARTICLE 25 - CONTINUING EDUCATION STIPEND

Employees earning college hours are to be reimbursed the cost of tuition, books and fees up to two hundred dollars (\$200) for each academic quarter, or three hundred dollars (\$300), for each academic semester. Courses shall be submitted for pre-approval to the Superintendent. Pre-approval shall be contingent upon meeting the following minimum qualifications. Reimbursement for hours shall be limited to courses which meet one or more of the following minimum qualifications.

1. The course maintains or improves skills required for the employee's job.
2. The course prepares the employee to work in another job area.
3. The course prepares one for advancement.

Requests for reimbursements under the Continuing Education Stipend provision must be submitted for payment no later than three (3) months following the close of any quarter or semester.

Payment of Continuing Education Stipend requests shall be made within ten (10) working days after submission to and approval by the Board of Education. Total annual expenditure for same shall not exceed five thousand dollars (\$5,000.00) for 2012-2013, five thousand dollars (\$5,000) for 2013-2014, and five thousand dollars (\$5,000) for 2014-2015.

ARTICLE 26 - GRIEVANCE PROCEDURE

Definition: A grievance shall mean a claim that there has been a violation, misinterpretation, or misapplication of the provisions of this agreement or established Board policy. The Union as an organization shall not initiate a grievance.

General Provisions:

1. No employee at any stage of the Grievance Procedure will be required to meet with any administrator or supervisor without a Union representative.
2. In all steps of the Grievance Procedure, when it becomes necessary for individuals to be involved during work hours, they shall be excused with pay for that purpose.
3. If a grievance arises from the action of an authority higher than the principal of the school, the Union may present such a grievance at the appropriate steps of the grievance procedure.
4. If a grievance is of such a nature as to require immediate action in such as may be necessary in transfer cases, the person acting for the Union may appeal immediately to the office or person empowered to act, and said office or person will resolve the matter jointly with the Union representative. If the matter is not satisfactorily resolved, it may be appealed through the grievance procedure beginning with Step 3.
5. An employee who participates in the Grievance Procedure shall not be subject to disciplinary action or reprisal because of such participation.
6. The employee and his/her Union representative have the right to be present at all hearings and meetings concerning his/her grievance.
7. All parties shall have copies of all written testimony and all materials submitted by other parties concerned in the grievance.
8. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit lodging and appeal at the next step of this procedure within the time allotted had the decision been given.
9. In any instance where the Union is not representing the grievant, the administrator or supervisor receiving the grievance or making the decision shall notify the Union in writing of all meetings, hearing and resolution at any level. The Union may appeal any decision which would seem either to violate any terms of the Agreement or to affect working conditions of the employees in the bargaining unit.
10. Conferences held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.

11. Unless otherwise stated all references to days shall mean school days, except that between the end of the school year in June and the beginning of the next school year, days shall mean days when the district's business offices are open.
12. All time limits may be extended by mutual agreement between the parties.
13. No materials relevant to grievances shall be inserted in the employee's official Board file unless requested by the employee.
14. Grievances must be filed in writing within six (6) months of the occurrence of the event that created the alleged violation.

Procedure for Adjustment of Grievance

Informal Conference:

A complaint shall first be discussed with the object of resolving the matter informally.

Written Grievance:

Step One:

In the event the matter is not resolved informally, the grievant or the Union shall present a written statement on an official grievance form of the alleged violation to the principal or other appropriate supervisor. The principal shall, within ten (10) school days of the receipt of the grievance, confer with the grievant and/or his/her Union representative to try to resolve the grievance. Within ten (10) school days after the completion of the conference, the principal shall give his/her written decision. A copy of the decision shall be given to the Union.

Step Two:

In the event the grievance has not been resolved in the first step, the Union or the grievant may file an appeal to the Superintendent or his/her designee. The appeal shall be made within ten (10) school days after the receipt of the principal's decision. Within ten (10) school days of the receipt of the appeal, the Superintendent or his/her designee shall confer with the Union and grievant in an effort to resolve the grievance. The Superintendent, within ten (10) school days following the conference, shall file his/her written decision with the grievant and the Union.

Step Three:

In the event the grievance has not been resolved in the second step, the Union or grievant may submit a written appeal to the Board of Education. Such appeal shall be made within thirty (30) school days after receipt of the Superintendent's decision. No later than thirty (30) school days after receiving the appeal, the Board shall hold a hearing on the grievance. Within fifteen (15) school days after the hearing, the Board shall communicate its decision in writing, and state its reasons, if requested, to the Union and the grievant.

Step Four:

Within thirty (30) school days after receiving the decision of the Board, the Union may submit the grievance to binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA). The arbitrator shall follow the standard rules of the AAA and his/her decision shall be binding for all parties. Expenses for the arbitration services shall be borne equally by the Board and the Union.

ARTICLE 27 - ASSISTANCE IN LEGAL CASES

Employees shall have Board of Education assistance in any unprovoked assault case which occurs on school property or during a school-related activity. This assistance shall consist of:

1. Notifying the proper authority in behalf of the employee.
2. Providing any legal assistance necessary by the Board attorney.
3. Acting in all ways in behalf of, and for the protection of, the employee's legal rights including legal representation.
4. If, in the event a Union attorney is provided, the Board is not relieved of any of the above-mentioned obligations.
5. The Board shall pay no fees except for the Board appointed attorney.
6. Any student involved in the assault and battery of an employee shall be immediately removed from the situation by the administrator in charge, and an investigation initiated.

ARTICLE 28 - UNION BUSINESS

The Council president or a designated representative shall be allowed five days off if needed, to take care of Union business with the understanding that the Union will pay a substitute's salary for all such days, if a substitute is used.

Whenever a member of Local 1272 attends a meeting of his/her organization during the shift he/she is working, it would be deemed impractical for him/her to make up the time consumed by speeding up his/her work. Rather, he/she shall extend the time worked within the employee's next five (5) work days by the number of hours consumed in going to and from the meeting, plus time spent at the meeting.

ARTICLE 29 - RETIREMENT SEVERANCE

Section 1 – Eligibility Requirements

- A. On the effective date of retirement, the employee must be between the ages of fifty-five (55) and sixty-five (65) years and eligible to receive a retirement annuity from IMRF.
- B. On the effective date of retirement, the employee must have been employed by the District for twelve (12) consecutive years.
- C. The employee must notify the Superintendent, or his/her designee, in writing up to five (5) contract/fiscal years, but no later than May 1 of the fiscal year in which retirement becomes effective.

- D. The employee must fulfill the contract year(s).
- E. In order to be eligible to receive a retirement severance, an employee must retire no later than the first year he/she is eligible to receive a non-discounted retirement annuity from IMRF.
- F. The employee shall be entitled to all rights and privileges of a retiree under applicable laws, policies, and provisions of the District.

Section 2 – Severance Payment Procedure

- A. After the Board's acceptance of the notice of the employee's irrevocable intent to retire, eligible employees shall receive a severance equal to 6% increase of the employee's previous year's base salary, and subsequent year(s) up to a total of five (5) years. For purposes of the calculation of the severance, "employee's base salary" shall be the employee's base salary only, and does not include extra-curricular sponsorships, coaching, stipends, or any other earnings deemed as creditable earnings by IMRF. An example of the calculation of the severance package is attached to this Agreement as ERI Example #1.
- B. The severance may be payable at the discretion of the employee as follows:
 - i. The employee can elect to take equal annual installments of the severance.
 - ii. The employee can elect to take the entire amount or a specified amount of the severance post-retirement.
 - iii. The employee can elect to receive an annual payment of the severance in each of the last five years of employment. This election shall be made no later than June 1st of each year in which the employee is eligible for such payment.
 - iv. If the employee fails to make an election by June 1st, then the severance payment will be divided by the number of years' notice given and paid in equal annual installments in each of the years prior to the employee's retirement.
 - v. All payments contained in this Section 2(B) are subject to the provisions contain in Section 2(C).
- C. Notwithstanding Section 2(A) and 2(B) of this Article, any portion of the severance that would cause the employee's creditable earnings to exceed 6% over the previous year's creditable earnings shall be held and paid post-retirement in a lump sum in the second month following receipt of the employee's last pay check in the employee's year of retirement. Please note that this 6% maximum increase includes base salary as well as additional creditable earnings from activities including but not limited to extra-curricular sponsorships, coaching, and any other earnings deemed as creditable earnings by TRS.

Section 3 – Additional Considerations

- A. In the event that an employee is promoted to a position that allows for a wage increase in excess of 6% without a penalty to the District, then the employee may elect to either (a) forfeit their remaining lump sum retirement incentive and accept the salary for the employee in the promotion position, or (b) continue

receiving their pre-promotion salary and continue their eligibility for the lump sum retirement incentive under the new position for the remaining years until retirement. The acceptance of a promotion does not change the date of retirement. No salary increase is permitted if it results in financial and/or actuarial penalty or liabilities of any kind to the District from IMRF. An example of this paragraph is attached to this Agreement as ERI Example #2.

- B. In the event an employee bids or otherwise voluntarily elects to take a position with a lower base salary than the position the employee held during the previous contract/fiscal year, then the lump sum retirement severance of the employee will be recalculated based upon the base salary for the position that he/she elects to take and will be computed by taking the base salary that the employee would have earned the previous contract/fiscal year. An example of this paragraph is attached to this Agreement as ERI Example #3.
- C. In the event that the applicable law is changed, then the retirement severance in this article shall comply with the then state of the applicable law so that the District incurs no financial and/or actuarial penalties or liabilities of any kind from IMRF. This includes any employee who has exercised his/her rights under this early retirement incentive prior to the change in the applicable law.
- D. An employee who applies for this benefit during the term of this agreement shall be eligible to receive the benefits of this provision even after the termination date of this agreement. In addition, any employee currently in a District early retirement plan may convert to this lump sum retirement plan if they choose.

ARTICLE 30 - ILLINOIS MUNICIPAL RETIREMENT FUND

The Board of Education shall pay and deduct from the salary of the IMRF eligible employee, all employee contribution amounts required to be paid by the employee to the Illinois Municipal Retirement Fund as tax sheltered monies.

ARTICLE 31 - DEDUCTIONS

The District shall honor all employees' individual authorized deductions forms consistent with State and Federal Law.

In regards to deductions related to Union dues, fees, or assessments, ("Union Deductions"), the District shall honor all employees' individually authorized Union Deduction forms. The District shall not be liable for any errors or omissions in complying with Union Deductions. The Union shall indemnify and hold harmless the District, its Board of Education, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of complying with the Union Deduction provisions of this article, or in reliance on any list, notice, certification, affidavit, or reassignment furnished under any such provisions.

ARTICLE 32 - NO STRIKE CLAUSE

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

ARTICLE 33 - MILEAGE REIMBURSEMENT

All bargaining unit members driving personal vehicles for approved district business shall be reimbursed for mileage at the Federal Mileage Reimbursement Rate. If the Federal Mileage Reimbursement Rate increases, the district mileage reimbursement rate will increase by the Federal Mileage Reimbursement Rate increase or \$0.03 per mile, whichever is less. If the Federal Mileage Reimbursement Rate increase is greater than \$0.03 per mile resulting in the District mileage reimbursement rate to be less than the Federal Mileage Reimbursement Rate then the district mileage reimbursement rate will be increased \$0.03 per mile each year until the rate reaches the Federal Mileage Reimbursement Rate.

ARTICLE 34 - SEVERABILITY

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

TERM OF AGREEMENT

This salary agreement and formal contract shall be effective from July 1, 2021 through June 30, 2025.

2021-2022 SECRETARY SALARY SCHEDULE

	CLASS II 12 MONTHS	CLASS III 10 MONTHS	CLASS III 12 MONTHS	CLASS IV 12 MONTH	CLASS V 12 MONTHS
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Step 1	\$35,562	\$30,672	\$36,806	\$38,056	\$39,184
Step 2	\$36,545	\$31,571	\$37,884	\$39,136	\$40,288
Step 3	\$37,528	\$32,470	\$38,962	\$40,216	\$41,392
Step 4	\$38,511	\$33,369	\$40,040	\$41,296	\$42,496
Step 5	\$39,494	\$34,268	\$41,118	\$42,376	\$43,600
Step 6	\$40,477	\$35,167	\$42,196	\$43,456	\$44,704
Step 7	\$41,460	\$36,066	\$43,274	\$44,536	\$45,808
Step 8	\$42,443	\$36,965	\$44,352	\$45,616	\$46,912
Step 9	\$43,426	\$37,864	\$45,430	\$46,696	\$48,016
Step 10	\$44,409	\$38,763	\$46,508	\$47,776	\$49,120
Step 11	\$45,392	\$39,662	\$47,586	\$48,856	\$50,224
Step 12	\$46,375	\$40,561	\$48,664	\$49,936	\$51,328
Step 13	\$47,358	\$41,460	\$49,742	\$51,016	\$52,432
Step 14	\$48,341	\$42,359	\$50,820	\$52,096	\$53,536
Step 15	\$49,324	\$43,258	\$51,898	\$53,176	\$54,640
Step 16	\$50,307	\$44,157	\$52,976	\$54,256	\$55,744
Step 17	\$51,290	\$45,056	\$54,054	\$55,336	\$56,848
Step 18	\$52,273	\$45,955	\$55,132	\$56,416	\$57,952
Step 19	\$53,256	\$46,854	\$56,210	\$57,496	\$59,056
Step 20	\$54,239	\$47,753	\$57,288	\$58,576	\$60,160

Step Cost	\$983	\$899	\$1,078	\$1,080	\$1,104
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Raise Amount	\$782	\$675	\$809	\$837	\$863
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Top Step Non-Pipeline Stipend	\$983	\$899	\$1,000	\$1,000	\$1,000
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2022-2023 SECRETARY SALARY SCHEDULE

	CLASS II 12 MONTHS	CLASS III 10 MONTHS	CLASS III 12 MONTHS	CLASS IV 12 MONTH	CLASS V 12 MONTHS
Step 1	\$36,363	\$31,362	\$37,635	\$38,912	\$40,065
Step 2	\$37,346	\$32,261	\$38,713	\$39,992	\$41,169
Step 3	\$38,329	\$33,160	\$39,791	\$41,072	\$42,273
Step 4	\$39,312	\$34,059	\$40,869	\$42,152	\$43,377
Step 5	\$40,295	\$34,958	\$41,947	\$43,232	\$44,481
Step 6	\$41,278	\$35,857	\$43,025	\$44,312	\$45,585
Step 7	\$42,261	\$36,756	\$44,103	\$45,392	\$46,689
Step 8	\$43,244	\$37,655	\$45,181	\$46,472	\$47,793
Step 9	\$44,227	\$38,554	\$46,259	\$47,552	\$48,897
Step 10	\$45,210	\$39,453	\$47,337	\$48,632	\$50,001
Step 11	\$46,193	\$40,352	\$48,415	\$49,712	\$51,105
Step 12	\$47,176	\$41,251	\$49,493	\$50,792	\$52,209
Step 13	\$48,159	\$42,150	\$50,571	\$51,872	\$53,313
Step 14	\$49,142	\$43,049	\$51,649	\$52,952	\$54,417
Step 15	\$50,125	\$43,948	\$52,727	\$54,032	\$55,521
Step 16	\$51,108	\$44,847	\$53,805	\$55,112	\$56,625
Step 17	\$52,091	\$45,746	\$54,883	\$56,192	\$57,729
Step 18	\$53,074	\$46,645	\$55,961	\$57,272	\$58,833
Step 19	\$54,057	\$47,544	\$57,039	\$58,352	\$59,937
Step 20	\$55,040	\$48,443	\$58,117	\$59,432	\$61,041
Step Cost	\$983	\$899	\$1,078	\$1,080	\$1,104
Raise Amount	\$801	\$690	\$829	\$856	\$881
Top Step Non- Pipeline Stipend	\$983	\$899	\$1,000	\$1,000	\$1,000

2023-2024 SECRETARY SALARY SCHEDULE

	CLASS II 12 MONTHS	CLASS III 10 MONTHS	CLASS III 12 MONTHS	CLASS IV 12 MONTH	CLASS V 12 MONTHS
Step 1	\$37,181	\$32,068	\$38,481	\$39,788	\$40,967
Step 2	\$38,164	\$32,967	\$39,559	\$40,868	\$42,071
Step 3	\$39,147	\$33,866	\$40,637	\$41,948	\$43,175
Step 4	\$40,130	\$34,765	\$41,715	\$43,028	\$44,279
Step 5	\$41,113	\$35,664	\$42,793	\$44,108	\$45,383
Step 6	\$42,096	\$36,563	\$43,871	\$45,188	\$46,487
Step 7	\$43,079	\$37,462	\$44,949	\$46,268	\$47,591
Step 8	\$44,062	\$38,361	\$46,027	\$47,348	\$48,695
Step 9	\$45,045	\$39,260	\$47,105	\$48,428	\$49,799
Step 10	\$46,028	\$40,159	\$48,183	\$49,508	\$50,903
Step 11	\$47,011	\$41,058	\$49,261	\$50,588	\$52,007
Step 12	\$47,994	\$41,957	\$50,339	\$51,668	\$53,111
Step 13	\$48,977	\$42,856	\$51,417	\$52,748	\$54,215
Step 14	\$49,960	\$43,755	\$52,495	\$53,828	\$55,319
Step 15	\$50,943	\$44,654	\$53,573	\$54,908	\$56,423
Step 16	\$51,926	\$45,553	\$54,651	\$55,988	\$57,527
Step 17	\$52,909	\$46,452	\$55,729	\$57,068	\$58,631
Step 18	\$53,892	\$47,351	\$56,807	\$58,148	\$59,735
Step 19	\$54,875	\$48,250	\$57,885	\$59,228	\$60,839
Step 20	\$55,858	\$49,149	\$58,963	\$60,308	\$61,943
Step Cost	\$983	\$899	\$1,078	\$1,080	\$1,104
Raise Amount	\$818	\$706	\$846	\$876	\$902
Top Step Non-Pipeline Stipend	\$983	\$899	\$1,000	\$1,000	\$1,000

2024-2025 SECRETARY SALARY SCHEDULE

	CLASS II 12 MONTHS	CLASS III 10 MONTHS	CLASS III 12 MONTHS	CLASS IV 12 MONTH	CLASS V 12 MONTHS
Step 1	\$38,017	\$32,790	\$39,347	\$40,683	\$41,889
Step 2	\$39,000	\$33,689	\$40,425	\$41,763	\$42,993
Step 3	\$39,983	\$34,588	\$41,503	\$42,843	\$44,097
Step 4	\$40,966	\$35,487	\$42,581	\$43,923	\$45,201
Step 5	\$41,949	\$36,386	\$43,659	\$45,003	\$46,305
Step 6	\$42,932	\$37,285	\$44,737	\$46,083	\$47,409
Step 7	\$43,915	\$38,184	\$45,815	\$47,163	\$48,513
Step 8	\$44,898	\$39,083	\$46,893	\$48,243	\$49,617
Step 9	\$45,881	\$39,982	\$47,971	\$49,323	\$50,721
Step 10	\$46,864	\$40,881	\$49,049	\$50,403	\$51,825
Step 11	\$47,847	\$41,780	\$50,127	\$51,483	\$52,929
Step 12	\$48,830	\$42,679	\$51,205	\$52,563	\$54,033
Step 13	\$49,813	\$43,578	\$52,283	\$53,643	\$55,137
Step 14	\$50,796	\$44,477	\$53,361	\$54,723	\$56,241
Step 15	\$51,779	\$45,376	\$54,439	\$55,803	\$57,345
Step 16	\$52,762	\$46,275	\$55,517	\$56,883	\$58,449
Step 17	\$53,745	\$47,174	\$56,595	\$57,963	\$59,553
Step 18	\$54,728	\$48,073	\$57,673	\$59,043	\$60,657
Step 19	\$55,711	\$48,972	\$58,751	\$60,123	\$61,761
Step 20	\$56,694	\$49,871	\$59,829	\$61,203	\$62,865
Step Cost	\$983	\$899	\$1,078	\$1,080	\$1,104
Raise Amount	\$836	\$722	\$866	\$895	\$922
Top Step Non- Pipeline Stipend	\$983	\$899	\$1,000	\$1,000	\$1,000

**TECHNOLOGY
2021-2025 SALARY SCHEDULES
GROUP 3 12 MONTHS**

	2021-22	2022-23	2023-24	2024-25
Step 1	\$51,226	\$52,379	\$53,557	\$54,762
Step 2	\$52,411	\$53,564	\$54,742	\$55,947
Step 3	\$53,596	\$54,749	\$55,927	\$57,132
Step 4	\$54,781	\$55,934	\$57,112	\$58,317
Step 5	\$55,966	\$57,119	\$58,297	\$59,502
Step 6	\$57,151	\$58,304	\$59,482	\$60,687
Step 7	\$58,336	\$59,489	\$60,667	\$61,872
Step 8	\$59,521	\$60,674	\$61,852	\$63,057
Step 9	\$60,706	\$61,859	\$63,037	\$64,242
Step 10	\$61,891	\$63,044	\$64,222	\$65,427
Step 11	\$63,076	\$64,229	\$65,407	\$66,612
Step 12	\$64,261	\$65,414	\$66,592	\$67,797
Step 13	\$65,446	\$66,599	\$67,777	\$68,982
Step 14	\$66,631	\$67,784	\$68,962	\$70,167
Step 15	\$67,816	\$68,969	\$70,147	\$71,352
Step 16	\$69,001	\$70,154	\$71,332	\$72,537
Step 17	\$70,186	\$71,339	\$72,517	\$73,722
Step 18	\$71,371	\$72,524	\$73,702	\$74,907
Step 19	\$72,556	\$73,709	\$74,887	\$76,092
Step 20	\$73,741	\$74,894	\$76,072	\$77,277
Step 21	\$74,926	\$76,079	\$77,257	\$78,462
Step 22	\$76,111	\$77,264	\$78,442	\$79,647
Step 23	\$77,296	\$78,449	\$79,627	\$80,832
Step 24	\$78,481	\$79,634	\$80,812	\$82,017
Step 25	\$79,666	\$80,819	\$81,997	\$83,202
STEP COST	\$1,185	\$1,185	\$1,185	\$1,185
RAISE AMOUNT	\$1,127	\$1,150	\$1,178	\$1,205
TOP STEP NON- PIPELINE STIPEND	\$1,000	\$1,000	\$1,000	\$1,000

2021-2025 SALARY

During each year of this agreement, the base level of all salary schedules shall be increased by two point two five percent, (2.25%). This means that step 1 of each salary schedule is increased by two point two five percent, (2.25%), and then each additional step shall be increased by the current step increase amount as contained in each salary schedule. Furthermore, each employee will progress one (1) step increase on his/her respective salary schedule in each year of this agreement, except for employees on the highest step who shall remain on the highest step. However, employees on the highest step, who are not participating in the Retirement Severance, will receive a stipend in an amount as follows:

- If the employee's respective salary schedule step is one thousand dollars, (\$1,000), or greater, then the employee will receive a stipend in the amount of one thousand dollars, (\$1,000).
- If the employee's respective salary schedule step is less than one thousand dollars, (\$1,000), then the employee will receive a stipend equal to the amount of a step increase on his/her respective salary schedule.

Said stipend will be paid as a separate check with the December paycheck.

Updated salary schedules shall be included in the CBA for each year of this agreement.

MEMORANDUM OF UNDERSTANDING

The provisions of the new Article 21 – Seniority contained in this Agreement shall not apply to currently employed Confidential Secretaries as identified in Article 4 of this Agreement. Currently employed Confidential Secretaries shall enjoy all rights under the previous Agreement and practices of the Union and District, no more, no less.

This Memorandum of Understanding was executed on October 4, 2010 and as such this Memorandum of Understanding is applicable only to persons employed as Confidential Secretaries on or before October 4, 2010.

MEMORANDUM OF UNDERSTANDING

In the event that Illinois General Assembly amends and/or otherwise alters any provisions of the Illinois Pension Code (40 ILCS 5/1-101 et seq.) that affects the Illinois Municipal Retirement Fund, the parties agree to open and bargain Article 32 of this Agreement during the term of this Agreement. The parties agree that under this Memorandum of Understanding that the issues subject to bargaining will be limited solely to IMRF, including but not limited to employer contributions to IMRF and employee contributions to IMRF, and shall not apply to any other provisions contained in this Agreement.

MEMORANDUM OF UNDERSTANDING

WHEREAS, the District and the Union engaged in collective bargaining during the summer of 2021;

WHEREAS, the District and Union have reached an agreement to enter into a Collective Bargaining Agreement, ("CBA"), for a term of four (4) years;

WHEREAS, some provisions of the agreement between the Parties are temporary and do not permanently alter the provisions of the CBA;

WHEREAS, some provisions of the agreement are unique to secretarial employees assigned to student attendance buildings of the District;

WHEREAS, the Parties enter into this MOU to outline the parameters of the agreement between the District and Union; and

THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **MOU controls over any contrary terms.** To the extent that the terms and plain language of the CBA are contrary to the terms and plain language contained in this MOU, the terms and plain language as contained in this MOU control for the time periods designated herein.

2. **Years 1-3 extended school day.** For the school terms of 2021-22, 2022-23, and 2023-24, the students' instructional school day shall be extended by a period of thirty (30) minutes. Secretarial employees assigned to student attendance buildings shall work an additional thirty (30) minutes per school day during Years 1-3.

3. **Stipend for extended school day.** Secretarial employees assigned to student attendance buildings who work the additional time due to the extended students' instructional school day during Years 1-3 shall receive a stipend in the amount of one thousand seven hundred, (\$1,700), per year. The payment of stipends contained in this paragraph shall be paid as separate checks, and shall be paid in two installments, one paid in December and the second paid in May, of each year.

4. **Year 4 students' school day.** For the 2024-25 school term, the students' instructional school day shall not include the additional thirty (30) minutes of instructional time; thus, negating the need for the secretarial employees assigned to student attendance buildings to work the additional thirty (30) minutes. In Year 4 of this agreement the secretarial employees assigned to student attendance buildings shall revert to his/her previous work day as contained in the CBA, and he/she shall cease to receive the stipend as contained in paragraph 3 herein.

5. **Salary increases.** During each year of this agreement, the base level of all salary schedules as contained in the CBA shall be increased by two point two five percent, (2.25%). This means that step 1 of each salary schedule is increased by two point two five percent, (2.25%), and then each additional step shall be increased by the current step increase amount as contained in each salary schedule. Furthermore, each employee

will progress one (1) step increase on his/her respective salary schedule in each year of this agreement. Updated salary schedules shall be included in the CBA for each year of this agreement.

6. **Stipend for Employees on highest step of salary schedule.** During each year of this agreement, an employee who reaches the highest step of his/her respective salary schedule, and not receiving the ERI benefit, will receive a stipend as follows:

- If the employee's respective salary schedule step is one thousand dollars, (\$1,000), or greater, then the employee will receive a stipend in the amount of one thousand dollars, (\$1,000).
- If the employee's respective salary schedule step is less than one thousand dollars, (\$1,000), then the employee will receive a stipend equal to the amount of a step increase on his/her respective salary schedule.

The stipends for employees under this paragraph will be paid as a separate check in December of each year.

7. **Employees receiving the Retirement Severance.** Employees that are receiving the retirement severance as contained in Article 31 of the CBA are only entitled to receive the stipends contained in paragraph 3 of this MOU; however, such employees are still subject to the provisions as contained in Article 31 of the CBA.

8. **ESSER III Funding.** The Parties acknowledge that the items contained in this MOU are contingent upon the District being approved for and receiving funding under the Elementary and Secondary Emergency Relief Fund III.

9. **Complete Agreement.** This MOU contains all the terms and conditions agreed upon by the Parties hereto, and no provision or requirement expressed herein may be altered, modified or canceled, except upon the express written consent of all Parties hereto.

RETIREMENT SEVERANCE EXAMPLE #1

Employee A is working with a base rate of pay of \$60,000 annually when Employee A starts the retirement process. Employee A's severance is calculated as follows.

<u>Maximum Non-Penalty Salary</u>	<u>Severance</u>
Base Year – \$60,000.00	
Year 1 – \$63,600.00	\$3,600.00
Year 2 – \$67,416.00	\$7,416.00
Year 3 – \$71,460.96	\$11,460.96
Year 4 – \$75,748.62	\$15,748.62
<u>Year 5 – \$80,293.53</u>	<u>\$20,293.53</u>
Total Severance = \$58,519.11	

Please note that in most cases the employee will elect to receive the 6% salary increase in each year of the retirement process, which means the severance payment post-retirement will be lower than the total amount listed herein.

RETIREMENT SEVERANCE EXAMPLE #2

In the event that an employee is promoted to a position that allows for a wage increase in excess of 6% without a penalty or liability to the District, then the employee may elect to either (a) forfeit their remaining lump sum retirement severance and accept the salary for the employee in the promotion position, or (b) continue receiving their pre-promotion salary and continue their eligibility for the lump sum retirement severance. No salary increase is permitted if it results in financial and/or actuarial penalty or liabilities of any kind to the District from TRS and/or IMRF. For Example:

Employee A is working with a base rate of pay of \$60,000 annually when Employee A starts the ERI process. Employee A's severance is contained in Column 1.

While in the ERI process, Employee A moves or is promoted into new position with a higher rate of pay. At this point in time the District will take the new position rate of pay specific to Employee A, i.e. Employee A's appropriate position on the new position's salary schedule and then calculate the rate of pay in that new position based upon 6% raises as contained in the ERI from that year forward. Employee A's rate of pay in the new position is contained in Column 2.

Employee A will be permitted to choose the rate of pay he/she elects from either Column 1 or Column 2.

<u>Column 1 – Original Position</u>	<u>Column 2 – New Position</u>
Base Year – \$60,000.00	
Year 1 – \$63,600.00	
Year 2 – \$67,416.00	
Year 3 – \$71,460.96	\$80,000.00
Year 4 – \$75,748.62	\$84,800.00
Year 5 – \$80,293.53	\$89,888.00
<hr/> Severance = \$58,519.11	<hr/> Severance = \$14,688.00

By way of illustration if Employee A is promoted to the new position after year two (2) then Employee A's may choose to maintain his/her severance package as contained in Column 1 or convert to Column 2.

Please note that in most cases the employee will have already received the 6% salary increase in each year of the retirement process, which means the severance payment post-retirement will be lower than the total amount listed herein.

RETIREMENT SEVERANCE EXAMPLE #3

In the event an employee bids or otherwise voluntarily elects to take a position with a lower rate earned than the position the employee held during the previous contract/fiscal year, then the rate earned of the employee will be determined based upon the rate earned for the position that he/she elects to take and will be computed by taking the rate earned that the employee would have earned the previous contract/fiscal year in the new position and increasing that previous contract/fiscal year's rate earned by 6%. For example:

Employee A is working with a base rate of pay of \$60,000 annually when Employee A starts the ERI process. Employee A's rate of pay for the duration of the ERI process in this original position is contained in Column 1.

While in the ERI process Employee A voluntarily elects to take a new position with a lower rate of pay. At this point in time the District will take the rate of pay for the new position during the Base Year of ERI and calculate the rate of pay in that new position based upon 6% raises as contained in the ERI. Employee A's rate of pay in the new position is contained in Column 2.

If Employee A voluntarily elects to take the new position with the lower rate of pay then Employee A will receive the rate of pay based upon the corresponding year in Column 2.

<u>Column 1 – Original Position</u>	<u>Column 2 – New Position</u>
Base Year – \$60,000.00	Base Year – \$40,000.00
Year 1 – \$63,600.00	\$42,400.00
Year 2 – \$67,416.00	\$44,944.00
Year 3 – \$71,460.96	\$47,640.64
Year 4 – \$75,748.62	\$50,499.08
Year 5 – \$80,293.53	\$53,529.02
Severance = \$58,519.11	Severance = \$39,012.74

By way of illustration if Employee A voluntarily elects to take the new position after year two (2) then Employee A's rate of pay in year 3 will be the year three (3) rate of pay contained in Column 2 or \$47,640.64 and the total severance will be \$24,028.10 from that point forward. The employee will still be able to include any retirement severance that was not paid out in the previous years prior to the change in position.

Please note that in most cases the employee will have already received the 6% salary increase in each year of the retirement process, which means the severance payment post-retirement will be lower than the total amount listed herein.

BY: BOARD OF EDUCATION

Reggie E Shelton
President, Board of Education

Debra Duncan
Secretary, Board of Education

4-11-22
Date

BY: CAHOKIA FEDERATION OF TEACHERS
LOCAL 1272, IFT-AFT

Kerlii A. Hester
President

Stephane Spisak
Council President

4-11-22
Date