

MASTER AGREEMENT

between

**BOARD OF EDUCATION
CICERO SCHOOL DISTRICT 99
Cook County, Illinois**

and

**CICERO COUNCIL UNION – SECRETARIES UNIT
WEST SUBURBAN TEACHERS UNION
Local 571, American Federation of Teachers**

July 1, 2013 – June 30, 2017

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i. PREAMBLE

The UNION and the BOARD recognize their common responsibility to insure the efficient and orderly functioning of the educational program of District 99. The Secretaries hold a vital place in the District 99 system as supportive personnel for both administrators and teachers. Both UNION and BOARD intend for this Agreement to strengthen the relationship of mutual respect and understanding between employer and employee.

ii. DEFINITIONS

The term “BOARD” shall hereinafter refer to:

Board of Education
Cicero School District 99
Cook County, Illinois

The term “SECRETARY” shall hereinafter refer to:

All members of the bargaining unit as defined in Article I of the Agreement

Cicero Council – Secretaries Unit
West Suburban Teachers Union
Local 571, American Federation of Teachers

iii. AGREEMENT

This Agreement, entered into this _____ day of _____, 2013, by and between the BOARD OF EDUCATION for CICERO SCHOOL DISTRICT 99, Cook County, Illinois, (“BOARD”) and the CICERO COUNCIL – SECRETARIES UNIT, WEST SUBURBAN TEACHERS UNION, Local 571, American Federation of Teachers (“UNION”).

WITNESSETH:

The BOARD and the UNION agree as follows:

I. RECOGNITION

1. The BOARD recognizes the UNION as the sole and exclusive bargaining agent for all Secretaries to the Principals employed in the various public elementary school buildings of District 99 other than the Administrative Building. The BOARD agrees to negotiate with the UNION on matters of salary, fringe benefits, and working conditions as set forth in this Agreement.

II. GENERAL PROVISIONS OF AGREEMENT

1. **TERM OF AGREEMENT** - This agreement is effective commencing July 1, 2013 and terminating on June 30, 2017. Dates for the first and last working day shall be determined according to Article VI(2) of this Agreement.
2. The UNION may submit a negotiation proposal for a successor-contract no earlier than January 15, 2017, to the President, Secretary and Superintendent of the District by personal delivery or first-class mail. The BOARD shall set up a preliminary negotiations meeting with the UNION within thirty (30) days from date of receipt of such letter and shall provide the UNION with copies of the BOARD'S proposals at such preliminary meetings.
3. If a new agreement for the subsequent school term has not been reached between the BOARD and the UNION by June 30, 2017, negotiations may be suspended at the request of either party until August 1, 2017.
4. Terms of the Agreement shall become part of the Policies and Rules of District 99 as applicable to the relationships between Secretaries and the BOARD. Any previously established or conflicting rules by the BOARD are hereby repealed.
5. The Superintendent shall provide all Secretaries with a copy of this Agreement within thirty (30) working days after its execution.
6. Secretaries shall not perform UNION duties or services during working hours as defined by this Agreement. However, the BOARD in no way intends to restrict the right of individuals to freely participate in unionism, or any other legal activity or cause if such participation is during off-duty hours.
7. All rights and privileges currently enjoyed by the Secretaries individually, or as a group, shall remain in full force and effect except as may be amended by this Agreement.

8. Job Descriptions and Evaluations:

- A. The Board reserves the right to develop job descriptions for all positions within the bargaining unit. Employee job descriptions shall specify duties, tasks, and responsibilities and identify all duties of a secretary to the principal. If an individual's job description is updated, a copy shall be provided in a timely manner.
- B. The Board reserves the right to develop evaluation plans for all positions within the bargaining unit. Such evaluations shall be developed via committees including representation from this bargaining unit and administrative representation. Committee recommendations for such evaluation plans will be submitted to the Board for approval. Review of evaluation plans will be made as needed.

9. Student Supervision:

When a student is sent to the office, the employee will contact the Building Administration for directions related to the individual requiring supervision and in accordance with administrative policy. The supervision by the employee shall not be in excess of the time necessary to contact an appropriate administrator and secure appropriate supervision.

III. WORKING CONDITIONS, FAIR PRACTICES AND BENEFITS

- 1. Sick Leave: The BOARD shall grant secretaries sick leave days without loss of pay, with unlimited accrual of unused days in accordance with the following schedule:

Days Accumulated	Days Granted Per Year
1-75	12
76+	13

In the event a secretary is sick more than five (5) consecutive days, the District may require the secretary to furnish a doctor's certificate as a condition of return.

Any secretary using two (2) or fewer full days of Sick Leave and Personal Leave in one fiscal year shall be given \$250.00 as incentive pay at the conclusion of the fiscal year. Any secretary who completes the fiscal year with perfect attendance shall be given \$400.00 as incentive pay at the conclusion of the fiscal year. Each secretary shall only be eligible for the greater incentive documented above. In no case may a secretary receive both payments.

2. Insurance:

- A. The BOARD agrees to provide hospitalization and major medical insurance including full coverage of maternity costs, providing benefits not less than those being presently provided to the employees at the cost listed below for employees pursuant to salary level. Married employees, or employees with a spouse as defined by 750 ILCS 75/1 et. seq., shall be provided benefits for themselves, their spouses, and their dependents. Unmarried employees shall be provided benefits for themselves and their dependents, if any.
- B. Full-time employees who elect to participate in the District’s insurance program shall pay the amount listed below per check for twenty-four (24) checks annually based upon the employee’s base salary:

UNDER \$39,500

<u>HMO Blue Advantage</u>		
<u>School Year</u>	<u>Employee</u>	<u>Family</u>
2013-2014	\$31.50	\$61.78
2014-2015	\$33.25	\$63.67
2015-2016	\$35.00	\$65.54
2016-2017	\$36.75	\$67.41
<u>HMO Illinois</u>		
<u>School Year</u>	<u>Employee</u>	<u>Family</u>
2013-2014	\$36.75	\$65.53
2014-2015	\$38.50	\$69.29
2015-2016	\$40.25	\$73.03
2016-2017	\$42.00	\$76.77
<u>PPO</u>		
<u>School Year</u>	<u>Employee</u>	<u>Family</u>
2013-2014	\$38.50	\$71.14
2014-2015	\$40.25	\$74.91
2015-2016	\$42.00	\$76.78
2016-2017	\$43.75	\$78.65

OVER \$39,500

<u>HMO Blue Advantage</u>		
<u>School Year</u>	<u>Employee</u>	<u>Family</u>
2013-2014	\$45.00	\$82.50
2014-2015	\$47.50	\$85.00
2015-2016	\$50.00	\$87.50
2016-2017	\$52.50	\$90.00
<u>HMO Illinois</u>		
<u>School Year</u>	<u>Employee</u>	<u>Family</u>
2013-2014	\$52.50	\$87.50
2014-2015	\$55.00	\$92.50
2015-2016	\$57.50	\$97.50
2016-2017	\$60.00	\$102.50
<u>PPO</u>		
<u>School Year</u>	<u>Employee</u>	<u>Family</u>
2013-2014	\$55.00	\$95.00
2014-2015	\$57.50	\$100.00
2015-2016	\$60.00	\$102.50
2016-2017	\$62.50	\$105.00

- C. Coverage will be specified in an annual summary of benefits provided by the BOARD.

- D. An insurance committee shall be established. The Committee will be comprised of eight (8) members appointed by the Union; four (4) Board appointees; one custodian; one bus driver; and one exempt employee. The Committee shall meet annually or as needed to review the District's insurance program. The Committee may prepare recommended modifications or changes in the insurance program to be submitted to the Board and the Union for ratification.

The District will provide a wellness program at no cost to the employee at a site(s) of the District's choosing.

3. Personal Leave: Secretaries shall be granted three (3) days per school year for personal business leave, without loss of pay or sick leave for such personal business as family matters which require absence during school hours, or for the observance of religious holidays. The reason for taking personal leave need not be disclosed by the Secretaries. The UNION and the Secretaries, however, recognize a moral obligation to restrict absences for personal leave in the spirit of the Agreement. Personal leave not used by the end of a school term shall be counted in the following school term's total amount of sick days available to the Secretaries. Personal Leave may not be taken during the first week or last week of the school term, on parent-teacher conference days or on a day immediately prior to or immediately following a holiday or school recess.

The Superintendent may, in his/her discretion, waive provisions of the preceding sentence for good cause shown. The Secretaries shall notify the building principal at least two (2) working days before such personal leave day(s). The Secretaries shall also notify the District's main office.

4. Special Leave in Bereavement:
 - A. All employees shall be allowed up to three (3) work days of absence, without loss of pay, in the event of the death of a member of the immediate family. Immediate family shall include parents, spouse, brother, sister, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians. In the event of death of relatives not in the immediate family, an employee shall be granted a one (1) day absence without loss of pay. Bereavement leave shall not be cumulative. Neither shall the use of such leave cause any reduction in sick leave.
 - B. Upon written request to the Superintendent, he/she or his/her designee may grant an additional two (2) days absence without loss of pay by reason of extenuating circumstances.
 - C. The employee may be asked to provide a copy of an obituary/death notice from a publication and/or proof of the relative's date of death if such leave is beyond one day.
 - D. The use of bereavement leave shall be immediately after the death of an individual as noted above unless good cause is shown for use of the leave at a time which is not immediately after the death (i.e. memorial service later in time). The employee shall request approval from the administration, in writing, for her/his use of some or all of the bereavement days at a later date which will include the reason(s) for the intended use.

5. Leave of Absence:

- A. A Secretary with a minimum of four (4) year's continuous service in District 99 may be granted a leave of absence for causes as outlined in the Family Medical Leave Act for a period of one school term or less.
- B. If the leave was granted for reasons of the employee's health, a medical release to return to work shall be required from a doctor prior to re-employment. The cost of such examination shall be borne by the individual. In cases of disagreement, the district may request a second medical opinion, the cost of which will be borne by the BOARD.
- C. Upon returning to District 99 after personal leave of one school term, a Secretary shall be reassigned to the position held when such leave was granted. If the position has been eliminated for any reason, such Secretary will be assigned to another position in the District. After a leave in excess of one school term, such Secretary may be assigned to another position designated by the Superintendent or designee.
- D. A Secretary on such leave may have the option to pay the cost of any district employee insurance premiums applicable to such Secretary.

6. Temporary Leave:

- A. A temporary leave-of-absence may be granted without pay for good cause shown to any employee after two (2) years service upon written application and approval of the Superintendent or designee, stating the purpose of the leave and the expected duration thereof.
- B. Such leaves may be granted for short-term illness or physical incapacitation in cases where the individual's accrued sick leave and FMLA leave have been exhausted, or for personal reasons such as marriage, illness outside of the immediate household, and so forth.

7. Secretaries shall not be required to perform any direct duties related to cafeteria financial management or supervision.

8. Retirement:
- A. Eligibility Criteria
1. Ten (10) consecutive years of full time service in the District immediately prior to their retirement date;
 2. Meet IMRF age requirement for retirees; and
 3. Have applied and been approved for IMRF retirement.
- B. Benefits
1. \$200 for every year of full-time service to the District and not to exceed \$6,000.00.
 2. \$35 for unused accumulated sick-leave days up to a maximum of \$5,000.00. This payout will be paid only to an employee who has accrued sick days remaining after the employee has utilized any and all sick days to secure additional IMRF service credit.
- C. Insurance
- Retired secretarial unit members shall be eligible to participate in the District's insurance program at the COBRA rate up to the age of sixty-five (65) or Medicare eligibility, whichever first occurs. However, a secretary who retires between sixty-two (62) and sixty-five (65) years of age shall pay for health insurance at the cost to then current active employees.
- D. Employees shall be eligible to purchase service credit towards retirement for unused sick days pursuant to IMRF regulations.
9. The working offices for Secretaries shall be provided with adequate heat, ventilation, and light at all times during working hours.
10. Dues Deduction: Upon receipt by the BOARD of a written request by a Secretary (in such form as the BOARD prescribes), the BOARD will deduct UNION membership dues from such Secretary's salary. Such deductions will be made from the first paycheck in each month from November to June during the term of this Agreement, and will be made on a continuing basis. Upon receipt by the BOARD of a request of a Secretary (in such form as the BOARD prescribes), the BOARD will discontinue such deductions. The commencement or discontinuance of deductions as provided herein will be made in the first paycheck of the month next after the expiration of a thirty (30)day period commencing on the date of receipt by the BOARD of the Secretary's request as aforesaid.

11. The BOARD will transmit to such person as the UNION designates to the BOARD in writing all funds deducted from Secretaries' salaries as UNION membership dues. Such payments will be made in the usual course of such business by the BOARD as soon as possible after such deductions are made. The BOARD assumes no responsibility with regard to such payments except as provided in this Agreement. The UNION agrees to refund as soon as possible to the BOARD or to the Secretaries any funds deducted by the BOARD from Secretaries' paychecks in error or transmitted by the BOARD to the UNION in error.
12. Secretarial Assignment:
 - A. Secretaries are subject to assignment each year by the Superintendent, or designee.
 - B. Notification of tentative assignment and commencement of work for the following school term shall be made in writing not later than two (2) weeks before the close of the current school term or at the end of the first, second, or third quarter of the school term, except that changes in assignment may be made by the Superintendent, or designee thereafter for good cause shown. The Secretary and Principal shall be notified in sufficient time to prepare for such change.
 - C. At the Secretary's request, a conference shall be held with the Principal or the Superintendent, or designee and a UNION Representative (if the Secretary so requests), within three (3) working days of change of the assignment.
 - D. Transfer of a Secretary shall only be made after a conference with the Secretary and the Superintendent, or designee.
 - E. When a vacancy or opening occurs in the position of a secretary within the district, the vacancy/opening shall be posted on the District's website and announced via email inviting letters of application for the position. Applicants must submit a letter of application to the District's email notification address. The assignment shall be filled upon recommendation by the Superintendent, or designee and approval by the Board of Education if necessary.
 - F. In the event of a reduction in Secretaries, district seniority shall be the sole determining factor with the last Secretary hired being the first released. Rehiring shall follow the same procedure, and the individual with highest district seniority shall be the first recalled.

- G. When a reduction in work force occurs, due to a closing of a building, no position shall be filled by a secretary from outside the district until all previously employed Secretaries have been offered the position.
 - H. Should a conflict arise concerning two secretaries of identical seniority, the Superintendent, or designee, shall select the Secretary based on qualifications, and qualifications shall be defined in terms of experience, ability to fulfill the job requirements, and formal education.
 - I. Each Secretary who has been released because of austerity but subsequently rehired within an eighteen (18) month period shall resume her placement on the next step of the salary schedule as though there had been no interruption of services and credited with previously attained seniority. If an offer of a position is made within a two-year period and rejected by the employee, the Board of Education shall be released of its commitment to the employee.
13. When damage has been caused to an employee's private automobile by a pupil or employee of District 99 during the course of an employee's work day, the school staff and Administration will assist in apprehending the individual and in collecting the cost of such damage so long as the employee has filed a report with the Building Principal and a police report with the Town of Cicero Police Department.
14. Distribution of the Secretaries' paychecks shall be made on Fridays at intervals of two-week periods. As of July 1, 2010, employees currently being paid over ten (10) months need to be grandfathered.
15. Upon written request the BOARD shall make available to the UNION at the reasonable convenience of the Business Office all statistics, records, and public information relevant to negotiations.
16. Fair Share:
- A. The provisions of this Article apply only to employees covered by the Agreement who are hired after September 23, 1993 and to employees who are UNION members as of this date, but who subsequently resign from the UNION. The provisions of this Article do not apply to employees who are not UNION members as of September 23, 1993. Employees covered by this Article shall be referred to below as "covered non-members."

- B. Such fair share payment by non-members shall be deducted by the BOARD from the earnings of the “covered non-member” employees and remitted to the UNION, provided, however, that the UNION shall certify to the BOARD a fair share amount not to exceed the dues uniformly required of members in conformity with federal and state law and Labor Board rules.
- C. The BOARD shall cooperate with the UNION to ascertain the names of all employee “covered non-members” of the UNION from whose earnings the fair share payments shall be deducted, their work locations and available space to post a notice concerning fair share.
- D. The UNION shall cause to be posted a notice concerning the fair share fee information required or permitted by the Labor Relations Act and Board rules.
- E. Upon adoption of any UNION internal appeal procedure, the UNION shall supply the BOARD with a copy. In addition, the UNION shall advise the BOARD of subsequent changes therein.
- F. Upon receipt of formal notice of an objection or unfair labor practice charge to the Labor Board, the UNION and the BOARD, hereby, agree to comply with Labor Board rules. The BOARD shall forward the objector’s fee or portion of the objector’s fees being contested to the Labor Board to be placed in an escrow account pending a decision or mutually agreeable settlement between the UNION and the objector(s).
- G. The UNION shall indemnify and hold harmless the BOARD, 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, or by reason of action taken by the BOARD for the purposes of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any such provisions.
- H. If, during the term of this Agreement, the Labor Board or a court of competent jurisdiction rules any part of this Article void or not enforceable, the UNION and the BOARD agree to convene negotiations on these matters immediately for the sole purpose of bringing this Article into compliance with the standards or rulings of said Labor Board or court.

17. Tuition Reimbursement:

Subject to the provision of this article, the Board shall reimburse secretarial employees who have completed two (2) full years of service, an amount equal to seventy-five percent (75%) of the tuition and/or fees paid by an employee for taking courses or workshops for the purpose of improving their skills as relating to his/her job. No employee shall be paid for more than two (2) classes per contract year and/or a maximum of (seven hundred dollars (\$700.00) per contract year. The Board shall not pay in excess of two thousand eight hundred dollars (\$2,800.00) per contract year for tuition reimbursement of the entire unit.

18. School Structure

The Board agrees to negotiate any changes in the work schedule necessitated by the adoption of a split schedule or year-round school format.

19. Sick-Day Bank

Secretaries shall have the opportunity to participate in the sick-day bank. The secretaries and PSRP bargaining units shall constitute a single sick day bank.

- A. The Board and the Union agree to provide a substantial number of days to be utilized by the employees when the need for sick days exceeds the number of days the employee has accumulated.
- B. The Sick-Day Bank will be managed by a Board of Trustees. The Board of Trustees will be composed of four (4) employees, the Union President and one administrator. The PSRP and Secretarial bargaining units shall establish a combined sick leave bank.
- C. An individual must be a bargaining-unit employee in District 99 in order to be granted days from the sick-day bank.

An individual must have contributed in the most recent request of the staff for sick days in order to draw from the pool. An employee must have utilized all accumulated sick days and reduced sick days before receiving a grant of days from the bank.

The sick-leave bank is an emergency-type procedure not intended to replace the TRS/IMRF permanent or temporary disability procedures.

An employee may not draw more than one hundred twenty (120) days from the pool in any single school year.

Exceptions to this restriction may be granted if the Board and the Union approve the exception.

An application form must be filed with the Board of Trustees by the employee before any days can be granted. Application forms will be available from building representatives and members of the Board of Trustees. Verbal application in the event that the employee is not in school is permissible.

Decisions granting the use of days from the bank must have the approval of three employees on the Board of Trustees. The Union President will vote on a decision to disperse days only in the event of a tie. The administration's representatives may not participate in a vote on the dispersal of days from the bank.

The Board of Trustees has the complete and final authority for the operation of the sick-day bank.

- D. Voluntary contributions of not more than two days per year from the bargaining unit will create the days available in the bank.

After the initial request, days will be added to the sick-day bank in the following manner:

1. Whenever the total number of days in the pool reaches fifty (50) or fewer.
2. During September of each school year, a request will be made of the entire staff unless such a request would place the number of days in the bank over Three hundred fifty (350) for PSRP & Secretaries.
3. If a request is not made of the entire bargaining unit, then bargaining unit members who have not contributed to the bank shall have an opportunity to contribute to the sick-day bank regardless of the number of days available in the bank.
4. Employees leaving the district, for any reason, may contribute up to ten (10) of their accumulated sick leave to the sick-leave bank.

The Board of Trustees may ask an employee to furnish additional documentation or rationale beyond that supplied in the application before granting days from the bank.

As soon as the Board of Trustees has reached a decision on an application for a grant of days, the applicant, Superintendent or designee, shall be notified in writing.

Days donated by an employee to the bank may not be withdrawn. Days donated are recorded as consumed on the individual employee's official school record of accumulated sick leave.

A complete record of the following items will be kept:

- a. Names and number of days contributed by each employee.
- b. Application(s) submitted by employees.
- c. Number of days granted to all applicants.
- d. Number of days utilized from the bank.
- e. Number of days in the bank.

The Board of Trustees will submit an annual report to the Union Executive Board and Superintendent/Board of Education.

20. The Board shall endeavor to provide a full-time clerk in each building. In addition, the Board shall attempt to provide each building with at least one secretary and/or clerk that is bi-lingual.

IV. EMPLOYER-EMPLOYEE RELATIONSHIPS

1. The BOARD delegates authority to the administration to supervise the Secretaries.

A. Building Principal:

The Building Principal shall serve as the immediate local administrator supervising the Secretary in all matters relating to the daily work requirements, services, and responsibilities of the position. The Administration shall promptly inform Building Principals of all changes in the Master Agreement. Special emphasis shall be placed on items which directly affect the operation and administration of any particular attendance center in order that essential planning may take place. This shall include items that have been tentatively agreed to in the process of negotiations but have not been finalized.

B. Superintendent, or Designee:

The Superintendent, or Designee shall serve as the district administrator to all Secretaries. As such, he/she shall periodically meet with the Secretaries individually, and/or as a group for improvement of skills, exchange of ideas, and/or other pertinent matters pertaining thereto. Such meetings shall be called at his/her discretion at times during the usual working day. Furthermore, he/she will give serious consideration to requests of the Secretaries through the Principal for necessary office equipment and/or supplies as the budget may permit.

The Superintendent or designee shall not require secretaries to remain in the building alone unless the secretary has access to an administrator. The secretary upon notification to the Administration Building shall be allowed to leave the building if this does occur.

V. PROBATIONARY PERIOD PROVISIONS

1. All newly-employed Secretaries shall be placed at the first year "Probationary" step of the salary schedule. They shall remain on that step until the completion of one school year of full-time service at which time they shall be recommended for a second year based upon the recommendation of the Building Principal and Superintendent, or designee, unless notice is given according to Article V(4) of this Agreement.
2. All first-year probationary Secretaries shall be evaluated in writing by the Building Principal through periodic observations followed by a conference.
3. All first-year probationary Secretaries shall be apprised of their strengths and weaknesses in job performance by the Building Principal. Oral and/or written suggestions for improvement shall be given as needed.
4. In cases in which the BOARD is considering termination of employment of a first-year probationary Secretary, the following provisions shall apply:
 - A. Notice of deficiencies shall be given to the first-year probationary Secretary in a written, formal evaluation. The employee shall have thirty (30) calendar days in which to improve job skills.
 - B. At the conclusion of the 30-day period, the BOARD, at its discretion, may release the employee with a two-week notice.

VI. WORK SCHEDULE PROVISIONS

1.
 - A. Secretaries shall work eight (8) hours per day in all school buildings. On Parent-Teacher Conference days, Secretaries shall work an eight (8) hour day that concludes at the scheduled end time of Parent-Teacher Conferences unless an alternative schedule is agreed to by the Principal. During summer, twelve-month secretaries shall start no later than 7:30 a.m.
 - B. A lunch period of thirty (30) minutes shall be provided to all secretaries. Lunch time may vary by mutual consent.
 - C. All overtime must be pre-approved by the Building Principal or designee in his/her absence. Overtime which is not pre-approved by the Building Principal or designee in his/her absence shall not be compensable. In cases of an emergency where the Building Principal or his/her designee cannot be reached, an employee will only be compensated for overtime hours worked if approved by the Superintendent or designee. Overtime shall be paid at one-and-a-half times the employee's regular hourly-rate of pay.
2. The following categories of days shall be working days for the Secretaries:
 - A. All Pupil Contact days as established in the District's School Calendar as officially adopted by the BOARD.
 - B. All Institute Days as established in the School Calendar.
 - C. Ten-month secretaries will begin work three (3) weeks prior to the beginning of the school year and continue for one (1) week after the end of the school year.
 - D. The work schedule shall not exceed forty (40) hours per week.
3. Any regularly scheduled school day that is declared an "emergency day" by the BOARD due to severe weather conditions or any other special emergency causing the closing of school shall be a paid day for Secretaries.
4. Two (2) fifteen-minute work breaks shall be provided within the daily work schedule of the Secretary.

5. Twelve-month secretaries shall be entitled to vacation days in accordance with the following schedule:

Years of Service	# of Vacation Days
0 to 5 years	10
5 to 10 years	15
More than 10 years	20

Any new employee must work a minimum of five (5) months before taking any vacation time.

Employees may be allowed limited carryover of days with approval of the Superintendent or designee.

VII. GRIEVANCE and DISCIPLINE PROCEDURES

A. Grievance Procedure

1. Definition:

A grievance is a complaint involving a work situation or a complaint that there has been a deviation from different interpretation, or misapplication of a practice or policy or a complaint that there has been a violation, a misinterpretation or a misapplication of any provisions of this Agreement.

2. Basic Principles:

- A. Any Secretary or Group of Secretaries shall have the right to present grievances in accordance with these procedures. A group shall consist of Secretaries who hold the grievance in common.
- B. All discussions shall first be kept confidential by all parties involved during the first stage of a grievance.
- C. A Secretary who participates in the grievance procedure shall be free from disciplinary action or reprimand because of such participation.
- D. The Administration has the responsibility to consider and take prompt action, within authority delegated to it, on grievances presented to it.

- E. The failure of the UNION to act within the time limits will act as a bar to any further appeal. The Administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the 'next step. The time limits may be extended by mutual agreement.
- F. Hearings and conferences held in the nature of executive sessions under this procedure shall be conducted in one of the school offices at a time that will afford a fair and reasonable opportunity for all persons, including witnesses, to be present.
- G. It is agreed that no grievance shall be suspended or delayed by reason of the summer vacation.
- H. If a grievance arises from the action of a District Administrator, Supervisory Staff member, or the BOARD, the grievance shall follow the same procedure as outlined below; however, the first stage should be a request for an informal conference with the appropriate Assistant Superintendent or the Assistant Superintendent for Finance/Operations, depending upon whether the grievance is an instructional or a business matter.

The appropriate Assistant Superintendent shall render a decision in writing within fourteen days to the UNION Grievance Chairperson and the Superintendent.

In the event the grievance has not been settled satisfactorily at this stage, the grievance may be referred to the third stage as outlined below.

3. Procedures:

First Stage

The aggrieved Secretary shall request an informal conference with his or her Principal regarding the adjustment of any grievance. This is to be done within ten school days after the Secretary becomes aware of the alleged violation. At this and all future conferences regarding the alleged grievance, the Secretary may be represented by a UNION representative or by any Secretary of his or her choice. The Principal may also have a representative of his/her choice. The aggrieved Teacher must be present at this as well as at all subsequent meetings. No other Teacher organization shall represent the Teacher, if the party is dissatisfied with the outcome of the conference, he or she is privileged to proceed to the second stage.

Second Stage

In the event the grievance has not been settled satisfactorily at the First Stage, the aggrieved Secretary, if he or she chooses the UNION as his or her representative, shall file a signed statement setting forth all of the pertinent facts and dates relative to the complaint and the remedy or relief sought with the UNION Grievance Committee in order that such committee may review and evaluate the merits of the complaint. Should the committee deem it advisable to file the complaint as a grievance, it shall be signed by two members of the UNION Executive BOARD. Copies of the complaint shall be submitted to the Principal of the aggrieved Secretary and to the Superintendent.

If the Secretary chooses another Secretary other than an official UNION representative as his/her representative, he/she shall submit the same type of report to such representative who shall also sign it, and present it to the immediate administrator of the grievant and to the Superintendent.

The aggrieved Secretary, having filed the grievance in writing, shall at a mutually agreeable time, discuss the matter with the Principal and his representative if he so desires, in the presence of a UNION representative if desired or in the presence of any Secretary of the grievant's choice with the objective of resolving the matter. The filing of the grievance at the second stage must be within fourteen days of the decision. The Principal or other Administrator who has authority to make a decision on the grievance shall make such decision and communicate it in writing to the aggrieved Teacher, the Superintendent, and the UNION President within fourteen days.

Third Stage

In the event a grievance has not been satisfactorily resolved at the Second Stage, the aggrieved Secretary or his representative, within fourteen days of the Administrator's written decision, shall submit a statement of rejection with reasons to the Superintendent. Copies of this statement are to be forwarded to the grievant, administrator involved and the UNION President.

Within fourteen days after the written rejection is submitted, the aggrieved Secretary, the Administrator, the Superintendent, and a UNION Representative, if the aggrieved Secretary wishes, shall meet in an attempt to resolve the grievance. The Superintendent shall file an answer within fourteen days of the Third Stage grievance meeting and communicate it to each party participating in the Third Stage conference.

Fourth Stage

If the grievance cannot be settled at the Third Stage, the grievance shall be submitted to the BOARD through the Superintendent at a mutually agreed upon Executive Session. This Executive Session shall be held within fifteen days after receipt of grievance by the BOARD. The aggrieved Secretary and his/her representative shall present a written brief to the BOARD in advance of the executive session. The BOARD shall allow the Teacher and his/her representative to present their case orally at the Executive Session.

Fifth Stage

If the grievance is not satisfactorily resolved at the fourth stage, the UNION may submit the grievance to binding arbitration within ten (10) calendar days after receipt of the Board's decision at the fourth stage, by requesting an arbitrator from the American Arbitration Association or Federal Mediation and Conciliation Services and filing a copy of the request with the Superintendent within the 15 working-day period. The selection of the arbitrator shall follow the voluntary labor arbitration procedures of the American Arbitration Association. The fees of the arbitrator and the American Arbitration Association shall be divided equally between the BOARD and the UNION. All other expenses shall be borne by the party incurring them. Either party shall be entitled to have a court reporter present and submit a transcript and post-hearing brief to the arbitrator. Unless the parties split equally the cost of the court report and the transcript, the party not requesting the court reporter shall not be entitled to a transcript.

B. Discipline Procedure

The BOARD may discipline members of the bargaining unit with just cause for acts of insubordination, misconduct, incompetency, cruelty, negligence, immorality, or other sufficient cause.

1. Except for serious offenses that may warrant suspension or termination, the BOARD agrees to the concept of progressive discipline following a disciplinary conference when dealing with matters of insubordination, misconduct, incompetency, cruelty, negligence, immorality, or other sufficient cause. In all cases, employees will be afforded due process.
 - a) After verbal warnings, if appropriate, have been ineffective, officials shall enter a letter of reprimand in the employee's official file. All rules and procedures for inserting letters pertaining to service included in this Agreement shall apply.

- b) Upon repetition of the same offense, officials shall assess a one day unpaid suspension against the employee.
 - c) Upon repetition of the same offense, officials shall assess up to a three-day unpaid suspension against the employee.
 - d) Subsequent repetition of the same offense may result in either termination or a lengthy suspension whichever the Board considers appropriate in the circumstances.
 - e) Any member of the bargaining unit who is disciplined shall have the right to appeal such discipline by filing a grievance in accordance with the grievance and arbitration procedure set forth in this Agreement. Disciplinary action may include written reprimands, suspensions with or without pay, or discharge.
 - f) The Board and Union agree that the commission of certain serious offenses or multiple offenses would permit the Administration to enforce discipline at an enhanced rate pursuant to the schedule above.
2. When an administrator calls a conference with an employee which might lead to disciplinary action against the employee, the following provisions shall be applicable.
- a) Whenever possible the employee shall be informed forty eight (48) in advance, in writing as to the reason(s) for the conference.
 - b) The employee has the right to be accompanied by a Union representative or representative of his/her choice at the conference.
 - c) Except circumstances warranting immediate action the administrator will not take disciplinary action against the employee without first affording the employee an opportunity to respond to the matter being discussed.

- d) In no instance shall disciplinary action be taken against an employee later than twenty (20) working days after the conduct giving rise to the action or in the twenty (20) working days after the time the administration becomes aware of the action giving rise to the discipline. When disciplinary action stems from a series of unremediated instances on the part of the employee. In no event shall notification be later than twenty (20) working days after observation of the last instance. For the purpose of this paragraph. "working days" means any day. Monday through Friday when either school is in session or the District offices are open for regular business and the subject employee is scheduled to be in attendance.

- e) If, after a disciplinary conference an administrator takes disciplinary action against the employee the administrator shall provide the employee with written notification of the specific reason(s) for the action within five (5) work days from the date of the conference.

In case of a termination of employment hearing or a conference involving disciplinary action to be taken against a employee, the charges brought against the employee shall be based upon the material in the official file and/or investigatory file except in cases where the administration or Superintendent believe immediate disciplinary action is necessary.

VIII. SALARY PROVISIONS

1. The BOARD agrees to pay Secretaries' salaries in accordance with Exhibit A of this Agreement.

2. Ten-month secretaries hired prior to July 1, 2010, shall be paid five (5) full days compensation, based upon their respective work schedule. The total hours paid to ten (10) month secretaries hired prior to July 1, 2010, shall be 1720 hours. Ten-month secretaries hired prior to July 1, 2010, who have completed four (4) full terms shall be paid ten (10) full days compensation based upon their respective work schedule. The total hours paid to ten-month secretaries hired prior to July 1, 2010, shall be 1760 hours. This pay is to be included in their yearly salary.

3. The longevity stipend shall only be available to employees eligible to receive the stipend up to and including the first day of school for the 2012-2013 school year. The Longevity Increment schedule:
 - A. After fifteen (15) years of service \$700.00 annually.
 - B. After twenty (20) years of service \$800.00 annually.
 - C. After twenty-five (25) years of service \$900.000 annually.

Years of services, for the purposes of this provision shall be defined as all full-time employment with District 99.

IX. HOLIDAYS

All Legal School Holidays, the day after Thanksgiving and one floating holiday per year shall be paid as work days for all twelve-month Secretaries. Fourth of July shall be a paid holiday for all twelve-month secretaries. All Legal School Holidays, which do not occur during winter break, spring break and/or summer break, shall be paid as work days for all ten-month secretaries.

The District may require an employee who is absent on a scheduled work day prior to and/or after a holiday to provide verification of an appropriate reason for the absence. Failure to provide such verification shall result in a loss of salary for the day(s) which the employee is unable to provide verification of an appropriate reason for his/her absence.

The District may require an employee who utilizes a sick day(s) in conjunction with the use of a personal day(s) immediately before and/or after a holiday to provide verification of an appropriate reason for the sick day(s) absence(s) described above. Failure to provide such verification shall result in a loss of salary for the day(s) which the employee is unable to provide verification of the need to utilize a sick day(s) as described above.

IN WITNESS WHEREOF, the parties hereto, after due authorization have caused these presents to be executed in duplicate by their duly authorized officers on the day and year first above written at Cicero, Illinois.

BOARD OF EDUCATION CICERO SCHOOL DISTRICT 99
COOK COUNTY, ILLINOIS

Larry Polk, President

Attest:

James Terracino, Secretary

CICERO COUNCIL SECRETARIES UNIT
WEST SUBURBAN TEACHERS UNION
LOCAL 571, AMERICAN FEDERATION OF TEACHERS

Alice Kautsky, President

Attest:

Carol Anderson, Vice President

EXHIBIT A

Employees on the salary schedule shall receive their step each year of the contract. Employees who have moved off of the salary schedule shall receive a raise for each year of the contract. An employee who becomes a secretary in the District after having served as a District clerk shall receive service credit on the Secretary Salary Schedule for the time during which the individual served as a District clerk.

SECRETARY SALARY SCHEDULE

2013-2014

<u>Position</u>	<u>Hourly</u>	<u>Pre 7/1/2010 Hours</u>	<u>Pre 7/1/2010 Salary</u>	<u>Post 7/1/2010 Hours</u>	<u>Post 7/1/2010 Salary</u>
PROB. SECRETARY I	\$14.40	1720	\$24,768.00	1680	\$24,192.00
SECRETARY II	\$14.80	1720	\$25,456.00	1680	\$24,864.00
SECRETARY III	\$15.17	1720	\$26,092.40	1680	\$25,485.60
SECRETARY IV	\$15.59	1720	\$26,814.80	1680	\$26,191.20
SECRETARY V	\$15.98	1760	\$28,124.80	1680	\$26,846.40
SECRETARY VI	\$16.38	1760	\$28,828.80	1680	\$27,518.40
SECRETARY VII	\$16.79	1760	\$29,550.40	1680	\$28,207.20
SECRETARY VIII	\$17.21	1760	\$30,289.60	1680	\$28,912.80
SECRETARY IX	\$17.64	1760	\$31,046.40	1680	\$29,635.20
SECRETARY X	\$18.08	1760	\$31,820.80	1680	\$30,374.40

2014-2015

<u>Position</u>	<u>Hourly</u>	<u>Pre 7/1/2010 Hours</u>	<u>Pre 7/1/2010 Salary</u>	<u>Post 7/1/2010 Hours</u>	<u>Post 7/1/2010 Salary</u>
PROB. SECRETARY I	\$14.40	1720	\$24,768.00	1680	\$24,192.00
SECRETARY II	\$14.76	1720	\$25,387.20	1680	\$24,796.80
SECRETARY III	\$15.17	1720	\$26,092.40	1680	\$25,485.60
SECRETARY IV	\$15.55	1720	\$26,746.00	1680	\$26,124.00
SECRETARY V	\$15.98	1760	\$28,124.80	1680	\$26,846.40
SECRETARY VI	\$16.38	1760	\$28,828.80	1680	\$27,518.40
SECRETARY VII	\$16.79	1760	\$29,550.40	1680	\$28,207.20
SECRETARY VIII	\$17.21	1760	\$30,289.60	1680	\$28,912.80
SECRETARY IX	\$17.64	1760	\$31,046.40	1680	\$29,635.20
SECRETARY X	\$18.08	1760	\$31,820.80	1680	\$30,374.40

2015-2016

<u>Position</u>	<u>Hourly</u>	<u>Pre 7/1/2010 Hours</u>	<u>Pre 7/1/2010 Salary</u>	<u>Post 7/1/2010 Hours</u>	<u>Post 7/1/2010 Salary</u>
PROB. SECRETARY I	\$14.40	1720	\$24,768.00	1680	\$24,192.00
SECRETARY II	\$14.76	1720	\$25,387.20	1680	\$24,796.80
SECRETARY III	\$15.13	1720	\$26,023.60	1680	\$25,418.40
SECRETARY IV	\$15.55	1720	\$26,746.00	1680	\$26,124.00
SECRETARY V	\$15.94	1760	\$28,054.40	1680	\$26,779.20
SECRETARY VI	\$16.38	1760	\$28,828.80	1680	\$27,518.40
SECRETARY VII	\$16.79	1760	\$29,550.40	1680	\$28,207.20
SECRETARY VIII	\$17.21	1760	\$30,289.60	1680	\$28,912.80
SECRETARY IX	\$17.64	1760	\$31,046.40	1680	\$29,635.20
SECRETARY X	\$18.08	1760	\$31,820.80	1680	\$30,374.40

2016-2017

<u>Position</u>	<u>Hourly</u>	<u>Pre 7/1/2010 Hours</u>	<u>Pre 7/1/2010 Salary</u>	<u>Post 7/1/2010 Hours</u>	<u>Post 7/1/2010 Salary</u>
PROB. SECRETARY I	\$14.40	1720	\$24,768.00	1680	\$24,192.00
SECRETARY II	\$14.76	1720	\$25,387.20	1680	\$24,796.80
SECRETARY III	\$15.13	1720	\$26,023.60	1680	\$25,418.40
SECRETARY IV	\$15.51	1720	\$26,677.20	1680	\$26,056.80
SECRETARY V	\$15.94	1760	\$28,054.40	1680	\$26,779.20
SECRETARY VI	\$16.34	1760	\$28,758.40	1680	\$27,451.20
SECRETARY VII	\$16.79	1760	\$29,550.40	1680	\$28,207.20
SECRETARY VIII	\$17.21	1760	\$30,289.60	1680	\$28,912.80
SECRETARY IX	\$17.64	1760	\$31,046.40	1680	\$29,635.20
SECRETARY X	\$18.08	1760	\$31,820.80	1680	\$30,374.40

If off schedule (above Secretary X) ten-month secretaries receive a 2.75% raise for the 2013-2014 school year, 2.50% raise for the 2014-2015 school year, 2.50% raise for the 2015-2016 school year and 2.50% raise for the 2016-2017 school year .

Twelve-month secretaries hired prior to July 1, 2010 are paid at an hourly rate specified above for 2056 hours*. Off schedule twelve-month secretaries receive an hourly rate increase of 2.75% raise for the 2013-2014 school year, 2.50% raise for the 2014-2015 school year, and 2.50% raise for the 2015-2016 school year and 2.50% raise for the 2016-2017 school year. Twelve-month secretaries hired after July 1, 2010 are paid at an hourly rate specified above for 2080 hours**. If off schedule, the twelve-month secretaries receive an hourly rate increase of 2.75% raise for the 2013-2014 school year, 2.50% raise for the 2014-2015 school year, 2.50% raise for the 2015-2016 school year and 2.50% raise for the 2016-2017 school year .

HOURS SUMMARY:

*2056 Hours:

Regular Assignment = 44 weeks (3 weeks prior to school term, 1 week after school term, school term and Winter Break=1760 hours)

Summer Assignment = 7 weeks (8 hours per day, 4 days per week, 7 weeks of summer = 224 hours [formerly 168 hours])

Spring Break Assignment = 1 week (8 hours per day, 4 days per week, 1 week of Spring Break = 32 hours [formerly 24 hours])

Extra Pay Hours = 1 week (40 hours)

Total NEW Assignment = 2056 hours (1760 + 224 + 32 + 40)

Total OLD Assignment = 1952 hours (1760 + 168 + 24)

**2080 Hours:

Regular Assignment = 52 weeks (8 hours per day, 52 weeks per year)

NO Summer Assignment Differentiation

NO Spring Assignment Differentiation

NO Extra Pay Hours

Total NEW Assignment = 2080 hours