

AGREEMENT

Between the

**Board of Education
Edwardsville Community Unit
School District #7
Edwardsville, Illinois**

and the

**Edwardsville Federation of
Secretarial Employees
Local 4855, AFT/IFT**

2021-24

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ARTICLE I - RECOGNITION

The Board of Education of the Edwardsville Community Unit School District No. 7, hereinafter referred to as the "Board," recognizes the Edwardsville Federation of Secretarial Employees, IFT-AFT, hereinafter referred to as the "Union," as the sole and exclusive bargaining representative of all full and part time Secretary A's and Secretary B's who are employed by the Board.

Excluded from the bargaining unit are the following positions:

Secretary to the Superintendent
Secretary to the Assistant Superintendent of Personnel
Secretary to the Assistant Superintendent of Business Operations
Secretary to the Assistant Superintendent of Curriculum
Secretary to the Special Education Director
Secretary to the Food Service Director
Accountant
Payroll Coordinator
Financial Assistant/Payroll
Financial Assistant/ Accounts Payable
Transportation Coordinator
Kid Zone Administrative Assistant

ARTICLE II - NEGOTIATION PROCEDURE

- A. The parties agree to negotiate in good faith in accordance with the terms and procedures of the Illinois Educational Labor Relations Act.
- B. Not more than six representatives for the Board and six representatives for the Union shall constitute the representative negotiation teams at the bargaining table.
- C. Negotiations for a successor agreement shall begin no later than May 1 of the year that the Agreement expires, unless by mutual agreement the parties agree to another date. Meetings shall be held at mutually agreed upon dates, times and locations. Meetings shall be restricted to the representatives of the parties.
- D. Packets of initial contract proposals will be exchanged by the parties at the first negotiations meeting. No new or additional items may be introduced after the first meeting unless mutually agreed to by the parties. A total of not to exceed 20 items per team will be presented, excluding salary schedules.
- E. All proposals shall be in writing, worded as the proposing party wishes it to appear in the Agreement.
- F. When tentative agreement is reached on a proposal, it shall be initialed by the chief spokesperson of each party. When tentative agreement is reached on all items, the complete tentative agreement shall be presented for ratification to the Board of Education and the Union's membership. After ratification by the parties, the Agreement shall be signed by the President of the Union and the President of the Board.
- G. All news releases relative to negotiations shall be joint releases, except that either party may issue a release after giving 24 hours notice to the other party.
- H. The Union agrees to prepare drafts of the final agreement for both parties to proof read and to sign. The Union also agrees to provide copies to all members of the bargaining unit and to provide an additional twenty copies to the Board and administration.
- I. At each meeting, minutes shall be taken by each committee, with the recorders of each compiling a single set of official minutes, by comparison of their minutes at the conclusion of each session. Areas of disagreement on content/intent shall be noted on the official minutes. Minutes shall be approved at the next negotiations meeting.
- J. If negotiation meetings are held during the union representative's work time during the school year, the Union will pay for the substitute employee, if a substitute is employed. If the negotiation meetings are held during the summer, the Union and Board will split the substitute employees pay equally, if a substitute is necessary and will give notification to the Union.

ARTICLE III - GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is any claim by the Union or bargaining unit member(s) that there has been a violation, misinterpretation or misapplication of the terms of the agreement or the written policies adopted by the Board of Education which affect wages, hours, terms or conditions of employment.
2. All time limits shall consist of work days, that is days when the central office of the district is open to conduct business. Time limits may be extended by mutual agreement of the parties.

B. Limitations

A Union representative shall be present, if requested by the grievant, at any meeting, hearing, appeal, or other proceeding related to a grievance. However, nothing contained herein shall limit the right of a bargaining unit member to discuss the matter informally with his/her supervisor and to have the grievance adjusted without the participation of the Union. Any such adjustment shall be consistent with the terms of this Agreement.

- C. Informal Procedure: An employee must seek first to resolve the matter through a meeting with the immediate supervisor. When requested by the employee, a Union representative shall be present at informal meetings.

- D. Formal Procedure: If the matter is not resolved informally, it shall be processed as follows:

1. The grievant or the Union shall present the grievance to the immediate supervisor within thirty (30) days after the grievant becomes aware of or should have become aware of the event or circumstance giving rise to the grievance
 - a) The written grievance shall state the following:
 - 1) the nature of the grievance
 - 2) the provisions of the contract or written Board of Education policy which the grievant or Union believes have been violated.
 - 3) the remedy sought.

The supervisor shall respond in writing within ten (10) days of receipt of the written grievance. The response shall state clearly whether the remedy is granted or denied, and shall state the reasons for the decision.

- b) The grievant or Union may file a written appeal of the supervisor's decision with the Superintendent within ten (10) days receipt of the supervisor's decision. Within ten (10) days of receipt of the appeal, the Superintendent or designee shall schedule a meeting, where witnesses, documents, and other evidence containing facts relevant to the grievance shall be presented. Within ten (10) days of the conclusion of the meeting, the Superintendent shall respond, in writing. The response shall state the reasons for granting or denying the remedy sought.
- c) The grievant or Union may file a written appeal of the Superintendent's decision with the Board of Education within fifteen (15) days of receipt of the supervisor's decision. Within twenty (20) days of receipt of the appeal, a meeting with the Board or a Board appointed committee shall be scheduled where witnesses, documents, and other evidence containing facts relevant to the grievance shall be presented. Within fifteen (15) days of the conclusion of the meeting, the Board or Board appointed committee shall respond, in writing. The response shall state the reasons for granting or denying the remedy sought.
- d) The Union may file a written appeal of the Board of Education's decision with the American Arbitration Association within twenty (20) days of receipt of the Board or Board committee's decision.

2. General Provisions

- a) Failure of the Union to conform to these time limits shall cause the grievance to be deemed withdrawn.
- b) Failure of the Board or its administrative staff or other agents to conform to these time limits at any step shall allow the Union to proceed with the matter to the next level of the procedure.
- c) By mutual agreement between the Superintendent and the grievant or Union, steps may be bypassed.
- d) No employee who wishes to be represented by the Union shall be required to discuss any grievance if the Union representative is not present.
- e) No final disposition of a grievance brought by an individual shall be in conflict with this Agreement.
- f) No employee shall suffer reprisals because of his/her participation in these procedures.

- g) Should the processing of any grievance by the arbitrator require the presence of an employee or a Union representative, he/she shall be released from his/her regular assignment without loss of pay or benefits.
- h) Documents, communications, and records dealing with a grievance shall not become part of an employee's personnel file.
- i) The Board agrees to provide and make available all information, documents and materials pertinent to a grievance within twenty (20) days of receipt of the Union's request for information. If more time is required to comply with the Union's request, the parties shall agree on a date when the Board will comply with the request. If necessary, time limits will be waived during this period.
- j) A party seeking the postponement of a scheduled arbitration shall be responsible for the arbitrator's postponement fee and any other fees assessed because of the postponement. In all other cases, the parties shall each pay one half of the arbitrator's bill.
- k) Neither the Board nor the grievant shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party.
- l) The arbitrator shall have no power to alter the terms of this agreement.

ARTICLE IV - EMPLOYEE AND UNION RIGHTS

A. PROBATION

A newly hired employee shall be considered to be on probation for 145* work days of active employment in a specific category after the date of Board action. In the event that an acceptable criminal record check (as required by the Illinois School Code for new employees and applicants for employment) has not been received by the District by the end of the new employee's 145 work day probationary period, such probationary period may be extended until such time as the District receives an acceptable criminal record check on such employee. Once the acceptable criminal record check is received by the District on such employee, the employee shall be deemed to have completed the 145 work day probationary period effective with the end of the 145 work day probationary period. If a probationary employee changes categories before the completion of the probationary period, then a new probationary period begins with the date of employment in the new category.

The District may at its sole discretion terminate a probationary employee. This termination shall not be a grievable item. Upon satisfactory completion of a probationary period, an employee shall be deemed a permanent employee.

The District agrees to post an electronic version of this agreement on its website. The District will also provide a paper copy of this agreement to any employee who requests one in writing. Once finalized, the District will post an electronic version of the 9, 10 and 12 month working calendar for the school year on its website.

B. EMPLOYEE DISCIPLINE

Discipline shall be defined as a suspension without pay, or discharge. No non-probationary employee may be disciplined without just cause. Prior to administering discipline, the District shall obtain the employee's response to the misconduct charges. The degree of disciplinary action will be determined by the Superintendent or their designee, depending upon the circumstances of each case.

In the event the District decides to issue a written warning or reprimand to an employee, the employee shall have the right to submit a rebuttal to the written warning or reprimand and have it attached to the written warning or reprimand and included in the employee's personnel file.

The following is a non-exhaustive list of misconduct that the parties agree in advance shall constitute just cause for suspension without pay or discharge for a first offense of any of the following. This list shall include but not be limited to:

1. Unauthorized absence from work
2. Any absence from work which would constitute a dock day, unless the absence is authorized under state/federal law, i.e., FMLA, or approved by the Superintendent.
3. Violation of the District's policy prohibiting sexual harassment
4. Theft and/or misappropriation of funds

5. Unauthorized removal of District property from a District building
 6. Insubordination (i.e., failure or refusal to comply with an order or directive from a person with supervisory authority)
 7. Violation of the District's Drug and Alcohol Free Workplace policy; E-cigarette, Tobacco and Cannabis Prohibition
 8. Gross negligence or willful damage to District property
 9. Assault upon supervisors, other employees, or students
10. Falsification of records (including time sheets or tampering with time clocks)
 11. In addition to the above list of offenses that provides just cause for suspension without pay or discharge for a first time offense, the following shall apply to work rule violations and performance deficiencies:
 - a. Any employee who violates a work rule and/or whose performance is deficient in any area of assigned duties after receiving a verbal warning shall be subject to being issued a written warning or reprimand.
 - b. Any employee who violates a work rule and/or whose performance is deficient in any area of assigned duties within twenty-four (24) months after the date the employee received his/her first written warning or reprimand shall be subject to suspension or dismissal.
 - c. Should the employee not receive a second written notice of work rule violation and/or any performance deficiency within twenty-four (24) months after receiving a first written warning or reprimand, the first written warning or reprimand shall be removed from the employee's personnel file. The employee shall be responsible for requesting in writing that the District's Personnel Office remove the letter of warning/reprimand from the employee's personnel file that are more than twenty-four (24) months old. The District shall provide the employee written confirmation of the removal of the original infraction. Such confirmation will be mailed to the employee's home address.
- Any employee's failure or refusal to comply with an order or directive from a person with supervisory authority shall be considered insubordinate (not a performance deficiency) and just cause for the employee's immediate dismissal.

The employee may challenge the first written warning or reprimand if that written warning or reprimand is used as a basis for a subsequent suspension without pay or dismissal and the employee seeks to challenge his/her suspension without pay or dismissal at arbitration.

Prior to the dismissal of an employee, the Board or its designee shall conduct a pre-termination hearing. At least five (5) calendar days notice shall be given to the employee prior to the hearing. If requested by the employee, a Union representative shall be present at the hearing. Only the Board may discharge the employee.

All suspensions by the administration are subject to review by the Board.

C. Non-Discrimination

The Board shall not discriminate against any employee for reason of race, creed, color, marital status, age, sex, or national origin.

D. Right of Representation

When an employee is required to meet with a supervisor, administrator, or the Board on a disciplinary matter, and the results of this interview are to become a matter of official record, the employee shall be allowed to have a representative present. A representative shall also be permitted to attend any follow-up meetings relative to an investigation or examination of the disciplinary matter. The supervisor, administrator, or Board shall notify the employee one day in advance, giving reasons for the appearance, of any and all meetings to be held, except in cases which they feel are emergencies.

E. Personnel File

An official personnel file for each employee shall be maintained at the Central Administration Office. Each employee shall have the right, upon written request two (2) working days in advance, to review the contents of his/her personnel file, and to place therein written reactions to any of its contents. Materials related to discipline, continuation of employment, or any material derogatory to an employee's conduct, service, character, or personality may not be placed in the personnel file unless the employee has been given a copy of such material, and given an opportunity to attach a written response.

No one other than the immediate supervisor, the superintendent, the personnel director or designee shall have access to the file without the written consent of the employee.

All correspondence placed in the file must be signed by the originator of the correspondence.

F. Statutory Rights

Whenever any minimum rights or minimum benefits accorded employees under law exceeds the benefits accorded employees in this Agreement, then such rights and benefits shall be given the employees.

G. Payroll Deduction

Upon the written request of an employee on an authorization form, the Board shall deduct from the salary of the employee the amount of dues, payments or contributions they so direct to be withheld and forward same to union. Such authorization shall remain in effect unless revoked by the employee.

The Board also agrees, upon written authorization from an employee, to provide payroll deductions for insurance premiums, school sponsored charitable contributions, United States savings bonds, tax sheltered annuities and payments to the credit union.

H. Meetings, Notices and General Information

The Union shall have the right to use the following:

1. School buildings for meetings of the Union upon the approval of the building principal.
2. Employee mailboxes, inter-school mail, and school bulletin boards for the purpose of internal communications. The Union will provide a copy of any communications sent to the full membership through the inter-school mail to the building principal.
3. Office equipment upon the approval of the building principal and providing the Union reimburse the District for the cost of any paper used.

I. Notice of Board Meetings

The president of the Union or his/her designee will be given electronic notice the same day as the Board members and Administrators of all regular and special meetings of the Board, together with a copy of the agenda.

J. Released time for Union Meetings

One member of the Union will be allowed not more than three days of absence from his/her duties without loss of pay to attend the state or national meetings. The Union agrees to reimburse the Board for the amount paid substitutes within thirty (30) days of the last day of such absence.

K. Exclusive Rights

The rights granted herein to the Union shall not be granted or extended to any competing employee organization for the duration of this Agreement, except where required by law.

L. Telephone Access

Employees shall have access to a telephone for returning emergency calls or for use during duty-free times.

M. District Documents

The Board agrees to provide, upon request, to the President of the Union an electronic copy of the District's official budget, annual financial report, and information necessary to negotiate and enforce the Agreement.

N. Union Representatives

Representatives of the Union shall be permitted to transact official Union business on school property, provided that such business shall be conducted during the employee's duty free time, and provided that such representatives shall give prior notification to the building principal. This shall apply to building representatives, local Union representatives and officers as well as officials from state and national unions.

O. Contacts with Students

During working hours or at a school function the employee shall not abuse his/her contacts with students for any kind of personal profit or gain or to promote his/her own personal views or activities of a partisan political nature or of the Union.

P. Distribution of Agreement

Once the negotiations agreement has been finalized and accepted by both parties, copies shall be prepared for distribution. One representative from the Board and one representative from the Union shall be responsible for printing and distribution. The Board of Education will provide for copies for administrative use and the Union will provide for the number of copies for Union use.

Q. Fair Share

The Board shall honor employees' individually authorized deduction forms, and shall make such deductions in the amounts certified by the Union for union dues, assessments or fees. The District shall pay the fees to the Union within ten (10) days of the date they are deducted from the employees' salaries. Dues deduction authorizations shall remain in effect unless and until they are revoked in writing per the Union membership card procedures.

The Union shall indemnify the Board for any damages and reasonable costs incurred for any claims made by employees for deductions made in good faith reliance on information provided to it by the Union, as required by the Illinois Educational Labor Relations Act (115 ILCS 5/11).

ARTICLE V - CONDITIONS OF EMPLOYMENT

A. General Conditions of Employment

The following general conditions of employment shall apply to all employees in the bargaining unit.

1. Job Security

The duties of any permanent employee in the bargaining unit will not be permanently assigned or transferred to a person or persons outside the bargaining unit for the duration of the Agreement, if such assignment or transfer would result in a reduction or elimination of bargaining unit positions, except in cases of attrition.

The Board of Education will comply with the Illinois School Code if it decides to contract out the services presently being performed by secretarial staff with a third party vendor. The Board agrees to stipulate with the contractor that all present employees affected by the change will be employed by the contractor and subject to the provisions of this Agreement for its duration.

2. Safety Conditions

- a. The Board and Union agree that safety is a dual responsibility of both parties. Employees shall not be required to work under unsafe or hazardous conditions. If an employee is directed to perform a task that he/she feels is hazardous, he/she should report same to either the building principal or the Personnel Administrator if not in a school building.
- b. Safety guidelines shall be established by the district, after receiving input from a joint management/employee committee. The district will inform all employees about safety guidelines through written or verbal communications.
- c. Employees who fail to comply with district or building safety directives shall be subject to serious disciplinary measures, including verbal and written reprimands, suspension and termination.
- d. Employees shall immediately report all accidents and injuries occurring at work to his/her immediate supervisor and the employee shall immediately call the On Call Nurse. In the event that immediate treatment is necessary, the employee shall call 911. Failure to report accidents and injuries may result in ineligibility for benefits and/or disciplinary action.

- e. Any incident which jeopardizes the personal safety of any staff member or student must be reported immediately to the principal, supervisor or a Central Office administrator. Such incidents may include, but are not limited to, verbal threats, sexual harassment, theft, assault, battery, stalking, presence of weapons in the school, hate crimes, criminal trespass, vandalism and presence of drugs or alcohol in the school. Failure to report such incidents may result in disciplinary action.

3. Emergency Shutdown

Twelve month employees are expected to report to work in the event of any emergency shutdown. If such employee is unable to report for work due to emergency, crisis, weather, or acts of God, she/he shall not be disciplined but shall have the option of substituting vacation or personal leave days so as not to lose pay, time, or benefits.

Partial year employees (9 and 10 month employees) who are not expected to report for work on student non-attendance days or as indicated on their work classification's calendar shall not lose pay or benefits when buildings are shut down for emergency, crisis, weather, or acts of God but work days will be adjusted to cover shutdowns caused by emergency, crisis, weather, or acts of God (maximum of 5 days).

Each building administrator shall establish procedures for notifying employees of emergency shutdown.

4. Resignation

An employee who is resigning from his/her position shall give two weeks advance notice. Part or all of the two weeks notice may be waived by mutual consent between the employee and Personnel Administrator. Earned vacation shall be paid according to the proportion of full months worked to the employees total work year.

5. Seniority

a. Definition

Unless otherwise specified in a particular provision of this agreement, seniority shall be defined as the length of the continuous service within the respective category based on the employee's initial date of employment. Seniority will accrue during an unpaid leave of absence; however, this applies only to seniority experience and not to salary or benefits.

Seniority is lost by resignation, dismissal pursuant to Article IV B and C of this Agreement, or retirement. All accrued benefits are transferable from one job classification to another classification, excluding salary. Salary placement in a new category will include credit for previous years experience only if in a like category. Like categories are limited to the following:

- * Secretary B (formerly Media Clerks and Clerical Clerks)
Secretary A

The term Secretary B is used in this Agreement to replace the term formerly used which was clerk. The parties agree that the use of the term Secretary B in place of clerk is not intended to indicate a change in expected skills, assigned duties, or scope of responsibility.

b. Temporary Employees

The Board shall have the right to hire short and long term substitutes when an employee is absent from work on an approved paid or unpaid leave, and said substitutes shall not be covered under the terms of this contract. Short and long term substitutes will be paid on step one of the Secretary A or Secretary B salary schedule, as applicable to the assignment.

c. Amount of Seniority

The District shall provide one copy of the seniority list(s) to the President of the Union no later than February 1 of each contract year. The seniority list(s) shall be developed based on the following categories:

- 1) Secretary A
- 2) Secretary B (formerly clerks)
 - a) Media
 - b) Office

The term Secretary B is used in this Agreement to replace the term formerly used, which was clerk. The parties agree that the use of the term Secretary B in place of clerk is not intended to indicate a change in expected skills, assigned duties, or scope of responsibility.

6. Reductions in Force (RIF)

The Board shall have the right to eliminate positions through attrition.

There are two categories, Secretary A and Secretary B. The least senior employee within the category of position being eliminated will be dismissed first.

All reductions in force and recalls shall be done as per the provisions of this Agreement and Chapter 122, Paragraph 10-23.5 of Illinois Revised Statutes (The School Code).

7. Change of Classification or Position

a) Temporary Change

When a person is assigned temporarily to perform work in a higher or lower paid classification or position, his/her salary will not be affected. Any employee assigned to a completely different job for a period of longer than three consecutive work days will receive the higher rate of pay for the new assignment for all the days so worked beginning with the first day. If an employee is assigned to perform work in a lower paid classification or position, the employee shall suffer no reduction in pay or benefits because of such assignment at any time.

b) Permanent Change Within Promotional Line

Employees who are permanently transferring from one position to another within the same promotional line shall carry all previous salary and experience credit onto the salary schedule for their new position. Promotional lines are: Secretary B to Secretary A, and movements to positions of higher pay within the secretarial categories.

8. Employee Work Day and Work Week

The normal work week shall be five (5) contiguous days per week. The normal work day for full time secretarial employees shall be eight (8) hours.

All employees who work forty (40) or more hours per week shall be entitled to insurance and other benefits.

9. Duty Free Lunch Period

All employees who work in excess of four (4) hours a day or shift shall be entitled to a thirty (30) minute duty free lunch period (without pay) which shall be in addition to the above stated work day. If approved by the immediate supervisor, an hour can be approved (without pay) for a lunch period.

10. Breaks

Each full time employee will be entitled to twenty-five (25) minutes break time per shift and each part-time employee will be entitled to fifteen (15) minutes for six hours or more worked, as assigned by his or her supervisor.

11. Notice of Assigned Work Hours

Each employee shall receive written notification of his/her normally assigned shift or work hours not later than ten (10) work days after the first day of the school year if it is to be different than the past assignment, or in the case of a new employee, within the first ten work days after his/her date of employment. All personnel who receive a reduction in force notice will be notified in writing of the procedures to be used for recall/reassignment.

If an employee is assigned to work a different shift than what is normally assigned, four (4) calendar days written notice must be given, except in an emergency situation as determined by management.

12. Evidence of Fitness

New Employees

All applicants who receive conditional offers of employment shall provide to the district a physical examination from a licensed physician showing evidence of physical fitness and, where applicable or required by law, evidence of freedom from communicable disease.

The cost of the examination will be paid by the employee. Physicals must be turned in within thirty days of the date of board action or the employee may be discharged.

Current Employees

The district may require an employee to submit to a medical examination if there is evidence of physical or mental problems related to job performance or safety. The cost of the examination shall be paid for by the district. The scope of the examination shall be limited to the area of job performance in question.

All Employees

The district shall have the authority to require medical examinations which are consistent with state and federal statutes.

13. District Directory

All personnel who are employed as of the first student attendance day of the fall term of a given year shall be listed in the District Directory for that year.

14. In-Service

When an employee is required to attend an institute, training session, or in-service program, he/she shall be notified in writing by the immediate supervisor. If an employee is required to attend such a program outside of his/her normal working hours, he/she will be paid for the extra time (at time and one-half their normal rate of pay if over the normal work week for their classification).

ARTICLE VI - EMPLOYEE EVALUATION

A. NOTIFICATION OF EVALUATION PROCEDURE

All new employees shall receive information acquainting them with the evaluation procedure and the instrument to be used prior to the employee's first evaluation.

B. MULTIPLE ASSIGNED EMPLOYEES

Employees who have multiple building locations or work locations shall be assigned a single supervisor for purpose of evaluation

C. EVALUATION

The primary purpose of an employee evaluation shall be the improvement of employment skills and job performance. Employee evaluations shall be conducted annually.

Evaluations shall be based upon knowledge of the performance of assigned duties and observations of the work area. A conference to discuss evaluation will be scheduled at a time which is mutually agreeable to the evaluator(s) and the employee. In no case shall the employee's signature on the evaluation be construed to mean that the employee agrees with the contents of the evaluation – only that it has been discussed. An employee may submit additional written comments to the evaluation. The written comments submitted by an employee will be attached to the supervisor's written evaluation and maintained in the employee's personnel file. The immediate supervisor will sign the employee's response acknowledging that he or she has read the material.

The building principal or immediate supervisor shall conduct an orientation for each employee under his or her supervision to fully inform him or her of the evaluation procedures and instrument to be used.

ARTICLE VII - ASSIGNMENTS, VACANCIES, PROMOTIONS, TRANSFERS

A. Notification of Permanent Assignment Change

Any employee who receives a permanent involuntary change in assignment to another position or another building will be given written notification within five (5) working days prior to the date the transfer is to become effective.

B. Vacancies

1. A vacancy shall be defined as a permanent position, within or outside of the bargaining unit, which has been newly created or which has previously existed and the Board intends to continue, but which is vacated due to transfer, promotion, reassignment, resignation, retirement, death, or termination. The term “vacancy” shall not apply to positions filled by voluntary or involuntary transfers or to any position from which an employee is absent due to leave.
2. Within fifteen (15) calendar days after the date the School Board approves a vacancy or approves adding a new position, the vacancy will be posted in all buildings and electronically. The notice will include the name of the position, qualifications, salary range, deadline for applying, and to whom the application shall be sent. All vacancies must be posted in all buildings and electronically for a minimum of seven (7) calendar days before the vacancy is filled on a permanent basis by the Board of Education. All vacancies will be posted in the mail room and/or teachers’ lounges in each building, and a copy of all vacancies will be given to all head cooks and head custodians to post. The District may employ substitutes to fill vacancies on a temporary basis, not to exceed 30 calendar days after the application deadline, except for unanticipated work situations, (Example: enrollment changes, lack of material, etc.), funding problems, lack of acceptable qualified applicants, or other unforeseen circumstances.
3. Any employee may request that a copy of any vacancy notice in which he/she may be interested be mailed to his/her home during his/her time off from work. The request must be made within one week prior to going on a vacation/break and the vacation/break must be longer than one week.
4. When filling a vacancy, the District will take into consideration the needs of the District and will fully consider each applicant. The Board will make the final decision on which applicant is selected for the position.
5. Any employee may bid on a vacancy, except probationary employees who shall not be eligible to bid unless no other bids for the vacancy are received, or unless applications are being received from outside the bargaining unit.

ARTICLE VIII - LEAVES

A. Sick Leave

All full time and part time employees shall be allowed one and one half (1.5) days of sick leave for each month worked which can accumulate to 270 days. Any unused sick leave days beyond 270 may be donated to the sick leave bank if the employee so chooses.

Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household. Immediate family shall be interpreted to include parents, spouse or domestic partner, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, stepson, stepdaughter, stepsister, stepbrother, step parents, step grandparents and legal guardians. The school board may require a physician's certificate, or if the treatment is by prayer or spiritual means, that of a spiritual practitioner of such person's faith, as a basis for pay during leave after an absence of three days for personal illness, or as it may deem necessary in other cases. In all cases where an employee is absent for as much as ten (10) consecutive days, a statement by a physician or spiritual practitioner shall be required.

B. Compensable Injury or Illness

The District will comply with the law on the Illinois Worker's Compensation and Occupational Diseases Acts as amended and provide the benefits outlined in the "Information Handbook" prepared by the Illinois Industrial Commission. The employee shall not be charged sick leave other than for the first three days of an absence that is shorter than fourteen (14) days as outlined in the Act. The employee shall not lose seniority or contractually accrued benefits while on worker's compensation.

When an employee becomes eligible for Worker's Compensation benefits as a result of a compensable injury or illness, the benefit to which the employee is entitled shall be computed based on the formula stated in the "Information Handbook" which is available in each building.

C. Sick Leave Bank

1. **THE SICK LEAVE BANK COMMITTEE:**

- a. **Membership:** A three-member approval Committee shall be established. Two members shall be appointed by the EFSE Executive Committee, and one by the Administration.
- b. **Responsibility - Review Requests:** The Committee shall have the responsibility for reviewing requests for withdrawals from the Sick Leave Bank, verifying the validity of requests, recommending approval or denial of the requests on the basis of whether the requested leave is in compliance with the sick leave policies of the School District, and communicating its recommendation to the individual employee and the Personnel Office.
- c. **Responsibility - Development/Review of Rules and Procedures:** The Committee will be given the authority to develop rules and procedures and distribute same to the membership. The Committee will review these guidelines and procedures annually.
- d. **Meeting Dates:**
 - i. Monthly: The Committee shall review requests for withdrawals from the Sick Leave Bank, as the need arises, but no less frequently than once a month.
 - ii. Annually: The Committee shall meet annually, prior to June 30, to review rules and procedures for the next fiscal/school year.

2. **MEMBERSHIP QUALIFICATIONS FOR THE SICK LEAVE BANK:** To qualify for membership in the Sick Leave Bank, the employee must satisfy all of the following requirements:

- a. **Covered Position:** Employees must hold a position which is either subject to a collective bargaining agreement between the District and the EFSE or hold a non-certified exempt position.
- b. **Sufficient Seniority:** Employees must be employed by the District prior to the first day of the second semester of the preceding school year. For example: an employee must have been hired prior to January 15, 2000 (1st day of second semester) in order to join Sick Leave Bank for the 2000-2001 school year which began on July 1, 2000.
- c. **Timely Enrollment:** Employees must be enrolled in the Sick Leave Bank within their first thirty (30) days of employment in a covered position.
 - i. Employees who fail to enroll in the Sick Leave Bank in a timely manner (*i.e.*, within thirty (30) days from date of eligibility) will be prohibited from joining the Sick Leave Bank at a subsequent time.
 - ii. For purposes of indicating a desire to enroll, the date starting the thirty (30) day enrollment period shall be the employee's first day of uninterrupted work in a covered position, or the date of Board of Education action, whichever is later.
 - iii. An employee who is ineligible to participate in the Classified Sick Leave Bank because the employee failed to enroll in a timely manner

will not become eligible upon changing to another covered position. For example: If an employee is hired by the District as a secretary and elects not to enroll in the Sick Leave Bank, the employee will not be entitled to enroll in the Sick Leave Bank within thirty (30) days of becoming an exempt employee.

- iv. However, if an employee has a break-in-service, the employee is not precluded from joining the Sick Leave Bank, provided the employee enrolls within thirty (30) days of their re-employment with the District.
- d. **Contribution of Sick Leave Days:** Employees must contribute the required hours of sick leave to the Sick Leave Bank.
 - i. The required contribution is based upon the number of required contribution days, three (3) for each of the 1st three consecutive years. as determined by the District’s collective bargaining agreement with EFSE, multiplied by the average number of hours the employee works daily (*i.e.*, the employee’s Average Daily Rate or ADR).
 - ii. ADR is calculated by taking the number of hours the employee typically works per day multiplied by the number of days worked per week divided by 5 (the number of work days per week). ADR is rounded to the nearest quarter.

$$\frac{\text{Hours/Day} \times \text{Days/Week}}{5} = \text{ADR}$$

Example: Assuming the contractual contribution required is three (3) days, the following is the number of hours each employee would be required to contribute to the Sick Leave Bank:

REQUIRED CONTRIBUTIONS TO SICK LEAVE BANK			
Average No. of Hours Worked Daily	Average No. of Days Worked Weekly	Average Daily Rate “ADR”	Contribution (3 x ADR)
8.0	5	8.0	24 Hours
7.5	5	7.5	22.5
4	5	4.0	12 Hours
7.5	3	4.5	13.5
4	3	2.5	7.5

- e. Contributions to the Sick Leave Bank shall be made in accordance with the negotiated contract.
 - i. The first contribution will be made in the fiscal year prior to the year the employee becomes eligible for withdrawal benefits.
 - ii. In addition to the required contribution days, the new member shall transfer the necessary maintenance days, if any, required for that fiscal year.
 - iii. **Example:** A person who was first employed by the District prior to the 1st day of the second semester during the 2001-02 (FY 02) school year would have to enroll in the Sick Leave Bank and have their contribution days assessed during that fiscal year (FY 02), but would not be eligible for benefits until July 1 of the next fiscal year, 2002-03 school year (FY 03). An employee beginning work after the 1st day of the second semester of the 2001-02 (FY 02) school year would have to enroll in the Sick Leave Bank during FY 02, but would not have to contribute until the next school year 2002-03 (FY 03) and would not be eligible for benefits until the 2003-3004 school year (FY 04).

3. Definitions:

- a. **Part-Time Employee:** An employee who typically works less than the required weekly hours for full-time benefit status. **For example:** to be a full-time secretary, an employee is required to work 40 hours of work per week. However, any secretary who works less than 40 hours per week would be classified as part-time.
- b. **Seniority Date:** The date an employee begins uninterrupted service in a position.
- c. **Hire Date:** The date the Board of Education approves the action item to employ a person.
- d. **Break-in-Service:** A termination or resignation of employment with the District with an accompanying loss of seniority. A break-in-service does not occur when an employee is dismissed by the District at the end of a school term pursuant to a reduction-in-force or a non-renewal of their contract and subsequently re-hired for the following school term.

4. EMPLOYEE DECISION TO WITHDRAW FROM SICK LEAVE BANK:

- a. Any employee who decides not to continue his/her participation in the Sick Leave Bank must give written notice to the District's Personnel Office by July 31 of his/her intention to not continue in the Sick Leave Bank.
- b. Employees who do not notify the Personnel Office of their intention to discontinue participation in the Sick Leave Bank by July 31 will be automatically renewed in the Sick Leave Bank for that fiscal year.
- c. Any employee who withdraws from membership in the Sick Leave Bank shall be precluded from re-enrolling in the Sick Leave Bank at any subsequent time.
- d. Participants who withdraw from participation in the Sick Leave Bank lose all rights with respect to the Sick Leave Bank and become non-members.

- e. Participants who withdraw from the Sick Leave Bank will not be entitled to a refund of their sick leave contributions.

5. LEAVE BANK AWARDS LIMITS:

- a. The Sick Leave Bank may not permit the withdrawal of more than one hundred eighty (180) days over a five (5) year period, pro-rated for part-time employees, by any employee. Time periods run from the 1st day that benefits are authorized/received and end on the anniversary date of that withdrawal.
- b. Sick Leave Bank entitlement during any five (5) year period is determined by using the following formula: the maximum number of days that may be withdrawn by any employee multiplied by employee's Average Daily Rate.
- c. Typically the maximum number of days that may be withdrawn by an employee is one hundred eighty (180). However, if the depletion of the Sick Leave Bank is impending, no employee may withdraw more than one-half of the remaining days in the Sick Leave Bank.
- d. Employees are restricted in the number of hours they may withdraw from the Sick Leave Bank during their first two years of eligibility.
 - i. During an employee's first year of withdrawal eligibility, the maximum number of hours the employee may withdraw is sixty (60) times the employee's ADR.
 - ii. During an employee's second year of withdrawal eligibility, the maximum number of hours that the employee may withdraw is one hundred twenty (120) times the employee's ADR;
- e. After expiration of the initial five year period, employees are again eligible to draw to a maximum of one-hundred eighty (180) days for a second five (5) year period. The second period will begin on the date of first withdrawal during that second period and end on a five (5) year anniversary date of that withdrawal.
- f. Additional five (5) year periods can be used until the employee is no longer employed by the District.
- g. Unused sick days granted by the Committee shall be returned to the Sick Leave Bank.

6. RESTRICTIONS ON AWARDS: Awards of benefits are subject to the following restrictions:

- a. A two (2) day deduction in pay will apply for any single extended illness that does not exceed ten work days.
- b. Employees are only eligible for benefits during the months they normally would be working.
- c. The Sick Leave Bank Committee may not grant benefits during any one month that will exceed the number of the employee's working days during that month.
- d. Awards are not automatically renewed from one fiscal year or school year until the next.
- e. Awards cannot be approved and made until the fiscal year after the year a person was employed (the seniority date for the year employed must be prior

to the first day of the second semester in order for that fiscal year to count as the year of employment).

7. **ADJUSTMENTS TO AWARD AMOUNTS:** The amount of an award may be adjusted if an employee is receiving disability benefits from another employment/pension related agency such as Illinois Municipal Retirement Fund (“IMRF”), the Department of Social Security, etc.
- a. In no circumstance should the combination of benefits exceed the employee’s gross pay (hourly or salaried rate of pay) for the pay period(s) in which the leave is in effect. If the combination of benefits exceeds the employees’ gross pay then the amount of overage shall be returned to District 7 and sick days reinstated to the sick leave bank.
 - b. Sick Leave Bank may authorize benefits that will allow the employee to receive compensation equal to, but not to exceed, their scheduled hourly or salaried rate for the benefit period.
 - c. Each day of benefits will count as one (1) day (i.e., 1 x the employee’s ADR), regardless of the amount or percentage of pay when considering the amount of days an employee may withdraw from the Sick Leave Bank. The maximum withdrawal of one-hundred eighty (180) days over five (5) years applies regardless of the percentage or amount paid.
 - d. The number of Sick Leave Bank days withdrawn from the Sick Leave Bank will be prorated when considering the balance of hours/days remaining in the Sick Leave Bank. The percentage will be rounded to the nearest hour.
 - e. Example: A 4hr/day employee (\$10/hr.) who normally earns \$800 per month (\$40/day regular salary) from the District begins receiving disability payments from the Department of Social Security at the rate of \$600 per month (\$30/day). The employee may also draw \$200 (\$10/day) from the Sick Leave Bank. Because the Sick Leave Bank contributed 25% of the benefit (4 hrs./day x .25 = 1hrs. wages), the Sick Leave Bank balance would be reduced by 1 hour for every day the employee received a Sick Leave Bank benefit. The employee would still be considered as having used one (1) full day of their available benefit.
8. **GUIDELINES & CRITERIA FOR APPROVAL OF SICK LEAVE BENEFITS:** (NOTE -- Employees are only eligible for benefits during the months they would normally be working and are not automatically renewable from one fiscal year to the next fiscal year.) Withdrawal from the bank will be limited to employees who:
- a. Have an extended illness or disability which necessitates an absence from work for a minimum of two consecutive weeks.
 - i. The Sick Leave Bank benefits can only be used for employee’s personal illness which precludes the employee’s ability to work or for an employee’s quarantine at home.
 - ii. The Sick Leave Bank benefits will not apply for normal maternity leave or child-care.
 - b. Have exhausted their own sick leave days;

- c. Have been placed upon an approved leave of absence;
- d. Have submitted an application and a Physician's statement. No application for Sick Leave Bank withdrawal shall be processed unless the application is accompanied by a statement from the employee's physician indicating the nature of the illness, the length of time the employee will be unable to work due to the illness, whether the employee could return to work if provided with a reasonable accommodation (and if so, describing the accommodation) and the employee's expected date of return to work.
- e. Are not receiving benefits under a retirement/disability system (i.e., TRS, IMRF, Social Security, etc.). If an employee commences to draw benefits under any retirement/disability system for disability the employee's benefits from the Sick Leave Bank will be reduced accordingly.
 - i. Pay from the Sick Leave Bank will be in an amount so as to allow the employee to recapture their total salary from the combination of retirement/disability system benefits and Sick Leave Bank benefits.
 - ii. The adjusted Sick Leave Bank benefit will begin on the same date the employee begins receiving benefits from the retirement/disability system.
 - iii. If a person is receiving benefits from another agency (IMRF, Social Security, etc.), they must notify the Sick Leave Bank Committee in writing of the date and amount of the benefit award. Failure to notify the Committee will result in denial of any additional Sick Leave Bank benefits and recovery of previously awarded benefits.
- f. Have submitted a request for benefits on the approved application form. Application forms for withdrawal must be submitted to the Sick Leave Bank Committee every thirty (30) days and must be received no later than thirty (30) days after the employee becomes eligible to withdraw from the Sick Leave Bank.

9. FORMS:

- a. Application forms requesting use of days from the Sick Leave Bank may be obtained from the Personnel Office.
- b. Employees must return the completed application form and the accompanying physician's statement to the Personnel Office within thirty (30) days of becoming eligible to receive benefits from the Sick Leave Bank. The Personnel Office will then forward the application and physician's statement to the Sick Leave Bank Committee. It is the responsibility of the applicant to request additional forms if needed.
- c. All employees are required to notify the Sick Leave Bank Committee when the employee returns to work. Failure to do so may result in loss of Sick Leave Bank benefits.
- d. Forms used include: Application for Sick Leave Bank Benefits, Request to Join Sick Leave Bank, Request to Withdraw from Sick Leave Bank.

10. DETERMINING ANNUAL CONTRIBUTIONS OF ESTABLISHED MEMBERS:

- a. Hours remaining in the bank at the end of the school year will determine the number of sick leave days/hours that will be transferred to the Sick Leave Bank from the employees' accumulated sick leave at the beginning of the following school year.
 - i. If 100 or more days (800 hrs.) still remain in the bank, no days will be transferred
 - ii. Between 99 days (792 hrs.) and 50 days (400 hrs.) then 1 day will be transferred
 - iii. Under 50 days (400hrs) then 2 days will be transferred

11. EXHAUSTION OF SICK LEAVE BANK:

Should the bank be dissolved for any reason with days/hours remaining in the bank, the days/hours shall be returned to all the employees on a pro-rated basis. The days/hours returned will be rounded off to the closest hour.

D. Personal Leave

All full-time 9, 10 and 12 month secretaries (full-time is defined as forty (40) hours or more per week) shall be awarded four (4) non-cumulative personal leave days per work year.

All part-time 9, 10 and 12 month secretaries (part-time is defined as less than forty (40) hours per week) shall be awarded three (3) non-cumulative personal leave days per work year. Unused personal days at the end of the school year will be converted to sick leave.

Use of personal leave days shall be subject to the following conditions:

- 1. Must submit leave request form to the building principal at least two working days in advance.
- 2. Cannot be taken before or after a school holiday.
- 3. Cannot be taken for Union Activities.
- 4. Must be approved by Superintendent and specify reason for request on the leave request form if employee is unable, due to an emergency, to submit the leave request form two (2) working days in advance.

E. Leave for Jury Duty

When an employee is called for jury duty, the employee shall be granted leave with full pay, but the employee shall pay to the District any amount of money received for jury duty. Leave for jury duty shall not be counted against allowance for emergency leave or sick leave.

The employee shall present his/her immediate supervisor verification of the date and time of release from jury duty. An employee who is released during the first half of his/her work shift shall be expected to return to work and work the second half of the shift.

F. Leave for Guard or Reserve Duty

1. The jobs and career opportunities of any employee will not be limited or reduced because of service in the National Guard or Reserve.
2. Any district employee will be granted short-term leaves of absence when required for military training in the Guard or Reserves without sacrifice of vacation time.
3. When required by the Guard or Reserves to report for training duty, any employees may apply for and receive leave with full pay for a period not to exceed 10 days in any school year, provided that the employee shall pay to the school district whatever amount is received for the service, but not to exceed the school district salary for the period of the leave.
4. When required by the Guard or Reserve to report for short-term emergency or disaster duty, any employee may apply for and receive leave with full pay for the days on duty with the Guard or Reserve provided that the employee shall pay to the school district whatever amount is received for the service, but not to exceed the school district salary for the period of the leave.

G. Child Rearing Leave

Absence due to pregnancy related disability shall be treated as sick leave. The Board may grant requests for a child rearing leave of absence, with the beginning and ending dates determined by the employee's physician or as provided by the Family and Medical Leave Act of 1993. Upon return from such leave, employees shall be returned to their former position or equivalent.

H. Accumulated Sick Leave

The IMRF 6% RULE:

The parties agree that an eligible employee's receipt of compensation for unused sick leave will be added to the employee's IMRF creditable earnings in the employee's last paycheck, but the payment shall be limited in an amount to ensure the District is **not** subject to any IMRF 6% penalty.

Any sick leave monies that are not paid to the employee because of the 6% limit will be considered a retirement severance benefit and will be paid to the employee on the 65th

day after the employee's last day of work. This severance payment will not be treated as creditable earnings under IMRF.

In the event legislation and/or administrative rules do not include sick leave or other earnings in the 6% IMRF penalty cap calculation, the parties agree the monies will be paid to retiring employees in a manner to maximize creditable earnings.

Retirement Benefit

To qualify for this retirement benefit, the employee must be eligible to retire with IMRF (must be eligible to draw IMRF at the date of resignation).

Upon retirement by an employee (must be eligible to draw IMRF at the date of resignation), the Board agrees to pay that employee thirty (\$30) dollars per day for the first one-hundred twenty (120) days of unused accumulated sick leave, and forty (\$40) dollars per day for any additional unused accumulated sick leave beyond the first one-hundred twenty days (up to maximum total of 270 days).

Upon retirement by a part-time employee who is not eligible for IMRF, and who is age 55 or over, and who has ten years or more experience in the District, shall be paid at the rate of one-half their daily rate of pay at the time of retirement for unused sick leave days (maximum 270 days) but not in excess of ten dollars (\$10) per day.

I. Funeral Leave

Funeral leave will be given for death in the "immediate family". This is defined as death of parents, persons in lieu of parents, wife, husband or domestic partner, children, brothers and sisters, aunts, uncles, nieces and nephews, grandparents, grandchildren, brother or sister-in-law, stepson, stepdaughter, stepsister, stepbrother, stepparents, step grandparents, daughter or son-in-law, parent-in-law. One day will be allowed for each death, 2 days if over 150 miles travel one way, 3 days if over 250 miles travel one way, without loss of pay and will not be counted against sick leave. Sick leave may be utilized if more days are needed per death.

ARTICLE IX - VACATIONS AND HOLIDAYS

A. Vacation

1. Vacation for those employed on a twelve (12) month basis shall be provided as follows:
 - 1 week after 1 year of service
 - 2 weeks after 2 years of service
 - 3 weeks after 5 years of service
 - 4 weeks after 10 years of service
 - 5 weeks after 15 years of service
2. Unless otherwise specified in this Agreement, employees shall be allowed to use accumulated vacation days at their discretion if applied for at least seven (7) calendar days in advance and approved by the immediate supervisor. Use of vacation days will not be denied without reason.
3. The Board encourages the use of vacation days during the work year in which they are earned. Unused vacation may be accumulated to a maximum of thirty (30) days.
4. At the employee's termination of employment, the employee or beneficiary shall receive, at the daily rate of pay, compensation for all unused vacation days.

However, the parties agree that the payment of any earned but unused vacation days shall be limited in an amount to ensure the District is not subject to any IMRF 6% penalty. Any vacation pay that would cause the employee to exceed the 6% limit shall be paid to the employee post-employment as non-IMRF creditable earnings. The post-employment payment, if any, will be paid to the employee on the 65th day after the employee's last day of work.
5. Any employee who has been employed in a nine (9) or ten (10) month EFSE position and transfers into a twelve (12) month EFSE position may count all of his/her time of service (counted as years, months, days) in that position toward vacation time. Any employee transferring into the EFSE unit from another classified unit may not count time of service toward vacation time.

B. Holidays

All twelve (12) month employees will be permitted to observe without loss of pay the holidays that are listed in Chapter 105 ILCS, Section 5/24-2 of the Illinois School Code, except for Casimir Pulaski Day which shall be a workday.

In addition, the following days will be considered non-work days with pay for 12 month employees:

- New Year's Eve
- The Friday after Thanksgiving
- Christmas Eve
- Day After Christmas
- Maundy Thursday or Easter Monday (only if school is not in session)

All employees working less than 12 months will observe the above holidays and non-work days without pay.

If any of the above days fall on a twelve month employee's non-work day, the employee shall select a day from a list of alternative dates provided by the administration at the beginning of the school year.

ARTICLE X - COMPENSATION AND BENEFITS

A. Salary

All employees on a salary or experience schedule will be eligible to be moved forward one step on their salary schedule on July 1, if they have been employed since the first day of the second semester of the preceding school year. However, no employee is eligible for a step movement in any contract year of this agreement unless the parties' negotiated salary schedule includes a step increase for that particular contract year.

2021-2022 - One step movement for employees eligible; salary as per the 2021-2022 schedule included in Appendix C.

2022-2023 - One step movement for employees eligible; salary as per the 2022-2023 schedule included in Appendix D.

2023-2024 - One step movement for employees eligible; salary as per the 2023-2024 schedule included in Appendix E.

B. Overtime

Employees shall be entitled to overtime if he/she exceeds the work classification hours for the week. Overtime calculations shall be based on actual hours worked, i.e. sick leave, vacation, personal leave etc. will not count toward overtime eligibility calculations.

If a nine or ten month employee is required to work any hours outside of the normal work year, then those hours will be compensated at the normal rate of pay.

C. Call Out Pay

When an employee is called to return to work after departing work for the day or is called to report to work on a non-scheduled workday, the employee shall be guaranteed a minimum of two (2) hours pay at 1 1/2 times the employee's regular pay.

D. Pay Day

All employees will be required to submit a time sheet or use a computer based program and/or time clock consistent with District procedures, attached to the contract as Appendix E.

Nine month employees will be paid over ten months (20 pay periods) and ten and twelve month employees will be paid over twelve months (26 pay periods). Payroll checks will be issued once every two weeks on Friday. If that Friday falls on a holiday the check will be issued on the last working day preceding that Friday.

Two-week paydays will coincide with other classified employee paydays. At the district's discretion the pay period may be changed to a semi-monthly payday to coincide with paydays of other employee groups.

E. INSURANCE

Health Insurance.

For each regular full-time employee who desires to participate, the Board shall pay 100% of the cost of the premium for single coverage under a group health insurance plan for the duration of the contract. All employees are subject to eligibility requirements.

In addition to the Board's contribution for single coverage, the Board shall contribute \$50.00 each month toward a group health plan for family/spouse coverage for each full-time employee who desires to participate in the family/spouse plan.

Beginning with the 2021-2022 school year, for part-time employees scheduled to work at least 35 hours per week but less than 37.5 hours per week, the Board shall contribute 75% toward the cost of the monthly premium for single coverage under the group health insurance plan.

Beginning with the 2022-2023 school year, for part-time employees scheduled to work at least 35 hours per week but less than 37.5 hours per week, the Board shall contribute 90% toward the cost of the monthly premium for single coverage under the group health insurance plan for the duration of the contract.

For each regular full-time employee who elects Board paid health insurance coverage, the Board will provide, at its cost, a \$20,000 term life insurance policy subject to the age restrictions set forth in the life insurance policy. The Board will provide \$50,000 term life insurance coverage for employees that are eligible but decline Board paid health insurance coverage subject to the age restrictions set forth in the life insurance policy.

Insurance Committee.

A representative committee made up of all groups of employees (with at least 25% of the committee members named by the Union) will meet with the Superintendent and/or his/her designee and any other representative or employee that the Board may select (other than employees within this bargaining unit) to consider ways to reduce premiums and contain insurance costs and to provide input to the Board regarding health insurance coverages. The Board recognizes that the continuity of insurance providers is desirable. If the Board considers changing providers it will so notify the Insurance Committee which may evaluate and make recommendations to the Board regarding alternatives. The Board shall make the final decisions concerning the District's group health plan and providers.

Part time employees will have access to the aforementioned coverage and pay the premium.

Any employee who retires or anyone on approved leave of absence may keep her/his coverage, with the premium being paid by the employee.

F. Death Gratuity Pay

In the event of the death of a full time employee, while still an active employee of the District, the beneficiary of the deceased shall receive a payment equal to the amount determined by multiplying the number of unused sick leave days by thirty dollars (\$30.00).

In the event of the death of a part-time employee who is eligible for IMRF, the beneficiary of the deceased shall receive payment equal to the amount determined by multiplying the number of unused sick leave days by thirty dollars (\$30) prorated by the number of hours worked each day.

In the event of the death of a part-time employee who is not an IMRF participant, and still an active employee of the district, the beneficiary of the deceased shall receive payment equal to the amount determined by multiplying the number of unused sick leave days by one-half their daily rate of pay at the time of death.

ARTICLE XI - EFFECT OF AGREEMENT

A. Individual Contracts

The Board will not issue individual contracts to bargaining unit employees for the duration of the agreement. Letters of Notification of Employment shall not be considered individual contracts.

B. Savings Clause

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

C. Employee- Management Committee

The Board and Union agree to work cooperatively to establish and implement a joint employee-management committee. Both parties agree that the purpose of this committee shall be the positive and productive discussion of areas of mutual interest. It is further agreed that this committee shall not serve as a vehicle for individual employee complaints which should go through the normal resolution process as described in Article III, Section C.

Within 60 days of ratification of this agreement, representatives of both parties to the agreement shall meet to establish this committee. Meeting times will be mutually agreed upon by members of the committee.

ARTICLE XII - DURATION OF AGREEMENT

A. Strikes

The employees represented by the Union agree to perform full and complete service to the District for the duration of this contract.

B. Term of Agreement

The terms and conditions set forth in this agreement represent the complete and full understanding between the parties and may be modified, added to, or deleted from only through the written mutual consent of the parties.

This agreement is in effect from July 1, 2021, through June 30, 2024.

Signed by the negotiators on _____.

For the Union:

For the Board:

This Agreement is signed and adopted this _____ day of _____, 2020. In witness thereof for the:

Edwardsville Federation of
Secretarial Employees

Board of Education

Co-President

President

Co-President

Secretary

APPENDIX A

SALARY SCHEDULE PLACEMENT

1. All salaries are hourly. A person must have been employed since the first day of the second semester to be eligible for a step increase on the salary schedule. Step increases shall be effective each July first. However, no employee is eligible for a step movement in any contract year of this agreement unless the parties' negotiated salary schedule includes a step increase for that particular contract year.
2. Salary schedule credit for verified work outside of the District shall be given only if the work is directly related to the position being filled, and if the work has been performed within the last two years. No new employee shall be placed at a step higher than step three of the salary schedule.

3. Computing Annual Salary

The hourly wage will be computed into an annual salary based on the following formula.

- a. Secretary B - Hourly wage x hours worked per day x 180 days
 - b. Secretary A (200 days) - Hourly wage x 1600 hours
 - c. Secretary A (12 months) - Hourly wage x 2,080 hours or the actual hours worked in any fiscal year.
4. Pay Schedule

Nine month employees -- September -- June

200 Day and Twelve month employees -- Twelve months

APPENDIX B

A. Benefits

1. FICA - Paid by the District as required by law.
2. IMRF - Paid by the District as required by law. (Currently employee must work over 600 hours a year to be eligible.)
3. Sick Leave - 1 1/2 days per month which can accumulate to 270 days.
4. Sick Leave Bank - Employee donates three (3) days of sick leave for membership for one year to gain a maximum of 180 days sick leave if injury or illness exceeds accumulated sick leave.
5. Four personal leave days per year for all full time employees. Three personal leave days per year for part time employees (See contract for details.)
6. Funeral leave. (See contract for details.)
7. Partial pay for unused sick leave at retirement subject to 6% creditable earnings limit. (See contract for details.)
8. Paid vacation for twelve (12) month employees. (See contract for details.)
9. Employee health and life insurance for full time employees covering the months they work (9-10 month employees) and also the months they aren't working.
10. Employee health and life insurance for full-time employees for 12 months. (Full-time is defined as forty (40) hours or more per week). Refer to Article X, Section E.

APPENDIX C: SALARY SCHEDULES

SECRETARY SCHEDULE

2021 – 2022

Step	Sec'ty A	Sec'ty B
1	\$ 14.14	\$ 13.01
2	\$ 14.53	\$ 13.40
3	\$ 14.94	\$ 13.81
4	\$ 15.32	\$ 14.20
5	\$ 15.73	\$ 14.59
6	\$ 16.17	\$ 15.05
7	\$ 16.63	\$ 15.51
8	\$ 17.08	\$ 15.94
9	\$ 17.53	\$ 16.41
10	\$ 18.00	\$ 16.85
11	\$ 18.49	\$ 17.37
12	\$ 19.01	\$ 18.10
13	\$ 19.53	
14	\$ 19.91	
15	\$ 20.42	
16	\$ 21.17	
17	\$ 21.77	

APPENDIX D: SALARY SCHEDULES

SECRETARY SCHEDULE

2022 – 2023

Step	Sec'ty A	Sec'ty B
1	\$ 14.31	\$ 13.16
2	\$ 14.70	\$ 13.56
3	\$ 15.11	\$ 13.97
4	\$ 15.50	\$ 14.37
5	\$ 15.91	\$ 14.76
6	\$ 16.36	\$ 15.23
7	\$ 16.82	\$ 15.69
8	\$ 17.28	\$ 16.13
9	\$ 17.74	\$ 16.60
10	\$ 18.21	\$ 17.05
11	\$ 18.71	\$ 17.57
12	\$ 19.23	\$ 18.31
13	\$ 19.76	
14	\$ 20.14	
15	\$ 20.66	
16	\$ 21.42	
17	\$ 22.02	
18	\$ 22.62	

APPENDIX E: SALARY SCHEDULES

SECRETARY SCHEDULE

2023 – 2024

Step	Sec'ty A	Sec'ty B
1	\$ 15.15	\$ 14.00
2	\$ 15.54	\$ 14.40
3	\$ 15.95	\$ 14.81
4	\$ 16.34	\$ 15.21
5	\$ 16.75	\$ 15.60
6	\$ 17.20	\$ 16.07
7	\$ 17.66	\$ 16.53
8	\$ 18.12	\$ 16.97
9	\$ 18.58	\$ 17.44
10	\$ 19.05	\$ 17.89
11	\$ 19.55	\$ 18.41
12	\$ 20.07	\$ 19.15
13	\$ 20.60	
14	\$ 20.98	
15	\$ 21.50	
16	\$ 22.26	
17	\$ 22.86	
18	\$ 23.46	

APPENDIX F: SICK LEAVE BANK AGREEMENT

**MEMORANDUM OF AGREEMENT REGARDING
PROCEDURES FOR THE ADMINISTRATION OF THE
CLASSIFIED SICK LEAVE BANK**

August 29, 2001

I. THE COMMITTEE:

- A. **Membership:** A three (3) member approval committee shall be established. Two (2) members shall be appointed by the EFSE Executive Committee, and one (1) by the Administration.
- B. **Responsibility - Review Requests:** The Committee shall have the responsibility for reviewing requests for withdrawals from the Sick Leave Bank, verifying the validity of requests, recommending approval or denial of the requests on the basis of whether the requested leave is in compliance with the sick leave policies of the School District, and communicating its recommendation to the individual employee and the Personnel Office.
- C. **Responsibility - Development/Review of Rules and Procedures:** The Committee will be given the authority to develop rules and procedures and distribute same to the membership. The Committee will review these guidelines and procedures annually.
- D. **Meeting Dates:**
- Monthly:** The Committee shall review requests for withdrawals from the Sick Leave Bank, as the need arises, but no less frequently than once a month.
- Annually:** The Committee shall meet annually, prior to June 30, to review rules and procedures for the next fiscal/school year.

II. MEMBERSHIP QUALIFICATIONS FOR THE SICK LEAVE BANK:

- A. To qualify for membership in the Sick Leave Bank, the employee must satisfy all of the following requirements:
1. **Covered Position:** Employees must hold a position which is either subject to a collective bargaining agreement between the District and the EFSE or hold a non-certified exempt position.
 2. **Sufficient Seniority:** Employees must be employed by the District prior to the first day of the second semester of the preceding school year. For

example: an employee must have been hired prior to January 15, 2000 (1st day of second semester) in order to join Sick Leave Bank for the 2000-2001 school year which begins on July 1, 2000.

3. **Timely Enrollment:** Employees must be enrolled in the Sick Leave Bank within their first thirty (30) days of employment in a covered position. For the 2017-2018 contract year only, and on a one time basis, eligible employees can join the sick leave bank within 30 calendar days after the last party votes to ratify the successor contract. The eligible employee shall be responsible for contacting the Personnel Office to sign up for the sick leave bank.
 - a. Employees who fail to enroll in the Sick Leave Bank in a timely manner (*i.e.*, within thirty (30) days from date of eligibility) will be prohibited from joining the Sick Leave Bank at a subsequent time.
 - b. For purposes of indicating a desire to enroll, the date starting the thirty (30) day enrollment period shall be the employee's first day of uninterrupted work in a covered position, or the date of Board of Education action, whichever is later.
 - c. An employee who is ineligible to participate in the Classified Sick Leave Bank because the employee failed to enroll in a timely manner will not become eligible upon changing to another covered position. For example: If an employee is hired by the District as a cafeteria worker and elects not to enroll in the Sick Leave Bank, the employee will not be entitled to enroll in the Sick Leave Bank within thirty (30) days of becoming a custodian.
 - d. However, if an employee has a break-in-service, the employee is not precluded from joining the Sick Leave Bank, provided the employee enrolls within thirty (30) days of their re-employment with the District.
4. **Leave Contribution:** Employees must contribute the required hours of sick leave to the Sick Leave Bank.
 - a. The required contribution is based upon the number of required contribution days, as determined by the District's collective bargaining agreements with the EFSE, multiplied by the average number of hours the employee works daily (*i.e.*, the employee's Average Daily Rate or ADR).

- b. ADR is calculated by taking the number of hours the employee typically works per day multiplied by the number of days worked per week divided by 5 (the number of work days per week). ADR is rounded to the nearest quarter.

$$\frac{\text{Hours/Day} \times \text{Days/Week}}{5} = \text{ADR}$$

- c. **Example:** Assuming the contractual contribution required is three (3) days, the following is the number of hours each employee would be required to contribute to the Sick Leave Bank:

REQUIRED CONTRIBUTIONS TO SICK LEAVE BANK			
Average No. of Hours Worked Daily	Average No. of Days Worked Weekly	Average Daily Rate "ADR"	Contribution (3 x ADR)
8.0	5	8.0	24 Hours
7.5	5	7.5	22.5
4	5	4.0	12 Hours
7.5	3	4.5	13.5
4	3	2.5	7.5

- B. Any employee who decides not to continue his/her participation in the Sick Leave Bank must give written notice to the District's Personnel Office by July 31 of his/her intention to not continue in the Sick Leave Bank.
1. Employees who do not notify the Personnel Office of their intention to discontinue participation in the Sick Leave Bank by July 31 will be automatically renewed in the Sick Leave Bank for that fiscal year.
 2. Any employee who withdraws from membership in the Sick Leave Bank shall be precluded from re-enrolling in the Sick Leave Bank at any subsequent time.

3. Participants who withdraw from participation in the Sick Leave Bank lose all rights with respect to the Sick Leave Bank and become non-members.
 4. Participants who withdraw from the Sick Leave Bank will not be entitled to a refund of their sick leave contributions.
- C. Contributions to the Sick Leave Bank shall be made in accordance with the negotiated contract.
1. The first contribution will be made in the fiscal year prior to the year the employee becomes eligible for withdrawal benefits.
 2. In addition to the required contribution days, the new member shall transfer the necessary maintenance days, if any, required for that fiscal year.
- D. **Example:** A person who was first employed by the District prior to the 1st day of the second semester during the 2001-02 (FY 02) school year would have to enroll in the Sick Leave Bank and have their contribution days assessed during that fiscal year (FY 02), but would not be eligible for benefits until July 1 of the next fiscal year, 2002-03 school year (FY 03). An employee beginning work after the 1st day of the second semester of the 2001-02 (FY 02) school year would have to enroll in the Sick Leave Bank during FY 02, but would not have to contribute until the next school year 2002-03 (FY 03) and would not be eligible for benefits until the 2003-3004 school year (FY 04).
- E. **Definitions:**
1. **Part-Time Employee:** An employee who typically works less than the required weekly hours for full-time benefit status. **For example:** to be a full-time assistant, an employee is required to work 37.5 hours of work per week. However, any assistant who works 35 hours would be classified as part-time.
 2. **Seniority Date:** The date an employee begins uninterrupted service in a position.
 3. **Hire Date:** The date the Board of Education approves the action item to employ a person.
 4. **Break-in-Service:** A termination or resignation of employment with the District with an accompanying loss of seniority. A break-in-service does not occur when an employee is dismissed by the District at the end of a school term pursuant to a reduction-in-force or a non-renewal of their contract and subsequently re-hired for the following school term.

III. LEAVE BANK AWARDS LIMITS:

- A. The Sick Leave Bank may not permit the withdrawal of more than one hundred eighty (180) days over a five (5) year period, pro-rated for part-time employees, by any employee.
 - 1. Sick Leave Bank entitlement during any five (5) year period is determined by using the following formula: the maximum number of days that may be withdrawn by any employee multiplied by employee’s Average Daily Rate.
 - a. Typically the maximum number of days that may be withdrawn by an employee is one hundred eighty (180). However, if the depletion of the Sick Leave Bank is impending, no employee may withdraw more than one-half of the remaining days in the Sick Leave Bank.
 - b. **Example:** Assuming the Sick Leave Bank’s depletion is not impending, the following is the number of hours each employee would be entitled to withdraw from the Sick Leave Bank during any five (5) year period

CLASSIFIED SICK LEAVE BANK MAXIMUM ENTITLEMENT DURING A FIVE YEAR PERIOD				
Average No. of Hours Worked Daily	Average No. of Days Worked Weekly	Average Daily Hour Rate	Contribution (3 days x ADR)	Entitlement (180 days x ADR)
8.0	5	8.0	24 Hours	1,440 Hours
7.5	5	7.5	22.5 Hours	1,350 Hours
4	5	4.0	12 Hours	720 Hours
7.5	3	4.5	13.5 Hours	810 Hours
4	3	2.5	7.5 Hours	450 Hours

3. Employees are restricted in the number of hours they may withdraw from the Sick Leave Bank during their first two years of eligibility.
 - a. During an employee's first year of withdrawal eligibility, the maximum number of hours the employee may withdraw is sixty (60) times the employee's ADR.
 - b. During an employee's second year of withdrawal eligibility, the maximum number of hours that the employee may withdraw is one hundred twenty (120) times the employee's ADR;
 - c. **Example:** Assuming the Sick Leave Bank's depletion is not impending, the following is the number of hours each employee would be entitled to withdraw from the Sick Leave Bank:

MAXIMUM LEAVE ENTITLEMENT					
Average No. of Hours Worked Daily	Average No. of Days Worked Weekly	Average Daily Hour Rate (ADR)	Maximum Entitlement During 1st Year (60 x ADR)	Maximum Entitlement During 2nd Year (120 x ADR)	Maximum Entitlement for any 5 Years (180 x ADR)
8.0	5	8.0	480 Hours	960 Hours	1,440 Hours
7.5	5	7.5	450 Hours	900 Hours	1,350 Hours
4	5	4.0	240 Hours	480 Hours	720 Hours
7.5	3	4.5	270 Hours	540 Hours	810 Hours
4	3	2.5	150 Hours	300 Hours	450 Hours

4. Time periods run from the first day that benefits are authorized/received and end on the anniversary date of that first withdrawal.
5. After expiration of the initial five year period, employees are again eligible to draw to a maximum of one-hundred eighty (180) days for a second five (5) year period. The second period will begin on the date

of first withdrawal during that second period and end on a five (5) year anniversary date of that withdrawal.

6. Additional five (5) year periods can be used until the employee is no longer employed by the District.
- B. A two (2) day deduction in pay will apply for any single extended illness that does not exceed ten work days.
- C. Unused sick days granted by the Committee shall be returned to the Sick Leave Bank.
- D. Employees are only eligible for benefits during the months they normally would be working.
- E. Awards of benefits are subject to the following restrictions:
1. The Sick Leave Bank Committee may not grant benefits during any one month that will exceed the number of the employee's working days during that month.
 2. Awards are not automatically renewed from one fiscal year or school year until the next.
 3. Awards cannot be approved and made until the fiscal year after the year a person was employed (the seniority date for the year employed must be prior to the first day of the second semester in order for that fiscal year to count as the year of employment).
- F. The amount of an award may be adjusted if an employee is receiving disability benefits from another employment/pension related agency such as Illinois Municipal Retirement Fund ("IMRF"), the Department of Social Security, etc.
1. In no circumstance should the combination of benefits exceed the employee's gross pay (hourly or salaried rate of pay) for the pay period(s) in which the leave is in effect. If the combination of benefits exceeds the employees' gross pay then the amount of overage shall be returned to District 7 and sick days reinstated to the sick leave bank.
 2. Sick Leave Bank may authorize benefits that will allow the employee to receive compensation equal to, but not to exceed, their scheduled hourly or salaried rate for the benefit period.
 3. Each day of benefits will count as one (1) day (i.e., 1 x the employee's ADR), regardless of the amount or percentage of pay when considering the amount of days an employee may withdraw from the Sick Leave Bank. The maximum withdrawal of one-hundred eighty (180) days over five (5) years applies regardless of the percentage or amount paid.

4. The number of Sick Leave Bank days withdrawn from the Sick Leave Bank will be prorated when considering the balance of hours/days remaining in the Sick Leave Bank. The percentage will be rounded to the nearest hour.
5. Example: A 4hr/day employee (\$10/hr.) who normally earns \$800 per month (\$40/day regular salary) from the District begins receiving disability payments from the Department of Social Security at the rate of \$600 per month (\$30/day). The employee may also draw \$200 (\$10/day) from the Sick Leave Bank. Because the Sick Leave Bank contributed 25% of the benefit (4 hrs./day x .25 = 1hrs. wages), the Sick Leave Bank balance would be reduced by 1 hour for every day the employee received a Sick Leave Bank benefit. The employee would still be considered as having used one (1) full day of their available benefit.

IV. GUIDELINES FOR APPROVAL OF SICK LEAVE BENEFITS:

- A. Withdrawal from the bank will be limited to employees who have:
 1. Been placed upon an approved leave of absence;
 2. Exhausted their own sick leave days;
 3. Met the criteria outlined by the Sick Leave Bank Committee;
 4. An extended illness or disability which necessitates an absence from work for a minimum of two consecutive weeks.
- B. No application for Sick Leave Bank withdrawal shall be processed unless the application is accompanied by a statement from the employee's physician indicating the nature of the illness, the length of time the employee will be unable to work due to the illness, whether the employee could return to work if provided with a reasonable accommodation (and if so, describing the accommodation) and the employee's expected date of return to work.
- C. Requests for benefits must be made on the approved Application form. Application forms for withdrawal must be submitted to the Sick Leave Bank Committee every thirty (30) days and must be received no later than thirty (30) days after the employee becomes eligible to withdraw from the Sick Leave Bank.
- D. Employees are only eligible for benefits during the months they would normally be working and are not automatically renewable from one fiscal year to the next fiscal year.

V. FORMS:

- A. Application forms requesting use of days from the Sick Leave Bank may be obtained from the Personnel Office.
- B. Employees must return the completed application form and the accompanying physician's statement to the Personnel Office within thirty (30) days of becoming eligible to receive benefits from the Sick Leave Bank. The Personnel Office will then forward the application and physician's statement to the Sick Leave Bank Committee. It is the responsibility of the applicant to request additional forms if needed.
- C. All employees are required to notify the Sick Leave Bank Committee when the employee returns to work. Failure to do so may result in loss of Sick Leave Bank benefits.
- D. Forms used include: Application for Sick Leave Bank Benefits, Request to Join Sick Leave Bank, Request to Withdraw from Sick Leave Bank.

VI. CRITERIA:

- A. The Sick Leave Bank benefits can only be used for employee's personal illness which precludes the employee's ability to work or for an employee's quarantine at home.
- B. The Sick Leave Bank benefits will not apply for normal maternity leave or child-care.
- C. An employee may access the Sick Leave Bank at an adjusted benefit if they begin receiving benefits under a retirement/disability system (i.e., TRS, IMRF, Social Security, etc.). If an employee commences to draw benefits under any retirement/disability system for disability the employee's benefits from the Sick Leave Bank will be reduced accordingly.
 - 1. Pay from the Sick Leave Bank will be in an amount so as to allow the employee to recapture their total salary from the combination of retirement/disability system benefits and Sick Leave Bank benefits.
 - 2. The adjusted Sick Leave Bank benefit will begin on the same date the employee begins receiving benefits from the retirement/disability system.
 - 3. If a person is receiving benefits from another agency (IMRF, Social Security, etc.), they must notify the Sick Leave Bank Committee in writing of the date and amount of the benefit award. Failure to notify the Committee will result in denial of any additional Sick Leave Bank benefits and recovery of previously awarded benefits.

VII. CONTRIBUTIONS

Hours remaining in the bank at the end of the school year will determine the number of sick leave days/hours that will be transferred to the Sick Leave Bank from the employees' accumulated sick leave at the beginning of the following school year.

If 1200 or more days (9600 hrs.) still remain in the bank, no days will be transferred

- Between 900 days (7200hrs) and 1,199 days (9592hrs) then 1 day will be transferred
- Between 600 days (4800hrs) and 899 days (7192hrs) then 2 days will be transferred
- Between 0 and 599 days (4792hrs) then 3 days will be transferred

VIII. EXHAUSTION OF SICK LEAVE BANK

Should the bank be dissolved for any reason with days/hours remaining in the bank, the days shall be returned to all the employees on a pro-rated basis. The days returned will be rounded off to the closest hour.

APPENDIX G

TIME SHEET POLICY AND PROCEDURES

Employees will be required to use a time sheet on a daily basis to record hours worked.

Time Sheet Procedures:

- A. All employees must maintain a record of the total hours worked each day. These hours must be recorded accurately on a time sheet provided by the Payroll Office.
- B. Employees shall not complete time sheets in advance. The time sheet must be completed on a daily basis. Time sheets shall include the time the employee reported to work and the time the employee departed work.
- C. Employees may not sign in to work any earlier than 15 minutes prior to the start of their scheduled shift. Employees signing in prior to the start of their shift shall not perform or start work until their shift begins. Employees will not be compensated for waiting time.
- D. Employees are not authorized to perform any work during their duty free lunch and are required to depart their work area.
- E. Employees must complete and sign his/her bi-weekly time sheet to verify that reported hours worked are complete and accurate. The time sheet must accurately reflect all regular and pre-approved overtime hours worked, any leave days, late arrivals, and early departures. If in an unforeseen need for overtime arises and no administrator is present in the building, the employee will call his/her Building Principal.
- F. Employees must submit their bi-weekly time sheet to the Building Principal no later than the end of the workday each Friday, or the last scheduled workday of the week, whichever is earlier.
- G. The District cannot pay hourly employees that do not submit their completed time sheet by the required due date. The employee will be paid on the next pay date provided the Building Principal receives the completed time sheet by the due date for processing the next payroll.

- H. The District makes every effort to ensure employees are paid correctly. Employees should review their pay stubs to make sure they are correct. Improper deductions from pay are prohibited. If an employee believes that a deduction from pay has been made improperly, the employee should contact the Payroll Office. The Superintendent and/or designee will investigate the matter and make a decision with respect to the deduction from pay. Employees will be reimbursed for any deduction determined to have been made improperly.

- I. Employees are prohibited from working any hours that are not authorized in advance by their supervisors. An employee may not start work early, finish work late, work during a meal break or perform any other extra or overtime work unless he/she is authorized in advance to do so and that time is recorded on the time sheet. Employees are prohibited from performing any “off-the-clock” work. “Off-the-clock” work means work performed but not recorded on the time sheet. Any employee who fails to report or inaccurately reports any hours worked will be subject to disciplinary action, up to and including discharge.

- J. It is a work rule violation for any employee to falsify a time sheet; or to record or alter another employee’s time sheet. It is also a serious work rule violation for any employee to instruct another employee to report incorrectly or falsify hours worked, or to alter another employee’s time sheet to under or over-report hours worked. If a supervisor instructs an employee to (1) incorrectly or falsely under or over-report hours worked, or (2) alter another employee’s time record to inaccurately or falsely report that employee’s hours worked, the employee should immediately notify the Superintendent, as failure to do so could result in immediate termination of employment.

For the Board:

Date

For the Union:

Date

EFSE

This Memorandum of Understanding amends Article VIII, Section C (1) of the parties' collective bargaining agreements. To the extent any conflict exists between this Memorandum of Understanding and the parties' collective bargaining agreements, the Memorandum of Understanding shall supercede the parties' collective bargaining agreements. Neither this Memorandum of Agreement, nor any of its terms may be changed, waived or added to except in writing signed by all the undersigned parties to this Memorandum of Understanding.

Ed Hightower, Superintendent
Edwardsville CUSD No. 7

Mary Emerick, Co- President
Edwardsville Federation of Secretarial Employees

Lynn Padgett, Co-President
Edwardsville Federation of Secretarial Employees