

Agreement
Between the Board of Education,
the Kankakee School District No. 111

and the

Clerical Staff
of the Kankakee School District No. 111
Council of the American Federation of
Teachers,
AFL-CIO

2023-2024

2024-2025

2025-2026

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**Working Agreement Between
The Board of Education
Kankakee School District No. 111
and
Clerical Staff
The Kankakee School District No. 111 Council
of the American Federation of Teachers, AFL-CIO**

Preamble

This Agreement is made and entered into at Kankakee, Illinois, by and between the Board of Education, the Kankakee School District No. 111, and the Clerical Staff of the Kankakee School District No. 111 Council of the American Federation of Teachers, AFL-CIO.

The Agreement shall terminate at Midnight on June 30, 2026. This Agreement shall be renewed automatically from year to year, thereafter, unless either party shall notify the other in writing no earlier than January 1, 2026, and no later than May 1, 2026, or any year thereafter, that it desires to modify, change, amend, or terminate this Agreement. In the event of such notice to modify, change, amend, or terminate this Agreement, negotiations shall begin no later than 30 days thereafter, or on such other dates as the parties may agree.

**Article 1
Purpose and Scope**

It is the intent and purpose of the parties hereto, by entering into this Agreement, to promote and improve the relations between the Board and the school district clerical staff and to expedite and facilitate the attainment of the worthy objectives of the school district.

The Council of AFT Local 604 represents professional clericals who are interested in the total educational picture in relation to the Kankakee schools. Those interests go far beyond mere salary agreements and terms or conditions of employment. Therefore, this Agreement includes not only provisions for clerical earnings and fringe benefits, but also communication between the Board and the Union whereby the Assistant Superintendent for Human Resources and one other Administrator shall meet regularly with the Union President and one other Union representative to discuss matters of clerical concern and/or other provisions of this Agreement.

It is recognized by the parties that all provisions of the Agreement may be altered only by consent of both parties. If any provisions of this Agreement are, subsequently, declared by the proper legislative or judicial authority to be illegal or not binding, all other provisions remain in force and will not be affected, so that this Agreement will remain whole with the void provision deleted.

Article 2 Recognition

The Board recognizes the Union as the sole and exclusive bargaining representative for all clerical staff, full-time and part-time, excluding the Superintendent's secretary, payroll secretary, human resources secretaries, business office secretary, accounts payable secretaries, bookkeeper and grant-program secretaries. The Board shall not negotiate with any other individual or group purporting to represent the clerical staff, nor shall any other group have the rights granted to the Union herein.

Article 3 Fair Practices

In the application of the terms and conditions of this Agreement, neither the Board nor the Union shall discriminate against any clerical member on the basis of race, national origin, religion, gender, marital status, sexual orientation, or membership in, or association with, the Kankakee School District #111 Council of AFT Local 604.

Article 4 Collective Bargaining Meetings

All collective bargaining meetings shall be held at a time that both parties have mutually agreed upon.

Article 5 School Year

Days and years mentioned within this Agreement shall refer to workdays and the July 1 to June 30 fiscal year, respectively, unless specifically noted otherwise.

Article 6

Working Conditions

Clerical Staff members are not expected to assume the role of an Administrator or a Professional Educator in any matters.

6.1 Workday

Working days shall mean the days Monday through Friday inclusive and excludes Saturdays, Sundays, and those days of holiday observance as herein established according to the District calendar.

6.2 Hours of Work

A. A full-time workday shall be eight hours, including a paid, thirty-minute lunch, for all twelve- and/or ten-month clerical members beginning with the 2022-2023 school year.

B. Part-time shall mean less than eight hours per working day beginning with the 2022-2023 school year.

6.3 Job Skills

If the Employer requires a new skill of technological knowledge that the clerical staff member does not possess, the clerical staff member shall be provided with the necessary training.

6.4 Traveling Clerical Staff Members

Clerical staff members traveling in personal vehicles for authorized District business shall be reimbursed at the per-mile rate authorized by the IRS.

6.5 Securing Substitute Teachers

During their workday, clerical staff members may be required to secure substitutes for Teachers who are absent. Outside of their normal workday, the clerical staff member shall not be responsible for securing substitutes for Teachers who are absent.

6.6 Substitutes

Maximum effort shall be made by the District to hire qualified substitutes for all clericals when they are absent from school. The clerical will notify the proper administrator, who will then secure a substitute.

6.7 Time-keeping System

At such times when the District implements a time-keeping system to record time worked, the employee will be required to clock in and out for hours worked, including lunch.

6.8 Clerical Training

De-escalation training will be provided annually for clerical staff. Clerical members will also have the option to receive additional restraint training.

6.9 Student Uniforms

In a situation where a student must be removed from the educational environment due to uniform infraction, it is recognized that clerical members are not expected to stand in the role of administrator, teacher, or support staff as defined by the KSD #111 Uniform Procedure

6.10 Management of Curriculum Technology

Clerical staff members are not expected to assume the role of teacher in management of curriculum materials or technology.

6.11 Professional Development Training

Clerical members may attend training opportunities which may take place outside the District. Preapproval must be granted by the Superintendent or designee to attend any training sessions. If clerical members provide training to other clerical staff outside of work hours, then they will be compensated at their hourly rate of pay. Training sessions must be preapproved by the District.

6.12 Professional Development Calendar

By the last day of student attendance, the District will present clerical members with a professional development calendar for the first quarter of the following fiscal year (July – September). A professional development calendar for the rest of the year (October – June) will be provided to the clerical staff no later than September 15.

Clerical members will work collaboratively with the District to create meaningful professional development opportunities. Clerical Professional Development will be aligned, but not limited to E-Learning days. An annual survey will be sent to Clerical staff to gather ideas and suggestions for future trainings.

6.13 Continuing Education

A pool of \$5000 will be provided to the clerical union per academic year as an incentive for continuing education classes. The money, to be divided equally among those approved, will be for tuition reimbursement only. Interested clericals should apply by October 1 each year. Those who have been approved by the committee, to include a clerical member(s) selected by the KFT Clerical Representatives, will equally divide the \$5000; for example, if ten members of the bargaining unit are approved, each will receive \$500. In a given year if no one is approved, the money will not roll over.

Proof of completion of the course with a grade of “C” or higher will be submitted by June 1. Reimbursement will be by June 30. No member can be reimbursed for more than the tuition cost; for example, if the course’s cost is \$950 and the individual member is approved for \$1,500, only the \$950 will be reimbursed.

For members who take advantage of this benefit, the expectation is that the clerical will share the information with co-workers during district-approved professional development time. As a presenter, the clerical will be paid \$110 during the contract day for the first presentation and \$53 for each repeat presentation.

6.14 Professional Dress

Clerical staff shall dress in a manner that promotes the professional image of KSD #111 and does not distract from the office environment. Clerical staff shall dress in attire that models professional dress for an office setting. Jeans and T-shirts should only be worn on spirit days or if the activity warrants. Flip Flops, of the rubber sole design, are not considered professional attire.

6.15 Changes in Working Conditions

A. Clerical members will receive notice when a committee affecting working conditions is to be established and they shall have representation on the committee. Proposed revisions to procedures shall be made available to the clerical members through clerical representatives serving on the committee.

B. The District will coordinate assistance and guidance in office management which will be provided to every newly hired or reassigned clerical member.

6.16 Role of Clerical in Student Discipline

Clerical Staff members are not expected to assume the role of administrator or professional educator in matters of student discipline. This includes supervision of students who are in immediate need of Tier II or Tier III behavior support.

Clerical Staff members are not expected to assume the role of Administrator or Professional Educator when determining if a student should be sent home, remain in the office, or be sent back to class.

6.17 Access to Technology

Laptops will be available for Clerical Staff to check out as needed. It will be the responsibility of the direct supervisor and/or building School Leadership Team in the case that technology needs for clerical staff become a budgetary issue.

6.18 Terms and Conditions of Employment Commitment to a Respectful Culture and Climate

The Employer and the Union agree that each employee shall be treated with respect and dignity. The partners are committed to a work atmosphere characterized by “professional courtesy” and believe that it is the responsibility of all District employees to treat everyone involved in our educational environment with dignity and respect.

Verbal abuse, threats, or harassment by supervisors will not be tolerated. Discipline and/or reprimands of employees shall be conducted in a confidential manner except in cases where an employee requests a witness or union representative. Discipline shall be administered in a professional manner.

6.19 Role of Clerical in Hostile Aggressive Communications

Clerical staff are not expected to assume the role of administrator or police officer in matters of hostile aggressive communications from students, parents, staff, and/or community members that occur in person, by phone call, text, email, or other social media platforms. Verbal abuse, threats, and/or harassment toward clerical staff will not be tolerated. Should any hostile aggressive communication occur, staff are responsible for reporting the incident to an administrator immediately.

Article 7 Health Services

7.1 Physical Examinations

- A.** Any requirement by the Board for a physical examination of the clerical staff member after the pre-employment physical shall be paid for by the Board.
- B.** Specific reasons, in writing, shall be given to the clerical staff member for requiring this physical examination.
- C.** The selection of the examining physician shall be governed by applicable law.

7.2 Immunization Shots

- A.** As long as the District offers the Benefits Health Fair, all clerical staff members, without cost, will be offered annual immunization shots against influenza at the Health Fair.
- B.** Receiving the immunizations shot is entirely voluntary.

7.3 Role of Clerical in Student Medical Concerns

Under no circumstances, according to Illinois State Law (105 ILCS 5/10-22.21 b), shall clerical staff members be required to dispense medication.

Clerical staff members are not expected to assume the role of school nurse in matters of student illness or injury. Clerical employees may perform minor first aid as part of their job duties and to the extent it is covered by the liability insurance as set forth in the District's insurance plan.

Clerical staff members are not expected to assume the role of Administrator or Professional Educator when determining if a student should be sent home, remain in the office, or be sent back to class.

Article 8

Seniority

Seniority is the continuous length of time of employment effective with the date of hire within the Clerical bargaining unit. The District will compile and keep an up-to-date seniority list showing his/her date of hire and years of service. An updated seniority list will be sent to the Union President no later than October 1st.

Full-time employees shall earn one year of seniority credit for each full year worked within the Clerical bargaining unit in the District. Part-time employees shall earn one-half year of seniority credit for each full year worked within the Clerical bargaining unit in the District.

8.1 Termination of Seniority

An employee's seniority shall be terminated, and he/she shall lose his/her status as an employee when he/she:

- A.** Quits;
- B.** Is discharged;
- C.** Retires;
- D.** Fails to report to work at the conclusion of an authorized leave of absence or vacation;
- E.** Is laid off and the employee's layoff rights expire;
- F.** Is laid off and fails to respond affirmatively within five calendar days after receipt of notice of recall;
- G.** Is off work due to illness or injury and has not returned to work for six months after exhausting all sick leave and extended sick-leave benefits.

Article 9

Reduction in Force

9.1 Reduction in Assignments

When there is a reduction in the number of employee assignments which results in the necessity of releasing an employee, the employee with the least length of continuous, full-time service with the District shall be released first provided the remaining employees are qualified for the position. Written notice shall be mailed to the full-time employee by certified mail and, also, given to the employee by personal delivery with receipt at least thirty days before the employee is removed or dismissed or the hours are reduced together with a statement of honorable dismissal and the reason for the reduction-in-force. If a reduction in hours is due to an unforeseen reduction in the student population, then the written notice must be mailed and given to the employees at least five days before the hours are reduced.

9.2 Vacancies during Recall Period

If the Board has any vacancies during the recall period established under the *School Code*, the positions becoming available within a specific category shall be offered to the full-time employee who was honorably dismissed according to reverse seniority at the time of his/her release, provided the employee is qualified to hold such position.

9.3 Employees Recalled

Employees shall be returned to the position they held prior to release, if vacant. If that position is not vacant, then the employee shall be eligible for any other vacancy for which they are qualified. Employees who have been released may also be given consideration by the Administration, in its sole and non-grievable discretion, for any posted District vacancy for which they apply and are qualified.

Notice of recall shall be sent to an employee by certified mail (return receipt requested) to the last address submitted to the Board by the employee. The employee must notify the Board in writing within five calendar days of the receipt of the offer, of the acceptance or rejection of any vacant position tendered to the employee during the recall period. Any employee who fails to notify the Board of his/her acceptance or rejection of an offered position within the timelines set forth above shall be deemed to have waived his/her recall rights and will no longer be eligible for any other vacant position that becomes available within the recall period. An employee who timely responds but declines the offered position shall remain on the recall list.

Article 10 Personnel Files

Upon written request, an employee shall have the right to review and have reproduced at his/her own expense all materials in the employee's personnel file that he/she is entitled to inspect under the Personnel Record Review Act.

Each employee shall have the right to insert material in his/her personnel file that is relevant to the employee's service, including the right to reply to any material in the personnel file, at any time.

Evaluation and disciplinary documents shall not be placed in an employee's personnel file unless the employee receives a copy of such material.

Article 11 Assault

Assault on Clerical staff members will not be tolerated.

- A.** Clerical staff members shall report immediately to the Principal or his/her designee all cases of assault or battery suffered by them in connection with their employment.
- B.** If deemed appropriate by the Administration, the Principal or his/her designee shall notify the proper authorities on behalf of the Clerical staff member. The Clerical staff member will be given an immediate opportunity to notify the proper authorities.
- C.** If criminal or civil proceedings are brought against a Clerical staff member alleging that he/she committed an assault or battery in connection with his/her employment, such clerical staff member shall have legal assistance as is required by the Illinois School Code.
- D.** In any case where the rights of a Clerical staff member may be adversely affected by a decision of the Board, the Board shall take every possible precaution to prevent even the appearance of a Clerical staff member being asked to resign prior to informing the Clerical staff member of his/her right to representation by a member of the Federation.
- E.** The Board will pay no fees except for attorneys' fees that may be incurred pursuant to Section C.

Article 12

School Liability

12.1 Insurable Limits

Clerical staff members shall be covered under the District's insurance coverage for all activities carried out by the clerical staff members in performance of their duties as set forth in the insurance plan.

12.2 Workers' Compensation

The School District shall maintain a standard workers' compensation policy effective to all clerical staff members. In the event of an on-the-job injury which causes an employee to be absent from work, the employee may use available sick leave during the first three days that preceded becoming eligible for workers' compensation. The employee will receive workers' compensation benefits, if eligible, beginning with the 4th day that the employee is absent from work and will not be charged sick leave as of that 4th day.

Article 13 Evaluation

The Board acknowledges the general desirability of formal evaluations for clerical staff members once a year for the first five years of employment and every two years thereafter. This does not preclude more frequent evaluations by the Administration. All Employees will receive written notification of the assigned evaluator and a copy of the evaluation toll by September 9th of the school year. The clerical staff member shall be provided with a copy of the evaluation one day before the conference to review the document before the meeting. At the completion of the formal evaluation, a conference shall be held between the clerical staff member and the Administrator. The clerical staff member will sign the evaluation in order to acknowledge receipt. In the event that the clerical staff member disagrees with the formal evaluation, he/she shall have the option of attaching a written rebuttal to the evaluation document. This attachment will become part of the official evaluation of the clerical staff member. The Administration will complete all evaluation and post-evaluation conferences by April 15th of the evaluative year, unless an alternative date is mutually agreed to by both parties.

Any time an Administrator has concerns in regard to job performance/expectations, he/she will meet with the Clerical Staff member to address the concerns. If the Administrator feels that the concerns have not been resolved, he/she may initiate a Performance Improvement Plan.

An ongoing Evaluation Committee will be established to review the process of evaluations. This committee will consist of no more than ten (10) representatives total, up to five (5) from the Administration and up to five (5) from the Clerical Union. This committee will meet a minimum of once a year to discuss the specifics of the evaluation process if needed.

13.1 Performance Improvement Plan

A Performance Improvement Plan may be initiated at any time; however, if an employee has been evaluated and the final score is “needs improvement” or “unsatisfactory,” an improvement plan is required. The improvement plan shall

1. Be developed within ten (10) calendar days of the meeting with input from the evaluator and the Clerical Staff member. If a consensus cannot be reached, the evaluator will have the final say on the activities, dates, and expectations for improvement
2. Be implemented for a minimum of thirty (30) calendar days
3. Include the name of the Improvement Plan evaluator, specific deficiencies (including domain areas), remedial activities, due dates, and specific expectations for improvement
4. Include an option for a peer mentor if requested by either party. If the mentor requests release time, it must be pre-approved by the Human Resource Administrator
5. Include a midpoint conference between the evaluator and the Clerical Staff member for progress monitoring. The Clerical Staff member may request that the mentor attend the meetings. Additional conferences may occur at the request of the Employer or the Clerical Staff member.

Article 14

Grievance Procedure

Before a grievance is filed, a sincere attempt should be made to resolve any grievance by oral interview between the aggrieved and the supervisor before differences become formalized as grievances. At this meeting, the Union President or his/her designee may attend at the request of the aggrieved.

The purpose of this procedure is to resolve in a fair and equitable manner all misunderstandings, disagreements, and questions that might arise. No organization other than the Union and the Board and their respective designated representatives is to appear in an official capacity in the processing of a grievance.

14.1 Definition of Grievance

A grievance is defined as a claim that there has been a violation, misinterpretation, or inequitable application of any of the provisions of this Agreement. "School" or "Working" days as used in this procedure shall mean days when clerical staff are required to be in attendance. If the grievance procedure extends beyond the last day of the regular work year for the clerical staff member, all time limits shall consist of all weekdays, exclusive of Saturdays, Sundays, and holidays.

14.2 Step One—Building Level

If any clerical staff member or group of clerical staff members has a grievance, the issue shall first be presented to the Union President or his/her designee and to the immediate supervisor within twenty working days of the time a grievance arises or knowledge of the grievance by the grievor occurs. The supervisor shall arrange a meeting with the aggrieved party within seven working days of the receipt of the grievance. In the event a satisfactory solution has not been reached, the problem shall be put in writing by both parties. If the grievance has not been resolved, both parties shall so indicate on the form, and it shall proceed to the central administration within ten working days.

14.3 Step Two—Superintendent's Office

A copy of the grievance with the clerical staff member's and the supervisor's statements shall be forwarded to the Superintendent by the grievant or Union President. Within ten school days, the aggrieved and the Union President or his/her designee shall arrange for and meet with a member of the central administration of District 111.

At the conclusion of this step, a written decision shall be placed on the same form. In the event the grievance is not resolved, the Administrator shall, within seven school days following the conference, so indicate on the same form, a copy of which shall be forwarded to the Superintendent. The Superintendent or his/her designee will, within seven school days, state his/her final answer in writing to the grievant and the Union.

14.4 Step Three—Arbitration

In the event that the Superintendent's decision does not resolve the grievance, the Union may, within thirty school days, request binding arbitration. The parties shall jointly request the American Arbitration Association to submit a panel of arbitrators pursuant to the voluntary labor rules of said organization. In the event the request for arbitration

shall fall due after the end of the regular school year, the Union may request, in writing, that the arbitration hearing be scheduled during the next regular school year.

Any costs involved in implementing the arbitration stage of the grievance procedure will be shared equally by the Board and the Union. Expenses for the arbitrator's services and the expenses which are common to both parties shall be borne equally by the Board and the Union. Each party to an arbitration proceeding shall be responsible for compensating its own representatives.

14.5 General Provisions

- A.** No clerical staff member at any stage of the grievance procedure will be required to meet with any Administrator without Union representative, if the employee so elects.
- B.** All steps of the grievance procedure shall be heard at a mutually agreed time. If at any step of the procedure it becomes necessary for an individual to be involved during his/her working hours as determined by the Board, he/she shall be excused without loss of pay for that purpose.
- C.** If a grievance arises from the action of authority higher than the principal of a school or a supervisor, the Union may present such grievance at the appropriate step of the grievance procedure.
- D.** A clerical staff member who participates in the grievance procedure shall not be subjected to disciplinary action or reprisal because of such participation.
- E.** Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of the procedure within the time allotted had the decision been given.

Article 15

Insurance and Tax-Sheltered Annuity

15.1 Eligibility

The Board agrees that a hospitalization, surgical, and major medical insurance program for clerical staff members who work thirty hours or more per week and their spouses and/or dependents shall be provided by the District. Coverage for newly employed clerical staff members will begin on their first day of active employment.

15.2 Premium Contributions

The Board agrees to pay 95% of single coverage premiums, 80% of employee plus spouse or employee plus child(ren), and 75% of family coverage premiums for the duration of this contract. However, if the insurance cost increase exceeds 13% of the prior year's cost, the Board and the employee will split 50/50 any premium increase over 13%.

All new hires, whose workday is July 1, 2016, or after, or anyone moving from a PPO to a HMO plan will have the following plan: the Board agrees to pay 95% of single coverage premiums, 80% of employee plus spouse or employee plus child(ren), and 75% of family coverage premiums, except that if the insurance cost increase exceeds 13% of the prior year's cost, the Board and the employee will split 50/50 any premium increase over 13%. However, if for some reason the insurance carrier does not offer a PPO plan, all 2015-2016 employees forced to move from PPO to a HMO plan will not pay the higher rates put into effect for 2016-2017.

However, if for some reason the insurance carrier does not offer a PPO, all 2015-2016 employees forced to move from PPO to an HMO plan will not pay the higher rates put into effect for 2016-2017.

15.3 Term-Life Insurance

The Board shall provide a \$50,000 term-life insurance policy for the individual clerical employee unless otherwise restricted by age in the District's life-insurance policy.

The current policy states that employees at age 70 or older will have a \$25,000 term-life policy.

15.4 Tax-sheltered Annuity Program

A tax-sheltered annuity program shall be made available for purchase to all clerical employees. Participation in the annuity program is entirely voluntary. The Board reserves the right to limit the number of participating companies to eight.

15.5 Flexible Spending Account Program

The Board offers a flexible spending account program to provide a means for employees to set aside tax-free dollars.

Article 16

Leaves

The Board of Education will consider upon the Superintendent's, or his/her designee's, recommendation, the extension of sick leave for staff members whose circumstances warrant special consideration. The Board shall be petitioned through the Union and/or the principal and the Superintendent or his/her designee. The Board of Education may require a physician's certificate 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.

16.1 Sick and Disability Leave, Funeral Day, and Attendance Bonuses

All full-time twelve-month and ten-month clerical staff members shall be entitled to sick leave in the amount of twelve days at full pay each school year. If any such employee does not use the full amount of annual leave thus allowed, the unused amount shall carry over to the next year to a maximum allowable accumulation under IMRF plus one year's sick leave.

Absence for funerals of persons other than those included in 16.2 may be approved in advance for one day per year by the Assistant Superintendent of Human Resources or designee. In such cases, the request must be filed through the appropriate supervisor's office and must include appropriate documentation within one business day. This day is non-cumulative.

Clerical staff members having no sick leave absences other than for funerals in the immediate family and no dock days during a school year shall be awarded three hundred (\$300) dollars at the end of that school year. Clerical staff members having one sick day absence other than for funerals in the immediate family and no dock days shall be awarded one hundred fifty (\$150) dollars at the end of the school year.

16.2 Sick Leave shall be granted for

A. Personal illness

B. Quarantine at home

C. Serious illness or death in the immediate family or household. Immediate family or household means father, mother, husband, wife, child, brother, sister, parents-in-law, civil union partner, domestic partner, or stepparent

D. Absence for death of members of the family, such as aunts, uncles, grandparents, nieces, nephews, and first cousins

E. Death of in-laws (brothers, sisters, grandparents): limited to three days.

F. Birth, adoption, or placement for adoption

16.3 Personal Leave

Clerical staff members may use three days per year for personal business by notifying the principal or immediate supervisor in advance, ordinarily one week. However, in

emergencies, at least twenty-four hours advance notice should be given. These days are accumulative as sick days but are not intended to be vacation days.

It will not be necessary to state the nature of business necessitating the absence.

16.4 Paid Time Off (PTO) / Flex Days/Flex Time

Clerical staff members may use Paid Time Off (PTO) Days at their discretion in the amount of three days for twelve-month employees, and one day for ten-month employees.

Clerical Staff members who are compensated for working outside of their contractual calendar with Flex Time may use these days at their discretion through the end of the school year approved by the employee's supervisor.

Emergency overtime will be compensated with Overtime Pay. Compensation for all other overtime must be pre-approved and agreed upon by the Clerical Staff member and the immediate supervisor and will be documented on the District Overtime Form. Pre-approved overtime may be compensated with either Pay or Flex Time.

16.5 Family and Medical Leave

Eligible employees will be entitled to FMLA leave pursuant to the District's FMLA policy which can be found on the District website under Board of Education, Board of Education Policy, Section 5 Human Resources, 5:185-AP. Kankakee District 111 will follow the FMLA guidelines in regard to Maternity/Paternity Leave.

16.6 Returning to work

Clerical staff members returning from maternity, adoption, military, or sick leave shall be placed in the same or equivalent position as required by applicable law. If the leave time is not covered by FMLA or USEERA, clerical staff members returning from such leave shall be placed in the same or equivalent position if administratively possible; however, this provision does not require bumping an existing employee from the returning employee's former position.

16.7 Insurance

If the leave request is approved pursuant to the District's FMLA policy, the clerical staff member will continue to pay the contractually agreed upon insurance premium. If the leave request is not approved pursuant to the District's FMLA policy or the leave has exhausted the FMLA leave entitlement, the clerical staff member will pay 100% of the monthly premium and any associated COBRA fees.

16.8 Leave of Absence

Upon submission of appropriate medical documentation establishing the need for such leave, the Board may grant a medical leave of absence without pay for one year. The Board may require that the leave be taken until the end of a semester or school year. If an employee is medically unable to return to work after the approved leave of absence, the employee may request and the Board may grant, entirely at its discretion, additional leave. The Board may require an employee to obtain a second or third opinion from the District's physician at the District's expense for an extension to the leave and/or repeat requests. Continued contractual service shall not be affected. Upon completion of the

leave, the clerical staff member shall be assigned to the first vacant position for which he/she qualifies. If the leave request is approved pursuant to the District's FMLA policy, the clerical staff member / District will continue to pay the contractually agreed upon monthly insurance premium. If the leave request is not approved pursuant to the District's FMLA policy or the leave has exhausted the FMLA leave entitlement, the clerical staff member will pay 100% of the monthly insurance premium and any associated COBRA fees.

16.9 Jury Duty

Clerical staff members who are required to serve on jury duty shall receive full salary during the period of such service and shall reimburse the District for all compensation received from the court other than expenses.

16.10 Vacation

Twelve-month employees will be eligible for paid vacation time based on the following:

- 1-4 years 10 days
- 5-9 years 15 days
- 10+ years 20 days

At no time will these employees be required to use PTO days as part of vacation time. Employees may carry over vacation days for twelve months beyond the school year in which the vacation days are accrued, i.e., vacation days earned during a school year may be carried over until June 30 of the following school year. If the vacation days are not used within that time period, ~~the employee forfeits those vacation days.~~

- 1-9 years – 5 days (1) year
- 10+ years – 10 days (1 year expiration plan)
- \$50.00 for each day that is not used

16.11 Sick Leave Bank

- A.** Any full-time Clerical shall be eligible to participate voluntarily in a "Sick Leave Bank." Clericals who desire to participate in the Sick Leave Bank shall submit written notice of intent to participate on a provided form. Said notice shall be given to the Sick Leave Bank Committee, who will administer the provisions of the Sick Leave Bank, prior to October 1 of each year. Any Clerical on extended sick leave during the annual enrollment period is ineligible to join the Sick Leave Bank.
- B.** Each participating Clerical must contribute a minimum of three (3) days upon initial enrollment. Additionally, in case of depletion of the Sick Leave Bank below the 65% level (i.e., computed from the total enrollment in the Bank multiplied by three (3) days) during the school year, an automatic deduction of one (1) day shall be made from participants in the Bank with prior consent of the Sick Leave Bank Committee. No Clerical who has submitted a notice of intent to retire will have a sick day automatically deducted.
- C.** A participant may cancel membership by so indicating in writing directed to the attention of the chairperson of the Sick Bank Committee. Cancellation of membership, regardless of reason, shall mean forfeiture of any claim to contributed days and benefits of membership.

- D.** Authorized withdrawals by participating Clericals from Sick Leave Bank shall be made only upon approval of the majority of members of the Sick Leave Bank Committee. The Sick Leave Bank Committee shall be made up of the four (4) members of the Union Executive Board, a Union-designated committee chairperson, and an Administrator. The decisions of the Committee shall be final and are not subject to the grievance and arbitration procedures set forth in Article 14 of this Agreement.
- E.** A participating Clerical may not apply for withdrawal from the Sick Leave Bank until five days after the Clerical has depleted his/her accumulated sick leave and personal days. Each withdrawal shall be no more than twenty school days. A Clerical may apply for additional withdrawals, if necessary, upon depletion of the initial withdrawal, up to the maximum withdrawal. Under no circumstances shall withdrawals from the Sick Leave Bank be used to extend a participant's sick leave beyond the school year in which the leave first commenced. A Clerical may not apply for future Sick Leave Bank withdrawals until he/she has completed one year of active teaching service after use of the Bank. The maximum withdrawal for any Clerical, throughout his/her career at the District, shall be 60 days. No more than two Clericals may withdraw from the sick leave bank at any one time.
- F.** The Sick Leave Bank is available to Clericals who have exhausted all of their accumulated sick leave and personal days and suffer from a personal illness, disability or hospitalization of a "catastrophic" nature. Catastrophic refers to life-threatening, extraordinary, or chronically debilitating medical conditions and is not intended to include commonplace or ordinary medical conditions. Examples of catastrophic medical conditions include certain cancers and pregnancy/child-birth complications that are hazardous to the life of the mother and/or unborn child. In contrast, the flu, a broken leg, and routine pregnancies are not considered catastrophic medical conditions. Generally, catastrophic medical conditions must be considered both long-term in nature and require long-term recuperation periods. A physician's statement certifying that the medical condition is life-threatening, extraordinary, or chronically debilitating must be submitted with the Clerical's request to access the sick leave bank.
- G.** The Sick Leave Bank Committee shall compile a roster of participating Clericals and shall submit its information to the administration no later than October 15. The committee shall also report the specifics of any withdrawals to Human Resources as days are withdrawn and awarded to a participating Clericals.
- H.** Any Clerical who is receiving disability benefits from the Illinois Municipal Retirement Fund or who is absent for illness or injury due to work-related accident (which is compensable under the *Illinois Workers' Compensation Act*) may not avail himself/herself of any benefits of the Bank. Clericals who are on Board-approved leaves of absence, except for a temporary disability leave, shall be ineligible to withdraw days from the Sick Leave Bank.
- I.** Clericals retiring from District 111 during the length of this contract may donate any sick days accumulated, but not need for IMRF retirement to the Clericals Sick Leave Bank.

Article 17

Deductions

17.1 Dues Check-Off

The Board will make Union Dues payroll deductions upon written request by the employees on the form provided by the Union. This form will be provided to the Board by the Union. The Board shall honor employees' individually authorized deduction forms and shall make such deductions in the amount certified by the Union for dues, assessments, or fees. Authorized deductions shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deductions. Dues revocations are processed by the Union. If an employee revokes his or her dues in accordance with the terms in which he or she authorized the dues deduction, the Union will notify the employer after the close of the revocation window. This request must be made at least ten (10) calendar days prior to the first deduction.

The District agrees to remit these dues and/or fees to the Union twice each month that dues/fees are deducted. A list of all employees within the bargaining unit and any deductions that have been made and the amount of each deduction shall accompany each remission. Any changes in personnel from the list previously furnished shall be submitted to the Union within ten (10) working days.

17.2 Credit Union

Clerical staff members desiring Credit Union payments deducted from their regular check may do so by filing an individual request in writing to the Business Office.

Article 18
No Abdication of Board's Legal Responsibilities

This Agreement shall in no way be interpreted so as to deprive the Board of its responsibility under law to make decisions that are necessary for the proper operation of the school system.

Article 19
Resolution of Difference by Peaceful Means

During the term of this Agreement, the Union agrees that it shall not participate in, induce, or in any other way encourage strikes, sanctions, or slowdowns, which would interfere with, impede, or impair the normal operations of any school or schools of the District. Differences shall be settled by the peaceful means provided for in this Agreement.

Article 20
Use of School Equipment and Facilities

The Union shall have the reasonable use of typewriters, photocopy machines, computers, and communications systems, including email and bulletin boards, for the conduct of its business as long as there is no interference with the normal operation of the school, does not occur during Employee work hours, and complies with the District's acceptable technology use policy. The Union will reimburse the District for photo copying and long-distance calls.

Upon request made to the Principal and provided that it does not interfere with the educational program, the Union shall be permitted the use of a school building room for the purpose of holding meetings.

Article 21

Board Rights

The Board retains and reserves the ultimate responsibility for proper management of the District conferred upon and vested in it by the statutes and the Constitution of the State of Illinois and the United States the responsibility for and the right:

- A.** To maintain executive management and administrative control of the District and its properties and facilities.
- B.** To hire all employees and to determine their qualifications for employment and the conditions for their continued employment, to assign them to work as needed, to promote, transfer, demote, suspend, discipline, and discharge employees.
- C.** To increase, reduce or change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work or funds or other proper reasons.
- D.** To establish work schedules and to determine the starting and quitting time, and the number of hours to be worked, and to assign overtime.
- E.** To establish, modify, combine, or abolish job positions and classifications.

The exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the Board; and the adoption of policies, rules, regulations, and practices in furtherance thereof, shall be limited only by the specific and express items of this Agreement.

Article 22 Vacancies

22.1 Vacancy Definition and Postings:

A vacancy is defined as an open bargaining unit position resulting from a transfer, resignation, retirement, building reorganization, or death. Whenever a vacancy occurs or a new position is created, the Human Resources Office shall notify members by email and shall post the position on the District website.

22.2 Posting Content:

The posting shall include a job designation, the special qualifications required of a person applying for such position, and the location of the position, if determinable. The vacancy shall be posted on the District website for a minimum of four working days or until the position is filled. During the month of August, the Administration may seek to shorten the length of the posting period with the consent of the Union executive board. Clericals desiring consideration for such positions shall submit the required application within the posting period.

22.3 Filling a Vacancy or New Position:

Whenever a vacancy in a position occurs or a new position is created, the position will be filled based upon certifications, qualifications, merit and ability, relevant experience, and the needs of the district. If all these factors are determined by the Board to be equal, then the length of service will be the basis for the transfer.

22.4 Union Notification of New Clericals:

Names and addresses of all new clericals hired by the District will be mailed to the Union president no later than September 1 prior to the opening of school. New clerical names and addresses who are employed after the above date will be mailed to the Union president as soon as administratively possible.

Article 23

Pay Dates, Compensation Schedules, and Classifications

23.1 Pay Dates

Clerical employees will be paid in 24 installments. Employees will make this election by completing the district form by the designated date. Paydays shall be the 15th day and the last day of every month except when a pay period falls on a weekend or bank holiday; then, they will be paid the day prior to the weekend or bank holiday (820 ILCS 115/1 [Applicability] and 820 ILCS 115/4 [Payment of wages]).

23.2 Compensation Schedule

During the term of this agreement, clerical employees who are on the salary schedule will advance one step each school year. Clerical employees who are at the top of their respective lane will receive an increase of 3% for 2023-24, 2024-25, and 2025-26.

Because the number of days in the work year may vary, the employee will receive notification of the number of workdays in the work year prior to the beginning of the coming school year. The employee may calculate his/her annual compensation amount by applying the formula below:

Number of workday X Employee's hourly rate X 8 Hours = Annual Compensation

23.3 Longevity

For employees with 5-9 years of service, a \$111 Longevity Bonus will be paid; for employees with 10-14 years of service, a \$150 Longevity Bonus will be paid; for employees with 15-19 years of service, a \$200 Longevity Bonus will be paid; and for employees with 20+ years of service, a \$400 Longevity Bonus will be paid in December.

23.4 Project Manager

The Project Manager positions with qualifications, job description, and stipend amount will be posted for clerical staff to apply.

23.5 Bilingual Stipend

Bilingual clericals will receive a \$3,000 per year stipend paid quarterly at the rate of \$750.

23.6 Retirement Benefit

A clerical with at least 10 years of experience in Kankakee School District No. 111 at the time of retirement and is eligible to retire under IMRF will receive \$3,000 if the employee submits an irrevocable letter two months before the expected retirement date.

23.7 Additional Stipends

Projects managers will receive \$5,000 a year; clericals in a building by himself/herself will receive \$1,500 a year; and head clericals in a building with more than one clerical will receive \$1,000 a year.

During the term of this agreement, clerical employees who are on the salary schedule will advance one step each school year. Clerical employees who are at the top of their

respective lane will receive an increase of 3% for 2023-2024, 3% for 2024-2025, and 3% for 2025-2026.

Because the number of days in the work year may vary, the employee will receive notification of the number of workdays in the work year prior to the beginning of the coming school year. The employee may calculate his/her annual compensation amount by applying the formula below:

$$\text{Number of workday} \times \text{Employee's hourly rate} \times 8 \text{ Hours} = \text{Annual Compensation}$$

2023+ Clerical Starting Salaries

10-Month Employees

12-Month Employees

Years of Experience	Salary	Years of Experience	Salary
1	\$16.00	1	\$18.00
2	\$16.16	2	\$18.18
3	\$16.32	3	\$18.36
4	\$16.48	4	\$18.55
5	\$16.65	5	\$18.73
6	\$16.82	6	\$18.92
7	\$16.98	7	\$19.11
8	\$17.15	8	\$19.30
9	\$17.33	9	\$19.49
10	\$17.50	10	\$19.69
11	\$17.67	11	\$19.88
12	\$17.85	12	\$20.08
13	\$18.03	13	\$20.28
14	\$18.21	14	\$20.49
15	\$18.39	15	\$20.69

Signature Page

This agreement was made and entered into the _____ day of _____, 2023.

KFT President
Kankakee Council of
AFT Local No. 604

President
Board of Education
Kankakee School District No. 111

Memorandum of Understanding

Minimum Wage in School Districts

If the State of Illinois implements a compensation law that is applicable to school districts, then the Board and the Union will analyze if the union contract complies with said law. If it is determined that the union contract is in violation of an applicable compensation law, then the contract will be reopened. The sole intention of reopening the contract will be to ensure that the union contract is in compliance with state legislation surrounding compensation. No other articles of the contract will be negotiated if the contract is reopened.

Rules and Regulations for Time-keeping System

The Board of Education, the Kankakee School District No. 111, and the Clerical Staff of the Kankakee School District No. 111 Council of the American Federation of Teachers, AFL-CIO agree that the Administration will communicate all rules and regulations expressly established for the time-keeping system, mentioned in Article 6.2, prior to its implementation. Employees who fail to adhere to the established rules and regulations governing the timekeeping system may be subject to disciplinary action.