

**2017-2018**

**2018-2019**

**2019-2020**

**2020-2021**

**WORKING AGREEMENT BETWEEN THE  
COMMUNITY UNIT SCHOOL  
DISTRICT #9, GRANITE CITY, ILLINOIS**

**and**

**THE GRANITE CITY FEDERATION OF  
SECRETARIAL EMPLOYEES  
AFT LOCAL 4956**

2017-2018  
2018-2019  
2019-2020  
2020-2021

WORKING AGREEMENT BETWEEN THE COMMUNITY UNIT SCHOOL  
DISTRICT #9, GRANITE CITY, ILLINOIS

and

THE GRANITE CITY FEDERATION OF SECRETARIAL EMPLOYEES  
AFT LOCAL 4956

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#9,  
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ARTICLE 1

Recognition

The Board of Education of the Community Unit School District No. 9, Granite City, Illinois (hereinafter referred to as the "Board" or the "Employer"), agrees to recognize and does hereby recognize the Granite City Secretarial Council of the Granite City Federation of Teachers Local 743, AFT-AFL-CIO (hereinafter referred to as the "Union" or the Council") as exclusive bargaining agency for all employees employed in the bargaining unit described below.

ARTICLE 2

Bargaining Unit Work

Section 2.1

The bargaining unit shall consist of all employees in any of the schools, or offices of the employer, performing any secretarial, clerical, or related functions except as may be specifically excluded under the terms of this Agreement, hereinafter referred to as "Employees."

Secretaries excluded from the bargaining unit are:

1. Secretary to the Superintendent
2. Secretary to Human Resources (2)
3. Bookkeeper
4. Payroll Processor

Section 2.2

Supervisors shall perform no bargaining unit work on a regular basis.

### Section 2.3

The employer will in no event negotiate individually with any employees nor shall there be any bargaining agreement made other than this Agreement unless same be made through duly authorized representatives of the Union.

### Section 2.4

Bargaining unit members shall perform no work of employees unless specified by this Agreement.

## ARTICLE 3

### Union Rights

#### Section 3.1

Upon obtaining the written approval of the individual Union members, the Board shall check off and collect from such members all dues and assessments of the Union and pay the same to the Union, and the Union shall furnish a statement of the amount to be so deducted from the pay of each of its members, which shall be approved by said members.

#### Section 3.2

No employees shall in any way be discriminated against or in any way adversely treated or affected because of membership or non-membership in the Union or for Union activities.

All employees who are not members of the Union shall, commencing on the effective date of this Agreement, or ninety (90) days after their initial employment, and continuing during the term of this Agreement, and so long as they remain non-members of the Union pay to the Union at the times specified in Article 5 hereof, their proportionate share of the cost of the collective bargaining process and contract administration measured by the amount of dues uniformly required by members of the Union. Such proportionate share payments shall be deducted by the Board from the earnings of the non-member employees and paid to the Union. The Union shall submit to the Board an affidavit which certifies the amount which constitutes said proportionate share which shall not exceed the dues uniformly required of members of the Union.

An employee, who is not a member of the Union, but who objects to such deduction, due to such employees bona fide religious tenets or teaching of a church or religious body, of which said employee is a member, may file with the employer a written objection under oath; thereupon, the Board shall serve a copy of such objection upon the Union. In such an event, such proportionate share shall still be deducted from the objecting employee's compensation, but shall be remitted to a non-religious charity designated in the manner provided by law.

The Union shall indemnify and hold harmless the Board of Education, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of complying with the above

provisions of this article, or in reliance on any list, notice, certification, affidavit or reassignment furnished under any such provisions.

**Section 3.3**

For purposes of implementing the contract and maintaining good relations between the Board and the Union, the Superintendent and/or his/her representative and the Council President and/or his/her representative shall meet at least monthly if requested by either party.

Building issues shall be first handled at the building level in regular meetings between the designated building administrator and the building Union representative.

## ARTICLE 4

### Seniority

#### Section 4.1

Seniority shall be District wide.

#### Section 4.2

A newly hired employee shall serve a probationary period of ninety (90) days from the date he/she commenced to work, and during said period he/she may be discharged without recourse to the terms of this Agreement, provided however that the employer may not utilize this section for the purpose of evading this Agreement, discriminating against Union members, or encouraging or discouraging Union membership. Once an employee has served his/her probationary period, his/her seniority shall date from the date of his/her employment.

#### Section 4.3

Subject to the provisions of Article 15, seniority shall be the determining factor for all promotions, transfers, lay-offs, re-employments, and bidding for transfers, where the ability to perform the work in question is relatively equal.

#### Section 4.4

##### Continuous Service

- (a) Continuous service for purposes of District seniority shall be determined by the first day the employee begins work in the bargaining unit. When two or more employees begin to work on the same day, their relative District seniority will be set at that time by date of application which will thereafter control their relative District seniority position in relation to other employees hired the same day. Employment records of present and new employees shall be maintained by the District. An employee who, after the date of this Agreement, experiences a break in length of continuous service, if subsequently re-employed, shall be considered to be a new employee.
- (b) Continuous service shall be broken in the manner set forth below:
  - (1) Voluntarily quitting
  - (2) Discharge for proper cause
  - (3) Failure of an employee to return to his duties at the expiration date of a written granted leave of absence, unless mutually agreed otherwise in writing.
  - (4) After a lay-off, failing to return to work, or giving a satisfactory reason acceptable to the Board for not doing so within seven calendar days after

written notice by certified mail at the employee's last address as appearing on the records of the Human Resources Department.

#### Section 4.5

Absence due to a compensable disability incurred during course of employment shall not break continuous service, provided such individual is returned to work within 30 days after final payment of statutory compensation for such disability or after the end of the period used in calculating a lump sum payment or has not been granted a leave of absence for such temporary disability.

#### Section 4.6

If an employee shall be absent because of lay-off or physical disability, he/she shall continue to accumulate continuous service during such absence for two years.

#### Section 4.7

##### Decrease of Forces

In the event of a decrease of work, including job abolishment, (other than a decrease which occurs from day to day or emergencies for more than two scheduled days) that will necessitate a reduction in force, the least senior employee(s) will be dismissed.

If, as a result of such decrease in work, employees, who were not dismissed, lose their position the most senior employee shall have a right to bid for any vacant position or bump a less senior employee, provided that there cannot be more than three (3) bumps per position. The fourth employee affected by this 3 bump rule shall have the option to be placed in the least senior member's position who works the same number of months as the employee affected. Thereafter, any other employee, who was not dismissed but who lost their position, shall have a right to bid for a position in accordance with Article 15.

Before being laid off a regular employee will replace any temporary employee (including long range substitutes) in the bargaining unit.

The intent of this section will be wherever possible the least senior employees in the unit will be laid off first.

Employees in lay-off status will be recalled to work in reverse order of lay-off.

Employees involved in a reduction of force and laid off may, within 30 days of lay-off, request that the Board of Education place their name among those listed as "active substitute personnel"; in so doing, the Board of Education guarantees these persons the rights and privileges afforded all other substitute personnel listed.

For long range substitution of 20 days or more, when known, the Board of Education will place employees laid off in these positions in order of lay-off.

Laid-off employees will be contacted for substitution by seniority for daily and long term jobs and if not available, calls will then be made to those on the regular sub list. Laid-off employees who sub shall be compensated at their contractual rate of pay.

#### Section 4.8

At the beginning of each school year, the employer shall furnish the Council President with seniority lists based on school and District-wide seniority, said lists containing the name of each employee, the classification, and the school where employed. Additionally, the date of each employee's seniority as above defined shall be provided. The Council President shall be provided with revised seniority lists whenever a change in said lists is made, or at his request.

### ARTICLE 5

#### Hours of Work

##### Section 5.1

All employees covered by this Agreement are on certain set work year schedules. That is, a work year consists of 12 months, or 10 months.

##### Section 5.2

The normal work week shall be 40 hours, Monday through Friday for all secretaries.

##### Section 5.3

The normal work day exclusive of a one-half hour duty free lunch period shall be eight (8) hours for all secretaries.

Elementary School secretaries and Board office secretaries shall begin work at 7:30am. Middle School secretaries and High School secretaries shall begin work at 7:30am. In order to meet needs at particular schools and offices, starting times may be altered for more efficient operation.

##### Section 5.4

Whenever employees report for work but due to an emergency situation at a particular school, work is not available that day, full-time employees shall be given at least four hours of work or pay; part-time employees shall be given at least two hours work or pay.

All union secretaries will work on emergency days. Any secretary who feels weather conditions are too extreme, may utilize accumulated vacation or emergency leave for that day. If an emergency day is called on a payroll reporting day, secretaries will make every effort to report to work in order to complete and fax in payrolls.

##### Section 5.5

Ten (10) month employees shall work fifteen (15) extra days beyond the regular school year as scheduled by their supervisor. The above stated extra days shall not be considered overtime. These designated days may be extended or rescheduled if mutually agreed to and approved by the employee and their supervisor. Two (2) additional days called "Floater Days" shall be utilized in the Summer for workshops, projects, etc., as mutually agreed to by the



employee and their building supervisors and central level elementary and secondary supervisors.

Paid days during the school year will be for those days when school is in session, plus paid designated holidays during the school year, and other approved days. Principals have the option of allowing employees to take off in a non-pay status on Institute days or other normal work days when school is not in session during the designated calendar school year.

#### Section 5.6

Full-time employees are entitled to two (2) fifteen minute breaks in each day, one in the A.M. and one in the P.M.

## ARTICLE 6

### Number of Employees-Job Classification

#### Section 6.1

Numbers of secretarial personnel needed shall be determined by the employer, except that there shall be at least one secretary regularly scheduled full time at each school.

#### Section 6.2

At least ten (10) days prior to any changes of operation and work procedures affecting employees under this Agreement, the employer shall give written notice of the situation to the Union's President and shall bargain in good faith with the Union about the changes and effects of the said changes.

#### Section 6.3

During the year where there is only one secretary or there is a switchboard operator within the building, a substitute will be called for any day that regular employee is not present. In cases where there is more than one secretary in the building, no substitute needs to be called unless the regular employee is absent for a prolonged period of time. When there is a shortage of substitutes, elementary and middle school positions will be filled first.

#### Section 6.4

Effective July 1, 1998, full-time positions shall be classified as follows:

#### **10 MONTH UNION SECRETARIES**

ELEMENTARY (5)

INTERMEDIATE (2)

MIDDLE SCHOOL/JUNIOR HIGH (2)

HIGH SCHOOL (4)

GUIDANCE

ATTENDANCE

ATHLETIC DIRECTOR/SWITCHBOARD

ASSISTANT PRINCIPALS OF VOCATIONAL STUDIES, CURRICULUM & ATTENDANCE

#### **12 MONTH UNION SECRETARIES**

#### **BOARD OFFICE:**

ACCOUNTING (1)

AUDIO VISUAL

BUILDING SERVICES

ELEMENTARY/TITLE 1

FOOD SERVICE

SECONDARY EDUCATION  
SPECIAL EDUCATION (3)  
STUDENT SERVICES (4)  
SWITCHBOARD – BOARD OFFICE  
GREETER/SPECIAL ED./ENROLLMENT

EARLY CHILDHOOD CENTER:

EARLY CHILDHOOD

GRANITE CITY HIGH SCHOOL:

BOOKKEEPER & DISCIPLINE  
HIGH SCHOOL PRINCIPAL  
REGISTRAR - GCHS

ARTICLE 7

Overtime

Section 7.1

Except as otherwise specifically provided for by this Agreement, overtime shall be paid for at the rate of 1-1/2 times the employee's regular rate of pay. The overtime rate shall be applicable whenever an employee works past the number of hours of the normal work day. The rate provided for by this section is applicable only for work performed after the end of an employee's normal work day, with no break between the end of the regular shift and the beginning of the extra work period, notice being given to the affected employee prior to the end of the regular shift. Unless otherwise provided by this agreement, the rate prescribed in this section shall also be applicable whenever an employee works more hours in a week than the normal work week.

The normal work day for purposes of overtime shall be eight (8) hours. The normal work week for purposes of overtime shall be forty (40) hours.

Section 7.2

All work performed outside of normal work hours, or outside of the employee's normal shift, which does not occur immediately after an employee's shift without any break, shall be considered to be a call-in as to which the employee shall be paid at the rate of 1-1/2 times normal rate of pay for a minimum of 4 hours. A 30 minute lunch period shall be included as part of the working period.

Section 7.3

In all cases where overtime or a call-in is required, the selection shall be made from the employees assigned to that position. If there is a need for additional overtime the selection shall be made from the employees assigned to that department. Failure to fill the overtime in this manner; fill with the senior qualified employee in the building where the overtime occurs.

Section 7.4

In cases where there is a differential between an employee's regular rate of pay and the rate of pay of the person normally on the job being filled by overtime, call-in, or temporary transfer, the affected employee shall be paid at the higher rate.

Section 7.5

Any employee who is on laid-off status and still on the Seniority List shall be paid for any work as a substitute or temporary worker an hourly rate of pay equal to the class of the position and the individual's years of service.

## ARTICLE 8

### Hiring

#### Section 8.1

The employer shall notify the Union within five days of hiring any employee to perform any work in the bargaining unit. The employee's name, address, and job classification shall be provided.

#### Section 8.2

Opportunity to bid for any position which becomes vacant or is created shall be accorded employees under the terms of Article 15 below, before it is filled by a new hire.

#### .Section 8.3

After serving their probationary periods, all new employees shall receive all the rights and privileges provided by this Agreement.

#### .Section 8.4

While the method of hire is within the discretion of the employer, once the probationary period is served, seniority for all purposes dates from the date of employment.

#### Section 8.5

This does not apply to substitute employees.

#### Section 8.6

If the School District creates temporary positions other than substitute positions which involves secretarial, clerical or other related functions, less than twelve month employees shall have the opportunity to bid on those positions during the work days that the administration shall be required to post the positions. If positions in said circumstances are still open after the bids, then any employee on lay-off status shall have the opportunity over anyone the District may hire from outside.

#### Section 8.7

All new employees and an employee who bids or bumps into a new position shall be given a two-week paid training period, when possible.

## ARTICLE 9

### Discipline

#### Section 9.1

No employee may be summarily suspended or discharged. In all cases which the Board of Education may conclude that an employee's conduct may justify suspension or discharge for just cause, that employee shall have been advised, in writing, of the reason for the employer's action.

In the event of a suspension or discharge, the employee may file a grievance and have it processed in accordance with Article 21, Grievance Procedure.

#### Section 9.2

In the event of any reprimand of record to any employee covered by this Agreement, the employee involved shall be given a copy of the reprimand as well as a copy of any documents which are placed in any file maintained by the employer for personnel or other purposes, and shall be given an opportunity to present a written statement of position to the employer and to have same placed in the employee's personnel file. Where any reprimand of record is issued to an employee, it will be issued in the presence of a Building Representative and/or Union Representative(s). There will be a five year limitation of all disciplinary records and they shall be removed from the employee's file if no further disciplinary record is recorded.

#### Section 9.3

Any employee covered by this Agreement shall, upon request, be permitted to examine his personnel file in accordance with the Board of Education Policy.

#### .Section 9.4

From the effective date of this Agreement, no entries subsequent to employment pertaining to personal character, quality, or fitness to working shall be placed in an employee's file without his/her knowledge and his/her right of reply. When an employee exercises their right of reply, the reply shall be placed in the employee's file.

ARTICLE 10

Vacations

Section 10.1

Employees who work 12 months are entitled to earn vacation time. Employees will accrue vacation time based on their years of service on a monthly basis. Employees may use their vacation time as they accrue it.

1 year	5 days per year (.42 days per month)
2 years thru 4 years	10 days per year (.83 days per month)
5 years thru 9 years	15 days per year (1.25 days per month)
10 years thru 14 years	20 days per year (1.66 days per month)
15 years or more	25 days per year (2.08 days per month)

Section 10.2

If any employee resigns, retires, becomes unable to work because of illness, or is dismissed, that employee shall receive, immediately upon termination of employment, that portion of vacation to which entitled at the time of leaving.

Section 10.3

Unless allowed by your supervisor, vacations days used during the school year shall be limited to five (5) consecutive work days per request, except at the Board office which shall be limited to ten (10) consecutive work days per request. Vacation days shall not be taken in the two (2) weeks prior to the opening of school. Vacation schedules must have prior approval of the Administration.

12 month employees are encouraged to use the vacation days they are granted each year. When that is not possible, up to five (5) days of unused vacation may be carried over to the next year.

Section 10.4

Vacation allowance earned prior to death shall be paid to the employee's estate.

Section 10.5

Employees shall be paid vacation prior to the vacation upon written request to Accounting, with two weeks' notice.

Section 10.6

Holidays falling within vacation periods shall not be charged against vacation allowance.

Section 10.7

Vacation time for 10 month employees shall be 86% of the vacation allowance for 12 month employees with the same length of service. Vacation time for less than 12 month employees will be made in one payment between the end of the work year and the end of the fiscal year. Employees whose work schedule is less than twelve (12) months and whose date of hire is after September 9, 1991, shall not be eligible for vacation as per Article 10.

ARTICLE 11

Holidays

Section 11.1

The holidays to be observed by the members of said bargaining unit are as follows:

July 4th	New Year's Day
Labor Day	Martin Luther King's Birthday
Columbus Day	Lincoln's Birthday
Veteran's Day	Casimer Pulaski's Birthday
Thanksgiving Day	Maundy Thursday (if school is not in session)
Friday after Thanksgiving Day	Good Friday
Christmas Eve	Monday after Easter
Christmas Day	Memorial Day
New Year's Eve	

Section 11.2

The School District reserves the right to award a different day in lieu of the Monday after Easter when such facilitates more reasonable scheduling of school days. When any of the above holidays falls on a Saturday or Sunday, the preceding Friday or the following Monday will be observed as a holiday if school is not in session. If school is in session, the Board will designate another day in lieu of the preceding Friday or the following Monday.

Section 11.3

Employees required to work on holidays above indicated shall receive one and one half times their regular hourly rate of pay in addition to their holiday pay with a minimum guarantee of not less than four hours pay at this holiday rate.

Section 11.4

Less than 12 month employees shall receive holiday pay only for those holidays which fall within their period of employment.



Section 11.5

The amount of holiday pay shall be the employee's normal rate of pay times the number of hours such employee normally works per day.

ARTICLE 12

Insurance

Section 12.1

Those Employees electing coverage for the Employee's spouse and/or dependent children shall be responsible for the following costs during the term of this agreement:

2017-2018: \$157.50 per month

2018-2019: \$157.50 per month plus 50% of any increase not to exceed \$22 per month.

2019-2020: The 2018-2019 premium plus 50% of any increase not to exceed \$22 per month.

2020-2021: The 2019-2020 premium amount plus 50% of any increase not to exceed \$22 per month.

"Dependents" shall be defined as spouses who do not have access to insurance coverage elsewhere (i.e. an employer, Medicare, or other retirement health fund) and dependent children as required by law.

In order to receive family health insurance, an Employee with a spouse but who does not have dependent children must demonstrate that that spouse does not have the ability to obtain insurance through the spouse's employer, through Medicare, or through another health insurance benefit other than the health exchange. The District will provide a form for the Employee to use to certify a spouse's access to insurance. If the spouse has access to other insurance, he/she will not be allowed on the District plan. Any currently employed Employees who have family coverage for an ineligible spouse on the effective date of this agreement shall be required to drop such coverage no later than November 1, 2017 and shall receive a monthly payment of \$100 (or an annual payment of \$1200) in each year thereafter that the spouse is ineligible for coverage.

Employees who are married to other school district employees who have dependent coverage on the District's plan will be required to be insured on the family plan instead of an individual plan.

As required by law, which currently is dependent children will be covered until they reach age 26. Unmarried dependent children under 30 who are a) an Illinois resident, and b) served as active or reserve member of an U.S. Armed Forces, and c) received release or discharge other

than dishonorable discharge are covered. These benefits are in accordance with the health plan document prepared by the health claims administrator.

COBRA continued coverage may be available for dependents when no longer qualified for Illinois Public Act 95-0958. Contribution of total single health premium paid by employee.

These benefits are in accordance with the health plan.

#### Section 12.2

Coordination of benefits will be in effect with any carried group coverage to which the employee or his dependents belong.

#### Section 12.3

Health benefits provided for the term of this agreement shall be as described in the schedule of benefits for the MISSVIC health care plan, unless the parties agree otherwise.

#### Section 12.4

The following term life insurance coverage will be provided:

- a. Term life insurance in the amount of \$15,000.
- b. At the employee's own expense, the employee may elect to be covered for an additional \$25,000, \$50,000 or \$100,000 in term life insurance. Premiums to be determined by the life insurance carrier.

#### Section 12.5

Employees who are at least 55 but not yet 65, who have completed eight or more years of full-time employment with this school district, who are eligible for an immediate annuity from the Illinois Municipal Retirement Fund (IMRF), and who give notification to the Board of Education prior to March 15 of the year said retirement is to be effective, may elect to receive payment of their monthly health insurance premium. Bargaining unit members have the option to stay in the District's health insurance plan until the age of 65 at no cost to the bargaining unit member for single coverage or the bargaining unit member may elect to receive \$125 per month towards the cost of privately purchased insurance.

Employees retiring under this agreement may elect to continue coverage in the district's health plan for eligible dependents (as described in the specific plan document) who are covered at the time the employee retires.

Coverage for dependents will terminate when they become covered under another health plan or under Medicare.

When our retiree reaches age 65, coverage for dependents under age 65 may be continued for up to 36 months under COBRA. Coverage will be at dependent's own expense.

Section 12.6

The Board will receive all dividends accruing under all insurance plans.

Section 12.7

The parties agree to continue the Insurance Committee for the duration of this agreement. Said Committee shall be composed of two (2) representatives from the Union, one of which will be the Union President, and two (2) administrative representatives from the District, one of which will be the Superintendent, and one (1) Board member. Two representatives from each of the other unions in the District also may be part of the committee

Each party may select one (1) representative of their choosing to attend meetings of the Insurance Committee as ex officio members.

The Insurance Committee responsibilities shall include, but not be limited to, the following:

- 1) Determine the bid specifications that go out to potential insurance providers of Granite City CUSD #9;
- 2) Reviewing all returned bids of insurance providers;
- 3) Recommending changes to the current insurance provider and/or coverage's (both expansion of coverage and/or streamlining of coverage);
- 4) Recommending insurance cost saving ideas;
- 5) Recommending selection of insurance coverage and insurance provider.

All Insurance Committee decisions regarding what recommendations to make to the parties respective constituencies shall be done by consensus of the committee.

Any Insurance Committee recommended changes to the insurance coverage and/or provider during the life of this agreement must be ratified/voted upon and approved by both the Union and the Board.

ARTICLE 13

Rates of Pay

Salary Proposal:

2017-2018 – Step plus 1.0% on the base. An additional .26% will be placed on Step 22.  
2018-2019 – Step plus 1.0% on the base. An additional .18% will be placed on Step 23.  
2019-2020 – Step plus 1.0% on the base. An additional .25% will be placed on Step 23.  
2020-2021 – Step plus 1.25% on the base. An additional .43% will be placed on Step 24.

Retirees who are called on a substitute basis will be paid the hourly rate of an employee on Step 1 of the salary schedule.

Section 13.1

The parties agree that the School District shall "pick up" and pay the designated flat dollar amount specified in the foregoing Salary Schedule to the Illinois Municipal Retirement System for each Secretary to apply toward such person's required 4.5% contribution also as to qualify such amount for the "tax shelter" provided in Section 414 (h)(2) of the Internal Revenue Code of 1954, as amended.

Section 13.2

For the 2017-2018, 2018-2019, 2019-2020, and 2020-2021 salary schedule, see Appendix.

Section 13.3 ENHANCEMENT POINTS

Enhancement Points shall be awarded as follows:

1. Courses for which points are to be awarded must receive prior approval from the Superintendent or his designee.
  
2. Credit shall be awarded for activities which conform to any of the following:
  - enhance general office skills or efficiency
  - increase general knowledge or skills related to secretarial assignments
  - promote and encourage professional involvement and professional growth of educational office personnel
  
3. Once awarded, points shall accumulate from year to year.
  
4. For each twenty points earned, the base rate paid to the secretary shall be increased by three (3) cents per hour.

ACTIVITY	POINTS
College Courses (per semester hours)	5
-1/2 day program (or less)	3
-One day program	5
-Two day program	5
-Three day program	7
-Four day program	9
-Five day program	11

Section 13.4

Once an employee reaches the final step on the salary schedule, said employee will receive a longevity bonus on an annual basis in the amount of \$250.00.

## ARTICLE 14

### Pay Day

Pay day shall be every other Friday. Should it become necessary to deviate from the two-week pay period, weekly pay may be instituted. Any other change shall require agreement of the parties hereto.

Ten (10) month employees have the option of receiving their pay over 26 pay periods. This option shall be at the sole discretion of the ten (10) month employee.

## ARTICLE 15

### Filling of Vacancies

#### Section 15.1

The most senior bidder shall be assigned to the vacancy subject to being qualified under the provisions of Section 15.3.

#### Section 15.1-A

Whenever a permanent vacancy occurs in any position covered by this agreement or a new position covered by this agreement is created, the Board of Education shall post notice of such vacancy by email to all members of the bargaining unit or by a posting in each school building if email is unavailable. The Director of Human Resources Office will notify the Union President by email prior to the posting of any vacancy.

#### Section 15.1-B

Any and all members of this unit interested in bidding must submit a written bid for such vacancy. Any such bid must be received by the Director of Human Resources at or before 3:30 P.M. of the 5<sup>th</sup> working day (determined by working dates of the Central Office) immediately following the posting date of the notice of the vacancy.

#### .Section 15.2

Under the provisions of this article or otherwise, all new employees or current employees who bids to another position shall be on probation for a period of ninety (90) working days. If, during such period, the employee's immediate supervisor determines that a present employee's performance is unsatisfactory, such employee shall be re-transferred to a position that becomes vacant as a result of the bidding process. If a new employee is deemed unsatisfactory during the probationary period, that employee shall be dismissed. Both decisions are subject to ratification by the Board of Education.

The position that became vacant as a result of an employee's retransfer during the 90-day probation period will be bid upon in accordance with the procedures set forth in Section 4.7. The employee that was removed as a result of the retransfer will be placed in the remaining vacant position.

In the event no employee bids the vacant position created by the re-transfer, the least senior employee in bargaining unit would be placed in that position, and the employee that was removed would be placed in the least senior employee's position.

### Section 15.3

No employee may use the provision of this section to obtain a transfer more often than every twelve (12) months except:

- a) the employee can document substantial personal benefit from the transfer, and
- b) the transfer is approved by the administrator who supervises the transferring employee, and
- c) the person meets the requirements of the job description.
- d) If an employee is awarded bid, employee will be limited to one such bid every 12 months
- e) for an employee who is forced into a position will be eligible to bid as soon as a job becomes open

### Section 15.4

When a vacancy occurs in an approved established permanent job that was not created by a bid situation, it shall be posted within fifteen working days.

### Section 15.5

A vacancy resulting from a transfer to fill the original vacancy shall not be filled until completion by the transferee of the trial period specified in Section 15.3. All vacancies must be bid. After the bidding is completed, if any openings remain, the position(s) may be filled from outside the bargaining unit.

### Section 15.6

After the filling of vacancies according to the bidding provisions, an employee who wishes special consideration to move into the open position, prior to that position being filled by a new hire, may submit a written request to the Director of Human Resources indicating the compelling reason(s) for the request. A conference between the secretary, a union representative, and the Director of Human Resources may be scheduled to discuss the compelling reason(s). Discretion for this move will be with the administration after the reason(s) have been heard and the request carefully considered.

Section 15.7

In the event that substitute employees are utilized in any one location for more than 170 days, the Superintendent will request that the Board of Education consider creating and filling an additional position at that location. This does not include special projects or single year grants lasting 170 or less days.

ARTICLE 16

Jury Duty

In the event that an employee receives a notice for jury duty, and reports for such duty, he shall be paid by the employer the difference between his normal wages and the amount received for jury duty. The employee shall submit to the employer's Business Office written evidence of payment for jury duty as soon as practicable after receipt thereof.

ARTICLE 17

Sick Leave

Section 17.1

Sick leave may accumulate to a maximum of 240 days. Employees will earn a certain number of sick days per month in accordance with the number of days they have accumulated. Employees who have accumulated 0-149 sick leave days will earn 1.2 days per month. Employees who have accumulated 150-199 sick leave days will earn 1.4 days per month. Employees who have accumulated 200 or more sick leave days will earn 2.3 days per month. Additionally, any employee who, after receiving their normal annual allotment of sick leave days at the beginning of the school year, reaches 50 or more accumulated sick leave days, they shall be granted 25 additional sick leave days at the beginning of that same year. The grant of 25 days only shall happen once during an employee's career.

Section 17.2

Sick leave shall be interpreted according to the school laws of the State of Illinois contained in the Illinois Revised Statutes and in accordance with the terms of this Agreement.

ARTICLE 18

Bereavement/Personal Leave

Section 18.1

Bereavement leave for death in the "immediate family." This is defined as deaths of parents, persons in lieu of parents, wife or husband, children, brothers, and sisters, brother or sister-in-law, daughter or son-in-law, grandchildren, grandparents, or parents of spouse. Up to five (5) days are allowed for each death.

## Section 18.2

Employees shall be entitled to four (4) additional days leave per year for which no reason shall be given. The Administration must be notified by noon the preceding day before this leave can be invoked. (Form to be provided).

This leave cannot be used for any form of withholding services by an employee or employees due to misunderstandings of impasses.

All unused day(s) will be added to the following year's sick leave.

## ARTICLE 19

### Leaves of Absence

#### Section 19.1

Employees may request a leave of absence, under conditions prescribed by the Board of Education. Request for leaves of absence must be made to the Superintendent of Schools or his designee, at least 30 days prior to the effective date for Board action.

Leaves of absence may be granted for the following reasons:

1. Personal illness
2. Illness in the immediately family (spouse or child)
3. Temporary disability

#### Section 19.2

- (a) There shall be no pay allowance for the leave of absence.
- (b) The duration of leave may not exceed one year, unless approved by the Board of Education. Any request for extension of a one year leave shall be submitted 30 days prior to the effective date.
- (c) An employee taking a leave of absence will continue to accumulate seniority for all purposes, except rate of pay increments, for a period not to exceed two years.
- (d) An employee on a leave of absence must complete 75% of his scheduled work year to qualify for a pay increment.
- (e) It is expressly agreed and understood that any employee on an approved leave of absence is and remains an employee, even though he may be in a non-pay status.

## ARTICLE 20

### Unused Earned Absences

#### Section 20.1



Persons resigning from this School District who have been employed by the Board of Education for fifteen (15) years or more shall receive compensation for seventy (70) percent of their unused earned absences.

Section 20.2

Employees who resign from the District or who die while in District employment or on laid-off status or who are laid-off and resign in compliance with Section 20.6 of this Agreement, shall receive compensation for unused earned absences according to the following table:

5 years or more but less than 7 years	30%
7 years or more but less than 10 years	40%
10 years or more but less than 12 years	50%
12 years or more but less than 15 years	60%
15 years or more	70%

Section 20.3

No one shall receive more than \$10,000 as total compensation for unused earned absences.

Section 20.4

To receive this compensation an employee must, except in case of death, give written notice of retirement or resignation to the Board at least 30 days prior to the effective date of such retirement or resignation. Failure to comply with this section will reduce the compensation due as provided in this article by twenty-five (25) per cent of whatever is due.

.Section 20.5

In the event of the death of the employee while still in the employ of the District, any and all monies due under the provisions of this article shall be paid to the estate of the deceased.

Section 20.6

Exception to the notification requirement will be granted only in the event of illness or emergency unforeseeable prior to the time of retirement or resignation.

A further exception to the notification provided in Section 20.4 will also be granted if an employee is "laid-off" and if such employee submits his or her resignation on or before two (2) calendar years immediately following the calendar year that the employee is laid-off.

## ARTICLE 21

### Retirement Incentive

#### Section 21.1

Any employee who has been employed by District #9 for ten (10) or more years and who will qualify to retire and receive an annuity under the provisions of the IMRF will be eligible for a retirement incentive under the following program:

1. An employee shall submit a written, irrevocable notice of intent to retire to be effective after the conclusion of the employee's final school year.

1.a. In the event of the death of the employee while still in the employ of the District, any and all monies due under the provisions of this article shall be paid to the estate of the deceased whether a written, irrevocable notice of intent to retire was submitted or not, provided the employee has been employed by the District for 10 years and is qualified to receive an IMRF annuity.

1.b. If an employee becomes chronically ill or disabled while still in the employ of the District and is unable to return to work because of said chronic illness or disability, and if said employee is forced to retire because of said chronic illness or disability, any and all monies due under the provisions of this article shall be paid directly to the employee whether a written, irrevocable notice of intent to retire was submitted or not, provided the employee has been employed by the District for 10 years and is qualified to receive an IMRF Annuity.

2. The notice of intent to retire shall be submitted no later than March 1 of the year payments under this incentive will begin.

#### Section 21.2

An eligible employee shall receive a lump sum retirement incentive payment equal to \$1,000.00 for each year of service in the District, up to a maximum of \$15,000 payable in installments over the employee's final years of employment (up to five years) provided that such payments do not cause the employee's IMRF earnings for any twelve-month period to exceed six percent (6%) over the prior twelve-month period of IMRF earnings (inclusive of all other compensation, including but not limited to attendance bonus, longevity stipends, and extra duties). Any portion of the retirement incentive payment in excess of 6% will be paid following the employee's resignation from the District in one lump sum one (1) week after the conclusion of the first calendar month following the month in which the employee's employment with the District terminated.

## ARTICLE 22

### Grievance Procedure

#### Section 22.1

The Union and the employer agree that there shall be no tie-up or interruption of work, or work stoppage within the compliance of this contract without first using all possible means of settlement, as provided for in this Agreement, of any controversy (as defined below) that may arise. The Union and the employer further agree that:

- (a) Every effort will be made to solve all controversies at the lowest possible level and as expeditiously as is feasible;
- (b) There shall be no discrimination against any employee for having filed a grievance;
- (c) There shall be no solicitation of grievances from employees;
- (d) The failure to file a grievance as provided will relieve the employer of all financial obligations and shall not be binding on such employer;
- (e) An employee and the Union representative may present a complaint or grievance in the event of a controversy between that employee and the School District in accordance with the procedures specified in 2 below, provided the first step (2a below) is initiated within seven working days of the occurrence of the incident resulting in the controversy;
- (f) The Council President may present a complaint or grievance in the event of a controversy between two or more Union members and the School District in accordance with the procedures specified in 2 below, provided the first step (2a below) is initiated within thirty working days of the incident resulting in the controversy.

#### Section 22.2

Should differences arise between the employer and the employees as to the meaning and application of the provisions of this Agreement or others related to employee working conditions not covered by this Agreement, an earnest effort will be made to settle same in the following manner:

- (a) First Step. The employee and the Union representative or the Council President (1e above) shall discuss the controversy with the supervisor or administrator responsible for the incident resulting in the controversy. The responsible supervisor or administrator shall investigate the incident fully and provide the person(s) with whom this issue was discussed a response within five working days of the time the matter was brought to his attention. In the event the matter remains at this point, the Union may proceed to the second step as provided below.
- (b) Second Step. The Union shall reduce the grievance to writing to include the signature of the aggrieved employee or the Union representative and present the

grievance to the next higher level of administration for consideration. Unless otherwise mutually agreed to, the responsible administrator shall, within five working days arrange for a meeting with the Union representative for the purpose of gaining mutual understanding of the grievance. This administrator shall, within five working days investigate the grievance and provide the Union representative a written response to the grievance. In the event the matter remains unsettled at this point, the Union may proceed to the third step as provided below.

- (c) Third Step. If the dispute is not disposed of, then within the next fifteen (15) working days, the Council President (or his/her designee) and the Superintendent of Schools (or his/her designee) shall meet and attempt to resolve or dispose of the dispute. The Superintendent shall answer in writing within fifteen (15) working days of the meeting unless the time is extended by mutual agreement. If this fails to satisfy settlement in writing, the matter may be advanced to 21.3 arbitration within twenty (20) working days.

### Section 22.3

In the event the grievance cannot be settled using the procedures specified in 21.2 above, either party may request the matter be submitted to arbitration using the following procedures:

- (a) Within ten days after the receipt of a request that the matter be submitted to arbitration, the Union and the School District shall select an arbitrator. In the event the Union and the School District cannot agree on the arbitrator to be selected, a joint request signed by both the Council President and the Superintendent of Schools or his/her designee shall be submitted to American Arbitration Association requesting a panel of not more than five or less than three qualified arbitrators be furnished from which the Union and the School District shall select the arbitrator.
- (b) The arbitrator shall begin his/her investigation as early as possible and by a date mutually agreeable to all parties. The decision of the arbitrator shall be final and binding on both parties unless contrary to the laws of the State of Illinois. The arbitrator shall not have the power to add to, subtract from or modify any of the terms of this Agreement. The Union and the School District shall equally bear the expense and salary of the arbitrator.

## ARTICLE 23

### Compliance with Law

Any provisions of this Agreement which may be declared illegal shall be of no force or effect, but all other provisions shall remain in full force and effect.

## ARTICLE 24

### Social Security and IMRF

The present practice of covering the employees under the Social Security System and the IMRF shall not be altered during the term of this Agreement with the sole exception of coming into compliance with Federal or State statutes.

## ARTICLE 25

### Term of Agreement

During the term of this Agreement, and any extensions of renewals hereof, there shall not be any lock-out, strike, cessation of work, slow-down, picketing, or any other action by either party or by the employees which may adversely affect the other, it being the intent and purpose of the parties hereto that this Agreement shall promote and improve relations among the Board, such of its employees who are covered hereby and the Union and result in benefits to all of them. Informational picketing which does not interfere with the operations of the Board is not prohibited hereunder.

## ARTICLE 26

### Tuition Reimbursement

This article shall be suspended for the term of this contract. Only those Employees who received approval for a course or a program of study prior to the effective date of this agreement will receive reimbursement of tuition during the term of this agreement.

1. Employees receiving a grade of "B" or higher in job-related courses, approved by the Superintendent or his designee, shall be reimbursed 75% of the tuition and regular fee charges.
2. However, in no instance shall this reimbursement exceed 75% of tuition and fees charged by SIU-E for the same number of semester or equivalent quarter hours.
3. Courses for which reimbursement is expected must be taken in institutions accredited by the North Central Association of Secondary Schools and Colleges, or an equivalent accrediting agency.
4. It is strongly recommended that no more than one course be taken at any one time during the school year. If two or more courses are taken concurrently during the fiscal year, only 75% of the allowable percentage will be paid.
5. The total number of reimbursable hours in any one year shall not exceed sixteen (16) semester hours or twenty-four (24) quarter hours. The year is to be determined by the fiscal year of the school district which is July 1 through June 30. The date of course completion shall determine the year in which credit is to be counted.

6. No payment will be made for any courses taken for which the employees receive financial aid, such as scholarships or federal grants.
7. Approval of the Superintendent of Schools or his designee must be obtained prior to enrollment in a course for which compensation is desired. Notification of such enrollment shall be given the administration within one week of the date of enrollment.
8. Requests for compensation of a completed course shall be made within twelve weeks after the closing date of a quarter or semester.

## ARTICLE 27

### Length of Contract

#### Section 27.1

This Agreement, except as otherwise specifically set forth in Section 26.2, is effective as of July 1, 2017, and shall be in full force and effect until June 30, 2021, and shall continue in full force and effect from year to year thereafter, unless written notice of desire to cancel or terminate the agreement is served by either party upon the other on or before February 1st of the year of expiration.

#### Section 27.2

It is further provided that if no such cancellation or termination notice is served, and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice, prior to February 1st of any subsequent contract year, advising that such party desires to continue this Agreement but also desires to revise or change the terms or conditions of such Agreement. Any said notice shall be by registered mail.

#### Section 27.3

In the process of bargaining in good faith for a new contract, or a contract containing desired modification, the parties recognize that it may be necessary to continue their negotiations after the date upon which this Agreement by its terms terminates. Therefore, in order to provide for their duties and obligations for the period of time between the termination date of this contract and the date upon which they conclude a new contract, or one containing the desired modifications, it is understood and agreed as follows:

1. The parties shall continue to bargain and negotiate in good faith in an effort to reach a complete agreement and understanding covering the terms and provisions of a new contract to take the place of this one for a contract containing the desired modifications, and such negotiations shall continue until either a complete agreement and understanding is reached or until either or both parties conclude that it is not probable that further negotiations will result in an agreement.

2. All of the terms and provisions of this contract shall be continued in full force and effect and extended from the termination date hereof to such time as the parties either enter into a new agreement, or agreement containing the desired modifications or terminate further negotiations in the manner above mentioned.
3. Should the parties reach an agreement upon the terms and provisions of a new contract, or a contract containing the desired modifications, at a time subsequent to the termination date of this contract, then, in such event, all of the terms and provisions of the new contract, or in the contract containing the desired modifications shall be made retroactive to the termination date of this contract.

12-13-17

BOARD OF EDUCATION

  
Board President

  
Board Secretary

  
Board Member

THE GRANITE CITY FEDERATION OF  
SECRETARIAL EMPLOYEES  
AFT LOCAL #4956

  
President

  
Vice-President

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