

2015-2016
2016-2017

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

and

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 98
Occupational Therapist,
Physical Therapist, Occupational Therapist Assistant
and Physical Therapist Assistant

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2015-2016
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**WORKING AGREEMENT BETWEEN THE COMMUNITY UNIT SCHOOL
DISTRICT NO. 9, GRANITE CITY, ILLINOIS**

AND

**SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 98 (Occupational Therapist, Physical
Therapist, Occupational Therapist Assistant and Physical Therapist Assistant)**

ARTICLE 1

Recognition

The Board of Education of the Community Unit School District No. 9, Granite City, Illinois, agrees to recognize, and does hereby recognize, Service Employees International Union Local No. 98, AFL-CIO as sole collective bargaining agent 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 covered by this Working Agreement employed in any of the schools as OT, PT, OTA, PTA.

Section 2.2

The employees included in this bargaining unit, designated as "OT, PT, OTA, PTA," shall include:

- a. Full-time employees, who are defined to be employees whose normal work week is twenty-one (21) hours or more per week.
- b. Part-time employees, who are defined to be employees whose normal work week is less than twenty-one (21) hours per week.
- c. Employees temporarily assigned to another location and defined as any employees working within the recognized bargaining unit but who are on a temporary assignment.

Section 2.3

Supervisors shall be excluded from the bargaining unit. Supervisors shall perform no bargaining unit work.

Section 2.4

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 2.5

The Employer shall provide to Business Agent of Local 98 a list of new hires and substitutes performing work in bargaining unit. The list will be revised as needed.

ARTICLE 3

Dues Check-Off

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 Fair Share

Any present or future employee who is not a member of the Union shall, as a condition of employment be required to pay a fair share of the cost of the collective bargaining process and contract administration. The fair share fee shall not exceed the amount of dues and fees uniformly required of Union members.

A. Payroll Deduction

With respect to any employee on whose behalf the Employer received written authorization, on a form mutually agreed upon by the Employer and the Union, the Employer shall deduct from the wages of the employee the dues and/or financial obligations uniformly required of Union members. The full amount of dues and/or financial obligations collected in this manner shall be forwarded to the Union by the tenth (10th) day after collection. The amounts deducted shall be in accordance with a schedule to be submitted to the Employer by the Union. Authorization for such deduction may not be revoked except by written notice to the Employer and the Union during the fifteen (15) day period immediately preceding the expiration date of this Agreement.

B. Fair Share Fees

Fair share fees shall be deducted according to a schedule submitted to the Employer by the Union. Fees collected in this manner shall be paid to the Union along with the dues collected during that time period, as provided by law.

C. Religious Exemption

Employees having a bona fide religious objection to financially supporting a labor organization may elect to contribute an amount equivalent to the fair share fee to a designated non-religious charity. The Employee and the Union shall mutually agree upon the charity so designated; otherwise, the charity shall be selected as provided by applicable Illinois law.

D. Preservation of the Bargaining Unit

The Employer recognizes the integrity of the bargaining unit, and shall not take any action directed at eroding it. Except in a bona fide emergency, non-bargaining unit employees of the Employer shall not perform bargaining unit work to the extent that it would regularly deprive bargaining unit employees of hours of work or overtime opportunities.

E. 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

Upon obtaining the written approval of the individual Union members, the Board shall check off and collect from such employee, contributions to the Union's C.O.P.E. Committee and pay same to the Union's C.O.P.E. Committee.

Deductions will be taken from the first pay in November.

ARTICLE 4

Seniority

Section 4.1

Seniority shall be District wide from the date of latest employment in this School District as an OT,PT, OTA,PTA. Separate seniority lists shall be prepared for each group (OT, PT, OTA, PTA).

Section 4.2

A newly hired employee shall serve a probationary period of 30 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. For all promotions, transfers, layoff, re-employments, and bidding, the following factors as listed below shall be considered; and where factor (a) is relatively equal, seniority will be the determining factor. Exception to rule: may be waived if employee has worked (30) days in previous school year, if agreeable to both parties.

(a) Capability and physical ability to perform the work in question

(b) Seniority

Section 4.3

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 as an OT, PT, OTA, PTA which will thereafter control their relative District seniority position in relation to other employees hired the same day. From and after the date of this Agreement, 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 Personnel Department.

a) Subject to the provisions of Section 4.4 below, 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 4.4

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 4.5 Decrease of Forces

In the event of a decrease of work including job abolishment other than decreases which may occur from day to day or emergencies for no more than two scheduled days which will necessitate a decrease of forces within their job classification (OT, PT, OTA, PTA), an employee may exercise his/her District seniority to bump other employees in the bargaining unit having less District-wide seniority. Personnel electing to bump must have the qualifications and ability to perform the job. No more than five employees affected in a bump may exercise their seniority with the sixth person being the least senior person laid off. Before being laid off, a regular employee will replace any temporary employee (including long-range substitutes) in the same bargaining unit.

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

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

Such persons who are hereafter "laid-off" by the Board, shall be part of a special list unless and until:

Such person is recalled by the Board or such person resigns or retires from the School District.

A person who is on such special list may remove himself/herself there from either permanently or, from time to time, temporarily, all without waiving such person's right to be recalled.

Wherever a substitute is needed by the Board, the persons on said special list shall be called for work in order of their seniority before any person not on said special list.

While performing such substitute "employee" duties, such person from said special list shall receive only the same hourly rate of pay such person was entitled to receive on the last working day immediately preceding the effective date of his/her layoff, even though other substitutes may be paid less.

While performing such substitute "employees" duties, such person from said special list shall receive only the same "fringe benefits", if any, as are then provided for all other substitute "employees".

Nothing herein shall be deemed or construed to constitute a recognition by the Board of Local 98 as the collective bargaining agent for the substitute employees who are not on said special list. Furthermore, nothing herein shall be deemed or construed to have given any substitute employee who is not on said special list any rights or benefits under this Agreement.

Section 4.6

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

Section 4.7

District 9 is to provide Local 98 a list of new hires, names, dates, addresses and job placement.

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 9 months or such other standard work year as is presently used.

Section 5.2

All employees shall be on a five (5) day week, consisting of not less than 6.5 to not more than 8 hours per day, and 32.5 to 40 hours per week, Monday through Friday schedule. Start and end times will be based on case load locations, and approved by the Director of Special Education.

OT,PT, OTA,PTA shall be allowed to exceed the number of hours as set forth herein only if Union and school administration determine that there is a need for such hours. Should OT,PT, OTA,PTA not be able to complete their job requirements due to being assigned "other" duties by the Building Administrator, the Union President and/or Business Agent will contact the Director of Human Resources to determine a solution.

Section 5.3

Hours worked in excess of hours prescribed by the position held shall be at the rate of time and one-half, providing however, that the said hours shall be inclusive of lunch. Exceptions include staff development activities. Some training opportunities, whether offered by outside entities, the School District, or by Region 1, may be offered at no pay (on a voluntary basis), at regular rate of pay or at a pre-established stipend.

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 assigned to another building for their shift.

Section 5.5

Effective July 1, 2002 OT,PT, OTA,PTA may work on student non-attendance days.

ARTICLE 6

Number of Employees-Job Classifications

Section 6.1

It shall be understood that work schedules and job descriptions are written in general terms and do not prohibit the assignment of other related reasonable work by the Administration. It is not intended that this provision be used to increase workloads. Temporary transfers may be made when there is an extraordinary need as determined by the Administration.

Section 6.2

Prior to any changes of operations being made, the Employer will discuss the situation with the Union and will bargain in good faith with the Union about the changes and the effects of the changes.

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 and 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 prescribed above for 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. 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. Exceptions to this rule will be staff development activities as described in Section 5.4.

Section 7.2

Whenever an OT,PT, OTA,PTA is performing overtime duty for a period of more than four hours a thirty (30) minute lunch period shall be included as a part of the working period.

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 to include any employee doing any bargaining unit work. The employee's name, address, and job placement when applicable 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. Exception to the rule is if employee has worked thirty consecutive days in the previous school year if agreeable to both sides.

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 as an OT,PT, OTA,PTA.

Section 8.5

This does not apply to substitute employees.

ARTICLE 9

Discipline

Section 9.1

No person covered by this Agreement 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 the 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 Steward and/or Union Representative(s). There will be a three 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/her personnel file in accordance with the Board of Education Policy.

Section 9.4

Security cameras shall run continuously in all school buildings. Security cameras will not be used to evaluate an employee's performance. Activity recorded by the cameras shall not be used to discipline employees unless such activity is criminal in nature.

ARTICLE 10

Holidays

Section 10.1

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

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

Section 10.2

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 10.3

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.

ARTICLE 11

Insurance

Section 11.1

Employees may participate in the POS health plan.

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:

2015-2016: \$115 per month plus 50% of any increase to the total cost of the health insurance premium provide the Employee shall pay no more than \$135 per month.

2016-2017: The 2015-2016 insurance premium plus 50% of any increase to the total cost of the health insurance premium provide the Employee shall pay no more than \$157 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 the 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 April 1, 2015 and shall receive \$100 per month remaining in the 2014-2015 school year and 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 11.2

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

Section 11.3

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 11.4

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 additional amounts of \$25,000, \$75,000, or \$100,000 in term life insurance.

Premiums to be determined by life insurance carrier.

Section 11.5

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 at least 30 days prior to the date said retirement is to be effective, may elect to receive partial payment of their monthly health insurance premium.

Employees retiring under this agreement may elect to continue coverage in the district's health plan for eligible dependents 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.

If you participate in the Illinois Municipal Retirement Fund (IMRF), and you retire or become disabled, you may be able to continue your health insurance coverage under the Municipal Employee's Continuance Privilege Law (215ILCS 5/367i).

Federal COBRA continuation must be offered as well as the Municipal Continuation. You should review both options; you may choose only one option.

Effective July 1, 2007, the Board shall check off and collect from all individual union members the equivalent of one half of one percent of their annual earnings as a payroll deduction. Authorization for such deduction is mandatory and may not be revoked by any individual union member during the term of this contract. Proceeds from this deduction are to be directed towards a retiree insurance fund to be used by any retired bargaining unit members. The Board of Education will establish a convenience account to be solely used for the purpose of distributing the proceeds of this payroll deduction for insurance premiums for any retired bargaining unit members.

The Board and the bargaining unit will by joint agreement establish a committee consisting of two union members and two administrators to oversee this fund.

In the event that annual premiums for retirees exceed revenues generated in this fund, the union shall indemnify and hold harmless the Board of Education, its members, officers, agents and employees. Any and all additional cost will be borne by the retirees or the union.

The Board agrees to pay a maximum of \$150 toward the monthly premium of single coverage insurance for any retired bargaining unit member.

Section 11.6

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

Section 11.7

Should the Board decide to seek proposals from carriers other than the present carrier, the Union will be consulted.

Section 11.8

The Board, first by either its presently existing special insurance committee or by a newly appointed special committee, will receive, study and act upon a written definitive proposal which may be submitted by the Union or any other employee bargaining representative for a life and medical insurance program which will cost less money than, but provide the same or better benefits for all presently and future insured employees and former employees in, the district's existing plan.

Section 11.9

Immediately upon the ratification of this agreement by both the Union and the Board, the parties agree to establish an Insurance Committee. 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) Determining 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 12

Rates of Pay

See Appendix

ARTICLE 13

Pay Day and Annualized Pay

Section 13.1

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

Section 13.2

Employees' pay shall be annualized and paid in equal amounts over either 20 or 26 pays based on the employees' election. Adjustments to pay in the event that an employee works more or less than his/her annual average shall be done each pay period. Employees shall not be docked days in the event of an Act of God.

An employee must choose whether to be paid on 20 or 26 pays prior to the beginning of the school year. Employees may not change the number of pays they choose until the following school year.

ARTICLE 14

Filling of Vacancies

Section 14.1

When a vacancy occurs in an approved established permanent job, it shall be filled on a permanent basis within fifteen working days or at the next regular meeting of the Board of Education.

Section 14.2

When a temporary position exists for one and one half years (18 calendar months), that position will be brought to the Board of Education for creation of a permanent position.

ARTICLE 15

Jury Duty

In the event that an employee receives a notice for jury duty, and reports for such duty, he/she shall be paid by the Employer the difference between his/her 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 16

Sick Leave

Section 16.1

Each employee shall be granted 12 days of sick leave per year, which shall be allowed to accumulate to a maximum of 240 days. Each employee who accumulates 50 sick leave days shall receive a one-time grant of 25 sick leave days.

Section 16.2

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 17

Emergency and Personal Leave

Section 17.1

In general, personal leave may be defined as something over which a person has no control and the person's presence is required. This does not include illness in the immediate family.

Section 17.2

Emergency 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 and are not counted against emergency leave.

Section 17.3

Employees shall be entitled to four (4) additional days emergency leave per year for which no reason shall be given. (Form to be provided)

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

In the event that this leave is not used, the unused day(s) will be added to the following year's sick leave.

ARTICLE 18

Leaves of Absence

Section 18.1

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 immediate family (spouse or child)
3. Temporary disability

Section 18.2

- (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.
- (c) An employee taking leave of absence will continue to accumulate seniority for all purposes, except rates of pay increments, for a period not to exceed two years.
- (d) An employee on a leave of absence must complete 75% of his/her 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/she may be in non-pay status.

ARTICLE 19

Unused Earned Absences

Section 19.1

Employees who have been employed by the Board for at least five (5) years and die during service to the district shall receive compensation for unused, earned absences in an amount calculated in accordance with this Article.

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 19.2

Employees who are eligible to receive payment under this Article shall receive such payment in one lump sum one week after the conclusion of the first calendar month following the month in which the employee died, such that the payment will not constitute IMRF earnings. Payments shall be calculated at the per diem rate at the time of the employee's death. The per diem rate is calculated based on the employee's average daily rate. No one shall receive more than \$10,000 as a total compensation for unused earned absences.

Section 19.3

Any and all monies due under the provisions of this Article shall be paid to the estate of the deceased or as otherwise required by law.

Section 19.4

Employees who receive the retirement incentive pursuant to Article 20 are not eligible to receive a buyout of unused earned absences under this Article.

ARTICLE 20

Retirement Incentive

Section 20.1

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 payment in accordance with this Article.

In order to be eligible to receive the retirement incentive payment specified by this Article, employees must submit a written, irrevocable notice of intent to resign from the District up to five (5) years immediately prior to resignation.

Section 20.2

An eligible employee shall receive a retirement incentive payment equal to \$1,000 for each year of service in the District, up to a maximum of \$15,000 payable in equal installments with regular payroll over the employee's final years of employment (up to five (5) years) provided that such payment will not cause the employee's IMRF earnings for any twelve-month period to exceed six percent (6%) over the prior twelve-month period IMRF earnings (inclusive of all other compensation, including but not limited to any 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 week after the conclusion of the first calendar month following the month in which the employee's employment with the District terminated.

Example:

Employee has worked for District for 11 years at the end of the 2012-2013 school year. One June 1, 2013, he gives notice to retire effective June 30, 2017. Beginning with the paycheck received July 1, 2013, his pay is increased for the 2013-2014 school year by an amount equal to \$11,000/4 years of paychecks capped at 6% creditable earnings increase over the prior 12 months creditable earnings. If he remains employed, starting with the 2014-2015 school year, the retirement incentive payment will be recalculated to include the additional \$1,000 for the completion of each subsequent school year and paid out over paychecks to the extent it will not cause the creditable earnings for any 12 months to exceed the immediately prior 12 month creditable earnings by more than 6%. Any incentive payment not paid out over the paychecks by the time of retirement June 30, 2017, will be paid in one lump sum after the first week in August, 2017.

ARTICLE 21

Grievance Procedure

Section 21.1

The Union and the Employer agree that there shall be no tie-up or interruption of work, or work stoppages 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 shop steward 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 thirty working days of the incident resulting in the controversy.
- (f) The Union Business Agent 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 21.2

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 shop steward (1e above) or the Business Agent (1f 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 unsettled 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 two 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) school days, the President of the Union (or his designee) and the Superintendent of Schools (or his designee) shall meet and attempt to resolve or dispose of the dispute. The Superintendent shall answer in writing within fifteen (15) school 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 five (5) working days following the next regularly scheduled Union meeting. (Meetings are scheduled on the second Saturday of each month.)
- (d) **Fourth Step.** Unresolved third step disputes shall be represented at a hearing before the Board prior to arbitration for cases of termination only. If this fails to satisfy settlement in writing, the matter may be advanced to 21.3 arbitration within five (5) working days following the next regularly scheduled Union meeting. (Meetings are scheduled on the second Saturday of each month.)

Section 21.3

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 (10) 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 Union Business Agent and the Superintendent of Schools (or his designee) shall be submitted to the American Arbitration Association, or any state agency that provides arbitration services and is mutually agreed upon by both parties, 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 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 22

Compliance With Law

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

ARTICLE 23

Social Security

The present practice of covering employees under the Social Security System and IMRF shall not be altered during the term of this Agreement.

ARTICLE 24

Restrictions of Fringe Benefits

Section 24.1

Notwithstanding any other provisions of this Agreement, no part-time OT,PT, OTA,PTA as defined in Section 2.2(b), employed by the Employer on or after July 2, 1982, shall be entitled to any of the fringe benefits provided for in this Agreement or in any rule, regulation or policy of the Employer with the only exception being the allowance of sick leave days not to exceed 10 days per year, of which they can accumulate, as defined in the Illinois School Code.

Section 24.2

"Fringe benefits" means any benefit accorded or payable to an employee other than his or her actual wages, at regular or overtime rates, for hours actually worked.

ARTICLE 25

No Strike - No Lock-Out

During the term of this Agreement, and any extensions or 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 members of the Union which may adversely affect the other, it being the intent and purpose of the parties hereto that this Agreement will 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

Professional Improvement

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.

2016-2017**OTA PTA SALARY SCHEDULE**

Step 1	\$35,860.00
Step 2	\$37,581.00
Step 3	\$39,385.00
Step 4	\$41,275.00
Step 5	\$43,256.00
Step 6	\$45,332.00
Step 7	\$47,508.00
Step 8	\$48,458.00
Step 9	\$48,943.00
Step 10	\$49,726.00
Step 11	\$49,975.00
Step 12	\$49,975.00
Step 13	\$49,975.00
Step 14	\$49,975.00
Step 15	\$49,975.00
Step 16	\$49,975.00
Step 17	\$49,975.00
Step 18	\$49,975.00
Step 19	\$49,975.00
Step 20	\$49,975.00
Step 21	\$50,775.00
Step 22	\$50,775.00
Step 23	\$50,775.00
Step 24	\$50,775.00
Step 25	\$50,775.00
Step 26	\$50,775.00
Step 27	\$50,775.00
Step 28	\$50,775.00
Step 29	\$50,775.00
Step 30	\$50,775.00

2016-2017 OT/PT

	BA	BAC+145	BA+160	BA+175	MA	MA+190
STEP 1	\$54,333.00	\$54,876.00	\$55,425.00	\$55,979.00	\$56,539.00	\$57,104.00
STEP 2	\$56,941.00	\$57,510.00	\$58,085.00	\$58,666.00	\$59,253.00	\$59,845.00
STEP 3	\$59,674.00	\$60,270.00	\$60,873.00	\$61,482.00	\$62,097.00	\$62,718.00
STEP 4	\$62,538.00	\$63,163.00	\$63,795.00	\$64,433.00	\$65,078.00	\$65,728.00
STEP 5	\$65,540.00	\$66,195.00	\$66,857.00	\$67,526.00	\$68,202.00	\$68,883.00
STEP 6	\$68,686.00	\$69,372.00	\$70,066.00	\$70,767.00	\$71,476.00	\$72,189.00
STEP 7	\$71,983.00	\$72,702.00	\$73,429.00	\$74,164.00	\$74,907.00	\$75,654.00
STEP 8	\$73,423.00	\$74,156.00	\$74,898.00	\$75,647.00	\$76,405.00	\$77,167.00
STEP 9	\$74,157.00	\$74,898.00	\$75,647.00	\$76,403.00	\$77,169.00	\$77,939.00
STEP 10	\$75,344.00	\$76,096.00	\$76,857.00	\$77,625.00	\$78,404.00	\$79,186.00
STEP 11	\$75,721.00	\$76,476.00	\$77,241.00	\$78,013.00	\$78,796.00	\$79,582.00
STEP 12	\$75,721.00	\$76,476.00	\$77,241.00	\$78,013.00	\$78,796.00	\$79,582.00
STEP 13	\$75,721.00	\$76,476.00	\$77,241.00	\$78,013.00	\$78,796.00	\$79,582.00
STEP 14	\$75,721.00	\$76,476.00	\$77,241.00	\$78,013.00	\$78,796.00	\$79,582.00
STEP 15	\$75,721.00	\$76,476.00	\$77,241.00	\$78,013.00	\$78,796.00	\$79,582.00
STEP 16	\$75,721.00	\$76,476.00	\$77,241.00	\$78,013.00	\$78,796.00	\$79,582.00
STEP 17	\$75,721.00	\$76,476.00	\$77,241.00	\$78,013.00	\$78,796.00	\$79,582.00
STEP 18	\$75,721.00	\$76,476.00	\$77,241.00	\$78,013.00	\$78,796.00	\$79,582.00
STEP 19	\$75,721.00	\$76,476.00	\$77,241.00	\$78,013.00	\$78,796.00	\$79,582.00
STEP 20	\$75,721.00	\$76,476.00	\$77,241.00	\$78,013.00	\$78,796.00	\$79,582.00
STEP 21	\$75,721.00	\$76,476.00	\$77,241.00	\$78,013.00	\$78,796.00	\$79,582.00
STEP 22	\$76,933.00	\$77,700.00	\$78,477.00	\$79,261.00	\$80,057.00	\$80,855.00
STEP 23	\$76,933.00	\$77,700.00	\$78,477.00	\$79,261.00	\$80,057.00	\$80,855.00
STEP 24	\$76,933.00	\$77,700.00	\$78,477.00	\$79,261.00	\$80,057.00	\$80,855.00
STEP 25	\$76,933.00	\$77,700.00	\$78,477.00	\$79,261.00	\$80,057.00	\$80,855.00
STEP 26	\$76,933.00	\$77,700.00	\$78,477.00	\$79,261.00	\$80,057.00	\$80,855.00
STEP 27	\$76,933.00	\$77,700.00	\$78,477.00	\$79,261.00	\$80,057.00	\$80,855.00
STEP 28	\$76,933.00	\$77,700.00	\$78,477.00	\$79,261.00	\$80,057.00	\$80,855.00
STEP 29	\$76,933.00	\$77,700.00	\$78,477.00	\$79,261.00	\$80,057.00	\$80,855.00
STEP 30	\$76,933.00	\$77,700.00	\$78,477.00	\$79,261.00	\$80,057.00	\$80,855.00

ARTICLE 27

Term of Agreement

Section 27.1

This Agreement, except as otherwise specifically set forth in this Agreement, is effective as of _____, and shall be in full force and effect until June 30, 2017, 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 of 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 and 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 or 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. This Agreement, except as otherwise specifically set forth in this Contract is effective as of _____, and shall be in full force and effect until June 30, 2017 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.
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.

BOARD OF EDUCATION

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 98 (OT/PT, OTA/PTA)

Dorely Acropolis
President

Jerry E. Webb 9/27/16
President

[Signature]
Secretary

[Signature]
Secretary

[Signature] 9-22-16
Business Agent

Granite City C.U.S.D. #9 and Local 98 of the Service Employees International Union wish to enter into an agreement on Section 12.5 of the contract.

Section 12.5 states, "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 at least 30 days prior to the date said retirement is to be effective, may elect to receive partial payment of their monthly health insurance premium.

The Board agrees to pay a maximum of \$150 toward the monthly premium of single coverage insurance for any retired bargaining unit member."

If an employee meeting the qualifications for this benefit retires and does not need the \$150 to put towards the monthly premium of single coverage insurance (Example: They get on their spouse's insurance plan who is an employee of the district), the district is not obligated to pay them the maximum of \$150. If at a later date, the employee obtains single coverage, the district will pay a maximum of \$150 toward the monthly premium of single coverage insurance.

The parties agree that this action constitutes no "past practice" regarding contract interpretation and/or implementation.

For the Union _____, Mr. Jerry Webb, President

Date _____

For the Board Mr. James Greenwald, Mr. James Greenwald, Superintendent

Date 9-27-16