

2010 - 2011

2011 - 2012

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

AND

THE GRANITE CITY FEDERATION  
OF TEACHERS, LOCAL 743  
IFT/AFT, AFL-CIO

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Appendix A

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WORKING AGREEMENT BETWEEN THE COMMUNITY UNIT  
SCHOOL DISTRICT #9, GRANITE CITY, ILLINOIS  
AND  
THE GRANITE CITY FEDERATION OF TEACHERS, LOCAL 743

PREAMBLE

This agreement is made and entered into at Granite City, Illinois, by and between the Board of Education, Community Unit School District #9, Granite City, Illinois, hereafter referred to as "Board," and the Granite City Federation of Teachers, Local #743, Granite City, Illinois, hereafter referred to as "Union."

It is the intent and purpose of the parties hereto, by entering into this Agreement, to promote and improve the relations among the Board, the Administration, and the School District Certificated Professional Employees, and to expedite and facilitate the attaining of the worthy objectives of the School District.

Nothing in this Agreement shall be binding on either party that is or becomes a violation of State laws. If such contradictions do exist, both parties consider that the other items in this Agreement are still valid and that this document was negotiated in good faith.

Any section of this Agreement found to be in violation of State laws shall be discussed at the time the violation is determined.

## ARTICLE 1

### Bargaining Agent

#### Section 1.1

The Board agrees that the Union is the sole and exclusive bargaining agency for all certificated personnel employed by the Board in regard to the basic rates of pay, total hours of employment per day, continuity of daily work schedules, and all other working conditions. As used hereinafter, the Union bargaining unit shall be deemed to be those employees represented by the Union under the provisions of this section, hereinafter referred to as Certificated Professional Employees ("CPE").

The following are positions excluded from the bargaining unit:

1. Superintendent of Schools
2. Assistant Superintendent/Director of Personnel
3. Administrative Assistant Elementary Education
4. Administrative Assistant Secondary Education
5. Director of Finance
6. Director of Building Services
7. Director of Information Systems
8. Director Title I/Technology
9. Grant Writer
10. Gifted/Reading Coordinator
11. Computer Specialist/AV Coordinator
12. Principals
13. Assistant Principals
14. Any and all other administrative and supervisory employees who have either the authority to hire, transfer, assign, promote, or discipline other employees or recommend such action, all as per paragraph 1702(g) of the Illinois Educational Labor Relations Act.

## ARTICLE 2

### Negotiations: Opening Procedures

#### Section 2.1

On or before March 1 of the year in which this Agreement is to be renegotiated, the Union and the Board of Education shall inform the parties by written notice to the others, listing the members representing the negotiating team.

#### Section 2.2

On or before April 1, there shall be a meeting of the negotiating teams for the purpose of setting dates for subsequent meetings, agreeing on procedures including written exchange of desired changes.

#### Section 2.3

There shall be a minimum of three persons and not more than seven persons representing the Board and three persons and not more than seven persons representing the Union. If an agreement has not been reached upon the expiration of the contract, the Union may request the presence of one Board member.

## ARTICLE 3

### School Policy: Adoption of

#### Section 3.1

Whenever the Board, its Policy Committee, or the Administration is considering adopting or revising any Board policy, rule or regulation which would directly affect CPE's or their basic rates of pay, total hours of employment per day, continuity of daily work schedules, any other working conditions or any terms and conditions of their employment:

- i) The Superintendent or the Chairman of the Policy Committee shall give the Union at least seven (7) days advance written notice of the time, date, place, purpose and business of each

meeting of the Policy Committee and the Union, at its option, may appear at any such Committee meeting and present its position to the Committee, orally or in writing or both; and

ii) before the recommendation of the Policy Committee is acted upon by the Board, the President or Superintendent shall give the Union at least seven (7) days advance written notice thereof and of the Board meeting at which it will be considered and acted upon and the Union, at its option, may appear at such Board meeting and present its position to the Board, orally or in writing or both; all except when a bona fide emergency exists and immediate action by the Committee and/or the Board is required.

### Section 3.2

No such policy, rule or regulation shall, in any event, (a) decrease or diminish the rights provided in this Agreement of any CPE; (b) increase the duties or obligations provided in this Agreement of any CPE; or (c) conflict with any of the provisions of this Working Agreement.

## ARTICLE 4

### Monthly Meetings with Administration

#### Section 4.1

The building principal of each school and the building representatives of each school shall meet at least once a month during the school year to:

1. Discuss matters of curriculum
2. Discuss matters of school activities
3. Discuss matters of school procedures
4. Consult on matters of school policies
5. Consult on matters of working conditions
6. Consult on questions of implementation of this Agreement
7. Review EDD Surveys and consult regarding EDD days

Consultation on change in the status of the above shall take place prior to adoption.



These meetings shall be arranged by the building representatives and the principal.

The meetings shall be held during regular school hours unless mutually agreed otherwise by both parties.

#### Section 4.2

Salary and Policy Committee of the Union shall meet at least once each month with the Superintendent of Schools to discuss school problems. Such meetings shall be used to discuss problems which were not resolved at the building level. The building representatives shall advise a supervisor or building principal that an issue exists in respect to his/her particular department or building and that the issue will be discussed at the meeting. The supervisor or building principal will be given at least 5 days notice.

### ARTICLE 5

#### Payroll Deduction of Dues

#### Section 5.1

Upon obtaining the written approval of the individual Union members, the Board shall check off and collect from CPE's, 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.

#### Section 5.2

Deductions will be made fifteen (15) times within the normal school year.

These deductions shall be taken from the following pay schedule: the last pay in the month of October, and each successive pay for a total of fifteen (15) equal deductions.

The Business Office shall supply a complete (computerized) listing of all deductions made, or not made (i.e., members on leave) to the Union.

Should dues be adjusted from the current annual rate, the amount of each deduction shall be reviewed to facilitate administrative expediency and a mutually agreeable method shall be adopted.

### Section 5.3

Upon obtaining the written approval of the individual Union members, the Board shall check off and collect from such CPE's, 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 6

### Public Information Available to Union

#### Section 6.1

The Board shall make available to the Union upon written request such information, statistics, and records which are available under the applicable provisions of Illinois law to any citizen or resident of the School District. Such written request must specify such information, statistics, records requested and such a request may be of a continuing nature for the duration of the term of this Agreement.

## ARTICLE 7

### Normal School Year

#### Section 7.1

The school calendar shall comply with the laws of the State of Illinois.

#### Section 7.2

The Board agrees to compensate the CPE's for attendance days and/or institute days or their equivalent, in excess of 182 on the basis of 1/182 of the CPE's annual basic salary for each day in excess of 182 up to a maximum of 187 days. Salary, sick leave, and sabbatical leave for days

beyond 187 shall be negotiated and this negotiation shall be performed and shall be settled prior to working the days in excess of 187.

### Section 7.3

Salary for days lost, for which the CPE is not to be compensated, shall be calculated on the basis of 1/182 of the CPE's annual basic salary for each day so lost.

### Section 7.4

CPE's who begin employment during the course of the school year or who terminate during the course of the school year shall receive total compensation for such period of employment as that period of employment relates to the total days of employment in the full school year. Paid days shall be defined as the total number of attendance days plus institute days and paid holidays in such particular year.

## ARTICLE 8

### School Mail Service

#### Section 8.1

School mail service may be used by the Union for the distribution of official National, State and Local Union publications. This does not include sample ballots, political flyers, and similar campaign literature.

## ARTICLE 9

### Job Consideration

#### Section 9.1

CPE's currently employed by District #9 shall be given first consideration in the filling of all existing and newly created vacancies in teaching, counseling, coaching, nursing, administrative and supervisory positions.

## ARTICLE 10

### Classroom Interruptions

#### Section 10.1

Classroom interruptions are to be held to a minimum.

#### Section 10.2

Announcements over the public address systems will be made during the first and last five (5) minutes of the day.

#### Section 10.3

Communications to faculty or pupils may be delivered to the classroom between periods, during study halls, and during the first and last five (5) minutes of the day.

If it is deemed by the principal, or his designated official, that an emergency exists, a class or classes may be interrupted.

## ARTICLE 11

### Non-Teaching Hours

#### Section 11.1

CPE's may leave their assigned buildings during periods when they are not directly responsible for student education or conduct provided the person responsible for the building, or his/her designee, is notified of their departure and return. Such period shall be used with discretion. At the middle school level team planning periods shall be considered periods when CPE's are directly responsible for student education.

## ARTICLE 12

### Passive Supervision

#### Section 12.1

The district and the Union recognize that in carrying out their responsibilities before, after, and during the school day, during non-student contact time, CPE's have the responsibility of helping administration to maintain order in the schools through passive supervision. When practical, CPE's assist the administration through passive supervision by being present in areas of the schools where their presence will be observed or otherwise known to the students of the school district. Nothing in this article changes the hours that a CPE is required to work nor diminishes any other rights and/or privileges CPE's have under this collective bargaining agreement.

## ARTICLE 13

### Scheduling of Pupils

#### Section 13.1

With the exception of summer school, the entire process of scheduling pupils into classes shall be performed by persons other than classroom teachers. At Middle schools, core teachers in each team shall assign students within the blocks of time scheduled for each team by the principal.

## ARTICLE 14

### Collection of Money

#### Section 14.1

CPE's shall not be required to collect monies.

## ARTICLE 15

### Vocational Shop Teachers

#### Section 15.1

Vocational Shop teachers with minimum requirements shall be placed on the Bachelor's Degree column.

#### Section 15.2

Only Vocational Shop teachers hired prior to January 1, 1991, with thirty additional semester hours of college work will be placed in the Bachelor's Degree + 150 hours column. An additional 25 hours or a total of 55 hours of college credit shall place them in the 175 hour column. Upon earning a Bachelor's Degree, non-degree Vocational teachers with minimum requirements shall be placed in the Master's Degree column. Upon completion of a Master's Degree, Vocational teachers shall be placed in the Master's + 190 hours column.

## ARTICLE 16

### Nurses

#### Section 16.1

All school nurses must meet the criteria outlined by the Illinois Office of Education (June 30, 1975), for the School Service Personnel Certificate (Type 73) with a School Nurse Endorsement, as set forth in The Certification of Professional Educational Personnel.

#### Section 16.2

The salary of each school nurse shall be determined under the provisions of Article 41 (Salary Schedule) in accordance with such nurse's actual degree, if any, and his or her additional educational credits, if any, in excess of the Bachelor's Degree.

## ARTICLE 17

### Identification Cards

#### Section 17.1

The Board shall issue identification cards to all CPE's. These identification cards shall serve as passes to all school sponsored activities.

- a) For reserved ticket activities, these identification cards shall entitle the holder to a complimentary ticket after student sales have been completed.
- b) Identification cards shall not be valid at athletic tournaments at which admission is charged.

#### Section 17.2

The entire group of identification cards can be voided only by change in Board policy. A specific CPE's identification card can be voided when there is a violation of rules relative to the use of identification cards as established in the statement of Board policy.

## ARTICLE 18

### CPE-Administrator Conferences

#### Section 18.1

The CPE or the administrator or both parties may request that Union representation be present during any conference between a CPE and administrator, consultant, or principal. No more than two Union representatives may be present at the conference. Verbal notification will be given all parties prior to said conference.

#### Section 18.2

If the Union representatives attend such conference, it shall be at no additional cost to the Board unless the administrator schedules the conference during the regularly scheduled school hours of the Union representatives.

## ARTICLE 19

### CPE Personnel Records

#### Section 19.1

All matters involving personal character which are to become part of a CPE's records, shall be discussed in person with the CPE before a written record is prepared. The matter shall be discussed with the Director of Personnel in a conference involving the two parties if a conference is requested by either party.

#### Section 19.2

All matters involving quality or fitness to teach, which are to become a matter of record shall be discussed with the teacher involved by the person making the record. If a conference with the Director of Personnel is desired, it may be requested within 15 school days from the date of such discussion by either party and such request shall be granted. If a conference with the Superintendent of Schools is desired, it may be requested within 15 school days from the date of such discussion with the Director of Personnel by either party and such request shall be granted.

#### Section 19.3

In both Sections 19.1 and 19.2 above outlined, if a written record is needed, it shall be in a narrative form and the CPE, Director of Personnel, Superintendent of Schools and the person making the report shall be given a copy of the report that has been filed by the party making the report and acknowledged in writing by the CPE. Any report covering any observation or particular circumstances involving 19.1 and 19.2 shall be prepared and presented to said CPE within fifteen (15) school days of said observation or incident. The report shall be in the following form:



CONFERENCE REPORT

Date of Conference \_\_\_\_\_

Conference \_\_\_\_\_

REPORT

\_\_\_\_\_  
Reporter

I acknowledge that the above conference was held on the date indicated but the signing of this report does not constitute agreement.

\_\_\_\_\_  
Teacher or CPE

In both Sections 19.1 and 19.2 above outlined, the CPE or teacher has the privilege of making a companion report within fifteen (15) school days following receipt of the original report, and this companion report shall be made a part of the original report.

Section 19.4

On request, CPE's shall be furnished with duplicate copies of any or all materials in their records except those which have been transmitted from outside sources with a commitment not to reveal.

### Section 19.5 – CPE Assessment Plan

The primary purpose of the CPE assessment that was developed by a joint teacher-administration assessment committee is to facilitate and improve classroom instruction and to enhance student learning. Its secondary purpose is to meet the requirements of Article 24A of the Illinois School Code.

The District's assessment plans for regular classroom teachers, special education teachers, nurses, guidance counselors, and Chapter 1 teachers, and the implementation of each respective plan regarding the process of assessment, the document for assessment, the cycle of assessments to be administered, and the review and remediation plans to be administered, shall become Board of Education Policy GCN-R, formerly GBI-B.

The plan will be implemented and administered in accordance with Board of Education Policy GCN-R, formerly GBI-B.

### Section 19.6 – Modification of CPE Assessment Plan

An assessment review committee composed of three representatives selected by the Union and three representatives appointed by the Board of Education shall meet to consider any proposed changes in the assessment plan.

All proposed changes to the assessment plan must be presented to the assessment review committee.

No changes shall be made to the assessment plan unless agreed to by at least four members of the assessment review committee.

Any modification of a CPE assessment plan prior to the expiration of this contract does not constitute a reopening of any article in this contract.

## ARTICLE 20

### Payment of Salaries

#### Section 20.1

Salaries will be paid on a bi-weekly basis under two plans:

1. 20 pay schedule
2. 26 pay schedule

### Section 20.2

CPE's who have elected to be paid on the 26 pay schedule, who are not participating in any program, such as Tax Sheltered Annuities, that require deductions on a year round basis, may, by giving at least 14 days notice prior to the close of school in the spring semester, receive all earned monies.

## ARTICLE 21

### Tax Sheltered Annuity

#### Section 21.1

A tax sheltered annuity program, IRC Section 403 (b), or other tax sheltered voluntary salary reduction plans provided for by the Internal Revenue Code which results in no additional cost to the school district shall be available to all personnel. In order to participate in this program CPE's must comply with regulations as set forth as follows:

- a) The following regulations are applicable to CPE's planning to participate in the Tax Sheltered Annuity Program or other Board of Education approved programs.
  - b) Tax sheltered plan participation shall be entered into only on the request and application of the CPE's. Said request and application must be free and voluntary acts subject to the following regulations.
1. No restriction is established as to the company from which a tax sheltered plan contract is purchased. The Community Unit #9 Business Office will, however, deal directly with only one (1) representative of each company.

For companies utilizing agents, the district manager in charge of the Granite City area for each company or one agent specifically designated in writing by such district manager will be the only

recognized representative. Contracts written by other agents must clear through such personnel.

For companies not utilizing agents, it is the CPE's responsibility to have the company with which the CPE has the tax sheltered plan, provide written verification to the Community Unit #9 Business Office indicating that the CPE is participating in a tax sheltered plan with said company.

A Salary Reduction Agreement Form must be submitted. Copies of this form may be obtained at the Community Unit #9 Business Office. This form must be completed in duplicate. Both copies are to be submitted to the Community Unit #9 Business Office.

It is the CPE's responsibility to comply with all laws regarding the amount being tax sheltered.

2. Tax sheltered plans containing life insurance provisions will be acceptable if the insurance company and the CPE agree to administrative regulations as promulgated by the Community Unit School District #9 Business Office.
3. CPE receiving salary payments on either a 26 or 20 pay basis are eligible to participate in tax-sheltered programs.

There will be 18 deductions for those CPE's on a 20 pay basis and 24 deductions for those employees on a 26 pay basis.

The CPE may elect to have deducted a set amount from each pay or may elect to have a percentage of gross income deducted from each pay.

Remittance will be made monthly to each participating company on or before the 15<sup>th</sup> day of the following month. No remittance will be made for those months where there is no pay for the month.

4. Initial contract requests must be submitted not later than the 10<sup>th</sup> day of any month with salary reduction to be effective in the following month. No more than one (1) change can be made in any calendar year.

In order for any company not presently providing any employee of Community Unit #9 a tax sheltered plan, at least two (2) CPE's must initiate tax sheltered plans with said company.

## ARTICLE 22

### Grievance Procedure

#### Section 22.1

A "Grievance" shall be defined to be a dispute arising out of the alleged improper interpretation or application of, or the alleged failure of compliance with, the provision of this Agreement.

#### Section 22.2

Within five (5) school days of the act or omission giving rise to the grievance and without the necessity of the grievant filing a written grievance, the grievant shall deliver a written request for a conference to his or her immediate administrative supervisor and, within ten (10) school days after the date such immediate administrative supervisor received such written request, a conference must be held between the grievant, a Union representative, the grievant's immediate administrative supervisor and all other persons, if any, directly involved in the grievance. At such conference, the parties shall attempt to reach a mutually acceptable solution or disposition of the grievance.

#### Section 22.3

If the grievance is not solved or disposed of at the conference required under the provisions of 22.2, the grievant, within ten (10) school days shall file a written statement of his or her grievance with the grievant's immediate administrative supervisor and shall file a copy thereof with each of the Chairman of the Union's Grievance Committee, the Union's representative, if any, who was present at the conference and the Superintendent of Schools.

#### Section 22.4

Upon the filing of a written grievance as provided for in Section 22.3, the following procedure shall be followed:

- a. Within five (5) school days, the grievant's immediate administrative supervisor shall file a written reply to the grievance with the Chairman of the Union's Grievance Committee and shall file a copy thereof with each of the Superintendent of Schools, the Union's representative, if any, who was present at the conference and the grievant;

- b. Within the next five (5) school days, the Chairman of the Union's Grievance Committee (or his designee) and the Board's Administrative Assistant/Personnel (or his designee) shall meet and attempt to resolve or dispose of the dispute. The Administrative Assistant/Personnel shall answer the grievance in writing within fifteen (15) school days of this meeting, unless the time is extended by mutual agreement.
- c. If the dispute is not so 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 22.5, arbitration, within thirty (30) calendar days. Upon request of either party an extension may be granted.

#### Section 22.5

If the dispute is not solved or disposed of as provided in Section 22.4, the following procedure shall be followed:

- a. The matter shall be appealed to an impartial arbitrator appointed by mutual agreement of the parties hereto. In the event the parties shall fail to agree upon an arbitrator, the American Arbitration Association shall be requested to submit a list of five (5) names of arbitrators and from this list one (1) shall be mutually selected and agreed upon by the parties. The Union and the School District shall equally bear the expenses and salary of the arbitrator.
- b. The arbitrator shall meet; shall consider the grievance; shall hear such oral, and receive such written evidence, as may be required; and as soon as possible after such may render a written decision thereon.
- c. The arbitrator to whom any grievance shall be submitted in accordance with the provisions of the Article shall, insofar as may be necessary for the determination of such grievance, have authority to interpret and apply the provisions of the Agreement but such arbitrator shall not have the authority to alter, or add to or subtract from, in any way, the terms and conditions of this Agreement. The arbitrator's decision shall not be in violation of, inconsistent with or in conflict with any statute or statutes heretofore or hereafter enacted by the General Assembly of Illinois.

- d. The decision of the arbitrator shall be final and binding upon the Board and the Union (except as provided in the (Illinois) Uniform Arbitration Act of 1961, as amended).

Section 22.6

Notwithstanding any of the foregoing provisions, in the event a grievance applies to the Union itself or to two or more employees, the grievance procedure shall commence as provided for in Section 22.3 and the conference provided for in Section 22.2 shall not be required.

ARTICLE 23

Distribution of Agreement

Section 23.1

This Working Agreement shall be made available for all new CPE's and for any other union member who requests one.

Section 23.2

A new contract shall be provided for every CPE at the beginning of a new contract adoption.

ARTICLE 24

Immunization

Section 24.1

The School District will make available to all CPE's immunization shots against influenza. The cost is not to exceed a maximum of \$10.00.

## ARTICLE 25

### Non-Discrimination

#### Section 25.1

No CPE 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.

#### Section 25.2

All CPE's who are not members of the Union shall, commencing on the effective date of this Agreement, or sixty (60) 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 CPE's 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.

A CPE who is not a member of the Union, but who objects to such deduction, due to such CPE's bona fide religious tenets or teaching of a church or religious body, of which such CPE 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 event, such proportionate share shall still be deducted from the objecting CPE'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.



## ARTICLE 26

### Instructional Program: Improvement of

#### Section 26.1

Curriculum study is of concern to both CPE's and the Board.

#### Section 26.2

To facilitate study and revision of the District's curriculum, groups shall be formed for the purpose of studying new curriculum ideas and revisions of present programs. Suggestions for areas of study and revision shall come from an annual survey of the CPE's.

#### Section 26.3

Services on these committees shall be voluntary. All meetings of these committees shall be held during normal working hours.

#### Section 26.4

A joint teacher-administrator committee shall be established for the purpose of surveying and evaluating the suggestions of the teaching staff. This committee will consist of at least 13 members. The Administrative Assistants/Elementary and Secondary respectively will be standing members of the committee and the remaining members of the committee will consist of personnel mutually acceptable to both the Union and the Administrators and will be equally divided between the two groups. Each committee member shall serve three years and each year two Administrators and two teachers shall be replaced. Committee members may serve successive terms if mutually agreed upon.

The committee shall meet not less than three times during the school year, which shall include one meeting during the first grading period, and one during the last grading period.

The committee shall establish its own rules of procedure.

Any curricular change shall be presented to the committee for study and its recommendations shall be presented to the Board prior to adoption.

### Section 26.5

A report and recommendations will be made to the Superintendent of Schools annually. A copy of this report shall be filed with the Union and the Board of Education.

The Board shall notify the committee of its disposition of the recommendations.

### Section 26.6

If curriculum committee or sub-committee work is considered necessary for evaluation of its findings, or for other reasons, it may function during the summer, and members will be paid the current summer school rate of pay.

District #9 staff members who participate in summer committee or curriculum workshops shall be chosen by the joint teacher-administrator committee as outlined in Section 26.4.

## ARTICLE 27

### After School Functions

#### Section 27.1

High School and Middle School CPE's are, if deemed necessary by the building principal, required to attend a maximum of six (6) building meetings a year on off-school time. Elementary CPE's, if deemed necessary by the building principal, are required to attend a maximum of four (4) building meetings a year on off-school time. No such meeting may be more than one hour in length.

#### Section 27.2

The particular time of required meetings shall be mutually agreed upon by the Union building representatives and the building principal.

#### Section 27.3

The building principal shall give a minimum of five school days notice of any required meeting.

## Section 27.4

Attendance at meetings not specified as required meetings shall be voluntary. If information is provided or decisions are reached at a voluntary meeting that affect members of the bargaining unit, the administrator will issue a bulletin or in some manner provide the information for the affected persons.

## ARTICLE 28

### Normal Teaching Assignment

#### Section 28.1

The normal teaching assignment in senior high schools shall consist of five (5) classes, no more than two (2) of which are one (1) hour study halls, plus an assigned one-half (1/2) hour study hall, hall duty, or lunch room duty. This does not apply to personnel whose normal teaching assignment shall consist of two (2) three (3) hour classes per day or three (3) two (2) hour classes per day.

The normal teaching assignment in middle schools for core teachers and special education teachers with the exception of self contained classes shall consist of five (5) class periods of instruction, one advisory instructional period, and one team plan period.

The normal teaching assignment in middle schools for exploratory teachers shall consist of six (6) class periods of instruction, and one team planning period.

The term advisory instructional period shall mean periods of non-academic instruction in areas such as study skills, value clarification, or social skills.

#### Section 28.2

At senior highs and middle schools, teachers whose regular schedule contains additional classes above their normal teaching assignment as outlined in Section 28.1 shall receive additional compensation. Compensation shall be paid according to the following formulas:

Full period for one full semester = 0.091 times their annual teaching salary  
 ½ period for one full semester or Full period for ½ semester = 0.0455 times their annual teaching salary  
 Full period for a portion of a semester = 0.001 times the number of days worked, times their annual teaching salary  
 ½ period for a portion of a semester = 0.0005 times the number of days worked, times their annual teaching salary

Section 28.3

- a) Elementary teachers shall not be required to perform recess duty.
- b) Lunchtime/noon time duty in each building shall be covered by CPE’s selected in the following manner:
  - 1. Each semester, the principal in each building shall offer the duty assignments to the CPE in that building who has the most district-wide seniority. If the CPE with the most seniority declines the assignment, it shall be offered to the next most senior CPE, and so on until all of the assignments have been filled.
  - 2. If there are assignments for which no CPE volunteers, it shall be assigned to the CPE in that building with the least district-wide seniority. Ties shall be broken as per Section 45.8.
  - 3. The duty assignments shall be rotated among those selected above on a weekly basis. Those selected shall rotate through each of the thirty (30) minute lunch periods, and from detention assignments and playground assignments.
  - 4. CPE’s who perform lunchtime/noontime duty shall be compensated as per Article 36.1. Payment shall be as follows:  
  
3.65% and paying this amount for each semester the duty assignment is worked.
  - 5. There shall be two (2) CPE’s on duty for each thirty (30) minute lunch period.
- c) During the normal school year on the first and third Tuesday of each month, elementary CPEs may be required to attend IEP meetings or Response to Intervention (RTI) planning meetings which would commence fifteen (15) minutes after the end of the

school day and last no longer than one (1) hour. There will be no supervision of students during this time on Tuesdays and Thursdays for elementary teachers, and the RTI meetings are for planning only, not for RTI implementation. CPEs may miss a maximum of three (3) meetings without penalty.

Elementary nurses are exempt from attending the after school meetings. In the event that elementary nurses are required to attend the meetings, the District will pay them for the meeting at their hourly rate of pay.

CPEs who regularly travel between buildings shall attend the meeting at the building where they are located at the end of the school day.

Nothing in Section 28.3c requires the district to schedule IEP meetings and/or RTI planning meetings on the first and third Tuesday and Thursday throughout the school year. CPE's shall assume there is a meeting unless otherwise informed by the Principal that the meeting has been cancelled.

#### Section 28.4

In-school supervision classes are to be assigned when possible, as a normal teaching assignment as per Article 28.

#### Section 28.5

It is the purpose of this section to provide the President of the Granite City Federation of Teachers, Local 743 released time to conduct union business. When the President is assigned to a senior high school his/her normal teaching assignment as outlined in Section 28.1 shall be reduced by one full period plus his/her ½ hour study hall or duty.

If the President is assigned to a middle school or elementary school he/she shall receive 15 days of leave each year. Only full or half days can be taken. Elementary teachers shall not be assigned noontime duty. The principal must be notified by noon the preceding day before this leave can be invoked, unless an alternate notification time is mutually agreed between the President and principal.

#### Section 28.6

Any elementary teacher assigned to teach a split class shall receive additional compensation as per Article 36.1. The amount of this additional annual compensation shall be calculated by multiplying the base salary of the appropriate column by 12%.

A split class shall be defined as a regular, self-contained class at the elementary level which contains more than one grade level.

## ARTICLE 29

### Special Education Work Load Plan

#### Section 29.1

Title 12, Section 226.735 of the Illinois Administrative Code requires that the District, in accordance with the Illinois Educational Labor Relations Act, develop with the Union a plan specifying the limits on the work load of its special educators, with such plans to take effect for the 2010-2011 school year.

#### Section 29.2

The term "Special Educator" shall include, but not be limited to, Special Education Teachers, Resource Teachers, Social Workers, Psychologists and Speech Pathologists.

#### Section 29.3

The Board shall establish a Special Education Work Load Committee (Committee) comprised of three (3) administrators appointed by the District and up to seventeen (17) CPE's appointed by the Union from the categories of special education teacher, resource teacher, social worker, psychologist, speech pathologists and regular education teacher.

1. The Committee shall develop an annual plan specifying the limits on the work load of its special educators so that all services required under student's IEP's as well as all needed ancillary and support services can be provided at the requisite level of intensity.
2. In developing the plan, the Committee shall consider the activities for which the District's special educators are responsible, including but not limited to:

- a) Individualized instruction
  - b) Consultative services and other collaboration among staff members
  - c) Attendance at IEP meetings and other staff conferences, and
  - d) Paperwork and reporting
3. The Committee shall gather and analyze data from the four areas listed in #2 above the by February 15 of each school year, the Committee shall submit any staffing recommendations to the Superintendent and the Board of Education, who will vote on the Committee's staffing recommendations at their March meeting.
  4. The Committee will be provided all information necessary to make its recommendations, including, but not limited to, IEP minutes, staff responsibilities during IEP, RTI, collaborative and other student-related meetings, and staff responsibilities for paperwork.

#### Section 29.4

If a special educator believes his/her workload to be unmanageable, the following will occur:

1. The special educator will schedule a meeting with an administrator to discuss their concern.
2. The special educator will bring to the meeting the data, including service minutes, consultation time and other requirements that they believe create a situation that prevents them from meeting all of the requirements of the IEP's for which they are responsible.
3. If the issue is not resolved at the administrator level, the special educator may appeal to the Special Education Work Load Committee for review. A Work Load Sub-Committee will be established to review appeals. The Sub-Committee shall be comprised of the Superintendent, Director of Special Education and one (1) District principal, two (2) special education teachers appointed by the Union and one (1) Union officer. The Sub-Committee will make recommendations regarding the Special Educators appeal. The Superintendent shall make the final determination as to the work load of the special educator(s) who filed an appeal.

## ARTICLE 30

### Response to Intervention (RTI)

#### Section 30.1

Any CPE who must work beyond their normal workday as a result of RTI implementation, shall be compensated for the additional time worked at the teacher's hourly rate of pay.

#### Section 30.2

CPE's who attend summer meetings of the RTI Committee shall be compensated at the Summer School rate for each hour worked.

## ARTICLE 31

### Classroom Substitution

#### Section 31.1

It is the intent of this article to discourage taking a teacher's preparation period for use as a substitute. Teachers shall not be used as substitutes during their team planning periods except in cases when no other teacher in the building is available.

#### Section 31.2

Persons substituting, at the request of the administration, for teachers who are absent shall be compensated according to the following scale:

- 1 – 19 minutes – No compensation
- 20 – 35 minutes – at half (1/2) of the summer school rate
- 36 – 60 minutes – summer school rate

#### Section 31.3

These payments shall be made in cases where a teacher doubles up to handle his/her own class as well as the class of the absent teacher. If the class of the absent teacher is divided among two or more teachers, the payment shall be divided on a proportionate basis among the teachers involved.



Section 31.4

When possible, payment earned shall be paid on the next applicable paycheck.

ARTICLE 32

Homebound Teachers

Homebound teaching for those not regularly employed as homebound teachers shall be compensated at the rate of 1/1000 of the teacher's annual teaching salary, as calculated from the current salary schedule, for each hour so taught.

ARTICLE 33

Acting Principals

No CPE shall act as principal of a school building.

ARTICLE 34

Professional Improvement

Section 34.1

CPE's paid on the degree columns of the salary schedule, receiving a grade of "B" or higher in college courses approved by the administration, shall be reimbursed 75% of their tuition and regular fee charges. However, in no instance shall their reimbursement exceed 75% of tuition and fees charged by SIU-E for the same number of semester or equivalent quarter hours, except that if a course or program is not offered at SIU-E, the Board will reimburse 75% of the tuition of that university at which the courses or program are taken. 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 period from September 1 to June 1, only 75% of the allowable percentage will be paid. Course work must receive approval from the Superintendent prior to taking the course.

### Section 34.2

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.

### Section 34.3

No payment will be made for any courses taken for which the individual is receiving financial aid, such as scholarships or federal grants.

### Section 34.4

Approval of the Superintendent of Schools or his designee must be obtained prior to enrollment in a course for which compensation is desired unless the course is being taken to satisfy the requirements for a graduate degree. Upon enrollment in a course taken to meet the requirements of a graduate degree, notification of such enrollment shall be given the administration within one week of the date of enrollment.

CPE's requesting approval for courses other than graduate degree requirements may list alternate courses. Course titles and numbers must be included in the request.

In the event that original and alternate courses become unavailable, persons may request approval of any substituted course within one week of enrollment.

### Section 34.5

Requests for compensation of a completed course shall be made within twelve weeks after the closing date of a quarter or semester.

### Section 34.6

Courses for which reimbursement is expected must be taken in institutions accredited by North Central Association of Secondary Schools and Colleges or its equivalent accrediting agency.

### Section 34.7

Vocational department teachers desiring professional improvement in their field, but who are unable to find such a course offered by an institution accredited by North Central Association of Secondary Schools and Colleges or its equivalent accrediting agency shall receive compensation for taking the course from a non-accredited institution.

## ARTICLE 35

### Sabbatical Leave Program

During the term of this Agreement, the Board of Education shall grant no sabbatical leaves.

## ARTICLE 36

### EXTRA-CURRICULAR PAY SCHEDULE

#### Section 36.1

The extra curricular schedule will be paid in accordance with a Step 2 CPE on the base salary schedule. This will also include any level increase accrued for further education. All persons hired for extra curricular duty will be placed on the appropriate yearly step of the schedule in accordance with years of District #9 experience at that position. Up to five (5) years of experience outside Unit #9 will be recognized for coaching, High School Band Director, High School Choral Director, Athletic Director and Theater Director. When a CPE reaches Year 5 on the Extra-Curricular Pay Schedule, they shall be paid in accordance with a Step 3 CPE on the base salary schedule for Years 5 through 10 and beyond.

Elementary, Middle School, and High School Club Sponsors will be paid only if the club has been administratively approved. Sponsorship of unapproved clubs and organizations will not be compensated. Sponsorship of all clubs and organizations meeting after school hours shall be voluntary.

Counselors assigned on or after August 1, 1991, shall:

1. be compensated at the summer school rate of pay for each hour of work assigned by the administration beyond the normal school day. If

the assigned hours are not contiguous with the normal school day, the counselor shall receive one additional hour of pay.

Or

2. receive released time for each hour worked beyond the normal school day. Each hour worked beyond the normal school day shall equal two hours of released time. The released time shall be taken at a mutually agreeable time between the counselor and the building principal.

The administrator, after consultation with the counselor, shall choose the method of compensation (#1 or #2)

#### Section 36.2

Each middle school team shall select and submit to the principal, on an annual basis, a recommendation for team leader. The principal must accept the recommended team leader or meet with the team to explain reasons for denying their recommendation. If the principal rejects a recommendation, the team shall recommend a different candidate.

#### Section 36.3

As of the 2003-2004 school year, four (4) curriculum based middle school club sponsorships will be added to the extra-curricular pay schedule. Two of these clubs will be assigned to Grigsby Middle School and two assigned to Coolidge Middle School.

As of the 2003-2004 school year, thirty-five (35) curriculum based elementary club sponsorships will be added to the extra duty pay schedule. Five (5) clubs will be assigned to each of the elementary schools, Frohardt, Maryville, Mitchell, Niedringhaus, Prather, Wilson, and Worthen.

#### Section 36.4

The Athletic Director shall be paid the same rate as the "Head Coach – Football, Baseball, Boys/Girls Basketball, Wrestling, Track, Boys/Girls Softball" for three (3) seasons. The Athletic Director is not eligible for other extra-curricular assignments. The Athletic Director is responsible for one (1) hour of student instruction per day of the school year.

## EXTRA-CURRICULAR PAY SCHEDULE

### HIGH SCHOOL

(Years)	1	2	3	4	5	6	7	8	9	10
Head Coach - Football, Baseball, Boys/Girls Basketball, Wrestling, Track, Boys /Girls Soccer, Softball	14.75	15.25	15.75	16.25	16.75	17.25	17.75	18.25	18.75	19.25
Head Coach - Volleyball	11.0	11.5	12.0	12.5	13.0	13.5	14.0	14.5	15.0	15.5
Band Director	14.75	15.25	15.75	16.25	16.75	17.25	17.75	18.25	18.75	19.25
Head Coach - Golf, Cross Country, Boys Tennis, Girls Tennis, Bowling	8.0	8.5	9.0	9.5	10.0	10.5	11.0	11.5	12.0	12.5
Assistant Coach - Football, Baseball, Boys/Girls Basketball, Wrestling, Boys/Girls Soccer, Track A, Softball, Ass't. Athletic Director	8.5	9.0	9.5	10.0	10.5	11.0	11.5	12.0	12.5	13.0
Assistant Coach - Track B	6.25	6.75	7.25	7.75	8.25	8.75	9.25	9.75	10.25	10.75
Assistant Coach - Volleyball, Cross Country, Golf, Tennis	5.0	5.5	6.0	6.5	7.0	7.5	8.0	8.5	9.0	9.5
Vocal Music, Asst. Band Director	8.5	9.0	9.5	10.0	10.5	11.0	11.5	12.0	12.5	13.0
Student Council, National Honor Society	6.25	6.75	7.25	7.75	8.25	8.75	9.25	9.75	10.25	10.75
Department Heads	4.0	4.5	5.0	5.5	6.0	6.5	7.0	7.5	8.0	8.5
Head Ticket Taker	7.55	7.8	8.05	8.3	8.55	8.8	9.05	9.3	9.55	9.8

Approved Club Sponsors	.85	.9	.95	1.0	1.05	1.1	1.15	1.2	1.25	1.3
CWT Coord.	8.5	9.0	9.5	10.0	10.5	11.0	11.5	12.0	12.5	13.0
Yearbook, Journalism	3.0	3.5	4.0	4.5	5.0	5.5	6.0	6.5	7.0	7.5

EXTRA-CURRICULAR PAY SCHEDULE (cont.)

(Years)	1	2	3	4	5	6	7	8	9	10
Cheerleading Head Coach, Varsity/Junior Varsity/Sophomore/Freshman, Basketball, Competition Football, Soccer, Winter Basketball, and Wrestling	8.0	8.5	9.0	9.5	10.0	10.5	11.0	11.5	12.0	12.5
Cheerleading Assistant Coach – Varsity/Junior Varsity/Sophomore/Freshman, Basketball, Football, Soccer, Winter Basketball, Wrestling and Competition	5.0	5.5	6.0	6.5	7.0	7.5	8.0	8.5	9.0	9.5
Pep Club	4.4	4.5	4.6	4.7	4.8	4.9	5.0	5.1	5.2	5.3
One-Act Play/Contest	1.05	1.1	1.15	1.2	1.25	1.3	1.35	1.4	1.45	1.5
Play 1, Play 2, Play 3	3.7	3.8	3.9	4.0	4.1	4.2	4.3	4.4	4.5	4.6
Technical Director	11.0	11.5	12.0	12.5	13.0	13.5	14.0	14.5	15.0	15.5
Individual Events, Debate, Auxiliaries Sponsor, Scholar Bowl	5.8	6.0	6.2	6.4	6.6	6.8	7.0	7.2	7.4	7.6
Summer Weight Training	2.35	2.4	2.45	2.5	2.55	2.6	2.65	2.7	2.75	2.8
Video Journalism	3.0	3.5	4.0	4.5	5.0	5.5	6.0	6.5	7.0	7.5

MIDDLE SCHOOL

Head Coach - Football, Boys Basketball, Girls Basketball, Wrestling, Volleyball, Track	6.5	7.0	7.5	8.0	8.5	9.0	9.5	10.0	10.5	11.0
Assistant Coach	4.5	5.0	5.5	6.0	6.5	7.0	7.5	8.0	8.5	9.0

Middle School Band, Swing Choir	6.5	7.0	7.5	8.0	8.5	9.0	9.5	10.0	10.5	11.0
Student Council	4.3	4.5	4.7	4.9	5.1	5.3	5.5	5.7	5.9	6.1
Middle School Cheerleading	4.8	4.9	5.0	5.1	5.2	5.3	5.4	5.5	5.6	5.7

EXTRA-CURRICULAR PAY SCHEDULE (cont.)

(Years)	1	2	3	4	5	6	7	8	9	10
Summer Football Help	2.35	2.4	2.45	2.5	2.55	2.6	2.65	2.7	2.75	2.8
Middle School Chorus	4.5	5.0	5.5	6.0	6.5	7.0	7.5	8.0	8.5	9.0
Approved Middle School Club Sponsors	.85	.9	.95	1.0	1.05	1.1	1.15	1.2	1.25	1.3
Approved Middle School Curriculum Based Club Sponsors	.85	.9	.95	1.0	1.05	1.1	1.15	1.2	1.25	1.3
Team Leaders	2.0	2.25	2.5	2.75	3.0	3.25	3.5	3.75	4.0	4.25
Middle School Year Book	1.0	1.2	1.3	1.5	1.7	1.8	2.0	2.2	2.3	2.5

ELEMENTARY SCHOOL

School Safety Patrols	1.05	1.1	1.15	1.2	1.25	1.3	1.35	1.4	1.45	1.5
Elementary Band and Elementary Vocal	4.5	5.0	5.5	6.0	6.5	7.0	7.5	8.0	8.5	9.0
Approved Elementary School Curriculum Based Club Sponsors	.85	.9	.95	1.0	1.05	1.1	1.15	1.2	1.25	1.3
Elementary Assistant Band	3.0	3.5	4.0	4.5	5.0	5.5	6.0	6.5	7.0	7.5

## ARTICLE 37

### Retirement

#### Section 37.1

Any CPE 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 Illinois Teachers Retirement System will be eligible for a retirement incentive under the following program:

1. A CPE shall submit a written, irrevocable notice of intent to retire to be effective after the conclusion of the CPE's final school year.
2. The notice of intent to retire shall be submitted no later than March 1 of the year payments under this incentive will begin, up to the fifth year prior to the effective date of retirement. For example, notice must be submitted no later than March 1, 2008, for a retirement to be effective at the conclusion of the 2011-2012 school year.

#### Section 37.2

The severance payments shall be paid as follows:

1. An eligible CPE shall receive lump sum retirement incentive payments equal to \$1,000.00 for each year of service in the District, up to a maximum of \$15,000 payable in equal annual installments over the CPE's final years of employment.
2. If the irrevocable notice of intent to retire was submitted by March 1 of the fifth year prior to the effective date of retirement, the maximum retirement incentive payment will be divided by five and paid in equal annual installments in each of the year's prior to the CPE's retirement.



3. If irrevocable notice of intent to retire was submitted in any of the years subsequent to the fifth year prior to the effective date of retirement, the retirement incentive payment will be divided by the number of years notice given and paid in equal annual installments in each of the year's prior to the CPE's retirement.
4. Notwithstanding paragraphs 1, 2, and 3 of this section, any portion of the incentive payment that would cause the CPE's creditable earnings to exceed 6% over the previous year's creditable earnings shall be held and paid post retirement in a lump sum 30 days after receipt of the teacher's last pay check in the CPE's year of retirement.

### Section 37.3

In the event the CPE retires or otherwise leaves employment with the district prior to the date stated in the CPE's notification of retirement, the CPE shall forfeit all of the retirement stipend not previously paid to the CPE. This section shall not apply in the event of the death of a CPE.

### Section 37.4

The Board and the Union agree to re-open and re-negotiate Article 37 of this contract if, during the duration of the contract, the Illinois legislature or the Illinois Teacher's Retirement System change the provisions regarding the retirement of teachers.

## Article 38

### Accumulated Earned Absences

#### Section 38.1

A CPE who (i) dies while an employee of the Board or while in an honorably dismissal (laid off) status, or (ii) is honorably dismissed (laid off) from employment by the Board shall receive compensation for accumulated earned absences according to the following table:

5 years or more but less than 7 years	- 20 days of accumulated earned absences
7 years or more but less than 10 years	-25 days of accumulated earned absences
10 years or more but less than 12 years	-30 days of accumulated earned absences
12 years or more but less than 15 years	-35 days of accumulated earned absences
15 years or more	- 40 days of accumulated earned absences

The period during which a CPE is honorably dismissed (laid off) shall not be included for the purpose of the foregoing table in this Section 38.1.

#### Section 38.2

To arrive at the amount of compensation to be paid, 182 days will be used as the total number of compensation days in a school year and no one shall receive more than \$10,000 total compensation for unused earned absences and the salary plus pension contribution shall be divided by 182 days.

#### Section 38.3

In the event of the death of the CPE 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 38.4

CPE's who are honorably dismissed shall be entitled to receive the compensation to which he or she is otherwise entitled under the provisions of this Article 38 at or upon the sooner to occur of the following:

- (i) the date that the Board of Education receives the written irrevocable resignation of such CPE;
- (ii) the latest date upon which such CPE's rights to be recalled from such honorable dismissal (laid off) status expire, whether provided by law, this Working Agreement or Board policy; or
- (iii) his or her date of death.

#### Section 38.5

At the sole option of the employee, an employee may elect to waive compensation for all or some portion of the accumulated earned absence days for which they are entitled.

### ARTICLE 39

#### Sick Leave

### Section 39.1

Sick leave shall be granted at the following rates:

A CPE shall be granted 1.12 days of sick leave per month at the beginning of each year. When a CPE accumulates 50 days of sick leave, the CPE shall be granted 1.45 days of sick leave per month at the beginning of each year. When a CPE reaches 100 days of accumulation, the CPE shall be granted 1.67 days of sick leave per month at the beginning of each year. When a CPE reaches 200 days of accumulation, the CPE shall be granted 2.23 days of sick leave per month at the beginning of each year. When a CPE reaches 250 days of accumulation, they shall be granted 2.78 days of sick leave at the beginning of each year. To determine the amount of days per year an employee will receive, multiply the number of days by the number of months worked and round to the nearest whole number. For example, an employee who works nine months will receive  $9 \times 1.12$  days per month, which equals 10.08 days, rounded to 10 days.

Sick leave days shall accumulate to a maximum of 340 days.

### Section 39.2

At the beginning of the 2008-2009 school year, a CPE who had accumulated 50 sick leave days was granted 25 additional sick leave days in addition to the CPE's normal accumulation. Thereafter, any CPE 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, 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 a CPE's career.

### Section 39.3

Sick leave shall be interpreted according to the Illinois School Code of 1961, as amended from time to time, particularly Section 24-6 thereof, and in accord with policies established by the Board of Education.

## ARTICLE 40

### Personal Leave

#### Section 40.1

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

#### Section 40.2

Personal 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 personal leave.

#### Section 40.3

Personal leave for urgent personal business. This includes court summons, attendance at funerals other than immediate family or other emergencies requiring the personal presence of the CPE. The total amount of personal leave under this category in any one year is four (4) days.

Personal leaves under 40.3 should be recommended in advance by the building principal with final approval in advance by the Superintendent or his designated official. Personal leave requests must be prepared in duplicate and both copies forwarded to the Superintendent or his designated official.

#### Section 40.4

CPE's shall be entitled to two (2) additional days personal leave per year for which no reason shall be given. The principal 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 CPE's due to misunderstandings or impasses.

This leave definitely shall not be used for personal pleasure.

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

### ARTICLE 41

#### Insurance

### Section 41.1

Employees may participate in the POS health plan.

The Board of Education will provide health benefits for CPE's; and, where applicable, the CPE's spouse and/or dependent children. Those CPE's electing coverage for the CPE's spouse and/or dependent children shall pay \$75.00 per month in the 2010-2011 school year and \$100.00 per month in the 2011-2012 school year.

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. Life insurance, as stated in Section 41.5 below, will also be provided to certificated personnel.

### Section 41.2

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

### Section 41.3

For the 2010-2011 school year, health benefits shall be as described in the 2010-2011 schedule of benefits for the MISSVIC Health Benefit Plan. For the 2011-2012 school year health benefits shall be as described in the 2011-2012 schedule of benefits for the MISSVIC Health Benefit Plan unless there are changes in the MISSVIC Health Benefit Plan or Pharmacy Benefit Plan that either the District or the Union feel are significant enough to re-open Section 41.3 only. At the demand of either the District or the Union, Section 41.3 shall be re-opened and health benefits for 2011-2012 shall be negotiated to agreement.

During the time of the re-opener until the parties reach agreement, and such agreement is ratified by the Board and the Union, Section 47.1 will be null and void. No other articles or sections of the contract shall be open during this time.

A summary plan description of MISSVIC's health care agreement shall be available by request and also a copy shall be given to all new employees.

#### Section 41.4

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 41.5

1. CPE's who retire may elect coverage under either the TRS' traditional major medical program or the TRS' managed care program. If TRS coverage is elected at the time of retirement, this school district will pay the monthly premium for annuitant's coverage only until he/she reaches age 65. The amount paid by the school district for this monthly premium shall be limited to 25% of the total cost (annuitant's cost plus TRS subsidy) for the annuitant's coverage under the less expensive of the two plans offered by TRS/CMS (traditional major medical or the managed care program.)
2. For purposes of this Article, the retiring CPE must be at least 54 ½ years of age, but not yet 65. He/she must have completed 15 years of full-time employment with this school district and be eligible for an immediate retirement annuity from the Illinois Teachers' Retirement System. Retirement notification must be given to this Board of Education prior to March 15 of the school year after which retirement is to be effective.
3. If the Teachers' Retirement System health plan is elected, it will be the retiree's responsibility to present the TRS enrollment card to the District 9 Supervisor of Insurance Services for signature in order that premium payments may be initiated.
4. At any time, it shall be this District's prerogative to determine whether all CPE's retiring under this agreement shall be covered under the TRS plan or the District's self-insured health plan. The District may decide to grandfather retirees back into its own plan if the TRS premium exceeds the district premium. The amount of the TRS premium in effect at that time will be paid by the District toward total cost of the coverage. It shall be the responsibility of the retiree to pay the remaining premium.

5. CPE's 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 41.6

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

#### Section 41.7

The parties agree to continue the Insurance Committee for the duration of this contract. 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 42

### Summer School

#### Section 42.1

When summer school is offered by the Board, the rate of pay shall be \$23.00 per hour plus TRS.

#### Section 42.2

Articles 39 and 40 will apply to persons teaching summer school in the same manner they apply to the normal school year.

#### Section 42.3

Other provisions of this Agreement do not affect summer school except as otherwise specified herein.

#### Section 42.4

Summer school meetings with administration.

The building principals of each summer school center and the building representatives of each summer school center shall meet at least once during the summer school session to:

- 1) discuss matters of summer school curriculum;
- 2) discuss matters of summer school activities;
- 3) discuss matters of summer school procedure;
- 4) discuss matters of summer school policies;
- 5) discuss matters of summer school working conditions.



These matters shall be arranged by the building representatives and the principal.

The meetings shall be held outside regular summer school hours unless mutually agreed otherwise by both parties.

Section 42.5

The summer school Salary and Policy Committee of the Union shall meet at least once during the summer school session with the administrator in charge of summer school to discuss summer school problems. The building representatives shall advise a supervisor or building principal that an issue exists in respect to this particular department or building and that the issue will be discussed at the meeting. When possible, the supervisor of building representatives will be given at least five (5) days notice.

ARTICLE 43

Salary Schedule

Section 43.1

The salary schedules for the 2010-2011 and the 2011-2012 school years are contained in Appendix A of this Agreement.

Section 43.2 – Longevity Step

No credit will be given for non-public school experience to any person who did not reach Step 21 of the salary schedule on or before August 26, 1991.

Section 43.3 – Salary Schedule Credit for Approved Workshops

Credit on the salary schedule will be given for workshops and in-service courses offered by the school district and for courses or workshops offered by other educational systems for which college credit is not offered, but which are considered to be of educational value in advancing the school district's educational goals.

The Superintendent must give prior approval for salary schedule credit to be granted under this provision.

Class Hours

Semester Hours of Credit for Salary Schedule Purposes

5 - 9	0.5
10 - 19	1.0
20 - 29	1.5
30 - 39	2.0
40 - 49	2.5
50 - 59	3.0

Workshops that are attended during school time, which may or may not be paid for by the District, shall not qualify for movement on the salary schedule. Workshops that are outside of the normal school day, which may or may not be paid for by the District, shall qualify for movement on the salary schedule.

Section 43.4

Notwithstanding anything in this Agreement to the contrary, a CPE who is within four (4) years of being eligible to retire pursuant to TRS, shall not receive an increase in the CPE's creditable earnings of greater than six percent (6%) over the CPE's previous year's creditable earnings.

The District will not knowingly ask CPE's to perform work that would increase their creditable earnings beyond 6% over the CPE's previous year's creditable earnings. The District and the Union will work together prior to the start of each school year, to develop a list of all CPE's affected by this section. Said list will include, but not be limited to, the additional compensation a CPE can earn in that school year, without going over 6% of the previous year's creditable earnings.

Section 43.5

The Board and the Union agree to re-open and re-negotiate Section 43.4 of this contract if, during the duration of the contract, the Illinois legislature or the Illinois Teacher's Retirement System change the provisions regarding the retirement of teachers.

ARTICLE 44

Tax Sheltering for Extra Compensation

Section 44.1

The Board shall "tax shelter," to the maximum extent permitted by Illinois and Federal law, the amount of any contribution due from any CPE to the Illinois Teachers' Retirement System on account of any compensation payable to such CPE under any provision of this Working Agreement other than Article 44.

#### Section 44.2

In so doing, the Board shall:

- (i) determine the gross amount of such compensation due the teacher such other provision of this Working Agreement, which amount shall be part of the amount which the Board shall report to such System as such CPE's total compensation;
- (ii) subtract from such amount the maximum permissible "tax sheltered" System contribution, presently 9.8901%, and pay the same to the System for such CPE; and
- (iii) pay in cash to the CPE the balance then remaining, which amount shall be part of the amount which the Board shall report to the Internal Revenue Service as such CPE's taxable compensation.

### ARTICLE 45

#### Seniority and Recall of Honorably Dismissed Teachers

##### Section 45.1

Should it become necessary to release CPE's the Board hereby agrees that their rights to be recalled shall exist for the two (2) calendar years from the beginning of the school year immediately following the year in which such dismissal occurred, and shall continue thereafter to and including the first regular meeting of the Board following the sixth (6<sup>th</sup>) day of pupil enrollment in the third (3<sup>rd</sup>) school year immediately following the school year in which such dismissal occurred.

##### Section 45.2

In considering the recall of an honorably dismissed CPE, the Board hereby agrees to comply with Illinois law, that is to say by seniority provided that the senior CPE is qualified to hold the position. In so doing, the Board

hereby agrees to recognize any and all then valid and subsisting Illinois teacher's certificates held by any honorably dismissed CPE even though any such certificate was obtained by such CPE after he or she was honorably dismissed; provided, however, that each honorably dismissed CPE shall be required to timely furnish written evidence of any such new certificate to the Board if it is to be so considered.

### Section 45.3

Each honorably dismissed CPE shall be responsible for keeping his or her current mailing address and current telephone number on record with the Board. Changes in address or telephone number shall be sent to the Board for the Attention of its Secretary by the CPE and/or the Union by certified U.S. Mail.

### Section 45.4

If the Board tenders a recall to an honorably dismissed CPE, it shall do so by certified U.S. Mail and, in such event, such recalled CPE shall:

- (i) orally accept (by telephone call to, or in person with, the Superintendent of Schools) such tender within nine (9) calendar days of the date of mailing of the tender; and also
- (ii) report for duty on the date specified in the tender which shall be not less than sixteen (16) calendar days from the date of mailing of the tender.

### Section 45.5

Failure of the CPE to timely comply with either of the requirements specified in 45.4 shall be deemed to be and shall constitute his or her immediate, irrevocable resignation.

### Section 45.6

A copy of each such tender shall also be mailed to the Union for the attention of its President by certified U.S. Mail.

### Section 45.7

The Board shall annually prepare a seniority list as of September 30 of that year; shall serve a copy thereof upon the Union no later than October

31 of such year; and shall otherwise comply with the applicable provisions of the Illinois School Code of 1961, as amended from time to time.

#### Section 45.8

The present Board of Education policy GCH, formerly GBP, shall be used to break seniority ties for the term of this Agreement.

### ARTICLE 46

#### Student Discipline

#### Section 46.1

The individual classroom teacher shall assume the major responsibility for classroom control and discipline. The Board hereby recognizes its responsibility to give support and assistance to teachers through its policies and directions to administration.

#### Section 46.2

The Board will adopt and keep in force a policy for the procedure for the handling of disciplinary action at each of the levels within the District. The Board of Education will review the policy at least as often as bi-annually. The Union's participation in such review process shall be as specified in Article 3.

### ARTICLE 47

#### No Strike – No Lock-Out

#### Section 47.1

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 CPE's 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, the CPE's 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 48

##### Flexible Spending Accounts

1. By January 1, 1992, the Board of Education shall provide to all CPE's the opportunity to participate in a flexible spending account program which is consistent with Internal Revenue Code Section 125.
2. Through the use of voluntary salary reduction agreements, CPE's may set up FSAs of two types.
  - a. Health Care Reimbursement Accounts
  - b. Dependent Care Reimbursement Accounts
3. The program shall be provided at no cost to the Board of Education.
4. In the event a CPE leaves the employment of the School District, he/she agrees to have deducted from the last paycheck(s) an amount sufficient to cover the amount obligated or paid to or for him/her by any F.S.A. plan. He/She agrees to reimburse the school district for any amount paid to him/her in excess of his/her contribution.

#### ARTICLE 49

##### School Calendar

The Board of Education shall each year adopt a school calendar only after consulting with the Union with sufficient time to allow the Union to survey its members regarding the calendar. The calendar adopted shall comply with 105 ILCS 5/10-19 and this Article.

ARTICLE 50

Term of Agreement

Section 50.1

The term of this Working Agreement shall be deemed to have begun on August 1, 2010.

Section 50.2

This Working Agreement shall thereafter be, and remain, in full force and effect to and including July 31, 2012.

BOARD OF EDUCATION  
OF TEACHERS  
COMMUNITY UNIT SCHOOL DISTRICT #9

GRANITE CITY FEDERATION  
LOCAL #743

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## APPENDIX A