

2013-2014

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

and

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 98 (CAFETERIA)

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DISTRICT NO. 9, GRANITE CITY, ILLINOIS

AND

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 98 (CAFETERIA)

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 kitchens, cafeterias, or lunchrooms of the Employer, performing food preparation, food storage, food serving, or related functions, except as may be specifically excluded under the terms of this Agreement.

Section 2.2

The employee included in this bargaining unit, sometimes designated as "Lunchroom Employees", shall include:

- (a) Full-time employees, who are defined to be employees whose normal work day is seven (7) hours per day; and
- (b) Part-time employees, who are defined to be employees whose normal workday is less than seven (7) hours per day.
- (c) Employees temporarily assigned to lunchroom functions, being defined as any employees working within the recognized "Lunchroom Employee" category, but who are on a temporary basis.

Section 2.3

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

## Section 2.4

Student helpers shall be excluded from the bargaining unit. Such help shall be utilized only to supplement work done by bargaining unit members, shall not displace any bargaining unit member, and shall not be used in such fashion as to avoid increasing the bargaining unit work force when such would ordinarily be called for. Student help shall not be permitted to use any machinery, and shall do only such work as is required to receive their lunch free of charge or be employed under the special provisions of State or Federal legislation to do such tasks as are not normally a part of the work of the cafeteria employees.

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

Employer shall provide to the Business Agent of Local 98 a list of new hire substitutes performing work in bargaining unit. List to 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.

Section 4.2

A newly hired employee shall serve a probationary period of 30 days from the date he or she commenced to work, and during said period he or 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 or her seniority shall date from the date of his/her employment. For all promotions, transfers, lay-off, 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 thirty (30) days in previous school year, if agreeable to both parties.

(a) 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 this 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 a cafeteria worker, 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, an employee may exercise his/her District seniority in this bargaining unit to bump other employees in this 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, as well as other regular "employees" who are hereafter "laid off" by the Board, shall be part of a special list of substitute employees and shall be on such list unless and until:

- (1) 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 therefrom either permanently or, from time to time, temporarily, all without waiving such person's right to be recalled.

Whenever a substitute "employee" 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's" duties, such person from said special list shall be paid 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 substitute "employees" may be paid less.

While performing such substitute "employee's" 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. District 9 is to provide to Local 98 B.A. the names, hire dates and job placements of all substitutes and long-term substitutes.

#### Section 4.7

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

### ARTICLE 5

#### Hours of Work

#### Section 5.1

The normal work year for Lunchroom Employees shall be nine (9) months.

#### Section 5.2

The normal workweek for full-time Lunchroom Employees, as defined in Section 2.2(a), shall be thirty-five (35) hours per week, on weekdays. The normal workweek for part-time Lunchroom Employees, as defined in Section 2.2(b), shall be less than thirty-five (35) hours per week, but at least twenty (20) hours per week, on weekdays.

### Section 5.3

The normal workday for full-time Lunchroom Employees, as defined in Section 2.2(a), shall be seven (7) consecutive hours per day, on weekdays. The normal workday for part-time Lunchroom Employees, as defined in Section 2.2(b), shall be less than seven (7) consecutive hours per day, but at least four (4) consecutive hours per day, on weekdays.

### Section 5.4

The start of the normal workday may vary from school to school, and will be set for each school at the beginning of the school year by the Director of Cafeterias; provided that the starting time at any given school(s) may be altered during the school year by the Director of Cafeterias for more efficient operation.

### Section 5.5

Any work performed after the normal workday which is related to banquets or special functions shall be paid 1-1/2 times the normal rate of pay. In addition, any work performed after the normal workday due to unusual circumstances, such as staff shortages, shall be paid at 1-1/2 times the normal rate subject to prior approval of the Cafeteria Director. Unusual circumstances do not include routine duties such as selling lunch tickets, filling soda machines, etc.

### Section 5.6

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 5.7

Employees working student banquets or smorgasbords shall be paid for not less than four hours, which will include one-half hour for eating. Employees working adult banquets or smorgasbords shall be paid for not less than four hours, and shall be given, in addition, one-half hour for eating.

### Section 5.8

At the beginning of the school year, the normal staff at each cafeteria shall be called in to work at least two full days prior to the first day at which meals will be served, in order to prepare the kitchen for operation. One additional day during the school year will be designated as a cleaning day by the Cafeteria Director. Employees may be excused from cleaning days, without pay, with the consent of the Cafeteria Director. At the discretion of the Cafeteria Director, a workshop may be designated during the school year.

### Section 5.9

Full-time employees are entitled to two (2) fifteen minute breaks in each day, one in the a.m. and one in the p.m.

## ARTICLE 6

### Number of Employees-Job Classifications

#### Section 6.1

All elementary schools shall have at least two seven-hour workers. When the plate count averages 211-225 plates per day for a two-week period of 10 serving days, an additional four-hour employee shall be added. For each additional 17 plates above 225 averaged over a two-week period of 10 serving days, an additional hour of help shall be added. Help shall be decreased in the same proportion as increased, and shall also be based upon an average of plate counts over a two-week period of 10 serving days. In cases where there is a need for additional help because of the type of menu, the number of hours of employee help for a given plate count may be increased at the discretion of the Cafeteria Director.

The Director of Cafeterias shall assign help in the junior and senior high school according to need of "a' la carte" and plate count. A' la carte plate allowance will be determined by the following equation: A' la carte \$ /# days in the period /\$1.90 /2 /17.

#### Section 6.2

All junior and senior high school banquets involving students, the cafeteria manager shall determine the help needed, but when other groups are involved, the following shall prevail:

- (a) At least eight employees shall be used for the first 100 persons served, plus one employee for each additional 20 persons served.

In all cases, workers for these events shall be selected from among the cafeteria workers at the affected school, and they shall be asked to work in order of seniority, from most senior to least senior. If, after such selection, more positions must be filled, cafeteria workers at other schools will be asked to work, in like order of seniority.

#### Section 6.3

Catering Service - When outside groups rent the cafeteria and kitchen for a banquet and provide catering service, the group renting the cafeteria shall contact the Business Agent of Local 98 for additional cafeteria help. In no case shall there be less than three people from Local 98 at these banquets and smorgasbords. The rate of pay shall be determined by the Business Agent of Local 98 and the group renting the facility. The caterer shall pay cafeteria help and not the Board of Education. When no kitchen equipment is to be used, no cafeteria help is required when mutually agreed by both Cafeteria Director and Business Agent.

#### Section 6.4

The School District shall have the right to reduce the work force in the same proportions as increases are granted in 6.1 of this Article, or because of installation of machines or changes in serving methods, which could eliminate some work processes.

Any operational changes will be discussed mutually with the Union.

#### Section 6.5

Each school cafeteria shall have at least one lead woman. As in the case of other promotions, the seniority provisions of this Agreement shall prevail. Effective July 1, 2001 any employee hired after said date will be required to take a basic skills (with mutual input) and aptitude test prior to being awarded a lead position.

## 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 workday. The rate provided for by this section is applicable only for work performed after the end of an employee's normal work day with no break between the end of the regular shift and the beginning of the extra work period, notice being given to the affected employee prior to the end of the regular shift. Unless otherwise provided by this Agreement, the rate prescribed in this section shall also be applicable whenever an employee works more hours in a week than the normal workweek.

#### Section 7.2

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

#### Section 7.3

In all cases where overtime or a call-in is required, the selection shall be made from among the employees at a particular building in order of seniority, provided the employee has the ability to perform the work in question. If further help is needed, positions shall be filled from among District employees in order of seniority. In the event all employees refuse the overtime as outlined, above and someone is forced to work overtime, the employee with the least seniority shall be obligated to work.

#### Section 7.4

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

## 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 rule may be if employee has worked thirty days in the previous school year by agreement of both parties.

### 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 a cafeteria worker.

### 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. When records are removed, they shall be destroyed and cannot be used in any further disciplinary action.

#### 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.

## ARTICLE 10

### Vacations

#### Section 10.1

For vacation subsequent to his or her first regular vacation, and on any subsequent plateau reached, an employee shall be credited on June 1 of each calendar year the vacation days he/she would have accrued on his next anniversary date. The employee shall be allowed to take any credited vacation during the vacation period allotted. Those entitled to vacation

pay may elect to hold five vacation days to the next school year. Employee will notify administration by May 1, of each year if he/she elects to take this option. The Director of Food Services must approve all vacations.

1 year	5 days
2 years through 4 years	10 days
5 years through 9 years	15 days
10 years through 14 years	20 days
15 years or more	25 days

### Section 10.2

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

### Section 10.3

Vacation time for less than 12-month employees shall be 3/4 of the vacation allowance for 12-month employees with the same length of service.

### Section 10.4

Vacation pay for less than 12-month employees will be made in one payment between the end of the work year and the end of the fiscal year.

### Section 10.5

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

### Section 10.6

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

### Section 10.7

Employees whose work schedule is less than twelve (12) months and whose date of hire is after September 9, 1991, shall not be eligible for vacation as per Article 10.

## ARTICLE 11

### Holidays

### Section 11.1

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

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

## Section 11.2

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

## Section 11.3

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

## Section 11.4

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

## Section 11.5

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

## ARTICLE 12

### Insurance

## Section 12.1

Employees may participate in the POS health plan.

The Board of Education will provide health benefits for Employees; and, where applicable, the Employee's spouse and/or dependent children. Those Employees electing coverage for the Employee's spouse and/or dependent children shall pay \$100.00 per month toward the cost of such premium in the 2013-2014 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.

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

These benefits are in accordance with the health plan.

## Section 12.2

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

## Section 12.3

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

#### Section 12.4

The following term life insurance coverage will be provided:

- a. Term life insurance in the amount of \$15,000.
- b. At the employee's own expense, the employee may elect to be covered for additional amounts of \$25,000, \$75,000 or \$100,000 in term life insurance. Premiums to be determined by life insurance carrier.

#### Section 12.5

Employees who are at least 55 but not yet 65, who have completed eight or more years of full-time employment with this school district, who are eligible for an immediate annuity from the Illinois Municipal Retirement Fund (IMRF), and who give notification to the Board of Education 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.

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 ([215 ILCS 5/367](#)).

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

The Board shall check off and collect from all individual union members the equivalent of one half of one per cent of the offered three and ½ percent raise 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 12.6

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

Section 12.7

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

Section 12.8

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 12.9

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 13

Rates of Pay

Section 13.1

CAFETERIA SALARY SCHEDULE

2013-2014

Steps Frozen

2% added to each step

**SEE APPENDIX**

## Section 13.2

On a temporary vacancy in the lead woman's position, the person filling the position shall receive the lead rate for the position. The lead woman shall continue to receive her added rate per hour as long as the absence is due to personal illness and does not exceed the person's accumulative sick leave. The temporary vacancy shall be filled by the senior full-time employee assigned to that particular school. Temporary lead will be paid as follows:

Elementary .74                      Jr. High .80                      Sr. High .91

## ARTICLE 14 Pay Day

### Section 14.1

Payday 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.

## ARTICLE 15

### Filling of Vacancies

### Section 15.1

If a vacancy should occur in the cafeteria or custodian staff, or a new position within these categories is created, employees presently employed by the School District who are members of the bargaining unit shall be given the first opportunity to bid for the job that is open. Jobs shall be advertised on bid for a period of five days and the notification of the opening should contain a short description of the job and the shift hours. Bids shall be returned in duplicate; one copy to the Personnel Office, and one copy to the Business Agent of Local 98 or his designee. Cafeteria or custodian positions shall be filled in accordance with Article 4, Seniority, and in accordance with bid procedures contained herein. Once awarded a position, there shall be no changes of assignment for thirty (30) calendar days from date of job award, except for obtaining a position leading to a promotion, then the regular bidding procedures will follow. When a know vacancy occurs, bids will be posted no later than five days prior to that vacancy. For all others, bids will be posted no later than five days after a vacancy occurs.

### Section 15.2

Employees requesting bid application notices during vacation periods or other periods when the employee is not scheduled to work must notify the employer and list the address so the bid can be mailed. If no request is on file, the bid will not be mailed.

### Section 15.3

Workers in this bargaining unit shall be eligible to work as substitute custodians. The Cafeteria Manager shall inquire of each cafeteria worker at the beginning of the school year if she or he is interested in performing custodians' work. All those interested in such work shall be placed upon a list prepared by the Cafeteria Manager in the order of seniority. All such lists shall be given to the B.A. of Local 98. All substitute custodians shall be called from this list, and when a cafeteria worker works as a substitute custodian she or he shall receive the same basic rate of pay as the custodian for whom she or he is substituting. The person taking the place of the cafeteria worker

substituting for a custodian shall receive whatever rate of pay she or he is entitled to by her or his position on the salary schedule.

A substitute custodian is paid as custodian for holidays falling within the period of substitution. However, there shall be no duplication of holiday payments.

If a person on the substitute custodians' list refuses to accept assignment to the custodians' work for reasons other than health, her or his name shall be removed from the list of substitute custodians unless excused by mutual consent of the Cafeteria Manager and Business Agent.

#### Section 15.4

When a vacancy occurs in the custodian staff of any school, bid sheets are to be posted at all schools. The person selected as custodian shall have twenty (20) working days to prove her or his qualifications, but if not qualified, she or he shall be returned to her or his job in the cafeteria bargaining unit without loss of seniority.

#### Section 15.5

Prior to being eligible to become a permanent or substitute custodian or to be placed on the eligible lists therefore; a person in this bargaining unit of cafeteria workers shall be required to take and pass a physical examination administered by a doctor selected by the Board of Education and paid for by it.

#### Section 15.6

Personnel selected to fill these vacancies shall serve a probationary period of thirty days for the purpose of supervision and evaluation. This probationary period would include any service by the employee on a temporary basis in compliance with the provisions of Article 4. During this probationary period, the employee may, for demonstrated inability to perform on the job, be returned to the previous job without further recourse or loss in seniority, provided that such may not be done for the purpose of evading this Agreement or discriminating against Union members.

#### Section 15.7

Any cafeteria worker who becomes a permanent member of the custodial bargaining unit shall no longer have any seniority in this cafeteria workers' bargaining unit.

#### Section 15.8

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.

### ARTICLE 16

#### 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 17

### Sick Leave

#### Section 17.1

Each cafeteria 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 additional grant of 25 sick leave days.

#### Section 17.2

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

## ARTICLE 18

### Emergency Leave

#### Section 18.1

In general, emergency 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 18.2

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 18.3

Emergency 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 applicant. The total amount of emergency leave under this category in any one year is four (4) days.

Emergency leaves under Article 18.3 should be recommended in advance by the building Principal with final approval in advance by the Superintendent or his designated official. Emergency leave requests must be prepared in duplicate and both copies forwarded to the Superintendent or his designated official.

#### Section 18.4

Employees shall be entitled to two (2) additional days emergency 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 an employee or employees 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 19

### Leaves of Absence

#### Section 19.1

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

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

#### Section 19.2

- (a) There shall be no pay allowance for the leave of absence.
- (b) The duration of leave may not exceed one year, unless approved by the Board of Education
- (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 20

### Unused Earned Absences

#### Section 20.1

Employees who have been employed by the Board for at least two (2) years but less than eight (8) years and die during service to the district shall receive compensation for unused, earned absences in an amount calculated in accordance with this Article.

#### Section 20.2

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 total compensation for unused earned absences.

#### Section 20.3

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 20.4

Employees who receive the retirement incentive pursuant to Article 21 are not eligible to receive a buyout of unused earned absences under this Article.

### Article 21

#### Retirement Incentive

#### Section 21.1

Any employee who has been employed by District #9 for ten (10) or more years and who will qualify to retire and receive an annuity under the provisions of the IMRF will be eligible for a retirement incentive 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 21.2

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. On 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 in August, 2017.

### ARTICLE 22

#### Grievance Procedure

#### Section 22.1

The Union and the Employer agree that there shall be no tie-up or interruption of work, or work 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 22.2

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

- (a) First Step. The employee and the 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)

- (c) Fourth Step. Unresolved third-step disputes shall be presented at a hearing before the board of education prior to arbitration in 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 22.3

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

- (a) Within ten (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 23

### Compliance With Law

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

## ARTICLE 24

### Social Security

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

## ARTICLE 25

### Restrictions of Fringe Benefits

### Section 25.1

Notwithstanding any other provisions of this Agreement, no part-time Lunchroom Employee, as defined in Section 2.2 (b), employed by the Employer on or after July 1, 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, as defined in the Illinois School Code, not to exceed 12 days per year, of which they can accumulate, and one day of personal leave.

### Section 25.2

"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.

### Section 25.3

The provisions of this Article shall not apply to any Lunchroom Employee who was employed as such in either school year 1980-81 or 1981-82, who has been laid off and who is re-employed (recalled) on or after July 1, 1982.

## ARTICLE 26

### 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 27

### Professional Improvement

Personnel receiving a grade of "B" or equivalent in an educational degree program or a "B" or equivalent in a course related to their current job description and duties, shall be reimbursed 75% of their tuition and regular fees.

All courses must have pre-approval of the Superintendent. In no instance shall this reimbursement exceed 75% of tuition and fees charged by S.I.U.E. for the same number of semester or equivalent quarter hours.

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

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

## ARTICLE 28

### Term of Agreement

#### Section 28.1

This Agreement, except as otherwise specifically set forth in this Agreement, is effective as of July 1, 2013, and shall be in full force and effect until June 30, 2014, 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 28.2

It is further provided that if no such cancellation or termination notice is served, and the parties desire to continue said agreement but also desire to negotiate changes or revisions in this

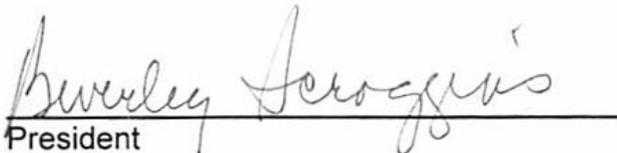
Section 28.3

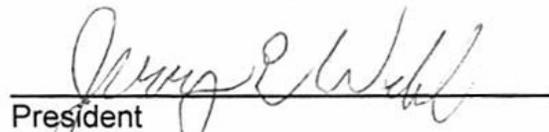
In the process of bargaining in good faith for a new contract, or a contract containing desired modification, the parties recognize that it may be necessary to continue their negotiations after the date upon which this Agreement by its terms terminates. Therefore, in order to provide for their duties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

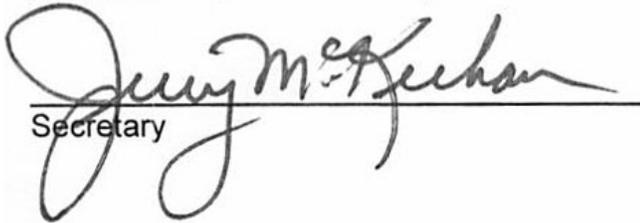
1. The parties shall continue to bargain and negotiate in good faith in an effort to reach a complete agreement and understanding covering the terms and provisions of a new contract to take the place of this one or a contract containing the desired modifications, and such negotiations shall continue 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. All of the terms and provisions of this contract shall be continued in full force and effect and extended from the termination date hereof to such time as the parties either enter into a new agreement, or agreement containing the desired modifications or terminate further negotiations in the manner above mentioned.
3. Should the parties reach an agreement upon the terms and provisions of a new contract, or a contract containing the desired modifications, at a time subsequent to the termination date of this contract, then, in such event, all of the terms and provisions of the new contract, or in the contract containing the desired modifications shall be made retroactive to the termination date of this contract.

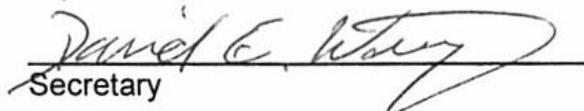
BOARD OF EDUCATION

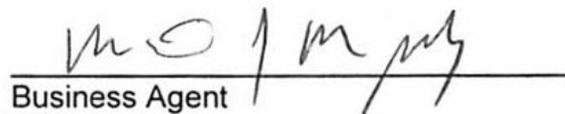
SERVICE EMPLOYEES INTERNATIONAL  
UNION, LOCAL 98 (CAFETERIA)

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

  
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Secretary

  
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Business Agent

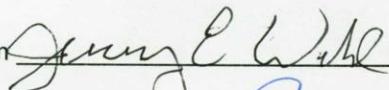
Granite City C.U.S.D. #9 and Local 98 of the Service Employees International Union wish to enter into an agreement on Section 12.5 of the contract.

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.

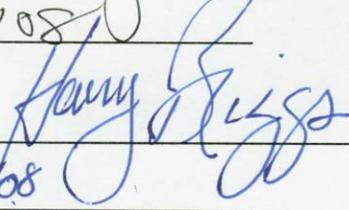
The Board agrees to pay a maximum of \$150 toward the monthly premium of single coverage insurance for any retired bargaining unit member."

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 (Ex. 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 4/3/08

For the Board , Harry Briggs PhD, Superintendent

Date 4/2/08

	Cafe		Cafe Lead - Elem		Cafe Lead - M S		Cafe Lead - H S	
		13-14		13-14		13-14		13-14
Step 1	\$13.62	<b>\$13.89</b>	\$14.53	<b>\$14.82</b>	\$14.61	<b>\$14.90</b>	\$14.72	<b>\$15.01</b>
Step 2	\$14.33	<b>\$14.62</b>	\$15.21	<b>\$15.51</b>	\$15.33	<b>\$15.64</b>	\$15.39	<b>\$15.70</b>
Step 3	\$14.56	<b>\$14.85</b>	\$15.62	<b>\$15.93</b>	\$15.72	<b>\$16.03</b>	\$15.83	<b>\$16.15</b>
Step 4	\$15.08	<b>\$15.38</b>	\$16.00	<b>\$16.32</b>	\$16.06	<b>\$16.38</b>	\$16.16	<b>\$16.48</b>
Step 5	\$15.21	<b>\$15.51</b>	\$16.14	<b>\$16.46</b>	\$16.24	<b>\$16.56</b>	\$16.31	<b>\$16.64</b>
Step 6	\$15.37	<b>\$15.68</b>	\$16.30	<b>\$16.63</b>	\$16.40	<b>\$16.73</b>	\$16.47	<b>\$16.80</b>
Step 7	\$15.55	<b>\$15.86</b>	\$16.44	<b>\$16.77</b>	\$16.53	<b>\$16.86</b>	\$16.65	<b>\$16.98</b>
Step 8	\$15.71	<b>\$16.02</b>	\$16.63	<b>\$16.96</b>	\$16.73	<b>\$17.06</b>	\$16.79	<b>\$17.13</b>
Step 9	\$15.91	<b>\$16.23</b>	\$16.78	<b>\$17.12</b>	\$16.90	<b>\$17.24</b>	\$16.99	<b>\$17.33</b>
Step 10	\$16.06	<b>\$16.38</b>	\$16.98	<b>\$17.32</b>	\$17.13	<b>\$17.47</b>	\$17.13	<b>\$17.47</b>
Step 11	\$16.27	<b>\$16.60</b>	\$17.16	<b>\$17.50</b>	\$17.24	<b>\$17.58</b>	\$17.36	<b>\$17.71</b>
Step 12	\$16.69	<b>\$17.02</b>	\$17.60	<b>\$17.95</b>	\$17.68	<b>\$18.03</b>	\$17.80	<b>\$18.16</b>
Step 13	\$16.69	<b>\$17.02</b>	\$17.60	<b>\$17.95</b>	\$17.68	<b>\$18.03</b>	\$17.80	<b>\$18.16</b>
Step 14	\$16.69	<b>\$17.02</b>	\$17.60	<b>\$17.95</b>	\$17.68	<b>\$18.03</b>	\$17.80	<b>\$18.16</b>
Step 15	\$16.69	<b>\$17.02</b>	\$17.60	<b>\$17.95</b>	\$17.68	<b>\$18.03</b>	\$17.80	<b>\$18.16</b>
Step 16	\$16.69	<b>\$17.02</b>	\$17.60	<b>\$17.95</b>	\$17.68	<b>\$18.03</b>	\$17.80	<b>\$18.16</b>
Step 17	\$16.69	<b>\$17.02</b>	\$17.60	<b>\$17.95</b>	\$17.68	<b>\$18.03</b>	\$17.80	<b>\$18.16</b>
Step 18	\$16.69	<b>\$17.02</b>	\$17.60	<b>\$17.95</b>	\$17.68	<b>\$18.03</b>	\$17.80	<b>\$18.16</b>
Step 19	\$16.69	<b>\$17.02</b>	\$17.60	<b>\$17.95</b>	\$17.68	<b>\$18.03</b>	\$17.80	<b>\$18.16</b>
Step 20	\$16.69	<b>\$17.02</b>	\$17.60	<b>\$17.95</b>	\$17.68	<b>\$18.03</b>	\$17.80	<b>\$18.16</b>
Step 21	\$16.86	<b>\$17.20</b>	\$17.77	<b>\$18.13</b>	\$17.85	<b>\$18.21</b>	\$17.99	<b>\$18.35</b>
Step 22	\$16.86	<b>\$17.20</b>	\$17.77	<b>\$18.13</b>	\$17.85	<b>\$18.21</b>	\$17.99	<b>\$18.35</b>
Step 23	\$16.86	<b>\$17.20</b>	\$17.77	<b>\$18.13</b>	\$17.85	<b>\$18.21</b>	\$17.99	<b>\$18.35</b>
Step 24	\$16.86	<b>\$17.20</b>	\$17.77	<b>\$18.13</b>	\$17.85	<b>\$18.21</b>	\$17.99	<b>\$18.35</b>
Step 25	\$16.86	<b>\$17.20</b>	\$17.77	<b>\$18.13</b>	\$17.85	<b>\$18.21</b>	\$17.99	<b>\$18.35</b>
Step 26	\$16.86	<b>\$17.20</b>	\$17.77	<b>\$18.13</b>	\$17.85	<b>\$18.21</b>	\$17.99	<b>\$18.35</b>
Step 27	\$16.86	<b>\$17.20</b>	\$17.77	<b>\$18.13</b>	\$17.85	<b>\$18.21</b>	\$17.99	<b>\$18.35</b>
Step 28	\$16.86	<b>\$17.20</b>	\$17.77	<b>\$18.13</b>	\$17.85	<b>\$18.21</b>	\$17.99	<b>\$18.35</b>
Step 29	\$16.86	<b>\$17.20</b>	\$17.77	<b>\$18.13</b>	\$17.85	<b>\$18.21</b>	\$17.99	<b>\$18.35</b>
Step 30	\$16.86	<b>\$17.20</b>	\$17.77	<b>\$18.13</b>	\$17.85	<b>\$18.21</b>	\$17.99	<b>\$18.35</b>