

Agreement Between

CUSTODIAL ASSOCIATION OF
FREEPORT SCHOOL DISTRICT #145

and

BOARD OF EDUCATION
FREEPORT SCHOOL DISTRICT #145

For The School Years of:

2022-2023

2023-2024

2024-2025

TABLE OF CONTENTS

Article I.	Recognition and Unit of Representation	1
Article II.	Seniority	1
Article III.	Association Rights	1
Article IV.	Reduction-in-Force and Recall	2
Article V.	Working Conditions	3
	A. Basic Working Hours	3
	B. Overtime Pay	4
	C. Work Schedules and Assignments	5
	D. Head Custodians	5
	E. Pay Schedule	5
	F. Vacancies	6
	G. Posting of Vacancies and Summer Notifications	6
	H. Proof of Training	6
	I. Uniforms	7
	J. Personal Use of Vehicle	7
	K. Night Shift Premium	7
	L. Job Descriptions	7
	M. Probationary Period	7
	N. Immunizations	8
Article VI.	Sick Leave	8
Article VII.	Holidays	8
Article VIII.	Vacations	9
Article IX.	Insurance	10
Article X.	Flexible Benefit Plan	10
Article XI.	Personal Days	11
Article XII.	Discipline	12

Article XIII.	Dues Deduction	13
Article XIV.	Notification of Meetings	13
Article XV.	Administrative - Custodial Advisory Council	13
Article XVI.	Grievance Procedures	14
	A. Definitions	14
	B. Informal Procedure	14
	C. General Provisions	15
Article XVII.	Matters Subject to Negotiation	16
Article XIII.	Savings Clause	16
Article XIX.	Salary Schedules	16
Article XX.	Severance Pay	17
Article XXI.	No Strike Clause	17
Article XXII.	Understanding	17
Article XXIII.	Reopener	17
Article XXIV	Duration and Renewal	18
2022-2023	Salary Schedule/Differentials	19
2023-2024	Salary Schedule/Differentials	20
2024-2025	Salary Schedule/Differentials	21

This agreement is entered into this 21st day of June, 2022, by and between the Freeport Board of Education hereinafter referred to as the Employer and the Freeport Custodial Association affiliated with the Illinois Education Association and National Education Association hereinafter referred to as the Association. This agreement shall remain in effect through June 30, 2025.

Whereas it is in the mutual interest of both parties that the Custodial Departments be conducted under methods that will promote efficiency, safety, cleanliness, and proper care of equipment, and in a manner that will facilitate an equitable adjustment of any differences which arise, the parties hereto have reached this agreement.

ARTICLE I. RECOGNITION AND UNIT OF REPRESENTATION

The Association is recognized by the Employer as the exclusive collective bargaining agent for all regular full-time and regular part-time custodial employees of the Employer except supervisors, managerial employees, confidential employees, and short-term employees as such excluded employees as defined in Section 2 of the Illinois Educational Labor Relations Act, and employees in positions which will exist for a period of less than six (6) months engaged in the duties of operating and maintaining the buildings, grounds and mechanical equipment under the jurisdiction of the Employer.

ARTICLE II. SENIORITY

Seniority shall be defined as the length of continuing service in the School District in a bargaining unit position; provided, however, that a) regular part-time service in a bargaining unit position shall be computed on a pro rata basis, b) administratively approved leaves of absence of thirty (30) working days or less shall be counted in determining seniority, and c) employees on Board approved leaves of absence will not accrue additional seniority until the employee returns from leave. If two or more employees have the same total years of continuous service to the District, seniority shall be determined by application of the following factors:

- (1) respective dates of hire;
- (2) total service to the District, regardless of whether or not such service is continuous; and
- (3) lot.

Part-time employees will be allowed to maintain all accumulated seniority, but shall accrue additional seniority on a pro rata basis effective September 20, 1990. The District's seniority list will be composed of part-time and full-time employees.

ARTICLE III ASSOCIATION RIGHTS

- A. Association representatives shall have the right to reasonable use of school buildings to conduct local Association meetings, provided a notice of twenty-four (24) hours is given the building principal. When custodial services are required, the Board may make a reasonable charge for the service. Use of the school buildings shall not interfere with or interrupt normal school operation or other use previously committed to by the Board of Education.

- B. Association representatives shall have the right to transact official Association business on school premises during non-work hours, provided such business does not interfere with or interrupt normal school operation or other use previously committed to by the Board of Education and a notice of twenty-four (24) hours is given the building principal, and provided such representative(s) make their presence known to the principal or designee upon arrival to the building.
- C. Within thirty (30) days following final Board action, names of newly hired Custodial staff members shall be provided in writing to the Association President.
- D. The District will provide the Association President a revised and up-to-date seniority list no later than February 1 and August 1 of each year.
- E. The Association may take up to ten (10) Association Days to send representatives to state and national Association conferences or activities without loss of pay per year. The President shall give the District two (2) week notice of the conference or activity and the name(s) of those representatives who will be attending. The Association will reimburse the District an amount equal to the hourly rate of the substitute cost plus related benefit costs per bargaining unit member who attends the conference or activity if a substitute is required.

ARTICLE IV. REDUCTION-IN-FORCE AND RECALL

If the Board of Education decides to decrease the number of custodial employees employed or to discontinue some particular type of custodial services, the Board shall first dismiss the employee with the least seniority in the job title subject to reduction-in-force within the job classification. An employee subject to reduction-in-force may bump the least senior employee in the same or a lower job classification provided the employee is 1) qualified to perform all the duties of the position held by the least senior employee, and 2) has more seniority than the least senior employee in the lower job classification. For purposes of this Article IV provided, however, that any such reduction which impacts on employee working conditions will be subject to negotiations. Employees who are dismissed shall receive a written notice of honorable dismissal by either certified mail, return receipt requested, or personal delivery with receipt at least sixty (60) days before the employee(s) is dismissed or removed in accordance with section 10-23.5 of *The School Code*.

If a vacancy occurs for the following school term or within one calendar year from the beginning of the school term following the reduction-in-force, the Board shall offer the vacant position to the employee on the recall list with the most seniority that was dismissed from the same job classification or is qualified to hold the position. To be qualified for a position, an employee must meet all of the requirements for the position. Any recalled employee shall retain his previously accumulated seniority, but shall not accrue additional seniority for the period after the honorable dismissal and prior to reemployment.

To be eligible for recall, an honorably dismissed employee must provide to the Board, in writing,

prior to the last day of employment, the address where the employee may be reached. The employee must also notify the Board, in writing, within ten (10) work days of the Board's mailing of the notice of vacancy, or within five (5) work days of the employee's receipt of the notice, whichever shall first occur, of the acceptance of any vacant position offered to the employee during the recall period. The employee's failure to notify the Board of acceptance of employment shall constitute rejection of the offer of employment. Any employee who rejects an offer of an available full-time position within the same job classification for which he is qualified shall be deemed to have waived his recall rights.

ARTICLE V. WORKING CONDITIONS

A. Basic Working Hours

1. The regular working hours shall be eight (8) hours per day, Monday (12:01 a.m.) through Friday (11:59 p.m.), totaling forty (40) hours per week. Each employee shall receive one (1) duty-free lunch or dinner break of at least thirty (30) minutes. Summer work hours may vary from the eight (8) hours per day when approved by the Superintendent. Any permanent change in the regular work schedule of an employee will be communicated in writing to the effected employee and Association President not less than five (5) scheduled working days prior to the intended start date.

Summer work schedules shall be in writing to all employees and posted at all work sites. Any change to the summer schedule, after the initial posting, shall be communicated in writing to the affected employees as soon as the schedule change is known, but not less than two (2) days before the schedule change is to take effect. The two (2) day notice period may be waived by the affected employee(s) if no scheduling conflict exists. The summer work schedule shall begin on the first Monday after the last student attendance day and continue until the Friday of the last full week before school starts.

2. Each employee shall be entitled to one fifteen (15) minute duty free break for each four (4) hours of scheduled work to be taken at the work site. Full time employees may choose to take their break time at one time during the morning or choose to take their break time at one time during the morning or afternoon, provided such break time arrangement has been approved by the Director of Facilities and Grounds.

During such break time the employees shall be free from any meeting or work responsibilities. In the event the employee is required to work during his/her break time, the employee shall be given an opportunity to take his/her break at another time or leave work early. Any such alternative leave scheduling shall require the approval of the Director of Facilities and Grounds, or his designee. If a work-related emergency prevents the employee from taking his/her break at another time or leaving work early on the day a break or breaks are missed, the employee may submit the amount of missed break time for that day for payment at one and one-half times the employee's regular rate of pay.

B. Overtime Pay

1. It shall be the sole responsibility of the Director of Facilities and Grounds or his/her designee to determine the need for overtime. In the event the Director of Facilities and Grounds uses a designee for the purpose of determining and/or assigning overtime that designee will be made known to the bargaining unit members prior to the first day of the fiscal year. This designee shall assume the responsibility for determining and/or assigning overtime until the Director of Facilities and Grounds notifies the bargaining unit members of such change.

Employees working assigned approved time in excess of 40 hours per week shall be given either overtime pay or compensatory time at the rate of one and one-half times the employee's regular rate of pay. The employee shall make an annual election to take overtime pay or compensatory time off. Paid holiday, paid sick leave, personal business days, or vacation days shall be included as regular time for purposes of computing overtime.

2. In the event overtime is required, the Director of Facilities and Grounds, or his/her designee shall solicit volunteers to fill the overtime positions. This includes a situation where a substitute custodian is not available to cover a work shift. If no substitute custodian is available to provide coverage, non-compulsory overtime or compensatory time will be offered to one or more custodians in order to cover a six (6) hour overtime shift. In the event no volunteers are available or the Director of Facilities and Grounds determines that available volunteers are unqualified to perform the required work, due to lack of training, sufficient studies, or the work is beyond the employees training and/or studies, overtime may be assigned. Overtime assignments will be made on a rotational basis at each work site to employees who normally do the work assigned. Reasonable advance notice will be given to employees assigned overtime.

Employees working assigned approved time on a Sunday or holiday shall be given either overtime pay or compensatory time at the rate of two times the employee's regular rate of pay. The employee shall make an annual election to take either overtime pay or compensatory time off.

3. Only 40 hours of compensatory time can be earned in a contract year (July 1-June 30). Use of compensatory time must be approved by the employee's immediate supervisor. Compensatory time earned must be used during the contract year in which it is earned or cashed in for pay at the pay rate in effect for the employee at the time the employee receives such payment. Compensatory time earned during the last pay period of the contract year may be used during the first thirty days of the next contract year or cashed in for pay as provided herein. After earning forty (40) hours of compensatory time in a contract year, all other overtime hours earned in that contract year will be compensated by payment of such hours at one and one-half times the employee's regular hourly rate.

All overtime hours worked must be submitted on a time sheet to the Director of Facilities and Grounds in accordance with business office procedures for processing payroll.

Requests for use of compensatory time shall be submitted in writing to the Director of Facilities and Grounds in accordance with business office procedure for processing payroll.

4. When an employee is called back beyond the regular working hours, by the Director of Facilities and Grounds, or his designee, to perform necessary Custodial duties as assigned in Section B above, the employee shall receive a minimum of two (2) hours pay.

C. Work Schedules and Assignments

The Director of Facilities and Grounds shall be responsible for recommending the hiring of, and for evaluating and assigning employees to worksites throughout the district. All employees' job assignments and work schedules shall be established by the Assistant Superintendent for Business or his designee. If there is a conflict between the Director of Facilities and Grounds and the building principal, the Assistant Superintendent for Business and Finance shall have the ultimate authority over the work done by the employees. Emergencies such as snow removal may require adjustments to the normal work schedule and shall not be used to substitute the employee's regular work schedule, unless that employee has worked more than sixteen (16) consecutive hours without relief, or if, after consultation with the employee, the Director of Facilities and Grounds or designee determines that continued work is considered to be unsafe due to fatigue.

Only those performance responsibilities indicated in the job descriptions of members of the bargaining unit will be required of the members of the bargaining unit.

In the event that the day custodian of an elementary school calls in sick on short notice, it is the expectation that the night custodian shall come in to cover that absence during the morning shift. Reasonable accommodations to allow for up to a two hour delay in the night custodian starting the morning shift will be made. In the event that the day custodian has pre-approved time off, arrangements shall be made to offer the option of the night custodian covering the day shift or working their regular shift.

D. Head Custodians

Head custodians are responsible for maintaining their buildings in a neat and orderly condition. The Head Custodian will be kept informed of any facility work being performed in the building they are the Head Custodian of. In order to insure good communications among building staff, all internal and external maintenance work performed shall be reported to the building Head Custodian or his/her designee. Communications will include the nature of the maintenance issue and what was done to fix it. This communication can be verbal or expressed through electronic work order.

E. Pay Schedule

Effective July 1, 2010, all employees will be enrolled in direct deposit. It is further agreed

that notice to any employee affected by an overpayment through electronic means, will be given prior to recoupment of said overpayment.

The employee's Direct Deposit shall be processed on a bi-weekly basis beginning with the first pay period in July, annually.

F. Vacancies

Vacancies occurring, anticipated or newly created in the Custodial Association bargaining unit shall be made known to the President of the Association prior to official posting of the vacancy, promotion or transfer opportunity. A current bargaining unit employee interested in filling the vacancy may make a written application to the Director of Facilities and Grounds. All present employees will be given first consideration for appointment with concurrence of the Assistant Superintendent for Business or designee. All current employees submitting an application to fill the vacant position will be given an interview.

Seniority, qualifications, and ability will be evaluated when filling vacancies per the applicant's score on an interview scoring rubric designated by the Human Resources Department. If more than one present bargaining unit employee has applied for the same vacancy, the applicant most qualified (based upon relevant training, qualifications, merit and ability, including performance evaluations, and related experience both in and outside the bargaining unit) for that vacancy shall be appointed. When the qualifications as listed above are substantially equal, seniority in the district shall be strongly considered.

In the event of internal bargaining unit member interest in positions that amount to a transfer to a new assignment within the bargaining unit, prior to the actual posting of the position, the vacancy posting period may be reduced from ten (10) to five (5) days upon the mutual agreement of the Director of Facilities and Grounds and the Association President.

G. Posting of Vacancies and Summer Notifications

1. All Custodial vacancies effecting members of the bargaining unit will be posted online on the District's web site.
2. A copy of the vacancy posting will be sent by e-mail to any Custodial employees who are on a recall status at the time it is posted in the district buildings.

H. Proof of Training

1. Evidence of successful completion of job related studies or training shall be provided by the employee prior to commencement of any duties requiring such training or studies.
2. The Administrative - Custodial Advisory Council shall study and make

recommendations relating to employee training and development. Among the issues to be studied by the Council are assessments of employee skill levels, an assessment of the District's training needs, and a determination of the training opportunities to be offered to employees. Council recommendations will be presented to the Association and the Board of Education for consideration.

I. Uniforms

The Board shall provide, without cost to the employee, the equivalent of one (1) clean uniform per work-day. The uniform will include eleven (11) uniform shirts, short or long sleeved, sweatshirts, or polo shirts. Uniform shirts will be replaced every two years. Employees shall receive three hundred dollars (\$300) to purchase uniform pants every two (2) years. The \$300 payment will be divided into annual payments of \$150. The Administrative - Custodial Advisory Council shall recommend to the Board the style and color of the uniform, which shall include the name of the District. Employees shall be required to wear the uniforms provided while performing assigned district duties and may wear the uniforms during a one (1) hour period of time before and after their daily work responsibilities.

Each employee will be given the option to wash and dry their uniform in the District's washing machines and dryer using district provided detergent and fabric softener, while they are working.

J. Personal Use of Vehicle

No employee shall be required to use his/her personal vehicle to transport other district personnel, materials, or equipment.

In the event that the work assignment includes multiple locations or changes during the work day, employees will be reimbursed for mileage to the new work site in accordance with IRS regulation.

K. Night Shift Premium.

Employees who are assigned a position designated as night shift for a regular workday will be given a night shift differential for the duration of their assignment. Night shift premium shall be applicable to any full time employee who begins their assigned shift after 2:00 p.m.

L. Job Descriptions

It shall be the responsibility of the District, with input from the Association, to establish and maintain job descriptions for each custodial position in the District. Work on such job descriptions will begin as soon as possible and be completed within one year.

M. Probationary Period

New employees shall serve a probationary period of one hundred twenty (120) workdays, during which time the employee may be dismissed for any reason and without recourse.

N. Immunizations

The District will pay the cost associated with annual TB testing and the cost of immunization against Hepatitis B if an employee chooses to receive these immunizations. The written results of the test will be given to the employee within ten (10) work days of receipt of the results from the test provider.

ARTICLE VI. SICK LEAVE

Twelve-month, regular full-time and regular part-time employees shall be allowed twelve (12) days of sick leave per year. Unused sick leave will accumulate. Sick leave accumulation shall be to a maximum of 300 days. Sick leave earned because of unused personal days shall be added to the accumulation in the following year.

Sick leave will be charged to each employee on the basis of one (1) sick day per one day off for illness per the provisions below. A school year day off or a summer schedule day off will be treated equally.

Sick leave shall be interpreted to mean personal illness, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption. An employee who uses more than three (3) consecutive sick leave days will be required to furnish a physician's certificate of health prior to returning to work.

The immediate family for purposes of this section shall include: husband, wife, partner in a civil union as defined by the Illinois Religious Freedom Protection and Civil Union Act, Public Act 96-1513, parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians, as per school code. For purposes of accessing this leave, the term "immediate family" shall include close personal friends or members of the extended family.

The use of sick leave shall be reported to the District substitute notification system (AESOP or whichever other District substitute system the District uses). The District substitute system will notify the Head Custodian of the building where the custodian that called off sick is assigned.

ARTICLE VII. HOLIDAYS

- A. Paid holidays are set aside on the calendar on which full-time and regular part-time employees are not required to work, but for which they receive work credit and are paid at their regular rate of pay.
- B. Regular full-time and regular part-time employees who have been employed by the Board for at least two (2) months shall be granted the following holidays with pay.

The following paid holidays will be observed during the term of this Agreement unless a waiver, approved by the Illinois State Board of Education, is in place: Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, (and the Friday thereafter), Christmas Day, New Year's Day, M.L. King Jr.'s Birthday, President's Day, Casimir Pulaski Day, Spring Holiday, Memorial Day, Juneteenth, and two floating holidays annually designated by the Human Resources Office.

- C. In order to be paid for a holiday, an employee must work both the scheduled workday immediately before and after said holiday, unless the employee has received approval to use said workday as a vacation or personal day. In the event an employee is sick on the day prior to or immediately after a holiday, the District shall require a doctor's excuse in order to determine whether holiday pay will be granted.
- D. In the event the official celebration of a holiday provided in this contract falls on a non-work day, the holiday shall be celebrated, if at all, on the date established by the Board of Education. In the event the Board does not schedule the celebration of any such holiday falling on a non-work day, the employee will be entitled to a floating holiday, which must have the approval of the Director of Facilities and Grounds prior to the end of the school year.

The following criteria will be used in establishing a holiday calendar:

- 1. In addition to the paid holidays listed, regular full-time and regular part-time employees shall be granted an additional one day holiday to be used on both the day before Christmas and the day before New Year's Day. Such holiday shall be in accordance with the provisions set forth in Article VII.D.2.
- 2. If any of the legal holidays fall on Saturday or Sunday, the preceding Friday or the next following Monday shall be observed as such holiday unless school is in session.

ARTICLE VIII. VACATIONS

Regular full-time and regular part-time employees who have completed one full year or more of service prior to or as of July 1 shall be entitled to ten (10) days of vacation with full pay. Following six (6) or more years of service such employees shall be granted fifteen (15) days of vacation annually instead of ten (10). Following twelve (12) or more years of service such employees shall be granted twenty (20) days of vacation annually instead of fifteen (15). Following fifteen years of service the employee will receive one (1) additional day of vacation for each of the subsequent years until he/she has completed twenty years of service and has received a maximum of twenty five (25) days of vacation. Upon completion of each contract year those who have not served the full twelve months will be granted vacation on the basis of one (1) day for each full month of service up to a maximum of nine (9) vacation days. When a scheduled holiday intervenes during the employee's vacation, the employee will not be charged a vacation day on the holiday day.

Vacation will be charged to each employee on the basis of one (1) vacation day per one day off per the provisions below. A school year day off or a summer schedule day off will be treated

equally. Vacation shall be pre-arranged, scheduled in ERMA, and approved by the Director of Facilities and Grounds no less than one (1) working day prior to the vacation day beginning. Response to the vacation day request will be within 12 hours.

Unused vacation days may be carried over into the next fiscal year provided they are scheduled by September 30th and used by December 31st of the same year.

ARTICLE IX. INSURANCE

The Board of Education shall make available hospital and major medical insurance coverage, individual or family coverage, at the member's request. The board shall contribute toward the cost of such coverage 95 percent of the premium cost of the individual "Gold Plan" or its equivalent. For those members electing family coverage, the Board shall contribute an amount equal to \$600 plus the amount contributed for single coverage toward the cost of the family "Gold Plan" or its equivalent.

The board shall contribute toward the cost of such coverage 100 percent of the premium cost of the individual "Silver Plan" or its equivalent. For those members electing family coverage, the Board shall contribute an amount equal to \$600 plus the amount contributed for single coverage toward the cost of the family "Silver Plan" or its equivalent.

- A. Regular part-time employees employed .45 time or more may participate in the group hospital and major medical benefit plan. The District shall contribute an amount equal to the regular part-time employee's full-time equivalency times the District's contribution for full-time employees.
- B. The Board of Education shall provide \$20,000 term life insurance policy for all regular full-time and regular part-time employees.
- C. The Board of Education shall provide \$75 during the life of this contract towards a physical examination for each employee in the bargaining unit. (Includes new employee required physical.)
- D. The Board shall provide dental and vision coverage, individual or family coverage, at the employee's request. The Board shall contribute toward the cost of such coverage the amount equal to 80% of the cost of this coverage.
- E. The Association will have one (1) representative on the District Insurance Committee. The purpose of the Insurance Committee is to provide input regarding employee insurance programs. The Committee shall meet at least quarterly.

ARTICLE X. FLEXIBLE BENEFIT PLAN

- A. The Board shall maintain a cafeteria plan and flexible spending account which meets the requirements of Section 125 of the Internal Revenue Code. If, at any time such Section 125

or related Regulations are amended, the parties shall promptly revise the plan to comply with the amendment.

- B. An employee may annually elect to participate by choosing to receive benefits not to exceed the maximum established in any plan year. The amount elected shall be deducted from the employee's compensation. Prior to the beginning day of the plan year, each employee shall, in writing, designate the dollar amount(s) elected for that year for each of the following benefits:
 - 1. Premiums for group medical, dental or other insurance, single or dependent coverage, to the extent such premiums are not paid by the Board.
 - 2. Reimbursement for the amount of the deductibles on the group insurance and for any other qualified unreimbursed medical care as defined in the Internal Revenue Code.
 - 3. Reimbursement for qualified dependent care expenses up to \$5,000 per plan year as defined and allowed in the Internal Revenue Code.
- C. The amounts designated may not be changed during the plan year except if there is a change in family status or other circumstance provided in the Regulations issued by the Internal Revenue Service. Any amounts designated for which valid reimbursement claims are not made on a timely basis will be forfeited and not carried over to a succeeding plan year, and such amount shall become the property of the plan.
- D. The dollar total of the designated benefits elected pursuant to the plan will be deducted in equal amounts from the employee's salary payments during the plan year.
- E. Claims for reimbursement may be submitted no more than once per month in minimum amounts of not less than \$50 (except for the final month in a plan year), unless an Agreement with a plan administrator provides otherwise. Claims for reimbursement must be for services received during the plan year.
- F. The Board does not guarantee or, in any way, warrant that the salary deductions are non-taxable, said determination to be made by each individual employee.

ARTICLE XI. PERSONAL DAYS

Each employee will be allotted two (2) personal days per year without loss of pay. Personnel covered by the conditions of this agreement who desire to use personal days must submit the request in ERMA to the Director of Facilities and Grounds no less than one (1) work day prior to the date of the desired leave, except in cases of emergency. Response to Personal Day requests will be within 12 hours. Personal Day use shall not be available for purposes of recreation, vacation, job interviews, illness in the family where sick leave is applicable, or during work stoppage. Such leave shall not be granted on an employment day immediately preceding or following a vacation period or holiday. In cases of emergency, personal day use may be granted without the one (1) work day notice referred to above or on an employment day immediately preceding or following a vacation period or holiday at the discretion of the Director of Facilities and Grounds. Personal Day use may be granted as emergency leave for persons unable to report to work because of inclement weather.

Employees have the option of rolling over unused personal days or transferring the days to the sick leave accumulation. An employee may elect to roll over any unused personal days to the next fiscal year up to a maximum of four (4) days per year. Personal Days unused or not rolled over into the next fiscal year by the end of a fiscal year will be added to the employee's sick leave accumulation in the following year.

In the event of an emergency, the use of personal days shall be reported to the sub clerk (Secretary to the Director of Facilities and Grounds) AND to the supervisor (Director of Facilities and Grounds) to be considered an excused absence. In the event direct conversation with the supervisor cannot be made, a voice mail message to the supervisor will be acceptable. Entry of the personal day request into ERMA shall be completed by the end of the first work day that the member returns to work.

ARTICLE XII. DISCIPLINE

The Board agrees with the tenets of progressive and corrective discipline, including but not limited to oral reprimand, written warning, written reprimand, suspension, and discharge. The Board agrees to administer discipline in a manner which is neither arbitrary nor capricious and further agrees that it shall bear the burden of demonstrating that disciplinary action is neither arbitrary nor capricious. However, nothing contained herein shall require the Board to exhaust any or all of the listed disciplinary techniques when a determination has been made of the need to discipline an employee.

- A. When an employee is required to attend a meeting with his or her supervisor, and the employee believes the meeting may result in disciplinary action to him or her, that employee may have an Association representative, of his or her choice, present at such meeting, provided such representation shall not unreasonably delay said meeting.
- B. In the event the Association representative is asked to attend a meeting with a bargaining unit member during the representative's regular work day, that representative shall be released from his/her District responsibilities without loss of pay.
- C. Whenever an employee is called to a meeting to be disciplined, the Board or its designee shall notify the employee of his/her right to have Association representative present prior to the administration of said discipline. It shall be the responsibility of the employee to be disciplined to secure his/her representative, provided this does not unreasonably delay the disciplinary meeting.
- D. Any and all official documents placed in an employee's personnel file as part of a disciplinary procedure will be provided to the employee and the employee's representative (if any), at the time discipline is administered or as soon thereafter as is reasonably possible. The employee shall sign the disciplinary document before it is placed in his/her file. The employee's signature does not mean that the employee agrees with the disciplinary notice. The employee shall have three (3) weeks to write a response to the notice, such response will be attached to the notice and placed in the file. In the event that the employee refuses to sign the document, then the administrator shall record

that on the disciplinary notice. If there is an Association Representative present, the Association Representative shall sign where the administrator recorded.

- E. Letters of reprimand will be removed from an employee's personnel file after two (2) years, upon the written request of the employee.

Any employee placed on administrative leave or terminated will be required to turn in to the Director of Facilities and Grounds all District property, to include keys, radio, uniforms, and ID card. Issuance of final pay check will include deduction of the actual cost of any item(s) not turned in.

ARTICLE XIII. DUES DEDUCTION

The Board shall provide for the deduction of local and IEA/NEA dues for each Association member requesting such deductions. Dues will be forwarded to the Association treasurer at the end of each month.

ARTICLE XIV. NOTIFICATION OF MEETINGS

The president of the Association or his/her designee shall be given notice of any regular and special meetings of the Board in the same time and manner as Board members together with a copy of the agenda or statement of purpose of such meeting. Board minutes shall be emailed to the president of the Association upon their approval by the Board.

ARTICLE XV. ADMINISTRATIVE - CUSTODIAL ADVISORY COUNCIL

An Administrative - Custodial Advisory Council shall be formed for the purpose of reviewing and discussing matters relative to the Custodial Association:

- A. Members of the Council shall be the Assistant Superintendent for Business & Finance, the Director of Facilities and Grounds, and such other administrator whose participation is required from time to time and four (4) Custodial Personnel to be determined by the Association.
- B. The Council shall meet monthly. The Assistant Superintendent for Business and Finance shall serve as Chairperson and a Custodian representative as recording secretary. Minutes of monthly meetings on the work of the Council shall be forwarded to the Superintendent.
- C. Although the Council is primarily advisory in nature, if required, study committees may be formed to evaluate, investigate, and make recommendations relative to matters of concern to the Custodial Association.
- D. The purpose of the Administrative-Custodial Advisory Council is to promote voluntary and productive exchanges of information between the Association and the Administration. It shall be understood that each party has the right to submit topics for discussion to the Advisory Council. In addition each party has the right to declare at any time that a topic is inappropriate for discussion and submit reason for the inappropriateness of such topic. The

parties agree that disputes over the application of this Article XVI are not subject to the Grievance Procedure.

ARTICLE XVI. GRIEVANCE PROCEDURE

A. Definitions

1. Any claim by the Association or an employee that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement shall be a grievance.
2. As used herein, the term “days” shall mean days on which the District Administration office is open.

B. Informal Procedure

The parties hereto acknowledge that it is most desirable for an employee and the employee’s immediately involved supervisor to resolve problems through free and normal communications. If however, the informal process fails to satisfy the employee or the Association, a grievance may be processed as follows:

1. Step One: The employee or the Association may present the grievance in writing to the immediately involved supervisor (Director of Facilities and Grounds or Building Principal), who will arrange for a meeting to take place within ten (10) days after the receipt of the grievance. Such grievance shall be submitted to the involved supervisor (Director of Facilities and Grounds or Building Principal) within fifteen (15) days of the occurrence of the grievance or within fifteen (15) days of when such occurrence should reasonably have become known.

Within ten (10) days of the meeting, the employee and the Association shall be provided with the supervisor’s written response.

2. Step Two: If the grievance is not resolved at Step One, then the Association may refer to the grievance in writing to the Superintendent or designee within ten (10) days after receipt of the Step One answer.

The Superintendent or designee shall arrange for a meeting to take place within ten (10) days of receipt of the appeal.

Within ten (10) days of the meeting, the Association shall be provided with the written response of the Superintendent or designee.

3. Step Three: If the grievance is not resolved at Step Two, then the Association may refer the grievance in writing to the Board of Education through the Superintendent within ten (10) days after receipt of the Step Two answer. The Board of Education through the Superintendent shall arrange for a meeting to take place within ten (10) days of receipt of the appeal.

Within ten (10) days of the meeting, the Association shall be provided with the written response of the Board of Education through the Superintendent.

4. Step Four: If the Association is not satisfied with the disposition of the grievance at Step Three or the time limits expire without the issuance of the Step Three written reply, the Association may submit the grievance to binding arbitration. The American Arbitration Association shall act as the administrator of the proceedings. If a written demand for arbitration is not filed within thirty (30) days of the date for the Step Three answer, then the grievance shall be deemed withdrawn. Each party shall have the right to present in the arbitration hearing such witnesses and documents as deemed necessary to develop facts pertinent to the grievance.

The arbitrator shall consider and decide only the specific issues submitted to him/her in writing and shall be used solely upon his/her interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented.

In the event a grievance reaches the level of Step 4, all of the costs associated with arbitration, including arbitrator fees and expenses shall be shared equally by both parties. If only one party requests a transcript, that party shall bear the cost of the transcript. If both parties request a transcript, the cost shall be shared equally.

C. General Provisions

1. If either party requests a transcript of the proceedings, that party shall bear the full costs for that transcript. If both parties order a transcript, the cost of the transcript shall be divided equally between the Board and the Association.
2. The grievant is allowed representation of his choosing at any step of the process.
3. If an employee is required by the Board to be involved in the processing of a grievance during school hours, he/she shall be excused for such purposes without loss of pay.
4. The time limits specified in this procedure may be extended in any specific instance by mutual agreement in writing.
5. A grievance may be withdrawn at any level without establishing precedent and if withdrawn shall be treated as though never having been filed.
6. The failure of the employee or Association to act within the time limits set forth shall preclude further appeal of the grievance. Upon failure of the Board to meet the time limits prescribed in this Article, the grievance shall be advanced to the next highest level.
7. If the Association and Superintendent agree, Step One of the grievance procedure may be bypassed and the grievance brought directly to Step Two.
8. No reprisals will be taken for the processing or participation in any grievance.

ARTICLE XVII. MATTERS SUBJECT TO NEGOTIATION

The employer and the Association agree to negotiate in good faith the following items:

1. Salaries
2. Economic Fringe Benefits
3. Grievance Procedures
4. Working Conditions

If negotiations are requested by either party on matters specified above, such negotiations shall begin annually, no later than May 1 with meetings to be held as necessary at times and places to be agreed upon between the parties.

When agreement is reached on all matters being negotiated, it shall then be made in writing for ratification to the Association. Upon Association ratification, it shall be presented to the Board of Education for approval. When approved by both parties, it shall be signed by the Board President and Secretary, and forwarded to the Association President. The Association shall designate and secure the signatures of those bargaining unit members whose signature are required before the agreement shall be effective. When all required signatures have been placed on the Agreement, it shall be printed and distributed to the Association President for distribution to bargaining unit members within two weeks of receipt in the office of the Assistant Superintendent for Business & Finance of the signed signature page from the Association President. New employees will be provided a copy of the agreement during new employee orientation.

ARTICLE XVIII. SAVINGS CLAUSE

Should any Article, Section or portion thereof of this Agreement be held unlawful and unenforceable by any court, such decision of the court shall apply only to the specific Article, Section, or portion thereof directly specified in the decision. Upon the issuance of such a decision the parties agree immediately to negotiate a substitute, if possible, for the invalidated Article, Section, or portion thereof.

ARTICLE XIX. SALARY SCHEDULES

Placement on the salary schedule will be determined by advancing (by one step) all employees who have at least four months of job experience by August 1st.

Employees hired into Custodian Association positions after the date of this Agreement is fully approved by the parties, may receive at the time of hiring one year of credit on the salary schedule for every two years of prior relevant and verifiable experience or education as determined by the Assistant Superintendent for Business and Finance, up to a maximum credit of five years. Such credit will be for salary schedule placement only, and not for seniority. It shall be the obligation of the employee to provide satisfactory evidence of such experience. In order to be relevant, the experience must relate to the duties of the position, as determined by the Assistant Superintendent for Business and Finance.

Employees at Step E of the salary schedule during the 2022-23, 2023-24, and 2024-25 fiscal years will be paid a \$500 stipend each of the three years of this agreement, divided equally between each paycheck.

ARTICLE XX. SEVERANCE PAY

A payment of \$40 per day will be made for all days of sick leave not used by the time of retirement up to 300 days. To receive the payment, an employee must retire under the provisions of the Illinois Municipal Retirement Fund. The payment will be made within thirty (30) days following the last official day of employment with the District.

In the event of the death of an employee in active service, the payment shall be made to the individual designated as the beneficiary for the purposes of IMRF.

ARTICLE XXI. NO STRIKE CLAUSE

The Association and each employee covered by this Agreement agree to not instigate, call, sponsor, aide or engage in any strike, walk-out, work stoppage, or slow-down against the school district during the term of this Agreement.

ARTICLE XXII. UNDERSTANDING

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written amendment.

ARTICLE XXIII. REOPENER

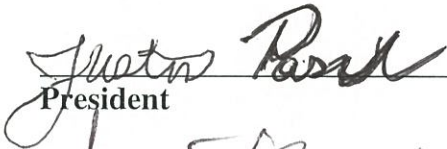
If during the period of the first two years of this agreement another District bargaining unit negotiates a pay increase that exceeds the 5% annual pay increase negotiated in this agreement, the parties agree to reopen this agreement for the purpose of negotiating increasing the Custodian Association's increase to match the other bargaining unit's increase. Exceptions to this provision include any bargaining agreements in effect at the time of ratification and board approval of this agreement, and any raises in excess of 5% that are due to meeting statutory requirements.

ARTICLE XXIV. DURATION AND RENEWAL


This Agreement shall be effective from July 1, 2022, through June 30, 2025, and from year to year thereafter unless revised or amended. Either party desiring to amend or alter this Agreement shall so advise the other by May 1st of the last year of the Agreement with the first meeting no later than 30 days after notification.

IN WITNESS THEREOF:

For the Freeport Custodial Association of Freeport School District No. 145:





President

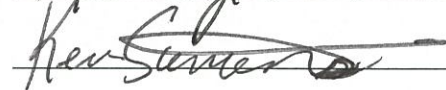


Secretary

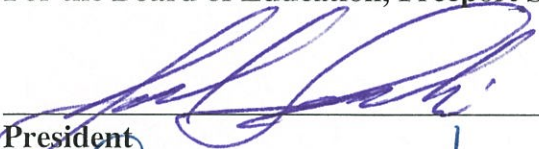
Negotiators:

1. 

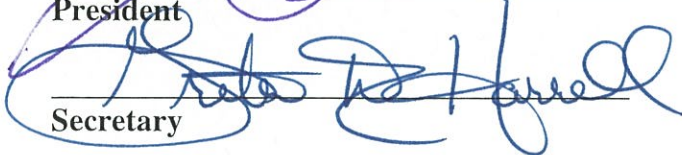
2. 

3. 

For the Board of Education, Freeport School District No. 145:



President



Secretary

Salary Schedule—2022-2023

SCHEDULE								
5.00%	2,080							
		A	B	C	D	E		
1	Day Custodian			Job #1				
	Per Hour	18.27	18.86	19.47	20.11	20.76		
	Per Year	37,995.15	39,229.99	40,504.97	41,821.38	43,180.57		
2	Night and Floater Custodian			Job #1 + \$0.24 (\$500/2080 Hrs)	0.24			
	Per Hour	18.51	19.10	19.71	20.35	21.00		
	Per Year	38,494.35	39,729.19	41,004.17	42,320.58	43,679.77		
3	Head Custodian 1-2			Job #1 + \$0.58 (\$1200/2080 Hrs)	0.58			
	Per Hour	18.85	19.44	20.05	20.69	21.34		
	Per Year	39,201.55	40,436.39	41,711.37	43,027.78	44,386.97		
4	Head Custodian 3-4			Job #1 + \$0.72 (\$1500/2080 Hrs)	0.72			
	Per Hour	18.99	19.58	20.19	20.83	21.48		
	Per Year	39,492.75	40,727.59	42,002.57	43,318.98	44,678.17		
5	Head Custodian 5-6			Job #1 + \$0.86 (\$1800/2080 Hrs)	0.87			
	Per Hour	19.14	19.73	20.34	20.98	21.63		
	Per Year	39,804.75	41,039.59	42,314.57	43,630.98	44,990.17		
6	Head Custodian 7+			Job #1 + \$1.15 (\$2400/2080 Hrs)	1.15			
	Per Hour	19.42	20.01	20.62	21.26	21.91		
	Per Year	40,387.15	41,621.99	42,896.97	44,213.38	45,572.57		
Longevity:		\$450 after 7 years of service						
		\$600 after 12 years of service						
		\$750 after 15 years of service						
		\$1,000 after 20 years of service						
		\$1,200 after 25 years of service						

Salary Schedule—2023-2024

SCHEDULE									
5.00%	2,080								
		A		B		C		D	E
1	Day Custodian				Job #1				
	Per Hour	19.18		19.80		20.45		21.11	21.80
	Per Year	39,894.91		41,191.49		42,530.22		43,912.45	45,339.60
2	Night and Floater Custodian				Job #1 + \$0.24 (\$500/2080 Hrs)			0.24	
	Per Hour	19.42		20.04		20.69		21.35	22.04
	Per Year	40,394.11		41,690.69		43,029.42		44,411.65	45,838.80
3	Head Custodian 1-2				Job #1 + \$0.58 (\$1200/2080 Hrs)			0.58	
	Per Hour	19.76		20.38		21.03		21.69	22.38
	Per Year	41,101.31		42,397.89		43,736.62		45,118.85	46,546.00
4	Head Custodian 3-4				Job #1 + \$0.72 (\$1500/2080 Hrs)			0.72	
	Per Hour	19.90		20.52		21.17		21.83	22.52
	Per Year	41,392.51		42,689.09		44,027.82		45,410.05	46,837.20
5	Head Custodian 5-6				Job #1 + \$0.86 (\$1800/2080 Hrs)			0.87	
	Per Hour	20.05		20.67		21.32		21.98	22.67
	Per Year	41,704.51		43,001.09		44,339.82		45,722.05	47,149.20
6	Head Custodian 7+				Job #1 + \$1.15 (\$2400/2080 Hrs)			1.15	
	Per Hour	20.33		20.95		21.60		22.26	22.95
	Per Year	42,286.91		43,583.49		44,922.22		46,304.45	47,731.60
Longevity:		\$450 after 7 years of service							
		\$600 after 12 years of service							
		\$750 after 15 years of service							
		\$1,000 after 20 years of service							
		\$1,200 after 25 years of service							

Salary Schedule—2024-2025

SCHEDULE								
5.00%	2,080							
		A	B	C	D	E		
1	Day Custodian			Job #1				
	Per Hour	20.14	20.79	21.47	22.17	22.89		
	Per Year	41,889.65	43,251.07	44,656.73	46,108.07	47,606.58		
2	Night and Floater Custodian			Job #1 + \$0.24 (\$500/2080 Hrs)		0.24		
	Per Hour	20.38	21.03	21.71	22.41	23.13		
	Per Year	42,388.85	43,750.27	45,155.93	46,607.27	48,105.78		
3	Head Custodian 1-2			Job #1 + \$0.58 (\$1200/2080 Hrs)		0.58		
	Per Hour	20.72	21.37	22.05	22.75	23.47		
	Per Year	43,096.05	44,457.47	45,863.13	47,314.47	48,812.98		
4	Head Custodian 3-4			Job #1 + \$0.72 (\$1500/2080 Hrs)		0.72		
	Per Hour	20.86	21.51	22.19	22.89	23.61		
	Per Year	43,387.25	44,748.67	46,154.33	47,605.67	49,104.18		
5	Head Custodian 5-6			Job #1 + \$0.86 (\$1800/2080 Hrs)		0.87		
	Per Hour	21.01	21.66	22.34	23.04	23.76		
	Per Year	43,699.25	45,060.67	46,466.33	47,917.67	49,416.18		
6	Head Custodian 7+			Job #1 + \$1.15 (\$2400/2080 Hrs)		1.15		
	Per Hour	21.29	21.94	22.62	23.32	24.04		
	Per Year	44,281.65	45,643.07	47,048.73	48,500.07	49,998.58		
Longevity:	\$450 after 7 years of service							
	\$600 after 12 years of service							
	\$750 after 15 years of service							
	\$1,000 after 20 years of service							
	\$1,200 after 25 years of service							