

Agreement Between

TEAMSTERS LOCAL 325  
MAINTENANCE UNION OF  
FREEPORT SCHOOL DISTRICT #145

and

BOARD OF EDUCATION  
FREEPORT SCHOOL DISTRICT #145

For The School Years of:

2021-2022

2022-2023

2023-2024

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This agreement is entered into this 21st Day of September, 2021, by and between the Freeport Board of Education hereinafter referred to as the Employer and the Freeport Maintenance Union affiliated with the Teamsters Local Union No. 325, hereinafter referred to as the Union. This agreement shall remain in effect through June 30, 2024.

Whereas it is in the mutual interest of both parties that the Maintenance Department and the Bus Mechanic's Garage be conducted under methods that will promote efficiency, safety, 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 REPRESENTATION**

The Union is recognized by the Employer as the exclusive collective bargaining agent for all regular full-time and regular part-time maintenance employees, including maintenance supervisor, bus mechanics, plumbers, pipe fitters (HVAC), electricians, carpenters, locksmiths, painters, grounds keepers, and general maintenance employees, excluding all other employees employed by the Employer, as defined by the Illinois Educational Labor Relations Act.

### **ARTICLE II. SENIORITY**

Seniority shall be defined as the length of continuing service in the School District; provided, however, that a) regular part-time service shall be computed on a pro rata basis, b) administratively approved leaves of absence of ten (10) 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 UNION RIGHTS**

- A. Union 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. Union representatives shall have the right to transact official Union 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 Maintenance staff members shall be provided in writing to the Union Steward.
- D. The District will provide the Union Steward a revised and up-to-date seniority list no later than February 1 and August 1 of each year.
- E. The Union may take up to ten (10) Union Days to send representatives to state and national Union conferences or activities without loss of pay per year. The Steward shall give the District two (2) weeks' notice of the conference or activity and the name(s) of those representatives who will be attending. The Union 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 maintenance employees employed or to discontinue some particular type of maintenance 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. A reduction in employee work hours which does not result in the dismissal of any employee is not a reduction-in-force. 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 who was dismissed from the same job classification and 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) calendar days of the Board's mailing of the notice of vacancy, or within five (5) calendar 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. 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 Union Steward 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 forty-eight (48) hours before the schedule change is to take effect. The forty-eight (48) hour notice period shall be waived by the affected employee(s) if no scheduling conflict exists.

Summer work schedule shall start on the first (1<sup>st</sup>) 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 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.

Employees working assigned approved time in excess of 40 hours per week shall be paid overtime pay at the rate of one and one-half times the employee's regular rate of pay. Hours worked include paid holidays, personal business days, vacation days, or jury duty and shall be included as regular time for purposes of computing overtime. Sick time and worker's compensation time off will not count as hours worked when calculating 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. 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.

Employees working assigned approved time on a Sunday or holiday shall be paid overtime pay at the rate of two times the employee's regular rate of pay.

3. All overtime hours worked must be submitted on a time sheet to the Director of Facilities & Grounds in accordance with business office procedures 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 Maintenance duties as assigned in Section B above, the employee shall receive a minimum of two (2) hours pay. If an employee is contacted by telephone and is able to resolve the problem during the telephone conversation, the employee will be compensated for the time spent on the telephone, in fifteen (15) minute increments.

5. Swimming Pool and Boiler Checks

- a. Employees performing swimming pool and boiler checks on Saturdays and Sundays will be paid a minimum of four hours pay at the rate of one and one-half times the employee's regular rate of pay. Employees performing swimming pool and boiler checks on holidays (as defined in Article VI) will be paid a minimum of four hours pay at two times the employee's regular rate of pay. Any duties performed beyond the routine boiler/ swimming pool check that are performed with prior approval following established procedures will be paid at the rate of double time on Sundays and holidays as set forth in Section 2-B of this Article.

- b. When the boilers are not being used to heat the buildings, employees performing swimming pool checks only on Saturdays and Sundays will be paid a minimum of two hours at the rate of one and one-half times the employee's regular rate of pay. When the

boilers are not being used to heat the buildings, employees performing swimming pool checks only on holidays (as defined in Article VI) will be paid a minimum of two hours at the rate of two times the employee's regular rate of pay. Any duties performed beyond the routine swimming pool check that are performed with prior approval following established procedures will be paid at the rate of double time on Sundays and holidays as set forth in Section 2-B of this Article.

6. When an employee, while making weekend/holiday building checks, finds a problem that requires immediate attention, that employee will contact the Director of Facilities and Grounds, or his/her designee, to get authorization to perform the work. In the event the employee is unable to locate the Director of Facilities and Grounds or his/her designee the employee shall be empowered to make said determination to perform the work and notify the Director of Facilities and Grounds or his/her designee as soon as practical.
7. Up to 40 hours of compensatory time may be earned in each contract year (July 1 – June 30) for those employees who have earned 15 days of vacation or less. Compensatory time will be earned at the appropriate rate of overtime at the time earned. 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 was earned or cashed in for pay at the pay rate in effect for the employee at the time the employee receives such payment. After earning 40 hours of compensatory time in a contract year, all other overtime hours earned shall be paid as indicated in paragraph 1 above.

**C. Work Schedules and Assignments**

The Director of Facilities and Grounds shall be responsible for recommending the hiring of, and for evaluating and assigning Maintenance employees to worksites throughout the district. All employees' job assignments and work schedules shall be established by the Assistant Superintendent for Business & Finance or his designee. 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.

**D. Maintenance Duties**

Maintenance personnel are on call by the Assistant Superintendent for Business & Finance or designee in case of an emergency and may be called on off hours if certain work cannot be done during the regular working day.

**E. Pay Schedule**

All employees shall be paid via electronic funds transfer (Direct Deposit) on a bi-weekly basis beginning with the first pay period in July, annually.



**F. Vacancies**

Vacancies occurring, anticipated or newly created in the Maintenance Union bargaining unit shall be made known to the Union Steward prior to official posting of the vacancy, promotion or transfer opportunity. An employee interested in filling the vacancy may make a written application to the department as designated on the vacancy notice. 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.

**G. Posting of Vacancies and Summer Notifications**

1. All Maintenance vacancies effecting members of the bargaining unit will be posted online for a minimum of ten (10) working days.
2. A copy of the vacancy posting will be sent by e-mail to any Maintenance employees who are on a recall status at the time it is posted online.

**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—Maintenance 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 Union 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 Administrative - Maintenance Advisory Council shall recommend to the Board the style and color of the uniform, which shall include the employee's name and 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.

The District will provide each maintenance employee with one (1) winter jacket for use in connection with the employee's job duties. The jacket will be worn as appropriate in the performance of the employee's job duties. Jackets that are damaged in the non-negligent performance of the employee's job duties will be replaced at the District's expense.

The District will reimburse maintenance employees up to \$75 per year for the cost of work boots. In addition, the District will reimburse maintenance employees up to \$100 per year for the cost of prescription safety glasses. An itemized receipt, or in the case of the

prescription safety glasses, an itemized vision insurance explanation of benefits (EOB) must be submitted with the request for reimbursement.

**J. Personal Use of Vehicle**

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

**K. Use of Personal Tools**

Employees assigned to the Transportation Department who are required to use their own tools to perform their district duties shall be indemnified by the Board against loss from fire or theft provided:

1. The first \$250 of any documented loss shall be paid by the employee, and
2. Annually, the employee shall submit to the Director of Transportation an inventory of tools and cabinets used, including the estimated value of all items on the list. Documentation of the estimated value shall be provided when requested. Any items having a value in excess of \$50 purchased after the inventory has been submitted shall be added to the inventory in order to be covered by this provision.
3. Tools must be stored in locked cabinets when not in use.
4. Evidence of forced entry must exist in order for theft coverage to be available under this provision.
5. Each bus mechanic will have an amount not to exceed \$500 in each fiscal year available for the reimbursement of the purchase of hand tools. Reimbursement will be processed upon the submission of original receipts to the Director of Transportation and entry of the new tool(s) in inventory. The Board's responsibility to indemnify the employee for such loss shall be limited to the claimed and documented inventory value listed annually hereunder.

**L. Job Descriptions**

It shall be the responsibility of the District, with input from the Union, to establish and maintain job descriptions for each maintenance 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 sixty (60) workdays, during which time the employee may be dismissed for any reason and without recourse. If in the opinion of the Assistant Superintendent for Business & Finance an extension of the probationary period is necessary, an extension of up to thirty (30) days shall be granted.

**N. Bus Monitor for Mechanics**

When, in the sole discretion of the Director of Transportation, a bus monitor is available to accompany a mechanic driving a bus route, the monitor will be assigned to the route. This provision will not be interpreted to require the Director of Transportation to pull or reassign bus monitors from other routes.

**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. Employees may accumulate sick days without limit. Sick leave earned because of unused personal days shall be added to accumulation in the following year.

In addition to use for one self, absence because of serious illness or death in the immediate family may be counted as sick leave. The Board may require such evidence as may be deemed necessary for sick leave benefits.

The immediate family for purposes of this agreement shall include: 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 sub clerk (Secretary to the Director of Facilities and Grounds or Director of Transportation) AND to the supervisor (Director of Facilities and Grounds or Director of Transportation) 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 sick day request into ERMA shall be completed by the end of the first work day that the member returns to work.

**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 and Memorial Day.
- 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 may 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-workday, 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-workday, the employee will be entitled to a floating holiday, which must have the approval of the immediate supervisor prior to the end of the school year.

The following criteria will be used in establishing a vacation 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. Such holiday shall be in accordance with the provisions set forth in Article VIII.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**

Vacation allocation for employees hired prior to July 1, 2019:

Regular full-time and regular part-time employees who have completed one full year or more of service prior to 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. Employees hired mid-year that have not served the full twelve months will be granted vacation on the basis of one (1) day for each full month of service with a maximum of nine (9) vacation days.

Vacation allocation for employees hired on or after July 1, 2019:

Regular full-time and regular part-time employees shall be entitled to ten (10) days of vacation with full pay (prorated based on hire date). 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 or 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. Employees hired mid-year that have not served the full twelve months will be granted vacation on the basis of one (1) day for each full month of service, with a maximum of nine (9) vacation days. Vacation days will be earned at a rate of 1/12<sup>th</sup> of the annual allocation per

month. Employees will have access to use the full annual allocation at any time during the fiscal year. It is understood that if an employee resigns/retires/is terminated before working the entire fiscal year they will be required to reimburse the district on a prorated basis, via deduction from final paycheck, if applicable, or cash payment, for any unearned but used 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 shall be pre-arranged, scheduled in ERMA, and must be approved by the Director of Facilities and Grounds (or Director of Transportation, as appropriate) no later than the end of the working day prior to the vacation day beginning. When pre-arranged in this manner, vacation leave may be used for sick leave purposes.

Unused vacation days may be carried over into the next fiscal year provided they are used by September 30th, after which unused days will be forfeited.

### 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. The Board of Education shall pay up to a 10% increase of the prior year premium single "Gold", and any increase over 10% will be shared by the Board and the member equally.
- B. 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.
- C. The Board of Education shall provide \$20,000 term life insurance policy for all regular full-time and regular part-time employees.
- D. 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.)
- E. 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.

## **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**

The Superintendent or his designee may, upon proper application, grant 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 no less than one (1) work day prior to the date of the desired leave, except in cases of emergency. 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) 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.

Personal days unused 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, use of personal days shall be reported to the supervisor (Director of Facilities and Grounds or Director of Transportation for mechanics) to be considered an authorized absence. In the event direct conversation with the supervisor cannot be made, a voice mail message to the supervisor is acceptable. Entry of the personal day use request into ERMA shall be completed by the end of the first work day that the employee 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 with or without pay, 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.

- E. Any employee placed on administrative leave or terminated will be required to turn in to the Director of Facilities and Grounds or Director of Transportation, as appropriate, 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 items not turned in.
- F. Letters of reprimand will be removed from an employee's personnel file after one (1) year.
- G. A copy of a disciplinary notice will be given to the employee, the steward, and faxed to the Union.

### **ARTICLE XIII. DUES DEDUCTION**

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

Upon the completion of the probationary period, dues collection shall be deducted retroactively to the first day of hire.

The District agrees to deduct from the paycheck of all employees who submitted authorization cards and are covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the District of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The District shall transmit to D.R.I.V.E. National Headquarters on a monthly basis, in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck. No such authorization shall be recognized if in violation of State and Federal law. No such deductions shall be made which are prohibited by applicable law.

### **ARTICLE XIV. NOTIFICATION OF MEETINGS**

The Union Steward 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. Two (2) copies of all Board minutes shall be mailed or placed in the school mailbox of the Union Steward upon their approval by the Board.

### **ARTICLE XV. ADMINISTRATIVE - MAINTENANCE ADVISORY COUNCIL**

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

- 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) Maintenance Personnel to be determined by the



Union.

- B. The Council shall meet quarterly. The Assistant Superintendent for Business & Finance shall serve as Chairperson and a Maintenance 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 Maintenance Union.
- D. The purpose of the Administrative - Maintenance Advisory Council is to promote voluntary and productive exchanges of information between the Union 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 Union 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 Union may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within ten (10) days after the receipt of the grievance. Such grievance shall be submitted within ten (10) days of the occurrence of the grievance or within ten (10) days of when such occurrence should reasonably have become known.

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

- 2. Step Two: If the grievance is not resolved at Step One, then the Union may refer to the grievance in writing to the Assistant Superintendent for Business/Finance within ten (10)

days after receipt of the Step One answer.

The Assistant Superintendent for Business & Finance shall arrange for a meeting to take place within ten (10) days of receipt of the appeal. Prior to Step Three, the grievant and employer shall be entitled to the same number of representatives at each grievance meeting. Within ten (10) days of the meeting, the Union shall be provided with the written response of the Assistant Superintendent for Business/Finance.

3. Step Three: If the grievance is not resolved at Step Two, then the Union may refer the grievance in writing to the Superintendent within ten (10) days after receipt of the Step Two answer. 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 Union shall be provided with the written response of the Superintendent.
4. Step Four: If the Union is not satisfied with the disposition of the grievance at Step Three or the time limits expire without the issuance of the Board's written reply, the Union 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 parties will share the costs of the arbitration equally. However, if a cancellation fee is incurred, the party incurring the cancellation fee will be responsible for that fee.

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.

#### 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 Union.
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 Union 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 Union 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 Union 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 Board of Education and the Union. When approved by both parties, it shall be signed by the Board President and Secretary. The Union 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 bargaining unit members.

#### **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 July 1st.

#### **ARTICLE XX. SEVERANCE PAY**

A payment of \$40 per day will be made for days of sick leave up to 300 days not used by the

time of retirement. To receive the payment, an employee must retire under the provisions of the Illinois Municipal Retirement Fund.

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.

Employees who retire under the provisions of IMRF, having at least ten (10) consecutive years of service in the District and who are at least 55 years of age may redeem any sick days not used for retirement service credit at the rate of \$40 per day. The payment for these unused sick days will be made prior to retirement up to the point that it will not cause the District to have to make an “accelerated payment”, pay a penalty, or any other contribution to IMRF. Any amount of payment for unused sick days that would cause the District to have to make an “accelerated payment”, pay a penalty, or any other excess contribution to IMRF will be paid no later than forty-five (45) days following the effective date of the employee’s retirement or after January 1<sup>st</sup> at the employee’s request.

Employees that retire with at least thirty five (35) years of service to the District are eligible to maintain board paid single medical insurance coverage at the rate of 95% board paid/ 5% retiree paid for Gold Plan coverage, or 100% board paid for Silver Plan coverage, for up to five (5) years or Medicare eligibility, whichever comes sooner.

#### **ARTICLE XXI. EDUCATION STIPEND**

Employees shall be annually compensated based on education level as follows:

Associate’s Degree - \$1,500  
Bachelor’s Degree - \$2,500

#### **ARTICLE XXII. NO STRIKE CLAUSE**

The Union 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 XXIII. 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 XXIV. LONGEVITY**

The employee’s longevity shall be calculated based on his/her anniversary of hire date.

ARTICLE XXV. DURATION AND RENEWAL


This Agreement shall be effective from the date of ratification by the Union and approval by the Board through June 30, 2024, 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 certified mail on or before 90 days prior to the termination date.

This Agreement is effective this 21<sup>st</sup> day of September, 2021.

IN WITNESS THEREOF:

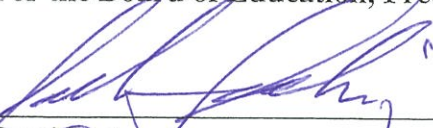
For the Freeport Maintenance Union of Freeport School District No. 145:

  
\_\_\_\_\_  
Steward

  
\_\_\_\_\_  
Steward

  
\_\_\_\_\_  
Business Agent

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

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

**Salary Schedule – 2021-2022**

<b>SCHEDULE</b>										
	2,080									
		<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>				
<b>General Maintenance</b>				<b>Job #2</b>						
	Per Hour	20.65	21.21	21.80	22.42	23.07				
	Per Year	42,949.50	44,118.05	45,352.74	46,631.52	47,976.45				
<b>Skilled Maintenance</b>				<b>Job #3</b>						
	Per Hour	23.28	23.96	24.66	25.37	26.09				
	Per Year	48,413.14	49,840.39	51,291.03	52,765.08	54,262.52				
<b>Head Bus Mechanic</b>				<b>Job #3 + \$0.96 (\$2000/2080 Hrs)</b>						
	Per Hour	24.24	24.92	25.62	26.33	27.05				
	Per Year	50,409.94	51,837.19	53,287.83	54,761.88	56,259.32				
<b>Maintenance Supervisor</b>				<b>Job #3 + \$3.31 (\$6890/2080 Hrs)</b>						
	Per Hour	26.59	27.27	27.97	28.68	29.40				
	Per Year	55,297.94	56,725.19	58,175.83	59,649.88	61,147.32				
<b>Longevity:</b>										
		\$400 after 7 years of service								
		\$550 after 12 years of service								
		\$700 after 15 years of service								
		\$950 after 20 years of service								
		\$1200 after 25 years of service								

**Summer Supervision:**

Supervision of 2 or more summer workers - \$250 per month for June, July, & August.

**Salary Schedule – 2022-2023**

<b>SCHEDULE</b>						
2,080						
	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	
<b>General Maintenance</b>			<b>Job #2</b>			
Per Hour	21.89	22.48	23.11	23.76	24.45	
Per Year	45,526.47	46,765.13	48,073.90	49,429.41	50,855.03	
<b>Skilled Maintenance</b>			<b>Job #3</b>			
Per Hour	24.67	25.40	26.14	26.89	27.65	
Per Year	51,317.93	52,830.81	54,368.49	55,930.98	57,518.27	
<b>Head Bus Mechanic</b>			<b>Job #3 + \$0.96 (\$2000/2080 Hrs)</b>			
Per Hour	25.63	26.36	27.10	27.85	28.61	
Per Year	53,314.73	54,827.61	56,365.29	57,927.78	59,515.07	
<b>Maintenance Supervisor</b>			<b>Job #3 + \$3.31 (\$6890/2080 Hrs)</b>			
Per Hour	27.98	28.71	29.45	30.20	30.96	
Per Year	58,202.73	59,715.61	61,253.29	62,815.78	64,403.07	
<b>Longevity:</b>	\$400 after 7 years of service					
	\$550 after 12 years of service					
	\$700 after 15 years of service					
	\$950 after 20 years of service					
	\$1200 after 25 years of service					

**Summer Supervision:**

Supervision of 2 or more summer workers - \$250 per month for June, July, & August.

**Salary Schedule – 2023-2024**

<b>SCHEDULE</b>						
2,080						
	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	
<b>General Maintenance</b>			<b>Job #2</b>			
Per Hour	23.20	23.83	24.50	25.19	25.92	
Per Year	48,258.06	49,571.04	50,958.33	52,395.18	53,906.34	
<b>Skilled Maintenance</b>			<b>Job #3</b>			
Per Hour	26.15	26.92	27.71	28.50	29.31	
Per Year	54,397.00	56,000.66	57,630.60	59,286.84	60,969.36	
<b>Head Bus Mechanic</b>			<b>Job #3 + \$0.96 (\$2000/2080 Hrs)</b>			
Per Hour	27.11	27.88	28.67	29.46	30.27	
Per Year	56,393.80	57,997.46	59,627.40	61,283.64	62,966.16	
<b>Maintenance Supervisor</b>			<b>Job #3 + \$3.31 (\$6890/2080 Hrs)</b>			
Per Hour	29.46	30.23	31.02	31.81	32.62	
Per Year	61,281.80	62,885.46	64,515.40	66,171.64	67,854.16	
<b>Longevity:</b>	\$400 after 7 years of service					
	\$550 after 12 years of service					
	\$700 after 15 years of service					
	\$950 after 20 years of service					
	\$1200 after 25 years of service					

**Summer Supervision:**

Supervision of 2 or more summer workers - \$250 per month for June, July, & August.