

Agreement Between

**UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND
SERVICE WORKERS INTERNATIONAL UNION, AFL-CIO-
CLC, ON BEHALF OF LOCAL 7451-01**

And

**BOARD OF EDUCATION
FREEPORT SCHOOL DISTRICT NO. 145**

For the School Years of:

2023-2024

2024-2025

2025-2026

TABLE OF CONTENTS

Article I. Recognition	4
A. Union Personnel	4
B. Recognition	4
C. Dues Check Off	4
D. Check-Off Card	5
Article II. Board/Union and Board/Employee Relations	6
A. Management Rights	6
B. Right to Organize	6
C. Non-Discrimination Clause	6
D. Communications	7
E. Board Meetings	7
F. Notification of Meetings	7
G. Board Minutes	7
H. Use of the School Buildings	7
I. Bulletin Board	7
J. Furnishing Information to the Union	7
K. Union Announcements	8
L. Union Use of Equipment	8
M. Individual Negotiations	8
N. Job Descriptions	8
O. Employee Information	8
P. Classified Council	8
Q. Meetings with Administration	9
Article III. Seniority	10
Article IV. Reduction in Force	11
Article V. Vacancies	13
Article VI. Working Conditions	13
A. Work Week	13
B. Break Times	14
C. Staff Development	14
D. Additional Hours	14
E. Informational Letter	15
F. Temporary Assignments	15
G. 12-Month Positions	15
H. Building Closures	15
I. Tutors	16
J. Probationary Period	16
K. Safety Concerns	16
L. E-Learning	16
M. Work Injury	16
Article VII. Personnel File and Employee Protection	16
Article VIII. Leaves	17
A. Sick Leave	17
B. Personal Business Leave	18

C. Jury Duty	19
D. Union Leave	19
E. Family and Medical Leave	20
F. Unpaid Leaves of Absence	20
Article IX. Salary and Fringe Benefits	21
A. Salary	21
Wage Schedule	23
B. Payroll Deductions	24
C. Medical Insurance	24
D. Flexible Benefit Plan	25
E. Tuition Reimbursement	26
F. Health Benefits Committee	26
G. Flu Shots	26
H. Committee or Team Service	26
I. Pre-employment Examination Expenses	27
J. Term Life Insurance	27
K. License	27
Article X. Grievance Procedure	27
A. Definitions	27
B. Informal Procedure	27
Step One	27
Step Two	28
Step Three	28
Step Four	28
C. General Provisions	28
Article XI. Discipline	29
Article XII. Subcontracting	30
Article XIII. Miscellaneous	31
A. Understandings	31
B. Savings Clause	31
C. No Strike/Lockout	31
D. Duration	31
Signatures	32-33
Letters of Understanding	34
A. Schedule Adjustments	34
B. Safety Training	34
C. Informational Handbooks	34
D. Medical Exams	35
Letter: Student Instruction	36
Memorandum of Agreement	37-38
License Fee Agreement	39

AGREEMENT

THIS AGREEMENT is between the Board of Education of School District No. 145, Stephenson County, Illinois, referred to hereinafter as the “Board of Education,” and the United Steel, Paper and International Union, Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers, AFL-CIO/CLC, known in short as “United Steelworkers” or “USW,” referred to hereinafter as the “Union” on behalf of its Local Union 745L-01, covering 2023-2024 through 2025-2026 school years.

ARTICLE I RECOGNITION

A. Union Personnel:

The Board of Education of School District No. 145, Stephenson County, Illinois, hereinafter referred to as the Board, recognizes the United Steelworkers, AFL-CIO/CLC, on behalf of Local No. 745L-01, hereinafter referred to as the Union, as the exclusive bargaining representative for all regular full-time and regular part-time Paraeducators, Instructional Materials Technicians, Nutrition & Dining Services Employees and Security Monitors employed by the Board except all full-time and part-time Secretaries, including Central Office and Building Level, Computer Technicians, Crossing Guards, Lunchroom/Playground Employees, and all Certified, Administrative, Supervisory, Confidential and Managerial Employees.

B. Recognition:

The Board of Education recognizes its bargaining obligations under the Illinois Educational Labor Relations Act with respect to wages, hours and terms and conditions of employment.

C. Dues Check Off:

For the convenience of the Local Union and its members, the Board, during the life of this Agreement and subject to all the provisions of this Section, shall deduct from the pay of those employees in the Bargaining Unit who have executed or who execute an assignment and authorization in the form hereinafter provided, all Union dues uniformly required by the Local Union pursuant to the Constitution of the United Steelworkers, as directed by the International Union Treasurer. Further, if at any time during the life of this Agreement it is finally determined that initiation fees and general assessments may be legally deducted from the pay of those employees in the Bargaining Unit from whom the Board holds the aforesaid authorization, the Board shall make such deduction for all initiation fees and general assessments levied in accordance with the Constitution of the United Steelworkers, and the by-laws of the Local Union, as directed by the International Union Treasurer. The Local Union shall indemnify the Board against any claim or loss arising out of the Board’s deduction of dues, initiation fees, and general assessments levied in accordance with the Constitution of the United Steelworkers and the by-laws of the Local Union and the Local Union will make refunds directly to all employees for any wrongful deductions. Dues deducted pursuant to this Section shall be promptly sent to the International Union as directed by the International Union Treasurer no later than the 10th of the month following the month of the deductions.

D.

(Membership Card)

UNITED STEELWORKERS (USW) CHECK-OFF AUTHORIZATION

Freeport School Dist. 145

Employer

20

Facility

Date

Pursuant to this authorization and assignment, please deduct from my pay each month, while I am in employment with the collective bargaining unit in the Employer, and irrespective of my membership status in the Union, monthly dues, assessments and (if owing by me) an initiation fee each as designated by the International Secretary/Treasurer of the Union.

The aforesaid payment shall be remitted promptly by you to Stan Johnson, or his successor, International Secretary/Treasurer of the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC, (also known in short as the "Union", "United Steelworkers" or "USW") or its successor, Five Gateway Center, Pittsburgh, Pa. 15222.

This assignment and authorization shall be effective and cannot be cancelled for a period of one (1) year from the date appearing above or until the termination of the date of the current collective bargaining agreement between the Employer and the Union, whichever occurs sooner.

I hereby voluntarily authorize you to continue the above authorization and assignment in effect after the expiration of the shorter of the periods above specified, for further successive periods of one (1) year from such date. I agree that this authorization and assignment shall become effective and cannot be cancelled by me during any of such years, but that I may cancel and revoke by giving to the appropriate management representative of the facility in which I am then employed, an individual written notice signed by me and which shall be postmarked or received by the Employer within fifteen (15) days following the expiration of any such year or within the fifteen (15) days following the termination date of any collective bargaining agreement between the Employer and the Union covering my employment if such date shall occur within one of such annual periods. Such notice of revocation shall become effective respecting the dues for the month following the month in which such written notice is given; a copy of any such notice will be given by me to the Financial Secretary of the Local Union.

While contributions or gifts to the USW are not tax deductible as charitable contributions for Federal income tax purposes, they may be tax deductible under other provisions of the Internal Revenue Code.

(USW) Local Union No. 745 L01 Signature _____

Witness _____

Check No. _____

Form 530

(ORIGINAL FOR EMPLOYER)



UNITED STEELWORKERS (USW) CHECK-OFF AUTHORIZATION

Freeport School Dist. 145

Employer

20

Facility

Date

Pursuant to this authorization and assignment, please deduct from my pay each month, while I am in employment with the collective bargaining unit in the Employer, and irrespective of my membership status in the Union, monthly dues, assessments and (if owing by me) an initiation fee each as designated by the International Secretary/Treasurer of the Union.

The aforesaid payment shall be remitted promptly by you to Stan Johnson, or his successor, International Secretary/Treasurer of the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC, (also known in short as the "Union", "United Steelworkers" or "USW") or its successor, Five Gateway Center, Pittsburgh, Pa. 15222.

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While contributions or gifts to the USW are not tax deductible as charitable contributions for Federal income tax purposes, they may be tax deductible under other provisions of the Internal Revenue Code.

(USW) Local Union No. 745 L01 Signature _____

Witness _____

Check No. _____

Form 530

(LOCAL UNION COPY)



ARTICLE II
BOARD/UNION AND BOARD/EMPLOYEE RELATIONS

- A. Management Rights: The Board retains and reserves unto itself the ultimate responsibilities for the proper management of the school district conferred upon and vested in it by the *Illinois School Code* and the Constitution of the State of Illinois and the United States, including but not limited to the responsibility for and the right:

To control District property and the composition, assignment, direction, and determination of the size and type of the support staff;

To determine the work to be done and the standards to be met by employees covered by this Agreement;

To change or introduce new programs and courses of instruction, methods, processes, means and facilities;

The right to hire, establish work schedule, determine hours of employment, assign, transfer, or release (R.I.F.) District employees;

To contract out any goods or services; however, the Union shall have the right to impact bargain such subcontracting; and

To determine the qualifications of employees and to suspend, discipline, and discharge employees and otherwise to maintain an orderly, effective, and efficient operation; provided no such management rights and functions shall be in violation of state or federal law or any part of this collective bargaining agreement.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

- B. Right to Organize: Employees shall have the right to organize, join, and assist the Union, to participate in professional negotiations and discussions with the Board through representatives of their own choosing, for the purpose of establishing, maintaining, protecting and improving conditions of professional service.
- C. Non-Discrimination Clause: The Board and the Union shall not discriminate against any individual for participation or non-participation in activities under the terms of this Agreement. The parties agree to the principle that there will be no discrimination in regard to wage rates and working conditions by reason of sex, color, race, age, religion, nationality, or disabilities as covered under the Americans with Disabilities Act. Where the masculine pronoun is used in this Agreement, it shall refer to both genders.

- D. Communications: Communications to the Union shall be made through the Union Unit Chairperson, or his or her designee.
- E. Board Meetings: The Union may address the Board at a regularly scheduled meeting on a topic of interest to the Union at that part of the agenda labeled “Communications.” Topics which are non-agenda items, shall be made known, in writing, to the Superintendent five (5) business days prior to the meeting. Topics which are agenda items shall be made known, in writing, to the Superintendent no later than 24 hours prior to the meeting.
- F. Notification of Meetings: The Unit Chairperson and Unit Secretary of the Union shall be given notice of any regular or special meeting 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. Any addenda to the agenda will also be provided as soon as they are available.
- G. Board Minutes: Copies of all Board minutes shall be e-mailed to the Unit Chairperson and to the Unit Secretary of the Union following approval by the Board.
- H. Use of the School Buildings: The Union shall have the right to use school buildings to conduct the business of Local 745L-01, provided the building space has been properly reserved in advance through the District’s online building reservation system. Use of the school buildings shall not interfere with or interrupt normal school operation or other use previously committed by the Board of Education. The Union shall have the right to transact official Union business on school property provided that such business does not interfere with or interrupt normal school operations, and provided Union representatives make their presence known to the principal or designee upon arrival in the school building.
- I. Bulletin Board: An existing bulletin board or reasonable portion thereof shall be provided in each building in the District for the exclusive use of the Union for posting notices. The location of said bulletin board shall be at the discretion of the building administrator. Notices shall be restricted to the following:
1. Notices of the Union’s recreational, educational and social affairs.
 2. Notices of Union elections, appointment and results of Union elections.
 3. Notices of Union meetings.
 4. Other informational notices.

In addition, in each school building the Union may post a bulletin board in the staff lounge not to exceed 24” by 36” for the exclusive use of the Union. The Union will provide the bulletin board and the permitted postings shall be as set forth above.

- J. Furnishing Information to the Union: Unless already available on the District’s website, the Board agrees to furnish to the Union, upon request in writing to the Superintendent, the following items:

1. Meeting dates for Board Committees.
2. Approved tentative budget.
3. Monthly financial statement after approval by the Board.
4. Any other information approved by the Board and made part of the public record.

All such copies shall be furnished within a reasonable time after the receipt of the request. Policies approved by the Board of Education and the approved and adopted final budget will be provided to the Union without requiring a request from the Union. Closed session minutes shall not be provided except as disclosed to the general public.

- K. Union Announcements: Announcements for Union meetings may be submitted to the building principal's office to be announced in the same manner in which other general announcements are made. Provided, however, that if a building's general announcements are delivered via e-mail, the Union's announcements shall be posted on the bulletin board referred to in Section I above.
- L. Union Use of Equipment: The Union shall have the right to reasonable use, on site, of District office equipment and audio-visual equipment if not otherwise in use, for the sole purpose of conducting Local 745L-01 business. The administrator responsible for such equipment shall grant approval. The Union shall pay the cost of all consumable materials and consumable supplies.
- M. Individual Negotiations: The Board shall not negotiate individually with any employee covered by this Agreement as to wages, hours, terms and conditions of employment.
- N. Job Descriptions: A job description for each position in the Union shall be approved by the Board. The Board, or its designee, shall notify the Union in advance of any proposed changes to Bargaining Unit job descriptions and shall provide the Union an opportunity to provide input on the proposed changes. The descriptions shall be available for inspection at the District Office. The Unit Chairperson, or his or her designee, and each affected employee shall receive a notification of availability of the job description within two (2) weeks after any change in the job description and/or the date of hire. The School District and the Union have committed to collaborate as a team to develop a well-trained workforce. As such, the School District and Union agree to meet in the last quarter of each school year in order to review the effectiveness of current job descriptions.
- O. Employee Information: Upon initial employment, or upon any change in the following information, the Union and Unit Chairperson will receive updated information as follows within five (5) days on which the District Business Office is open: Name, mailing address, home phone number, birth date, separation date, gender, race, hire date, seniority date, job classification, building assignment, scheduled days, scheduled hours, wage rate, wage level credit issued, employment certification, and college credit earned.
- P. Classified Council: An Administrative-Classified Advisory Council shall be formed for the purpose of reviewing and evaluating issues of importance to the Administration and the Classified Staff.

1. Members of the Council shall be the Superintendent of Schools and such other administrators whose participation is required from time to time and up to five (5) USW bargaining unit employees who are appointed by the Union Chairman or designee on a yearly basis.
2. The Superintendent will chair the Council and a classified staff member will serve as recording secretary. The Council shall meet normally every 2nd month after the close of the regular work day, with additional meetings to be scheduled upon mutual agreement of the need for such meetings. Service on the Council is voluntary and thus will not constitute paid time, unless the meeting is scheduled during the classified member's regularly scheduled working hours.
3. The Council is advisory in nature and it is intended that all issues discussed by the Council may be resolved from within the resources available to the Council. However, issues which are unresolved by Council discussion, but are believed by more than half of the Council classified members to warrant additional attention, will be presented by the Superintendent to the Board of Education President and Vice President for discussion at an upcoming regularly scheduled meeting. The Board's response will be conveyed by the Superintendent at the next Council meeting. If more than one (1) member of the Council is not satisfied with the Board's response, the members may address the issue with the Board at the Board's next regularly scheduled meeting during the Communications segment of the meeting. Depending upon the issue, the Board will determine the appropriate time and forum for dealing with the issue.
4. Joint committees may be formed to study and respond to Council initiatives, which may involve additional meeting time.
5. The Classified Council agenda shall at no time include the subject matter of employee or administrative appointments to the staff of School District No. 145, or other individual personnel issues, the review of proposed or current Board policies and administrative procedures unrelated to the classified staff and the decisions of the Superintendent on issues unrelated to the classified staff. Individual personnel issues should be processed with the employee's immediate supervisor, through the building level, and if necessary, to the appropriate personnel in the District administrative offices.

Q. Meetings with Administration: members of the Union's Grievance and Negotiations Committee may request, in writing (email acceptable), meetings with District administrators to discuss matters of concern. District administrators receiving such requests will make reasonable efforts to set up a meeting or otherwise provide a response within ten (10) working days. This Section Q is not subject to the grievance procedure beyond Step 2 (Article X, Section B (1) (c)).

R. Security Training

The Board and the Union agree that a well-trained security staff is desirable and will enhance the safety and security of the District. Members of the Administration and the Union agree to

meet at least quarterly to discuss security training needs and options. The Union's representative(s) will contact the Freeport High School Associate/Assistant Principal of Student Services to schedule the first meeting. Training may also be provided to non-security personnel as deemed necessary. The Administration will inform security personnel about known threats to the District, its students, and its staff. Students who should not be on District property due to suspension or expulsion will be identified to security staff to aid in identifying and removing persons who should not be present on District property.

ARTICLE III

SENIORITY

For purposes of this Agreement, each Bargaining Unit employee shall earn seniority rights within one of the following Bargaining Unit classifications:

- A. Preschool Paraeducator
ELL Paraeducator
PACC Paraeducator
Resource Room Paraeducator
- B. APAD Paraeducator
SELF Paraeducator
- C. Specialized Paraeducator
- D. IMT (Instructional Materials Technician)
- E. Cook
Food Production Coordinator
Nutrition & Dining Services Driver
- F. Assistant Cook
Cashier
Dishwasher/Utility
- G. Security Monitor

Seniority shall be defined as the employee's total length of continuous service in the Bargaining Unit. Approved leaves of absences shall not count as break in seniority. In addition, laid off employees recalled during the recall period shall be credited with the seniority they had at the time they were laid off. All employees shall earn one year of seniority for each year they are employed by the District, provided that in the first year of employment, the employee must have

been hired before November 1 to accrue seniority for that year. Seniority shall be effective only as to the classification in which the employee is currently working. For example, an employee who worked his/her first five years as a Specialized Paraeducator and has worked his/her last five years as an ELL Paraeducator, shall be considered to have ten years of seniority in the classification of ELL Paraeducator and no seniority as a Specialized Paraeducator.

If two or more employees have the same total years of continuous service to the District, seniority shall be determined as follows:

1. Application dates;
2. Total service to the District, even if non-continuous;
3. Drawing lots, witnessed by a Union representative.

The Board will provide the Union Unit Chairperson a current seniority list each year no later than February 1. A joint committee consisting of equal representatives of the Board and representatives of the Union will review the current Bargaining Unit job classifications and job titles and present a joint recommendation for updating the job classifications.

ARTICLE IV REDUCTION IN FORCE

Reductions in force will be made as follows, except as to Specialized Paraeducators. Cross-classification bumping will not be allowed.

Job classifications shall be defined as those bargaining unit classifications set forth in Article III of the collective bargaining agreement that contain multiple Job Titles. Job Title shall be defined as the individual job titles that are contained within the Job Classifications set forth in Article III of the collective bargaining agreement (Example: Job Classification "E" includes the Job Titles of Cook, Food Production Coordinator, and Nutrition & Dining Services Driver.)

When it becomes necessary to decrease the number of educational support staff employees in the Union's bargaining unit, or to discontinue some type of educational support service performed by the Union's bargaining unit members, the following procedure will be used to implement the reduction in force:

Step 1: The Board, or its designee, will select and identify the Job Classification(s) affected by the reduction in force, the Job Title(s) to be reduced within the Job Classification(s), and the number and location of the positions to be reduced.

Step 2: The reduction within the affected Job Title(s) will be made by reducing the identified number of employees in reverse order of seniority, with the least senior employees being referred to the Human Resources Department to determine if there are any other Job Title(s) within the same Job Classification into which the employees have bumping rights per Step 3.

Step 3: If there are employees in the same Job Classification who have less seniority than the employees referred to Human Resources in Step 2, the employees referred to Human Resources may bump the least senior employees within the Job Classification, and the bumped

employees will be placed on the recall list. If there are no other employees in the same Job Classification with less seniority than the employees reduced in Step 2, the employees reduced in Step 2 will be placed on the recall list.

Step 4: The remaining employees in the Job Title affected by the reduction whose seniority is such that they are able to remain in the Job Title, but whose position has been eliminated, will be placed by the District in the positions vacated by the employees who were removed from the Job Title in Step 2.

Step 5: Notwithstanding the provisions above, a senior employee who is assigned to a Job Title that is being reduced may elect to voluntarily remove himself/herself from the Job Title and either select from the job positions currently available at that time or be placed on the recall list.

As an example of the process identified, if there are six (6) Preschool Paraeducators and the Board decides to eliminate one (1), the one (1) Preschool Paraeducator with the least seniority will be removed from the position and referred to Human Resources for: (a) bumping the least senior employees within Job Classification A; or (b) choose from open positions; or (c) placement on the recall list.

To be eligible for recall, an honorably dismissed employee must provide to Human Resources a completed Recall Preference Form prior to the last day of employment. The employee must also notify Human Resources, in writing or by phone, within five (5) business days of Human Resources' mailing of the notice of vacancy, or within forty-eight (48) hours of the employee's receipt of notice, whichever shall occur first, of the acceptance of any vacant position offered to the employee during the recall period. Employees will be placed on a recall list by seniority.

Employees who have been laid off will be recalled in seniority order (i.e. most senior recalled first) to vacant positions, for which they are qualified, that occur during the applicable recall period. An employee will not be offered recall to any job or job classification (other than the classification the employee was laid off from) that is not checked on the Recall Preference Form. When an employee is recalled to a position in the same job classification pool from which he or she was laid off, or is recalled to a position or a classification checked on the Recall Preference Form, the employee must either accept the offered position or the employee will be deemed to have waived his or her recall rights. Provided, however, that an employee reduced from a position that provided access to the District's health insurance benefits, may refuse one (1) offer of recall if the offered position does not allow the employee access to the District's health insurance benefits and still maintain recall status. The employee's failure to notify Human Resources of acceptance of employment, unless the employee is allowed to reject the offer of recall as set forth in this paragraph, shall constitute rejection of the offer of employment. Recall rights shall extend for the duration provided in the School Code, except as otherwise provided above.

If an employee is recalled in the first ninety (90) student attendance days of the following school year, the employee will receive full allotments of leave time and will earn a full year of seniority credit. If an employee is recalled after the first ninety (90) student attendance days of the following school year, the employee will receive leave time and seniority credit prorated using a factor based on the number of remaining student attendance days divided by 180.

ARTICLE V VACANCIES

A vacancy shall mean any newly created bargaining unit position, or a current bargaining unit position that is presently unfilled and which the Board intends to fill.

Vacancies occurring in the Bargaining Unit shall be emailed to the Unit Chairperson of the Union at the time of the posting of the vacancy, promotion or transfer opportunity. Bargaining unit employees on recall status will be offered vacant positions for which they are qualified prior to implementation of the process described in this Article V. If a vacancy is filled through recall of a laid off bargaining unit employee, the posting and application process described in this Article V will not be implemented. Postings will include the job wage range, scheduled hours per day, scheduled work days per year, building location, qualifications required for the job and a copy of the job description. Vacancies shall remain posted for no less than seven (7) school days at each building at a place to be determined by the building administrator.

An employee interested in filling the vacancy may make online application to the Human Resources Office referencing the vacancy designated on the vacancy notice. Employees requiring assistance with the online application process are encouraged to contact the Human Resources Department for assistance.

All present employees will be given first consideration for appointment. All current employees meeting the minimum qualifications of the vacant position and submitting an application to fill the vacant position will be given an interview. Selection will be based upon the consideration of factors that include without limitation certifications, qualifications, merit and ability, seniority, and relevant experience. Notice of vacancies which arise outside the normal school year will be provided to all employees who provide the Human Resources Department with self-addressed, stamped envelopes prior to the end of the school year.

Once a candidate has been selected, the District will issue notice to the Unit Chairperson, which will include a listing of all applicants for the position, and the name of the person selected to the fill the vacancy. Upon request, the Unit Chair will be permitted to review the selection rubric used to fill the vacancy.

ARTICLE VI WORKING CONDITIONS

- A. Work Week: The employee work week shall typically consist of five (5) consecutive days and shall typically be Monday through Friday. However, the Board reserves the right to adjust employee schedules to meet the needs of the District. The typical employee work day shall not fall outside the hours of 6:00 a.m. to 5:00 p.m.

Employees working assigned, pre-approved time in excess of forty (40) hours per week shall be given overtime pay at the rate of one and one-half times the employee's regular rate of pay, in accordance with the Fair Labor Standards Act and its rules and regulations. For

purposes of determining overtime entitlement, a week shall be defined as beginning on Monday and ending the following Sunday. The Board may require overtime throughout each year, including but not limited to Board non-attendance days.

- B. Break Times: Employees working a minimum of four (4) consecutive hours per day in a Bargaining Unit position or in a combination of Bargaining Unit positions shall receive one (1) fifteen-minute paid break to be taken at the work site, provided the break is taken separate from the employee's lunch break. During such break time the employee shall be free from any meeting or work responsibilities. In the event the employee is required by a teacher or supervisor 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 scheduling, including leaving work early, shall require the approval of the employee's immediate administrative supervisor. If a work-related emergency prevents the employee from taking his/her break at another time or leaving work early on the day the break is 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. An employee may not submit more than three (3) missed breaks per month for payment. Employees working a minimum of five (5) hours per day shall also be entitled to an unpaid, duty-free lunch period of thirty (30) minutes every work day.
- C. Staff Development: Training by job category will be provided on an ongoing, as needed basis, determined by the Board. Employees and the Union are encouraged to give input as to the training or equipment needs of their job classification to their building principal, supervisor or the Department Director. In addition, the District will annually survey the bargaining unit for feedback regarding training needs.

In addition, the District will conduct an annual training session on the use of any medical reimbursement plan and Flex Benefit Plan options made available to employees in Article IX(C) and (D). Attendance at such training shall be unpaid and voluntary.

- D. Additional Hours: Employees who are expressly requested by their building administrator to work beyond their regularly scheduled work day shall be compensated for such additional time at the employee's regular rate of pay. Should such extra work time result in an employee being eligible for overtime as defined in Section A above, the employee shall be compensated at one and one-half times his or her regular rate for such overtime hours. It is the intent of the Board to make additional/overtime assignments on a rotational basis at each work site to the employees in the job title to which the type of work is normally assigned.

Nutrition and Dining Services summer training will be conducted during the three (3) weeks preceding the start of the school year. Prior to July 15 each year, the Unit Chairperson may contact the Assistant Superintendent of Business and Finance to discuss the summer training schedule. Within scheduling and operational constraints, the District will make reasonable efforts to schedule the five (5) summer training days on consecutive business days. The summer training schedule will be provided to NDS employees no later than July 15 each year.

- E. Informational Letter: Not later than July 15th of each school year, the District will provide each Bargaining Unit employee with an informational letter setting forth the following information:
- i. The employee's date of hire.
 - ii. The employee's accrued seniority.
 - iii. The employee's scheduled number of work days in the coming school year.
 - iv. The employee's number of personal leave days.
 - v. The employee's accrued sick leave days and the number of days allotted for the coming school year.
 - vi. The employee's rate of pay for the coming school year.
 - vii. The employee's scheduled regular number of hours per work day, completing all regular hours unless properly excused.
 - viii. The employee's building assignment.
 - ix. A reminder of employee payroll options and annual election period.
 - x. The starting date for the school year and the employee's first scheduled work day.

The provision of the above information by the District is solely for informational purposes and reflects the District's best information as of the date of the letter regarding the information set forth therein. Nothing contained in the letter is intended to create an offer of employment or any contractual relationship between the Board and the employee, or any other contractual or legally enforceable or grievable rights. The information provided in the letter is provided for the convenience of the employee and is subject to correction or modification at any time, subject to the terms of this Agreement. Furthermore, the provision of this letter in no way restricts or modifies the District's ability to discharge or honorably dismiss any employee consistent with the terms of this Agreement and applicable state and federal laws.

- F. Temporary Assignments: When an employee is approved, or is assigned, to temporarily fill a Bargaining Unit position in another classification, the employee will be paid at the temporary position's rate in accordance with the employee's years of service. However, if the temporary position's rate would result in a reduction in the employee's hourly rate, the employee will maintain the pay rate of his or her regular assignment. Approval for employees who wish to volunteer must be obtained from the department supervisor or designee prior to performing in the temporary position. This provision will apply only to temporary assignments of full-day increments. Employees will not be involuntarily assigned to positions outside the Bargaining Unit. Paraeducators who are assigned by administration to temporarily take on additional students to cover for absent paraeducators to whom the additional students would normally be assigned will be paid their regular hourly rate plus ½ of their regular hourly rate for the time paraeducator is assigned the additional students.
- G. 12-Month Positions: If the District creates 12-Month positions in the future, it will notify the Union and fulfill any collective bargaining obligations arising as a result of the creation of those positions.
- H. Building Closures: The District will agree to use its automated telephone notification system to advise employees of school closings using the telephone numbers provided by employees

to the Human Resources Department. The District will also publish to the Union a list of the television and radio stations that will be alerted to District closings due to inclement weather or another Act of God. When an employee has not received an automated call and when the radio and television stations have not broadcast a school closing, and the employee remains uncertain about whether school is open, the employee may call his or her supervisor for confirmation. If the buildings are closed due to weather or Act of God, but remote learning is taking place to count the day as a school day, employees will receive work they can do remotely in order to be paid for the day.

If students are released early from a building during the school day but the building is not evacuated, employees shall remain and complete their regular workday. If a building is evacuated during an employee's regular workday, the administrator will assign the employee to another worksite to complete his or her regular workday, or the employee will be released without further obligation or pay for the remainder of the day.

- I. Tutors: The Union will be advised when the District hires a tutor of the tutor's hire date, building assignment, and if applicable, classroom assignment.
- J. Probationary Period: All employees hired on or after July 1, 2011, will serve a probationary period for eighty (80) school days following each employee's first day of active employment in the District, during which time the employee may be discharged for any reason in the sole and non-reviewable discretion of the Superintendent. Probationary employees who are in positions qualifying for District-provided health insurance will be eligible for health insurance benefits on the first day of active employment.
- K. Safety Concerns: Employees may report concerns about unsafe working conditions to the Unit Chairperson. The Unit Chairperson and the Assistant Superintendent / Director of Human Resources will review the reported concerns, including jointly visiting the worksite if necessary, and will perform a safety analysis. If the concern is deemed valid, the Assistant Superintendent / Director of Human Resources will determine the appropriate response with input from the Unit Chairperson.
- L. E-Learning: On e-Learning days employees who are remote are expected to perform duties as assigned by their supervisor. Paraeducators should follow the expectations set forth in the Paraeducator Handbook. Any employee may be required to work onsite on an e-Learning day. All employees will receive their regular pay on e-Learning days.
- M. Work Injury: An employee who is injured at work during their workday and is transported by ambulance to the hospital will be paid for the remainder of their shift without deduction from sick leave.

**ARTICLE VII
PERSONNEL FILE AND EMPLOYEE PROTECTION**

- A. Only one (1) official personnel file shall be maintained by the Board for each employee.
- B. Each employee shall have access to his or her personnel file by appointment within two (2) business days of a request to the Director of Human Resources, for the purpose of reviewing the contents thereof, subject to the exceptions set forth in Section 40/10 of the Illinois *Personnel Record Review Act*.
- C. Employees shall have the right to attach a written statement explaining the employee's position on any matter contained in the employee's personnel file.
- D. Employee may attach letters of disagreement or rebuttal to any evaluation which is placed in the employee's personnel file.
- E. In the event of an assault/battery upon an employee, the first concern shall be the immediate medical needs of those involved. The employee shall complete an accident report. The Administration will provide necessary information regarding the appropriate local law enforcement agency if the employee wishes to file a report/charge with the police. The administration will also provide any additional assistance in a law enforcement investigation and employees required to give testimony relative to the incident shall experience no loss in pay or benefits. Employees who experience damage to personal property due to an assault/battery by a student may submit a claim for damages to the District's Worker's Compensation insurance policy. No deductible will be applied to the claim.
- F. The Board will protect and indemnify employees as required by 105 ILCS 5/10-20.20.
- G. When the District receives a written complaint regarding a Bargaining Unit employee, the employee and the employee's immediate supervisor will be notified of the complaint. However, the employee may not be informed of the identity of the complainant if the complainant has requested that his or her identity remain confidential. The employee's supervisor will attempt to arrange a meeting between the employee and the complainant to discuss the substance of the complaint. If the complainant is unwilling to attend such a meeting, the employee has the right to meet with his or her immediate supervisor to discuss the substance of the complaint.

**ARTICLE VIII
LEAVES**

- A. Sick Leave: Sick Leave shall be interpreted to mean personal illness, quarantine at home or serious illness or death in the immediate family or household. For purpose of this Article, "immediate family" shall mean parents, spouse, brothers, sisters, children, sons and daughters-in-law, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, foster children and persons for whom the employee is a legal guardian, close personal

friends and members of the extended family. Each employee shall be granted ten (10) days of sick leave per year on July 1, except that employees who have completed seven (7) or more consecutive years of service in the District effective July 1 of any year of this Agreement will be granted twelve (12) days of sick leave per year. Provided, however, new hires shall receive five (5) sick days upon hire, and five (5) sick days on the day following completion of their probationary period. Employees who carry at least fifty (50) accumulated sick days into the new work year will be granted two (2) additional sick days. Sick days will be based on the same number of hours the employee is normally scheduled to work in the employee's current job assignment. Sick leave may be taken in 1/2 or whole day increments. New hires will be granted ten (10) sick days upon commencing employment, except that employees hired midyear shall accumulate a pro-rata portion of sick leave that year. Employees exhausting their sick leave days shall be considered on an unpaid leave of absence and may continue their insurance coverage pursuant to their COBRA rights.

Employees may accumulate sick days to a maximum of 300 days, inclusive of the current year's allotment. Employees who retire under the provisions of the Illinois Municipal Retirement Fund ("IMRF"), as opposed to those employees who simply resign or are discharged, having at least eight (8) consecutive years of service (10 consecutive years if a Tier II IMRF member) 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 excess 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. Employees who do not participate in IMRF but who retire having at least eight (8) consecutive years of service in the District (10 years if hired after January 1, 2011) and who are at least 55 years of age may redeem any sick days not used at the rate of \$20 per day. Any employee with a current sick leave accumulation above 300 days shall be entitled to retain such days. However, in the event the employee's accumulation falls below 300 days, the employee shall be subject to the 300 day limit thereafter.

Upon separation from employment, the District will report an employee's unused, uncompensated sick days to the Illinois Municipal Retirement Fund.

- B. Personal Business Leave: Employees shall be entitled to two (2) personal leave days per contract year. Personal leave is to be used to attend to personal affairs which cannot be scheduled outside of normal working hours, and shall not be used for vacation or recreational purposes. Personal leave is non-cumulative and may not be carried over year to year, provided, however, that an employee's unused personal leave shall convert to sick leave at the end of each school year. Employees desiring to use personal leave must obtain prior approval from the immediate supervisor not less than 48 hours before the commencement of the leave, except in cases of emergency. Personal leave may not be used before or after a school holiday or recess period, or during the first or last two weeks of the school term. In cases of family or personal events which by their nature cannot be rescheduled to

accommodate the preceding, personal leave may be granted during the first or last two weeks of school or on an employment day immediately preceding or following a holiday or recess period at the discretion of the Superintendent or designee. Under these special circumstances, the request will be considered after application with the reasons stated. Personal leave may not be taken in increments of less than 1/2 days. The Board reserves the right to limit the total number of employees, district-wide, on personal leave on any given day to 15 employees. After approving 15 requests for personal leave on a given day, the Board may refuse further approvals as detrimental to the District's educational program.

- C. Jury Duty: Employees required to serve jury duty shall be entitled to receive his or her regular daily rate of pay and any compensation received as payment for such jury service. Employees shall not be required to submit expense reimbursements to the District, such as meal allowances or mileage reimbursements.

- D. Union Leave: The Union shall be granted two hundred forty (240) hours of leave per school year, to be used in increments of not less than 3 ¼ hours, for designated Union officials to attend educational seminars, or conventions. Such leave may accumulate from year to year, provided, however, that at no time may the Union have more than four hundred (400) hours of accumulated Union leave. All unused leave in excess of the maximum accumulation limit of four hundred (400) hours shall be forfeited. The employee(s) so released shall be paid their regular daily rate of pay and the Union shall reimburse the District, on a monthly basis if required, for the salary, FICA, IMRF and insurance premium contribution (if any) of the employee(s) so released. An employee elected, selected, or appointed for duty as an officer, representative, or employee of the International Union or of the Local Union, or of the AFL-CIO as such, or for any State, County, City or Local Union Council of the AFL-CIO, or to an office in a Local Union cooperative enterprise serving District employees, which assignment will take him/her from his/her employment with the District, shall upon written request of the International Union or Local Union receive an unpaid leave of absence for the period of his/her service in accordance with the provisions of Article VIII, Section F(1). Such leave of absence will not count against the two hundred forty (240) hours of union leave identified above.

An employee elected or appointed to public office, which office is incompatible with continued employment in the District will be granted an unpaid leave of absence for the term of the election or appointment in accordance with the provisions of Article VIII, Section F(1).

One Union building representative will be released without loss of pay to attend investigatory interviews or grievance conferences scheduled during the work day.

Once during each school year, on a day to be identified by the District, the authorized representatives on the Grievance Representative Assignment listing issued by the Union who are scheduled to work that day shall receive their regular hourly pay while attending a Union training session of up to four (4) consecutive hours at a District facility. The four (4) consecutive hours and the facility to be used for the training session shall be determined by the District and the Union shall be notified in advance. Outside the hours of the Union

training session, those bargaining unit members scheduled to work on that day shall attend the day's activities as directed by the Administration. The Union is encouraged to provide input to Human Resources regarding the day on which this training is to be held.

E. Family and Medical Leave: In accordance with the Family and Medical Leave Act of 1993 (FMLA), the Board acting through the Superintendent, will grant eligible employees' unpaid family and medical leave of absence.

F. Unpaid Leaves of Absence:

1. Applies to leaves of six months to one year

The Board may grant a leave of absence of up to one (1) year, without pay, to any Bargaining Unit employee with two (2) or more years of service who has shown need for such leave. During the leave the employee may not take employment with another employer during any of the hours the employee was regularly scheduled to work for the District prior to the leave of absence. A violation of this restriction shall be treated as a resignation. Any employee on an unpaid leave of absence shall be, upon his/her request, continued under the group hospital and major medical insurance plan at their own expense subject to approval of the insurance carrier, provided the employee was receiving such benefits immediately prior to the commencement of the unpaid leave. After such leave, the employee may return to a position of similar pay and benefits within the employee's job classification, retaining all previously accrued seniority and leave benefits. The period of leave shall not be considered for advancement in salary. As an automatic condition of leave, the employee must inform the Superintendent's office or the Director of Human Resources' office in writing of his/her intention to return to employment in District 145 upon completion of the leave. Such notification must be received in the Superintendent's office or the Director of Human Resources' office at least forty-five (45) calendar days prior to the expiration of the leave. Failure to advise the Superintendent or Director of Human Resources of intent to return as required by this paragraph shall be treated as an election not to return to employment and as a resignation from the District.

2. Applies to Leaves of less than six months

The Board may grant an unpaid leave of absence for periods of less than six (6) months to an employee with two (2) or more years of service pursuant to the following restrictions. During the leave the employee may not take employment with another employer during any of the hours the employee was regularly scheduled to work for the District prior to the leave of absence and will be responsible for paying all health insurance premiums if continuation of coverage is desired. A violation of this restriction shall be treated as a resignation. The employee granted such leave of absence will be entitled to return to his or her original position, provided such position has not been eliminated, at the conclusion of the leave. In the event the original position has been eliminated, the employee will be returned to a position within the same classification with similar pay and benefits, retaining all previously accrued seniority and leave benefits. Employees on such leave are subject to reduction in force in accordance with Article III. For leaves granted pursuant to this Section F (2), the employee's written notice of intent to return to work must be given fourteen (14) calendar days prior to the expiration of the

leave, unless such notice of intent to return is waived or reduced by the Board at the time the leave is approved. Failing to give such notice will be treated as an employee's resignation.

Requests for intermittent leave under this Section F (2) may be submitted by employees with three (3) or more years of service who are not eligible for coverage under the *Family and Medical Leave Act*. Such requests must be for a catastrophic or chronic medical purpose that would permit such leave under the *Family and Medical Leave Act*, and medical certification of the need for intermittent leave will be required with the application, unless excused in the sole discretion of the Director of Human Resources. An employee requesting such intermittent leave may have no more than ten (10) days of sick leave available at the time the request is made.

3. Any employee hired to fill in for an employee granted a leave pursuant to this Section F shall not be considered a Bargaining Unit member and is subject to discharge at will at all times. However, employees serving as substitutes for Bargaining Unit positions will be considered Bargaining Unit members at the time they exceed six (6) months of continuous employment in one or more Bargaining Unit positions. A substitute who becomes a Bargaining Unit member pursuant to process identified in this Paragraph shall, upon attaining such status, have his or her seniority credited back to his or her date of hire as a substitute and, if eligible for the approved medical reimbursement plan in Article IX(C), shall receive the full annual contribution to his or her medical reimbursement plan account.

ARTICLE IX SALARY AND FRINGE BENEFITS

- A. Salary: Resulting from the 2020 negotiations, the parties have agreed to implement the salary schedules set forth in this Article, except as provided herein. Except as set forth below, employees will be placed on the salary schedule level that corresponds to their position and years of service in the District in a Bargaining Unit position. Employees hired prior to December 31 of any year of this Agreement will be considered to have one year of service credit at the start of the following school year in August.

Employees hired after December 31 of any year of this Agreement will remain at their current level on the wage schedule until the August after they have completed one full school year of service in the District. Employees hired into Bargaining Unit positions after the date of this Agreement is fully approved by the parties, may receive at the time of hiring one level of credit on the appropriate salary schedule for every two years of prior relevant and verifiable experience or education as determined by the Director of Human Resources, up to a maximum credit of five levels. 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 Director of Human Resources. Provided, however, that no employee shall be hired at a rate greater

than the lowest paid employee in the same job classification with the same years of experience.

On the first regular pay date following the hiring anniversary date of an employee who achieves 10 to 19 years of service to the District, the employee shall receive a longevity stipend of \$600; 20 to 29 years of service to the District, \$800; and 30+ years of service to the District, \$1,000. This stipend amount shall not be cumulative, but will be paid annually to each employee with the required years of service.

Employees shall have two options of being paid: (a) 26 equal pays or (b) time sheets, paid every two weeks for the hours worked in the previous two weeks.

All employees be paid by electronic direct deposit. Employees will be provided the ability to print pay stubs at each building, during normal building hours, in a manner that will protect the privacy of the employee's pay stub information.

Wage Schedule

Longevity factor: 1.5%

Level	23-24	24-25	25-26
0	\$15.65	\$16.28	\$16.93
1	\$15.85	\$16.52	\$17.18
2	\$16.06	\$16.77	\$17.44
3	\$16.26	\$17.02	\$17.70
4	\$16.47	\$17.27	\$17.97
5	\$16.69	\$17.53	\$18.24
6	\$16.90	\$17.80	\$18.51
7	\$17.12	\$18.06	\$18.79
8	\$17.35	\$18.33	\$19.07
9	\$17.57	\$18.61	\$19.35
10	\$17.80	\$18.89	\$19.64
11	\$18.03	\$19.17	\$19.94
12	\$18.27	\$19.46	\$20.24
13	\$18.51	\$19.75	\$20.54
14	\$18.76	\$20.05	\$20.85
15	\$19.00	\$20.35	\$21.16
16	\$19.25	\$20.65	\$21.48
17	\$19.51	\$20.96	\$21.80
18	\$19.77	\$21.28	\$22.13
19	\$20.03	\$21.60	\$22.46

Note: Employees with:

- *10-19 years of service shall receive additional longevity payment of \$600 per year.*
- *20-29 years of service shall receive additional longevity payment of \$800 per year.*
- *More than 30 years of service shall receive additional longevity payment of \$1,000 per year.*
- *For payroll purposes only, up to five levels of service credit (at a rate of 1 level for 2 years) may be awarded based on previous experience.*

B. Payroll Deductions: The Board shall provide payroll deductions for District approved tax-sheltered annuities, insurance coverage through the District's plan, Flexible Benefit Plan and Union dues. Employees having concerns regarding the amount of deductions from their paychecks are encouraged to promptly bring their concerns to the attention of the District payroll office.

- C. Medical Insurance: The Board of Education shall contribute 95% of the cost of single coverage group hospital and major medical insurance for all full-time employees, defined as employees holding a position, or a combination of regularly held positions, which position(s) are individually or in combination regularly scheduled for work more than 6.5 hours per day, subject to any modification of benefits in the health care plan. The eligible employee shall contribute 5% of the premium cost. The Board will pay \$480 per year toward dependent insurance coverage for those employees electing such coverage. Employees currently eligible for health insurance coverage who, through a reduction in force or involuntary transfer, are placed in a Bargaining Unit position with regular hours of at least 4 per day, but less than 7 per day, will maintain eligibility for Board paid single medical coverage at the then-current Board/employee contribution rates. Such employees will not be eligible to participate in the AMRP set forth below. Employees who voluntarily take a position with regular hours of less than 7 per day will no longer qualify for Board-paid health insurance coverage, but if eligible, may participate in an approved medical reimbursement plan set forth below.

The Board of Education reserves the right to offer employees additional health insurance plan options as a result of the implementation of the federal *Patient Protection and Affordable Care Act* or any successor legislation. Employees who work 6.5 hours per day are eligible for the District's Affordable Care Act compliant (Bronze) health insurance plan. Those 6.5-hour employees that enroll in Bronze plan health insurance coverage shall also be eligible for dental and/or vision insurance participation on the same basis as offered to other District employees. If a 6.5-hour employee participates in the Bronze plan and elects dental and/or vision coverage, the employee will be eligible for up to \$300 per year in AMRP reimbursements.

The Board shall establish and maintain an approved medical reimbursement plan for the reimbursement of medical care expenses set forth in Section 213 (d) of the *Internal Revenue Code*, subject to the following:

Eligibility:

1. Regularly working 5 or more hours per day in a Bargaining Unit position or a combination of Bargaining Unit positions.
2. Not participating in Board-paid health insurance coverage.

Availability:

Eligible employees may participate in the approved medical reimbursement plan at the start of the school year following hire or transfer into the Bargaining Unit, unless the employee does not have six (6) months of service to the District at that time. In that event, the benefit would be available upon the 1st anniversary of hire, but would be prorated for the period leading up to the start of the next scheduled school year.

Benefit:

An approved medical reimbursement plan (AMRP) will reimburse otherwise unreimbursed “medical care expenses” as that term is defined in Section 213 (d) of the *Internal Revenue Code*, as amended. Each eligible employee may be reimbursed for eligible medical care expenses up to \$1,200 per plan year. Employees entering the Plan mid-year will be credited for a prorated portion of the \$1,200 annual amount. Provided, however, that any portion of the \$1,200 per plan year that is unused by the employee will be carried over to the subsequent plan year and will be available for reimbursement of medical care expenses. Under no circumstances will an AMRP participant have any right to receive cash, or any other taxable or non-taxable benefit under the AMRP, other than the reimbursement of medical care expenses.

Plan:

The Board and the Union will work jointly with the Board’s third-party administrator to develop the AMRP document, which plan document will meet all applicable requirements of the *Internal Revenue Code*, as amended. If, at any time, the applicable provisions of the Internal Revenue Code or IRS rules and regulations are amended, the Board and the Union shall promptly revise the AMRP document to comply with the amendment(s).

Unless provided for above, no employee may participate in Board-paid health insurance coverage and participate in the AMRP.

- D. Flexible Benefit Plan: 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.

An employee who is eligible to participate in the District’s group medical plan may annually elect to participate by choosing to receive benefits not to exceed the annual deferral limits permitted by the Internal Revenue Code in any plan year, which limits will be published by the District at the time of open enrollment. The amount elected shall be deducted from the employee’s compensation. The plan year shall commence on January 1, and end on December 31.

Prior to the beginning day of the plan year, each employee shall, in writing, designate the dollar amount(s) elected for that plan 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 assistance as defined and allowed in the Internal Revenue Code.

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.

The dollar total for the designated benefits elected pursuant to the plan will be deducted in equal amounts from the employee's salary payments during the plan year. Claims for reimbursement may be submitted no more than four times per month in minimum amounts of \$10 (except for the final month in the plan year), unless an Agreement with a plan administrator provides otherwise. Claims for reimbursement must be for services received during the plan year. The Board does not guarantee, or in any way warrant, that the salary reductions are nontaxable, said determination to be made by each individual employee.

- E. Tuition Reimbursement: Each employee may submit a request to the District for reimbursement of tuition/fees for pre-approved coursework, workshops, or conferences. Tuition/fee reimbursement shall be available at the annual rate of \$525 per individual. As a condition of reimbursement, the employee must submit the proposed course, workshop, or conference for approval by the Superintendent, or his/her designee, along with a statement of how the course, workshop, or conference will enhance the employee's current or future employment within the District, and receive approval from the Superintendent, or designee. Approval shall be at the sole discretion of the Superintendent or designee. A final grade equivalent to a "B" or better is required for reimbursement for those courses awarding letter grades. If the course is "Pass/Fail", the employee must receive a "Pass". If the course, workshop, or conference is not graded, the employee must provide a certificate of completion or attendance from the course provider. Reimbursements shall be made within 45 days of submission of the employee's grade transcript, evidence of "Pass", or certificate of completion/attendance.
- F. Health Benefits Committee: The Union will be provided an opportunity to place one (1) Bargaining Unit member on the District's Health Benefit Committee for the purpose of contributing in the same way as all other participants. The Union shall designate, in writing, to the Assistant Superintendent for Business and Finance, its representative to the Health Benefits Committee no later than September 1 of each year.
- G. Flu Shots: Those Bargaining Unit members who are not eligible to receive Board-paid health insurance benefits pursuant to Article IX, Section C, shall be entitled to an annual flu shot at the same cost as they are provided to Bargaining Unit members receiving Board-paid health insurance.
- H. Committee or Team Service: Bargaining Unit employees selected to serve on either a School Improvement Team ("SIT") committee or a District Improvement Team ("DIT") committee, or serve on an employee interview team shall be compensated at the employee's regular hourly rate of pay for such service provided the employee's services on the committee takes place outside the employee's regularly scheduled work day. If the employee's SIT or DIT committee service, or interview team service, results in the employee working more than 40 hours in a given week, the employee shall be paid for all hours worked over 40 that week at the rate of one and one-half times the employee's regular hourly rate.

- I. Pre-Employment Examination Expenses: The cost of any required pre-employment medical examination will be reimbursed up to the level of \$50 to anyone accepting a job offer in this bargaining unit, excluding substitutes, provided the employee remains employed in good standing as of eighty (80) school days after the beginning of employment in a position covered under the terms of the collective bargaining agreement. The Employee must present a receipt from the physician's office or an Explanation of Benefits from an insurance company showing the date and cost of the examination in order to receive reimbursement.
- J. Term Life Insurance: The District shall pay the premiums for a group term life insurance policy providing a \$15,000 death benefit for bargaining unit employees.
- K. License Fees: The District will pay the required fee for paraprofessional and Nutrition & Dining Services licenses required by the State of Illinois. Employees will be required to sign an agreement acknowledging a commitment to remain employed by the District and, under certain circumstances, to reimburse the District some or all of the license fee paid on the employee's behalf upon early separation from employment. The License Fee agreement is attached to this bargaining agreement (page 39).

ARTICLE X 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:
 - 1. 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 Union, a grievance may be processed as follows:
 - a. 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 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.

- b. Step Two: If the grievance is not resolved at Step One, then the Union may refer the grievance in writing, with the rationale for not accepting the Step One response, 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 the receipt of the appeal. Within ten (10) days of the meeting, the Union shall be provided with the written response of the Superintendent or designee.
- c. Step Three: If the grievance is not resolved at Step Two, then the Union may refer the grievance in writing, with the rationale for not accepting the Step Two response, to the Board of Education through 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. Provided, however, the Superintendent may designate a representative to conduct the meeting. Within ten (10) days of the meeting, the Union shall be provided with the written response of the Board of Education and the Board Members will be copied on the response.
- d. 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 Boards written reply, the Union may submit the grievance to binding arbitration. The Federal Mediation and Conciliation Service shall be used to assist in providing appropriate panelists to be considered as arbitrators. If a written demand for arbitration is not filed within ten (10) days of the receipt of 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 the decision shall be based 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 cost for the transcript. If both parties order a transcript, the cost of the transcript shall be divided equally between the Board and the Union.
2. Expenses for the arbitrator's services and the expenses which are common to both parties to arbitration shall be borne equally by the Board and the Union. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.
3. The grievant is allowed Union representation at any step of the process. When the employee elects not to be represented by the Union, the Unit Chairperson will be

notified in advance of any grievance hearings with the employee. A Union representative shall be allowed to be present as an observer in all hearings and shall receive copies of the grievance and decisions. As an observer, the Union is allowed to be present and take notes on the proceedings, but may not interject itself in any way in the conduct of a meeting between the grievant and the Administration or Board.

4. If an employee is required by the Board to be involved in the processing of a grievance during school hours, or an employee is required by the Union to testify at an arbitration hearing during regular working hours, he/she shall be excused for such purposes without loss of pay and the Union will not be charged Union Leave.
5. The time limits in this procedure may be extended in any specific instance by mutual agreement in writing.
6. A grievance may be withdrawn at any level without establishing precedent and if withdrawn shall be treated as though never having been filed.
7. The failure of the employee or the Union to act within the time limits set forth herein 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 level.
8. If the Union and the Superintendent agree, Step One of the grievance procedure may be bypassed and the grievance brought directly to Step Two.
9. No reprisals will be taken for the processing or participation in the grievance.

ARTICLE XI DISCIPLINE

The Board agrees with the tenets of progressive and corrective discipline, including but not limited to oral reprimand, written reprimand, suspension without pay, and discharge. The Superintendent or designee may place an employee on paid administrative leave during an investigation. 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 a Union representative present at such meeting (only one employee representative will be released if the meeting is during the work day). The Union will provide to the District a current listing of Union representatives, titled "Grievance Representative Assignment," to be used for this purpose at each building, and the supervisor involved will make the

necessary arrangements to ensure the availability of the listed Union representative(s) for all meetings. Provided, however, if the Union has not designated a representative at a building, or if the designated representative(s) in that building are absent or unavailable, the District may select another representative from the listing provided by the Union.

- B. In the event the Union 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 a Union 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. If an employee has received only one verbal reprimand during the previous rolling twelve (12) month period, the verbal reprimand will be removed from the employee's file at the end of the twelfth month, upon the employee's request, provided there has been no additional employee discipline. Upon the employee's written request, letters of reprimand will be removed after twenty-four (24) months if the employee has not had any additional discipline during the twenty-four month period.
- E. The Board will provide Bargaining Unit employees with written notice of investigatory interviews that may result in the employee's discipline. The notice of the investigatory interview will be copied to the Unit Chairperson. Bargaining Unit employees retain the right to decline Union representation in such interviews, and if such representation is declined, the Union's representative will not be present during the interview.

ARTICLE XII SUBCONTRACTING

The Board will attempt to have employees perform Bargaining Unit work where practicable. However, the Board reserves the right to contract out any work it deems necessary in the interest of efficiency and economy. Whenever the Board proposes to subcontract work or service normally performed by Bargaining Unit employees, the Union will be notified no later than sixty (60) calendar days prior to the date of subcontracting. The Union will have the right to meet with the Board to discuss both the in-house and proposed contractor's cost estimates of the work.

**ARTICLE XIII
MISCELLANEOUS**

- A. Understandings: 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 set forth in this Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written amendment.

- B. Savings Clause: Should any article, section or clause of this Agreement be declared unconstitutional or illegal by a court of competent jurisdiction, said article, section or clause shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining articles, sections and clauses shall remain in full force and effect for the duration of the Agreement.

- C. No Strike/Lockout: During the term of this Agreement, there shall be no lockout by the Board and the Union and each employee covered by this Agreement agrees to not instigate, call, sponsor, aid or engage in any strike, walk-out, work stoppage, or slow-down against the School District during the term of this Agreement.

- D. Duration: This Agreement shall be effective upon ratification by the Union, including the Local, Local 745 and the International of the United Steelworkers and approval by the Board of Education and shall remain in effect until June 30, 2026. This Agreement shall thereafter remain in effect from year to year unless revised or amended. Either party desiring to amend or alter this Agreement shall so advise the other by May 1 of the last year of the Agreement with the first meeting no later than 30 days after notification.

THIS AGREEMENT is effective this 06th day of June, 2023.

IN WITNESS THEREOF:

For the United Steel, Paper and Forestry, Rubber Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC, on behalf of Local 745L-01

Thomas Conway,
International President

John E. Shinn,
International Secretary-Treasurer

D. R., McCally,
International Vice President/
Administration

Fred Redmond,
International Vice President/
Human Affairs

Michael R. Millsap,
District 7 Director

Anthony Alfano,
Subdistrict 1 Director/District 7

Todd Hastings,
Staff Representative

Kip Kuhlemeier,
President-Local 745

LuAnne Beintema,
Unit Chairperson

Cindy Erb,
Negotiating Committee Member

Denise Hayunga
Negotiating Committee Member

Andrea Misek,
Negotiating Committee Member

Ricky Robinson,
Negotiating Committee Member

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

Mr. Jack Sosnowski,
President

Greta D. Harrell,
Secretary

LETTERS OF UNDERSTANDING

Introduction to Letters of Understanding

The following letters of understanding are provided for informational purposes only. They merely serve to provide a common understanding of part of the history of the collective bargaining process. These letters of understanding were accomplished during the negotiations that led to the negotiated agreement, with the understanding that the letters would not be part of the agreement. However, the parties agreed to include the letters as a convenience to the Union and the Board, and as such the substance of the letters are not subject to the contractual grievance procedure.

A. Schedule Adjustments: The parties recognize that from time to time, employees may have certain responsibilities that may require the employee to be absent during a portion of his or her regular workday (i.e. blood tests, etc.). For employees who do not wish to use sick or personal leave to attend to these responsibilities, the employee may seek approval of his or her supervisor to adjust his or her work schedule on that day to be absent during the workday for not more than one (1) hour and remain an equivalent amount of time beyond the employee's regularly scheduled work day to make up for the time missed. Employees may not request or receive this adjustment more than two (2) times per month. The employee must obtain the prior written approval of his or her immediate administrative supervisor in advance of the day the schedule is to be adjusted. The supervisor's granting or denying of the employee's request for an adjusted schedule shall be final, non-precedential and shall not be subject to the grievance procedure. If the Union believes that there is disparate treatment between employees or buildings, the Union may present its concerns, in writing (email acceptable), to the Director of Human Resources, who will investigate the concerns and provide a response in writing (email acceptable) to the Union within ten (10) working days.

B. Safety Training: Bargaining Unit recommendations for safety training (i.e. CPR, bloodborne pathogens, etc.) shall be referred to the PPS Committee for study and recommendations to the Assistant Superintendent for Business. Safety training issues specific to Security Monitors will be referred to the Assistant Superintendent for Business and issues specific to Nutrition & Dining Services employees will be referred to the Director of Nutrition & Dining Services.

C. Informational Handbooks: Working in conjunction with Human Resources, the Union and the Board agree to assemble employee informational handbooks for Paraeducators, Nutrition & Dining Services Employees, IMT's and Security Monitors. These handbooks will contain information mutually agreed upon by the Union and the Board, or its designee.

The provision of the informational handbooks to employees is solely for informational purposes. Nothing contained in the informational handbooks is intended to create an offer of employment or any contractual relationship between the Board and any particular employee, or any other contractual, legally enforceable or grievable rights. The information provided in the handbook is provided for the convenience of the employees and is subject to correction or modification at any time. The provision of the informational handbook in no way restricts or modifies the District's

ability to discharge or honorably dismiss any employee consistent with the terms of the parties' collective bargaining agreement and applicable state and federal laws. In the event of a conflict between the informational handbook and any Board policy, or any provision of the parties' collective bargaining agreement, the Board policy or provision of the collective bargaining agreement shall control.

D. Medical Exams: Upon request of the Union, the District and the Union will jointly explore methods by which the cost of required pre-employment and post-employment physical exams can be minimized.



To: All District 145 Paraeducators
and Instructional Materials Technicians

Date: February 19, 2003

Re: Student Instructions

The *Illinois School Code* and the *Illinois Administrative Code* provide that the District may hire non-certified teacher aides, hereinafter referred to as “Paraeducators”, to assist certified teachers in student instruction. Paraeducators work with students under the direct supervision of a fully certified teacher assisting the teacher in preparing and presenting the curriculum. Paraeducators are not substitutes for certified teachers and will not have equivalent responsibilities. Paraeducators are not responsible for the introduction or instruction of new material.

Non-certified employees who believe that their assigned responsibilities involve the introduction or instruction of new material, or involve other functions, for which the employee is not certified, should bring his or her concerns to the certified employee assigning such responsibilities. If the certified employee and the non-certified employee are unable to agree on the non-certified employee’s functions, the non-certified employee is encouraged to raise the issue with his or her building principal. The building principal will investigate the non-certified employee’s concerns and make a determination as to whether the non-certified employee’s assigned responsibilities are appropriate. If the non-certified employee is not satisfied with the building principal’s resolution of the issue, he or she is encouraged to raise the issue with the Union Representative of the building, who shall arrange for an investigation at the Central Office level. The Assistant Superintendent for Business shall make the final determination as to whether the employee’s assigned duties are appropriate.

MEMORANDUM OF AGREEMENT

Scope and Use of Video Recording Equipment in Employee Work Areas

November 30, 2006

As a result of the decision of the School District Administration to implement electronic monitoring capability in selected bargaining unit work areas, the parties have entered into bargaining on this subject. As a result, and in an effort to establish and document the parties' agreement on this subject, the parties have agreed to the following terms:

- 1) Electronic surveillance of bargaining unit work areas will be limited to "EXCEL" and "Life Skills" classrooms at Center School, Carl Sandburg Middle School, Lincoln Douglas School, Freeport Middle School, and Freeport High School.
- 2) A listing of all locations of devices to be installed, all work areas subject to surveillance, and all times of recording are to be provided to the Union in advance of their use. In addition, specific work areas which are subject to recording will be identified with a sign in an easily viewable area for the purpose of informing all persons of the recording capability in that work area.
- 3) No change in locations of these electronic devices, times of recording, or of all listed work areas subject to surveillance can be made without notice to Union at least 1 week prior to the change.
- 4) A log of all viewings of recorded activity will be maintained, indicating the camera(s) involved, date, time, participants involved in the viewing, and purpose for each viewing. A copy of this log will be forwarded to the Union on a quarterly basis.
- 5) Under no circumstances will information acquired by this surveillance capability be used in creating job performance evaluations and/or evaluating workload of bargaining unit employees.
- 6) Consistent with applicable state and federal student privacy laws, prior to a disciplinary recommendation or decision being made based upon video recordings, the Union and the employee under investigation will be advised that an investigation is pending, given the location of any recorded device that is intended to cover the involved location, and will be given access upon request to review video recordings that may be used as a basis for employee discipline. The administration will provide convenient scheduling for such review. The Union will also be given access to review video recordings when the Union believes such recording(s) will provide exculpatory evidence tending to disprove an allegation of misconduct. It is understood that it may be necessary for the images of certain individuals to be partially obscured by electronic means to satisfy applicable state and federal student privacy laws prior to this type of viewing.
- 7) After reviewing the recording(s) and prior to a disciplinary recommendation or decision being made, the Union and the employee under investigation will be provided the opportunity to present the employee's version of events and any arguments as to why the recordings should not be included as support in the administration of discipline.
- 8) The Union maintains and does not waive its right to challenge discipline imposed based upon video recordings of bargaining unit members consistent with the provisions of the collective bargaining agreement between the Board and the Union.

9) It is understood that this Memorandum represents the parties' complete agreement on the subject of video recording equipment in the employee work areas identified in Paragraph 1, above. These terms are subject to modification only by mutual agreement. If the Board becomes interested in expanding recording capability beyond the areas identified in this agreement which impact Union bargaining unit members, the Board will serve notice to the Union of its consideration and provide opportunity for the Union to give input regarding the Board's interest prior to the Board making a decision on the proposed expansion. If the Board decides to expand recording capability to other areas of the District that impact Union bargaining unit members, the Board will notify the Union of that decision and, upon request, will fulfill its collective bargaining obligations regarding the expansion.

United Steelworkers Local Union No. 745

Freeport Public School District No. 145

Steve Vanderheyden

Paulette Williams Thomas

Mary Jane Zimmerman

Steven M. Dorsey

Lucille Adams

Donna Kesler

Lori Holden

Daniel Kreeger

Jacqueline M. O Neal

Terrence Groves

Nancy Heilman

James Rhyne Jr.

**Freeport School District 145
License Fee Agreement**

In an effort to minimize the financial burden of licensing in Illinois, Freeport School District 145 and the below indicated prospective employee agree to the following:

Prospective Paraeducator / Nutrition & Dining Services' Name: _____

Freeport School District agrees to pre-pay the following costs of licensure:

Illinois employee license fee \$ _____

Illinois employee ___-year license registration fee \$ _____

For the value of the pre-payment, the undersigned employee hereby agrees to work no less than two full school years as an employee in Freeport School District 145. In the event that the employee does not work the agreed upon two full school years as an employee in Freeport School District 145, the undersigned employee agrees that they must repay to Freeport School District 145 the actual amount of licensure and registration payments advanced by the District on behalf of the undersigned employee. The repayment of the fee shall be caused by the employee leaving employment in the District for any reason, including; (a) resignation; (b) retirement; or (c) termination by the Board of Education for cause prior to completing said two (2) year service requirement.

In the event repayment becomes due and payable for one or more of the reasons set forth above, the full balance of the pre-payment, shall become immediately due and payable. If the employee has completed one year of the two-year service commitment to Freeport School District 145, the amount due under this agreement shall be reduced by one-half (50%) for the complete year of service completed by the employee in Freeport School District 145.

The undersigned employee agrees that any amount of refund due to Freeport School District 145 shall be first deducted from the employee's final pay check, up to the amount of the refund due. Any portion of the refund that exceeds the amount of the final pay check shall be due and payable to Freeport School District 145 via cash, money order, or cashier's check.

Date

Employee Signature