

2024-2027

ARTICLES OF AGREEMENT

BETWEEN

BOARD OF EDUCATION, SCHOOL DISTRICT 189

AND

GENERAL SERVICE EMPLOYEES, LOCAL 382
Affiliated with the Illinois Federation of Teachers, AFT, AFL-CIO

1 COLLECTIVE BARGAINING AGREEMENT

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I. INTRODUCTION:

This Agreement made and entered into by and between the Board of Education of School District 189 of East St. Louis, Illinois, hereinafter referred to as the "Board," and General Service Employees Union, Local 382, affiliated with the Illinois Federation of Teachers, AFT, AFL-CIO, hereinafter referred to as the "UNION," is agreed to this ___th day of January, 2025, to be effective from the 1st day of July, 2024 through the 30th day of June, 2027, except as stated hereafter.

WITNESSETH: That Whereas, the parties hereto, desire to regulate mutual relations between the Employer and the Union with the view to securing harmonious cooperation between the Employer and Union and averting disputes,

NOW THEREFORE, in consideration of the mutual promises set forth herein, the parties agree with each other as follows:

II. RECOGNITION; SCOPE; JOB SECURITY

Job Description:

1. The Union is the sole and exclusive bargaining representative for all full-time and regular part-time custodians, stadium assistants, utility maintenance technicians, plumbers, electricians, HVAC technicians, utility maintenance foreman, security guards, school safety officers, warehousemen, auxiliary aides, bus monitors, behavior aides, personal care aides, recreational aides and any similar employee classification that does not meet the highly-qualified standard; excluding management, confidential, and supervisory employees. No bargaining unit work shall be subcontracted during the term of this agreement. This language does not prevent the termination of an individual for cause.
 - A. 12 month employees: Custodians, utility maintenance technicians, utility maintenance foreman, plumbers, electricians, HVAC technicians, and warehousemen employees covered by this Agreement shall work on a twelve (12) month basis.
 - B. 10 month employees: Security guards, school safety officers, bus monitors, personal care aides, auxiliary aides and behavior aides shall work on a ten (10) month basis.

Each employee of the bargaining unit shall be given a copy of his job description.

2. Utility maintenance technicians shall not be requested or required to provide professional services in the following areas before they have been provided appropriate and adequate training by the District, unless such employee has previous experience with the District in such area: painting; plumbing; electrical; and/or boilermaker duties and responsibilities.
3. The Board agrees to adhere to a policy of not discriminating against any employee covered under this Agreement on the basis of race, age, creed or color, handicap, national origin, sex, marital status or membership or participation in, or association with the activities of the Union.

4. The Board shall not negotiate individually with any employee or with any group other than the Union as to wages, hours, terms and conditions of employment.
5. The Board will notify the Union of all new employees appointed to regular positions covered by this Agreement by electronic mail to the Union President and Field Services Director within five (5) working days of final approval. The Union shall have the opportunity to meet with said new employees within thirty (30) days of employment. The meeting shall be arranged during break or lunchtime or other off duty times. The District agrees that it will not supplement the bargaining unit with "casual" non-bargaining unit employees.
6. Prior to the acceptance of any new program involving employees covered by the Union, the Union and the Board shall bargain concerning wages, hours and other conditions of employment.

III. WORKING CONDITIONS

Hours:

1. The regular workweek/workday for all aides in the bargaining unit shall be the same regular workweek/workday as the teachers at their assigned school. For all other full-time employees in the bargaining unit, the regular workweek shall consist of forty (40) hours (Monday through Friday) and the regular workday shall consist of eight (8) hours within an eight and one-half (8.5) hour period as scheduled by the Administration.

Overtime:

2. All employees called to work for any time beyond forty (40) hours per week shall be paid for such hours at the rate of time and one-half the employee's regular salary in accordance with applicable law.

All work performed on Sunday shall be paid at double the employee's normal (40 hour) hourly rate of pay.

3. All work performed on a Holiday (as designated in Article XIV), shall be paid double the employee's normal (40 hour) hourly rate of pay.
4. All overtime must be approved in advance by the appropriate supervisor. Any employee called to work for overtime work not continuous with the employee's regular work schedule shall be paid for not less than two (2) hours at the rate of time and one-half the employee's regular salary. If the overtime work occurs on a Sunday or Holiday, the rate of pay will be double the employee's hourly rate of pay. Compensatory time off may be given or taken in lieu of overtime pay by agreement between the Administration and the bargaining unit member. The Regular employees working in the place of the Head Custodian, etc., shall receive the prevailing rate of the position they replace.

Work Schedules:

5. Should the Board plan any changes in work schedules or rules, the Board shall confer with the Union on any change in schedule.

Pay:

6. The salary of all employees covered by this Agreement shall be pro-rated over a twelve (12) month period, except as hereafter provided, and all employees covered by this Agreement shall be paid on a semi-monthly basis.
7. Any employee who works overtime shall receive his or her pay no later than thirty (30) days after such overtime is performed and the required paperwork is submitted.
8. All employees shall receive their paychecks before or after the shift ends. Overtime will be distributed and rotated equally to all employees of a given department or unit as the circumstances will permit as determined by the District. Seniority and ability to perform the job shall prevail.
9. The District shall rectify any underpayment on the employee's payroll check(s) on the day such a request is made by the affected employee, or as soon as possible.

Inclement Weather:

10. Notice of a school closing due to inclement weather must be announced prior to 6:00 a.m.

IV. SENIORITY:

1. DEFINITION: Seniority: It is understood and agreed that wherever the word "Seniority" is used in this Agreement, it refers to length of continuous service with the Board. For the purpose of this Article, continuous service shall be designated to mean:
 - (a) Continuous Service within a job category;
 - (b) Continuous Service with School District 189.
2. DEFINITION: JOB CATEGORY: Whenever "job category" is used in this Article and in Article XV (Layoffs/Assignments), those words shall be understood to mean the following twelve (12) job categories:
 - (a) custodians, warehousemen and maintenance warehousemen;
 - (b) auxiliary aides;
 - (c) utility maintenance foreman;
 - (d) utility maintenance technicians;
 - (e) plumbers;
 - (f) electricians;

- (g) HVAC technicians;
- (h) security guards;
- (i) school safety officers;
- (j) stadium assistants;
- (k) behavior aides;
- (l) bus monitors, personal care aides, recreational aides and any other similar employee classification that does not meet the highly-qualified standard.

Transfer Guidelines:

3. When an employee bids or transfers into another job category, that employee shall be placed at the bottom of the seniority list in that job category, while remaining on the seniority list of the job category in which the employee previously worked based upon length of service in the former job category.

No employee will be subject to involuntary transfer, except in the best interest of the district or employee, as determined by the Superintendent and the Executive Committee of Local 382.

Determination of Seniority:

4. Permanent employees shall acquire seniority status from the date of appointment. Seniority lists shall be posted in each building, with said list including all regular employees in the specific job category, in a position covered by this Agreement.
5. If two or more employees have the same Seniority Date, the date of the employee's application shall control so that the employee with the earlier application date shall be senior. If two or more employees still have the same seniority, then the time placed on the personnel change form shall control; if no time is stated, then alphabetical order shall control.
6. Continuous service is broken only by one of the following:
 - (a) Voluntary quitting or resignation;
 - (b) Discharge for proper cause;
 - (c) Failure of the employee to return to work at the expiration date of an approved leave of absence or recall to work after a lay-off when a notice of ten (10) or more work days has been delivered to the employee by certified mail at the last address filed by the employee with the Board office.
7. Continuous service shall not be broken and shall continue to accumulate during an approved leave of absence, lay-off or disability.

8. A Seniority List by job category and by district seniority shall be prepared annually by the Employer and delivered to the Union President no later than October 1 of each school year.
9. The Board and Union agree that Seniority as defined in this Agreement shall be the sole and controlling factor for all promotions, transfers, lay-offs, re-employments, overtime and bidding, except that the applicant shall be qualified for the position.
10. Employees hired for emergency work shall have no seniority rights.
11. The Board will post notice and make available specialized training for all members of Local 382 who are assigned to work with special children.

V. VACANCIES:

1. Whenever a vacancy occurs or is created in any department, or supervisory position is vacated or created, a notice of such vacancy shall be posted electronically by the Board and the President and Secretary-Treasurer of the Union shall at the same time be given written notice of such vacancy or vacancies. All full-time employees covered by this Agreement shall have ten (10) days from the date of posting of such vacancy notice of the President of the Union to bid on said vacancy or vacancies. The vacant position shall be awarded to the bidder with the highest seniority, provided the bidder meets the established written qualifications for the position which shall have been fully described in the notice of the vacancy for such position, based upon applicable testing and interview.
2. Any successful bidder for a job shall retain his or her seniority during the length of his or her employment.
3. Employees covered by this Agreement who are successful on bidding on a vacancy shall be assigned to the vacancy and shall retain such position for a minimum of thirty (30) work days Probationary Period, provided the employee's work performance is evaluated satisfactory by the Supervisor.

If a successful bidder does not receive a satisfactory evaluation after thirty (30) workdays or the position is subsequently abolished, he/she may choose to return to the position previously vacated, without loss of seniority.

4. An employee is prohibited from bidding on another position for a period of six (6) months after a successful bid for a vacancy.
5. The Board shall notify the Union within five (5) working days of the hiring of any employee covered by this agreement. The new employee's name, work site, seniority date, job title/classification, and work schedule shall be provided in this notice to the Union.

VI. JURY DUTY:

Employees covered by this Agreement who serve on Petit or Grand Juries shall be reimbursed by the Board for the difference between their normal salary amount and the

amount received for jury service, not including travel allowances, for the time the employee is absent from his or her job because of jury service. Employees serving on Petit or Grand Juries shall certify to the Board's Finance Department evidence of such jury service.

VII. LEAVE OF ABSENCE:

Employees covered by this Agreement shall be eligible for Leave of Absence. Leave of Absence Without Pay shall be granted to employees for legitimate reasons after two (2) years of service, and approved by the Superintendent. The employees on such leave of absence will retain all Seniority rights. Leave of Absence shall be granted for one (1) year.

VIII. PAID LEAVE:

Sick Leave:

1. Full-time employees covered by this Agreement shall be granted one (1) sick day per month, or a total of twelve (12) days for the year.
2. Accumulated unused sick leave shall be paid in severance pay when an employee covered by this Agreement retires in accordance with the following provisions:
 - A. The employee has worked for District 189 for twenty (20) years and is going to draw Illinois Municipal Retirement Fund Benefits, or the employee has attained age sixty-five (65), has worked for District 189 for fifteen (15) years and is going to draw Illinois Municipal Retirement Fund Benefits.
 - B. Severance pay shall be 75% of accumulated sick leave days with the employee's scheduled number of work days being the maximum total of days that may be multiplied by the 75% factor.
 - C. The rate of pay for each day shall be the employee's daily rate of pay on the date of the letter announcing their retirement or resignation.
 - D. The severance pay calculated under this section would be added to the employee's base salary the last 24 or less months preceding the announced date of their retirement.

The employee exercising this option shall receive in equal payments an amount equal to 100% of their total payment for unused sick leave available at the time that the official letter of retirement is received. Payments shall commence the first month following the submission of the irrevocable Letter of Retirement. The employee shall forfeit those accumulated sick days used as a basis for determining the amount of severance pay. Employees exercising the option of this provision shall have available only those days in which no compensation was received and those granted as per this agreement for the remaining period of their employment.

The employee shall notify the Board in writing at least one (1) month prior to exercising this provision.

This Agreement shall not be interpreted and/or construed to require the District to make any severance payment resulting in the requirement/imposition of an employer contribution, penalty and/or additional liability/obligation of the District to the Illinois Municipal Retirement Fund (IMRF) under Illinois law and/or IMRF Administrative Rules. To the extent that any provision of this Agreement would result in the requirement/imposition of an employer contribution, penalty and/or additional liability/obligation of the District to IMRF under Illinois law and/or IMRF Administrative Rules, such provision shall be construed to avoid any such employer contribution, penalty and/or additional liability/obligation of the District to IMRF under Illinois law and/or IMRF Administrative Rules, and be inapplicable.

Personal Leave:

3. Employees covered by this Agreement shall be granted two (2) days personal leave with full pay. Written notice shall be given by the employee to his or her supervisor one (1) day in advance of the time the personal leave is to be used. Any unused personal leave shall be added to the employee's accumulative sick leave.

Bereavement Leave:

4. Employees covered by this Agreement shall be granted a four (4) day leave for death in his/her immediate family. Immediate family being defined as: husband, wife, parents, brothers, sisters, children, grandparents and grandchildren, all of whom may be by marriage or blood. The Board may require proof of the necessity of the use of such days.

Vacation (12 month employee):

5. All employees who have worked less than twelve (12) months per year shall receive only one (1) day of vacation with pay for each calendar month of service.
6. All twelve month employees shall receive two (2) weeks vacation with pay earned at the rate of two (2) and one-half (1/2) days per quarter.
7. Employees shall be given for any Holiday occurring during their vacation time an additional day off.
8. All employees covered by this Agreement who work on a twelve (12) months basis and have been working in continuous employ of the Board for three (3) years shall receive three (3) weeks vacation with full pay earned at the rate of three (3) and three-quarters (3/4) days per quarter.
9. All employees covered by this Agreement who work on a twelve (12) months basis and have been working in continuous employ of the Board for five (5) years or more shall receive four (4) weeks vacation with full pay to be earned at the rate of five (5) days per quarter.

10. However, any person who has ever received five (5) weeks vacation shall continued to do so until retirement.
11. Vacations-Summer Clean Up, Etc.: No substitute or part-time employee shall supplant a Union employee in any department.
12. Employees in each building covered under this Agreement shall have the right to request vacation with reasonable advance notice, subject to approval by the District Administration based upon the needs of the District. Seniority shall prevail when considering more than one request for the same period in a building or work site.
13. All vacations are contingent upon continuous employment.

Holidays:

14. Holidays and non-working days for employees covered by this Agreement shall be those days set by the Board in its Annual School Calendar in conformity with State of Illinois Law governing school operations, and such Holidays and non-working days shall be no fewer than, and shall at least include, the following:
 1. New Year's Day
 2. Dr. Martin L. King's Birthday
 3. Lincoln's Birthday
 4. Pulaski's Day
 5. Good Friday
 6. Malcolm X's Birthday
 7. Memorial Day
 8. Juneteenth Day
 9. Fourth of July
 10. Labor Day
 11. Columbus Day
 12. Veteran's Day
 13. Thanksgiving Day
 14. Friday after Thanksgiving Day
 15. Christmas Eve
 16. Christmas Day
 17. New Year's Eve
15. If any contractual Holiday occurs on a Saturday, the day shall be awarded on the Friday prior. If any such Holiday occurs on a Sunday the day shall be awarded the following Monday. Mutual agreement between the Board and Union may establish a different award of Holidays that occur on weekends
16. If an employee retires, resigns, is laid off, is dismissed or becomes unable to work, that employee shall receive within ten (10) days of notification to the Personnel Director that portion of vacation earned at the time of leaving active employment with the Board.
17. Holidays shall not be charged as vacation days when they occur during a vacation.

IX. DUES CHECKOFF:

1. Upon written authorization by employees covered by this Agreement, the Board shall deduct from the employee's pay the monthly Union Dues for members of General Service Employees Union, Local 382, and forward same each month to the Union.
2. Payroll Deduction – The District shall honor employees' individually authorized deduction forms, and shall make such deductions in the amounts certified by the Union for Union dues, assessments, or fees. Authorized deductions shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deductions. Dues revocations are processed by the Union. In the event that an employee revokes their dues in accordance with the terms in which they authorized the dues deductions, the Union will notify the District after the close of the revocation window.

The Union shall indemnify and hold harmless the Board, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, or other form of liability that shall arise out of, or by reason of action taken by the District for the purpose of complying with the above provisions of this Section, or in reliance on any list, notice, certification, authorization, deduction form, affidavit, or assignment furnished by the Union under any such provisions.

X. FOIA:

If the District receives a request under the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.) seeking a list of Union members and related identifying information, the District shall notify the Union upon the District's response to the request.

XI. INSURANCE:

The Board agrees to provide Local 382 with the same medical, life, and dental benefits as provided to Local 1220.

XII. GRIEVANCE PROCEDURE:

1. Definition: A grievance shall mean a complaint that there has been a violation, misinterpretation in the application of any of the provisions of this Agreement, or that one or more bargaining unit members have not been treated according to established policy or practice governing or impacting bargaining unit members.
2. General Provisions:
 - A. No employee at any step of the Grievance Procedure will be required to meet with any administrator or supervisor without a Union representative.
 - B. In all steps of the Grievance Procedure, when it becomes necessary for individuals to be involved during work hours, they shall be excused with pay for that purpose.

- C. If a grievance arises from the action of an authority higher than the principal of the school, such a grievance may be presented at the higher, appropriate step of the grievance procedure.
- D. If a grievance is of such a nature as to require immediate action, as may be necessary in transfer cases, the person grieving may appeal immediately to the office or person making the actual decision, and said office or person shall attempt to resolve the matter with the grievant and/or the Union representative. If the matter is not satisfactorily resolved, it may be appealed through the grievance procedure beginning with Step 3.
- E. An employee who participates in the Grievance Procedure shall not be subject to disciplinary action or reprisal because of such participation.
- F. The employee and his/her Union representative have the right to be present at all steps of the grievance procedure.
- G. The employee and his/her Union representative have the right to review and copy all information and materials relative to the grievance, excluding confidential information which is not related to the grievance.
- H. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of this procedure within the time allotted had the decision been given.
- I. In any instance where the Union is not representing the grievant, the administrator or supervisor receiving the grievance or making the decision shall notify the Union in writing of all meetings, hearings and resolution at any level. The Union may appeal any decision which would seem to it to either violate any terms of the Agreement or to affect working conditions of the employees in the bargaining unit.
- J. A grievance may be initiated and/or conducted by:
 - 1. An employee on his/her own behalf;
 - 2. An employee accompanied by a Union representative;
 - 3. A Union representative at the employee's request;
 - 4. The Union as sole and exclusive bargaining agent.
- K. Conferences held under this procedure shall be conducted at a time and a place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.
- L. All references to days shall mean school days, except that between the end of the school year in June and the beginning of the next school year, days shall mean days when the district's administrative center is open.
- M. All time limits may be extended by mutual agreement in writing between the parties.

3. Grievance Steps:

STEP ONE: INFORMAL CONFERENCE: A Complaint shall first be discussed with the relevant immediate supervisor with the object of resolving the matter informally.

Any Complaint/Grievance shall be filed or raised in the Grievance Procedure within twenty (20) work days after the occurrence of the facts which gives rise to the Complaint/Grievance.

STEP TWO: In the event the matter is not resolved informally, the grievant or the Union may present a written statement of the alleged violations to the Principal or other appropriate supervisor. The written statement shall contain the date and nature of the grievance, the school or job site, job classification, the name of the employee involved and the remedy sought. The Principal/Supervisor shall, within five (5) school days of the receipt of the grievance, confer with the grievant and/or his/her Union representative to try to resolve the grievance. Within five (5) school days after the completion of the conference, the Principal/Supervisor shall give his/her written decision. A copy of the decision shall be given to the Union and the grievant.

STEP THREE: In the event the grievance has not been resolved in the first or second step, the Union or the grievant may file an appeal to the Superintendent or his/her designee. The appeal shall be made within ten (10) school days after the receipt of the appeal, the Superintendent or his/her designee shall confer with the Union and the grievant in an effort to resolve the grievance. The Superintendent, within ten (10) school days following the conference, shall file his/her written decision with the grievant and the Union.

STEP FOUR: Within thirty (30) days after receiving the decision of the Superintendent or his/her designate, the Union may submit the grievance to binding arbitration by making a request to the Federal Mediation Conciliation Services or the American Arbitration Association for a panel of seven (7) names of persons to serve as arbitrator. The parties, by alternately striking names from such panel, with the Union or grievant striking first, shall strike names until one name remains. If no one is chosen from the list, a second and final list shall be requested following the same procedure. The decision of the arbitrator shall be final and binding on both parties. All expenses of the hearing, including compensation of the arbitrator, shall be borne equally by the parties.

The Union member shall have the option to pursue a grievance either in the Courts or through the grievance procedure to binding arbitration; but not both, except as provided by law.

XIII. SUSPENSIONS; DISCHARGE; DISCIPLINE

1. All discipline, suspension, and discharge, shall be for just cause and employ the concepts of corrective and progressive discipline. Any charges based upon quality of job performance shall be mitigated by the supply of equipment and materials with which to perform one's duties.

2. No employee covered by this Agreement shall be subject to suspension or discharge or disciplinary action without the following:
 - A. Charges stated in writing with the written statement containing pertinent details regarding the charges and with the written statement to be supplemented by the District during the course of the grievance steps with further written or oral information.
 - B. Each employee has the right to Union representation at all times. In the event of such a request, the employee shall be allowed access to Union representation prior to any further meeting to discuss discipline.
 - C. Just cause as set forth in Section 1 above;
 - D. Right to the grievance procedure for satisfactory resolution.
3. Notice of suspension, discharge, or discipline will be given to the authorized Union Representative in writing stating the cause or causes.
4. Notwithstanding Sections 1, 2, and 3 of this Article, a full-time employee hired after November 24, 2003 shall serve a probationary period of six months from the date he/she commenced to work and during said period he/she may be discharged without cause. Once an employee has served his/her probationary period, his/her seniority shall date from his/her original employment date.

XIV. LAYOFFS/ASSIGNMENTS:

1. Seniority within the applicable job category shall prevail in all lay-offs and in rehiring, within that job category, and within a job category in which an employee previously worked within the District. Notwithstanding any contrary provision in this Agreement, the term "seniority" as referenced in this Article XV shall mean an employee's continuous service within a job category only.
2. Lay-offs or decreases in the number of employees covered by this Agreement shall be made in reverse order of Seniority within the applicable job category, and then in any other job category in which an affected employee previously worked within the District, with the least senior employee within the applicable job category or the previously-worked job category being laid off first.
3. Bumping:
 - A. If a position or job is abolished, an employee may exercise his seniority to "bump" a less senior employee first within the applicable job category and then in any other job category in which that employee previously-worked within the District, with any bumped employee being able to exercise the same bumping right until the least senior employee within the applicable job category or the previously-worked job category is laid off.

- B. If an employee or employees are laid off due to a reduction in force as a result of lack of work or economic necessity, seniority will be used to bump the least senior employee(s) first within the applicable job category and then in any other job category in which that employee previously worked within the District, subject to job qualifications, provided that no employee will be laid off who has greater District seniority within the applicable job category or the previously-worked category than an employee with less District seniority whose job he or she is qualified to perform.
 - C. Failure of an employee to exercise his bumping rights does not negate the employee's seniority or recall rights.
- 4. *Recall Rights:* If the Board has any vacancies for the following school term or within one (1) calendar year from the beginning of the following school term, the position thereby becoming available within a job category shall be tendered first to the employees so removed or dismissed from the applicable job category, so far as they are qualified to hold such positions, and then, if such positions are not filled by this first tender, then such position shall be tendered to all other employees so removed or dismissed from another job category, so far as such employees have previously worked in the applicable job category and are qualified to hold such positions.
 - 5. It is agreed and understood that the Board shall operate the school attendance centers in full conformity with State of Illinois law governing schools, and that under State law, the Principal of attendance centers has the authority and power to recommend to the superintendent of Schools approval or rejection of employees assigned to his attendance center, and that in the instance of a Principal rejecting an employee covered by this Agreement for Assignment to his Attendance Center, State law will prevail, and said employee shall be transferred to another comparable assignment, if such a position is available.

XV. EXTRA PAY:

- 1. The shift differential of Eighty Cents (\$0.80) per hour will be paid for eight (8) hour shifts that start at 3:00 p.m. or 4:00 p.m. and end at 12:30 a.m. Night shift (11:00 to 7:30 a.m.) shall receive One Dollar and Five Cents (\$1.05) per hour differential.
- 2. The work shift of employees covered by this Agreement shall be set by the Board's Chief Administrative Staff (The Office of the Superintendent of Schools).
- 3. Two (2) Head Custodians for East St. Louis Senior High School and one (1) Head Custodian for each other District school shall be appointed by the District Board of Education, in its discretion, based upon the following considerations: performance, qualifications, experience and seniority. A Head Custodian shall be paid additional compensation in the amount of One Dollar and Seventy Five Cents (\$1.75) per hour.
- 4. One (1) Head Warehouseman shall be appointed by the District Board of Education, in its discretion, based upon the following considerations: performance, qualifications, experience and seniority. The Head Warehouseman shall be paid additional compensation in the amount of One Dollar and Eighty Five Cents (\$1.85) per hour.

5. An auxiliary aide with either a teaching certificate or substitute teaching certificate who serves as a substitute for a teacher in a class shall receive their daily rate of pay plus \$75 per full day (pro-rated for partial day, as necessary) that the teacher aide serves as a substitute teacher.

XVI. SALARY:

- 1 Bargaining unit members shall be paid annual salary in accordance with the 2024-27 school years' (FY2025-27) salary schedules attached as Appendix A. The 2024-25 (FY2025) salary schedules shall reflect an annual increase of five percent (5%) from the 2023-24 salary schedules, the 2025-26 (FY2026) salary schedules shall reflect an annual increase of four and one-half percent (4.50%) from the 2024-25 salary schedules, and the 2026-27 (FY2027) salary schedules shall reflect an annual increase of four and one-quarter percent (4.25%) from the 2025-26 salary schedules.

For the 2024-25 school year (FY2025), bargaining unit members shall advance vertically (one step). For the 2025-26 school year (FY2026), bargaining unit members shall advance vertically (one step). For the 2026-27 school year (FY2027), bargaining unit members shall advance vertically (one step).

2. Employees in the bargaining unit covered by this Agreement shall receive longevity steps/payments as follows:
 - a. an additional Eight Hundred Twenty Five Dollars (\$825.00) at the beginning of the 2nd year at the top of the appropriate salary schedule;
 - b. an additional Eight Hundred Twenty Five Dollars (\$825.00) at the beginning of the 3rd year at the top of the appropriate salary schedule;
 - c. an additional Eight Hundred Twenty Five Dollars (\$825.00) at the beginning of the 4th year at the top of the appropriate salary schedule;
 - d. an additional Eight Hundred Twenty Five Dollars (\$825.00) at the beginning of the 5th year at the top of the appropriate salary schedule.

Bargaining unit members shall not lose longevity steps/payments already accrued prior to this Agreement, provided that no bargaining unit member shall receive more than four (4) longevity steps/payments.

3. Notwithstanding the foregoing, a bargaining unit member shall not have an annual increase in overall compensation in excess of six percent (6%), or the maximum allowed by applicable law without employer contribution, from the previous year if such increase would result in the requirement/imposition of an employer contribution, penalty and/or additional liability/ obligation of the School District to the IMRF under Illinois law and/or IMRF Administrative Rules.
4. All full-time bargaining unit members currently employed with the District as of the approval/execution of this Agreement shall receive a one-time, non-compounding stipend

of Five Hundred Dollars (\$500) payable on or before March 31, 2025, and all part-time bargaining unit members currently employed with the District as of the approval/execution of this Agreement shall receive a one-time, non-compounding stipend of Two Hundred Fifty Dollars (\$250) payable on or before March 31, 2025; provided that this provision shall sunset and be automatically removed from this Agreement upon its expiration on June 30, 2027.

XVII. LABOR MANAGEMENT MEETINGS

Union and District agree to labor management meetings with details and format to be determined by both parties.

XVIII. SUMMER SCHOOL

1. All educational support staff employment opportunities for all summer school programs shall be posted on the District's website and e-mailed to the President of the Union sixty (60) days before commencement of such programs or within one week following approval of such program.
2. All educational support staff desiring employment in any summer school program must submit applications on or before the first Friday of May, or within one week of the posting of such program.
3. Summer school educational support staff positions shall be filled based upon certifications, qualifications, merit and ability, including performance evaluations, if available, and relevant experience, as determined by the District, provided that, if the District determines all such factors to be equal, bargaining unit members shall be given first preference for such summer school positions on a rotating basis among those educational support staff determined to be equal under those factors.
4. No person will work in more than one program in the summer school session, except when no qualified applicant is otherwise available.
5. Summer School Pay: Summer school pay shall be at the rate of \$25.00 per hour for all non-certified employees.
6. Summer school educational support staff shall receive their first pay on the last teaching day of June, and their last pay no later than one week after the end of the summer school program. The Board shall post this entire section relative to Summer School Programs on each school, building or department bulletin board no later than sixty (60) days before the commencement of any summer school program, or within one week following approval of such program.

XIX. PERSONNEL FILE:

1. Only one official Board file shall be kept for each employee. If any other files contain material that relate to the employee in any way, a copy of such material that relate to the employee in any way, a copy of such material shall be placed in the official Board file. One major purpose of this file shall be to provide the employee with a single point at

which he/she can find any and all evaluations, letters, reports, memorandum and any other documents or materials that exist in the district or that have been initiated by district personnel relating to the nature and quality of his/her service and professional conduct. This official Board file shall be maintained in such a way as to accomplish the major purpose given above and under the following conditions.

2. Every employee, upon request to and in the presence of the record keeper shall have the right during regular working hours to inspect and receive copies of his/her own personnel file at the employee's expense with the exception of records which are excepted for inspection pursuant to the Illinois Personnel Records Act, Chapter 48, Section 2010, Illinois Revised Statutes.
3. Every Employee shall have the right to add material to his/her official Board file and attach dissenting or explanatory material to any document or other piece of material in the file.
4. No person shall remove any material from an employee's official Board file without mutual consent of the employee and the Superintendent or his/her designee.
5. Any documents or the contents thereof relating to employee evaluation or performance and all material placed in an employee's official Board file by an administrator or supervisor will be respected by the employee and the administration as confidential to the employee in the implementation of this Agreement, or by the Board in bringing charges.

XX. SAVINGS AND FAIRNESS CLAUSES

1. Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction or in the event the Congress or the Legislature enacts a law in conflict with any article, section or clause, as the case may be, may, if directed by the proper court, be deleted from this Agreement to the extent that it violates the law, but the remaining articles, sections or clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted article, section or clause. The parties agree to meet and bargain the subject matter of any such article, section, or clause declared to be illegal, within sixty (60) days after the declaration of illegality.
2. The Board agrees to apply its policies and procedures to bargaining unit members in an impartial and consistent manner.

XXI. RETROACTIVITY:

All terms of this Agreement shall be retroactive to July 1, 2024 for employees of this bargaining unit.

XXII. MISCELLANEOUS:

1. Bulletin Boards: The Union shall be permitted to post notices and any other information concerning Union Business on Bulletin Boards in schools, warehouses and any and all other work sites.

2. Union-Convention-Seminars-Workshops-Leave: It is mutually agreed that any member elected or appointed to a position in the Union may be permitted to attend official Union conventions, conferences, etc., without pay or benefits. Notifications of such leave shall be reported to the Superintendent-Personnel Office or Supervisor and shall be approved.
3. No employee shall be coerced, intimidated, or otherwise discriminated against for the exercise of rights guaranteed by Federal or State laws or the provisions of this Agreement.
4. Drug Testing: The District shall conduct drug or alcohol testing of Union members pursuant to Section 24-5 of the Illinois School Code (105 ILCS 5/24-5) based upon reasonable suspicion of drug or alcohol influence. For purposes of such testing, "reasonable suspicion" is defined as a belief, based on behavioral observations or other evidence, sufficient to lead a prudent or reasonable person to suspect an employee is under the influence and exhibits slurred speech, erratic behavior, decreased motor skills, or other such traits; provided, however, that an anonymous call alone shall not be considered "reasonable suspicion".

XXIII. REOPENER CLAUSE:

The parties agree that negotiations for a successor agreement shall begin not later than May of each year upon written notice of either party of its desire to negotiate a successor agreement.

Union agrees to midterm bargaining impact of tax caps, if any, on IMRF fund.

XXIV. STRIKE CLAUSE:

1. The Union agrees that there shall be no strike or withholding of services during the term this agreement is in full force and effect.
2. No changes in working conditions in the Agreement shall be made during a strike.

XXV. HEALTH AND SAFETY

1. Cleanup kits, first aid kits and protective gear, shall be provided to employees as needed.
2. The Board and members of Local 382 agree to abide by all Federal OSHA guidelines for safety in the work place.

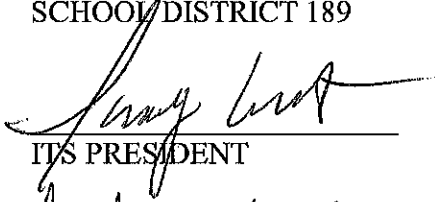
XXVI. DURATION OF AGREEMENT:

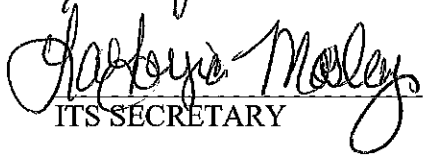
The parties agree that this agreement is retroactive to July 1, 2024, effective the date it is ratified by both parties and shall be a three (3) year agreement.

The parties further agree that this agreement shall remain in full force and effect through and including June 30, 2027, and shall automatically renew itself from month to month until notice of termination is given by either party or until superseded by a subsequent agreement.

EMPLOYER

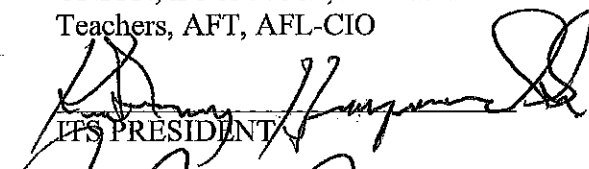
BOARD OF EDUCATION
SCHOOL DISTRICT 189

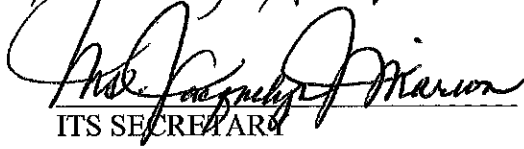

ITS PRESIDENT


ITS SECRETARY

UNION

GENERAL SERVICES EMPLOYEES
UNION, LOCAL 382, Affiliated with
Teachers, AFT, AFL-CIO


ITS PRESIDENT


ITS SECRETARY

Appendix A
Pay Rates for All Categories

FY25	5%								
							(HVCA/ PLUMB/ ELECT/MNT		
	(REC/BD/AUX	Personal Care	Cust 01	Cust	(Maint	Secur			Safety
Step	AIDES)	AIDES)	(Old)	New	Tech)	(Security)	FMN)	Warehouse	Officers
1	37,381	31,084	33,954	31,369	46,387	31,327	58,185	34,354	37,381
2	38,027	31,304	36,198	31,890	47,075	31,685	58,742	34,742	38,027
3	38,684	31,637	38,442	32,407	47,760	32,041	59,300	35,129	38,684
4	39,352	31,967	40,688	32,926	48,447	32,399	59,865	35,515	39,352
5	40,033	32,186	42,930	33,444	49,134	32,755	60,434	36,034	40,033
6	40,725	32,629	46,293	33,963	49,820	33,112	61,010	36,553	40,725
7	41,430	33,282	47,219	34,481	50,506	33,469	61,599	37,071	41,430
8	42,146	33,947	48,165	35,517	51,193	33,826	62,831	37,591	42,146
9	42,876	34,626	49,127	36,554	51,881	34,502	64,088	38,111	42,876
10	43,616	35,319	-	37,591	52,566	35,192	65,369	38,628	43,616
11	44,371	36,026	-	38,628	53,253	35,896	66,677	39,148	44,371
12	45,137	36,746	-	39,664	53,939	36,615	68,011	39,664	45,137
13	45,918	37,481	-	40,458	54,626	37,345	69,370	40,184	45,918
14	46,712	38,229	-	41,267	55,313	38,094	70,757	40,700	46,712
15	47,520	38,994	-	42,091	55,999	38,855	72,173	41,219	47,520
16	48,342	39,774	-	42,935	56,550	39,631	73,618	41,736	48,342
17	49,251	40,570	-	43,792	57,682	40,426	75,090	42,151	49,251
18	50,160	41,382	-	44,668	58,836	41,234	76,591	42,567	50,160
Longevity	50,985	42,207	49,952	45,493	59,661	42,059	77,416	43,392	50,985
Longevity	51,810	43,032	50,777	46,318	60,486	42,884	78,241	44,217	51,810
Longevity	52,635	43,857	51,602	47,143	61,311	43,709	79,066	45,042	52,635
Longevity	53,460	44,682	52,427	47,968	62,136	44,534	79,891	45,867	53,460

FY26	4.50%								
							(HVCA/ PLUMB/		
	(REC/BD/AUX	Personal Care	Cust 01	Cust	(Maint	Secur	ELECT/MNT		Safety
Step	AIDES)	AIDES)	(Old)	New	Tech)	(Security)	FMN)	Warehouse	Officers
1	39,063	32,483	35,482	32,780	48,474	32,736	60,803	35,900	39,063
2	39,738	32,712	37,827	33,325	49,193	33,111	61,386	36,306	39,738
3	40,425	33,060	40,171	33,866	49,910	33,483	61,968	36,710	40,425
4	41,123	33,406	42,518	34,408	50,627	33,857	62,559	37,113	41,123
5	41,835	33,634	44,862	34,949	51,345	34,229	63,153	37,655	41,835
6	42,558	34,097	48,377	35,492	52,062	34,602	63,756	38,197	42,558
7	43,294	34,780	49,343	36,033	52,779	34,975	64,371	38,740	43,294
8	44,043	35,474	50,332	37,116	53,496	35,348	65,658	39,283	44,043
9	44,805	36,184	51,338	38,199	54,215	36,055	66,972	39,826	44,805
10	45,579	36,908	-	39,283	54,932	36,775	68,310	40,367	45,579
11	46,368	37,647	-	40,367	55,649	37,512	69,678	40,910	46,368
12	47,169	38,399	-	41,449	56,366	38,262	71,071	41,449	47,169
13	47,984	39,167	-	42,278	57,084	39,026	72,492	41,992	47,984
14	48,814	39,950	-	43,124	57,802	39,808	73,941	42,532	48,814
15	49,658	40,749	-	43,985	58,519	40,604	75,421	43,074	49,658
16	50,517	41,564	-	44,867	59,095	41,415	76,930	43,615	50,517
17	51,468	42,396	-	45,763	60,277	42,245	78,469	44,048	51,468
18	52,417	43,244	-	46,678	61,483	43,089	80,038	44,483	52,417
Longevity	53,242	44,069	52,163	47,503	62,308	43,914	80,863	45,308	53,242
Longevity	54,067	44,894	52,988	48,328	63,133	44,739	81,688	46,133	54,067
Longevity	54,892	45,719	53,813	49,153	63,958	45,564	82,513	46,958	54,892
Longevity	55,717	46,544	54,638	49,978	64,783	46,389	83,338	47,783	55,717

FY27	4.25%								
							(HVCA/		
					Maint		PLUMB/		
	(REC/BD/AUX	Personal Care	Cust 01	Cust	(Maint	Secur	ELECT/MNT		Safety
Step	AIDES)	AIDES)	(Old)	New	Tech)	(Security)	FMN)	Warehouse	Officers
1	40,723	33,864	36,990	34,174	50,534	34,128	63,387	37,426	40,723
2	41,427	34,103	39,434	34,741	51,284	34,518	63,995	37,849	41,427
3	42,143	34,465	41,879	35,305	52,031	34,906	64,602	38,270	42,143
4	42,870	34,826	44,325	35,870	52,779	35,296	65,217	38,691	42,870
5	43,613	35,063	46,769	36,434	53,527	35,683	65,837	39,256	43,613
6	44,367	35,546	50,433	37,000	54,275	36,072	66,465	39,821	44,367
7	45,134	36,258	51,440	37,564	55,022	36,461	67,107	40,386	45,134
8	45,914	36,982	52,471	38,693	55,770	36,850	68,449	40,952	45,914
9	46,709	37,722	53,520	39,822	56,519	37,587	69,818	41,518	46,709
10	47,516	38,477	-	40,952	57,266	38,338	71,214	42,082	47,516
11	48,338	39,247	-	42,082	58,014	39,106	72,639	42,649	48,338
12	49,173	40,031	-	43,210	58,761	39,888	74,092	43,210	49,173
13	50,023	40,832	-	44,075	59,511	40,684	75,573	43,776	50,023
14	50,889	41,648	-	44,957	60,259	41,500	77,084	44,339	50,889
15	51,769	42,480	-	45,855	61,006	42,329	78,626	44,904	51,769
16	52,664	43,330	-	46,773	61,606	43,175	80,200	45,468	52,664
17	53,655	44,197	-	47,708	62,839	44,041	81,804	45,920	53,655
18	54,644	45,082	-	48,662	64,096	44,920	83,439	46,373	54,644
Longevity	55,469	45,907	54,345	49,487	64,921	45,745	84,264	47,198	55,469
Longevity	56,294	46,732	55,170	50,312	65,746	46,570	85,089	48,023	56,294
Longevity	57,119	47,557	55,995	51,137	66,571	47,395	85,914	48,848	57,119
Longevity	57,944	48,382	56,820	51,962	67,396	48,220	86,739	49,673	57,944

FY2025 - 1st Year	
Bus Monitor -	
Step	Hourly Rates of Pay
1	16.43
2	16.62
3	16.82
4	17.02
5	17.22
6	17.42
7	17.62
8	17.82
9	18.02
10	18.22
11	18.43
12	18.63
13	18.82
14	19.03
15	19.23
16	19.43
17	19.62
18	19.82

FY2026 - 2nd Year	
Bus Monitor -	
Step	Hourly Rates of Pay
1	17.17
2	17.37
3	17.58
4	17.79
5	17.99
6	18.20
7	18.41
8	18.62
9	18.83
10	19.04
11	19.26
12	19.47
13	19.66
14	19.88
15	20.09
16	20.30
17	20.51
18	20.72

FY2027 - 3rd Year	
	Bus Monitor -
Step	Hourly Rates of Pay
1	17.90
2	18.11
3	18.33
4	18.54
5	18.76
6	18.98
7	19.19
8	19.41
9	19.63
10	19.85
11	20.08
12	20.29
13	20.50
14	20.73
15	20.94
16	21.16
17	21.38
18	21.60