

WORKING AGREEMENT

BETWEEN

**PERU ELEMENTARY SCHOOL DISTRICT 124 BOARD OF EDUCATION
PERU, ILLINOIS 61354**

AND

**PERU ELEMENTARY SCHOOL DISTRICT 124 FOOD SERVICE EMPLOYEES
SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL UNION 138**

2008 – 2011

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT, made and entered into July 1, 2008, and in effect to and including June 30, 2011, at Peru, Illinois, by and between the PERU PUBLIC SCHOOLS, DISTRICT 124, 1325 Park Road, Peru, Illinois 61354, hereinafter called the BOARD and the Peru School District 124 Food Service Employees, Service Employees International Union, Local 138, hereinafter referred to as the UNION. The Parties hereto desire to establish terms and conditions upon which employees covered by this AGREEMENT shall work for the BOARD. The BOARD and the UNION agree as follows:

ARTICLE I RECOGNITION

Service Employees International Union, Local 138, is recognized as the sole bargaining agent for all employees who are members of Local Union 138, and employed by the BOARD.

ARTICLE II EMPLOYERS RIGHTS

The UNION recognizes the right of the BOARD to direct the working forces, including the right to hire, and the right to hire, and the right to suspend, reassign or discharge for proper cause. Any contemplated discharge will be preceded by a hearing before the BOARD.

ARTICLE III GRIEVANCE PROCEDURE

The following procedure is established for the presentation and processing, by the UNION, through the BOARD of grievances relative to disputes relative to terms of this AGREEMENT.

A. TIME LIMITS

All time limits consist of all weekdays when the District office is open for business.

B. FAILURE TO PROCEED

No grievance shall be processed or entertained unless it is filed in writing in accordance with the provisions of Step One below.

C. EXTENSION OF TIME LIMITS

The time limits may be extended by the mutual agreement of the parties set forth in writing.

STEP ONE

The aggrieved employee shall submit and identify his/her grievance orally to the Cafeteria Manager within five (5) days of the date upon which the employee knew or reasonably should have known of the event giving rise to the grievance. The Cafeteria Manager shall have five (5) working days to adjust the problem. If the aggrieved employee is not satisfied with the decision rendered by the Cafeteria Manager he/she may proceed to submit his grievance in writing to the Superintendent.

STEP TWO

If the grievance is not resolved at step one, the grievance must be submitted to the Superintendent in writing within five (5) days of the date of the decision of the Cafeteria Manager or if no decision was made, within five (5) days of the date the decision was due. The written grievance shall set forth the essential facts, the contract section(s) allegedly violated and the requested remedy. The Superintendent shall have five (5) working days to adjust the problem. The Superintendent shall give his written decision within five (5) days of his receipt of the grievance.

STEP THREE

If the grievance is not resolved at the second (2nd) step, the grievance may, within five (5) days of the date of the decision of the Superintendent or if no decision was made within five (5) days of the date the decision was due, submit the grievance to the BOARD. The BOARD and the UNION shall meet within ten (10) days of or at the next regularly scheduled BOARD meeting subsequent to the date the grievance was referred to the BOARD. The BOARD will consider the grievance and render a written response to the grievance within ten (10) days of the meeting.

STEP FOUR

If the grievance is not resolved at step three, the grievance may, within five (5) days of the date of the decision of the Board, or if no decision was made by the Board, within five (5) days of the date the decision was due, submit the grievance for binding arbitration to a mutually agreeable arbitrator, or, if agreement cannot be reached in regard to an arbitrator, to an FMCS arbitrator selected pursuant to the procedures of the FMCS. The cost of the arbitrator and any other administration fees of FMCS shall be paid by the parties on an equal basis. All other costs shall be paid by the party incurring the cost. The arbitrator shall make his decision based solely upon the terms and provisions of this agreement. The arbitrator shall have no power to alter, add to, or subtract from the terms of this agreement or require action that is prohibited by law. The arbitrator's decision shall be limited to his interpretation of the meaning or application of the terms of this agreement.

ARTICLE IV **PROBATIONARY PERIOD/SENIORITY/LAY OFF**

A. PROBATIONARY PERIOD

All employees shall be hired on a probationary basis for a period of sixty (60) actual work days. During the probationary period an employee may be discharged or disciplined in the sole discretion of Management without the need to state any reason or conduct any hearing before the BOARD.

B. SENIORITY

Seniority shall be determined as the length of continuous employment effective with the date of last hire, as well as years of service in a particular position. A seniority list shall be prepared and made available by February 1 of each year. Vacant positions will be posted and current employees who apply for a vacant position will be considered. If management determines that skills, abilities and qualifications for the position are equal among internal candidates, seniority shall prevail.

Should the position of Cafeteria Manager or Assistant Cafeteria Manager become vacant and if the Board determines to fill that position, first consideration shall be given to currently employed food service workers who may apply for the position. In making a selection from current employees, the Board will consider seniority as well as other factors including skills, abilities and prior job performance.

C. LAY OFF

Any lay off shall be based upon seniority within the appropriate job category and shall be carried out in accord with the applicable provisions of Section 5/10-23.5 of the School Code.

ARTICLE V
WORK DAY—WORK WEEK—WORK YEAR

The work year is each successive school term. The normal work week shall be Monday through Friday of those weeks during the school term when school is in session. Normal hours of work per day and work days per school term shall be assigned each year by the Cafeteria Manager based upon the needs of the District. Starting and quitting times shall be as established by the Cafeteria Manager in accordance with school requirements.

The Board shall pay time and one-half of the regular straight time hourly rate for all work performed after eight (8) hours in any one day, and/or any hours worked in excess of forty hours in any one work week it being understood that there shall be no pyramiding of overtime.

ARTICLE VI
LEAVE GRANTS

A. SICK LEAVE BENEFITS

Each employee shall be entitled to ten (10) paid sick leave days per school year. Earned unused sick leave shall accumulate without limit. Sick leave shall be granted for personal illness and/or illness in the employee's immediate family or household. The term "immediate" family shall be interpreted to mean parents, spouse, brothers, sisters, children, grandparents, grandchildren, parent-in-law, brothers-in-law and sisters-in-law. The term "Household" shall be interpreted to mean aunt, uncle, niece, and nephew.

The Board may require a physician's certification or a certificate from a spiritual healer for the use of sick leave in excess of the three (3) days or as it may deem necessary in other cases.

At the beginning of each school term each employee shall be advised of his accumulated Sick Leave Credit.

At retirement of at least 55 years of age or older, employees who have a minimum of eight (8) years of consecutive service at the time of retirement shall receive \$25 for each unused sick leave day that is not applied toward the employees' IMRF retirement while in the employment of the district. The maximum accumulation for this purpose shall be no more than 150 days. If an employee who has at least ten years of consecutive service dies before retirement, the benefit amount shall be paid to the employee's beneficiary.

B. WORKERS' COMPENSATION

An employee, absent because of a job related illness or accident which is compensable under the Workers' Compensation Act of the State of Illinois, shall receive from the BOARD the amount equal to the difference between the amount due the employee from the Workers' Compensation Insurance and his regular daily pay. The amount paid by the BOARD shall be prorated in determining the amount of sick leave days to be deducted. (Example) If the BOARD is paying one third of the employee's daily wage, then only one-third sick leave day shall be deducted.

C. BEREAVEMENT LEAVE

Three (3) days of bereavement leave shall be granted for each case where death has occurred in the "immediate family." One (1) day of bereavement leave shall be granted where death has occurred in the "household." This leave is not accumulative and is not charged against the employee's Sick Leave.

D. PERSONAL EMERGENCY LEAVE

One (1) day of emergency personal absence shall be granted each school year. Unused personal leave may accumulate to five (5) days. After an accumulation of five (5) personal leave days, any accumulated unused personal leave beyond five (5) days will be converted to sick leave. Whenever possible, such leaves shall be requested through the Superintendent's Office prior to the date of absence.

E. LEGAL ABSENCE

When jury duty or a court subpoena requires an employee's appearance in court, and the time of the appearance overlaps with any regularly scheduled work hours, a leave of absence for that work day shall be granted to the employee. There shall be no loss in salary because of jury duty or court appearance except that the BOARD may make a deduction equal to the amount received for jury duty or court appearance. This leave shall not be granted if the court appearance is related to a personal problem or self-interest situation.

F. UNIFORM ALLOWANCE

The Board will provide five (5) mix and match sets of uniforms (10 pieces total – pants, shirts, and lab coat) to food service employees.

**ARTICLE VII
WAGES**

The regular hourly rate of pay for employees shall be as follows:

Experience	2008-09	2009-10	2010-11
Year 1	10.00	10.30	10.60
Years 2-5	10.70	11.02	11.35
Year 6-9	11.05	11.38	11.72
10+ Years	11.40	11.74	12.09

The Assistant Cafeteria Manager shall receive an additional \$1.50 per hour for wherever placed on the salary schedule.

ARTICLE VIII
UNUSED SICK DAY COMPENSATION AND MILEAGE

Employees shall receive a payment for unused sick days according to the following schedule:

0 – 3 Sick Days Used	\$600
3.5 – 7 Sick Days Used	\$300
7.5 or More Sick Days Used.....	\$0

To be eligible an employee must be employed as of the last work day of the work year. The payment will be made to eligible employees in a lump sum on the last regular pay day for the work year. Persons employed after the start of the work year and who complete the work year will have this prorated according to the number of days worked and the number of sick days issued.

Any employee who uses their own vehicle for any delivery shall be reimbursed at the applicable IRS rate currently approved by the District.

ARTICLE IX
FAIR SHARE AGREEMENT

No employee shall be required to join the Union as a condition of employment. However, each employee shall join the Union or pay a fair share fee to the Union for the purpose of deferring the costs of services rendered by the Union to non-members, including but not limited to negotiating and administering this Agreement.

In the event an employee does not pay the fair share fee directly to the Union within 30 days following the commencement of employment, the Board shall deduct the fair share fee from the wages of the employee in accordance with the procedures currently established in the district for membership dues deduction.

Annually, the Board will require the Union to certify the amount of this fair share fee, which may not include contributions related to the election or support of candidates for political office.

The obligation to pay a fair share fee will not apply to any employee who, on the basis of either a bona fide religious tenet or a teaching of a church or religious body of which such employee is a member, objects to the payment of a fair share fee to the Union. Upon proper substantiation and collection of the entire fee, the Union will make payment on behalf of the employee to a mutually agreeable non-religious charitable organization as per Union policy and the rules and regulations of the Illinois Educational Labor Relations Board. Any employee objection to fair share shall be handled in accord with the applicable procedures of the Illinois Educational Labor Relations Board.

The Union shall indemnify and hold the Board harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of any action taken or not taken by the Board for the purpose of complying with this Article, or in reliance upon any list or notice furnished by the Union pursuant to this Article.

ARTICLE X
INSURANCE

Employees who are regularly scheduled to work 30 or more hours per each regular work week and are otherwise eligible under the provisions of the District's plans, may elect to participate in the District's group health insurance plan(s) as they may exist from time to time provided that they pay the full cost of such participation.

The Assistant Cafeteria Manager(s) scheduled to work 30 or more hours per each regular work week may participate in the District's group health insurance plan(s) as they may exist from time to time with the Board providing 90% of premium rate, with the Employee to pay 10%.

ARTICLE XI
NO STRIKE, NO LOCKOUT

During the term of this Agreement, the Union will not engage in, initiate, sponsor, direct or support any work stoppage or concerted action of strike, slowdown or picketing or impose duty or obligation upon any member to conduct, assist or participate in a strike or any of the above-mentioned activities. The Board agrees that there shall be no lockout during the term of this Agreement.

ARTICLE XII
ENTIRE UNDERSTANDING

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, BOARD and the UNION, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement may only be amended during the term by the parties' mutual agreement in writing.

ARTICLE XIII
DURATION OF AGREEMENT

This AGREEMENT shall become effective as of the 1st of July, 2008, and all the foregoing provisions shall remain in full force and effect until and including the 30th day of June, 2011.

If any article or section of this AGREEMENT should be found invalid or unlawful by reason of any existing or subsequently enacted State or Federal legislation or by judicial authority, all other articles or sections of this AGREEMENT shall remain in full force and effect for the duration of this AGREEMENT but shall, in all cases, comply with State and Federal Labor Laws.

**FOR THE BOARD OF EDUCATION
OF PERU ELEMENTARY SCHOOL
DISTRICT 124**

President, Board of Education

**FOR THE FOOD SERVICE
EMPLOYEES INTERNATIONAL
UNION, LOCAL UNION 138**

President, Local Union 138