

WORKING AGREEMENT

BETWEEN

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

AND

***PERU ELEMENTARY SCHOOL DISTRICT 124 CUSTODIAL 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 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 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 complaints and grievances to disputes relative to terms of this AGREEMENT.

STEP ONE

The aggrieved employee shall submit and identify his/her grievance orally to his immediate supervisor who will have five (5) working days to adjust the problem. If the aggrieved employee is not satisfied with the decision rendered by his supervisor, he shall proceed to submit his grievance in writing to the building principal who shall have five (5) working days to adjust the problem before the aggrieved employee advances the grievance to the second step.

STEP TWO

The aggrieved employee shall notify the Superintendent in writing of his grievance and arrange for a meeting within ten (10) days between the Superintendent, and/or his designee(s), the aggrieved and his steward. A decision shall be submitted to the aggrieved, in writing, by the Superintendent within five (5) days after this meeting.

STEP THREE

If an agreement cannot be reached in the second (2) step, the BOARD and the UNION shall meet within ten (10) days, and if no agreement can be reached then either party may take the grievance to arbitration for final and binding arbitration of disputes concerning the interpretation and administration of this Agreement as outlined by the Illinois Uniform Arbitration Act and no strike shall be called or permitted as outlined in SB 536, namely the Illinois Labor Relations Act.

ARTICLE IV

SENIORITY

In accordance with equal opportunity rights, seniority shall prevail in the job assignments with the senior employee in terms of service being given first preference for any job opening. If the senior employee in terms of service declines, then the next senior employee in terms of service may apply. This method of selection shall prevail throughout the entire list of employees until one of the employees accepts the job opening. If no employee accepts the job opening, then the least senior employee in terms of service will be assigned.

Any employee who accepts any job opening shall be given a ninety (90) calendar day trial period. If at the end of a ninety (90) calendar day trial period the BOARD deems an employee not qualified due to lack of ability, mechanical knowledge, or any other valid reason, the BOARD, by letter, shall inform the employee and the President of the UNION the reason or reasons that the assignment to this particular job or to the district is terminated. In no case shall the seniority provisions contained in this section require the BOARD to maintain an unnecessary position, or to retain an employee who is not deemed to be qualified for a particular position. In the event of a reduction of a position the BOARD deems as unnecessary, any employee employed on or before July 1, 2008, will not be reduced below his/her regular school year employment status that was held as of July 1, 2008.

The creation of and the qualifications for the Head Custodian position shall be the prerogative of the BOARD. The candidates may be selected from LOCAL UNION 138 or from any other source made available to the BOARD. If in the event a vacancy is created in the Head Custodial position, the BOARD shall retain the right to select the best qualified candidate from LOCAL UNION 138 or from any other source made available to the BOARD.

Whenever any member of LOCAL UNION 138 is assigned, or appointed, by the BOARD, to a position in any supervisory capacity, regardless of title, he or she in accepting that position shall be deemed as permanently assigned to that position after having completed ninety (90) calendar days.

If, at any time, during the period of ninety (90) calendar days, the employee returns to his/her former position last held prior to the appointment, all job placements directly or indirectly affected by his initial assignment must revert to those formerly held.

In the event of reduction in personnel for any reason, the applicable provisions of the Illinois School Code will be followed to determine assignments. Length of seniority shall be determined from the date of his/her initial hiring by the BOARD.

ARTICLE V

WORK DAY—WORK WEEK—WORK YEAR

Eight (8) hours shall constitute a day's work. Forty (40) hours shall constitute a week's work Monday through Friday, or any five (5) consecutive regularly assigned days. The BOARD shall pay time and one-half for all work performed after eight (8) hours in any one day, and/or any time exceeding forty (40) hours in any one week.

ARTICLE VI

LEAVE GRANTS

A. SICK LEAVE BENEFITS

Each full-time employee shall be granted twelve (12) days per year with full pay for absence due to personal illness or injury. Each regularly employed part-time employee shall be granted nine (9) days per year with full pay for absence due to personal illness or injury.

Starting the 11th year of employment, 15 days per year shall be granted for each full-time employee. Accumulated days shall be unlimited.

Any employee who is appointed after July 1st of each fiscal year shall be credited with one day of sick leave for each full month left in the fiscal year.

By July 1st of each year, each employee shall be advised of his/her accumulated Sick Leave Credit.

B. EXTENDED SICK LEAVE BENEFITS AND RETIREMENT COMPENSATION

When an employee is absent because of illness or accident beyond the number of his accumulated sick leave days, he shall be allowed partial pay as follows: One half (1/2) his regular daily pay for a period of 60 working days. The BOARD reserves the right to require a physician's certificate, or if the treatment is by prayer or spiritual means, that of a spiritual advisor or practitioner of such person's faith.

At retirement of at least 55 years of age or older, employees who have a minimum of ten (10) 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.

C. 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.

D. DEFINITIONS

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, parents-in-law, brothers-in-law and sisters-in-law. This includes step family members in the same categories. The term "Household" shall be interpreted to mean aunt, uncle, niece, and nephew.

E. 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 Grant.

F. PERSONAL EMERGENCY LEAVE

Two (2) days for Emergency Absence shall be granted each fiscal year and shall not be accumulative. Whenever possible, such leaves shall be requested through the Superintendent's Office prior to the date of absence. Emergency Absence days shall not be used in sequence without approval from the Superintendent's Office. Unused personal leave days will be added as accumulated sick leave days.

G. 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.

ARTICLE VII
WAGES – CALL OUT – OVERTIME

All hourly rates shall be rounded to the nearest penny.

A. REGULAR FULL-TIME EMPLOYEES

2008-09	Base Salary	\$39,770
	Hourly Rate.....	\$19.12
	Time and One-Half	\$28.68
	Double Time Rate.....	\$38.24
2009-10	Base Salary	\$41,267
	Hourly Rate.....	\$19.84
	Time and One-Half	\$29.76
	Double Time Rate.....	\$39.68
2010-11	Base Salary	\$42,806
	Hourly Rate.....	\$20.58
	Time and One-Half	\$30.87
	Double Time Rate.....	\$41.16

B. PART-TIME EMPLOYEES

2008-09	Hourly Rate.....	\$15.25
	Time and One-Half	\$22.88
	Double Time Rate.....	\$30.50
2009-10	Hourly Rate.....	\$15.82
	Time and One-Half	\$23.73
	Double Time Rate.....	\$31.64
2010-11	Hourly Rate.....	\$16.41
	Time and One-Half	\$24.62
	Double Time Rate.....	\$32.82

In the event of the need for permanent, full-time subbing for a regular, full-time custodian on an extended absence, the full-time pay rate will go into effect after ten (10) consecutive days subbing or working in that position, unless otherwise prorated for a first or second year employee. This full-time rate will continue until the subbing is interrupted, or until the full-time employee returns.

Part-time employees who work over specified breaks and throughout the summer season will be paid at the full-time rate for those times.

C. SUBSTITUTE AND SEASONAL EMPLOYEES*

2008-09	\$12.04 per hour
2009-10	\$12.49 per hour
2010-11	\$12.96 per hour

* Not applicable to extra summer assistants and any County, State or Federal sponsored program, however, such person or persons are subject to ARTICLE XII, Paragraph C. Such persons will have the option of either joining LOCAL UNION 138 or obtaining a working permit issued by LOCAL 138.

1. Shift Differential

Any employee regularly scheduled for working the second shift, or part of the second shift after starting the first shift shall be paid the shift differential for the hours worked after 3:00 p.m., if those hours after 3:00 p.m. comprise more than half of the total shift. The shift differential for the term of the contract is \$100 per contract year for every regularly scheduled hour after 3:00 p.m. during the school term. For example, if the employee works five of eight regularly scheduled hours after 3:00 p.m. during the school year, the shift differential would be \$500 for the year. The shift differential will be paid at the conclusion of the school term.

2. New Employees

Any new employee hired after July 1, 2008 in either a full-time or part-time assignment shall be subject to a probationary period of ninety (90) days. Full-time employees shall start at a wage of \$2.00 less per hour than the existing base salary. A \$1.00 increase per hour shall be granted the new employee following the completion of the first year of satisfactory service and another \$1.00 increase per hour for the second year of satisfactory service.

If an employee is laid off or has hours reduced after completing the ninety (90) day probationary period, said employee shall have recall rights for three (3) years from the date of layoff and shall not lose any accumulated fringe benefits accrued during the initial employment. This pertains to seniority, unused sick leave and longevity.

3. Overtime

Overtime over forty (40) hours of work per week shall be paid at the rate of time and one half, with the following exceptions:

- (a) Overtime on Sundays and holidays shall be double time rates, minimum (2) hours excluding building checks.

4. **Call Back**

Whenever an employee is called back to work, he/she shall be paid at the time and one half rate for all days except Sundays and Holidays, which are double time, except for building checks. The minimum call back, subject to the above overtime rates, will be one hour for security and/or resetting the alarm and two hours for maintenance issues.

5. **Building Check**

During the heating season (Mid-October to Mid-March) a custodian responsible for checking a building, boiler or boilers within that building on weekends and/or holidays shall receive:

- (a) One (1) hour pay at time and one half rate for Saturdays and BOARD "Off-Days."
- (b) One (1) hour pay at double time rate for Sundays and holidays.
- (c) When the ambient temperature or the physical characteristics of a building dictates the need for heat, in any of the buildings prior to Mid-October or after Mid-March, buildings shall be checked on the day preceding the beginning of a school day.

6. **Classifications – Job Descriptions**

(a) **Custodian**

These employees perform routine cleaning, manual labor, building maintenance and other related duties as required. They are subject to call-out for emergency duties such as snow removal, ground maintenance, and material unloading.

Examples of work include, but are not limited to the following: floor care, carpet care, dusting, cleaning, washing, and polishing. Building maintenance would include: equipment adjustments, required replacements, hardware installation, minor carpentry, building security, cartage service, painting and others as assigned.

(b) **Substitute Custodial Employee**

A substitute employee shall be a person fully able to perform the duties required of a full-time employee in the related

classification. This person shall be employed for short periods of time in the absence of a regular employee. Substitutes will not participate in any of the fringe benefits enjoyed by full-time employees.

D. LONGEVITY – FULL-TIME CUSTODIANS

Longevity will be granted at the rate of \$50.00 per year of completed service after five (5) years as per the following sample. Employees working less than eight (8) hours per day shall receive longevity pay on a pro-rated basis after five (5) years. Full payment will be made in a lump sum with the last pay check in June.

After the completion of the 5th year.....	\$250.00
After the completion of the 6th year.....	\$300.00
After the completion of the 7th year.....	\$350.00
After the completion of the 8th year.....	\$400.00

Longevity payments will be made in a lump sum with the last pay check each June.

ARTICLE VIII
VACATIONS

Vacations, with pay, shall be granted to full-time employees employed on June 30, 1990, in accordance with the following schedule:

Less than one (1) year	½ day for each full month
Upon completion of 1 year	Two (2) weeks vacation
Upon completion of 5 years	Three (3) weeks vacation
Upon completion of 10 years	Four (4) weeks vacation

Vacations, with pay, shall be granted to full-time employees hired after June 30, 1990, in accordance with the following schedule:

Less than one (1) year	One half (½) day for each full month
Upon completion of 1 year	One (1) week vacation
Upon completion of 2 years	Two (2) weeks vacation
Upon completion of 9 years	Three (3) weeks vacation
Upon completion of 18 years	Four (4) weeks vacation

Regularly employed part-time employees hired after June 30, 1990, will be granted 75 percent of the vacation days described above, in accordance with the following schedule:

Less than one (1) year	One fourth (¼) day for each full month
Upon completion of 1 year	Four (4) days vacation
Upon completion of 2 years	Eight (8) days vacation
Upon completion of 9 years	Twelve (12) days vacation
Upon completion of 18 years	Fifteen (15) days vacation

All earned vacation credit is paid upon separation from employment. Vacation time not used by June 30 may not carry over to the next year except for extenuating circumstances that are pre-approved by the superintendent.

Holidays will not be charged against an employee's vacation time when they occur during a regular scheduled vacation period. However, that holiday credit must be taken immediately before or after the vacation.

ARTICLE IX HOLIDAYS DEFINED

Note: An "Off-Day" is a non-work day granted by the BOARD with full pay.

A. NEW YEARS DAY – BOARD Work – Double Time

When New Years Day falls on a Saturday or Sunday, the previous Friday shall be an "Off-Day." BOARD Work – Time and one half.

B. KING'S BIRTHDAY – "Off-Day" – BOARD Work – Time and one half.

C. LINCOLN'S BIRTHDAY OR PRESIDENTS DAY – "Off-Day if school not in session." – BOARD Work – Time and one half.

D. PULASKI DAY – "Off-Day if school not in session." If school is in session, then floating holiday must be used on another day school is not in session (for example, Spring Break or summer vacation), and the floating holiday must be used by July 1 of that year.

E. GOOD FRIDAY – "Off-Day" – BOARD Work – Time and one half.

F. MEMORIAL DAY – "Off-Day if school not in session." – BOARD Work – Time and one half.

G. FOURTH OF JULY – When the Fourth of July falls on a Saturday, then Friday, July 3rd will be considered an "Off-Day." When the Fourth of July falls on a Sunday, then Monday, July 5th will be considered an "Off-Day."

Pay Rate – Fourth of July – Double Time.

Pay Rate – On an "Off-Day" – Time and one half.

H. LABOR DAY – BOARD Work – Double Time.

I. VETERANS DAY – "Off-Day" – BOARD Work – Time and one half.

J. COLUMBUS DAY – "Off-Day" – BOARD Work – Time and one half.

K. THANKSGIVING DAY – BOARD Work – Double time.

L. FRIDAY AFTER THANKSGIVING – "Off-Day" – BOARD Work – Time and one half.

M. CHRISTMAS DAY – BOARD Work – Double time. When Christmas falls on a Saturday, then Friday, December 24th and Monday December 27th shall be "Off-Days."

When Christmas falls on a Sunday, then Friday, December 23rd and Monday, December 26th shall be "Off-Days."

When Christmas falls on a Monday, then Friday, December 22nd and Tuesday, December 26th shall be "Off-Days."

When Christmas falls on a Tuesday through Friday, then December 24th shall be an "Off-Day."

Pay Rate – BOARD Work – Time and one half.

N. NEW YEARS EVE – "1/2 OFF DAY" – BOARD Work – Time and one half.

NOTE: Rescheduling of holidays, as passed by Congress, and referred to as "floating holidays" shall be granted, if such a holiday is approved as an Illinois School Code holiday.

ARTICLE X **INSURANCE**

A. REGULAR FULL-TIME EMPLOYEES

The BOARD shall maintain a Life, Health, Hospital and Major Medical insurance program, as selected by the BOARD from time to time, covering regular full-time employees and their dependents. The BOARD shall pay the following:

Single Coverage – BOARD provides 90% of premium rate, with the Employee to pay 10%.

Employee/Child(ren) Coverage – BOARD provides 85% of premium rate, with the Employee to pay 15%.

Employee/Spouse Coverage – BOARD provides 80% of premium rate, with the Employee to pay 20%.

Family Coverage – BOARD provides 75% of premium rate, with the Employee to pay 25%.

In the event the monthly premiums increase at the annual renewal date, the premium shall be shared according to the same formulas above.

Full-time employees who elect no health insurance benefits will receive \$1,000 per contract year in lieu of health insurance benefits from the Board.

Prior to the anniversary date of the insurance coverage, the BOARD and UNION shall meet and discuss the coverages and cost.

The BOARD agrees to require that its insurance carrier offer conversion privileges to all retiring employees. It shall be the responsibility of the retired employee to pay for this converted policy.

For the purpose of this ARTICLE, the term "dependent" has the meaning as set forth in the District's insurance plan as it may exist from time to time.

B. PART-TIME EMPLOYEES

Regularly employed part-time employees scheduled to work at least an annual average of 30 or more hours per week may choose to participate in the District's insurance program and shall contribute proportionately to the annual premium cost on the basis of an 8 hour day.

Employees working less time than described above are ineligible to participate in the insurance program. For part-time employees who fit the eligibility criteria described above, the regularly scheduled hours worked daily divided by 8 times the annual BOARD contributions described above for said employee will equal the District's share of the premium. The balance of the annual premium cost shall be the responsibility of the employee and subject to insurance carrier's approval.

Part-time employees who fit the eligibility criteria described above and who elect no health insurance benefits will receive \$1,000 per contract year in lieu of health insurance benefits from the Board.

ARTICLE XI
CONDITIONS

- A.** When employees are asked to start early on their regular assignment, they shall be allowed to work until their regular quitting time.
- B.** There shall be a member of LOCAL UNION 138 on duty other than the regular assigned when determined as necessary by the administration for activities scheduled by or for the general public, private groups, organizations, individuals, committees, or students before or after regular school hours, weekends, or during summer vacation months. In every case, an additional member will be on duty for all interscholastic athletics, performing arts events, school dances, and graduations. Students may embark and disembark from the premises without the presence of a custodian, and school activities, practice sessions and rehearsals before and after school shall not require a custodian.
- C.** No individual who is not a member of LOCAL UNION 138 shall perform any duties which fall under the jurisdiction of members of LOCAL UNION 138 and as outlined in the Constitution and By-Laws of the SERVICE EMPLOYEES INTERNATIONAL UNION.
- D.** Salary checks will be issued every other Friday for a total of 26 pay periods per year, except for years in which there are 27 pays. If a pay period falls on a legal holiday, payments will be made as conveniently as possible prior to that holiday.
- E.** The BOARD agrees to the use, by the UNION, of a designated bulletin board at each building for posting of the following notices, except that additional notices may be posted with prior mutual agreement.
 - (1) Notices of UNION recreational and social affairs;
 - (2) Notices of UNION elections, appointments, and results of UNION elections;
 - (3) Notices of UNION meetings and activities;
 - (4) Copy of existing working agreement.
- F.** In the event a full-time vacancy is not filled by a full-time employee, a part-time employee shall be given an opportunity to apply for any full-time vacancy.

- G. **Job Posting.** Each vacancy of a new job shall be posted for 5 days giving complete details as to the hours, starting and quitting times, rate of pay, etc., and employees shall, within 4 days, make written application to the Superintendent for such vacancy. (Such posting shall be placed on a suitable and conspicuous location in each of the buildings.)
- H. Suspect employees when summoned by the BOARD or Superintendent for a formal reprimand concerning allegations of misconduct which may lead to disciplinary action can demand that a UNION representative be present during the hearing.
- I. The Board agrees to provide 6 sets of uniforms (shirts and pants) to each regular full-time and part-time employee. The Board will replace worn out and damaged uniforms. Members are responsible to reimburse the district for damaged uniforms due to their negligence.

ARTICLE XII

CARTAGE

A. MISCELLANEOUS ERRAND SERVICES

To compensate Head Custodians for the use of an individual's automobile, as follows:

Washington School and Administration Offices	\$500.00
Northview School	\$500.00
Roosevelt School	\$500.00
To compensate all other regular custodians	\$120.00

Custodians assigned to more than one building shall be reimbursed at the IRS rate per mile for travel between buildings during their shift.

B. DEFINITION OF SERVICES

- (1) When supplies, equipment, reports, etc., are requested by the principal, and/or a member of the administrative staff, it shall be the responsibility of the custodian serving the requesting building to make the pick-up and delivery.
- (2) In addition to intersystem cartage service, the custodian contracting for cartage service may be requested to:
 - (a) Pick-up and deliver materials, supplies or equipment to or from local business firms.
 - (b) Deliver outgoing education films or other parcel post items to the local Post Office or other trucking service offices.
 - (c) Take home students that are not feeling well or have had a minor accident – this would be necessary only when parents have no transportation, and another adult accompanies the employee and child.
- (3) It is mutually agreed that unless a State of Emergency exists, a reasonable amount of time will be allowed for the custodian to schedule the pick-up request into his daily routine.

- C. It shall not be compulsory for any member of this UNION except head custodians to participate in this ARTICLE nor is it to be interpreted to be a prerequisite for any present or future job assignment in any building.
- D. Any member of this UNION who agrees to participate in the requirements of this ARTICLE shall be furnished, by the BOARD, a written statement, or a copy of information that stipulates he is not, nor shall be subject to the results of any litigation brought against him in the performance of the duties listed in this ARTICLE.

ARTICLE XIII **HEAD CUSTODIAN**

- 1. Each building shall have one Head Custodian appointed by the BOARD.
- 2. The Head Custodian of each building shall receive \$500 in annual compensation for his/her additional duties as outlined below.
- 3. The Head Custodian shall be responsible for:
 - a. Planning and scheduling an equalized daily work load and overtime for himself/herself and his/her staff including part-time staff provided they are adequately trained and freely available for any overtime work.
 - b. Normal maintenance (within the limitations of UNION regulations) of the building, grounds and equipment, mechanical and non-mechanical.***
 - c. Planning summer maintenance requirements for his/her building and grounds.
 - d. Maintaining an inventory record of equipment and supplies used in maintaining his/her building and grounds.
 - e. It shall not be compulsory for any member of this UNION to accept the responsibilities as described in this ARTICLE.
 - f. Cartage in his building as outlined in ARTICLE XIII-B.
 - g. Familiarized his/her subordinates with all aspects of the building.

*****Note:** During the term of this Agreement and due solely to the large acquisition of acreage for new school construction, the BOARD reserves the right to review its needs for grass cutting services for all district facilities through either the custodial staff, or through contacted services. In the event the BOARD determines that outside services would be utilized, it is with the understanding that no current employee's job status, for those employed as of July 1, 2008, would be reduced or eliminated.

ARTICLE XIV
DEDUCTION OF UNION DUES

During the term of this AGREEMENT and all extensions thereof and after due notice from the UNION of the respective amounts, the BOARD will deduct, each month, from the compensation due each employee from whom the BOARD has heretofore received or will hereafter receive an assignment in writing signed by the individual employee authorizing the deduction in the form that has been agreed upon, Union Dues, and will remit the same within five (5) days after such pay date to the Financial Secretary of the UNION together with a list of the employees from whom deductions have been made.

In case any dues are erroneously deducted by the BOARD and paid to the UNION under the paragraph above, the UNION will repay said dues to the employees involved.

The UNION shall indemnify the BOARD against any liability arising out of deduction and payment of such dues to the UNION, except where the error is the responsibility of the BOARD. The first (1st) month's dues shall be deducted from the first (1st) pay check issued after the ninety (90) day probationary period.

ARTICLE XV
UNION SHOP

It is the general purpose of this AGREEMENT between the BOARD and the UNION to assure the continuous, harmonious and efficient operation of the system to prevent strikes, slowdowns and other disturbances which interfere with the operation of the system and further setting forth the agreement covering rates of pay, hours of work and conditions of employment to be observed by the parties hereto and in accordance with and subject to the provisions of the National Labor Relations Act.

The BOARD agrees that every employee as outlined in ARTICLE I, upon date of this AGREEMENT, and all new employees who hereafter become employed within this jurisdiction shall, as a condition of continued employment, after the ninety (90) regularly scheduled days worked following their employment or the effective date of this AGREEMENT whichever is later, apply to the UNION for membership therein and tender thereto the periodic dues and initiation fees uniformly required as a condition of acquiring or maintaining membership in the UNION.

If the event part or all of this ARTICLE shall not be permissible because of Federal and/or State Laws, the Board agrees to grant to the UNION the maximum permissible degree of UNION security.

ARTICLE XVI
DURATION OF AGREEMENT

This AGREEMENT shall become effective as of the first (1st day) 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.

Ratified by members of LOCAL UNION 138, SERVICE EMPLOYEES INTERNATIONAL UNION this 10th day of June, 2008.

Passed, and became a part of the minutes, by the BOARD OF EDUCATION, DISTRICT 124, Peru, Illinois 61354 this 6th day of August, 2008.

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

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

President, Board of Education

President, Local Union 138