

WORKING AGREEMENT

BETWEEN

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

AND

**CUSTODIAL SERVICE EMPLOYEES
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 138**

JULY 1, 2016 – JUNE 30, 2021

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT, made and entered into July 1st, 2016, and in effect to and including June 30th, 2021, at Peru, Illinois, by and between the PERU ELEMENTARY SCHOOL DISTRICT 124, 1800 Church Street, Peru, Illinois, 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/she 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/her 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
PROBATIONARY PERIOD/SENIORITY/LAY OFF

A. PROBATIONARY PERIOD

All employees newly hired to the district or experienced employees assigned to a new position shall work on a probationary basis in that position for a period of ninety (90) actual work days. During the probationary period a new employee may be discharged, disciplined or reassigned at the sole discretion of the BOARD without the need to state any reason or conduct any hearing before the BOARD. Existing employees who are under the probationary period of ninety (90) days in a new position will be reassigned back to their previous position at the sole discretion of the BOARD without the need to state any reason or conduct any hearing before the BOARD. If, at any time, during the probationary period of ninety (90) actual work days, the existing 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.

B. 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. The exception to this provision is appointment of the Head Custodian, which is not subject to seniority as explained under Article XIII.

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.

C. LAY OFF

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

Employees with the shorter length of service as listed in order of employment on the District's seniority list must be dismissed first. This seniority list is provided annually for employees to review and will be as most recently approved by the Board of Education.

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 one (1) year 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.

ARTICLE V
WORK DAY AND WORK WEEK

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
LEAVES OF ABSENCE

A. SICK LEAVE BENEFITS

Each employee shall be entitled to 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, fifteen (15) days per year shall be granted for each full-time employee. Any employee who is employed 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. 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, spouses, brothers, sisters, children, grandparents, great-grandparents, grandchildren, great-grandchildren, legal guardian, immediate in-laws, step-family, and those similarly related. The term "Household" shall be interpreted to mean aunt, uncle, niece, and nephew.

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 for the use of sick leave in excess of the three (3) days or as it may deem necessary in other cases.

B. RETIREMENT COMPENSATION

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 eight (8) years of consecutive service dies before retirement, the benefit amount shall be paid to the employee's beneficiary.

Also 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 be eligible upon completion of the retirement year to receive a one time payment of \$1,500.00. This payment shall be in addition to any longevity payment that is due to the employee.

At retirement of at least 63 years of age or older, employees who have a minimum of fifteen (15) years of consecutive service at the time of retirement who decide to retire prior to their 65th birthday, are eligible for single health insurance to be paid by the BOARD from the employee's 63rd birthday until the employee's 65th birthday.

All retirement incentive compensation options require an irrevocable written letter of intent to retire addressed to the Superintendent and approved by the BOARD at least six (6) months in advance of the official retirement date.

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. As an 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. BEREAVEMENT LEAVE

Three (3) days of bereavement leave shall be granted for each case where death has occurred in the "immediate family" as described above under Article VI, Section A. One (1) day of bereavement leave shall be granted where death has occurred in the "household" as described above under Article VI, Section A. This leave will not accumulate nor will it affect sick leave benefits. Absence for attending a funeral other than for the "immediate family" listed above shall result in the loss of a sick leave day.

E. PERSONAL LEAVE

Two (2) days of personal leave shall be granted for each fiscal year. Unused personal leave may accumulate to six (6) days. Any unused personal leave days beyond the six (6) will be converted to sick leave. Personal leave shall be requested from the Superintendent at least one week prior to the date of absence, except in the event of an emergency.

F. 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.

G. EMPLOYEE SICK LEAVE BANK

When any employee of the District is unable to work due to a personal catastrophic illness or injury and has exhausted all available paid leave to which he/she is entitled, that employee may apply for additional paid sick leave days from the sick leave bank. The employee may receive additional leave from the bank up to the number of work days remaining in the school term during which his/her available paid leave is exhausted, assuming those days are available in the bank. Employees are allowed to draw from the bank only for one continuous personal illness or injury and only after they have exhausted all other available paid leave.

The sick leave bank from which days may be withdrawn shall be created by the District's recognized bargaining units and employee groups in consultation with the Superintendent. Employees may voluntarily contribute up to three (3) of their unused accumulated sick leave days to the bank by written authorization to the Superintendent for each instance, and no employee will be obligated to contribute. The Superintendent shall be responsible for obtaining as needed such written authorizations signed by the contributing employees. Any day contributed to the bank by an employee shall be removed from the contributing employee's accumulated leave and maintained in the bank.

ARTICLE VII
WAGES

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

Date of Hire/Experience Factor*	2016-17	2017-18	2018-19	2019-20	2020-21
Before July 1, 2011	23.32	23.92	24.52	25.12	25.72
July 1, 2011 - July 1, 2015	17.49	18.09	18.69	19.29	19.89

*Employees hired on or after July 1, 2015, will earn \$16.00 per hour in the first fiscal year of employment. Pay for those new employees will increase from that level at the same dollar amount of increase provided in the table above.

A. 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.

B. OVERTIME

Overtime over forty (40) hours of work per week shall be paid at the rate of time and one half. Overtime on Sundays shall be double time and holidays shall be at the time and one half or double time rate as shown under Article IX.

C. CALL BACK AND BUILDING CHECK

Whenever an employee is called back to work for security, alarm, maintenance or other emergency issues, he/she shall be paid at the time and one half rate for all days except Sundays and the specified holidays as shown under Article IX, which are at the double times rate. 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.

The same rates of compensation shall apply for building checks, which may be required during the heating season from approximately Mid-October to Mid-March. As necessary, a specified custodian responsible for checking heating and mechanical systems within that building on weekends and/or holidays shall receive one hour of compensation at the specified overtime rates.

D. SUBSTITUTE EMPLOYEES

Substitute employees who work during the regular school term will earn \$13.00 per hour for the term of this contract. In the event of the need for permanent, full-time subbing for a regular, full-time custodian on an extended absence, the pay rate will increase to \$16.00 after ten (10) consecutive days subbing or working in that position. This full-time rate will continue until the subbing is interrupted, or until the full-time employee returns. Substitute employees shall not be entitled to any other benefits included under this Agreement by regular employees of the district.

E. LONGEVITY – FULL-TIME CUSTODIANS

Longevity will be granted according to the following schedule. Full payment for longevity will be made in a lump sum with the last pay in June.

After the completion of the 3 rd year	\$250.00
After the completion of the 7 th year	\$500.00
After the completion of the 10 th year	\$1,000.00
After the completion of the 15 th year	\$1,250.00
After the completion of the 20 th year	\$1,500.00
Upon retirement (plus longevity)	\$1,500.00*

*For employees who meet the guidelines established in Article XI, Section B.

ARTICLE VIII
VACATIONS

Vacation with pay shall be granted to full-time employees after completion of a specified number of years in accordance with the following schedule. Vacation with pay for part-time employees will be prorated according to the percentage of time worked. For example, a half-time (50 percent) employee will earn 2.5 vacation days after one year, 5 vacation days after two years, etc.

Less than one (1) year.....	One Half (½) Day for Each Full Month
Upon Completion of 1 Year	Five (5) Days Vacation
Upon Completion of 2 Years.....	Ten (10) Days Vacation
Upon Completion of 9 Years.....	Fifteen (15) Days Vacation
Upon Completion of 18 Years.....	Twenty (20) Days Vacation

All earned vacation 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

The following holidays are non-work days granted by the BOARD with full pay. Time and one half or double time holidays are indicated when work on specified days is necessary for call back and/or building checks as described under Article VII, Section C.

A. TIME AND ONE HALF HOLIDAYS

KING'S BIRTHDAY

LINCOLN'S BIRTHDAY OR PRESIDENT'S DAY

PULASKI DAY

GOOD FRIDAY

MEMORIAL DAY

VETERANS DAY

COLUMBUS DAY

FRIDAY AFTER THANKSGIVING

NEW YEARS EVE

B. DOUBLE TIME HOLIDAYS

NEW YEARS DAY (When New Years Day falls on a Saturday or Sunday, the previous Friday shall be a holiday at time and one half).

FOURTH OF JULY (When the Fourth of July falls on a Saturday, then Friday, July 3rd will be considered a holiday. When the Fourth of July falls on a Sunday, then Monday, July 5th will be considered a holiday. Time and one half shall be paid for holidays other than the Fourth of July).

LABOR DAY

THANKSGIVING DAY

CHRISTMAS DAY (When Christmas falls on a Saturday, then Friday, December 24th and Monday December 27th shall be holidays. When Christmas falls on a Sunday, then Friday, December 23rd and Monday, December 26th shall be holidays. When Christmas falls on a Monday, then Friday, December 22nd and Tuesday, December 26th shall be holidays. When Christmas falls on a Tuesday through Friday, then December 24th shall be holidays. Time and one half shall be paid for work on holidays other than Christmas Day).

C. FLOATING HOLIDAYS

In the event the BOARD waives any of the above holidays and school is in session, then the employee may take those days as floating holidays, after that holiday has passed. A floating holiday must be used by July 1 of that fiscal year.

ARTICLE X
INSURANCE

Employees who are regularly scheduled to work 30 or more hours for each regular work week and are otherwise eligible under the provisions of the District's plans as selected by the BOARD, may elect to participate in the District's group insurance program. The BOARD will contribute 95 percent for single coverage, 85 percent for single plus child coverage, 70 percent for single plus spouse coverage and 50 percent for family coverage for health, dental and vision insurance for the duration of this agreement. Employees who are covered under another eligible plan will not be eligible for the District's insurance program.

Employees who elect no health insurance benefits will receive \$1,500 per contract year in lieu of health insurance benefits from the BOARD, provided they show proof of health insurance from another source as required by the Affordable Health Care Act. The \$1,500 buyout will be paid in June toward the conclusion of the insurance year.

The BOARD agrees to offer employees a choice in the health insurance program that includes either a Health Reimbursement Arrangement (HRA) plan or a high-deductible Health Savings Account (HSA) plan). Employees will chose their plan at the time of the annual insurance election period.

Full-time employees who initially elect the single Health Savings Account (HSA) option shall receive a \$1,000 HSA contribution for the 2016-2017 school year or the first year of election, and a \$500 contribution each additional year of participation in the HSA. Full-time employees who initially elect one of the family HSA options shall receive a \$2,000 HSA contribution for the 2016-2017 school year or the first year of election and a \$1,000 contribution each additional year of participation in the HSA. Employees may only receive the initial "double contribution" of either \$1,000 for single or \$2,000 for family one time. The HSA contributions will be paid in September toward the beginning of the insurance year.

In the event the monthly premiums increase no more than 5 percent at the annual renewal date, the premium shall be shared according to the same percentages above and the BOARD agrees to leave the health insurance plan and benefits unchanged for that year. Adding or removing employees to or from the plan, or an increase or decrease in participation in the plan among existing employees, will not be calculated in the cost increase from the previous year.

In the event the insurance premium increases more than 5 percent from the previous plan year, it is agreed that plan benefits and/or coverage shall be modified so that the premium increase for the renewal year does not exceed 5 percent over the previous year. The BOARD will consider the recommendations of the Insurance Committee when determining the cost savings required to not exceed 5 percent over the previous year.

An insurance committee consisting one representative of the UNION as well as other employee group representatives will meet as needed to review all pertinent matters related to the health insurance plan, including the need to modify the plan to maintain costs under a five (5) percent increase. The committee shall make such recommendations to the BOARD as it finds appropriate.

Prior to August 1st of each year, the employee must elect either single or dependent coverage or no coverage. No change will be made during the year unless there is a family death, divorce or legal separation, birth of a child, or a change in job status in the immediate family that makes a change necessary. Employees electing to change coverage during the year must pay the additional premium rate. The BOARD agrees that it will not change the current hospitalization insurance plan without prior consultation with the Association.

Employees who resign or are dismissed from employment effective at the end of the school term and who successfully complete the full term of their employment will receive health, dental, vision and life insurance coverage through August 31st of that year. The employee may continue health insurance coverage at his/her own expense beyond that point for a period not to exceed ninety (90) days or such longer period as required by law.

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 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. It is understood that this may require a shift to be temporarily suspended and finished at a later hour to accommodate the work schedule for an event.
- 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. **Job Posting.** Each vacancy of a new job shall be posted internally for 5 days giving complete details as to the hours, starting and ending times and rate of pay. Employees shall make written application to the Superintendent for such vacancy by the specified application deadline. 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 the full-time vacancy.
- G. 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.
- H. The BOARD agrees to provide five (5) 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 for the regular planned use of an individual's automobile, \$500 will be provided annually to the head custodians and \$120 for all other custodians. 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, as well as the pick-up and delivery of materials, supplies or equipment to or from local businesses or organizations, as well as the Post Office or other local delivery service businesses.
 - (2) It is mutually agreed that unless an 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

- A.** Each building shall have one Head Custodian appointed by the BOARD.
- B.** 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.
- C.** The Head Custodian of each building shall receive \$750 in annual compensation for his/her additional duties as outlined below.
- D.** The Head Custodian shall be responsible for:
- (1) 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.
 - (2) Normal maintenance (within the limitations of UNION regulations) of the building, grounds and equipment, mechanical and non-mechanical.
 - (3) Planning summer maintenance requirements for his/her building and grounds.

- (4) Maintaining an inventory record of equipment and supplies used in maintaining his/her building and grounds.
- (5) It shall not be compulsory for any member of this UNION to accept the responsibilities as described in this Article
- (6) Cartage in his building as outlined in Article XII, Section B.
- (7) Familiarized his/her subordinates with all aspects of the building.

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.

In 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 1st of July, 2016 and all the foregoing provisions shall remain in full force and effect until and including the 30th of June, 2021.

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 14th day of May, 2016.

Approved, and became a part of the minutes, by the BOARD OF EDUCATION, PERU ELEMENTARY SCHOOL DISTRICT 124, Peru, Illinois this 18th day of May, 2016.

FOR THE BOARD OF EDUCATION
OF PERU ELEMENTARY SCHOOL
DISTRICT 124

FOR THE SERVICE EMPLOYEES
INTERNATIONAL UNION,
LOCAL UNION 138

James Renk

President, Board of Education

William Twardowski

President, Local Union 138

MEMORANDUM OF UNDERSTANDING

SUPPLEMENTAL TO THE 2016-2021 WORKING AGREEMENT BETWEEN THE BOARD OF EDUCATION, PERU ELEMENTARY SCHOOL DISTRICT 124 AND CUSTODIAL SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 138

This Memorandum of Understanding serves as a supplemental agreement between the Board of Education of Peru Elementary School District 124, LaSalle County, Illinois, hereinafter referred to as the "Board" and Custodial Service Employees International Union Local 138, hereinafter referred to as the "Union".

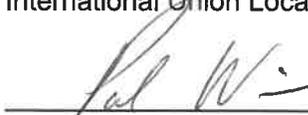
The purpose of this Memorandum of Understanding is to clarify and provide consistency with language in Article IX, Sections A and B, related to recognized paid holidays. The clarified language does not change anything from past practice, but provides consistency with past practice and contract language. This includes the previous omission of Christmas Eve from time and one half holidays, as well as clarified and consistent language between the New Years Day and Christmas Day holidays.

The modified language is attached as a reference and incorporated as shown into the existing contract, after clarification discussions between representatives of the Board and the Union. This language is understood to be incorporated into the existing Agreement effective the date below.

This Memorandum of Understanding is dated this 19th day of April, 2017.

In witness thereof:

For the Custodial Service Employees
International Union Local 138



President

For the Board of Education,
Peru Elementary School District 124



President

MEMORANDUM OF UNDERSTANDING

SUPPLEMENTAL TO THE 2016-2021 WORKING AGREEMENT BETWEEN THE BOARD OF EDUCATION, PERU ELEMENTARY SCHOOL DISTRICT 124 AND CUSTODIAL SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 138

This Memorandum of Understanding serves as a supplemental agreement between the Board of Education of Peru Elementary School District 124, LaSalle County, Illinois, hereinafter referred to as the "Board" and Custodial Service Employees International Union Local 138, hereinafter referred to as the "Union".

The purpose of this Memorandum of Understanding is to modify language in Article IX, Section A, related to recognized paid holidays. Public Act 101-0642 makes Nov. 3, 2020 "2020 General Election Day" a legal school holiday. A waiver request to hold school activities for this holiday cannot be honored. The 2020 Election Day on November 3, 2020 will be added to the legal school paid holidays. The clarified language does not change anything from past practice, but provides consistency with past practice and contract language.

The modified language is attached as a reference and incorporated as shown into the existing contract, after clarification discussions between representatives of the Board and the Union. This language is understood to be incorporated into the existing Agreement effective the date below.

This Memorandum of Understanding is dated this 20th day of August, 2020.

In witness thereof:

For the Custodial Service Employees
International Union Local 138

President

For the Board of Education,
Peru Elementary School District 124



President

