

WORKING AGREEMENT

BETWEEN

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

AND

***FOOD 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 61354, hereinafter called the BOARD and the Peru Elementary 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 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 Food Service Director 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 Food Service Director shall have five (5) working days to adjust the problem. If the aggrieved employee is not satisfied with the decision rendered by the Food Service Director, he/she may proceed to submit his/her 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 Food Service Director 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 a Federal Mediation and Conciliation Service (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 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

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, and shall include all employees of the food service program. Vacant positions will be posted and current employees who apply for a vacant position will be considered. If the Superintendent determines that skills, abilities and qualifications for the position are equal among internal candidates, seniority shall prevail.

Should the position of Food Service Director or Assistant Food Service Director 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 accordance with the applicable provisions of Section 5/10-23.5 of the *Illinois School Code*.

**ARTICLE V
WORK DAY—WORK WEEK—WORK YEAR**

A. PAID WORK HOURS AND DAYS

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 Superintendent based upon the needs of the District. Starting and quitting times shall be as established by the Superintendent in accordance with school requirements.

With the exception of work required as provided in Article V, Section B, the BOARD shall pay time and one-half of the regular 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.

B. UTILIZATION OF FOOD SERVICE STAFF FOR OTHER FUNCTIONS

A minimum of one food service worker will be called upon to assist for any outside or school event that utilizes the kitchen facilities outside of normal kitchen operation hours. Compensation for this extra duty will be at the overtime rate, regardless of hours worked for that day or week. To determine who will work extra events, the food service worker seniority list will be utilized. The UNION member with the most seniority will have first opportunity to cover the event. If this person is unavailable or refuses the event, then that worker will go to the bottom of the extra duty list and the next senior food service worker will have the opportunity and so on. This will continue from one year to the next. It will be the responsibility of the food service staff to maintain the order for extra duty workers from year to year.

ARTICLE VI
LEAVES OF ABSENCE

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, 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.

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. 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.

C. 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" or "household" listed above shall result in the loss of a sick leave day.

D. PERSONAL LEAVE

Two (2) days of personal leave shall be granted for each school year. Unused personal leave may accumulate to six (6) days. Any accumulated unused personal leave beyond six (6) days will be converted to sick leave. Whenever possible, 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.

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. 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**

A. HOURLY RATE

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

| Experience | 2016-17 | 2017-18 | 2018-19 | 2019-20 | 2020-21 |
|--------------------|----------------|----------------|----------------|----------------|----------------|
| Year 1-5 | 12.85 | 13.11 | 13.37 | 13.70 | 14.11 |
| Years 6-10 | 13.35 | 13.62 | 13.89 | 14.24 | 14.66 |
| Years 11-15 | 13.85 | 14.13 | 14.41 | 14.77 | 15.21 |
| Years 16-20 | 14.35 | 14.64 | 14.93 | 15.30 | 15.76 |
| Years 21+ | 14.85 | 15.15 | 15.45 | 15.84 | 16.31 |

The Assistant Food Service Director shall receive an additional \$1.75 per hour for wherever placed on the salary schedule and the Food Service Director shall receive an additional \$4.75 per hour for wherever placed on the salary schedule.

B. MILEAGE

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

C. UNIFORM ALLOWANCE

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

ARTICLE VIII
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 IX
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 X **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 XI
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 XII
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 day 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 FOOD SERVICE
EMPLOYEES INTERNATIONAL
UNION, LOCAL UNION 138

James Renk

President, Board of Education

William Twardowski

President, Local Union 138