

WORKING AGREEMENT

BETWEEN

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

AND

**FOOD SERVICE EMPLOYEES
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 138**

JULY 1, 2021 – JUNE 30, 2026

COLLECTIVE BARGAINING AGREEMENT

This Agreement, made and entered into July 1st, 2021, and in effect to and including June 30th, 2026, at Peru, Illinois, by and between the Board of Education of Peru Elementary School District 124, LaSalle County, Peru, Illinois, hereinafter referred to as 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.

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/her 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/her 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. A reason may be granted upon request but will not constitute a 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/her 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 1st 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*. A five (5) day notice, per Section 5/10-23.5 of the *Illinois School Code*, will only be enacted in Act of God circumstances resulting in an unforeseen reduction in student population for an anticipated extended period of time.

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 (1) day, and/or any hours worked in excess of forty (40) hours in any one (1) work week. Whenever an employee is called back to work, he/she shall be paid at the time and one-half rate. The minimum call back will be one (1) hour. Any time over one hour will be paid in hourly increments. (Example: 1:15 minutes = 2 hours)

B. UTILIZATION OF FOOD SERVICE STAFF FOR OTHER FUNCTIONS

A minimum of one (1) 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	2021-22	2022-23	2023-24	2024-25	2025-26
Year 1-5	14.46	14.90	15.34	15.73	16.12
Years 6-10	15.41	15.87	16.35	16.75	17.17
Years 11-15	16.21	16.70	17.20	17.63	18.07
Years 16-20	17.01	17.52	18.04	18.49	18.95
Years 21+	17.81	18.34	18.90	19.37	19.85

The Assistant Food Service Director shall receive an additional hourly compensation of:

2021-22	2022-23	2023-24	2024-25	2025-26
2.00	2.06	2.12	2.17	2.23

The Food Service Director, if a part of the union, 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 \$285 per food service employee for industry approved uniforms and footwear. Uniforms and industry approved footwear will be worn at all times when on duty.

ARTICLE VIII
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. A list of the employees from whom deductions have been made will be submitted on the first pay period of the fiscal year. Whenever a change in the list occurs, a notice of the change will be sent to the Union with the check.

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 employee involved.

The Union and its members shall indemnify the Board against any liability arising out of the 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 paycheck issued, continuing thereafter twice per month.

ARTICLE IX
INSURANCE

Employees who are regularly scheduled to work thirty (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 health, dental, and vision insurance program. The Board shall pay during the term of this Agreement the health, dental and vision insurance benefits and individual or family level contributions equivalent to those in the current teacher contract, and the employees in the Union shall be under the same insurance program with the same terms and conditions as the current teacher contract.

The Board agrees that it will not change the current health insurance plan without prior consultation with the Association. An insurance committee consisting of one (1) 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 reasonable insurance costs. The committee shall make such recommendations to the Board as it finds appropriate.

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

Throughout 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, the 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, 2021 and all the foregoing provisions shall remain in full force and effect until and including the 30th of June, 2026.

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 16th day of June, 2021.


Approved, and became a part of the minutes, by the Board of Education, Peru Elementary School District 124, Peru, Illinois this 16th day of June, 2021.

For the Board of Education,
Peru Elementary School District 124



President, Board of Education

For the Food Service Employees
International Union, Local Union 138



President, Local Union 138

MEMORANDUM OF UNDERSTANDING

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 Food Service Employees Service Employees International Union Local 138, hereinafter referred to as the "Union".

The purpose of this Memorandum of Understanding is to make clear the practices of testing, reporting, and quarantining as related to Executive Order 87.

1. Unvaccinated Union members (or Vaccinated Union members that choose to test voluntarily) will be tested once per week using the SHIELD program. Union members will test from 8:00 am thru 3:00 pm in a designated area on a designated day at either Parkside or Northview.
2. Results for Union members will be accessible to district nurses, the superintendent, and the staff tested via the portal.
3. All Union members will be given a maximum of 10 Covid Days for the 2021-2022 school year.
4. Unvaccinated Union members that need to quarantine for a duration specified by the LaSalle County Health Department will use personal sick leave.
5. Vaccinated Union members who test positive or are symptomatic will be quarantined for a duration specified by the LaSalle County Health Department. Up to 10 COVID days may be used during quarantine.
6. If a Union member's child has been ordered to quarantine by the child's school or the LaSalle County Health Department, up to 10 COVID days may be used during quarantine for childcare purposes.

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 October, 2021.

In witness thereof:

For the Food Service Employees Service Employee
International Union Local 138



President

For the Board of Education,
Peru Elementary School District 124



President