

**AGREEMENT BETWEEN
THE LASALLE-PERU TOWNSHIP HIGH SCHOOL
BOARD OF EDUCATION SCHOOL DISTRICT 120**

and the

**BUILDING SERVICE EMPLOYEES
LOCAL 138
(Security Personnel)**

2018-2023

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**LASALLE-PERU TOWNSHIP HIGH SCHOOL
LASALLE, ILLINOIS**

**WORKING AGREEMENT WITH
BUILDING SERVICE EMPLOYEES
(SECURITY PERSONNEL)
JULY 1, 2018 TO JUNE 30, 2023**

THIS AGREEMENT, made and entered into this 19 day of December 2018 and in effect to and including the 30th day of June, 2023 at LaSalle, Illinois, by and between the LASALLE-PERU TOWNSHIP HIGH SCHOOL, DISTRICT NO. 120, 541 Chartres Street, LaSalle, Illinois, 61301, and the Service Employees International Union, Local 138, who are employees of School District No. 120. The parties hereto desire to establish terms and conditions upon which employees covered by this AGREEMENT shall work for the District. The BOARD and the UNION agree as follows:

**ARTICLE I
RECOGNITION**

The Board of Education of School District 120, LaSalle County, LaSalle, Illinois, (the "Board") recognizes the Service Employees' International Union Local 138 (the "Union") as the sole and exclusive negotiations agent for all regular full-time personnel, excluding all managerial, confidential, supervisory, students, or short-term employees as defined by Section 2 of the IELRA.

**ARTICLE II
BOARD AND EMPLOYEES RIGHTS**

A. Board Rights

It is recognized that the Board of Education and Administration hereby retain and reserve unto themselves all rights, powers, authority, duties and responsibilities conferred upon or vested in them by law, including without first negotiating with the Union during the term of this agreement, the right to determine the purpose, mission, object and policies of the School District; to determine the facilities, method, means, equipment, procedure, and personnel required to conduct School District programs, to administer the personnel system of the School District, including the recruitment, selection, appointment, evaluation, training, retention, promotion, assignment, discipline, suspension, demotion, and discharge of employees; to direct, supervise, schedule and assign the work force; to establish standards and efficiency of the employees and the operation of the School District; and to take whatever actions may be necessary or appropriate to carry out the objectives of the School District. The parties agree that all customary and usual rights, powers, functions, and authority possessed by management are vested in the Board of Education and Administration, and they shall continue to exclusively exercise such powers, duties, and responsibilities during the period of this Agreement except as limited by the specific and express terms of this Agreement.

B. Employees Rights

Employees shall have the right to appear before the Board and present any reasons, which he/she feels would justify why the proposed discharge is unwarranted. To appear before the Board, the employee must submit a written request to the superintendent within five (5) days of the notice of the proposed discharge. He/she shall also have the right of being accompanied by a Union representative at any such meeting.

**ARTICLE III
GRIEVANCE PROCEDURE**

A. Definitions

1. Any claim by the Union or an employee that there has been a violation, misinterpretation or misapplication of the terms of this Agreement shall be a grievance.

B. Basic Principles

1. Every member of the bargaining unit, or the Union shall have the right to present a grievance (s) in accordance with the procedure outlined in this Article.
2. All parties have the responsibility to consider and take action within the periods of time and within the authority delegated to them in this Article.
3. If a member of the bargaining unit or the Union fails to pursue the appropriate step within the time limits established in the grievance procedure, the alleged grievance shall be dropped. If the Board or its administrator fails to respond within the time limit established, the grievant shall have the right to appeal the grievance to the next step.
4. A grievance may be withdrawn at any level without establishing precedent and, if withdrawn, shall be treated as having never been filed.
5. Members of the bargaining unit involved after the Second Step of the grievance procedure may request Union representation at any grievance meeting.
6. All time limits shall consist of workdays.

C. Procedure

1. First Step. An in-person contact by the grieving party shall be made to resolve any alleged grievance by means of an informal, verbal discussion between the aggrieved and the immediate supervisor within ten (10) work days of the occurrence of the event that purportedly caused the alleged grievance.
2. Second Step. If the alleged grievance cannot be resolved in Step One the employee or the Union may present the grievance in writing to the immediate supervisor within twenty (20) work days of the occurrence of the event that

purportedly caused the alleged grievance. The written grievance shall identify the grievant, include a detailed description of relevant facts, identify all provisions of the contract allegedly violated, and describe the remedy requested. The employee and the Union shall be provided with the immediate supervisor's written response within ten (10) workdays following receipt of the written grievance.

3. Third Step. If the grievance is not resolved in Step Two, then the Union may appeal the grievance in writing to the Superintendent or designee within ten (10) workdays after receipt of the Step Two answer. Within ten (10) workdays of receipt of written appeal of the Step Two decision, the Union shall be provided with the written response of the Superintendent or designee.
4. Fourth Step. If the grievance is not resolved in Step Three, the Union may appeal the grievance in writing to the Secretary of the Board of Education within ten (10) work days after receipt of the Step Three answer. Further, the Union must include in the appeal its reasons supporting that the alleged grievance is a violation, misinterpretation or misapplication of the Board-Union Agreement. The Personnel Committee of the Board shall hear the alleged grievance within fifteen (15) workdays with such parties as either group may desire. The hearing shall be closed at the request of either group. The Union shall be provided with the written response of the Board within fifteen (15) workdays after the hearing.
5. Fifth Step. In the event that the grievance has not been satisfactorily resolved in Step Four of the Grievance Procedure, the Union may request in writing within twenty (20) work days that the matter go to arbitration. The Union shall request a panel of five arbitrators from the Federal Mediation and Conciliation Service. If the Board, or their designee, and the Union are unable to agree upon one of the panel members to resolve the grievance, an arbitrator shall be chosen by each party alternately striking one name from the list until only one name remains. The Union shall strike the first name the Board shall strike the second name, etc.
 - a. Basis of Decision. The arbitrator shall consider and decide only the specific issues submitted to him/her in writing and shall be based solely upon his/her interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented.
 - b. Arbitration Cost. Each party shall pay the cost of expenditures incurred by it in connection with the arbitration. The cost of the arbitration and the arbitrator's copy of the proceedings shall be borne equally by the Employer and the Union. Should either party desire a copy of the proceeding, the party requesting the copy shall pay the cost of the copy.

ARTICLE IV
SENIORITY/REDUCTION-IN-FORCE/VACANCIES

A. Seniority Definition

1. Length of continuing service in the School District; provided, however, that unpaid leaves of absence shall not be counted in determining seniority. In addition, leaves of absence shall not constitute an interruption or break in continuing service for seniority purposes.
2. If the years of total continuous service in the School District are equal between two or more employees, then seniority shall be determined by total service in the School District, whether or not continuous.
3. If the years of total service in the School District are equal between two or more employees, then seniority shall be determined by (a) greater number of months employed per year, and (b) greater number of hours in normal workday.
4. If two or more employees remain equal after application of the factors set forth in (1 through 3) above, the employee having the greater seniority shall be determined by lot.

B. Reduction-in-Force

1. Reduction-in-Force Procedures

In the event of a reduction-in-force affecting bargaining unit employees, the Board shall first dismiss the least senior employee as defined in Section A. Employees who are removed or dismissed for such reasons shall receive written notice of dismissal by certified mail at least 30 days prior to the date of layoff as required by The School Code.

An employee who is reduced shall be provided the following:

- a. The opportunity to purchase district health insurance for 18 months.
 - b. Seniority shall continue as long as the employee has recall rights as defined by law.
2. Recall Procedures

If a vacancy occurs for the following school term or within one calendar year from the beginning of the school term following the reduction-in-force, the Board shall offer the vacant position to the employee with the most seniority on the recall list that is qualified to hold the position. Any recalled employee shall retain his previously accumulated seniority for the period after the dismissal and prior to re-employment.

The Board of Education shall mail by certified mail, returned receipt requested, to the eligible employee's last known address notice of the vacancy. To be recalled the eligible employee must respond in writing within seven days of the mailing of the notice by the Board. The employee's failure to notify the Board of acceptance of any vacancy shall constitute rejection of the offer of employment. Any employee who rejects an offer of an available position shall be deemed to have waived his recall rights under the applicable sections of The School Code and will no longer be eligible for any vacant positions that become available during the recall period.

C. Vacancies

1. Posting of Vacancies

If a vacancy occurs in a position covered by this Agreement as a result of resignation, termination, promotion or new position, such vacancy shall be posted for at least five (5) working days. The posting shall provide a complete job description including hours, base wage, job classification, etc., and employees shall be allowed four (4) working days in which to make a written application for such vacancy, assignment or job. Application shall be made to the Superintendent or designee. It shall be the responsibility of the Board secretary to send a copy of the vacancy notice to the Secretary-Treasurer of the union. Such posting shall be placed in a suitable and conspicuous location in each building.

2. Application/Selection Process

a. Employees may apply for a vacancy by submitting a written application to the Superintendent or designee in accordance with the timeline established in the posted notice. If a current employee has the skills and abilities comparable to an outside applicant, the employee will be given first opportunity to be considered for the vacancy. The employer shall inform applicants of its decision on selection of posted positions.

3. Training. To the extent practicable, new employees will be hired in advance of anticipated vacancies so they can receive training. The Board and Union believes strongly that all new employees be mentored and trained in order to successfully transition into their new positions. The Board and Union also believe that all current employees receive on-going and continuous training in order to advance their skills and knowledge.

**ARTICLE V
WORKING CONDITIONS**

A. Work Day

The normal workday shall be eight hours per day. Employees shall receive a thirty (30) minute unpaid lunch and two (2) fifteen (15) minute paid breaks scheduled with the approval of the immediate supervisor.

B. Work Week

The normal work week shall be forty (40) hours per week. The work week will normally be five (5) consecutive days, Monday through Friday.

C. Shifts

1. Normal Shifts:

Inside Security: 7:00 am to 3:30 pm

Inside Security: 6:30 am to 3:00 pm

Outside Security: 7:15 am to 3:45 pm

Disciplinary Study Program: 7:00 am to 3:30 pm

Greeter: 7:15 am to 3:45 pm

2. Exceptions: The Board reserves the right to change shifts when it is deemed to be in the best interests of the district, with five (5) days notification.

D. Evaluation

Each employee shall be evaluated annually by his or her immediate supervisor. The evaluation shall be placed in the employee's personnel file.

E. Personnel File

Employees shall receive copies of materials placed in their personnel file, except confidential recommendations. The employee has the right to submit a letter of rebuttal within twenty (20) days to any material placed in his/her file.

F. Uniforms

The Board shall furnish uniforms for the security staff. New employees will receive 3 polo shirts and 1 pullover in their first year of employment. Current employees shall receive an annual \$95 clothing allowance.

G. Bargaining Unit Names

The District shall honor employees' individually authorized deduction forms, and shall make such deductions in the amounts certified by the Union for union dues, assessment, or fees. Authorized deductions shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deductions. Dues revocations are processed by and between the Union and the employees, and the District shall not be expected to work directly with employees regarding such deductions. In the event that an employee revokes his or her dues in accordance with their terms in which he or she authorized the dues deductions, the Union will notify the employer immediately after the close of the revocation window.

The District agrees to remit these dues and/or fees to the Union once each month that dues/fees are deducted. A list of employees for whom deductions have been made and the amount of each deduction shall accompany the first remission. Any changes in personnel from the list previously furnished shall be submitted to the Union president or designee with the names, addresses, salary and step placement within five (5) workdays (regarding all new employees).

The Union shall indemnify and hold harmless the District, its Board, its members, officers, agents, and employees (collectively referenced herein as the "District") from and against any and all claims, demands, actions, complaints, suits, judgments, administrative decisions, or other forms of liability (monetary or otherwise), including, but not limited to, attorney fees, court costs and interest that shall arise out of or by reason of any action taken or not taken by the District for the purposes of complying with any of the provisions of this Article, or in reliance on any list, notice, certification, affidavit, assignment or other information furnished under any of such provisions. If an improper deduction is made and remitted to the Union, then the Union shall promptly refund any excess amount directly to the employee involved. The District will notify the Union of any written claim, demand, or suit arising from this section.

H. Meetings

During non-working time and with the advance approval of the Superintendent or designee employees may meet on school property. Employees shall not work on union business during working time.

I. Bulletin Board

The Board agrees to the use, by the union, of a designated bulletin board in the main building for the posting of the following notices, except that additional notices may be posted with prior mutual agreement:

1. Notices of recreational and social affairs.
2. Notices of elections, appointments and results of elections.
3. Notices of meetings and activities.

4. Copy of current working agreement.

ARTICLE VI LEAVES

A. Sick Leave

For personal illness, serious illness or death in the employees' immediate family, an employee shall be allowed the following:

1. Twelve (12) days up to 10 years of service.
2. Fourteen (14) days for 11 to 20 years of service.
3. Sixteen (16) days after 20 years of service.

There shall be no limit on the number of sick days an employee may accumulate. Immediate family as herein used means wife, husband, children, brothers, sisters, father, mother, grandparents, grandchildren, also in-laws similarly related. Exceptions may be made by the Superintendent for other relatives who because of special circumstances would be considered a member of the immediate family.

Statement from Physician. The Superintendent may require written verification by a licensed physician for any absence chargeable as sick leave.

B. Bereavement Leave

Three (3) days for bereavement leave shall be granted for each case where death has occurred in the "immediate family." This leave is not to be accumulated and is not charged against the employee's sick leave.

One (1) day for bereavement leave shall be granted for each case where death has occurred in the employees' "household." The term "household" shall be interpreted to mean aunt, uncle, niece and nephew.

C. Personal Business Leave

1. Two (2) days per year may be granted as personal business leave; however, a request for this day must be made to the administration at least two (2) days in advance. The decision of the administration shall be final. The intent of personal business leave is to provide added protection for the employee so that the employee will not suffer loss of salary for conducting necessary personal business, the time of which occurrence is not within the employee's control, requires his/her personal attention and necessitates the absence of the employee from work.
2. Requests for personal leave may be denied if the request is during the first five or last five school days of the school year, in conjunction with a school holiday, or

if granting the leave would reduce the number of regular staff to an unworkable number.

3. Guidelines applicable to the above provisions.

- a. Emergencies. In the case of an emergency, the above two-day leave notice may be waived if approved by the administration.
- b. Secondary Employment or Business Venture. Personal business leave cannot be related to some form of secondary employment or business venture.
- c. Conversion to Sick Leave. Personal Business Days that are not used during the school year shall be converted to sick leave days on July 1.

D. Inclement Weather

On days when all staff are released prior to the end of the work day for inclement weather or other unsafe conditions, or when the entire school day is cancelled, employees shall have the option to use accumulated paid leave (personal or sick) to not suffer loss of pay.

E. Legal Absence

A leave of absence shall be granted to any employee that has been summoned for jury duty or subpoenaed to appear before a legal panel and there shall be no loss in salary, except that the Board may make a deduction equal to the amount received for jury duty or court appearance.

**ARTICLE VII
WAGES**

A. Wages

Staff Member	2018-2019	2019-2020 (2.5%)	2020-2021 (2.5%)	2021-2022 (2.5%)	2022-2023 (2.5%)
Jean Ganze	\$26.71	\$27.38	\$28.06	\$28.76	\$29.48
Randy Huebbe	\$14.76	\$15.13	\$15.51	\$15.90	\$16.30
Rick Truskoski	\$14.51	\$14.87	\$15.24	\$15.62	\$16.01
Jill Fanti	\$13.20	\$13.53	\$13.87	\$14.22	\$14.58
Deb Wallace	\$13.20	\$13.53	\$13.87	\$14.22	\$14.58

B. New Employee Starting Hourly Rate

New employees hired during the term of this contract will be placed at the following starting wages and will receive the contractually agreed upon percentage increase in the ensuing years.

Inside Security: \$14.76

Outside Security: \$14.51

Greeter: \$13.20

Disciplinary Study Program: \$13.20

C. Overtime and Double Time

1. Work qualifying as overtime (hours worked in excess of 40 hours in any one week) shall be paid at the rate of time and one-half of the employee's regular hourly rate.
2. Work scheduled on Sunday shall be double time rates.
3. All overtime shall be divided among the employees as equally as possible.

D. Pay Periods

Pay periods will be every second Friday. If a pay period falls on a legal holiday, payments will be made as conveniently as possible prior to that holiday.

E. Early Retirement Incentive

Upon receipt of an employee's written irrevocable notice of intent to retire from District 120, the employee shall receive an hourly enhancement of 3.5% in their final year of employment in addition to his/her scheduled hourly rate of pay. The employee shall submit the written irrevocable notice of intent to retire no later than September 15, prior to the school year in which the retirement plan is to begin. The employee must have a minimum of ten (10) years of continuous full-time service to the District preceding retirement.

**ARTICLE VIII
HOLIDAYS**

The Board shall designate at the beginning of each school year the holidays and observances for which employees shall be paid, provided the holiday occurs in a week in which the employee is scheduled to work. In the event that school is held on a holiday the employee will not receive additional pay or time.

**ARTICLE IX
PAYMENT FOR UNUSED SICK LEAVE DAYS**

At retirement, employees shall receive \$25 for each unused sick leave day that is not applied toward the employees' IMRF retirement (maximum accumulation for this purpose equals 150 days) while in the employment of the district. If the employee dies after age 50, before retirement, or after 20 years' service, the benefit amount shall be paid to the employee's beneficiary.

**ARTICLE X
INSURANCE**

A. Health & Dental/Vision Insurance

Employees may participate in the District 120 insurance program with the eligibility, terms, and benefits as stated in the Summary Plan Description and Plan Document. The employee's share of the premium shall be established on a district-wide basis.

B. Life Insurance

Board-paid life insurance will be provided each employee in the amount of \$30,000.00.

**ARTICLE XI
EFFECT OF AGREEMENT**

A. Duration

This AGREEMENT shall become effective as of the 1st day of July 2018, and all foregoing provisions shall remain in full force and effect until and including the 30th day of June 2023.

B. Amendment and Modification

This agreement constitutes the sole and entire existing agreement between the parties in respect to pay, wages, hours of employment or other conditions of employment, which shall prevail during the term of this Agreement. It supersedes all prior practices, whether written or oral, and expresses all obligations of and restrictions imposed upon the employer and the union. This contract is subject to amendment only by a subsequent written agreement between and executed by the Union and the Employer. This Agreement may be reopened by mutual written consent of the Board and the Union.

C. Complete 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 matter not removed by law from the area of collective bargaining, and that the understanding 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 life of this agreement, each voluntarily and unqualifiedly, waives the right to bargain collectively with respect to any matters covered in the Articles of this Agreement.

D. No Strike/No Lockout

1. During the term of this agreement there shall be no strikes, work stoppages, slowdowns or intentional interruptions of educational duties by either Local 138 or the employees covered by this Agreement. It is understood and agreed that any employee violating this provision of the Agreement shall be subject to disciplinary action by the Board to the extent of and including dismissal.
2. The Board agrees that it will neither conduct nor condone any lockout of employees because of labor dispute for the duration of this Agreement.

E. Savings Clause

Should this Article, or any article, section or language of this Agreement, be declared illegal by a court of competent jurisdiction, then that article, section or language shall be deleted from this Agreement to the extent that it violates a law. The remaining articles, sections and language shall remain in full force and effect.

F. Title VII/ADA

The Board and the Union recognize that in all cases of conflict between Title VII of the Civil Rights Act and/or the Americans With Disabilities Act and any provision of this collective bargaining agreement, or any practice under any provision of the collective bargaining agreement, then in that event Title VII and/or the Americans With Disability act shall prevail.

G. Ratification


The parties to this Collective Bargaining Agreement have duly approved and ratified same, and have hereunto set their hands as follows:

Ratified by members of LOCAL UNION 138, SERVICE EMPLOYEES INTERNATIONAL UNION at their regular monthly meeting this 6th day of December 2018.

Passed, and became a part of the minutes by the BOARD OF EDUCATION, DISTRICT 120, LaSalle, Illinois, 61301, this 19 day of Dec 2018.



President, Board of Education



Union Representative
Building Service Employees Union

Date: 12-19-2018

Date: 12-6-18



Secretary, Board of Education

Date: 12-19-2018