

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

and the

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

2017-2022

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**LASALLE-PERU TOWNSHIP HIGH SCHOOL
LASALLE, ILLINOIS
WORKING AGREEMENT WITH
BUILDING SERVICE EMPLOYEES
(CAFETERIA PERSONNEL)
JULY 1, 2017 TO JUNE 30, 2022**

THIS AGREEMENT, made and entered into this 16th day of August 2017 and in effect to and including the 30th day of June 2022 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 cafeteria 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 Cafeteria Director 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 Cafeteria Director within twenty (20) workdays 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 Cafeteria Director'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) workdays 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 work day.
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. For those employees covered by the District's health insurance plan, 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 two (2) working days. The posting shall provide a complete job description including hours, base wage, job classification, etc. If a vacancy should occur during the summer, such vacancy shall be posted for at least two (2) working days. Application shall be made to the Cafeteria Director. 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.

In the event a vacancy occurs during the summer months, a copy of the vacancy notice shall be provided to the Union president or a designee.

2. Application/Selection Process

Employees may apply for a vacancy by submitting a written application to the Cafeteria Director 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. Reassignments

The Cafeteria Director shall assign employees to positions based on the criteria above and as she deems most beneficial to the operation of the district. The Cafeteria Director shall adjust work schedules as necessary during the work year.

ARTICLE V LEAVES

A. Sick Leave

For personal illness, serious illness or death in the employees' immediate family, full-time employee shall be allowed, twelve (12) days with full salary in each year. A full-time employee is, for a calendar month, an employee employed at least thirty (30) hours of service per week – exclusive of an overtime. Part-time employees shall receive twelve (12) days on a pro-rata basis according to their weekly number of hours compared to a 30-hour work week. 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 of two (2) days or more 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 or Personal Leave cannot be related to some form of secondary employment or business venture.
- c. Conversion to Sick Leave. Personal Business or Personal Leave that is not used during the school year shall be converted to sick leave days on July 1.

D. 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.

E. Union Leave

In the event the Union desires to send representatives, not to exceed two at any one time, to a maximum of five (5) man days per year, to local, state or national conferences or business meetings, the representatives shall be excused without loss of pay, providing the UNION reimburses the District for the cost of substitutes, and further providing that there will be no deduction in sick leave or personal leave days of the employees involved.

F. Unpaid Leave of Absence

In the event an employee has an extraordinary need to take time off during the school year (e.g. to attend or prepare for a child's wedding), the Director shall have the authority to permit such a leave. The Director shall have complete discretion to determine whether such leave shall be permitted and its length, although the employee may appeal an adverse decision to the Superintendent. The Superintendent's decision shall be final.

**ARTICLE VI
WAGES**

A. Wages

1. Current employees shall be paid at the rates listed in Appendix A.
2. New employees shall be paid a starting hourly rate of \$11.41 for the duration of this contract and shall subsequently receive the percentage increase per year as described in Appendix A. The Board reserves the right to pay above these amounts depending on the individual's background and experience.

B. Additional Increments

That person within the cafeteria staff with the designation, “Assistant Head Cook”, shall receive an additional hourly compensation of:

<u>2017/18</u>	<u>2018/19</u>	<u>2019/20</u>	<u>2020//21</u>	<u>2021/22</u>
1.94/hr.	2.00/hr.	2.05/hr.	2.10/hr.	2.15/hr.

For those individuals interested in serving as a substitute in this capacity a sign-up sheet will be posted prior to the beginning of the school year. Selection of substitutes will be drawn from this list. Those who sign the list will be expected to accept the assignment for as long as needed.

C. Pay Periods

Pay periods shall 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.

D. Extra Work

Extra work will be distributed to hourly employees on a rotating basis with hours worked by each employee posted. Because employees who are scheduled to work throughout the school day are not available for extra work available during those hours, they will be given the first opportunity to work when extra help is needed before or after normal school hours. Cafeteria employees within their first 90 calendar days of employment are not eligible for Extra work.

E. Outside Events

A minimum of one hourly worker will be called upon to assist for any outside or school event that utilizes the kitchen facilities outside of normal kitchen operation hours. The employee shall be paid for hours worked, but at a minimum of three (3) hours. The determination as to whether an event qualifies as an “outside or school event” rests in the discretion of the district administration. Cafeteria employees within their first 90 calendar days of employment are not eligible for outside or school events. Scheduling of personnel for outside or school events shall conform to the procedure outlined in Article VI, Section D.

F. Training Time

All training hours and attended seminar hours shall be paid at the employee’s hourly rate.

**ARTICLE VII
HOLIDAYS**

Cafeteria personnel shall be paid for holidays that occur in a week in which the employee is scheduled to work and when school is not held because of the holiday. These days may include:

Labor Day	Martin Luther King Day
Columbus	Lincoln's Birthday or President's Day
Wednesday before Thanksgiving	Pulaski Day
Thanksgiving Day	Friday prior to Easter and Monday following Easter
	Memorial Day (if school is in session)

In addition, each employee shall be paid for Christmas Day, the day after Christmas, and New Years Day whether they are scheduled to work that week or not.

In the event that a snow make-up day is scheduled on a holiday, cafeteria workers shall receive double time pay. If school is scheduled on a holiday as part of the regular school calendar, the employee will not receive additional pay or time.

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

At retirement (at least age 55, or as defined by IMRF, if eligible to retire under IMRF), employees who have a minimum of eight 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 (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. This will also apply to employees who work 4 or more hours per day.

ARTICLE IX INSURANCE

The employees in this bargaining unit shall be under the same insurance program with the same terms and conditions as the district's employees represented by the AFT with the following exceptions:

1. Only employees normally working a minimum of four and one-half hours per school day shall be eligible for health insurance.

A. Health Insurance

The current three (3) plans will remain. The health insurance program shall consist of the following:

1. Board-Paid Cap
 - a. Employee. The Board's contribution to employee health insurance costs shall be the same as is provided for in the contract between the Board and the Teachers' Union.
 - b. Dependent. The Board's contribution to employee health insurance costs shall be the same as is provided for in the contract between the Board and the Teachers' Union.
 - c. 125 Plan. The district shall provide a "125 Plan" so that employees may contribute pre-tax dollars for their share of the health insurance costs.

B. Life Insurance

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

C. Insurance Committee

The group of employees covered by this Labor Agreement shall select one employee from their group to serve on the Insurance Committee.

ARTICLE X WORKING CONDITIONS

A. Work Day

The normal workday shall be two (2) hours to seven and one-half (7 1/2) hours per day, depending on the position. The Cafeteria Director shall determine the starting time for each position.

B. Work Year

The work year shall consist of those days that school is in session and lunch is served to students. Additional workdays will be scheduled by the Cafeteria Director as needed to prepare and clean the facilities and equipment.

C. Uniform Costs

The District shall furnish four sets of uniforms and a \$65.00 shoe allowance to Cafeteria employees each year. The District and Union agree that these items shall be ordered through the District. Whenever possible, such orders must be placed within the first two weeks of the school year.

With respect to a new Cafeteria employee, the District shall furnish two sets of uniforms. After the employee has completed 90 calendar days of employment, the District shall furnish an additional two sets of uniforms and a \$65.00 shoe allowance to the Cafeteria employee consistent with the practice identified in the paragraph above for ordering uniforms.

D. 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.

E. Drug/Alcohol Testing

The District shall have the right to implement a drug/alcohol testing program without first negotiating with the Union to comply with federal and/or state law.

ARTICLE XI
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 after the 120 calendar day probationary period, excluding summer.

ARTICLE XII
EFFECT OF AGREEMENT

A. Duration

This AGREEMENT shall become effective as of the 1st day of July 2017, and all foregoing provisions shall remain in full force and effect until and including the 30th day of June 2022.

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 that 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, slow downs 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

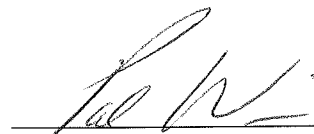
The parties to this Collective Bargaining Agreement have duly approved and ratified same, and have hereunto set their hands as follows:

Ratified by members of LOCAL UNION 138, SERVICE EMPLOYEES INTERNATIONAL UNION at their regular monthly meeting this 11th day of August 2017.

Passed, and became a part of the minutes, by the BOARD OF EDUCATION, DISTRICT 120, LaSalle, Illinois, 61301, this 16th day of August 2017.



President, Board of Education



Union Representative
Building Service Employees Union

Date: 8/16/2017

Date: 8-14-17



Secretary, Board of Education

Date: 8/16/2017

APPENDIX A
(2017-2022)

New employees shall be paid a starting hourly rate of \$11.41 for the duration of this contract and shall subsequently receive the percentage increase per year as described in Appendix A. The Board reserves the right to pay above these amounts depending on the individual's background and experience.

LOCAL 138 CAFETERIA STAFF					
Employee	2017-2018 Hourly Rate	2018-2019 Hourly Rate	2019-2020 Hourly Rate	2020-2021 Hourly Rate	2021-2022 Hourly Rate
Cocking, J	11.75	12.10	12.40	12.71	13.03
Dalzot, D	17.77	18.30	18.76	19.23	19.71
Dergance, J	11.75	12.10	12.40	12.71	13.03
Fitzgerald, J	11.75	12.10	12.40	12.71	13.03
Haeffner, J	11.41	11.75	12.04	12.34	12.65
Halm, R	11.75	12.10	12.40	12.71	13.03
Hamilton, B	11.75	12.10	12.40	12.71	13.03
Hart, S	17.77	18.30	18.76	19.23	19.71
Mini, B	11.75	12.10	12.40	12.71	13.03
Sell, R	11.75	12.10	12.40	12.71	13.03
Showen, S	11.75	12.10	12.40	12.71	13.03
Strickland, C	12.23	12.60	12.92	13.24	13.57
Vaini, P	19.72	20.31	20.82	21.34	21.87
VonDrehle, L	11.75	12.10	12.40	12.71	13.03
	3.0%	3.0%	2.5%	2.5%	2.5%

Additional Increments

That person within the cafeteria staff with the designation, "Assistant Head Cook", shall receive an additional hourly compensation of:

<u>2017/13</u>	<u>2013/14</u>	<u>2014/15</u>	<u>2015/16</u>	<u>2016/17</u>
1.94/hr.	2.00/hr.	2.05/hr.	2.10/hr.	2.15/hr.

For those individuals interested in serving as a substitute in this capacity a sign-up sheet will be posted prior to the beginning of the school year. Selection of substitutes will be drawn from this list. Those who sign the list will be expected to accept the assignment for as long as needed.

An individual that substitutes in the position of "assistant head cook" will receive the additional increment for all hours worked as the substitute.