

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

and the

**BUILDING SERVICE EMPLOYEES
LOCAL 138
(Custodial/Maintenance Personnel)**

2017-2022

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

**WORKING AGREEMENT WITH
BUILDING SERVICE EMPLOYEES
(CUSTODIAL AND MAINTENANCE PERSONNEL)
JULY 1, 2012 TO JUNE 30, 2017**

THIS AGREEMENT, made and entered into this 21st day of June 2012 and in effect to and including the 30th day of June, 2017 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 Director of Building and Grounds 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 Director of

Building and Grounds 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 Director of Building and Ground'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. Pay for all vacation days earned.
 - c. 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 Director of Building and Grounds 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 Director of Building and Grounds 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.
- b. Vacancies in the custodial classification shall be offered and assigned on a seniority basis until all positions are filled or current custodians have selected a position. Remaining positions will then be filled by outside applicants.
- c. Vacancies in the two maintenance classifications will be offered and assigned to individuals possessing the skills and talents needed for the particular maintenance assignment. Seniority shall be one of the factors considered in selecting a person to fill a vacancy. A skilled

maintenance worker must possess the trade certification(s) the Board deems necessary.

3. Reassignments. The Director of Building and Grounds shall assign employees to positions based on the criteria above. The Director of Buildings and Grounds shall adjust work schedules to meet the needs of the District.
4. 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.

D. Sick Day Buyback

Should an employee be laid off, he may elect to receive \$25 for each unused sick leave day accrued up to the last day of service. Each day for which such pay is elected shall be removed from the employee's accrued sick days and shall not be available thereafter for any purpose.

**ARTICLE V
WORKING CONDITIONS**

A. Work Day

The normal workday shall be eight consecutive hours per day, which will include a thirty-minute (30) PAID lunch break.

1. Paid Lunch. All employees will be paid for a thirty minute lunch break. This will apply to all shifts. Employees are to remain in the building during this time and shall be available for periodic assignments when needed.

B. Work Week

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

C. Shifts

1. Normal Shifts

Day: One of the following:
6:00 a.m. to 2:00 p.m.
6:30 a.m. to 2:30 p.m.
8:00 a.m. to 4:00 p.m.
9:00 a.m. to 5:00 p.m.

Afternoon: 2:00 p.m. to 10:00 p.m.

Night: 10:00 p.m. to 6:00 a.m.

Days Students are Not in Session:

6:00 a.m. to 2:00 p.m.

7:30 a.m. to 3:30 p.m. (lockup person)

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 except for emergency maintenance repairs.
3. Overtime. All hours worked in excess of forty hours in any one week are overtime hours. Holidays recognized under Article IX and not worked and bereavement leave recognized under Article VI, Section B, shall count towards hours worked.

D. Uniforms

The BOARD shall furnish uniforms for the maintenance and custodial staff.

E. 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, fourteen (14) days with full salary in each year. 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. One (1) day 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 along with the reason. 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. One (1) day per year may be granted as personal leave; however, a request for this day must be made to the administration at least two (2) days in advance. No reason need be given. 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. Emergency Day

On days when all staff are released prior to the end of the work day for an emergency and selected members of this collective bargaining group are required to remain, those staff members will receive hour for hour comp time for the remainder of their assigned shift in

addition to their regular rate of pay. If the work requires time beyond the employee's regular shift, they shall be paid the appropriate overtime rate and will not receive any additional comp time. Staff required to remain on duty will be selected by the Director of Building and Grounds with final approval by the Superintendent.

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.

F. 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.

**ARTICLE VII
WAGES**

A. Wages

1. Starting Wages. Employees hired by June 30, 2007 shall be paid the rates stated in Appendix A. Employees hired after June 30, 2012 shall receive minimum rates of pay as follows:

Classification (Base Rate)

	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
Skilled Maintenance	26.93	27.74	28.57	29.43	30.31
Maintenance	19.25	19.83	20.42	21.03	21.66
Custodial	15.92	15.92	15.92	15.92	15.92

The Board reserves the right to pay above these amounts depending on the individual's background and experience.

B. Shift Differential

1. A shift differential for the afternoon shift (2:00 p.m.-10:00 p.m.):

2017/2018	2018/2019	2019/2020	2020/2021	2021/22
.75/hr.	.77/hr.	.79/hr.	.81/hr.	.83/hr.

2. A shift differential for the night shift (10:00 p.m. - 6:00 a.m.):

<u>2017/2018</u>	<u>2018/2019</u>	<u>2019/2020</u>	<u>2020/2021</u>	<u>2021/22</u>
.95/hr.	.98/hr.	1.01/hr.	1.04/hr.	1.07/hr.

3. The shift differential shall be paid only for those hours of the shift that the employee actually works.

C. Overtime and Premium Pay

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, including specialty pay.
2. Work on Sundays and holidays for outside organizations shall be double time rates and paid regardless of the hours worked that week. Minimum three (3) hours.
3. Work on Saturdays for profit making organizations shall be double time rates and paid regardless of the number of hours worked that week. Work for non-profit organizations shall be at time and one-half rate and paid regardless of the number of hours worked that week. Minimum three (3) hours.
4. The decision on whether or not an organization is an outside or profit making organization shall be made by the Superintendent.
5. When an employee is called back to work, the employee shall receive reimbursement for a minimum of three (3) hours.
6. There shall be no pyramiding of overtime and/or premium pay, so that employees are paid only once for each hour worked.
7. All overtime shall be divided among the employees as equally as possible. A monthly report shall be maintained by the supervisors and kept posted on the appropriate bulletin board as to the total hours each employee has accumulated. If an employee is given a forty-eight (48) hour notice of possible overtime and it is refused, that overtime shall be included in that employee's total as though the employee had worked the overtime for the purpose of this section.

D. Additional Increments

1. That person within the maintenance classification who cares for the *boiler* shall receive an additional annual compensation:

<u>2017/2018</u>	<u>2018/2019</u>	<u>2019/2020</u>	<u>2020/2021</u>	<u>2021/22</u>
.79/hr.	.81/hr.	.83/hr.	.85/hr.	.88/hr.

2. That person within the maintenance classification who cares for the *swimming pool* shall receive an additional annual compensation:

<u>2017/2018</u>	<u>2018/2019</u>	<u>2019/2020</u>	<u>2020/2021</u>	<u>2021/2022</u>
.48/hr.	.49/hr.	.50/hr.	.52/hr.	.54/hr.

E. Other Increments

Afternoon Shift Foreman/Lock-up

<u>2017/2018</u>	<u>2018/2019</u>	<u>2019/2020</u>	<u>2020/2021</u>	<u>2021/22</u>
1.33/hr.	1.37/hr.	1.41/hr.	1.45/hr.	1.49/hr.

Assistant Director

<u>2017/2018</u>	<u>2018/2019</u>	<u>2019/2020</u>	<u>2020/2021</u>	<u>2021/22</u>
1.86/hr.	1.92/hr.	1.98/hr.	2.04/hr.	2.10/hr.

The base wages and conditions of employment of the personnel in these positions concerning the performance of custodial and maintenance duties shall be governed by the terms and conditions of the Working Agreement. However, the increments obtained, and the duties and obligations imposed by virtue of the acceptance of the position shall be set by altered, modified, or the position terminated solely by the Board. Nothing contained in ARTICLE VII, Paragraph F, shall be the subject of negotiations at any time between the parties to this Agreement. These positions are not a “job opening, vacancy or assignment” for the purpose of the application of ARTICLE IV, SENIORITY.

Except for the base pay provided for herein and the other items of remuneration provided for in Sub-paragraphs C through E of this Article, no remuneration shall be paid to a member of the Union without an agreement between the parties hereto, except as provided in the preceding paragraph.

F. 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.

**ARTICLE VIII
VACATIONS**

A. Vacations

Only twelve-month employees shall receive paid vacation days. Vacation days may be scheduled at any time during the year with the prior approval of the immediate

supervisor. New employees hired after July 1, 2017 must use their vacation benefits within 24 months of accrual.

1. Less than one (1) year - one-half (1/2) day for each full month completed.
2. Upon completion of one (1) year through the fourth (4th) year - two (2) weeks' vacation.
3. Upon completion of the fifth (5th) year through the twelfth (12th) year - three (3) weeks' vacation.
4. Upon completion of the twelfth (12th) year - four (4) weeks' vacation.

B. Anniversary Date

The anniversary date for calculating vacation time for the first year of employment shall be the hire date. Upon attaining the first year of employment, the employee's vacation time shall be prorated from their one year anniversary date to July 1st. Thereafter, July 1st shall be the anniversary date for calculating vacation time.

C. Scheduling Vacations

The vacation period shall occur during June, July, or August and will be designated by the employee's immediate supervisor. Part of this vacation may be taken at another time if approved by the Director of Building and Grounds and the Superintendent. In resolving conflicting choice of dates among the employees, seniority shall prevail.

**ARTICLE IX
HOLIDAYS**

The following paid holidays shall be provided to all employees who are scheduled to work during the week in which the holiday occurs. Holidays in groups A and B that fall on a weekend day, shall have an alternate day assigned. Generally this will be Friday if the holiday falls on Saturday, or Monday, if the holiday is on Sunday.

Group A - If an employee works on the holiday in this group, he/she shall be paid double time; if a comp day is taken, it shall be paid at a time and one-half rate.

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
July 4 th	Christmas Day

Group B - If an employee works on the holiday in this group, he/she shall be paid at a time and one-half rate.

Christmas Eve Day, New Years Eve Day, Thanksgiving Friday

Group C - If the holiday occurs during the week (Monday thru Friday), and the employee works, he/she shall be paid at a time and one-half rate or the employee may request an additional vacation day in lieu of premium pay. If the holiday falls on a weekend, the employee shall receive eight (8) hours pay at the employee's regular hourly rate or the employee may request an additional vacation day in lieu of eight (8) hours of regular pay. The decision to grant requests under this group "C" shall be made by the Director of Building and Grounds and such decision is not grievable.

Martin Luther King Day
Lincoln's Birthday or President's Day
Casimir Pulaski Day
Columbus Day
Veteran's Day
Friday Prior to Easter and the Monday Following
Day After Christmas

ARTICLE X 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 XI 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.

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. 2017/2022 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. 2017/2022 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 XII
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 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 paid to the Union under the paragraph above, the Union shall 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 pay check issued after the 120 day probationary period.

**ARTICLE XIII
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, 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, 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 28 day of June.

Passed, and became a part of the minutes by the BOARD OF EDUCATION, DISTRICT 120, LaSalle, Illinois, 61301, this 21st day of June, 2017.



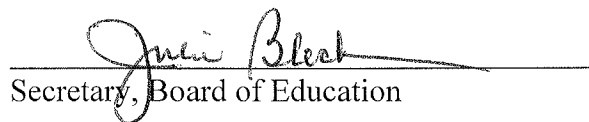
President, Board of Education



Union Representative
Building Service Employees Union

Date: June 21, 2017

Date: 7-27-17



Secretary, Board of Education

Date: June 21, 2017

PAYROLL SCHEDULE
APPENDIX A
(2017-2022)

The Board reserves the right to pay above these amounts depending on the individual's background and experience.

Skilled Maintenance					
<i>New employees shall be paid a minimum of \$26.93/hr. (2017/2018); \$27.74/hr. (2018/2019), \$28.57/hr. (2019/2020), \$29.43/hr. (2020/2021) and \$30.31/hr. (2021/2022)</i>					
Employee	2017-2018 Hourly Rate	2018-2019 Hourly Rate	2019-2020 Hourly Rate	2020-2021 Hourly Rate	2021-2022 Hourly Rate
Tomminello, Tim	27.62	28.45	29.30	30.18	31.09
Walter, Gerry	27.62	28.45	29.30	30.18	31.09

Maintenance					
<i>New employees shall be paid a minimum of \$19.25/hr. (2017/2018); \$19.83/hr. (2018/2019), \$20.42/hr. (2019/2020), \$21.03/hr. (2020/2021) and \$21.66/hr. (2021/2022)</i>					
Employee	2017-2018 Hourly Rate	2018-2019 Hourly Rate	2019-2020 Hourly Rate	2020-2021 Hourly Rate	2021-2022 Hourly Rate
Carter, Mike	21.85	22.51	23.19	23.89	24.61
Pikula, Mike	19.25	19.83	20.42	21.03	21.66
Rose, JP	19.25	19.83	20.42	21.03	21.66

Custodial					
<i>New employees shall be paid a minimum of \$15.92/hr. (2017/2018); \$15.92/hr. (2018/19), \$15.92/hr. (2019/2020), \$15.92/hr. (2020/2021) and \$15.92/hr. (2021/2022)</i>					
Employee	2017-2018 Hourly Rate	2018-2019 Hourly Rate	2019-2020 Hourly Rate	2020-2021 Hourly Rate	2021-2022 Hourly Rate
Battaglia, Dodie	18.74	19.30	19.88	20.48	21.09
Beck, Tony	20.00	20.60	21.22	21.86	22.52
Heiden, Michael	16.40	16.89	17.40	17.92	18.46
Hughes, Jack	16.40	16.89	17.40	17.92	18.46
Humpage, Jeff	16.40	16.89	17.40	17.92	18.46
Joop, Tom	25.85	26.63	27.43	28.25	29.10
Weber, Thomas	18.74	19.30	19.88	20.48	21.09
Wisn, Paul	16.40	16.89	17.40	17.92	18.46

DIFFERENTIALS/ADDITIONAL INCREMENTS

DIFFERENTIALS	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
Afternoon Shift (2:00 p.m.-10:00 p.m.)	.75/hr.	.77/hr.	.79/hr.	.81/hr.	.83/hr.
Night Shift (10:00 p.m.-6:00 a.m.)	.95/hr.	.98/hr.	1.01/hr.	1.04/hr.	1.07/hr.

ADDITIONAL INCREMENTS	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
Boiler Maintenance (annual)	.79/hr.	.81/hr.	.83/hr.	.85/hr.	.88/hr.
Swimming Pool Maintenance (annual)	.48/hr.	.49/hr.	.50/hr.	.52/hr.	.54/hr.
Afternoon Shift Foreman	1.33/hr.	1.37/hr.	1.41/hr.	1.45/hr.	1.49/hr.
Assistant Director	1.86/hr.	1.92/hr.	1.98/hr.	2.04/hr.	2.10/hr.