

Working Agreement

Between

**Board of Education
LaSalle Elementary School District 122**

And

**Service Employee's International Union
Local Union 138**

Cafeteria Workers

2018-2019

2019-2020

2020-2021

2021-2022

2022-2023

Table of Contents

AN AGREEMENT OF UNDERSTANDING..... 3

ARTICLE I..... 3
RECOGNITION 3

ARTICLE II..... 3
EMPLOYER’S RIGHTS 3

ARTICLE III 4
ILLINOIS MUNICIPAL RETIREMENT FUND 4

ARTICLE IV 4
GRIEVANCE PROCEDURE 4

ARTICLE V 6
SENIORITY/REDUCTION-IN-FORCE/VACANCIES..... 6

ARTICLE VI..... 8
WORKDAY 8

ARTICLE VII..... 8
LEAVE GRANTS 8

ARTICLE VIII 10
WAGES..... 10

ARTICLE IX..... 11
LONGEVITY..... 11

ARTICLE X 12
INSURANCE..... 12

ARTICLE XI 13
HOLIDAYS..... 13

ARTICLE XII..... 13
DEDUCTION OF UNION DUES 13

ARTICLE XIII..... 13
CONDITIONS 13

ARTICLE XIV 15
RETIREMENT 15
EARLY RETIREMENT 15

DURATION OF AGREEMENT 16

AN AGREEMENT OF UNDERSTANDING

THIS AGREEMENT, made and entered into this 1st day of July, 2018, and in effect to and including the 30th day of June, 2023, at LaSalle, Illinois, by and between the LaSalle Public Elementary Schools, District No. 122, 1165 S. Vincent Avenue, LaSalle, Illinois 61301, 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 the employees covered by this AGREEMENT shall work for the BOARD, and the BOARD and UNION agree to the following terms and conditions as set forth herein.

ARTICLE I

RECOGNITION

Service Employees' International Union Local 138 (the "UNION"), is recognized as the sole bargaining agent for all regular cafeteria employees employed by the BOARD excluding all managerial, confidential, supervisory, or short-term employees as defined by Section 2 of the IELRA. Cafeteria employees are referenced herein as "cooks", "cafeteria employees", or "employees", unless designated as District Cafeteria Manager.

ARTICLE II

EMPLOYER'S RIGHTS

The UNION recognizes the right of the BOARD to direct the working forces, within the framework of the articles listed in this AGREEMENT, including the right to hire and the right to suspend, or discharge based upon actions by a member of this UNION not consistent with the best interest of DISTRICT 122. The BOARD agrees to notify the UNION steward of Local 138 with the reason for the suspension or discharge upon request.

ARTICLE III

ILLINOIS MUNICIPAL RETIREMENT FUND

All cafeteria employees employed more than six hundred (600) hours are eligible to participate in the Illinois Municipal Retirement Fund with deductions made according to earnings and established percentage by the Illinois Municipal Retirement Fund and the percentage the BOARD is required to contribute to the Illinois Municipal Retirement Fund.

ARTICLE IV

GRIEVANCE PROCEDURE

A. Definitions

1. Any claim by the UNION or an employee that there has been a violation or misinterpretation of the terms of this Agreement shall be a grievance.
2. As used herein, the term "days" shall mean workdays.

B. Informal Procedure

The parties hereto acknowledge that it is usually most desirable for an employee and the employee's immediately involved supervisor to resolve problems through free and informal communications. If, however, the informal process fails to satisfy the employee or the UNION, a grievance may be processed as follows:

C. Formal Procedure

1. Step One: The employee or the UNION may present the grievance in writing to the building principal who will arrange for a meeting to take place within ten (10) days after receipt of the grievance. Such grievance shall be submitted within ten (10) days of the occurrence of the grievance or within ten (10) days of when such occurrence should reasonably have become known. 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. Within ten (10) days of the meeting, the employee and the UNION shall be provided with the principal's written response.

2. Step Two: If the grievance is not resolved in Step One, then the grievant may appeal to the grievance in writing to the Food Director within ten (10) days after receipt of the Step One answer. The Food Director shall arrange with the grievant and a UNION representative for a meeting to take place within ten (10) days of the Food Director's receipt of the Step One answer. Within ten (10) days after the meeting, the grievant and the UNION shall be provided with the Food Director's written response, including the reasons for the decision.
3. Step Three: If the grievance is not resolved at Step Two, then the UNION may appeal the grievance in writing to the Superintendent or designee within ten (10) days after receipt of the Step Two answer. The Superintendent or designee shall arrange for a meeting to take place within ten (10) days of receipt of the appeal. Within ten (10) days of the meeting, the UNION shall be provided with the written response of the Superintendent or designee.
4. Step Four: If the UNION is not satisfied with the disposition of the grievance at Step Three, the UNION may submit the grievance to binding arbitration. The American Arbitration Association shall act as the administrator of the proceedings. If a written demand for arbitration is not filed within ten (10) days of the date of the Step Three answer, then the grievance shall be deemed withdrawn.

The arbitrator shall consider and decide only the specific issues submitted to him/her in writing and the decision 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.

D. General Provisions

1. Each party shall bear the full costs of its representation. The cost of the arbitrator and AAA shall be divided equally between the parties. If either party requests a transcript of the proceedings, that party shall bear the full costs for that transcript. If both parties order a transcript, the cost of the transcripts shall be divided equally between the BOARD and the UNION.
2. The time limits specified in this procedure may be extended in any specific instance by mutual agreement in writing.
3. A grievance may be withdrawn at any level without establishing precedent and if withdrawn shall be treated as though never having been filed.
4. The failure of the employee or UNION to act within the time limits set forth shall preclude further appeal of the grievance. Upon failure of the

BOARD to meet the time limits prescribed in this Article, the grievance shall be advanced to the next highest level.

5. If the UNION and Food Director agree, Step One of the grievance procedure may be bypassed and the grievance brought directly to Step Two.

ARTICLE V

SENIORITY/REDUCTION-IN-FORCE/VACANCIES

A. SENIORITY

1. DEFINITION OF SENIORITY

Seniority shall be defined as follows:

- a. Length of continuing service in the School District; provided, however, that employees shall not accrue additional seniority during an unpaid leave of absence. Approved paid or unpaid leaves of absence shall not constitute an interruption or break in continuing service for seniority purposes.
- b. 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.
- c. 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.
- d. If two or more employees remain equal after application of the factors set forth in (3) above, the employee having the greater seniority shall be determined by lot.

B. REDUCTION-IN-FORCE/RECALL PROCEDURES/VACANCIES AND REASSIGNMENT

1. SENIORITY

Seniority shall prevail in job assignments with the employee with the greatest seniority as defined in Article V.A. being given first preference for

any job opening. If the most senior employee declines then the next senior employee may apply. This method of selecting shall prevail throughout the entire list of employees until one of the employees accepts the job opening. If no one accepts the job opening, then the least senior employee shall be assigned.

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 who is qualified to hold the position. Any recalled employee shall retain his/her previously accumulated seniority and other benefits but shall not accrue additional seniority for the period after the dismissal and prior to reemployment.

To be eligible for recall, a dismissed employee must provide to the BOARD, in writing, the address where the employee may be reached. The employee must also notify the BOARD, in writing, within five (5) calendar days of the employee's receipt of the notice, of the acceptance of any vacant position offered to the employee during the recall period. 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 Section 5/10-23.5 of The School Code and will no longer be eligible for any other vacant positions that become available during the recall period. The BOARD shall issue the recall notice to the employee by personal delivery and certified mail, return receipt requested.

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.

D. REASSIGNMENTS

The Administrator of the cafeteria may reassign Cooks or adjust work schedules as necessary during the work year.

ARTICLE VI

WORKDAY

- A. The normal day for a full-time cook shall be eight (8) consecutive hours per day, Monday through Friday. Lunch will be considered a "working lunch" not to exceed 30 minutes. The cook will be considered to be available for work during this on-site lunch. As a result, the lunch break may be non-consecutive but in no event, exceed 30 minutes. Lunch shall be scheduled at a time that does not interfere with regularly scheduled duties.
- B. If any cook needs to work beyond the eight-hour day or exceed the 40-hour week, the cook will need to obtain permission from the Superintendent or designee.

ARTICLE VII

LEAVE GRANTS

A. SICK LEAVE

Each cafeteria employee will be allowed ten (10) days sick leave each year with full pay for absence due to personal illness or injury. Maximum accumulated days shall be 240, including leave of the current year.

Sick leave shall be granted for personal illness and/or illness in the employee's immediate family. The term immediate family for sick leave purposes shall be interpreted to mean parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brother-in-law and sister-in-law.

Any cafeteria employee who is appointed after the opening of the school year shall be credited with one day of sick leave for each full month left in the fiscal year, not to exceed ten (10) days.

At the beginning of each fiscal year (July 1) each cafeteria employee shall be advised of her accumulated sick leave credit.

B. EMERGENCY LEAVE

Two (2) days a year shall be granted for emergency leave or bereavement of an immediate family member without loss of pay so long as the days are due to death or emergency of an immediate family member as defined in Article 7. An additional paid bereavement day shall be granted upon written request for any

death outside of an immediate family member. A written request for these days must be made to the Superintendent at least two days prior. In case of an immediate emergency, the two-day period may be waived if approved by the Superintendent. The intent of emergency leave is to provide added protection for the employee in that he/she would not suffer salary loss conducting his/her necessary emergency affairs, the time and occurrence of which are not within his/her control and require his/her attention and necessitate his/her absence from work. Unused emergency leave can accumulate up to a maximum of 5 days. Any unused emergency leave days in excess of 5 days will be rolled over and converted to sick leave days if not used at the end of the school year. All emergency leave must be submitted with a stated reason for the request for the leave.

C. RETIREMENT PAY FOR UNUSED SICK LEAVE

Employees shall receive at retirement, pay for each unused or accumulated sick leave day not used or submitted for IMRF service credit according to the following schedule:

Accumulated sick leave days 1-10	\$ 5.00 each
Accumulated sick leave days 11-20	\$ 7.50 each
Accumulated sick leave days 21-40	\$10.00 each
Accumulated sick leave days 41-60	\$11.00 each
Accumulated sick leave days 61-90	\$13.50 each

If the employee dies before retirement, and has been employed with the District for at least seven (7) years, the benefit shall be paid to the employee's beneficiary.

D. JURY DUTY LEAVE

There shall be no loss in salary because of jury duty except that the BOARD will make a deduction equal to the amount received for such jury duty.

E. DISCRETIONARY UNPAID LEAVE

An employee who has exhausted their existing options for leaves as defined in this Contract, and requires additional time off, shall submit to the Superintendent or designee the reason for the time off and the duration of the time off. The Superintendent or designee will determine if the time off is approved. The District will not be responsible for payment of salary or benefits for time off constituting unpaid discretionary leave. Employees must have exhausted all accumulated leave balances to be eligible for Discretionary Leave, and will be offered COBRA benefits.

ARTICLE VIII

ARTICLE VIII

WAGES

All hourly rates shall be rounded to the nearest penny. Employees will be eligible for an annual wage rate increase provided the employee works (receives pay) at least 1,250 hours per contract year. If eligible, the full-time employee will receive an hourly base rate increase which will be effective July 1 of the contract year.

Base Wage Rate Increase

Employees eligible for an annual wage rate increase as set forth above will receive a base wage rate increase of 2.25% each contract year.

- A. Any employee hired for a full-time assignment prior to July 1, 2018 shall receive the following hourly wage rate for the 2018-2019 contract year:

POSITION	CONTRACT YEAR	HOURLY WAGE RATE
Cook	2018-2019	\$18.20

- B. Any employee hired for a full-time assignment after July 1, 2018 shall receive the hourly wage rate set forth below for the 2018-2019 contract year. The employee shall be subject to a probationary period of one hundred and eighty (180) work days and an additional thirty (30) work days extended probation if deemed necessary by the Superintendent or designee.

POSITION	CONTRACT YEAR	HOURLY WAGE RATE
Cook	2018-2019	\$15.00

- C. One employee will be designated the District Cafeteria Manager. The employee will be responsible for the daily operations of the District's food service program.

POSITION	CONTRACT YEAR	HOURLY WAGE RATE
District Cafeteria Manager	2018-2019	\$25.50

ARTICLE IX

LONGEVITY

Longevity pay shall be granted to all employees who are members of Local 138, SEIU at the rate of \$25 for each completed year of service to and including the 25th year of service; employees hired after September 1, 1980 shall begin receiving longevity pay only after the completion of the fifth (5) year. Employees hired after September 23, 2008 shall not be eligible for longevity pay.

After the completion of the 5th year	\$ 25.00
After the completion of the 6th year	\$ 50.00
After the completion of the 7th year	\$ 75.00
After the completion of the 8th year	\$ 100.00
After the completion of the 9th year	\$ 125.00
After the completion of the 10th year	\$ 150.00
After the completion of the 11th year	\$ 175.00
After the completion of the 12th year	\$ 200.00
After the completion of the 13th year	\$ 225.00
After the completion of the 14th year	\$ 250.00
After the completion of the 15th year	\$ 275.00
After the completion of the 16th year	\$ 300.00
After the completion of the 17th year	\$ 325.00
After the completion of the 18th year	\$ 350.00
After the completion of the 19th year	\$ 375.00
After the completion of the 20th year	\$ 400.00
After the completion of the 21st year	\$ 425.00
After the completion of the 22nd year	\$ 450.00
After the completion of the 23rd year	\$ 475.00
After the completion of the 24th year	\$ 500.00
After the completion of the 25th year	\$ 525.00
After the completion of the 26th year	\$ 550.00
After the completion of the 27th year	\$ 575.00
After the completion of the 28th year	\$ 600.00
After the completion of the 29th year	\$ 625.00
After the completion of the 30th year	\$ 650.00

- Payment will continue at a rate increase of 25 dollars per year for all years after 30.

Longevity pay shall be granted to the cafeteria employees based on the above schedule. Longevity will be made in a lump sum with the first pay check in December of each year.

ARTICLE X

INSURANCE

The BOARD shall maintain a group life insurance program covering each employee in service in the amount not to exceed \$30,000.

The BOARD shall maintain a health, hospital, and major medical insurance covering each full-time employee on contractual service.

The BOARD shall pay: the employee's single premium for health insurance coverage, less \$10 per paycheck.

The employee and any dependents included in the plan will be required to do the following:

1. Register for Blue Access For Members.
2. Complete an annual online Health Assessment, as offered by Blue Cross Blue Shield.
3. Complete an annual wellness physical with biometrics screening. (This is covered under the health insurance plan if billed as preventative via an in-network provider).

Failure to complete one or more of the above will require the employer to pay the premium increase in the subsequent year.

In addition, any change in coverage in the LaSalle Education Association (LEA) contract due to premiums exceeding insurance caps will also apply to this contract.

ARTICLE XI

HOLIDAYS

Full-time cafeteria employees will receive the following paid holidays if such days are designated legal school holidays.

- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day
- New Years Day
- Martin Luther King's Birthday
- Lincoln's Birthday (or President's Day if designated by Superintendent)
- Pulaski's Birthday (if legal school holiday)
- Memorial Day (If school is still in session)

ARTICLE XII

DEDUCTION OF UNION DUES

Union dues shall be withheld from salary checks and paid to Local 138 if the employee so desires. The UNION agrees to indemnify and hold the BOARD, its officers and employees harmless from any claims or actions filed by employees alleging that the BOARD improperly withheld Union dues from the employee's paychecks.

ARTICLE XIII

CONDITIONS

- A. The cafeteria employees will be responsible for the cleaning and washing of cafeteria tables, where applicable.
- B. The cafeteria employees will be responsible for the wet mopping of the kitchen/cafeteria areas daily.
- C. Towels will be laundered in respective buildings.

- D. The District Cafeteria Manager at Lincoln and Northwest will be responsible for the ordering and inventory of all kitchen commodities.
- E. All cooks who attend meetings which are held after regular working hours shall be paid at their regular hourly rate.
- F. Extra hours for cooks shall be granted at the discretion of the Superintendent.
- G. 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. All cooks have the option of distributing their pay throughout the year.
- H. Should schools be closed because of emergency conditions (weather, etc.), cooks will be expected to work two (2) hours. However, should a cook find it impossible to reach her building because of these conditions, he/she shall notify the designated individual.
- I. Nothing contained in this AGREEMENT shall be construed to deny any employee rights he/she may have under the Illinois School Code or under other applicable State or Federal Labor Laws and regulations.
- J. Laid off employees shall be contacted first for substituting.
- K. The District Cafeteria Manager shall maintain a running inventory as closely as possible at all times.
- L. The BOARD will supply six (6) sets of new uniforms every two (2) years.
- M. Any time a cook is called back to work, a minimum of one (1) hour is granted.
- N. All cooks are expected to attend trainings/workshops/courses that the administration and school board deem necessary. With prior approval by the Superintendent or designee, cooks who attend trainings/workshops/courses will be paid at their regular hourly rate. In addition, mileage, meals, certificate fees and workshop (course) fees will also be covered by the district. If the training/workshop/course must be taken on a work day, no personal or sick day will be used.
- O. All employees working in the kitchen shall hold a valid, current license qualifying them to perform their food service responsibilities.
- P. All employees working in the kitchen shall be able to lift, push and move items up to fifty (50) pounds. This physical demand and essential job requirement shall be included in the cafeteria employee position job description.

ARTICLE XIV

RETIREMENT

Tier 1 (Enrolled in IMRF before January 1, 2011) - The BOARD will pay the premium for the health, hospital and major medical insurance for employee and dependent coverage (same basis as for employee in Article XII) for employee who retires between age 60 and 65 until the employee reaches age 65, is eligible for Medicare or age qualified for Medicare or elects alternative insurance coverage. The District's monthly premium contribution shall not exceed the monthly contribution the District pays to the Teachers' Retirement Insurance Program (TRIP).

Tier 2 (Enrolled in IMRF on/after January 1, 2011) – The BOARD will pay the premium for the health, hospital and major medical insurance for employee and dependent coverage (same basis as for employee in Article XII) for an employee who retires after age 62 with at least ten (10) years of full-time District service until the employee or dependent reaches age 65, is eligible for Medicare or elects alternative insurance coverage. The District's monthly premium contribution shall not exceed the monthly contribution the District pays to the Teachers' Retirement Insurance Program (TRIP).

EARLY RETIREMENT

Tier 1 - To be eligible for early retirement, the employee must have completed at least eighteen (18) years of full-time employment in the District prior to his/her retirement and must be at least 55 years but not older than 59 years of age by June of his/her retirement year. For cooks who qualify under this retirement benefits plan and provide four (4) years advance notice, the BOARD shall grant the cook increases of five (5) percent in the cook's IMRF earnings for each of the cook's last four (4) years of employment.

Tier 2 - To be eligible for early retirement, the employee must have completed at least eighteen (18) years of full-time employment in the District prior to his/her retirement and must be at least 62 years but not older than 67 years of age by June of his/her retirement year. For cooks who qualify under this retirement benefits plan and provide four (4) years advance notice, the BOARD shall grant the cook increases of five (5) percent in the cook's IMRF earnings for each of the cook's last four (4) years of employment.

The employee must notify the Superintendent of his/her intention to participate in the early retirement option at least two (2) months prior to the beginning of his/her last 4, 3, 2 or final year of employment.

The participant will be allowed to enroll in all fringe benefit programs for which they are eligible, so long as the insurance carrier writing such coverage continues to approve

participation by participant. The BOARD shall be responsible for the amount of all payments applicable to the participant's coverage, not to exceed the monthly contribution the District pays to the Teachers' Retirement Insurance Program (TRIP), until participant reaches age 65 or Medicare eligible or elects alternative insurance coverage.

The District reserves the right to establish two (2) months prior to the beginning of the school year a maximum number for early retirement in any given year. The Early Retirement Benefit provision in this section of Article X granting pre-retirement earnings increases to eligible employees will be discontinued and "sunset" upon the expiration of the 2018-2023 agreement.

DURATION OF AGREEMENT

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

Ratified by member of LOCAL UNION 138, SERVICE EMPLOYEES' INTERNATIONAL UNION this ____ day of October, 2018.

Passed, and became a part of the minutes, by the BOARD OF EDUCATION, DISTRICT NO. 122, LaSalle, Illinois 61301 this 16th day of October, 2018.

SERVICE EMPLOYEES'
INTERNATIONAL UNION
LOCAL UNION 138

BOARD OF EDUCATION
LASALLE ELEMENTARY SCHOOL
DISTRICT NO. 122

By: 

President

By: 

President

Attest: 

Secretary

Attest: 

Secretary