

Working Agreement

Between

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

And

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

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 | 3 |
| GRIEVANCE PROCEDURE | 3 |
| ARTICLE IV..... | 5 |
| SENIORITY/REDUCTION-IN-FORCE/VACANCIES..... | 5 |
| ARTICLE V | 7 |
| WORKDAY - WORKWEEK | 7 |
| ARTICLE VI..... | 7 |
| LEAVE GRANTS | 7 |
| ARTICLE VII..... | 9 |
| WAGES - CALL OUT - OVERTIME..... | 9 |
| ARTICLE VIII | 11 |
| VACATIONS..... | 11 |
| ARTICLE IX..... | 12 |
| HOLIDAYS | 12 |
| ARTICLE X | 13 |
| RETIREMENT | 13 |
| EARLY RETIREMENT | 13 |
| ARTICLE XI..... | 14 |
| INSURANCE..... | 14 |
| ARTICLE XII..... | 15 |
| CONDITIONS | 15 |
| ARTICLE XIII..... | 15 |
| DEDUCTION OF UNION DUES | 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's Avenue, LaSalle, Illinois 61301, hereinafter called 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. The BOARD and the UNION agree to the following terms and conditions as set forth herein.

ARTICLE I

RECOGNITION

The Board of Education of School District No. 122, 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 regularly employed custodial, maintenance and certified maintenance personnel (the "Employees"), excluding all managerial, confidential, supervisory, or short-term employees as defined by Section 2 of the IELRA.

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

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 Director of Physical Plant within ten (10) days after receipt of the Step One answer. The Director of Physical Plant shall arrange with the grievant and a Union representative for a meeting to take place within ten (10) days of the Director of Physical Plant's receipt of the Step One answer. Within ten (10) days after the meeting, the grievant and the Union shall be provided with the Director of Physical Plant'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 Director of Physical Plant agree, Step One of the grievance procedure may be bypassed and the grievance brought directly to Step Two.

ARTICLE IV

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

1. SENIORITY

Seniority shall prevail in job assignments with the employee with the greatest seniority as defined in Article IV.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 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.

3. REASSIGNMENTS

The Director of Physical Plant or building principal may reassign employees or adjust work schedules as necessary during the work year.

ARTICLE V

WORKDAY - WORKWEEK

The normal day shall be eight (8) consecutive hours per day, Monday through Friday.

When school is in session, lunch/dinner will be considered a "working lunch" not to exceed 30 minutes. The employee will be considered available for work during this onsite lunch/dinner. As a result, the lunch/dinner break may be non-consecutive but in no event exceed 30 minutes. An employee, with prior approval of his/her immediate supervisor or principal, may leave the building for a period of 30 minutes for lunch/dinner. In that event, the employee will add these 30 minutes to the end of his/her shift. Lunch should be scheduled at a time that does not interfere with regularly scheduled duties.

During periods of time when teachers and/or students are not present, employees will be offered a thirty-minute lunch that may be taken on or off building grounds during their 8-hour work day. The lunch schedules should be staggered between working employees. The employee will be considered available for work during this lunch, and employees may be asked to return to work to fulfill employee responsibilities.

The normal workweek shall be forty (40) hours per week, based on five (5) consecutive days, Monday through Friday, except during the summer recess period when the BOARD may adopt a revised workweek schedule.

The BOARD shall pay time and one half for all work performed after eight (8) hours in any one day, except during the summer recess period, or any time exceeding forty (40) hours in any one week.

All overtime shall be divided amongst the employees as equally as possible. This applies where more than one (1) employee is employed in a school building. Employees may be requested to attend trainings that the administration and school board deem necessary.

ARTICLE VI

LEAVE GRANTS

A. SICK LEAVE GRANTS

Each full-time employee shall be granted twelve (12) days per year with full pay for absence due to personal illness or injury. Maximum accumulated days shall be 240, including leave of the current year.

Any employee who is appointed after July 1 of each fiscal year shall be credited with one day of sick leave for each full month left in the fiscal year.

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

B. DEFINITIONS

Sick leave shall be granted for personal illness and/or illness in the employees' 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, sister-in-law and legal guardian.

C. EMERGENCY LEAVE

Three (3) days a year shall be granted for emergency or bereavement leave. However, 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 would not suffer salary loss conducting his necessary emergency affairs, the time and occurrence of which are not within his control and require his attention and necessitate his absence from work. Emergency leave will be non-accumulative. All emergency leave must be submitted with a stated reason for the request for the leave. Up to two (2) unused emergency leave days may however be added to accumulated sick leave days for the following year by choice of the employee.

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 legal panels. There shall be no loss in salary because of jury duty or court appearances except that the BOARD may make a deduction equal to the amount received for jury duty or court appearances. This does not apply where the employee has himself caused such appearance by breaking a local, state or federal law.

In the event the court appearance involves action against the District, no compensation shall be due the employee.

E. UNION LEAVE

In the event the UNION desires to send representatives not to exceed one (1) at any one time to local, state, or national conferences or business meeting, representatives shall be excused without loss of pay provided the UNION reimburses the District for the cost of substitute(s) for any aggregate number of days not exceeding five (5) in any school term and further providing that there will be no deduction in sick leave or personal leave days.

F. 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 credits 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 | \$12.50 each |
| Accumulated sick leave days | 61-90 | \$15.00 each |
| Accumulated sick leave days | 91-120 | \$20.00 each |

If the employee dies before retirement, the benefit shall be paid the employee's beneficiary, if employee is employed by the District at least seven (7) years.

G. 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 for 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 VII

WAGES - CALL OUT - OVERTIME

All hourly rates shall be rounded to the nearest penny. Employees will be eligible for an annual salary 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 of 3% which will be effective July 1 of the contract year.

A. Any employee hired for a full-time assignment prior to July 1, 2018. These employees are deemed Maintenance Employees:

1. 2018-2019 Base Salary

| | |
|-------------------|---------|
| Hourly Rate | \$25.39 |
| Time and One Half | \$38.08 |
| Double Time Rate | \$50.78 |

2. Shift Differential

Employees assigned to the second (afternoon) shift shall receive an additional \$.60 per hour.

- B.** Any person employed for a full-time assignment after July 1, 2018. These employees 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 Building Principal, and shall start at a base hourly wage rate as set forth below:

1. Custodian Base Salary

| | |
|-------------------|---------|
| Hourly Rate | \$15.00 |
| Time and One Half | \$22.50 |
| Double Time Rate | \$30.00 |

2. Maintenance Base Salary

| | |
|-------------------|---------|
| Hourly Rate | \$18.00 |
| Time and One Half | \$27.00 |
| Double Time Rate | \$36.00 |

3. Certified Maintenance Base Salary

| | |
|-------------------|---------|
| Hourly Rate | \$25.00 |
| Time and One Half | \$37.50 |
| Double Time Rate | \$50.00 |

C. OVERTIME

Overtime over eight (8) hours per day or forty (40) hours per week shall be paid at the rate of time and one half with the following exceptions:

Overtime on Sundays and holidays for any organization shall be at the double time rate for the hours worked. Minimum -- two (2) hours.

Work hours performed in excess of eight (8) hours per day during summer recess period shall not be eligible for overtime.

D. CALL BACK

Whenever an employee is called back to work within three (3) hours after completing his eight (8) hours, he shall receive at least one (1) hour pay, except for employees on the second shift who shall receive at least two (2)

hours pay for any callback work. When the called back employee is able to resolve the issue for the callback within a few minutes, the employee will check all entrances, boilers chillers, and windows of that building.

E. JOB CLASSIFICATIONS

Custodian: Job Descriptions to be provided

Maintenance Employee: Job Descriptions to be provided

Certified Maintenance Employee: Job Descriptions to be provided

F. WEEKEND BUILDING INSPECTION

All boilers and buildings must be checked during the weekends as needed and/or when the temperature is at or below 23 degrees Fahrenheit. Two (2) hours of overtime will be paid to one (1) maintenance employee to check all buildings. All maintenance employees will be offered the opportunity to cover this assignment and a rotating assignment based on the line of seniority will be established. If the assigned maintenance employee is not available to check the boilers and buildings (all) on his assigned day, the next maintenance employee in line will do the job.

ARTICLE VIII

VACATIONS

Vacations, with pay, shall be granted to full-time employees in accordance with the following schedule. For the purpose of vacation, service years are to be determined by the total number of years the employee has completed while working (receiving pay) 1,250 hours or greater in a contract year.

| Service Years | Vacation Allotment |
|---------------------------------------|---------------------------|
| Less than one (1) year | .5 days per month |
| Years one (1) and two (2) | 5 days |
| Years three (3) and four (4) | 10 days |
| Years five (5) through ten (10) | 15 days |
| Years eleven (11) through twenty (20) | 20 days |
| Years twenty-one (21) or more | 25 days |

* Employees who receive additional vacation days after their 21st year must have those days approved by the superintendent or his designee with no expectations of those days being consecutive.

Seniority shall prevail in the choice of selecting vacation dates.

Employees must submit to the Superintendent their request for vacation dates. In the event that vacation date requests have not been received by March 1, approval will be granted on seniority basis of those submitted.

The vacation periods shall occur between the period five (5) working days after the end of the school year and five (5) working days before the start of the school year. Employees may be allowed a maximum of two (2) weeks' vacation during the school year and three (3) weeks' vacation during the summer recess period with the approval of the Director of Physical Plant. Employees will receive additional compensation at their regular hourly wage rate for a maximum of two (2) weeks of unused vacation leave at the conclusion of each fiscal year. Employees on duty will check and maintain buildings and grounds of the employee on vacation.

The fourth (4th) week of vacation (or third (3rd) week if the employee has not accrued a maximum of four (4) weeks' vacation) may be taken during the Christmas or Easter vacation, subject to the Superintendent's approval. No more than two (2) employees shall be eligible for vacation during the same week. No more than three (3) weeks of vacation will be granted at one time.

ARTICLE IX

HOLIDAYS

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

New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday (or President's Day if designated by the Superintendent)
Easter (two days to be provided over Spring Break)
Memorial Day
Fourth of July

Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Eve Day

The day after Thanksgiving, the day after Christmas and the day after New Years' (provided school is not in session) will be granted on condition that each employee will check his building on said days without additional cost to the School District. Building checks will be made each day before and after a holiday between 8 a.m. - 12 a.m.

All National holidays shall have an alternate day, except Labor Day, if such alternate day does not fall on a school day.

If the National holiday occurs on Saturday, the preceding Friday shall be an alternate day. If the National holiday occurs on Sunday, the following Monday shall be the alternate day (except Easter).

If school is in session on current paid holiday, the employee shall receive an alternate day when school is not in session.

ARTICLE X

RETIREMENT

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

To be eligible for early retirement, the employee must have completed at least ten (10) years of full-time employment in the District prior to his/her retirement; must be at least 62 years but not older than 67 years of age by June 30 of his/her retirement year. For employees who qualify under this retirement benefits plan and provide four (4) years advance notice, the Board shall grant the employees increases of five (5) percent of the employee's IMRF earnings for each of the employee's last four (4) years of employment.

The employee must notify the Superintendent of his/her intention to participate at least two (2) months prior to the beginning of his/her last four years 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.

ARTICLE XI

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 an accidental death and dismemberment insurance program covering each employee on contractual service in the amount of \$30,000 as per schedule of insurance for the employee. Accidental death and dismemberment benefits are payable for loss of life, limbs or sight sustained while the employee is covered under the plan as the result of and within ninety (90) days after an accident.

These benefits are not payable for loss of life, limbs or sight due to injuries resulting from war or any act of war, suicide, or intentional self-inflicted injury, whether sane or insane.

The Board shall maintain a health, hospital and major medical insurance program covering each full-time employee on contractual service and their dependents

The employee will pay \$10 per pay period and the board shall pay the balance of the single coverage insurance for the employee.

For employees hired prior to July 1, 2018, the employee shall pay 16.5% of the dependent premium for the duration of this 2018-2023 Agreement only. This 16.5% employee dependent premium contribution will "sunset" and be discontinued upon expiration of this 2018-2023 Agreement.

For employees hired on or after July, 2018, the employer will make a defined contribution not to exceed \$495 per month for dependent coverage.

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 a 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 employee 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 XII

CONDITIONS

1. The BOARD will assign an employee to the school building if an outside group rents the facility.
2. Each vacancy or new job shall be posted and employees shall be allowed four (4) days in which to make written application for such vacancy. Such posting shall be posted on a suitable and conspicuous location in each of the buildings or if the BOARD so desires each employee may receive a copy of the notice. The posting shall give a complete job description including hours, wages, etc. Application shall be made to the Superintendent and it shall be the responsibility of the applicant to send a copy to the Secretary Treasurer of the Union.
3. Pay periods shall be every second Friday for a total of twenty-six (26) periods per year. If a pay period falls on a legal holiday, payments will be made as conveniently as possible prior to that holiday.
4. Should schools be closed because of emergency conditions (weather, etc.) employees will be expected to work their regular shift. However, should a employees find it impossible to reach his building because of these conditions, he shall notify the designated individual and have the absence counted as emergency leave or sick leave if no emergency days are available to him.
5. The Board shall provide 5 sets of uniforms for each employees defined as work pants and work shirts with school logo. It is expected that employees will wear the provided uniforms whenever on duty. In addition, each employee will receive an allowance of \$250.00 towards incidental equipment such as boots and gloves.
6. Nothing contained in the AGREEMENT shall be construed to deny any employee rights he may have under the Illinois labor laws and regulations.

ARTICLE XIII

DEDUCTION OF UNION DUES

Union dues will 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.


DURATION OF AGREEMENT

This 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 September, 2018.

Passed, and became a part of the minutes, by the BOARD OF EDUCATION DISTRICT NO. 122, LaSalle, Illinois 61301 this 25th day of September, 2018.

SERVICE EMPLOYEES'
INTERNATIONAL UNION
LOCAL UNION 138


By: 

President

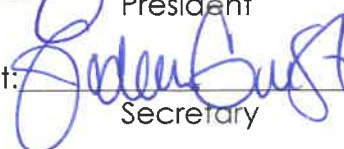
Attest: 

Secretary

BOARD OF EDUCATION
LASALLE ELEMENTARY
SCHOOL DISTRICT 122

By: 

President

Attest: 

Secretary