

**AGREEMENT  
BETWEEN**

**THE BOARD OF EDUCATION  
COMMUNITY UNIT SCHOOL DISTRICT #205  
GALESBURG, ILLINOIS**

**AND**

**THE FOOD SERVICE UNIT  
SEIU LOCAL 73**

**July 1, 2015 through June 30, 2019**

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# **ARTICLE I RECOGNITION**

## **Section 1. Definition**

Whereas, the members of the Board of Education of Community Unit School District #205, Knox and Warren Counties, Illinois, and Local 73 of Service Employees International Union, desire to more clearly set forth the rules and regulations of said School District as they affect the work of all Food Service Workers, and as they affect the adjudication of any differences that may arise between the two aforementioned parties, the members of the Board of Education of said School District #205 and Local 73 of Service Employees International Union have hereby adopted the following agreement.

The Board of Education of Galesburg School District #205, Knox and Warren Counties, Illinois, hereinafter referred to as "the Board" recognizes Local 73 Service Employees International Union, CTW/CLC, hereinafter referred to as "the Union" as the sole and exclusive bargaining agent for all regularly employed full-time and part-time Food Service Workers, excluding the Food Service Director and Assistant Food Service Director.

A full-time worker is one whose regular work day is six (6) or more hours per day (30 hours per week) and whose regular work year consists of at least one hundred seventy (170) days in each school year.

## **Section 2. Unit Work**

Management employees shall not regularly perform bargaining unit work, except for training or in case of emergency.

## **Section 3. Student Work**

Student work is appropriate. The Board will not utilize student workers to replace bargaining unit workers or utilize student work tasks that are appropriate for unit workers.

## **Section 4. Student Work at Production Kitchens**

Students will be allowed to handle trash, fold towels and wipe tables. Students will not handle food, work on the line, or operate machinery or equipment with the exception of spraying trays and loading dish machines. This section shall not be applicable to District-approved student work programs.

## **ARTICLE 2 MANAGEMENT AND DIRECTION OF EMPLOYEES**

The management and direction of the work force including the right to plan menus, plan, direct and assign the work of the workers, hire, suspend, or discharge for proper cause; and introduce new or improved methods of operation, is vested in the Board or its designees.

All functions, rights, powers and authority are retained by the Board except those which are limited by this Agreement.

## **ARTICLE 3 SELECTION OF PERSONNEL**

### **Section 1. Vacancies**

In the event a vacancy or a new position is created within food service staff, the Board shall provide the Union seven (7) working days' notice of the vacancy. All vacancies shall be posted in each kitchen in each school. All positions shall be filled in a timely manner, in any event in no more than twenty-one (21) work days. After positions are filled, a list of all bidders will be made available to the Chief Steward.

When a vacancy or new position occurs within a category of position, workers within that category of position may bid on the vacancy or new position. The senior worker in that category of position who has made a proper bid for such vacancy or new position shall be awarded the position. If no worker in the category has bid on the vacancy or new position, workers from all other categories may apply for the vacancy or new position. The most senior qualified worker will be granted the position. The Board shall have the sole discretion to determine whether or not a worker is qualified for the vacancy or new position. In the event a worker is selected to fill the vacancy or new position, the worker shall serve a probationary period of sixty (60) on the job work days. The probationary worker shall be evaluated two (2) times during the course of the sixty (60) on the job work day period. Evaluations shall be accomplished using the proper District evaluation form. Evaluations shall take place at the job site and be performed by the Food Service Director with prior consultation with the Cook or Head Cook. If the worker's performance is not satisfactory during the sixty (60) on the job work day period, the worker shall be returned to his/her former position if a vacancy exists. If not, the worker will be laid off and subject to recall under the provisions of Article 13, Section 5.

Workers are limited to two (2) lateral transfers within a category of position per year in addition to one (1) promotion in that year, if applicable.

## **Section 2. New Hires**

All workers shall be physically capable of performing the required job duties. The physical exam required by the Board for employment shall be paid by the Board in an amount not to exceed Fifty and 00/100 Dollars (\$50.00). The choice of physician shall be the worker's.

New workers shall be informed of the Union's presence. All workers shall be neat in appearance, of good moral character, and able to work harmoniously with all school personnel as well as students.

New workers shall serve a probationary period of ninety (90) on the job work days. During this period it will be determined whether or not the worker is to continue as a member of the staff. During the probationary period, discipline, suspension, or dismissal are not subject to proper cause standard and may be made without recourse to the grievance procedure. No worker shall be required to serve a second probationary period, except as provided in Section 1 hereinabove, unless his/her continuous employment has been interrupted for five (5) or more years. The probationary worker shall be evaluated two (2) times during the course of the ninety (90) on the job work day period. Evaluations shall be accomplished using the proper District evaluation form. Evaluations shall take place at the job site and be performed by the Food Service Director with prior consultation with the Cook or Head Cook.

## **Section 3. Temporary Involuntary Transfers**

No worker shall be temporarily transferred from one building to another except in an emergency situation or where a substitute cannot be secured.

## **Section 4. Training**

When an employee is awarded a new position, a maximum of one week of training shall be accomplished with the person leaving the position and/or the Cook/Head Cook.

# **ARTICLE 4**

## **FOOD SERVICE DUTIES, RESPONSIBILITIES AND EXPECTATIONS**

### **Section 1. General**

The parties #1 priority is service to District #205 students.

### **Section 2. Telephones**

All workers shall have a telephone in their residence or provide a number at which they can be reached.

### **Section 3. Reimbursement For Sanitation Certificate**

All workers in categories directly involved in the handling and preparation of food are encouraged to obtain and maintain an Illinois Department of Public Health Sanitation Certificate. Upon completion and passing the required course, the worker will be reimbursed for course tuition, fees and book(s). The District will reimburse workers for renewal of the IDPH Sanitation Certificate. *All Food Service employees qualify except Noontime Helpers.*

### **Section 4. Equipment**

All equipment malfunctions shall be reported to the Director of Food Service by the appointed person in each kitchen. The Director of Food Service shall provide direction and/or take steps to have equipment repaired in a timely manner.

### **Section 5. Substitutes**

The Food Service Office will maintain a current list of substitutes. The substitute list will be made available in each Production Kitchen. The Director of Food Service or designee will be responsible to secure substitutes when regular workers are absent. All reasonable efforts will be made to secure as many substitutes as are available and fill worker absences when they occur.

In the event not enough substitutes are available to fill absences, substitutes will be assigned to the area of greatest need.

In the event substitutes are not available, management may perform union work.

### **Section 6. Cleaning**

Cooks, Cook's Helpers and Cashiers will work up to one (1) regular shift to complete cleaning and cashier duties at the beginning of the school year. This work shall be completed at the school site on a weekday prior to school opening. Cooks, Cook's Helpers and Cashiers will work up to one (1) regular shift of additional time on the day following the last scheduled day of meal service to complete cleaning, cashier duties and closing down of kitchens for the summer.

No more than one-third (1/3) of the staff of each building may be approved for unpaid leave on these days.

Large field trip days during the school year provide additional time/days for extra cleaning prior to the last day of the year.

During the summer months workers using school kitchens shall be required to leave kitchens in the same condition as they were when use began.

## **Section 7. Food Service Personnel**

The food service worker shall be responsible for the general appearance and neatness of the equipment and area to which he/she is assigned.

A spirit of cooperation and professionalism shall prevail at all times between the food service staff, students and other District employees. Harassing and/or bullying behavior will not be tolerated.

The use of vulgar or profane language will not be allowed in the work place. The use of intoxicants is prohibited. Familiarity with students or adults, which might be sexually suggestive, is prohibited.

Food service workers may be required to attend mandatory in-service training programs, as well as Registration, outside their normal work hours. Compensation would be at the appropriate hourly rate.

Building principals of all schools shall provide tentative monthly schedules of all activities that involve food service workers to be posted in each kitchen.

## **Section 8. Overlapping**

Food service workers will assist co-workers when necessary in a pleasant and cooperative manner.

## **Section 9. No Smoking**

Smoking is prohibited on school property per the Illinois School Code (105ILCS5/10-20.5b).

## **Section 10. Cell Phones**

Cell phones are to be turned off and placed in lockers during the work time. Employees may quickly check their phones during their 10 minute breaks. Head Cooks are exempt from this provision as long as cell phones are used for business purposes.

# **ARTICLE 5 SCHOOL USE AND FOOD SERVICE RESPONSIBILITY**

## **Section 1. Facility Usage**

When kitchen facilities are rented, there shall be a qualified food service worker on duty. Food service workers wanting to work these functions will be placed on a seniority based extra-duty list developed and maintained by the Food Service Director by building. Each kitchen will be provided an updated list. Required clean up after such functions shall be done by the group renting the facility with the assistance of the food



service worker. The food service worker shall be paid at one and one-half (1 1/2) times his/her regular rate, which includes a one (1) hour minimum.

When the use of the kitchen facility for a school-related function is approved by the administration, the building principal shall determine the need for a food service worker. Qualified workers will be selected from the extra-duty list developed by the Food Service Director. Required clean up after such functions shall be done by the group using the facility with the assistance of the food service worker. The food service worker will be paid at the regular rate of pay, which includes a one (1) hour minimum. The food service worker will be paid one and one-half (1 1/2) times his/her regular rate for hours worked over forty (40) in a given week. In those instances when it is determined that there is no need for a food service worker to be present, the principal shall give the group using the facility written direction to leave the food service area clean and to return all utensils and supplies to their appropriate areas.

In addition to the extra-duty list developed at each building, an open seniority based extra-duty list will be created by the Food Service Director and maintained at the District office for the purpose of filling extra-duties at a building when no one in that building is available to work. Each kitchen will be provided an updated list.

All wages for food service workers will be paid by the District.

## **Section 2. Union Use of Facilities**

Local 73 representatives shall have a right to use school buildings for meetings and to transact official union business at all reasonable times with approval of the building principal, and provided that this does not interfere with or interrupt normal school operations.

## **ARTICLE 6**

### **BENEFIT COVERAGE**

## **Section 1. Changes in Terms of Employment and/or Working Conditions**

In the event the Board considers a change in the terms of employment and/or working conditions of Local 73 that are not covered in this Agreement or were not fully bargained at the time of this Agreement and are mandatory subjects of bargaining the Board will give notice of the proposed change(s) so that Local 73 can make a timely demand to bargain.

## **ARTICLE 7 WORK DAY - WORK WEEK**

### **Section 1. Work Schedules**

Management will set starting and ending times at the beginning of each contract year after consultation through the joint Management-Union Committee (Article 21). Such hours may be adjusted throughout the contract year as the need arises as a result of the school calendar or special events.

All workers are entitled to an earned lunch and/or breakfast each day they work provided they work that shift. Workers are entitled to paid breaks in accordance with the following schedule:

Workers working more than two (2) hours but less than four (4) hours are entitled to a ten (10) minute break during their work period.

Workers working four (4) hours but less than six (6) hours are entitled to a ten (10) minute break and twenty (20) minute lunch during their work period.

Workers working six (6) hours but less than seven and one-half (7 1/2) hours are entitled to a fifteen (15) minute break and a twenty (20) minute lunch during their work period.

Workers working seven and one-half (7 1/2) hours or more per day are entitled to a fifteen (15) minute break and a thirty (30) minute lunch during their work period.

Break times should be staggered among kitchen workers and taken around actual serving times. Staff are required to remain in their work area and be available during breaks/lunch periods as staff are paid during these times.

### **Section 2. Schedule Changes**

When workers are required to come to work outside of the regular schedule or on days when school is closed due to inclement weather they will be compensated for at least one (1) hour at the appropriate rate, or actual hours worked.

There will be no reduction in hours at any time without notice to the Union and an opportunity to bargain.

### **Section 3. Hours of Work**

- A. Head Cook
  - Galesburg High School – 7 hours
  - Churchill - 7 hours
  - Lombard - 7 hours
  
- B. Cook
  - GHS - 6 ½ hours
  - Churchill - 6 ½ hours
  - Lombard - 6 ½ hours
  
- C. Satellite Cook
  - Silas Willard 6 hours
  - Gale 6 hours
  - King 6 hours
  - Nielson 6 hours
  - Steele 6 hours
  
- D. Cashier/Bookkeeper
  - GHS - 5 hours
  - Churchill - 5 hours
  - Lombard - 5 hours
  - Cooke – 5 hours Monday-Friday
  - Gale, King, Nielson, Silas Willard, Steele - 5 hours Monday-Friday
  
- E. Cook's helpers' hours will be based on workload and will range from one (1) hour to six and one half (6 ½ ) hours.
  
- F Noontime Helper
  - 2 hours

The Board and Union will meet prior to the new Silas Willard School being utilized to determine food Service needs in the new facility.

If an emergency closure of a school occurs and the rest of the District remains in session, Food Service staff of the closed building will be assigned to another school for their required work hours that day.

There will be three School Improvement Half Days starting the 2015-16 school year through the 2017-18 school year. Food Service worker's schedules and length of work will be modified, with no more than one hour decrease.

## **ARTICLE 8 OVERTIME**

### **Section 1. Overtime Defined**

All time worked in excess of forty (40) hours in any work week for a school-related function shall be compensated at the rate of time and one-half (1 1/2) the basic hourly rate of pay.

Additional food preparation required by the District and approved by the Food Service Director including but not limited to pastries for meetings, jobs requested by the principal, requests for food service assistance by classroom teachers, and preliminary preparation for banquets, etc. shall be an inherent responsibility of Food Service Program during the contract day. When the additional food preparation is determined by the Food Service Director to be significant, the affected worker(s) will be given at least two weeks advance notice. Additional adjustments that might be necessary must be approved by the Food Service Director.

On those occasions when, at the direction of the Food Service Director, hours are necessary off contract for all or some of a project other than those set forth in paragraph two, such will be done in the appropriate kitchen with workers in that kitchen assigned the work on a rotating basis from a seniority based extra-work list developed by the Food Service Director provided there are no volunteers. Volunteers will first be sought from the appropriate kitchens before volunteers are sought district-wide. The hours, or portions thereof, necessary for such additional work will be at the worker's basic hourly rate plus \$.50 per hour until overtime, as defined, applies. (Exception: The rate of pay for off contract hour food preparation for the Madrigal Dinner will be \$2.50 per hour more than the worker's basic hourly rate of pay until overtime, as defined, applies.) Those who sign up to work are expected to work. If an emergency arises and he/she cannot work, the worker is to contact the Food Service Director or designee immediately.

Management determines the number and the qualifications of workers to be used and hours to be worked in any situation where additional and/or overtime hours are required. Management will develop appropriate procedures so that workers can seek approval for additional and/or overtime hours not anticipated.

After assignments are made for extra events, if a worker does not report or calls off due to an emergency, the Food Service Director or designee will call a substitute from the extra list.

### **Section 2. Overtime Scheduling**

Overtime is first offered to workers in the kitchen(s) where the preparation is required on a rotating basis from the extra-duty list in that kitchen.

A District-wide extra-duty list will be maintained in the central office. Workers from that list will be used on a rotating basis when workers in a specific kitchen are unavailable for extra-duty work. The list will be updated and a copy will be sent to each kitchen.

The Director of Food Service will develop a written work schedule to be provided to each worker for special events.

All overtime for such functions shall be paid by the District.

### **Section 3. Summer School Work Assignments**

Bids shall be posted and work will be assigned by seniority on a rotating basis year to year. Summer work may be assigned to those employees lowest on the seniority lists if no one bids on the available positions.

## **ARTICLE 9 PAY DAYS**

### **Section 1.**

Workers shall be paid every other Friday.

### **Section 2.**

All pay increases shall be effective on the first day of required worker attendance after August 1 each year. Upon the effective date of this Contract, for any new worker hired prior to the last day in January, the year will count as one (1) year for the purpose of salary computation. If a worker is hired after the last day in January, the year will not count for purpose of salary computation.

## **ARTICLE 10 WAGES AND CONTRACT YEAR**

### **Section 1. Wage Rates**

The workers covered by this Agreement shall receive wages according to the negotiated agreement between S.E.I.U. Local 73 and the Board of Education. The contract year is July 1 to June 30.

See Appendix A.

## **Section 2. Pay Upon Promotion**

Persons who are promoted from one job category to a different job category within the union will be placed on the new base wage schedule or retain current wage, whichever is more.

## **Section 3. Payroll**

All employees' payroll information will only be made available to them through Skyward Employee Access. In addition, employees using Direct Deposit will provide the District Payroll Office with Direct Deposit information including the bank account(s) into which they choose to have their compensation deposited. All payroll payments will be direct deposited into the account(s) so designated or employees may utilize the Debit Card option.

# **ARTICLE 11 DISCIPLINE**

## **Section 1. Disciplinary Procedures**

Workers may be disciplined for violation of work rules, and in addition thereto, for acts or omissions to act which unnecessarily endanger the health, safety or property of students, school district employees or members of the public.

The District subscribes to the concept of progressive discipline. While it is desirable to follow the normal sequence of progressive discipline, an infraction may be of such a serious nature as to warrant more severe actions immediately. Steps of Progressive Discipline: (1) Oral Warning, (2) Written Warning, (3) Suspension Without Pay, (4) Discharge.

## **Section 2. Suspension With Pay**

Nothing prohibits the employer from suspending workers with pay pending an investigation of possible worker wrongdoing. Suspensions with pay are not deemed disciplinary.

## **Section 3. Just Cause Suspension Without Pay and Termination**

No worker, (other than a probationary worker) will be suspended without pay or terminated without just cause.

Prior to the suspension without pay or termination of a non-probationary worker, the worker shall have a right to a conference with the supervisor imposing such action. At the worker's request a Union representative will be present. The specific grounds forming the basis for the suspension or termination shall be made available to the

worker and the Union in writing at least twenty four (24) hours in advance of such conference. If the worker does not request Union representation, the Union steward shall nevertheless be entitled to be present.

#### **Section 4. Other Conferences**

A Union representative and worker may also meet with the administration regarding oral or written reprimands. The parties agree that oral and written reprimands may be processed through steps one and two of the formal grievance procedure, but cannot be processed any further.

Where the Board desires to conduct an investigation interview of a worker in which the results of the interview might result in discipline, the Board agrees to first inform the worker that he/she has a right to Union representation at such interview. If the worker desires such Union representation, no interview shall take place without the presence of a Union Steward. However, refusal of the Union Steward to participate in the interview shall allow the Board to proceed with the interview.

#### **Section 5. No Grievance**

The discipline of any probationary worker shall not be subject to the grievance procedure set forth in this Agreement.

## **ARTICLE 12 APPEAL-GRIEVANCE PROCEDURE**

#### **Section 1. Definition**

A "grievance" is defined to mean a complaint by any member in the bargaining unit wherein there has been an alleged violation, misinterpretation or misapplication of any provision of this Agreement.

Each grievance must contain the name(s) of the individual(s) directly affected by the alleged violation, misinterpretation or misapplication. The grievance must contain the location, date, specific relevant fact, relief requested and the article and section of the Agreement that is alleged to have been violated, misinterpreted or misapplied.

#### **Section 2. Purpose**

The primary purpose of this procedure is to secure, at the lowest possible level, a solution to the problem.

### **Section 3. Scope**

- A. The failure of the grievant or Union to act within the time limits set forth herein shall preclude further appeal of the grievance.
- B. The failure of an administrator to act within the time limits set forth herein shall allow the grievant or Union to proceed to the next step of the procedure.
- C. Time limits set forth herein may be extended by mutual agreement in writing.
- D. A Union representative shall be present at all steps of the grievance procedure.
- E. Any investigation or other handling or processing of any grievance shall be conducted so as to minimize interruption of the work activities of the District.
- F. Hearings and conferences under this procedure shall be conducted at a time and place, which will afford a fair, and reasonable opportunity for all persons, including witnesses, to attend.
- G. All time limits set forth herein shall consist of days, which the Unit office is officially open for business.
- H. By mutual agreement in writing, any step in the grievance procedure may be bypassed.
- I. All records related to a grievance shall be filed separately from the personnel files of the workers.
- J. By mutual agreement in writing and filed, cannot be withdrawn by the worker initiating it, but shall be withdrawn if Ng, a grievance may be settled at any step without establishing a precedent.
- K. A grievance, once reduced to deemed proper by the Union's official letter.
- L. In a class action grievance involving two (2) or more workers, the grievance may be submitted directly to the Assistant Superintendent/*Director* for Human Resources.

### **Section 4. Informal Procedure**

The grievant should make a sincere attempt in a face-to-face meeting with the appropriate administrator to resolve the matter informally. A Union Steward may be present.



## **Section 5. Formal Procedure**

- A. **Step One.** If a grievance cannot be resolved informally, the grievant and/or Union shall file a written grievance. The grievance must be filed with the Director of Food Service within fifteen (15) days of the worker's knowledge of the underlying facts giving rise to the grievance or within fifteen (15) days of the informal procedure, whichever is later. Within ten (10) days after such grievance is filed, the parties shall meet in an attempt to resolve the grievance. The Director of Food Service shall make a decision on the grievance and communicate it in writing to the grievant and Union within ten (10) days of the meeting.
  
- B. **Step Two.** In the event a grievance is not resolved at the First Step, the grievant and/or Union shall file, within ten (10) days of the Director of Food Service's decision at the First Step, a copy of the grievance with the Assistant Superintendent/Director for Human Resources. Within ten (10) days after such grievance is filed, the grievant, Union and Assistant Superintendent/Director for Human Resources (and necessary witnesses) shall meet in an attempt to resolve the grievance. The Assistant Superintendent/Director for Human Resources shall make a decision on the grievance and communicate it in writing to the grievant and Union within ten (10) days of the meeting.
  
- C. **Step Three.** In the event a grievance is not resolved at the Second Step, the grievant and/or Union shall file, within ten (10) days of the Assistant Superintendent/Director for Human Resources decision at the Second Step, a copy of the grievance with the Superintendent. Within ten (10) days after such grievance is filed, the grievant, Union and Superintendent (and necessary witnesses) shall meet in an attempt to resolve the grievance. The Superintendent shall make a decision on the grievance and communicate it in writing to the grievant and Union within ten (10) days of the meeting.
  
- D. In the event a grievance is not resolved at the Third Step, the Union may submit the grievance to final and binding arbitration.

## **Section 6. Arbitration**

If the grievance remains unresolved after Step 3, either party may request arbitration within thirty (30) days of the written Board response or the date the response should have been received. The Board and the Union shall try and agree to an Arbitrator, if they cannot agree then the requesting party shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Services (FMCS). The parties shall then alternately strike names from the list until one name remains. The panel in its entirety

may be rejected by either party one time. The cost of the FMCS will be divided equally between the parties.

If only one (1) party requests a court reporter, that party shall bear the cost of the reporter and transcript. Should both parties order a transcript, the cost of the reporter and the transcripts shall be divided equally.

Neither the Board nor the Union shall be permitted to assert any grounds or evidence before the arbitrator, which has not previously been disclosed to the other party. The arbitrator, in his/her opinion, shall be strictly limited to deciding the issues presented in writing by the Board and the Union.

The arbitrator's decision must be based only on his/her interpretation of the meaning or application of the express relevant language of the Agreement.

The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore or add to the provisions of the Agreement.

The decision of the arbitrator shall be final and binding upon the parties in the resolution of a grievance.

The costs and expenses of the arbitrator and incidental expenses mutually agreed upon shall be borne equally by the parties.

The willful failure of either party to appear before the arbitrator will but serve to delay the hearing or invalidate the decision of the arbitrator.

## **ARTICLE 13 SENIORITY**

### **Section 1. Definition**

Seniority means length of continuous service as regular permanent worker of the School District. Overtime is not recognized for purposes of seniority computations. Seniority shall be measured from the first day the worker begins his/her employment duties. When more than one (1) worker begins employment duties on the same day, seniority shall be determined by lottery; said lottery shall be conducted by the Director of Food Service and a Union Steward.

Seniority shall apply, according to the terms of the contract, for layoff, recall, transfer and promotion.

## **Section 2. Categories of Positions and Priority**

For purposes of determining seniority, the following categories of position exist and are prioritized as follows with Head Cook being the highest priority:

- A. Head Cook
- B. Cook
- C. Cashier/Bookkeeper
- D. Cook's Helper
- E. Noon-time Helper

## **Section 3. Seniority List**

By February 1 of each year, the Board, in consultation with the Union, shall develop and post in each kitchen a seniority list by category of position. Workers may be on more than one (1) seniority list.

## **Section 4. Layoff**

When the Board decides to decrease the number of workers employed by the Board or to discontinue some particular type of food service work, *as a result of financial considerations and/or building closures*, the least senior worker in the affected category will be laid off first. If there are workers with less seniority in lower prioritized categories than the worker to be laid off, the worker will be allowed to displace the worker with less seniority in the lower prioritized category.

## **Section 5. Recall**

When a worker is laid off, the worker will be placed on a recall list for the period of time beginning with the layoff and extending for one (1) calendar year from the beginning of the following school term. The most senior worker on the recall list shall be recalled to any vacancy of a lateral or lower category before anyone else is offered the position.

## **Section 6. Loss of Seniority**

All seniority shall be lost upon resignation, retirement, dismissal or upon layoff when recall rights expire.

## **Section 7. Seniority List Exceptions**

The Union shall have thirty (30) days from February 1 of each year to file exceptions to the seniority list. Exceptions shall be filed with the Director of Food Service.

## **ARTICLE 14 SICK LEAVE**

### **Section 1. Sick Leave Defined**

Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household. For employees who work the IMRF "600-Hour Standard" or more, sick leave shall also be interpreted to include birth and adoption. For purposes of this section, "immediate family" shall include parents, step-parents, spouse/or domestic partner, brothers, sisters, children, step-children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, aunts, uncles, and legal guardians. Sick leave may be used as bereavement days.

### **Section 2. Sick Leave Allocation**

The Board shall grant sick leave at the rate of twelve (12) days per contract year for each employee working fifteen (15) hours or more per week. Employees working less than fifteen (15) hours per week will be granted one (1) day per contract year after one full year of service. Unused sick leave shall accumulate to a maximum of two hundred fifty-two (252) days.

### **Section 3. Notice**

Sick days used in excess of six (6) days per year may require a physician's statement if management has reason to believe the worker is abusing sick leave.

When a worker is sick, the worker shall call the Head Cook or Director of Food Service each day the worker is off work unless it is a pre-approved leave.

### **Section 4. Sick Leave for Part-Day Absence**

Sick leave shall be used in one-half (1/2) day increments. If a worker reports to work and finds it necessary to leave prior to having worked one-third (1/3) of the day's normal work hours, said worker shall have a full day deducted from the sick day record. If the worker works over one-third (1/3) of the day's allotted hours, said worker shall have only one-half (1/2) day of sick leave deducted from the record.

**Table for figuring 1/3 time:**

Hours Worked	1/3 Of Work Day
<u>7</u>	<u>2 hr. 30 minutes</u>
6 ½	2 hr. 10 minutes
6	2 hr.
5 ¾	1 hr. 55 minutes
5 ½	1 hr. 50 minutes
5	1 hr. 40 minutes
4 ½	1 hr. 30 minutes
4	1 hr. 20 minutes
3 ½	1 hr. 10 minutes
3	1 hr.

If an employee, who is employed for four (4) or more hours a day, must leave the job due to an emergency and they are within forty-five (45) minutes of the end of their shift, they may leave without a deduction of benefit time, but they will be docked for the time taken.

## **ARTICLE 15 PERSONAL LEAVE**

### **Section 1. Personal Leave Defined**

The Board shall grant personal leave at the rate of two (2) days per contract year for each employee working fifteen (15) hours or more per week. Employees working less than fifteen (15) hours per week will be granted one (1) day per contract year after one full year of service. Workers shall not be required to give a reason to use personal leave. Personal leave shall be used for the purpose of handling affairs, which cannot be transacted on the weekend, or after work hours. Personal leave shall not be used to receive remuneration. The day immediately preceding or immediately following a legal holiday shall not be recognized as a personal leave day except in case of emergency; such requests must be made in writing with specific reason for the request. Personal leave may be used in one-half (1/2) day units. Advance notice of the necessity for personal leave shall be given seventy-two (72) hours prior to the day of the leave except in case of emergency.

## **Section 2. Conversion to Sick Leave**

Unused personal leave shall be converted to sick leave at the end of the school year.

## **Section 3. Request Procedure**

Personal Day requests are made through Skyward.

# **ARTICLE 16 INSURANCE PROTECTION**

## **Section 1. Coverage**

The eligible workers of Local 73 shall have the same coverage, benefits and provisions concerning medical insurance, vision and dental insurance, and life insurance as provided other District #205 employees.

## **Section 2. Benefit Plan**

District #205 shall provide eligible workers of Local 73 with a copy of the most recent edition of Community Unit School District #205 Health Benefit Plan.

## **Section 3. Nine (9) Month Workers**

The annual insurance premium for nine (9) month workers shall be prorated over the nine (9) months the worker is at work.

## **Section 4. Representation**

Local 73 is guaranteed representation on the District #205 insurance committee.

# **ARTICLE 17 PAID HOLIDAYS**

## **Section 1. Holiday Work**

Workers shall not be required to work on legal holidays that are non-school days as established by the Board of Education and specified in the annual school calendar.

## **Section 2. Holidays**

The following holidays shall be observed, with pay, at the regular rate unless otherwise specified:

Labor Day.....	1 <sup>st</sup> Monday in September
Columbus Day.....	2 <sup>nd</sup> Monday in October
Veteran's Day.....	November 11(only when it falls during work week)
Thanksgiving Day.....	4 <sup>th</sup> Thursday in November
Day after Thanksgiving Day.....	4 <sup>th</sup> Friday in November
Christmas Eve.....	December 24
Christmas Day.....	December 25
New Year's Eve.....	December 31
New Year's Day.....	January 1
Martin Luther King Day.....	3 <sup>rd</sup> Monday in January
Presidents Day.....	3 <sup>rd</sup> Monday in February
Casmir Pulaski Day.....	1 <sup>st</sup> Monday in March
Good Friday.....	Friday before Easter
Memorial Day.....	4 <sup>th</sup> Monday in May

Employees will work on Pulaski Day and/or Columbus Day when the adopted school calendar designates them as student attendance days. The affected employees will receive an extra day of pay during the pay period in which the holiday falls.

## **Section 3. Holidays on Non-Work Days**

When a holiday falls on a non-work day, workers will receive an additional day of pay excluding Veterans Day.

## **Section 4. Part-Time**

Workers working fifteen (15) hours or more per week shall receive the same paid holidays as full-time food service workers and shall be compensated based upon their regular daily schedule.

Workers working less than fifteen(15) hours per week shall receive Thanksgiving and Christmas as paid holidays and shall be compensated based upon their regular daily schedule.

## **Section 5. Holiday Work**

When food service workers work on a holiday, they will receive holiday pay plus pay for all hours worked.

**ARTICLE 18**  
**TRANSPORTATION ALLOWANCE**

Workers required to drive personal automobiles in the course of their employment and in authorized service to the District shall be reimbursed at the current rate as established by the IRS.

**ARTICLE 19**  
**DRESS CODE AND CLOTHING ALLOWANCE**

**Section 1. Allowance**

The Board of Education shall provide five (5) polo or henley type shirts to all food service workers with the exception of the noontime helpers, on a renewal basis each year. Workers may select a long or short sleeve or combination thereof. New shirts will be furnished within the first 20 days of service. Workers may elect to receive \$60.00 in lieu of shirts. The \$60.00 will be used to purchase other work clothing compatible with the guidelines in Section 2 below.

**Section 2. Guidelines**

Clothing requirements are as follows: Solid colored, appropriate slacks, skirts or shorts and slip resistant shoes. Uniform tops provided by the District. Hairnets are required to be worn at all times.

Clothing may be altered in accordance with activities at the individual schools to allow staff to participate in events in showing of school spirit but not more than once a week unless approved by the Director of Food Service. If a school has pre-determined spirit days scheduled throughout the school year that exceed once a week, the Head Cook/Cook may ask for permission to participate at the beginning of the year for the entire year.

Section 3. At ratification the unit will select three employees to meet with the Dir. Of Food Service to give input into the selection of the uniform shirts.

**ARTICLE 20**  
**SERVICE BONUS**

The Board shall grant a long-term service bonus in the amount Three Hundred and 00/100 Dollars (\$300.00) per year for every completed year of service to District #205 provided the worker has a minimum of ten (10) years of service to the District and has informed the District three (3) months in advance of their last day of work. The bonus shall be payable in full no earlier than 31 days, nor more than 60 days after, the final day of work. Full years of service are computed from the date of hire.



In the event of the death of a worker, the service bonus will be paid in lump sum to a named beneficiary.

## **ARTICLE 21 COMMUNICATIONS BETWEEN MANAGEMENT AND FOOD SERVICE**

### **Section 1. Committee**

A joint Management-Union Committee shall be held at least once each month at a date and time agreeable to both parties. The Union group shall consist of no more than four (4) members including Union Stewards.

### **Section 2. Purpose**

The purpose of the Joint Management-Union Committee monthly meeting is to discuss implementation of this agreement and working conditions, including health and safety concerns, as well as personnel and other job-related issues. These discussions will not be considered as collective negotiations nor shall they be used in place of bargaining mandatory subjects of bargaining.

## **ARTICLE 22 DISCRIMINATION**

The Board agrees not to discriminate against any worker on the basis of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, sexual orientation, or unfavorable discharge from military service.

## **ARTICLE 23 UNION SECURITY, UNION RIGHTS**

### **Section 1. Check-off**

Upon receipt by the Board of a voluntary check-off authorization form dated and executed by a worker, the Board shall deduct dues and fees for Union programs from the wages owed said worker. The deductions shall remain in force until such authorization is revoked by the worker. The Board will forward the monies so deducted to the Union not later than the last day of the calendar month in which the deduction is made. The Board will send an itemized list of such deductions along with the money deducted. A union member desiring to revoke their current union membership, may do so by written notice to the Employer and the Union during the thirty (30) day period prior to the expiration of this contract. Thereafter, such employee shall pay their fair share according to the below Section 2.

## **Section 2. Fair Share**

The employer agrees to implement fair share. Each worker, as a condition of employment, on or before thirty (30) days from the date of beginning of duties or the effective date of this Agreement, whichever is later, shall join the Union or pay a fair share fee to the Union. The fair share fee shall not exceed the amount of dues required of members of the Union. Fair share fees shall be collected via payroll deductions by the Board and forwarded to the Union along with an itemized listing of such deductions.

In the event any employee covered hereby is precluded from making Fair Share contributions as required above on account of bona fide religious tenets or teachings of a church or religious body of which that employee is a member, that employee shall have the right to refuse to allow said deduction, provided, however, that said right to refuse shall continue only so long as the employee make contributions at least equal in amount to the Fair Share Fee amount to a non-religious charitable organization mutually agreed upon by the employee so refusing and the Union. For this purpose the Union shall certify to the employer the names of all employees covered hereby who are relieved of the obligation to pay the Fair Share Fee by virtue of this Section; and it shall be the sole obligation of the Union to verify that contributions contemplated hereby have actually been made that that said employees are not subject to a Fair Share Fee deduction. The union agrees to provide notices and appeal procedures to employees in accordance with applicable law.

## **Section 3. Indemnification**

The Union agrees to indemnify and hold the Board harmless against any legal claim that might be brought against the Board based upon the Board's non-negligent compliance with Section 1 and 2 of this Article. This section shall not apply to any claim that may arise as a result of willful misconduct or imperfect execution of Sections 1 and 2 of this Article.

## **Section 4. Worker Rights**

The Board shall not discriminate against any worker in the exercise of his/her rights guaranteed under the Illinois Educational Labor Relations Act.

## **Section 5. Union Leave**

Local Union representatives will be allowed time off without pay for legitimate Union business, subject to the following restrictions. The Union will request no more than one (1) worker off at any one time. Union leave will be limited to no more than ten (10) cumulative days in any school year. Request for leave will be made at least five (5) working days in advance to the Director of Food Service. The Union will reimburse the District for the cost of any substitute.

## **Section 6. New Hire**

All new hires shall have access to the appropriate Union Steward at any time it does not interfere with the worker's duties.

## **Section 7. Access to Premises by Union Representatives**

Authorized agents of the Union, upon notifying the appropriate employer representative, shall have reasonable access to work areas.

## **Section 8. Union Activity During Working Hours**

Workers, who are parties of interest, witnesses or Union representatives shall be able to attend grievance hearings without loss of pay. Workers who attend meetings at the direction of the Board/Administration shall attend without loss of pay.

## **Section 9. Stewards**

The Union will provide updated lists of Stewards to the Board.

# **ARTICLE 24 LEAVE**

## **Section 1. Jury Duty**

Any worker called on to serve on any jury shall not lose any pay or accumulated leave, but must reimburse the District for money received for jury duty.

## **Section 2. Dock Days**

Dock days are for use following the exhaustion of appropriate and available leave days; i.e. personal, sick. Dock days require pre-approval by the District and are for emergency and non-optional purposes only.

# **ARTICLE 25 NO STRIKE - NO LOCK OUT**

## **Section 1. No Strike**

Neither the Union, its officers, nor any of its members shall engage in, encourage or otherwise participate in any work stoppage, or strike the District during the term of this Agreement.

## **Section 2. No Lock Out**

The Board agrees that during the term of this Agreement the Board will not lock out workers.

**ARTICLE 26  
JOB SECURITY**

The Board agrees not to contract out food services for the school breakfast and lunch programs performed by Local 73 for the duration of this Agreement.

**ARTICLE 27  
AMENDMENTS AND SAVINGS CLAUSE**

**Section 1. Amendments**

The terms and conditions of this agreement may be modified by alteration, change, addition to or deletion only through the voluntary, mutual consent of the parties in a written amendment to the agreement.

**Section 2. Savings Clause**

Should any article, section or clause of this agreement be declared illegal by a court of competent jurisdiction, said article, section or clause, as the case may be, shall be automatically deleted from this agreement to the extent that it violated the law. The remaining articles, sections and clauses shall remain in full force and effect for the duration of the agreement.

**ARTICLE 28  
DURATION AND TERMINATION**

This Agreement shall be in effect from the date of execution hereof, July 1, 2015, and until June 30, 20 19, with a wage-only reopener for 7/1/2017 and 7/1/2018.

**ARTICLE 29  
NOTIFICATION**

The Board agrees to notify Local 73 in a timely way of any change in the status of the Food Service Director.

APPENDIX A

**C.U.S.D. #205 Food Service Wage Schedule**

<b>Head Cook @ LMS, CJHS, and GHS</b>	<b>2015-2016</b>	<b>2016-2017</b>	<b>2017-2018</b>	<b>2018-2019</b>
	\$ 12.69	\$ 12.88	\$ 13.03	\$ 13.18

<b>Satellite Cooks</b>	<b>2015-2016</b>	<b>2016-2017</b>	<b>2017-2018</b>	<b>2018-2019</b>
	\$ 11.00	\$ 11.20	\$ 11.35	\$ 11.50

<b>Cook</b>	<b>2015-2016</b>	<b>2016-2017</b>	<b>2017-2018</b>	<b>2018-2019</b>
	\$ 10.90	\$ 11.05	\$ 11.20	\$ 11.35

<b>Cashier / Bookkeeper</b>	<b>2015-2016</b>	<b>2016-2017</b>	<b>2017-2018</b>	<b>2018-2019</b>
	\$ 9.70	\$ 9.85	\$ 10.00	\$ 10.15

<b>Cooks Helper</b>	<b>2015-2016</b>	<b>2016-2017</b>	<b>2017-2018</b>	<b>2018-2019</b>
	\$ 9.16	\$ 9.30	\$ 9.45	\$ 9.60

<b>Noontime Helper</b>	<b>2015-2016</b>	<b>2016-2017</b>	<b>2017-2018</b>	<b>2018-2019</b>
	\$ 9.16	\$ 9.30	\$ 9.45	\$ 9.60

Current employees, hired prior to June 1, 2011 will receive a wage increase of 0.25 per hour per year in each of the next two years: 2017-2018 and 2018-2019.

Individual's hired after May 31, 2011 will earn the Base Wage determined for that position, in the chart above.

**APPROVED BY:**

Local 73 of Service Employees International Union, CTW-CLC

\_\_\_\_\_  
President

\_\_\_\_\_  
Sr. Field Organizer

\_\_\_\_\_  
Local 73

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Local 73

\_\_\_\_\_  
Local 73

DATE: \_\_\_\_\_

**ADOPTED BY:**

Members of the Board of Education School District #205

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

DATE: \_\_\_\_\_