

# **AGREEMENT**

**between**

**THE BOARD OF EDUCATION**

**&**

**FOOD SERVICE EMPLOYEES**

**INTERNATIONAL UNION, LOCAL NO.73**

**CONSOLIDATED HIGH SCHOOL**

**DISTRICT NO. 230**

**JULY 1, 2018 - JUNE 30, 2023**

**AGREEMENT**  
**BETWEEN**  
**THE BOARD OF EDUCATION OF**  
**CONSOLIDATED HIGH SCHOOL DISTRICT NUMBER 230**  
**AND**  
**FOOD SERVICE EMPLOYEES INTERNATIONAL UNION,**  
**LOCAL 73**  
**JULY 1, 2018**  
**TO**  
**JUNE 30, 2023**

## TABLE OF CONTENTS

ARTICLE I	Preamble.....	Page 1
ARTICLE II	Scope of Conduct.....	Page 1
ARTICLE III	Administrative Organization.....	Page 3
ARTICLE IV	Probationary Period.....	Page 4
ARTICLE V	Classifications and Rates of Pay.....	Page 5
ARTICLE VI	Seniority, Transfers, and Promotions.....	Page 6
ARTICLE VII	Layoff and Recall.....	Page 9
ARTICLE VIII	Work-Year, Work-Week, Work-Day, Work Schedule, Temporary Assignment.....	Page 10
ARTICLE IX	Emergency Closing of School.....	Page 12
ARTICLE X	Hours of Work and Overtime.....	Page 13
ARTICLE XI	Holidays with Pay.....	Page 14
ARTICLE XII	Leaves of Absence.....	Page 15
ARTICLE XIII	Payroll Procedure.....	Page 22
ARTICLE XIV	Jury Duty.....	Page 24
ARTICLE XV	Discipline, Suspension, and Termination.....	Page 24
ARTICLE XVI	Rest Periods.....	Page 27
ARTICLE XVII	Sanitation and Health.....	Page 27
ARTICLE XVIII	Insurance.....	Page 28
ARTICLE XIX	Bulletin Board.....	Page 33
ARTICLE XX	Retirement Fund.....	Page 33

ARTICLE XXI	District 230 Retirement Plan.....	Page 34
ARTICLE XXII	Injury on the Job.....	Page 35
ARTICLE XXIII	Fair Share.....	Page 38
ARTICLE XXIV	Grievance.....	Page 40
ARTICLE XXV	No Strike, No Lock-Out Pledge.....	Page 45
ARTICLE XXVI	Required Attire.....	Page 46
ARTICLE XXVII	Severability & Right to Reopen.....	Page 47
ARTICLE XXVIII	Access to Employee Lists.....	Page 47
ARTICLE XXIX	Amendments.....	Page 48
ARTICLE XXIX	Effective Date, Termination and Validity.....	Page 48

## **ARTICLE I**

### **PREAMBLE**

**THIS CONTRACT** (also called the Collective Bargaining Agreement) is entered into this first day of July, 2018, by and between the Board of Education of Consolidated High School District Number 230, County of Cook, State of Illinois, hereinafter referred to as the Employer or Board, and the Service Employees International Union, Local No. 73, affiliated with the CLC, CTW, hereinafter referred to as the Union.

**THEREFORE**, the parties agree as follows:

## **ARTICLE II**

### **SCOPE OF CONTRACT**

1. The Board recognizes the Union as the exclusive bargaining representative for the Food Service Staff of Consolidated High School District Number 230, Cook County, Illinois.

2. To be eligible for inclusion in the bargaining unit, a Food Service Employee must be employed on a regular basis for a minimum of 20 hours per week.

3. Food Service personnel may become members of the Union upon completion of their probationary period, but membership is not mandatory. The Employer agrees that it will not discriminate against any employee because of Union membership or because of legitimate Union activity and no member of management will initiate action that will encourage or discourage Union membership. The Union agrees that it will not transact Union business during normal work hours, unless agreement has been previously approved by the Employer. The Union agrees not to discriminate against any employee. Further, the Union agrees not to unreasonably deny any employee membership in the Union.

4. The policies adopted in this Contract are not applicable to individuals or firms who contract to do work for the Board on a temporary basis. Further, to the extent that the Board shall contract out the work performed by employees covered by this Contract the provisions of this Contract shall become null and void.

## **ARTICLE III**

### **ADMINISTRATIVE ORGANIZATION**

1. The Board is the elected body in which final authority for the determination of all policies and actions relating to the operation of Consolidated High School District Number 230, Cook County, Illinois, is vested.

2. The Superintendent of Schools is the Chief Administrative Officer of the Board and, as such, has been delegated by the Board the authority and responsibility for the administration and implementation of all rules, regulations, and policies adopted by the Board.

3. The Superintendent of Schools delegates to the Director of Food Service the overall responsibility of managing the cafeterias of the School District. The Supervisor will assist the Director of Food Service in this responsibility.

4. The assignment of duties to the Food Service Staff shall be made by the respective Supervisor, subject to the approval of the Director of Food Service.

5. The reference to "Board" in this collective bargaining agreement should be interpreted as interchangeable with "the administration" with regard to operational matters and decision making that is not exclusively that of the Board under current law.

6. Except as limited by the specific provision of the Agreement, all management rights and functions shall remain vested exclusively in the Board.

## **ARTICLE IV**

### **PROBATIONARY PERIOD**

1. All new employees shall be hired on a probationary basis for a period of 60 days of actual work. All employees become a part of the Federal Government's Social Security System and of the Illinois Municipal Retirement Fund beginning with the first day of employment.

2. Employees who have not attained continuing employment may be dismissed without respect to seniority and no grievance can be filed for such action.

3. No employee shall be required to serve a second probationary period for the same job classification unless continuous service on the job has been broken by two (2) or more years in another classification.

4. All appointments or promotions into a higher paying classification are subject to thirty (30) days of actual work for the qualifying period before the assignment becomes permanent. The new rate of pay will begin on the first day of the appointment or promotion, if the probationary period is successfully served or not. If an employee who had successfully completed the probationary period in the previously held position does not satisfactorily complete the thirty (30) work day qualifying period in the new position, then that employee shall be permitted to return to his/her previous position or an available position in the same classification as determined by management.

## **ARTICLE V**

### **CLASSIFICATIONS, AND RATES OF PAY**

1. The rate of pay of employees covered by this Contract is set forth in **APPENDIX A** of this Contract, which is attached hereto and made a part hereof.

2. Supervisors and/or Administrative Staff who are not in the bargaining unit will not perform bargaining unit work during regular scheduled work shifts, except in cases of emergency, as determined by the Supervisor, training, or if a bargaining unit employee requests assistance.

## **ARTICLE VI**

### **SENIORITY, TRANSFERS AND PROMOTIONS**

1. Seniority Definition: Seniority means length of service to the School District and shall accumulate commencing with the first day of the employee's most recent continuous employment in the bargaining unit. Seniority shall be calculated on a District-wide basis. Seniority for each employee will be established by using the date of employment that is part of the official minutes of the Board.

In the event of any ties in seniority, then any length of service as a temporary food service worker shall be used to determine seniority ranking. If a tie still exists, then total years of other non-consecutive service in the District shall be used as the deciding factor. Resolution of any further ties in seniority shall be made by drawing the names of those in question from a hat.

A seniority roster of employees covered by this Contract will be posted in each cafeteria by October 1st of each school year.

2. Transfers: There is reserved for the Board the right to fill vacancies, reassign, transfer, and promote employees, and to establish or change the work classification or duties of any employee, subject to Article VI, Section 3, of this Contract. The administration will within 30 working days notify the Union's steward or representative as to major permanent changes in an employee's work and when transferring an employee to another building, except in emergencies or where other good reason prevents such notification.

3. Promotions: It is the policy of the Board to promote from within the ranks of its Food Service Staff, any employee qualified to fill a permanent vacancy in the bargaining unit and to post all permanent vacancies. A permanent vacancy is defined to exist when there is a new job in the bargaining unit created which is to be filled or when a previous incumbent is to be replaced due to that incumbent's termination, promotion or demotion. Notice of permanent vacancies will be posted for at least five (5) work days and bids will be received from all present cafeteria employees who have successfully served a probationary period. The notice shall include the position, school, and the current rate of pay.

The filling of a permanent vacancy, except in the position of Head Cook, shall be based upon seniority and the skill and ability of the employee to fulfill the qualifications for the job in question. The Board shall have the right, in its sole discretion, to promote an employee to the position of Head Cook. All Assistant Cooks will be afforded the opportunity to be trained and given the opportunity by seniority to substitute as a Head Cook on a rotating basis. All General Workers will be afforded the opportunity to be trained and given the opportunity by seniority to substitute as an Assistant Cook on a rotating basis. Notwithstanding the foregoing, if, in the opinion of management, no current employee fulfills the qualifications or possesses the skills and abilities called for in the job opening, management reserves the right to employ from outside the bargaining unit as necessary to fill the job in question. If an employee bids for a posted position (other than that of Head Cook) and the position is given to a less senior employee, then the more senior employee may request and receive the reasons for the decision.

4. Time Frame for Filling Vacancies: Appointments or promotions to any vacancy shall be made at the earliest practical date and not to exceed sixty (60) calendar days from the last day of the bidding process prescribed in Article VIII, Section 3.

## **ARTICLE VII**

### **LAYOFF AND RECALL**

1. Layoff: If the Board decides to layoff any bargaining unit employees or reduce their hours, newly hired probationary employees shall be laid off first. If more reductions are determined necessary by the Board, the least senior employee(s) in the affected classification(s) shall be laid off. If the affected employee who is laid off from a higher classification is more senior than the least senior employee in a lower classification, he/she shall bump the least senior employee in that classification provided the employee is qualified to fill the position. The Board shall give prior notice to the Union and affected employees if food service staff are to be laid off or have their hours reduced. The Board will provide official notice to any employees who are to be laid off or have their hours reduced at least thirty (30) days prior to the effective date of the layoff or hours reduction. The Union may request to bargain the impact of the layoff or hours reduction.

## **ARTICLE VIII**

### **WORK-YEAR, WORK-WEEK, WORK-DAY, WORK SCHEDULE, TEMPORARY ASSIGNMENT**

1. Work-year: is defined as the period beginning with the opening of school each year (usually an Institute Day) and ending at the close of school each year.

2. Work-week: for the purpose of this Contract, the work week shall begin at 12:01 a.m. on Monday and end at 12:00 midnight on Sunday.

3. Work-day: the normal work-day for full-time Food Service Employees shall not exceed eight (8) hours. Each Food Service Employee shall be assigned a minimum number of hours to be worked daily, such assignment to be made on an annual basis, prior to the start of each school term.

4. When an employee is absent it may become necessary for the Supervisor to temporarily assign the absent employee's duties to a Food Service Employee of lower classification. Beginning with the first (1st) full work day, the employee performing the absent

employee's duties shall receive the rate of pay that would be due if the employee were assigned to the position on a permanent basis including sick leave and holiday benefits. Rate of pay is determined by the position differential listed in Appendix A.

5. A substitute employee is defined as an employee hired solely for the absence of a bargaining unit employee at any of the schools in District 230. The substitute employee shall remain only for the duration of the absences/leaves. If a bargaining unit employee cannot return to work, the current substitute pool will be given an opportunity to apply for the bargaining unit vacancy after the bidding process has been exhausted as prescribed in Article VI, Section 3. This Section shall not supersede Article VIII, Section 4.

6. The work assignments for all employees covered by this Contract shall be designated by the Supervisor, subject to the approval of the Director of Food Service.

7. When the Board establishes a new job description or significantly modifies a current job description, the Board shall notify the Union in writing prior to the effective date of the changes, the proposed effective date, and the nature of the changes, including any proposed new salary position differential. For new classifications or if significant changes are made in the job description, upon request, the Union and the Board will negotiate in good faith over the effects of such changes.

## **ARTICLE IX**

### **EMERGENCY CLOSING OF SCHOOL**

1. Those Food Service Employees who are scheduled to report to work at 6:30 a.m. or earlier may not be able to hear the radio broadcast concerning the closing of school in case of emergency. If they report to work on such a day, they will be paid for three (3) hours time.

2. Those cafeteria employees who are scheduled to report to work after 6:30 a.m. will not be paid on days when school is closed because of emergency.

## **ARTICLE X**

### **HOURS OF WORK AND OVERTIME**

1. For all full-time employees, time worked in excess of eight (8) hours in one day shall be at the rate of time and one-half of the regularly hourly rate of pay. All hours actually worked in one week in excess of 40 hours shall be at time and one-half of the regular hourly rate of pay. All overtime due an employee who has actually worked in excess of 40 hours in any week, shall be computed under the rules governing overtime for employees under the Fair Labor Standards Act, U.S. Department of Labor, as amended. There shall be no pyramiding of overtime hours.

2. Starting and quitting time shall be established in accordance with school requirements so as to be uniform so far as it is practicable. From time to time it may be necessary to adjust the starting and quitting time of some job assignments. Employees affected shall receive notice of such changes.

3. It is recognized that it is sometimes necessary for Food Service Employees to work extra hours that are not related to the student hot lunch program. Straight-time pay will be earned for hours worked Monday through Friday, 6:00 a.m. - 3:00 p.m. All hours outside of 6:00 a.m. - 3:00 p.m., Monday through Friday, shall be compensated at time and one-half.

4. All Food Service Employees will observe regular working hours and will personally punch the time clock. Everyone must comply with this regulation without exception. No employee shall punch the time clock for any other employee. Violation of this procedure may lead to discipline, suspension, and/or dismissal.

## **ARTICLE XI**

### **HOLIDAYS WITH PAY**

1. During the term of this Agreement, any employee covered by this Contract shall observe ten (10) holidays as days off and with full pay:

New Year's Day	Columbus Day
Spring Holiday	Veterans' Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Labor Day	Christmas Day

2. Employees must be on the job the last scheduled work day preceding a school holiday and the first scheduled work day following a school holiday in order to be eligible for holiday pay. However, employees on paid sick leave, bereavement leave, or jury duty, will be paid for the holiday.

3. If school is in session on Veteran's Day, the employee will be required to work on that day but will be granted one (1) day off annually at a time mutually agreeable to the Supervisor and the employee. The day off will be considered a "floating holiday" without stipulations. This floating holiday will not be denied in conjunction with other holidays, weekends, personal days, vacation and can be taken anytime during the year with the mutual agreement of the immediate supervisor and that employee.

## **ARTICLE XII**

### **LEAVES OF ABSENCE**

#### **1. Sick Leave**

a. Sick leave is applicable to all employees whose assignment is on a regular basis.

b. Newly hired probationary employees must present a doctor's certification of sickness or prescription to receive paid sick leave.

c. The Board shall grant employees sick leave provisions in the amount of ten (10) days at full pay during the school term each school year. If an employee does not use the annual amount of sick leave thus allowed, the unused amount as shown in the employee's record as of the date of ratification of this Agreement

shall accumulate to a total of 240 days of available sick leave, at full pay, including the leave of the current school year.

d. Sick leave may be used in cases of personal illness, quarantine at home, serious illness or death of anyone residing in the household or immediate family, or birth, adoption, or placement of adoption.

e. For purposes of this section, "immediate family or household" shall include parents, spouse, brothers, sisters, children, foster children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.

f. The Board may require a physician's certificate as a basis for pay during leave after an absence of three (3) consecutive work days for personal illness, or as it may deem necessary in other cases. If a physician's certificate is required, it must include a written statement that in the medical opinion of the physician the employee was medically unable to work on the day or days in question. If the Board requires a certificate during a leave of less than three (3) days or directs an employee to undergo a physical examination after the initial medical examination required for employment, it shall pay the expenses incurred by the employee. Employees must provide, at their own expense, any medical verification required for a leave of absence. (School Code, 24-5 and 24-6).

g. If, for any reason, an employee cannot work the shift, the employee must call in and so inform the Supervisor or designee stating the reason for the inability to work. The school should be notified at the earliest opportunity. Unless prior arrangements have been made with the Supervisor, a call must be made for EACH DAY that an employee cannot work.

2. Personal Leave

a. Upon completion of the probationary period, an employee is eligible for one day of paid personal leave during the first year of employment and one day of paid personal leave during the second year of employment. After two (2) full years of continuous service with the District, an employee is eligible for two (2) days of paid personal leave annually. Personal leave shall not be taken during the first five (5) days or last five (5) days of school, or immediately before or after a school holiday or Spring and Winter break, except with prior written approval. Personal days may be used consecutively, if approved. An employee who has completed two (2) full years of continuous service and does not use a day(s) of his/her personal leave days during a work year shall have the unused day(s) accumulated to four (4) personal days and then added to his/her accumulated sick leave.

b. All requests for personal leave shall be submitted through Skyward Employee Access, but no reason for the leave must be given. An employee must submit a leave request at least two (2) working days in advance of the day of the requested leave, except for emergencies where no time requirement for submitting is needed. After the District receives a request for a personal leave day, the supervisor will process the request through Skyward within two (2) working days of receiving the request as being either approved or denied. In cases of emergency, the supervisor will render a decision as soon as possible. Personal leave shall not be unreasonably denied.

### 3. Bereavement Leave

a. The purpose of bereavement leave is to provide time for planning and attending the wake and funeral or memorial service of the deceased, or traveling to the funeral or memorial service if it is out of state.

b. A maximum of three (3) work days, five (5) for spouse or child, will be allowed on account of the death of an immediate family member. If travel time is necessary following the funeral or memorial service, proper arrangements may be made with the Director of Food Service, subject to the approval of the Assistant Superintendent of Human Resources.

c. In order for the employee to receive bereavement leave, the funeral or memorial service of the deceased must be attended. Proof of attendance must be provided.

d. Immediate family will be interpreted to include mother, father, step-mother, step-father, grandparents, grandchildren, brother, sister, son, daughter, stepson, stepdaughter, husband, wife, domestic partner and corresponding in-laws, or anyone living on a permanent basis in the immediate household.

e. One (1) day will be allowed on account of death of a secondary relative for the purpose of attending the funeral or memorial service. Secondary relatives shall be interpreted as aunt, uncle, niece or nephew.

d. Employees who are on an extended leave of absence, such as FMLA, Parental, Educational or Other leaves are not eligible for Bereavement Leave.

## 5. Other Leaves of Absence

Other leaves of absence may be granted by the Board upon written application for conditions of ill health, maternity, school, or for other reasons approved by the Board. No employee, however, shall be granted a leave of absence to seek employment elsewhere and any employee who accepts employment elsewhere while on leave automatically forfeits fringe benefits and seniority rights, and employment is automatically terminated. No employee will

accumulate sick leave, other fringe benefits, or seniority during leaves of absence, with the exception that employees on leave that does not exceed the length of leave afforded under the Family and Medical Leave Act (i.e., 12 weeks) will continue to accumulate seniority. For all others on authorized leaves of absence, seniority shall be retained but shall not continue to accumulate during the leave.

6. Unpaid Days

Days off without pay are highly discouraged due to the impact upon departmental operations. The Director of Food Service may approve at his/her sole discretion, a day off without pay to address extenuating circumstances which necessitate an unpaid absence from work. Each request will be reviewed on its own merit. Factors to be considered in approving or denying such leave requests are: frequency of request, time of year request is made and estimated availability of substitutes. Decisions made by the Food Services Director are final and not subject to grievance.

7. Family and Medical Act Leave

Eligible employees are entitled up to 12 work weeks of FMLA leave in accord with the provisions of the District's FMLA policy.

8. Temporary Disability Duration and Leave

An employee who is absent because of personal disability or incapacity shall be deemed temporarily disabled in accordance with the following:

Employed in District		Temporary Disability
0 thru 1 year	-	20 consecutive school days
2 thru 5 years	-	60 consecutive school days or the exhaustion of paid leave, whichever happens last
6 thru 10 years	-	less than 110 consecutive school days, or for less than 110 out of 140 school days from the same illness or incapacity, or the exhaustion of paid leave, whichever happens last
11 or more years	-	less than 150 consecutive school days, or for less than 150 out of 180 school days from the same illness or incapacity, or the exhaustion of paid leave, whichever happens last

If a temporarily disabled employee does not have sufficient accumulated sick leave days or unpaid leave under the Family and Medical Leave Act to cover the duration of his/her absence, the Board shall grant the employee an unpaid leave of absence for the period of temporary disability, but not to exceed the number of days shown above as calculated from the onset of the disability (i.e., sick leave, FMLA leave, and temporary disability time lines run concurrently). In its sole discretion, the Board may grant any employee who remains disabled for more than the days shown above and whose accumulated sick leave has been exhausted an extended unpaid leave of absence. Any such decision to grant an employee an extended unpaid leave of absence for disability is non-precedential and may not be grieved under the grievance and arbitration provisions of this Agreement.

### **ARTICLE XIII**

#### **PAYROLL PROCEDURE**

1. Food Service Employees will receive pay checks in accordance with regular District payroll procedures in effect from time to time. District payroll procedures will provide for no less than two pay days per month. If any pay day falls on a school holiday, pay day will be the last working day prior to the holiday.

2. Any payroll adjustment, including overtime pay or docking, will be made in the regular check received the pay day following the pay day for the pay period in which the overtime was earned or the reason for docking occurred.

3. In case of termination of employment, any pay due at the time of termination will be given to the employee personally by the Supervisor or the Director of Food Service on the next regular pay day date, or will be mailed on the next pay day date. If the employee wants the final check mailed, it will be the employee's responsibility to furnish the payroll department an up-to-date address to which the check should be mailed.

4. All salaries are subject to withholdings as provided by law, plus other deductions requested by the employee (insurance, tax sheltered annuity, credit union, union dues, etc.), provided the plans are in effect in the District. Once each year, employees may authorize a payroll deduction for COPE (Campaign on Political Education). This authorization must be made in writing at least one month in advance of the payroll and state the amount to be withheld.

5. All salary adjustments, except those that come about as a result of moving to a classification offering a higher rate of pay, shall be made effective for the first pay period of the new school year.

6. Employees hired between July 1 and December 31 will advance on the salary schedule the following July 1. Employees hired between January 1 and June 30 will advance on the salary schedule July 1 of the following calendar year.

## **ARTICLE XIV**

### **JURY DUTY**

1. All Food Service Employees are guaranteed no loss of pay while serving on a jury, but will receive their regular pay. Jury fees are to be returned to the Assistant Superintendent for Human Resources for deposit to District funds, except those fees received on a regular day off and fees received for meals and/or mileage.

2. Jury fees due the District and not returned to the Assistant Superintendent for Human Resources within fifteen (15) calendar days after receipt of payment, shall be deducted from the check of the individual at the next regular payroll following the fifteen (15) day limitation.

## **ARTICLE XV**

### **DISCIPLINE, SUSPENSION, AND TERMINATION**

1. A union member shall be entitled to the presence of a Union representative at an investigatory interview if he/she requests one and if the employee has reasonable grounds to believe that the interview may be used to support disciplinary action.

2. Employees who have completed their period of probation shall be entitled to continuing employment and shall not be discharged, or demoted to a position of lower classification except for just cause. Any complaint that an employee (other than a probationary employee) has been discharged, suspended without pay or demoted to a position of lower classification for other than just cause, shall be subject to the grievance procedure provided by Article XXIV of the Contract. (The term “discharged” does not pertain to “layoffs.”)

3. Employees covered by this Contract may be suspended without pay for dereliction of duty, insubordination, persistent discourteous treatment of the public, students, or fellow employees, failure to make reasonable provisions for payment of just debts, being absent from duty without leave, reporting to work intoxicated or with liquor on his/her person, thievery, immoral acts, falsifying information regarding industrial injury claims or absence for reasons of illness, illegal substances or for any other similar infractions.

4. The Director of Food Service, the Assistant Superintendent for Human Resources and Superintendent have the authority to suspend, subject to the provisions of Article VI, Section 3, of this Contract. Suspensions may be with or without pay and could lead to exoneration, reprimands, or dismissal.

5. Upon the request of the employee concerned, any suspension without pay shall be subject to the regular grievance procedure contained in Article XXVI of this Contract.

6. The right to discharge is vested solely in the Board, and each individual situation shall be ruled on by the Board, subject to Article IV of this Agreement.

7. It is understood that in cases of termination of employment of any non-probationary employee, the reason or reasons will be given to the employee concerned, at his/her request.

8. In the case of voluntary termination of employment, either by the employee or by the authority of the Board, two (2) week notice will be given where possible, unless the Board concludes that continued presence of the employee on the premises will be detrimental to the best interest of the school, in which case employment may be terminated immediately upon notice, along with two (2) weeks pay in lieu thereof; providing, however, that if such employment is terminated by reason of serious misconduct, intoxication, acts involving moral turpitude, or any offense that will bring discredit upon the school, the two (2) week pay will be forfeited. In cases where an employee fails to give the two (2) week notice, it is understood that all fringe benefits accrued to the employee will be forfeited.

## **ARTICLE XVI**

### **REST PERIODS**

All Food Service Employees shall be allowed a paid meal break, and all employees working five (5) or more hours daily shall be allowed another break not to exceed fifteen (15) minutes in length. Meal and other breaks will be taken at times that will not interfere with the preparation or serving of student lunches.

## **ARTICLE XVII**

### **SANITATION AND HEALTH**

Insofar as practicable, there shall be maintained such health, safety, and sanitary methods as are necessary to protect and preserve the welfare of the employees. First aid protection shall be made available to all employees during working hours.

Ample wash-up and clean-up time will be permitted to employees depending upon the job, which has been performed.

## **ARTICLE XVIII**

### **INSURANCE**

1. Employees in the food service bargaining unit will be eligible for participation in the District's group health, dental, and life insurance program as follows: full-time employees, i.e., individuals in seven (7) or more hour positions, will be entitled to Board-paid insurance in the ratio set forth below. Employees hired prior to July 1, 2014 who work in five (5) hour positions may elect to participate in these group insurance programs at one hundred (100%) percent employee expense made through payroll deduction, provided they are currently enrolled in the program, or if a qualifying event occurs in their lives. Employees hired after July 1, 2014 for five (5) hour positions will not be eligible to participate in these group insurance programs.

The Board will pay a portion of the monthly premium for all eligible full-time employees actively working on the District's payroll, as defined in the District's insurance policy. Only those employees who are employed four (4) or more hours daily are eligible for the group health insurance benefits enumerated in this Article.

As of the effective dates of the Blue Cross HMO and PPO plans for members of this bargaining unit and for each plan year thereafter, the contribution of the Board toward the cost of medical insurance<sup>1</sup> shall be as stated below:

BLUE CROSS HMO and PPO PLAN: For all employees who complete the Annual Wellness Screening, either at school or with their own doctor within the time frame detailed below, the following terms apply: During the term of this Agreement, the Board will pay 93% of the cost of the HMO premium for the single plan and 93% of the HMO premium for those members electing family coverage. For the PPO plan the Board will pay the same dollar cost that it pays for those in the HMO Plan towards the costs of the premiums for those members electing either the single or family PPO plan. For employees who do not participate in the Annual Wellness Screening, an additional 5% of the premium cost will be deducted through payroll starting on July 1<sup>st</sup> of each year following the offer.

Annual Wellness Screening: The district shall provide an annual wellness event, which includes a biometric screening and questionnaire. Biometric screenings completed by the employee's doctor or through a reputable lab during the designated annual window, along with completion of the questionnaire, shall also qualify. Off-site screenings must be completed between January 1<sup>st</sup> and April 30<sup>th</sup> and will qualify the employee for the insurance rates listed above.

## **DENTAL INSURANCE**

### **BOARD CONTRIBUTION**

PLANS I AND II: The Board will pay 50% of the cost of the Single and Family Plans.

## VISION

### BOARD CONTRIBUTION

The Board will pay 100% of the cost of the monthly premium for vision service for the employee. The monthly premium for dependent coverage will be at the full cost to the employee.

### ENROLLMENT/PARTICIPATION

Employees reserve the right to waive participation in any District insurance plan in accordance with the provisions of applicable federal and Illinois law regarding tax sheltered premium payments by employees. Should the employee elect to enroll in the District insurance plan at a later time, he/she is subject to the provisions within the plan document, which may include evidence of insurability.

1. Plan costs will be determined annually.
2. It is agreed that the insurance and/or HMO carriers or plans may change from time to time for both active and retired employees provided benefits remain substantially the same.

3. The School District will pay the Food Service employee's monthly insurance premiums through the summer if the employee signs an "intent to return" form at the end of the school year. If the employee does not return in August, the employee is required to refund to the School District the amount paid for summer premiums.

4. Upon proper written request to the Business Office, a 403b tax sheltered annuity programs funded entirely by the employee, will be made available. If an employee selects a 403b tax sheltered annuity program, he/she may select the company among the approved District providers subject to the approval of the Board.

5. Flexible Spending Plan: It is the intention of the Board to have its health flexible spending arrangement qualify as an excepted benefit under the Internal Revenue Code and applicable Treasury regulation (26 CFR § 54.9831-1(c)(3)(v)). For full-time employees (i.e., individuals in seven (7) or more hour positions) who elect not to participate in any District health insurance plan, and who

certify that they have health insurance from another source, the Board shall contribute to the employee’s health flexible spending account (“health FSA”) an amount not to exceed one thousand dollars (\$1,000.00) in the FSA Plan Year. The amount contributed by the Board shall be calculated so that the maximum amount payable from the health FSA to the employee will not exceed the greater of: (a) two (2) times the employee’s salary reduction election for the health FSA for the FSA Plan Year; or (b) \$500 plus the amount of the employee’s salary reduction election to the health FSA for the FSA Plan Year. In no event shall the Board’s contribution exceed one thousand dollars (\$1,000.00) for any employee during any FSA Plan Year. Below are the examples demonstrating the Board’s contribution levels under the above arrangement:

Employee Salary Reduction	Board Contribution
\$0	\$500
\$250	\$500
\$750	\$750
\$1,000	\$1,000
\$1,250	\$1,000

Employees who do not qualify for Board paid insurance may participate in the health FSA, but shall not receive a Board contribution to their health FSA.

## **ARTICLE XIX**

### **BULLETIN BOARD**

Local No. 73 will be allowed bulletin board privileges in a designated area in each school building.

## **ARTICLE XX**

### **RETIREMENT FUND**

1. All Food Service Employees are under the provisions of the Illinois Municipal Retirement Fund, according to current state requirements, including changes as they are made by the State of Illinois.

2. All Food Service Employees are under the provisions of the Illinois Municipal Retirement Fund if the-position requires 600 hours of service during any twelve (12) month period. All employees become participants in the Federal Government's Social Security System and in the Illinois Municipal Retirement Fund beginning with the first day of employment.

3. Complete information regarding benefits under the Fund may be secured from the Human Resources and/or Business Services Departments.

## **ARTICLE XXI**

### **DISTRICT 230 RETIREMENT PLAN**

1. Employees who retire no later than June 30, 2020, may choose to participate in the District 230 Retirement Plan. The Board has the right to limit the retirees participating in this Plan to five (5) employees per year by seniority. To be eligible to participate in the District 230 Retirement Plan, the employee must meet the following criteria:

- a. Must be age 55 or above at the time of retirement, and
- b. Must have worked for the District a minimum of 15 years.

2. Employees must submit an irrevocable letter requesting retirement under the Retirement Plan to the Assistant Superintendent/HR at least 90 calendar days prior to their actual retirement date.

3. Employees selecting this option will receive a post-Retirement severance payment of \$1,500 a year for five (5) years, less any legally required or permitted withholdings. These payments shall be made in a manner so as not to qualify as creditable earnings under the prevailing rules of IMRF.

This retirement plan shall expire as of the end of the work day, June 15, 2020.

### **Unused Sick Days**

Employees who have completed ten (10) full years of employment for the District will be paid upon retirement to IMRF from the District thirty dollars (\$30.00) per day for unused sick days, provided that the employee has maximized their IMRF service credit and has unused sick days remaining. Any amount over the IMRF Earnings Limitation shall be paid post retirement.

## **ARTICLE XXII**

### **INJURY ON THE JOB**

1. All employees are covered under Workers' Compensation Insurance, as well as disability benefits from IMRF for any job-incurred injury.

2. A school nurse is on duty during regular school hours when students are in attendance and will be available to all employees who require minor medical treatment. If further medical treatment is needed or desired, it is expected that the employee will use the doctor and/or medical facilities that have been officially designated by the Board.

3. Except in emergency cases, when it would be impractical to do so because of the nature of the injury, any medical treatment needed as a result of injury on the job, will be secured from doctors and medical facilities officially designated by the Board.

4. Any medical treatment secured by the employee (except initial EMERGENCY treatment) with respect to any job-incurred injury, from doctors or medical facilities other than those prescribed in this Article, will be the financial responsibility of the employee.

5. The Board-designated doctor(s) must be used for evaluation purposes for all injuries on the job. The Board will cover the cost of this medical evaluation.

6. If any employee chooses, at personal expense, to seek doctors or medical facilities for treatment of job-incurred injuries, other than those designated by the Board as prescribed in this Article, it is understood the Board retains the right, at Board expense, to require medical examinations of said employees from time to time, as it deems appropriate.

7. The reporting of an industrial injury must comply with procedures established by the Human Resources office, which shall not be contrary to applicable law.

8. In case an employee is injured while in the course of assigned duties, the Board will pay, if necessary, to the injured employee full salary for a maximum of thirty (30) consecutive calendar days.

9. Any indemnity payment made to the injured employee for any or all of this thirty (30) calendar day period under the Workers' Compensation coverage shall be endorsed by the employee and turned over to the Superintendent or designee for deposit to the funds of the School District.

10. Upon completion of the thirty (30) calendar day period, if the injury continues, the employee may file for disability benefits under the Municipal Retirement Fund and shall retain any further compensation payments that he/she receives from such fund.

11. Sick leave may be charged to the individual whose claim has been disallowed by the insurance carrier and who has been approved to return to work in District 230 by a Board-designated physician but who has failed to return to work.

12. In no event shall the employee receive his/her salary without working if he/she is declared physically and mentally able to return to work by a Board-designated physician and if he/she has been directed to return to work by the Assistant Superintendent for Human Resources. It is understood, however, that a second opinion may be obtained by the employee and/or the Board and that sick leave days charged to an individual will be returned to him/her if it is determined, after all levels of appeal or review have been exhausted, that his/her absence was in fact due to an industrial injury. Any falsification of information regarding an industrial injury claim or regarding absence for reasons of illness will be grounds for discipline up to and including the employee's discharge.

### **ARTICLE XXIII**

#### **FAIR SHARE**

1. No employee shall be required to join the Union as a condition of employment. However, during the term of this agreement, all non-members of the Union who are covered by this Agreement shall be required to pay a fair share fee to the Union. After certification as provided below, such fair share fees shall be deducted by the Board from the earnings of the non-member employees.

2. The fair share fee is for the purpose of deferring the costs of services rendered by the Union to non-members, including, but not limited to, negotiating and administering the contractual agreement. Periodically the Union shall certify the amount of this fair share fee, which fee may not include any fees for contributions related to the election or support of any candidate for political office nor may such fair share fee exceed the dues uniformly required of Union members. This certification must be written and signed by the President/Business Representative of Local 73 and must include a clear statement of the fact that the fair share fee so certified does not include any sum for contributions related to the election or support of any political candidate or party. The Board may require the Union to submit appropriate financial documents demonstrating the method of calculation of the fair share fee. No employee shall be required to pay the fee, nor shall the Board be required to deduct the fee, until the certification documents required herein are submitted to the Board. In addition, the Union shall comply with the notice of fair share fees requirement of the IELRB and objection to such fair share fee shall be handled in compliance with the applicable rules of the IELRB. Any employee required by this clause to pay a fair share fee who, based upon bona fide religious tenets or teachings, objects to payment of the fee shall not be required to pay it, but instead shall be required to pay the fair share fee amount to a local charity selected from a list approved by the Union and the District.

3. The Union shall indemnify, defend, and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability or loss including, but not limited to, damages, attorneys' fees, and costs that shall arise out of or by reason of action taken by the Board for the purpose of complying with the above provisions of this clause, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions.

## **ARTICLE XXIV**

### **GRIEVANCE**

1. Employees who feel that they have grievances in connection with their jobs are invited to make such grievances known.

2. A "grievance" shall mean a complaint by an employee or a group of employees based upon an event, condition or circumstance under which an employee works, caused by a violation, misinterpretation or inequitable application of any of the provisions of this Contract.

3. An "aggrieved person" shall mean the person or persons making the complaint, either individually or through the Union.

4. The primary purpose of the proceedings set forth in this Article is to secure, at the earliest step possible, equitable solutions to complaints or grievances. Both parties agree that proceedings under this Article shall be kept as informal and confidential as may be appropriate.

5. Except as otherwise provided herein, the aggrieved person may be represented at all meetings and all hearings at all steps of the grievance procedure by another employee or by the duly authorized representative of the Union; provided, however, the aggrieved person shall in no event be represented by an officer, agent, or other representative of any employee organizations other than the Union; provided further, when an employee is not represented by the Union, the Union shall have the right to be present and to state its views at all levels of the grievance procedure after the first step.

6. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Union, if the adjustment is consistent with this Contract.

7. The failure of an aggrieved person to proceed to the next step within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance.

8. If, in the judgment of the Union, a grievance affects a group of employees, the Union may process such a grievance through all levels of the grievance procedure or may submit such grievance in writing to the Superintendent of Schools directly and the processing of such a grievance shall be commenced at step three.

9. At any level, the failure of any Administrator or Supervisor to communicate a decision to the employee within the specified time limits shall permit him/her and/or the Union to proceed to the next step.

10. It shall be the general practice of all parties to process grievance procedures during times, which do not interfere with assigned duties.

11. During the summer recess period, the term "workdays" as used herein shall mean weekdays (Monday through Friday), excluding holidays.

12. Should a grievant wish to process and/or settle a grievance without Union representation, a copy of the grievant's written request not to have a Union representative present and a copy of any such settlement shall be provided to the Union. No grievance settlement shall be in conflict or contrary to any provision of the collective bargaining agreement.

## **PROCEDURE**

### **STEP ONE**

Prior to invoking the grievance procedure at Step One, an employee who has a complaint, which he/she believes, may be the basis of a grievance shall first discuss the matter with the Director of Food Service. An employee having a complaint must bring the matter to the attention of the Director of Food Service within five (5) work days after the event or occurrence which led to the basis of the complaint. Either alone or with the Steward, the aggrieved employee shall discuss the matter with the Director of Food Service. An answer will be given within five (5) work days of this discussion.

### **STEP TWO**

If the grievance is not satisfactorily resolved in Step One, it will be brought to the attention of the Assistant Superintendent for Human Resources by both parties, provided the grievant invokes Step Two within ten (10) work days after all of the provisions of Step One have been complied with. A meeting shall take place within ten (10) work days. An answer will be given by the Assistant Superintendent for Human Resources within ten (10) work days after the the meeting has taken place.

### **STEP THREE**

If the matter is not settled by Step Two, the grievance may be appealed within ten (10) work days to the Superintendent, or his designee/representative. Within ten (10) working days or if needed to extend by mutual agreement due to calendar conflicts, the Superintendent shall hold a meeting with the grievant and union representative. Within ten (10) work days of the meeting, the grievant and Union shall receive the Superintendent's written response including reasons.

### **STEP FOUR**

If the Union disagrees with the decision of the Superintendent, it shall notify the Superintendent within twenty (20) working days of the date of receipt of his written response of the Union's desire to have the grievance processed to binding arbitration. The impartial arbitrator shall be chosen from a list of seven (7) arbitrators to be provided to the parties by the Federal Mediation and Conciliation Service. All persons on the list shall be members of the National Academy of Arbitrators. The cost of the arbitration shall be shared equally by the Union and the Board.

a. The arbitrator shall not add to, subtract from, or alter the provisions of the Agreement. His/her decision must be based solely upon his/her interpretation of the meaning or application

of the express relevant language of the Agreement. This restriction is not to be interpreted as denying to the arbitrator the use of appropriate and recognized tools of contract interpretation, such as evidence of intent of parties or past practice.

b. The arbitrator is empowered to include in any award such financial reimbursements or other remedies as he/she judges to be proper.

c. Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator and the FMCS shall be divided equally between the parties.

Timelines must be strictly observed by the aggrieved and/or Union, and if not strictly met, the problem or grievance shall be considered waived. However, the parties may mutually agree to alter timelines. Any such agreement must be in writing.

## **ARTICLE XXV**

### **NO STRIKE, NO LOCK-OUT PLEDGE**

During the term of this Agreement, the Union will not cause or permit its members of the bargaining unit to cause, nor will any member of the Union take part in, any sit-down, stay-in, slow-down, sick-in, sick-out or any other work curtailment. During the term of this Agreement, the Board will not institute a lockout.

## **ARTICLE XXVI**

### **REQUIRED ATTIRE**

1. All Food Service Employees will be uniformed when on duty. The Board agrees to provide four uniforms for a new employee's first year and two uniforms to each continuing Food Service Employee each year of this Contract. Each employee will be responsible for providing for him/herself additional uniforms, which might be necessary during this period. The uniforms provided by the employee must be identical to those required by the Board.

2. Food Service Employees will be required to maintain the uniforms to a standard of cleanliness as required by the Director of Food Service. In addition, slip-resistant shoes and hair restraints must be worn by Food Service Employees; the expense of shoes and hair restraints will be borne by the Food Service Employees. However, the Board will provide an annual allowance of fifty dollars (\$50.00) per employee to be used solely for the purchase of slip resistant shoes. In order to receive reimbursement, employees must complete a required form, attach the receipt for their shoe(s) purchase to the form, and submit the form to the Food Service Director no later than September 15 each year. Reimbursement checks will be cut separately and paid out on September 30. Newly hired employees who miss this window can submit requests within the first thirty (30) days of employment.

## **ARTICLE XXVII**

### **SEVERABILITY & RIGHT TO REOPEN**

Should any part hereof or any provisions herein contained be rendered or declared illegal or modified by reason of existing or subsequently enacted legislation or by a decree of a court of competent jurisdiction, then that part shall be deleted from this Agreement only to the extent that it violates or contradicts the law. Should any additional modification or change be made in the Agreement, it shall be necessary that the parties mutually agree to those terms, if any, in writing.

In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

## **ARTICLE XXVIII**

### **ACCESS TO EMPLOYEE LISTS**

The Union will have access to a list of all current employees, which shall include each employee's name, job title, building assignment, and work email up to (4) times per year at the Union's request.

## **ARTICLE XXIX**

### **AMENDMENTS**

The parties hereby acknowledge that this Collective Bargaining Agreement terminates and supersedes any and all prior Agreements and practices, policies, rules or regulations concerning subjects covered herein and is a full settlement of all outstanding issues between the parties. It is understood and agreed that this Agreement concludes all obligations to bargain or negotiate during the life of the Collective Bargaining Agreement. However, the parties may at any time by mutual consent amend this Agreement.

## **ARTICLE XXX**

### **EFFECTIVE DATE, TERMINATION AND VALIDITY**

The duration of this Contract will run from July 1, 2018 to and including June 30, 2023. It shall be renewed automatically from school year to school year thereafter unless either party shall notify the other in writing at least sixty (60) days before the termination date that it desires to modify, change, amend or terminate this Agreement. Negotiations shall not start prior to ninety (90) days before the termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Contract by their duly authorized representatives this \_\_\_ day of \_\_\_\_\_, 2018.

BOARD OF EDUCATION  
Consolidated High School District  
Number 230, Cook County, Illinois

By:   
President, Board of Education

ATTEST:  
By:   
Secretary, Board of Education

LOCAL NO. 73  
(CLC,CtW) Service  
Employees International Union

By:   
Co-Trustee  
Local No. 73

By:   
Co-Trustee  
SEIU Local 73

By:   
Director  
SEIU Local 73



Bargaining Committee Member



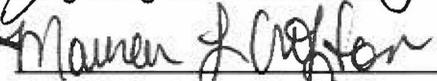
Bargaining Committee Member



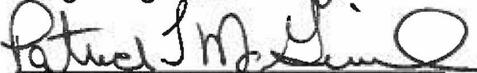
Bargaining Committee Member



Bargaining Committee Member



Bargaining Committee Member



Bargaining Committee Member

**APPENDIX A  
2018-2023 RATE INCREASE,  
STARTING HOUR RATES,  
POSITION DIFFERENTIALS AND LONGEVITY**

**HOURLY RATE INCREASES FOR RETURNING EMPLOYEES**

<b>2018-2019</b>	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>	<b>2022-2023</b>
50 cents per hour				

**STARTING HOURLY RATES FOR NEW EMPLOYEES**

<b>2018-2019</b>	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>	<b>2022-2023</b>
\$11.48	\$11.68	\$11.88	\$12.08	\$12.28

New employees starting in the Head Cook position will receive a starting hourly rate not to exceed the lowest Assistant Cook with the position differential added.

**POSITION DIFFERENTIALS**

<b>From General Worker to Asst. Cook/Baker</b>	<b>From Asst. Cook/Baker to Head Cook</b>
\$1.25 per hour	\$2.25 per hour

Position differentials compensate food service workers for substituting for someone at a higher classification. The differential also determines the pay increase when a food service worker is promoted to a higher classification.

## **LONGEVITY**

Employees will be paid one longevity stipend depending on their date of hire. The payments will be paid on one of four time periods each year (October, January, March, May – 2<sup>nd</sup> pay date of the month) based on the following longevity categories and an employees' "Seniority", as defined in Article VI. This amount will be paid on the stipend payment date following the anniversary of the employees' date of hire upon the completion of the following years of service:

- (1) 10-14 Years - \$ 650
- (2) 15-19 Years - \$1,150
- (3) 20+ Years - \$1,650

## **APPENDIX B**

### **LETTER OF UNDERSTANDING**

#### **RE: SUBCONTRACTING OF FOOD SERVICE OPERATIONS**

It is not the present intent of the Board of Education to subcontract food service operations. Board will review total food service program only if, in its discretion, financial considerations warrant such review.

If the Board should find it necessary to subcontract food services, in whole or part, the impact of such decision will be negotiated with the Union. It is further agreed that implementation of any subcontracting of food services operations currently performed by bargaining unit members during the term of a collective bargaining agreement, shall be made effective only as of the start of a new school year.

## INDEX

Administration Organization .....	3
Amendments .....	47
Bulletin Board .....	33
Conformity to Law .....	46
Effective Date, Termination, and Validity.....	48
Emergency Closing of School .....	12
Fair Share .....	38
Grievance .....	40
Holidays with Pay .....	14
Hours of Work and Overtime .....	13
Injury on the Job.....	35
Insurance .....	28
Jury Duty .....	24
Layoff and Recall .....	9
No Strike, No Lock-out Pledge .....	45
Payroll Procedure.....	22
Preamble.....	1
Probationary Period.....	4
Rate Increase, Starting Hour Rates, Position Differentials and Longevity.....	50
Required Attire .....	46
Rest Periods.....	27
Retirement Fund .....	33
Salary Schedule (Appendix A) .....	50
Sanitation and Health .....	27

Scope of Contract .....	2
Seniority, Transfers and Promotion .....	6
Subcontracting of Food Service Operations (Appendix B).....	52
Suspension of an Employee.....	24
Work-Year, Work-Week, Work-Day, Work-Schedule and Temporary Assignment .....	10

