

LABOR AGREEMENT

BLOOM TOWNSHIP HIGH SCHOOL DISTRICT 206

CHICAGO HEIGHTS, IL 60411

AND

LOCAL NO. 73

SERVICE EMPLOYEES INTERNATIONAL UNION

CTW

FOR CAFETERIA EMPLOYEES

2019-2020

2020-2021

2021-2022

LABOR AGREEMENT FOR CAFETERIA EMPLOYEES

Table of Contents

	<u>PAGE</u>
PREAMBLE	1
WITNESSETH	1
ARTICLE I Recognition	1-2
ARTICLE II Management Rights	2-3
ARTICLE III Hours of Work	3-4
ARTICLE IV Seniority	5-6
ARTICLE V Overtime	6
ARTICLE VI Holidays With Pay	6-7
ARTICLE VII No Strike Pledge and Union Security	7-9
ARTICLE VIII Salary Computation and Longevity	9-10
ARTICLE IX Grievance Procedure	10-11
ARTICLE X The Responsibility of a School Employee	12
ARTICLE XI Insurance	13

ARTICLE XII	13-16
Sick and Personal Leave	
ARTICLE XIII	16
Pension or Retirement Fund	
ARTICLE XIV	17
Union Meetings	
ARTICLE XV	17
Uniforms and Medical Exams	
ARTICLE XVI	18
Miscellaneous	
ARTICLE XVII	19
Workload Capacity	
ARTICLE XVIII	19
Employee Discipline	
Article XXIV	19-20
Term of Agreement	
ADDENDUM	20-21
Procedures for Job Related Injuries	

Preamble

This Agreement is adopted as part of the Rules and Regulations of the Board of Education, School District No. 206, Chicago Heights, Illinois. This working agreement made and entered into this 22nd day of July 2019 by and between said Board of Education (hereinafter referred to as the "Employer") and the Service Employees International Union, CTW, Local #73 (hereinafter referred to as the "Union").

Witnesseth

Whereas, it is the desire of both parties to this Agreement to avoid disputes and realizing that they have a common interest in the general welfare of the young men and young women of the public school system, and

Whereas, they desire to bargain collectively with regard to wages, hours, benefits and working conditions of the employees covered by this Agreement,

Therefore, the parties stipulate and agree as follows: It being specifically understood and agreed that all provisions herein are subject to the School Code of the State of Illinois and any existing law or future law of the State or Federal Government as they affect the operation of the School District by the Employer. If any section or subsection of this Agreement shall be declared invalid by any court of competent jurisdiction or shall become inoperative because of any Federal or State Law, the remaining portions of this Agreement shall continue in full force until the prescribed termination date.

Article I Recognition

- 1.1 The Employer hereby recognizes the Union as the exclusive representatives of all cafeteria employees for the purpose of bargaining on behalf of said employees for rates of pay, wages, hours of employment, benefits, and working conditions. Excluded from this recognition are supervisory and probationary employees.
- 1.2 The employees represented by the Union and covered by this Agreement sometimes hereinafter referred to as the "employees" or as the "employee".
- 1.3 A copy of this Agreement shall be given to all employees covered by this Agreement and is to be so furnished by the Employer and this Union.

- 1.4 If the assistance of a mediator is requested by either party in the negotiations for a successor agreement, both parties agree to utilize the services of the Federal Mediation and Conciliation Service (FCMS).
- 1.5 **EMPLOYEES WORK:** All work currently performed by bargaining unit employees will continue to be performed by bargaining unit employees under the current collective bargaining agreement.

Article II

Management Rights

- 2.1 The Union recognizes that the management of the property and buildings of School District 206 and the direction of the working forces are vested exclusively in the Employer.
- 2.2 All applicants for employment shall fill out an application blank. References are required and will be contacted. Previous employment records will be checked. The Board of Education employs all personnel of School District 206.
- 2.3 The line of supervision and administrative organization is as follows:
 - A. The Board of Education is the elected body in which final authority of School District No. 206, Cook and Will Counties, Illinois is vested.
 - B. The Superintendent of the school is the Chief Administrative Officer.
 - C. The Assistant Superintendent-Business Affairs has certain delegated responsibility and authority along with the Cafeteria Manager who has the delegated responsibility and authority for immediate supervision of all cafeteria personnel.
 - D. The cafeteria employees of the School District are to assume that any exercise of authority by the Assistant Superintendent of Business Affairs, and/or the Director of Food Service has been properly delegated to them.
- 2.4 General statement of policy for cafeteria employees:
 - A. Since educational processes are carried on in the building and on the school premises, the work of the cafeteria employees is helping to provide wholesome and attractive food, which is very important in achieving the educational goals of the school district.

Each cafeteria employee has the responsibility not only to perform the duties assigned to him or her in such a manner that the school lunches may, contribute most to the community, but also to be alert to better ways of performing tasks and improving services to the school.

B. Disciplinary actions should be for just cause and should be timely and progressive where possible and, except for gross misconduct, may be according to the following steps to be determined by the Superintendent depending on the circumstances of each case.

1. Verbal warning
2. Written warning
3. Three day suspension
4. Two weeks suspension
5. Termination

Article III

Hours of Work

- 3.1 The workweek is five (5) consecutive days, Monday through Friday, not less than five (5) hours per day. Overtime will be paid if an employee works more than eight (8) hours per day or forty (40) hours per week.
- 3.2 For each four (4) hours of work or portion thereof, employees shall be permitted a fifteen (15) minute rest period, not to exceed two rest periods per eight (8) hours of work.
- 3.3 Cafeteria employees may be assigned on a rotation basis, according to seniority, to be on duty evenings for affairs by the school, or when any building is rented, or used for other purposes. This work shall not be mandatory, but if refused, shall be counted in the rotation of overtime as if it has been worked. This shall not apply where special skills are required.
- 3.4 An employee who is required to perform an additional work assignment due to understaffing or a call-off shall be paid an additional fifteen (\$25.00) dollars for the day. Custodians will not be in this rotation.
- 3.5 Any employee working out of classification for over one half of his/her normal hours shall receive either his or her regular rate of pay or the rate of pay for the classification in which they are working.
- 3.6 The Union will cooperate with the Employer in efforts to reduce excessive absenteeism.

- 3.7 When called in to work on an unscheduled day, a minimum of 4 hours of work is guaranteed.
- 3.8 On days when school is closed due to weather or emergency situations, employees who arrive to work will get the 4 hour minimum per contract and will be allowed to use sick or personal days to receive a full day's pay. Employees who do not arrive to work will have the option of using a sick or personal day.
- 3.9 Time clock rules (Guidelines):
1. The employee will punch in at the start of the work day.
 2. The employee will punch in no more than five (5) minutes prior to the start of the work day.
 3. If an employee punches in more than seven (7) minutes late, then fifteen (15) minutes will be deducted from his or her time.
 4. The employee will punch in and out for breaks.
 5. The employee will punch out at the completion of the work day.
 6. The employee will punch his or her own time card.
 7. If an employee fails to punch his or her card, a supervisor's initials will be required on the time card.
 8. An employee may be subject to disciplinary action if he or she repeatedly fails to punch the time card or fails to abide by the time clock rules.

Article IV

Seniority

- 4.1 Seniority and Union Membership for all employees shall be considered to begin with the first day of employment on the job. After 25 days of employment, any employee shall receive the same wages and benefits as permanent employees.
- 4.2 When vacancies occur or new positions are created, they shall be posted, so that all employees may know of the opening, for five (5) days. The School District may temporarily fill the job during the time employees are bidding on the job. A permanent employee shall be selected to fill the job within five

- (5) days of the end of the posting period, unless it can be shown that no qualified applicant is available.
- 4.3 The successful bidder shall be given training period for thirty (30) days. If unable to qualify within that time, the employee shall be returned to his or her former job.
- 4.4 In cases where vacancies occur or are contemplated, a written notice of such vacancy shall be posted on the bulletin board by the cafeteria manager at least five (5) days before the vacancy is to be permanently filled whenever practicable, but in no event less than three (3) days. An application to fill said vacancy should be made in writing to the Human Resource Office.
- A. Applications to fill said vacancy shall be made in writing.
- B. The Board of Education shall fill such vacancies as may exist on the basis of consideration of all factors involved in the character of the job to be filled and of all qualifications of the applicant for such job.
- 4.5 Layoffs and the reduction of hours shall be by seniority, with the least senior employee being laid off first, then the next least senior employee and so forth in seniority order within classification group.
- 4.6 Employees who are laid off shall have recall rights for eighteen (18) months if a layoff occurs during the school year and twelve (12) months if the layoff occurs at the end of the school year. Employees recalled from layoffs shall be returned to work by seniority, with the most senior laid off employee being recalled first, then the next most senior laid off employee, and so forth in the seniority order.
- 4.7 Employees on layoff shall be recalled for vacancies in Food Service prior to the filling of job openings by the District. After all employees who have recall rights are returned to work, temporary employees shall then have the first opportunity to bid on job openings over external candidates. However, an internal candidate can request a transfer to an open position prior to the posting of the vacancy. Internal candidates shall have priority placement in vacant positions over temporary and external candidates.
- 4.8 Floater should have first choice of jobs over temporary help.

Article V

Overtime and Extra Hours

- 5.1 Overtime pay shall be as follows:
- A. Time and one-half for Saturday and/or Sunday work.
 - B. Double time for work on holidays in addition to regular pay.
 - C. Overtime shall be considered work in excess of an eight (8) hour workday.
- 5.2 There will be no pyramiding of overtime; both daily and weekly overtime shall not be paid on the same hours worked.
- 5.3 Paid holidays constitute a part of the required hours of work and shall be counted as hours worked in computing the basic week. Excused absences with pay will be counted in computing the basic week.
- 5.4 The district will pay overtime in accordance with FLSA.
- 5.5 When additional hours are available for an employee to work either through overtime or non-overtime hours. The District will first offer the additional hours to the most senior employee and shall rotate by the next most senior employee thereafter. An employee who has had the opportunity to work or who was offered and declined, shall not be offered the work again until such time that 1) all employees have had the opportunity to work extra hours or 2) all employees were given the opportunity to work the extra hours and the employee refused the work. The rotation list shall renew itself at the beginning of each school year beginning with the most senior employee.

Article VI

Holidays with Pay

- 6.1 The following Holidays shall be observed without loss of pay for all employees covered by this Agreement.

Labor Day	Martin Luther King's Birthday
Columbus Day	Lincoln's Birthday
Veterans Day	Casimir Pulaski Day
Thanksgiving Day	Floating Holiday
Friday after Thanksgiving	Easter Monday
Christmas Day	Memorial Day
New Year's Day	July 4 th *

A holiday with an asterisk (*) shall only be a paid holiday for eleven and twelve month employees.

- 6.2 When any of the above Holidays falls on a Saturday or Sunday, the preceding Friday or the following Monday will be observed as a holiday. In the event the District removes any of the above designated holidays from the school calendar, bargaining unit employees shall be granted one Personal Day for each designated holiday removed from the school calendar.
- 6.3 Employees will not be paid for any holiday listed above unless they are at work on the working day before and after said holidays, except for the Inventory Clerk and Custodians, who will be paid for the holiday if a vacation day was approved. Employees who use personal days during the winter break will be paid holiday pay, regardless if they worked the day before or after a holiday. The employee shall be paid for the Holiday if there is a legitimate personal or family medical reason verified by a Physician or other competent medical authority. If a crisis or emergency is the cause, then proper reason will be produced and given to administration. All requests will be reviewed by the Superintendent or designee.

Article VII

No Strike Pledge and Union Security

- 7.1 During the term of this Agreement, the Union or individual union members will not conduct any work stoppage or concerted action of strike, slowdown, mass sick call, informational picketing, or impose a duty of obligation upon any member to conduct, assist or participate in a strike. The Employer agrees not to lock out any portion of its employees during the term of this Agreement.
- 7.2 The Employer agrees that it will not discriminate against any employee because of his affiliation with the Union and/or because of legitimate union activity, nor will the Employer discourage any employee from joining the Union. The Employer further agrees to inform all present employees and all new employees, hired after the signing of this Agreement, that Local #73, Service Employees International Union, CTW is the exclusive representative of all employees in the unit and that all matters of grievance and other conditions of employment must be handled through the regular procedure set forth in this Agreement.

7.3 The Employer agrees to deduct SEIU Local 73 dues from the paycheck for each employee who individually provides written authorization for such deductions through executing a payroll deduction authorization form created and provided to the employee by the Union. The Employer agrees to deduct contributions to the SEIU Local 73 COPE Fund from the paycheck of each employee who individually provides written authorization for such deductions through a payroll deduction authorization form created and provided to the employee by the Union. The Union shall notify the Employer of the amount to be deducted per pay period.

1. The Union must provide the Employer verification that the employee has provided written authorization of the SEIU Local 73 dues and/or SEIU Local 73 COPE Fund deductions by tendering copies of executed payroll deduction authorization forms from the employee to the Employer at least 30 days prior to deduction being taken.
2. Dues and COPE Fund deductions shall be paid to the Union by the Board no later than ten (10) days following deduction, except as may be otherwise required by Illinois statute or rule or regulation.
3. The Union and employee must notify the Employer, in writing, immediately if any Employee revokes their written authorization to withhold union dues and/or COPE Fund deductions from their paycheck. It is the duty of the Employee and Union to advise the Employer in writing immediately of any such revocation.

7.4 In the event of any legal action against the Board brought in a court or administrative agency because of its compliance with Section 7.3 in reliance on any list, notice certification, affidavit or assignment furnished by the Union to the Employer related to this article, the Union agrees to defend such action, at its own expense and through its own counsel, provided that:

1. The Board gives immediate notice of such action in writing to the Union, and permits the Union intervention as a party if it so desires.
2. The Board gives full and complete cooperation to the Union and its counsel in securing the evidence and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
3. The Union agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with this Article.
4. The Board retains the option to be represented by its own general counsel or that of its Errors and Omissions insurance carrier. In that

case, the Board shall first recover all monies provided in its Errors and Omissions insurance policy. The Union shall be obligated only to reimburse the Board for any costs-whether for defense or for damages-not recovered by the Board through such insurance. In the event the Board exercises this option, the conditions enumerated in the subsections 7.4.1 and 7.4.2 above shall apply to both the Union and the Board. The Union shall retain the right to challenge the validity of any charges imposed by such attorney not directly employed by the Union.

5. Exception

It is expressly understood that this save harmless provision will not apply in any claim, demand, suit or other liability which may arise as a result of any type of willful misconduct by the Board. Nor will this save harmless provision apply if any attorney retained by the Board shall fail to vigorously defend, or cooperate in the defense of all provisions on this section 7.4.

Article VIII

Salary Computation and Longevity

8.1 All salaries are subject to withholdings as provided by law plus other deductions requested by the employee and approved by the Board of Education.

8.2 Wage Schedule

Employee option to be paid over 12 months.

School Year	19-20	20-21	21-22
Annual Hourly Wage Increase	.65	.70	.75
Cook	\$17.85	\$18.55	\$19.30
Salad	\$16.93	\$17.63	\$18.38
General/Laborer	\$16.73	\$17.43	\$18.18
Cafeteria custodian	\$17.66	\$18.36	\$19.11

- 8.3 Longevity will be paid on the payday prior to Christmas as follows after completion of:

8 years	\$250.00
10 years	\$300.00
15 years	\$550.00
20 years	\$600.00
30 years	\$700.00

- 8.4 Longevity pay shall be paid by separate check.

Article IX Grievance Procedure

- 9.1 For the purpose of this Agreement, a grievance is defined as an allegation that the Administration has violated or is violating the express provisions of this Agreement. Employees may initiate grievances only in the following manner.

Step 1. An effort shall be made to resolve the grievance through informal discussion with the appropriate supervisor. If still unresolved, the grievance may be filed in writing with the appropriate supervisor, provided such shall be filed no later than ten (10) days following the event or action giving rise to the grievance. If requested by the appropriate supervisor, the grievant shall meet to discuss the grievance. A written answer to the grievance shall be given to the grievant no later than seven (7) days following the meeting or the submission of the grievance, whichever shall be the latter.

Step 2. If the grievance is not settled satisfactorily as provided in Step 1, specific nature of the grievance shall be referred in writing to the appropriate supervisor, or designee, within ten (10) days after the appropriate supervisor's answer in Step 1. The written statement of the grievance shall be signed by the aggrieved employee(s) and shall include a statement of the provision(s) of the Agreement alleged to be involved and of the relief requested. The appropriate supervisor or designee shall schedule a conference with the aggrieved employee and his Union representative within five (5) days of the appeal to Step 2 and shall answer the grievance in writing within five (5) days after the conference.

Step 3. If the grievance is not settled in Step 2 and the Union desires to

appeal, the Union shall appeal in writing to the Administration within ten (10) days of the date of the Step 2 answer, or designee shall investigate and answer within seven (7) days.

Step 4. In the event the determination of the Administration is not satisfactory, the Union may appeal the grievance in writing to the Board within ten (10) days after such determination.

Step 5. Arbitration - If the grievance is not settled in Step 4, the Union may appeal the grievance to final and binding arbitration by giving written notice of its desire to arbitrate. The parties shall jointly request an arbitrator by letter to the Federal Mediation and Conciliation Services (FMCS) which shall supply a panel of arbitrators and otherwise serve as the administrator of the proceedings. The Arbitrator's opinion shall be based solely upon his interpretation of the meaning or application of the terms of the Agreement to the facts of the grievance presented. The recommendation and decision of the Arbitrator shall be binding. The expense of the Arbitrator, including his fee, shall be shared equally by the Board and the Union.

As used in this Article, "days" shall mean working days. A grievance must be filed and appealed within the time limits set forth above, or the grievance shall be considered settled on the basis of the last answer given. If a Board representative fails to answer a grievance within the time limits provided at a particular step (unless such limits are extended by agreement in writing), the Union may appeal the grievance to the next step within the time limits for appeal from the particular step.

- 9.2 Each employee shall have access, upon reasonable request thereof, to any records affecting his/her employment, except for confidential recommendations and reports of personnel references.
- 9.3 The union or school district may ask the Illinois Department of Labor for an advisory mediation opinion at the step prior to submission of a grievance to the Board of Education for final review.
- 9.4 The channel of communications to the Board of Education shall always be through the Superintendent. As employees of the Board of Education, cafeteria employees shall be entitled to communicate with the Board at any time either directly by appointment arranged by the Superintendent or indirectly through the Superintendent. Cafeteria employees shall be entitled to such appointments upon request through the Superintendent.

- 9.5 It shall be the responsibility of the cafeteria manager to bring to the attention of any cafeteria employee deficiencies in said employees work program or performance of assigned work and, in writing, make a record of such conference. One copy of said record to be provided to said employee.

Article X

The Responsibility of a School Employee

- 10.1 The Employer and the Union are agreed that the employees covered by this Agreement make an invaluable contribution to the school system. The Employer depends upon the cafeteria to insure the quality of food and health. To this end, exemplary conduct of the employees help make progress possible and the program a success.
- 10.2 Cafeteria employees should:
- A. Carefully follow assigned duties and work schedule.
 - B. Use supplies, property and equipment only for school purposes.
 - C. Regulate personal affairs and finances so as to reflect credit upon the employees and the School District.
 - D. Conduct himself/herself, on and off the job, in a manner that reflects pride in the school district and in co-employees.
 - E. Recognize the job as a truly public service.
 - F. Limit outside work and activities so as not to interfere with the best possible performance on the job.
 - G. Remind him/herself at all times that actions and behavior are influential to growing boys and girls and, therefore, to maintain personal conduct above reproach.
 - H. Maintain personal hygiene along with clean uniforms and aprons.
- 10.3 Absence: Employees may not be absent from duty during hours of employment except with the consent of the cafeteria manager or his/her designee.
- 10.4 When an employee is ill or knows she will be absent, the employee must call her supervisor's office and report the anticipated absence as soon as possible. If the call is made after office hours, the employee must call their supervisor's telephone. Failure to do this may result in disciplinary actions. Employees will contact their supervisor at least one hour before the

beginning of their shift if they are to be absent.

Article XI

Insurance

- 11.1 Monthly Health Insurance contributions by employees will be as follows:

Local Plus 100 (In-Network):

	<u>19-20</u>	<u>20-21</u>	<u>21-22</u>
Employee	6%	7%	8%
Employee + Dependent	10%	11%	12%
Employee + Family	11%	12%	13%

Open Access 80:

	<u>19-20</u>	<u>20-21</u>	<u>21-22</u>
Employee	8%	9%	10%
Employee + Dependent	12%	13%	14%
Employee + Family	13%	14%	15%

Open Access 90:

	<u>19-20</u>	<u>20-21</u>	<u>21-22</u>
Employee	17%	18%	19%
Employee+Dependent	18%	19%	20%
Employee + Family	19%	20%	21%

- 11.2 Dental insurance and vision (single & family) will be available to employees at the same cost as rates for teachers. No Board expenses.
- 11.3 Insurance coverage after retirement may be continued under terms of COBRA or Medicare only.
- 11.4 The district shall provide ten thousand dollars (\$10,000) term life insurance coverage including accidental death and dismemberment provisions for each employee at no cost to the employee. An employee may, at his/her own expense, purchase additional life insurance at the group rate.

Article XII

Sick and Personal Leave

- 12.1 Sick leave shall be interpreted to mean leave taken for personal illness, quarantine at home, or serious illness or death in the immediate family or household. The Employer may require a physician's certification or, if the treatment is by prayer or spiritual means, certification by a spiritual advisor or practitioner of such person's faith as a basis for pay during leave after an

absence of three (3) consecutive days for personal illness or as it may be necessary in other cases, as provided under the *"Illinois School Code"*.

- 12.2 Twelve (12) sick leave days with pay shall be granted to employees each year for personal illness. Upon completion of the first fiscal year of service, Cafeteria Custodians shall receive two (2) weeks of paid vacation (10 working days) each fiscal year. After ten (10) years of service, three (3) weeks' vacation will be granted each fiscal year. After fifteen (15) years of service, one day of vacation will be added for each year of service up to a maximum of twenty-five (25) days each fiscal year. Sick leave days will be made available to employees at the rate of one (1) day a month up to a total of twelve (12) per year cumulative to 140.

Credit for one year's employment for vacation purposes will be granted when the anniversary date of employment falls during the months of June, July, August and September.

12.3 Personal Emergency Leave

Because the Board of Education of District 206 recognizes that occasional emergencies make it advisable to make provisions for members of the bargaining unit through a leave policy, approval for personal emergency leave may be given at the discretion of the immediate supervisor.

Four (4) personal emergency leave days may be granted annually. Unused personal emergency leave days may be added to the cumulative sick leave total for the next year. Personal emergency leave days are provided for business, professional, religious, family or legal obligations the employee cannot meet outside the regular employee day, or in an emergency over which he/she has no control which requires immediate attention. Personal emergency leave days may also be used at Christmas break. Notice of leave shall be given to the immediate supervisor as far in advance as possible.

Approval will not be granted for a personal emergency leave day on a day immediately before or after a holiday, vacation period, institute days, half-day workshop days, or during the first and last week of the school year, except in dire emergencies and /or during the winter break.

- 12.4 Upon retirement, employees will receive a payment for the employee's unused sick leave days at the rate of \$20.00 per day not to exceed \$1,500.00.
- 12.5 If an employee has an illness or injury which prevents him or her from working, said employee's job shall be held open for a period not to exceed ten (10) months, should the illness or injury be job related, said employee's

job will be kept open for 18 months.

12.6 Procedures for Job Related Injuries - Employees *injured* on the job have an obligation to file an injury report (Form 45) as soon as possible. If the employee cannot work as a result of the injury, the employee will receive a paycheck for up to thirty (30) work days. At the end of the thirty (30) work days, the employee has the option of:

1. Taking a full sick/personal/vacation day and signing the workers' compensation check over to the district. Whereby the District will then reimburse the employee's benefit account balances with 2/3 of the employees benefit time which was used (i.e. employee uses a six hour vacation day to cover an absence due to injury. Workers compensation issues a check to the employee for four hours of pay. The employee will surrender the workers compensation check to the District. The District will then restore the employees vacation accrual with four hours of vacation pay) in effect, purchasing 2/3 of a day back, or;
2. Accepting the workers' compensation check only.

All accidents will be investigated in accordance with our workers' compensation carrier's guidelines.

Benefits will continue, but in cases where the employee has no paycheck for the employer to deduct the employee's share of the benefit cost, the employee has an obligation to write a check to District 206 for the employee's share. If no check is received within thirty (30) days of the due date of the normal deduction (pay day), the employer has a right to terminate the benefit (with a five (5) day notice), but is still due the back premiums from the employee.

After six (6) months off the job due to work related injury, the employee will meet with a designee of the employer to discuss temporary/permanent disability benefits with IMRF, and the various options.

If any time before or after the six (6) month period, the employer and employee both feel there is no way the employee can ever return to work, the employer can replace the employee, although the employee can still receive workers' compensation as enumerated above.

In cases where the workers' compensation carrier has denied the claim, the employee will forfeit all sick/personal and vacation time to compensate the district. In cases where the employee does not have

enough leave time to compensate the district for pay received, the employee *must* pay back the wages, make payment arrangements acceptable to the Board of Education, or face termination.

If any time after the carrier denies a claim and the employee *receives restrictions* from a doctor, the employer will treat the employee as having a *non-work related illness or injury*. There is no obligation on the employer's part to provide light duty.

When you sustain a workplace injury/illness, the injured employee will call Company Nurse® directly after reporting the incident to their Supervisor. The attending nurse will provide first aid advice and direct the injured employee to an appropriate treatment site, if necessary.

Article XIII

Pension or Retirement Fund

- 13.1 All full-time employees are automatically members of the Illinois Municipal Retirement Fund. Monthly contributions are withheld from salaries in a fixed and predetermined amount. Each employee receives notice of any change in deductions at the time the amounts are determined by the Fund. Further information is available at the Business Office as to the exact operation of the Fund.
- 13.2 The Bloom Township School District will offer retirement compensation in the last (2) years of employment for any employee age 55 years or older who (1) has completed the twenty (20) years of service in the District designated below and who (2) notifies the Superintendent or designee in writing two years in advance of the date he/she intends to retire, shall have his/her compensation increased by the percentage amounts shown and added to his/her compensation from the date of notice to the final date of employment.

All percentage increases designated in this section of the Agreement shall be calculated on the employee's hourly rate from what was reported to the Illinois Municipal Retirement Fund in the month preceding the beginning of the first month of the employee's final 24 months: If employee only gives one (1) year written notice, then the maximum will be only 12 months paid according to the schedule shown below.

If two years notice is given....6% divided @ 3% for each (2) final years' of employment.

If one year notice is given 3% final year of employment.

Article XIV

Union Meetings

- 14.1 Upon authorization by the employer, union meetings may be held on school property but shall not occur more often than bimonthly.

Two (2) meetings of one-half hour from each shift may be held twice a year. Employees are not to work on union affairs during working hours except as specified by these policies, rules and regulations adopted by the Board of Education.

- 14.2 The Superintendent and his/her designee shall meet for labor management meetings on a quarterly basis. The purpose of these meetings is to discuss issues other than grievances or any specific terms and conditions of employment of the Agreement. The Union and the Employer shall be limited to three (3) representatives each at all meetings, unless mutually agreed to add more. The request shall be made to the Superintendent, and he/she shall designate a representative for any such labor management meeting. The Union shall submit to the Superintendent, no later than five (5) working days prior to the meeting, the proposed agenda for the meeting. Employees who attend the labor management meeting shall not receive any additional compensation for his/her time spent for such meetings. Employees who are scheduled to work are responsible for completing their assignment.

Article XV

Uniforms and Medical Exams

- 15.1 Uniform/shoes/uniform for outdoor gear allowance will be reimbursed up to \$350.00 per year. Staff will turn in receipts as they accrue and will be reimbursed in a timely manner.
- 15.2 A reimbursement for uniform, shoes and physical exam shall be handed to the employee as soon as is reasonable after all proof of payments from the employees have been collected and submitted to the Food Service Director as near the official school starting day as possible.
- 15.3 All cafeteria staff can wear Jeans on designated Fridays. Uniforms will include clothing purchased from local area vendors that have the school logo and/or insignia embossed on the article of clothing. Custodians (12-month employees) can wear black pants as part of their working uniform.

Article XVI

Miscellaneous

- 16.1 Local #73 will be allowed bulletin board privileges in quarters set aside for employees.
- 16.2 The duly appointed officer of the Union and/or the duly elected Executive Board of the Union may represent the Union in all matters that may arise between the Union and the Administration.
- 16.3 Termination of Employment
- A. The employment of an employee may be terminated for proper cause upon action of the Board of Education.
 - B. Reasons for termination of employment shall be presented to the Board of Education in writing and a copy of such reasons shall be supplied to the employee concerned.
 - C. Termination of employment after 6 months shall be accompanied by at least two weeks notice except in cases which the Board of Education concludes that continued presence of the employees on the premises will be detrimental to the best interests of the school, in which case employment may be terminated immediately upon notice, along with two weeks pay in lieu thereof; providing, however, that if such employment is terminated by reason of serious misconduct, intoxication or any offense that will bring discredit upon the school, no severance pay shall be granted.
 - D. All cases of discharge of employees shall be subject to the grievance procedure. However, all decisions of the Board of Education with respect to discharge will be final.
- 16.4 A record of accumulated sick days and vacation days will be submitted to each employee on or about August 1st of each year.
- 16.5 Paychecks will be issued to the employee by noon of payday.
- 16.6 In cases where a reduction in hours of a job is contemplated, the job with the reduced number of hours will be posted, as outlined in Article IV, Section 4.4.
- 16.7 A written description of each job will be developed and made available to employees upon request.
- 16.8 Bumping will not be permitted.

Article XVII

Workload Capacity

- 17.1 It shall be the policy of the Board not to schedule a workload beyond the capacity of each individual employee. Increased workloads, which affect the physical and/or mental capacity of an employee, may be adjusted by appeal through the Grievance Procedure.
- 17.2 One-half day (4 hours) of work will be provided both before and after the school year for purpose of clean up and preparation.

An employee who is working out of his/her job classification in a higher graded classification (e.g. general/laborer works in a cooks position) shall be paid the higher rate of pay beginning with the first day of work in that classification. Employees will be given the opportunity to work in higher graded classifications based upon a seniority rotation, beginning with the most senior employee, except that that employee must possess the skill and ability to perform the job.

Article XVIII

Employee Discipline

The District shall not demote, suspend, discharge or take any disciplinary action against an employee without just cause. The Union and the District agree that discipline should be timely, progressive and accompanied by counseling, where appropriate. The parties agree that, generally, progressive discipline includes: Oral reprimand; written reprimand; suspension; discharge. All discipline notifications will be discarded if after one (1) calendar year there has been no further disciplinary action.

Article XVIV

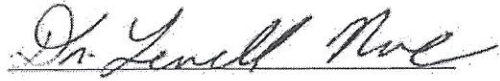
Term of Agreement

This working agreement shall be in force and effect from July 1, 2019 to June 30, 2022 and shall be automatically extended from year to year unless either the employer or the Union shall give notice in writing to the other party of its intention to terminate, amend, alter, revise, or re-negotiate, any time between January 1, 2019 and April, 2019. The parties shall meet and negotiations begin within ten (10) days after receipt of such notice, unless delayed by mutual agreement.

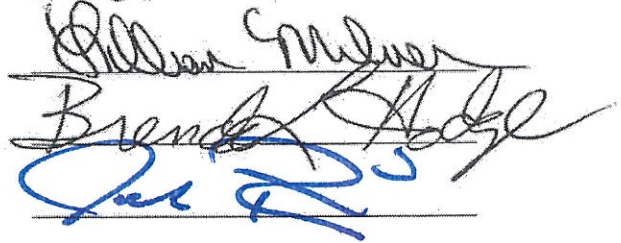
The Board shall not contract out any of the work currently or historically being performed by bargaining unit members during the term of this Agreement.

In witness whereof, the parties hereto have duly executed this agreement this 16th day of July 2019.

Bloom Township High School
District 206
Chicago Heights, IL



Service Employees International Union
Local #73
Chicago, IL 60607



Addendum Procedures for Job Related Injuries

If an injury is not a medical emergency, the Employee should report the injury to their Supervisor and telephone **COMPANY NURSE®** at **1-855-921-9518** and speak with the medical professional who will assist the employee with his or her medical needs and expedite the claims processing. The **COMPANY NURSE®HOTLINE** is available 24 hours per day, seven days per week.

ABSENCE DUE TO WORK-RELATED INJURY

Work-related injuries and any such related leaves shall be granted in accordance with relevant statutes and Illinois Industrial Commission rules and regulations. The Board shall pay the difference between the workers' compensation received and the employee's regular salary so long as the employee has accumulated benefits days. One-third of a day shall be deducted from the employee's accumulated benefit leave total for each day the employee is on work-related injury or illness leave.

NEGOTIATING PROCEDURE

If the assistance of a mediator is requested by either party in the negotiations for a successor agreement, both parties agree to utilize the services of the Federal Mediation and Conciliation Service (FMCS). Prior to such request the District will be given a opportunity to review the issue, unless otherwise agreed by the parties, the parties agree to adhere to the negotiation and impasse procedures set forth in the Illinois Educational

Labor Relations Act and the applicable rules and regulations of the Illinois Educational Labor Relations Board (IELRB), with the understanding that the determination of whether such procedures have been complied with shall be made solely in accordance with the provisions of the Illinois Educational Labor Relations Act and other applicable federal and state laws.

DISSIMILATION OF INFORMATION

The Employer agrees that during non-working hours, including breaks on the employer's premises, union steward shall be allowed to:

- A. Post union notices on designated bulletin boards;
- B. Distribute Union literature using department mail, or by hand-outs;
- C. Transmit communications, authorized by the Local Union and its Officers during member's non-working hours, including breaks.

JOB DESCRIPTIONS




One job description for each position in the bargaining unit shall be maintained by the District. The descriptions shall be reviewed and updated annually by a Job Description Committee composed of representatives of the District and the Union. Amendments to job descriptions must be approved by the Job Description Committee.

In witness whereof, the parties hereto have duly executed this agreement this 16th day of July 2019.

Bloom Township High School
District 206
Chicago Heights, IL



Service Employees International Union
Local #73
Chicago, IL 60607

Addendum Procedures for Job Related Injuries

If an injury is not a medical emergency, the Employee should report the injury to their Supervisor and telephone **COMPANY NURSE®** at **1-855-921-9518** and speak with the medical professional who will assist the employee with his or her medical needs and expedite the claims processing. The **COMPANY NURSE® HOTLINE** is available 24 hours per day, seven days per week.

ABSENCE DUE TO WORK-RELATED INJURY

Work-related injuries and any such related leaves shall be granted in accordance with relevant statutes and Illinois Industrial Commission rules and regulations. The Board shall pay the difference between the workers' compensation received and the employee's regular salary so long as the employee has accumulated benefits days. One-third of a day shall be deducted from the employee's accumulated benefit leave total for each day the employee is on work-related injury or illness leave.

NEGOTIATING PROCEDURE

If the assistance of a mediator is requested by either party in the negotiations for a successor agreement, both parties agree to utilize the services of the Federal Mediation and Conciliation Service (FMCS). Prior to such request the District will be given a opportunity to review the issue, unless otherwise agreed by the parties, the parties agree to adhere to the negotiation and impasse procedures set forth in the Illinois Educational

