

**CHICAGO HEIGHTS
SCHOOL DISTRICT NO. 170**

AND

**SERVICE EMPLOYEES
INTERNATIONAL UNION
LOCAL 73, CTW**

JULY 1, 2020 – JUNE 30, 2021

**CONTRACTUAL AGREEMENT
CAFETERIA STAFF**

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AGREEMENT

This Agreement made and entered into this 1st day of July, 2020, by and between the Board of Education, Chicago Heights School District 170, Cook County, Illinois, hereinafter referred to as the "Board," and Service Employees International Union, Local 73, CTW, hereinafter referred to as the "Union," hereby recognized as the sole and exclusive collective bargaining representative for all Cafeteria Employees.

WITNESSETH THAT:

The Board and Union have a common interest in the food service industry. Therefore, a working system and a harmonious relationship are necessary among the Board and the Union. All will benefit by continuous peace and by adjusting any differences by rational, common sense methods. Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1 – RECOGNITION

The Board agrees to recognize the Union as the sole bargaining agent for all its eligible employees within the unit of the Board located at Chicago Heights School District 170, herein shall include all cafeteria employees and porters, excluding managers, production supervisor, office clerical employees, high school students (provided, however, that such students shall not be utilized in a manner detrimental to the collective bargaining relationship between the Board and the Union) and all supervisory employees with authority to hire, promote, discharge, discipline for just cause or otherwise effect changes in the status of employees or effectively recommend such action.

ARTICLE 2 – UNION DUES; EMPLOYEE INFORMATION AND ACCESS

Section 1 – There shall be no discrimination against any employee because of age, sex, color, creed, national origin, handicap, impairment, veteran or marital status, or membership, participation in, or association with the Activities of the Service Employees International Union, Local 73.

Section 2 – The Employer agrees to deduct Union members' union dues from the paycheck of each employee authorizing such deductions in writing on a form created and provided to the employee by the Union. The Union shall tender copies of the executed forms to the District.

The Employer shall deduct Union dues from the Employee's next payroll after receiving the executed forms. The Union shall notify the District immediately if any employee(s) revoke their written authorization to withhold union dues from their paycheck. It is the responsibility of the Union to immediately advise the District in writing of any such

revocation. The dues are to be deducted in twenty (20) installments during each fiscal year so long as there are not more than two (2) dues deductions per month. The dues and list of employees from whom dues have been deducted and the amount deducted from each employee shall be forwarded to the Union Secretary-Treasurer.

Section 3 -The Union shall indemnify and hold harmless the Board of Education, its members, officers, agents, and employees from and against any and all claims, actions, complaints, suits or other forms of liability that shall arise out of, or resulting from, action taken by the Board for the purpose of complying with the above provisions of this article, or in reliance on any list, notice, certification, affidavit or assignment furnished by the Union to the District related to this Article.

Section 4 - The Board agrees to make available to the Union a list of all new employees hired within the bargaining unit and to furnish the Union with a new hire's home address, date of hire and telephone number. The above list will be available within two weeks of an employee's date of hire.

The Board also agrees to permit one (1) Union Representative up to one (1) hour to meet with newly hired employees for the purpose of identifying the organization's representation status, organizational benefits, facilities, related information, and distributing and collecting membership applications. This meeting shall not to be used for discussion of labor-management disputes and shall not impede normal operations of the District.

This meeting, unless otherwise mutually agreed upon by the District and Union, will occur within the first two weeks of a new employee's first day of work. The District shall provide reasonable notice to the Union of the exact time and location of the meeting. The Board and Union agree that this meeting will occur outside of the Union Representative's normal workday to preserve normal District operations. The Board agrees to neither deduct pay nor leave time from the employees or agents of the Union for attendance at the meeting outlined in this section.

ARTICLE 3 – MANAGEMENT PREROGATIVES

The management of the business of the Board and the directing of its personnel is the prerogative of the Board's management and includes, but is not limited to, the right to hire, promote, demote, schedule hours of work, assign duties, transfer or relieve employees from duty for lack of work or other legitimate reasons. The Board shall have the right to discipline or discharge for just cause any employee for gross misconduct, dishonesty, violation of health regulations or for violation of reasonable rules and regulations promulgated by the Board. The Board shall be the exclusive judge of all matters pertaining to the operation of its business and the methods, processes, means and material to be used.

ARTICLE 4 – COPE

Deduction. The Employer agrees to deduct and transmit to SEIU COPE such sums from the paycheck of each employee authorizing such deductions in writing on a form created and provided to the employee by the Union. The Union shall tender copies of the executed forms to the District. The rate of deduction may be adjusted once each calendar year. However, an employee may request termination of the deduction in its entirety, in writing, at any time during the year. The Union and Employee shall notify the District immediately if any employee(s) revoke their written authorization to withhold SEIU COPE sums from their paycheck. It is the responsibility of the Employee and Union to immediately advise the District in writing of any such revocation. It is understood that such withholdings will be transmitted at the same time and in the same manner as the employees' dues withholdings.

ARTICLE 5 – UNION REPRESENTATIVES AND NOTICES

Section 1 – The Business Representatives of the Union shall be admitted to the cafeteria premises for the purpose of investigating grievances or transacting Union business subject to the Board's security regulations. In the application of this Section, the parties will cooperate to prevent interference with efficient operations.

Section 2 – A bulletin board shall be furnished by the Board for the purpose of posting official Union business for the employees. All such items must be signed by the authorized Union representative; the signature of this authorized Union representative must be furnished to the Board. All such items to be posted must then be approved and posted by the Board.

Section 3 – The District will notify the Union in writing, with the name, job title, date of hire, and starting wage of newly hired employees. The District will notify the Union in writing when the employment status of a current bargaining unit member changes (i.e. resignation, promotion, transfer).

ARTICLE 6 – UNION RIGHTS

Section 1 – Board Meeting Notification, Agenda, and Minutes

The District shall post a schedule of regular Board meetings at the beginning of each school year on the District website. The District shall also post an agenda for each regular meeting on the District website at least 48 hours in advance of the scheduled time of each regular board meeting. Additionally, the District shall post minutes of its open meetings on the District website within ten (10) days of their approval by the Board.

Section 2 – Pertinent Information

The District, in response to a written request, shall furnish information that is already compiled and not confidential, private, or privileged in nature, to the SEIU Local 73 Union Representative when necessary for the Union to process a grievance or prepare for negotiations.

ARTICLE 7 – EMAILS

Employees who have access to the District's email system may use District email to communicate regarding non-business purposes, such as Union meeting notices or terms and conditions of employment, during non-working time.

The District will provide the Union a complete list of all District email addresses for bargaining unit members who currently have email accounts provided by the District. The lists shall be provided electronically to the Union by the District within the master list provided to the Union by October 1st.

ARTICLE 8 – SENIORITY

Section 1 – Seniority is defined as length of continuous service from the individual's date of hire with the Board. In cases of job openings, layoff within classification, and promotions among equally qualified employees, seniority will be the deciding factor.

Section 2 – New employees shall be considered as probationary employees until they have been in the employ of the Board for thirty (30) calendar days. During this period, they shall be entitled to no seniority. At the end of the probationary period, new employees will be entered on the seniority list as of the date of their employment. A thirty (30) day extension of the probationary period may be granted by mutual agreement between the Board and the Union. It shall be solely within the discretion of the Board to decide whether or not a probationary employee is to be retained. The Board shall not be obligated to rehire any new employee who is removed during the probationary period. Grievances may not be presented in connection with the discharge or layoff of new probationary employees.

A permanent full-time employee is defined as an employee who has successfully completed their probationary period and is scheduled to work seven (7) or more hours daily. A permanent part-time employee is defined as an employee who has completed their probationary period and is scheduled to work less than seven (7) hours daily. A floater employee is defined as an employee hired solely for the absence of a bargaining unit employee on a paid or unpaid leave of absence and shall remain only for the duration of the leave. If a bargaining unit employee cannot return to work, that Floater employee will be given first opportunity to apply for employment after the job bidding process has been exhausted in accordance to Article 7, Section 7. Their seniority shall then be as prescribed above.

Section 3 – In the event of a reduction in working force, the last employee hired shall be the first employee laid off; further layoffs continue in the like manner. If seniority is equal, the layoff shall be based on the ability and efficiency of the employee. In the event of rehiring, laid off employees shall be rehired in the reverse order of the layoffs. This procedure will be effective within the employee's present classification or a lower classification.

Section 4 – Seniority shall also apply, whenever possible, on scheduled days off, shifts, and vacation schedule.

Section 5 – Seniority shall continue and not be broken when an employee cannot work due to illness and accident for a period of not more than six (6) months.

Section 6 – Seniority shall be lost for the following reasons:

- a. Quitting voluntarily.
- b. Discharge.
- c. Absent for two (2) consecutive days without notifying the Board in which case the employee shall be considered to have quit voluntarily.
- d. Failure to return to work after a layoff when notified at last known address.
- e. Layoff for a period exceeding the respective recall period.
- f. Exceeding a leave of absence.
- g. Engaging in gainful employment during a leave of absence.

Section 7 – Job Posting and Bidding – When vacancies occur or new positions are created they shall be posted for five (5) working days so that all employees are aware of the opening. The Board may temporarily fill the job during the time the employees are bidding for the position. A permanent employee shall be selected to fill the job within five (5) working days of the end of the posting period, unless it can be shown that no qualified applicant is available. In the event that there are two (2) or more equally qualified bidders, seniority will prevail. The successful bidder shall be given a trial period of up to thirty (30) working days. If found not qualified within that time or the employee and administration agree that employee is not a good fit with the new position within thirty (30) days, the employee shall be returned to his/her former position. The employee must submit a written request to return to his/her former position if he/she does not believe the new position is a good fit.

ARTICLE 9 – LEAVE OF ABSENCE

Section 1 – Family and Medical Leave Act (FMLA) – Employees shall have all rights and benefits provided by the Family and Medical Leave Act of 1993 (FMLA). The Board shall use all accumulated benefit leave as part of the FMLA leave. Any employee who works in any other position while absent from work on a leave of absence or fails to return to work upon expiration of a leave of absence, within a reasonable amount of time, shall be considered to have abandoned his/her job.

ARTICLE 10 – DISCHARGE

The Board shall have the right to discipline or discharge any employee for gross misconduct, gross insubordination, dishonesty, violation of health regulations or for violation of reasonable rules and regulations promulgated by the Board. All other complaints against the employee may be called to the attention of the Union so that the Union may be given the opportunity to investigate them. During the investigation of such discharge or complaint, the employee shall remain on the job if agreed to by the Board and the Union.

ARTICLE 11 – MEALS & REST BREAKS

Section 1 – Employees shall be scheduled to eat their meals in order not to interfere with the main business of the Board which is the preparation and serving of food. Meals are to be provided without cost to the employees. Employees working seven (7) hours or more per day will be allowed one-half (1/2) hour paid lunch period.

Section 2 – Employees working seven (7) or more hours per day will have two fifteen (15) minute rest breaks. Employees working less than seven (7) hours per day will receive one fifteen (15) minute rest break.

ARTICLE 12 – HOLIDAYS

Section 1 – Eligibility – To be eligible for holiday pay, employees must have completed their probationary period. In addition, they must have worked their regularly scheduled hours on their last scheduled day prior to the holiday and their regularly scheduled hours on their next scheduled work day after the holiday.

Section 2 – Holidays – The paid holidays shall be the holidays listed below:

- a. Martin Luther King's Birthday
- b. Lincoln's Birthday or Presidents' Day
- c. Casimir Pulaski's Birthday
- d. Good Friday
- e. Memorial Day
- f. Labor Day
- g. Columbus Day
- h. Veterans Day
- i. Thanksgiving Day
- j. Friday after Thanksgiving
- k. Christmas Eve Day
- l. Christmas Day

- m. New Years Eve Day
- n. New Years Day

Section 3 – Holiday Pay – Eligible employees shall be paid at their regular straight time hourly rate for their regularly scheduled daily hours at the time of the holiday.

Section 4 – Holiday Work – For all work performed on any of the listed holidays, eligible employees shall be paid at their straight time hourly rate for all hours worked on the holiday in addition to their holiday pay. If employees agree to work on any of the holidays and fail to report for work, they shall forfeit their holiday pay for that day.

Section 5 – Employees that work the summer program shall be entitled to the Fourth of July as an additional holiday.

ARTICLE 13 – INSURANCE

A. Medical Coverage

1. The Board will pay the full individual insurance premiums for all full-time employees and for all employees who have been grandfathered (employees) enrolled in the Blue Advantage HMO Plan, HMO Illinois Plan or PPO.

NOTE: Grandfathered employees would be those employees, working less than seven (7) hours, who were hired during the 1989-1990 school year.

2. Full-time employees and grandfathered employees enrolled in dependent Blue Advantage HMO Plan, HMO Illinois Plan or PPO Self-Funded Plan shall pay 10% of the difference between the single and the family rate.
3. The insurance committee shall be convened and informed of any proposed modifications to the insurance plans, costs and fees by the District administration. Prior to District implementation of the modifications to the insurance plans, costs and/or fees, the insurance committee shall approve such changes. The membership shall be informed of any modifications to the insurance plans, costs, and/or fees as soon as possible upon the approval of the insurance committee. The Union shall be entitled to one (1) representative on this committee.

If the aggregate of the annual medical insurance premiums increased by 10.00% or more, the insurance committee shall make cost containment changes to reduce the aggregate cost of the insurance premiums to less than 10.00%. These changes shall take effect upon Board approval. If the increase in a specific plan cannot be reduced to below 10.00%, the

employees participating in that particular plan shall pay the insurance cost exceeding 10.00% or may select a new plan during open enrollment.

4. Dental coverage – The Board will pay the premium for a dental insurance policy for full-time employees covered by this contract.
5. Term Life Insurance – The Board will pay the premium for term life as follows: \$30,000 term life insurance and a \$60,000 accidental death/dismemberment policy for full-time employees covered by this contract.

ARTICLE 14 – BEREAVEMENT

Bereavement Leave: Superintendent, or designee, shall grant up to three (3) days of leave per occurrence without loss of sick days per year in the event of the death of a member of the immediate family. Immediate family shall include parents, spouse (including civil union partners), brother, sister, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians, as well as verifiable step relations. If an employee's bereavement leave falls on a holiday as prescribed in Article 10, Section 2, he/she will be paid for the holiday in addition to bereavement leave.

ARTICLE 15 – WORK WEEK

Section 1 – The work week shall be five (5) consecutive days, Monday thru Friday, of eight (8) hours each except where variations are required in accordance with the needs of the Board. This shall not be construed as a guarantee of work hours or work days.

Section 2 – Employees reporting for work at his/her scheduled starting time without previous instructions from the Board not to do so, for justifiable reason, will be given four (4) hours of work or pay at the employee's regular straight time hourly rate in lieu of such work. If employee is scheduled to work less than four (4) hours then the reporting pay shall be, work for the employee's scheduled hours or pay for the scheduled hours. However, if an employee is absent on the day on which notification of no work would have been given by the Board, or in cases of labor disputes or other conditions beyond the control of the Board, this four (4) hour clause shall not apply.

Section 3 – Overtime premiums shall not be paid more than once for the same hours worked. In no event shall there be any pyramiding of any overtime pay, holiday pay or any other premium pays. Where more than one (1) mentioned overtime holiday or other premium pay is applicable, compensation shall be computed on the basis to give the greater amount.

Section 4 – Time and one-half the employee’s respective hourly rate of pay shall be paid for:

- a. All work performed in excess of eight (8) hours in any one (1) work day.
- b. All work performed in excess of forty (40) hours in any one work week.
- c. All work performed on the sixth (6th) consecutive day.
- d. All work performed on the seventh (7th) consecutive day – double time.

Section 5 – Nothing in this agreement shall be construed to prevent the Board from requiring employees covered by this Agreement to work overtime in any work day or work week.

Section 6 – On early dismissal days, bargaining unit employees shall work the full day.

Section 7 – Extra Hours – Defined as hours that do not exceed forty (40) hours in a work week and the employee is paid at their normal hourly rate of pay. When opportunities arise for extra hours they will be offered to employees based on their seniority within the school building, starting with the most senior employee being offered the opportunity to work the extra hours first. Once an employee works the extra hours their name shall be dropped to the bottom of the seniority list and they shall not work additional hours again until all employees have had the opportunity to work the extra hours.

ARTICLE 16 – GENERAL PROVISIONS

Section 1 – Any employee will do the work of another employee providing it is within the same classification. Further, an employee will temporarily do the work of another employee of higher classification if the employee is capable of doing so and will receive the minimum rate of the higher classification. An employee will temporarily do the work of a lower classification employee if the employee is capable of doing so, but will receive the higher classification rate of pay. Permanent transfer to the various classifications will automatically pay the employee that classification’s rate, and the employee will then perform the work that classification involves. The Board and the Union recognize the necessity for this procedure due to the nature of institutional feeding.

Section 2 – Employees shall be responsible for their personal cleanliness and for the cleanliness of the work station to which they are assigned. Failure of the employee to maintain such cleanliness shall be cause for disciplinary action including discharge.

Section 3 – Supervisors, managers and office clerical employees may perform bargaining unit duties in the following situations only:

- a. In emergencies where regular employees are not immediately available;
- b. When absenteeism cannot be covered;
- c. In the instruction and training of employees.

Section 4 – The Board of Education shall have the right and duty to discipline members of the bargaining unit for acts of insubordination and/or misconduct. EXCEPT for gross misconduct and/or gross insubordination that would warrant immediate suspension or termination, the Board agrees to the concept of progressive discipline for just cause. The Board and Union agree that the commission of certain serious offenses or multiple offenses would permit the Administration to enforce discipline at an enhanced rate pursuant to the schedule below.

- a. The parties agree that, generally, progressive discipline includes:
 - 1. Oral reprimand;**
 - 2. Written reprimand;**
 - 3. Suspension; or**
 - 4. Discharge.****
- b. Upon repetition of the commission of same/similar offense, officials shall assess an unpaid suspension of up to three (3) days against the employee.**
- c. Subsequent repetition of the same offense shall result in either a lengthy suspension or termination. Whichever disciplinary action the Board considers appropriate given the circumstances shall be approved.**

When an administrator calls a conference with an employee which might lead directly to possible disciplinary action or termination against the employee, the following provisions shall be applicable:

- a. Whenever possible, the employee shall be informed forty-eight (48) hours in advance of the meeting, in writing as to the purpose for the conference and/or investigatory meeting.**
- b. The employee has the right to be accompanied by a Union Representative or Union Steward at the conference.**
- c. Except circumstances warranting immediate action, the administrator will not take disciplinary action against the employee without first affording the employee an opportunity to respond to the matter being discussed.**
- d. If, after a disciplinary conference, an administrator takes disciplinary action against the employee, the administrator shall provide the employee with written notification of the reason for the action.**
- e. In no instance shall disciplinary action be taken against an employee later than thirty (30) days after the conduct leading to the discipline or in the thirty (30) days after the conduct leading to the discipline or in the thirty (30) days after the time the administration becomes aware of the action leading to the**

discipline. When disciplinary action stems from a series of uncorrected instances on the part of the employee, in no event shall discipline occur later than thirty (30) days after observation or learning of the last instance.

- f. Any disciplinary action taken against an employee shall be subject to the grievance procedure of this Agreement.

Section 5 - In the event the behavior which caused a letter to be placed in an employee's personnel file is remedied within two (2) years, the Assistant Superintendent for Human Resources shall remove the discipline for the employee's personnel files.

Section 6 - Union Buttons - Employees shall be permitted to wear their Union buttons at work. There shall be no discrimination against any employee because of union activity or for the position of the steward, committee member or other official post of the Union.

ARTICLE 17 - SHOP STEWARDS

One (1) Chief Shop Steward or his or her designee will be recognized by the Board as acting for and on behalf of the employees represented. The Union shall identify the Chief Shop Steward so that the Board may recognize said Shop Steward. The recognized Chief Shop Steward or his or her designee may represent bargaining unit employees during the grievance process outlined in Article 19. Up to three (3) Union Stewards will be recognized by the Board to assist the Chief Shop Steward.

ARTICLE 18 - STRIKES AND LOCKOUTS

During the life of this Agreement, neither the Union, nor any employee individually or collectively, shall authorize or take part in any unauthorized strike or other interruption of work or any impeding of production. Any employee who violates the provisions of this Article may be discharged from the employ of the Board. The Union agrees that it will not oppose the discharge or discipline of anyone who instructs, leads or induces another employee to take part in any unauthorized strike or work stoppage. The Board agrees that there shall be no lockouts or interference with the terms and provisions of this Agreement.

ARTICLE 19 - GRIEVANCE PROCEDURE AND ARBITRATION

Section 1 - A grievance is a complaint by a member of the bargaining unit that there has been a violation, misinterpretation or misapplication of any of the provisions of this Agreement.

Section 2 - First Stage: The grievance shall first be filed by the Union with the grievant's immediate supervisor within twenty (20) days after the act or condition which is basis

for the grievance. Any grievance not brought within the twenty (20) day timeframe outlined above shall be barred and no arbitrator shall have jurisdiction to rule on an untimely grievance. The immediate supervisor shall meet and confer with the grievant within ten (10) school days (or working days) from the time of the filing of the grievance in an attempt to resolve the grievance. Within ten (10) working days after hearing the grievance, the immediate supervisor shall state his decision in writing and shall furnish one copy to the grievant and one copy to the Union.

Second Stage: If the matter is not resolved to the satisfaction of the grievant, the Union may within ten (10) working days after receiving the decision of the immediate supervisor, appeal in writing the decision to the Deputy Superintendent of Business Affairs. The appeal shall consist of the grievance and the decision at the First Stage. The Deputy Superintendent of Business Affairs shall meet and confer with the Union within ten (10) working days from the time of filing the appeal in an attempt to resolve the grievance. Within ten (10) working days after hearing the appeal, the Deputy Superintendent of Business Affairs shall communicate the decision on appeal in writing to the aggrieved.

Third Stage: If the grievance cannot be settled at the Second Stage, the Union shall have ten (10) working days after receiving the decision rendered at the Second Stage to appeal from that decision to the Board. The appeal shall consist of the grievance and decisions at the First and Second Stages thereof. Within thirty (30) days after receipt of the appeal, the Board shall hold a hearing on the grievance. The grievant and his representative shall have the right to present a written brief to the Board before they conduct deliberations leading to a decision in the case. Within ten (10) working days after the hearing on the appeal, the Board will communicate its decision in writing to the grievant and his representative.

Fourth Stage: In the event that the matter is not resolved to the satisfaction of the grievant at the Third Stage, there shall be available a Fourth step of impartial arbitration. The Union must submit in writing within thirty (30) working days after receiving the Board's decision at the Third Stage a request to enter into such arbitration. The parties to the grievance shall select an arbitrator and conduct the arbitration in accordance with the Voluntary Labor Rules or the Federal Mediation and Conciliation Services. Expenses for the arbitrator and expenses which are common to both parties to the arbitration shall be borne equally by the Board and the grievant. The decision of the arbitrator shall be final and binding upon all of the parties.

Section 2 – The arbitrator shall not have the power to add to or subtract from or modify any of the terms of this Agreement supplemental hereto, nor to pass upon any controversy arising from any demand of the Union to increase any wage rates prevailing at the time nor to set or change rates for any classification as provided herein. The decision of the arbitrator shall be final and binding on both parties and shall conclusively determine the subject of the arbitration for the duration of this Agreement.

Section 3 – Each party shall bear its own expenses with respect to preparation and presentation of the matter to the arbitrator including the fee, if any, of the arbitrator.

ARTICLE 20 - PAID SICK LEAVE

Section 1 – Employees working seven (7) or more hours per day on a regular basis shall be entitled to fifteen (15) sick days per year. Employees working less than seven (7) hours per day on a regular basis shall be entitled to ten (10) paid sick days per year. Any unused sick days in any one (1) school year shall accumulate from year to year, up to a maximum of one hundred and eighty (180) days.

Section 2 – Sick leave shall be interpreted to mean personal illness, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption.

The District requires a certificate from (1) a licensed physician, (2) a licensed, chiropractic physician, (3) an advanced practice nurse who has a written collaborative agreement with a collaborating physician that authorizes the advanced practice nurse to perform health examinations by his or her supervising physician, or (5) a spiritual adviser or practitioner of the employee's faith as a basis for pay during leave after an absence of three (3) or more days for personal illness or thirty (30) days for birth of a child. In cases of excessive absence, a doctor's certificate may be requested for each absence.

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

Section 3 – Upon retirement, employees will be required to submit to IMRF any and all sick days which are eligible for inclusion in his/her retirement pension payout. Any employee who has accumulated sick days after submission of such sick days to IMRF for inclusion in his/her retirement pension payout, shall be paid forty dollars (\$40.00) for each sick day accumulated to a maximum of one hundred fifty (150) days.

Section 4 – Personal Leave Days – All full-time employees are entitled to two (2) personal leave days per year for personal business without loss of pay or deduction from sick leave benefits. If personal leave day(s) are not taken during the fiscal year, they may be added to the employee's accumulated sick leave bank. One additional day per year may be used as a third personal leave by the forfeiture of one of the employee's sick leave days. No explanation other than "personal business" shall be required for such leave for which prior approval must be obtained from the Supervisor. It is understood that if an employee knows in advance that he will have to use a personal business day, he shall extend the courtesy and consideration of notifying the proper person in advance. Except for emergencies, personal leave shall not be granted during the first week of school, the last week of school and before or after any holiday.

All part-time employees are entitled to use two (2) personal leave days per year for personal business without loss of pay with a deduction from sick leave benefits.

ARTICLE 21 – PROFESSIONAL DEVELOPMENT

All bargaining unit employees will participate in mandatory educational professional development programs approved by the administration and the Board of Education. Professional development sessions will be limited to two (2) in number per school year and will terminate no later than one (1) hour after the close of a normal work day. Professional development sessions will be held on District-scheduled Teacher Institute Days, which are listed on the District's academic calendar. If there are more than two (2) Teacher Institute Days scheduled during a school year, the two (2) professional development sessions for bargaining unit employees will be determined upon mutual agreement from the list of pre-scheduled Teacher Institute Days. Bargaining unit members will be paid commensurate with their hourly rate on professional development days.

ARTICLE 22 – LEGISLATION

During the time of this Agreement, if any local, state or federal law is enacted, which in any way conflicts with any section of this Agreement, then either the Board or the Union has the right to negotiate that section of the Agreement in order to conform with the law. No other sections of this Agreement shall be affected during the course of renegotiations.

ARTICLE 23 – WAGES

Section 1 – It is agreed that the starting rate for new employees shall be set by the Board of Education.

Section 2 – In the event the Board requires any additional classifications of employees not set forth in this Agreement, it is agreed that the rate for such classification shall be set by mutual consent between the Board and the Union.

Section 3 – Hourly wage rate increase as shown in Section 4 will be added to the wage rate for each employee currently being paid.

Section 4 – Effective July 1, 2020, all eligible employees on the active payroll will be given a 5% per hour rate increase. This pay increase shall be retroactive to July 1, 2020.

Section 5 – Starting wage for Food Service employees shall be the annual minimum wage per hour. Effective July 1, 2020: \$10.00/hr.; Effective January 1, 2021: \$11.00/hr.

All employees on the active payroll as of July 1, 2020 who fall below the \$10/hr. minimum shall first have their hourly rate brought to the statutory minimum before receiving the rate increase outlined in Section 4, above. All employees on the active payroll as of January 1, 2021 who fall below the \$11/hr. minimum shall only have their hourly rate brought to the statutory minimum.

Section 6 – The Head Cook, Assistant Cook and Group Leader(s) will receive an additional one dollar (\$1.00) per hour plus the annual increase.

Section 7 – The Porter(s) will receive an additional fifty cents (\$0.50) per hour plus the annual increase.

Section 8 – Longevity increases – At the completion of each year of service for years 4-7 \$350; 8-11 \$450; 12-15 \$650; 16 & over \$950 (Payable in November).

ARTICLE 24 – COACHING STIPENDS

When a coaching opportunity is available in the District, the position shall be posted on the District website. Teachers shall have the first opportunity for all coaching positions. Any bargaining unit member may apply to open coaching positions. All coaching positions shall be paid in accordance with the Coaching Stipends schedule in the Teacher's Unit Contract.

ARTICLE 25 – UNIFORMS

The Board shall furnish free of charge to each new employee two (2) sets of uniforms. On an annual basis, the Board shall replace free of charge one (1) uniform. The employee will be consulted for choice of style in uniform selection. Uniforms shall be laundered and otherwise maintained by the employee.

ARTICLE 26 – SUCCESOR CLAUSE

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, altered or change in any respect whatsoever.

ARTICLE 27 – JURY DUTY

Any employee called to jury duty will be paid his regular salary. Pay received from the county for jury duty shall be kept by the employee.

ARTICLE 28 – INJURY ON THE JOB

If an employee is unable to work due to an occupational injury or disease, you will be covered if injury/disease extend more than fourteen (14) days and be entitled to 66% of your weekly rate of pay. In addition, if you have accumulated sick leave, you will be entitled to 1/3 of your sick leave benefit. For this Article only, if you are IOJ, all time off will be considered as time worked.

ARTICLE 29 – DISTRIBUTION OF CONTRACT


The Union shall provide a copy of this Agreement to all newly hired employees. Within thirty (30) days of ratification of the Agreement, the Board shall deliver copies of the CBA via e-mail to all members of the bargaining unit. Additionally, the District shall post the approved Agreement on the District's internet page.

ARTICLE 30 – TERM OF AGREEMENT


This Agreement shall remain in full force and effect from July 1, 2020 to June 30, 2021. Thereafter, this Agreement shall continue in effect from year to year unless either party notifies the other in writing at least sixty (60) days prior to the expiration date of this Agreement indicating its desire to modify, amend or terminate this Agreement. Any such notice shall specify the proposed modification or amendments.

It is the general policy of the District to continue to utilize its cafeteria staff to perform work they are qualified to perform. However, the District agrees to follow Section 10.22.34c of the Illinois School Code (105 ILCS 5/10-22.34c), as required, should it decide to subcontract the work performed pursuant to this collective bargaining agreement. However, the District may not implement any subcontracting of cafeteria staff work sooner than July 1, 2021.

The Board of Education

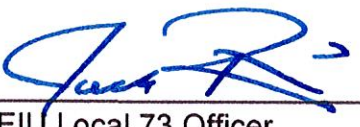


President
Date 10/08/2020




Secretary
Date 10/07/20

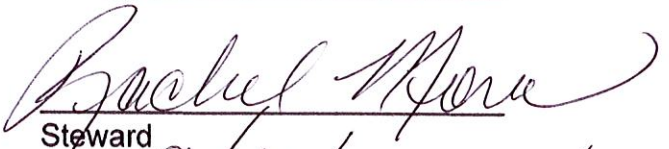
SEIU Local 73



SEIU Local 73 Officer
Date 9/22/2020



Steward
Date 9-18-2020



Steward
Date 9/18/2020