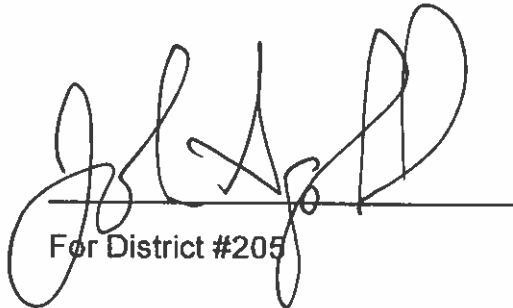


Memorandum of Understanding  
Between Galesburg District #205 and  
SEIU Local 73

- 1) This MOU applies only to the Food Service Unit.
- 2) For off hours extra work, as in the previous contract, employees will be paid their basic hourly rate plus \$1 per hour until overtime, as defined in the contract, applies.
- 3) This MOU keeps in place past contract language regarding such extra work, corrects an oversight made during other changes and is not new or different than how this was previously done.




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For District #205

9.21.22

Date



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For SEIU Local 73

9/21/2022

Date

**AGREEMENT BETWEEN**  
**THE BOARD OF EDUCATION**  
**COMMUNITY UNIT SCHOOL DISTRICT #205**  
**GALESBURG, ILLINOIS**  
**AND**  
**THE FOOD SERVICE UNIT**  
**SEIU LOCAL 73**  
**July 1, 2022 - June 30, 2025**

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## **ARTICLE I RECOGNITION**

### **Section 1. Definition**

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

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

A full-time worker is one whose regular work day is six (6) or more hours per day (30 hours per week). The GHS Central Kitchen staff will report to work 4 days prior to the first day of student attendance. On day one at the beginning of the year, all Central Kitchen staff will work 7 hours. On days 2 through 4, staff will work their normally scheduled hours.

At the Satellite Kitchens, staff will report 2 days prior to the start of the first day of student attendance. On day one at the beginning of the year, all Satellite Kitchen staff will work 7 hours. On day 2, staff will work their normally scheduled hours. At the end of the school year, staff will work one day beyond the last of student attendance to clean kitchens and close them for the summer.

### **Section 2. Unit Work**

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

### **Section 3. Student Work**

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

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

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

**ARTICLE 2  
MANAGEMENT AND DIRECTION OF EMPLOYEES**

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

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

**ARTICLE 3  
SELECTION OF PERSONNEL**

**Section 1. Vacancies**

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

When a vacancy or new position occurs within a category of position, workers within that category of position may bid on the vacancy or new position. The senior worker in that category of position who has made a proper bid for such vacancy or new position shall be awarded the position. If no worker in the category has bid on the vacancy or new position, workers from all other categories may apply for the vacancy or new position. The most senior qualified worker will be granted the position. The Board shall have the sole discretion to determine whether or not a worker is qualified for the vacancy or new position. In the event a worker is selected to fill the vacancy or new position, the worker shall serve a probationary period of sixty (60) on the job work days. The probationary worker shall be evaluated two (2) times during the course of the sixty (60) on the job work day period. Evaluations shall be accomplished using the proper District evaluation form. Evaluations shall take place at the job site and be performed by the Food Service Director or the Assistant Food Service Director with prior consultation with the Central Kitchen Manager/Satellite Kitchen Supervisor.

If the worker's performance is not satisfactory during the sixty (60) on the job work day period, the worker shall be returned to his/her former position if a vacancy exists. If not, the worker will be laid off and subject to recall under the provisions of Article 13, Section 5.

Workers are limited to two (2) lateral transfers within a category of position per year.

**Section 2. New Hires**

To ensure that all workers are physically capable of performing the required job duties, the District will schedule and pay for all pre-employment work physicals. In addition, all costs associated with fingerprinting and background checks will be paid for by the District.

All workers shall be neat in appearance, of good moral character, and able to work harmoniously with all school personnel as well as students.

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

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

In the event combinations of employees are adversely affecting the food service department, school, and/or district, the Food Service Director (with reasonable document logic) has the ability to involuntarily transfer employees to another location as long as the employee's pay and guaranteed hours are not diminished.

### **Section 4. Training**

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

## **ARTICLE 4 FOOD SERVICE DUTIES, RESPONSIBILITIES AND EXPECTATIONS**

### **Section 1. General**

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

### **Section 2. Telephones**

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

### **Section 3. Covered Costs for Certifications**

All workers who are required to hold certificates for their specific positions will have those costs covered by the District.

### **Section 4. Equipment**

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

### **Section 5. Substitutes**

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

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

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

**Section 6. Beginning/End of the Year Cleaning and Professional Development Schedule**

The first four days of the year for Central Kitchen employees are mandatory work days. The first two days of the year for Satellite Kitchen employees are mandatory work days.

No more than one-third of the staff at any location may request PTO or BPTO time off on the last day of cleaning for the year.

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

**Section 7. Food Service Personnel**

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

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

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

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

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

**Section 8. Overlapping**

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

**Section 9. No Smoking**

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

**Section 10. Cell Phones**

Cell phones are to be turned off and placed in lockers during the work time. The district will provide the Central Kitchen Supervisor with a cell phone to conduct District business.

**ARTICLE 5  
USE OF KITCHENS AND FOOD SERVICE RESPONSIBILITY**

**Section 1. Kitchen Usage by District Affiliated Groups**

When kitchen facilities are used by district organizations or rented by outside entities during the school year for food preparation, a qualified food service staff member will be hired for the event. Please see the overtime area regarding payment.

District organizations will be allowed to use the kitchen area for non-food prep activities. These may include, but are not limited to, the use of sinks, water sources, ice machines, and prep surfaces. The organization will be provided instructions regarding the limited use of the kitchen areas and expectations for cleaning, as well as a container of utensils.

In the event that a kitchen area is not in the same condition as the food service staff left it prior to the event, a service fee (time stamp) will be charged to the entity and future use may be denied or restricted.

**Section 2. Union Use of Facilities**

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

**ARTICLE 6  
BENEFIT COVERAGE**

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

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

**ARTICLE 7  
WORK DAY - WORK WEEK**

**Section 1. Work Schedules**

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

Employees who work between 5-5.50 hours per day will receive a paid 10-minute break each day. Employees who work between 6-8 hours per day will receive a paid 20-minute break. Break times should be staggered among kitchen workers and taken around actual serving times. Staff are required to remain in their work area and be available during breaks/lunch periods as staff are paid during these times.

All employees are entitled to a free meal during the shift they work. If they do not receive a paid break per the contract, employees may take meals to go at the end of their shifts. Normal bathroom breaks may be taken as needed.



**Section 2. Schedule Changes**

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

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

**Section 3. Hours of Work**

- A. Central Kitchen Manager 8 hours
- B. Kitchen Supervisor 7 hours
- C. Cooks 6.5 hours
- D. Kitchen Assistant 3 - 6.5 hours
- E. Dishwasher 4 hours

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

Food Service worker's schedules and length of work will be modified on half (1/2) day school improvement days with no more than a one hour decrease in pay.

**ARTICLE 8  
OVERTIME**

**Section 1. Overtime Defined**

The work week runs Sunday to Saturday. All time worked in excess of forty (40) hours in any work week shall be compensated at the rate of time and one-half (1 1/2) the basic hourly rate of pay.

Additional food preparation required by the District and approved by the Food Service Director including but not limited to pastries/catering for internal meetings, jobs requested by the principal or district administration, requests for food service assistance by classroom teachers, and preliminary preparation for banquets, etc. shall be an inherent responsibility of Food Service Program during the contract day.

When after-hours catering services are required for non-district staff, clubs, or organizations, food service staff will be notified of the event a minimum of 2 weeks in advance when possible.

**Section 2. Additional Hours/Overtime Scheduling**

Additional hours are defined as work beyond a Food Service employee's regularly scheduled day. For example, if a Kitchen Assistant is scheduled for 5 hours daily, work beyond 5 hours is considered "Additional Hours." Additional hours may result in overtime payments as defined in Article 8-Section 1.

The assignment of "Additional Hours" will be done by job category, seniority, and job assignment location. The Assistant Food Service Director will provide an updated seniority list monthly to each Kitchen Supervisor/Manager to be posted at each school.

Volunteers for working additional hours will be sought first from the monthly "Extra Hours List" collected by the Assistant Food Service Director. If enough volunteers in the required job categories are not secured, the below language will apply.

"Additional Hours" will be assigned on a rotating basis. Within each category, the most senior staff member in the category will be given "Additional Hours" first and then move to the bottom of the list. The rotation will continue with each "Additional Hours" assignment. Except in emergency situations decided by the Food Service Director, a 48 hours' notice will be given before "Additional Hours" are assigned.

If an employee is required to work "Additional Hours" based on the seniority rotation and does not want to take the assignment, the employee is responsible for finding someone in their job category who will take the additional hours. If no one can be found, the employee will be responsible for working. Substitutes in the "Additional Hours" category must be reported to the Assistant Food Service Director no later than 24 hours before the assignment. The employee who was required to work will fall to the bottom of the "Additional Hours" rotation list regardless if they work the additional shift or find a substitute. The substitute remains in their position on the "Additional Hours" list.

The Director of Food Service will develop a written work schedule to be provided to each worker for special events. All overtime for such functions shall be paid by the District.

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

Federal and state meal distribution requirements change on a regular basis depending on a variety of factors. In the event that the District is required or chooses, to provide summer meals for students and/or the community, the SEIU Food Service Union and District #205 will commence impact bargaining related to the staffing of the Central Kitchen and Satellite Kitchens.

## **ARTICLE 9 PAY DAYS**

### **Section 1.**

Workers shall be paid on the 15<sup>th</sup> and 30<sup>th</sup> of the month. If the pay day falls on a weekend, the employee will be paid on the Friday before the 15<sup>th</sup> or 30<sup>th</sup>. In February, the last pay of the month is on the 28<sup>th</sup>.

If the pay day falls on a holiday, the employee will be paid on the Friday before a Monday holiday or the day before the holiday.

**ARTICLE 10  
WAGES AND CONTRACT YEAR**

**Section 1. Wage Rates**

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

See Appendix A.

**Section 2. Pay Upon Promotion**

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

**Section 3. Payroll**

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

**ARTICLE 11  
DISCIPLINE**

**Section 1. Disciplinary Procedures**

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

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

**Section 2. Suspension with Pay**

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

**Section 3. Just Cause Suspension without Pay and Termination**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **Section 3. Scope**

- A. The failure of the grievant or Union to act within the time limits set forth herein shall preclude further appeal of the grievance.
- B. The failure of an administrator to act within the time limits set forth herein shall allow the grievant or Union to proceed to the next step of the procedure.
- C. Time limits set forth herein may be extended by mutual agreement in writing.
- D. A Union representative shall be present at all steps of the grievance procedure.

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

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

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

#### **Section 5. Formal Procedure**

A. **Step One.** If a grievance cannot be resolved informally, the grievant and/or Union shall file a written grievance. The grievance must be filed with the Director of Food Service within fifteen (15) days of the worker's knowledge of the underlying facts giving rise to the grievance or within fifteen (15) days of the informal procedure, whichever is later. Within ten (10) days after such grievance is filed, the parties shall meet in an attempt to resolve the grievance. The Director of Food Service shall make a decision on the grievance and communicate it in writing to the grievant and Union within ten (10) days of the meeting.

B. **Step Two.** In the event a grievance is not resolved at the First Step, the grievant and/or Union shall file, within ten (10) days of the Director of Food Service's decision at the First Step, a copy of the grievance with the Assistant Superintendent/Director for Human Resources. Within ten (10) days after such grievance is filed, the grievant, Union and Assistant Superintendent/Director for Human Resources (and necessary witnesses) shall meet in an attempt to resolve the grievance. The Assistant Superintendent/Director for Human Resources shall make a decision on the grievance and communicate it in writing to the grievant and Union within ten (10) days of the meeting.

C. **Step Three.** In the event a grievance is not resolved at the Second Step, the grievant and/or Union shall file, within ten (10) days of the Assistant Superintendent/Director for Human Resources decision at the Second Step, a copy of the grievance with the Superintendent. Within

ten (10) days after such grievance is filed, the grievant, Union and Superintendent (and necessary witnesses) shall meet in an attempt to resolve the grievance. The Superintendent shall make a decision on the grievance and communicate it in writing to the grievant and Union within ten (10) days of the meeting.

D. In the event a grievance is not resolved at the Third Step, the Union may submit the grievance to final and binding arbitration.

#### **Section 6. Arbitration**

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

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

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

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

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

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

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

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

### **ARTICLE 13 SENIORITY**

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

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

Seniority shall apply, according to the terms of the contract, for layoff, recall, transfer and promotion, and additional hours during the work day at an employee's assigned location.

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

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

- A. Central Kitchen Manager
- B. Satellite Kitchen Manager
- C. Cook
- D. GHS Common Grounds/Kitchen Assistant
- E. Kitchen Assistant
- F. Dishwasher

### **Section 3. Seniority List**

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

### **Section 4. Layoff**

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

### **Section 5. Recall**

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

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

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

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

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

### **Section 8. Service Credit Year**

All pay increases shall be effective on the first day of required worker attendance after August 1<sup>st</sup> of year. Employees whose first day of the work week begins before the last day in January will be granted a full year of seniority. Hire date still applies for determining specific seniority order-see Section 1.

**ARTICLE 14**  
**PAID TIME OFF and BANKED PAID TIME OFF**

**Section 1. Paid Time Off (PTO) and Banked Paid Time Off (BPTO)**

All employees will be provided 10 PTO (Paid Time Off) days off throughout the regularly scheduled school year. PTO allows employees to schedule time-off in advance to spend time with their families and take care of medical needs or personal business which cannot be conducted outside of the employee's normal scheduled work hours.

A paid day off is defined as your pay for the hours you are normally scheduled. Employees may use PTO for any reason.

PTO leaves must be requested 48 work hours in advance of the leave. Leave requests must be submitted through Skyward/Frontline.

PTO time will only be approved for 20% of the workers at an assigned location. In the event that multiple requests for the same day are made, priority will be given to the employee who submitted the request first.

Any unused PTO time at the end of the year can be cashed out or banked for a serious illness / IMRF service credit. The use of Banked Paid Time Off (BPTO) must meet the criteria listed below.

Employees who have worked more than five continuous years with the District, will receive additional BPTO days annually per the schedule below. These days will be placed in the employee's BPTO bank at the start of each school year.

Beginning of Year 6-10	2 Days BPTO Per Year
Beginning of Year 11-20	4 Days BPTO Per Year
Beginning of Year 21 +	5 Days BPTO Per Year

**Section 2. Use of Banked Paid Time Off (BPTO)**

BPTO leave may be used for personal illness or the serious illness of a family member after all available regular PTO time has been used.

For a personal illness where BPTO is being used, an employee must provide a note from a health care provider if they are absent more than 2 consecutive days for illness.

Depending on the nature of the absence, employees may be required to undergo a *Fitness for Duty* examination at the district's occupational medicine provider. If this is required by the District, all related fees will be paid by District #205.

For the use of BPTO time for immediate family members, the illness must meet the *Family Medical Leave Act* definition for "serious illness." Employees will be required to complete FMLA paperwork and obtain a physician's certification form from the family member's doctor. The definition of "immediate family" shall include parents, step parents, spouse/domestic partner, siblings, children, step children, grandparents, grandchildren, parents-in-laws, sister/brother-in-laws, aunts, uncles, and legal guardians. BPTO may be used for bereavement days of immediate family members as defined above after PTO time has been exhausted.



### **Section 3. Allocation of PTO Time**

For the first full two school years of employment, PTO time will be allocated quarterly. For all other employees, PTO will be allocated at the beginning of the school year. If any employee resigns before the end of the school year, the employee's PTO time will be prorated. This may result in a payback of unearned PTO time.

#### **Example:**

- Jane Smith worked 5 hours per day for 72 days in the 2022-2023 school year.
- Each day worked = .045455 days of PTO Time
- Jane Smith earned 3.3 days of PTO time in the 72 days worked.  
(72 x .045455 = 3.3 days)
- Jane Smith used 7 days. Jane owes 3.7 days in PTO time.
- 3.7 days x 5 hours per day = 18.5 hours owed to the District
- 18.5 hours x \$15.50 (hourly rate) = \$286.75 deducted from her final paycheck

All BPTO time remaining when an employee leaves the District is reported to IMRF and will be used for future service credit with IMRF. Please contact IMRF regarding rules for use of unused sick time as service credit toward a future annuity.

### **Section 4. Discipline for Unscheduled Absences**

After two unscheduled absences, a problem-solving meeting will be held with Food Service management, union stewards, and the employee. The progressive disciplinary process may be enacted for future unscheduled absences depending on the results of the problem-solving meeting.

### **Section 5. Use of Unscheduled PTO Time during Work for Personal Illness or Family Emergency**

In the event that an employee becomes ill during the work day or has an unplanned family emergency arise, their PTO/BPTO allotment will be used in half day increments.

If an employee works on-third ( $\frac{1}{3}$ ) or more of their scheduled hours before leaving due to personal illness or unplanned family emergency, he/she will only be charged for a half ( $\frac{1}{2}$ ) PTO/BPTO day versus a full day.

If an employee is within 45 minutes of the end of his/her shift, the employee may clock out and will not be required to use their PTO/BPTO allotment. The employee's pay will be docked for 30 minutes accordingly. Permission from the Assistant Food Service Director or Food Service Director (if Assistant Food Service Director is not available) must be obtained prior to leaving.

**ARTICLE 15  
INSURANCE PROTECTION**

**Section 1. Coverage**

All SEIU Food Service employees who are regularly scheduled for 30 hours or more each week shall have the same medical, dental, vision, and life insurance coverage as other District #205 employees.

**Section 2. Benefit Plan**

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

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

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

**Section 4. Representation**

SEIU Food Service union is entitled to have three representatives on the District #205 Insurance Committee. Union Stewards are to notify Human Resources at the beginning of each school year who will be representing the union at Insurance Committee meetings.

**ARTICLE 16  
PAID HOLIDAYS**

**Section 1. Holiday Work**

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

In the event that Food Service staff are required to work on a holiday listed below, they will receive double their normal rate of pay.

Ex: Regular Hourly Rate: \$17.00 per hour

Holiday Pay Rate: \$34.00 per hour

**Section 2. Holidays**

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

- Labor Day 1<sup>st</sup> Monday in September
- November Election Day\* \*If Declared by the Governor
- Veteran's Day\*\* \*\*November 11<sup>th</sup> (If it falls during the work week)
- Thanksgiving Day
- Day After Thanksgiving
- 4 Paid Days over Winter Break
- Martin Luther King, Jr. Day
- Presidents' Day
- Good Friday
- Memorial Day\*\*\* \*\*\*If the holiday falls in the school calendar
- Juneteeth\*\*\*\* \*\*\*\*For summer school employees only if the day falls on a work day
- 4<sup>th</sup> of July\*\*\*\* \*\*\*\*For summer school employees only if the day falls on a work day

**ARTICLE 17  
TRANSPORTATION ALLOWANCE**

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

**ARTICLE 18  
DRESS CODE AND CLOTHING ALLOWANCE**

**Section 1. Uniform Guidelines and Allowance**

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

Employees are expected to wear approved close toed slip-resistant shoes and hairnets at all times.

The uniform top may be altered in accordance with individual school spirit day activities. All alterations to the uniform must be pre-approved in advance of the day by the Assistant Food Services Director (or Food Service Director if unavailable) and not pose a safety risk.

**Section 2. Guidelines**

Employees are required to wear their school provided shirts, black or khaki solid pants no shorter than knee length, hairnet, and slip resistant shoes. Yoga pants, leggings, jeans, sweatpants, or other forms of athleisure wear are not permitted.

**ARTICLE 19  
SERVICE/RETIREMENT BONUS**

**Section 1. Service Bonus**

For any employee hired before 8/1/19, The Board shall grant a service bonus in the amount Three Hundred and 00/100 Dollars (\$300.00) per year for every completed year of service to District #205 provided the worker has a minimum of ten (10) years of service to the District and has informed the District three (3) months in advance of their last day of work. The bonus shall be payable in full no earlier than 31 days, nor more than 60 days after, the final day of work. Full years of service are computed from the date of hire.

In the event an employee has a catastrophic illness verified by a doctor or upon their death, the service bonus will be paid in lump sum to them or to a named beneficiary provided the employee meets the criteria established above.

**Section 2. Retirement Bonus**

For any employee hired on or after 8/1/19, the Board shall grant a retirement bonus in the amount Three Hundred and 00/100 Dollars (\$300.00) per year for every completed year of service to District #205 provided the worker has a minimum of ten (10) years of service to the District and has informed the District three (3) months in advance of their last day of work, and meets the retirement criteria under IMRF provisions. This shall be payable in full no earlier than 31 days, nor more than 60 days after, the final day of work. Full years of service are computed from the date of hire.

In the event an employee has a catastrophic illness verified by a doctor or upon their death , the retirement bonus will be paid in lump sum to them or to a named beneficiary provided the employee meets the criteria established above.

**ARTICLE 20  
COMMUNICATIONS BETWEEN MANAGEMENT AND FOOD SERVICE**

**Section 1. Committee**

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

**Section 2. Purpose**

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

**ARTICLE 21  
DISCRIMINATION**

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

**ARTICLE 22  
UNION SECURITY, UNION RIGHTS**

**Section 1. Maintenance of Check Off**

Upon confirmation by the Union that an employee covered by this agreement has authorized checkoff of dues, assessments, or fees, the Employer shall deduct such dues, assessments, and fees from wages owed to that employee, unless the authorization is revoked by the employee in accordance with the terms set forth on the employee's checkoff authorization. Employees may express such authorizations by any means of indicating agreement allowable under state and federal law. To the extent permitted by law, authorized deductions shall be irrevocable, regardless of the employee's membership status, except in accordance with the terms under which an employee voluntarily authorized said deductions. Dues, assessment, and fee revocations are processed by the Union. In the event that an employee revokes their checkoff

authorization in accordance with the terms in which they authorized the deductions, the Union will notify the employer after the close of the revocation period. Where an employee properly revokes dues, assessments, or fees authorization pursuant to this section, the employee shall still, as a condition of employment, be required to pay fair share or agency fees to the Union, to the extent permitted by law and this Agreement.

The Union will submit to the Employer a list of employees who have authorized checkoff and shall provide the Employer with verification that checkoff of dues, assessments, or fees have been authorized by the employee only in the event a question arises about an employee's membership status.

### **Section 2. COPE**

The Employer agrees to deduct from the pay of those members who individually request it voluntary contributions of the SEIU COPE Fund. The Union shall notify the Employer of the per pay period amount that is to be deducted. Such amounts shall be remitted to the Union every pay period.

### **Section 3. Recognition of Web-Based and Electronically Recorded Sign-Ups**

The Union will provide to the Employer verification that dues deductions have been authorized by the employee. Employees may express such authorization by submitting to the Union a written membership application form, through electronically recorded telephone calls, by submitting to the Union an online deduction form authorization, or by any other means of indicating agreement allowable under state and federal law.

The parties acknowledge and agree that the term "written authorization" and any similar terms used in this Agreement includes authorizations created and maintained by use of electronic records and electronic signatures consistent with state and federal law. The Union, therefore, may use electronic records to verify Union membership, authorization for voluntary deduction of Union dues and fees from wages or payments for remittance to the Union, and authorization for voluntary deductions from wages or payments for remittance to COPE Funds, subject to the requirements of state and federal law. The Employer shall accept confirmations from the Union that the Union possesses electronic records of such membership and give full force and effect to such authorizations as "written authorization" for purposes of this Agreement.

### **Section 4. Orientation**

The employees' understanding of the CBA and the role of the Union in the employment setting are inherently important to the employment relationship. Once a month on the 15<sup>th</sup> or next work day after the 15<sup>th</sup>, the District will have all new hires from the previous month meet with union representation. Such monthly meetings will be set for a time that meets both the union representative and the new hire's work schedule for that day. Employees designated by the Union to assist with this orientation shall be allowed to do so with pay. The District shall provide to the Union a list of all employees attending the orientation at least a day in advance of the meeting.

### **Section 5. Indemnification**

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

**Section 6. Worker Rights**

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

**Section 7. Union Leave**

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

**Section 8. Access to Premises by Union Representatives**

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

**Section 9. Union Activity During Working Hours**

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

**Section 10. Stewards**

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

**ARTICLE 23  
LEAVE**

**Section 1. Jury Duty**

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

**Section 2. Dock Days**

Dock days are for use following the exhaustion of appropriate and available PTO/BPTO days. Dock days require pre-approval by the District and are for emergency and non-optional purposes only.

**ARTICLE 24  
NO STRIKE - NO LOCK OUT**

**Section 1. No Strike**

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

**Section 2. No Lock Out**

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

**ARTICLE 25  
JOB SECURITY**

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

**ARTICLE 26  
AMENDMENTS AND SAVINGS CLAUSE**

**Section 1. Amendments**

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

**Section 2. Savings Clause**

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

**ARTICLE 27  
DURATION AND TERMINATION**

This Agreement shall be in effect from the date of execution hereof, July 1, 2022 and until June 30, 2025.

**ARTICLE 28  
NOTIFICATION**

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

**APPENDIX A**

**4% increases each year for 3 years.**

<b>Position</b>	<b>2021-2022 Current</b>	<b>2022-2023</b>	<b>2023-2024</b>	<b>2024-2025</b>
Central Kitchen Manager	\$22.00	\$22.88	\$23.80	\$24.75
Satellite Kitchen Supervisor	\$17.50	\$18.72	\$19.47	\$20.25
Cook	\$17.00	\$17.68	\$18.39	\$19.12
GHS CG/Kitchen Assistant (6.5 hrs.)	\$15.50	\$16.12	\$16.76	\$17.44
GHS Kitchen Assistant (5.5 hrs.)	\$15.50	\$16.12	\$16.76	\$17.44
GHS Kitchen Assistant (4 hrs.)	\$15.00	\$15.60	\$16.22	\$16.87
Satellite Kitchen Assistant	\$15.00	\$15.60	\$16.22	\$16.87
Dishwasher	\$15.00	\$15.60	\$16.22	\$16.87



**Longevity Bonus**

After the completion of an employee's 5<sup>th</sup>, 10<sup>th</sup>, 15<sup>th</sup>, 20<sup>th</sup>, 25<sup>th</sup>, and 30<sup>th</sup> years of service, a service bonus will be paid per the schedule below. Bonuses are paid in the second pay period in November in the succeeding school year.

<b>After Year</b>	<b>Longevity Bonus</b>
5	\$100
10	\$200
15	\$300
20	\$400
25	\$500
30	\$600

**One-Time Longevity Bonus**

Upon ratification of this contract employees who have met the below milestones will receive a longevity bonus as outlined below on their August 30, 2022 paycheck.


- Completion of 6-10 years of service at the end of 2021-2022 \$100
- Completion of 11-15 years of service at the end of 2021-2022 \$200
- Completion of 16-20 years of service at the end of 2021-2022 \$300
- Completion of 21-25 years of service at the end of 2021-2022 \$400
- Completion of 26-29 years of service at the end of 2021-2022 \$500


**Perfect Attendance Incentive**

Employees who work the full school year and do not miss any days of work will receive a \$250 attendance bonus on their last check of the school year.

**APPROVED BY:**

Local 73 of Service Employees International Union, CTW-CLC

  
\_\_\_\_\_  
President

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

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

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


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

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

**ADOPTED BY:**

Members of the Board of Education School District #205

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

DATE: 7/6/22