

**AGREEMENT**

**BETWEEN**

**QUEST FOOD SERVICES**

**AT**

**RIVERSIDE/BROOKFIELD CAFETERIA 160  
RIDGEWOOD ROAD RIVERSIDE, IL 60646**

**AND**

**LOCAL 73**

**SERVICE EMPLOYEES INTERNATIONAL UNION**

**EFFECTIVE DATES:**

**FROM: JULY 1, 2020**

**TO: JUNE 30, 2023**

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## **AGREEMENT**

This Agreement made and entered into by and between Quest Food Management Services, Inc. for its food service operations at Riverside/Brookfield High School, 160 Ridgewood Road, Riverside, IL 60546 (hereinafter called the "Employer" or the "Company") and Local 73, Service Employees International Union, 300 N. Ashland Ave, Suite 400, Chicago, IL 60607, (hereinafter called the "Union.")

## **WITNESSETH**

The Employer, Employees, and Union have a common interest in the industry. Therefore, a working system and a harmonious relationship are necessary between the employer, employee 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 agree as follows:

### **ARTICLE 1 - RECOGNITION**

Section 1.1 - The Employer agrees to recognize the Union as the sole bargaining agency for all eligible employees of the Employer, working at Riverside/Brookfield High School, Riverside, IL 60546. The term "employees" as used herein shall include all regular cafeteria employees excluding managers, office, confidential and clerical employees, professional employees, Temporary/Substitute employees, student employees, guards and all supervisory employees with authority hire, promote, discharge, discipline or otherwise effect changes in the status of employees or effectively recommend such action.

### **ARTICLE 2 - UNION SHOP**

Section 2.1 - As a condition of employment all new employees covered by this agreement on the sixtieth (60th) day following the effective date of this Agreement or their date of employment, whichever is later, become and remain members of the Union in good standing the extent of paying membership dues and initiation fees for the duration for this Agreement.

Section 2.2 - Three (3) days after receipt of written notice, via registered mail, from the Union, the Employer will discharge any employee not in good standing as required in Section 1.

Section 2.3 - There shall be no discrimination against any employee because of age, sex, creed, national origin, disability, sexual orientation, veteran, or marital status.

### **ARTICLE 3 - CHECKOFF**

Section 3.1 - The Employer agrees to a check-off or assignment of Union dues and initiation fees providing the employees individually authorize the Employer in writing to make such deductions. The Union shall supply the necessary forms.

Section 3.2 - Upon receipt of a lawfully executed, written authorization from an employee, the Employer shall, during the term of this Agreement or until such authority is revoked employee in writing, deduct voluntary employee contributions to the S.E.LU. Committee Political Education (COPE), managed and operated by the Union, in the amounts designated the employee. Such deduction or deductions shall be made in twenty-two (22) equal installments and shall be remitted by the Employer to the union official designated by the Union in writing to receive the

funds. Employees who are hired after the first pay period of the fiscal year will have the deduction prorated for the remainder of the year. The S.E.I.U. Committee on Political Education (COPE) shall refund to the Employer or to the employee any contributions which may be deducted erroneously or any monies which may be remitted erroneously.

### Section 3.3

- a. All bargaining unit employees shall pay as a condition of their employment a fair share fee to the Union for collective bargaining and contract administration services rendered by the Union as the exclusive representative of the employees covered by this Agreement, provided that the fair share fee shall not exceed the dues attributable to being a member of the Union. Such fair share fees shall be deducted by the Employer from the earnings of non-members within ninety (90) calendar days from the employee's date of hire or within thirty (30) days of the signing of this Agreement for employees on the payroll as of the effective date of this Agreement and remitted to the Union in the same manner and intervals as Union dues are deducted. The amount of the fair share shall not include any contributions related to election of or support of any candidate for political office.
- b. The Union agrees to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in *Chicago Teachers Union v. Hudson*, 106 U.S. 1066 (1986), with respect to the constitutional rights of fair share fee payers. It is specifically agreed that any dispute concerning the amount of the fair share fee and/or responsibilities of the Union with respect to fair share fee payers as set forth above shall not be subject to the grievance and arbitration procedure set forth in this Agreement.
- c. Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the affected non-member and the Union are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the National Labor Relations Board and the payment shall be made to say organization by the Union.

Section 3.4 - The Union shall indemnify and hold harmless the Employer, its officers, administrators, agents, and employees from and against all claims, demands, actions, complaints, suits, judgments, or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Employer for purpose of complying with the provisions of Articles 2 and 3, or in reliance on any written check-off authorization furnished under any of such provisions.

Section 3.5 - The Employer agrees to provide electronically to the Union on a monthly basis a complete list of all bargaining unit members.

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

Section 4.1 - The management of the business of the Employer and the directing of its personnel, is the prerogative of the Employers' management and includes, but is not limited to, the right to hire, schedule hours of work, promote, demote, assign duties, transfer or relieve Employees from duty because of lack of work or other legitimate reasons, discharge and discipline for just cause, and establish reasonable rules and regulations. The Employer shall be the exclusive judge for all matters pertaining to the operation of its business and methods, processes, means and materials to be used.

Section 4.2 - It is expressly understood, and the Union agrees, that the Employer reserves and retains, solely and exclusively, all of its inherent and customary rights, powers, authority, prerogatives and functions to manage and administer the Employer's operations and services in all respects, some of which rights are referred to by way of illustration in this Article, and the Employer's judgment and determination in these respects shall not be subject to challenge unless exercised in direct contradiction to another provision of this Agreement. These rights in Article 4, like other terms and conditions of employment, are intended to survive the expiration of the Agreement. The Employer shall not exercise any right in violation of any express provision contained in this Agreement.

#### **ARTICLE 5 - UNION REPRESENTATIVES AND NOTICES**

Section 5.1 - The Union Representative of the Union or its designee shall be admitted to the cafeteria premises for the purpose of investigating grievances or transacting Union business. The Union Representative to contact the Food Service Director the day before the meeting. In the application of this section, the parties will cooperate to prevent interference with efficient operations. The Union Representative to meet with employees before or after their shift or scheduled breaks.

Section 5.2 - A bulletin board shall be furnished by the Employer for the purpose of posting official Union business for the employees. All such items must be signed by the authorized Union representative and must be furnished to the Employer for approval for posting.

Section 5.3 - The Union and Management shall meet from time to time, as requested by either party, to discuss problems and/or concerns regarding the employees and the bargaining unit. These Labor/Management meetings shall be for non-grievance related topics or issues, and shall serve as a conduit for solving problems and issues. The party that requests such a meeting shall present an agenda of items to be discussed prior to the meeting. Labor/Management meetings shall be scheduled within two (2) weeks of the request made by the other party.

Section 5.4 - The steward shall be provided at fifteen (15) minute period on the clock to meet with any new employee(s) to orient them to the Union and the collective bargaining agreement within thirty (30) days of start date.

#### **ARTICLE 6 - SENIORITY**

Section 6.1 - Seniority is hereby defined as length of service in years and months, dating from the last date of hire in the food services of the Company at Riverside/Brookfield. Seniority shall apply on a classification basis.

Section 6.2 - New employees shall be considered as probationary employees until they have been in the employ of the Employer for ninety (90) 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. It shall be solely within the discretion of the Employer to decide whether or not a probationary employee is to be retained, and grievances may not be presented in connection with the discharge or lay-off of probationary employees.

Section 6.3 - In the event of transfer and promotion within the bargaining unit, the factors of seniority and qualifications to do the work will be considered, and seniority will be the determining factor where the employee is qualified to perform the work available.

Section 6.4 - Seniority shall continue and not be broken when an employee cannot work due to a non-work related illness or accident for a period of not more than ninety (90) calendar days.

Section 6.5 - Seniority shall be lost for the following reasons:

- a. Quitting voluntarily,
- b. Discharge for just cause,
- c. Absent for two (2) consecutive days without notifying the Employer 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 twelve (12) months,
- f. Exceeding a leave of absence,
- g. Engaging in gainful employment during a leave of absence.

Section 6.6 - Job Posting and Bidding - When vacancies occur or new positions are created, they shall be posted for three (3) working days so that all employees are aware of the opening.

If an internal employee is selected, the job shall be filled within five (5) working days. If two (2) or more employees are qualified, seniority will prevail. There will be a trial period of twenty (20) working days. If the employee, at the end of this time frame, cannot successfully perform to the standards required, the employee will be returned to their former position.

Section 6.7 - Reduction in Force Seniority Application - Whenever it becomes necessary to lay off employees, the least senior employee in the job classification affected will be laid off first. In the case of a layoff, probationary and substitute or temporary employees shall be laid off before any employees who have established seniority are affected unless there is no employee with seniority who is qualified to do the work with reasonable orientation.

It is agreed that because of special training or skill or other reasons necessitated by sound business requirements, it may be necessary to retain some employees regardless of length of service. The parties hereto recognize that in the application of seniority rights, the necessity for such exceptions may arise. It is agreed that under such circumstances proposals for exceptions shall receive the consent of the parties hereto.

When layoffs become necessary, an affected employee with the least amount of seniority within a classification shall have the right to displace an employee in any other equal or lower rated classification having less seniority, subject only to their ability to perform that work with

reasonable orientation. An employee who displaces a less senior employee in a lower classification shall receive the rate of the classification to which they bumped.

Section 6.8 - Reduction in Force Notice and Recall - The Company shall make every effort to give employees at least two (2) weeks' notice, if possible, prior to a layoff of five (5) or more working days, except in cases of emergency situations. Employees shall be returned to work in the reverse order in which they were laid off, subject only to their ability to perform the available work with reasonable orientation. No new employee shall be hired to perform work within the classification covered by this Agreement until all laid off employees who have the ability to perform the available work have been recalled to work and have either returned to work or refused to accept work which is available.

Employees who are laid off shall be placed on a recall list for a period of twelve (12) months from the beginning of the following school term after the layoff. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of layoff.

Employees who are eligible for recall shall be given five (5) work days' notice of recall. The employee must notify the Company of his or her intention to return within five (5) work days after receipt of mailing of the recall notice. The Company shall be deemed to have fulfilled its obligation by mailing the recall notice by email, text, or priority delivery to the last known address provided to the Company by the employee.

#### **ARTICLE 7 - LEAVES OF ABSENCE**

Section 7.1 - Personal Leave - Leave of absence for personal reasons, not to exceed thirty (30) calendar days, may be granted to an employee with seniority at the discretion of the Employer. During the leave, seniority will accumulate. Leave must be in writing. Any employee who works in any other position while absent from work on a leave of absence, or fails to return to work upon the expiration of a leave of absence shall be considered to have quit voluntarily.

Section 7.2 - Family Medical Leave Act - The parties agree to abide with all applicable Family and Medical Leave legislation.

Section 7.3 - Employees assigned to Jury Duty shall receive the difference between their regular pay and jury pay for time served for jury duty. Proof of service may be required by Employer.

Section 7.4 - Leave for Union Business - Employees may take an unpaid leave of absence for up to one month without loss of seniority and benefits. Only one (1) employee will be released at time.

Section 7.5 - Sick Leave - All employees who complete their probationary period shall receive two (2) sick days per school year and shall be taken only in the event of personal or family illness (family shall be defined as "family" in Section 12 - Bereavement Leave). Unused sick days shall be paid out on the last paycheck of the school year. Employees hired from July 1-October 31 shall receive two (2) sick days in their first school year, and two (2) sick days per school year thereafter. Employees hired from November 1-February 28 (29 in leap years) shall receive one (1) sick day in their first school year, and two (2) sick days per school year thereafter. Employees hired after March 1 shall not receive sick days in their first school year, and two (2) sick days per school year thereafter.

Employees are required to provide two (2) hours' notice of their intended absence for sick leave via phone or text directly to their supervisor to be eligible to be paid for a sick day.

For the period from July 1, 2020 to June 20, 2021 only, increase available sick days from two (2) to three (3).

#### **ARTICLE 8 - DISCIPLINE AND DISCHARGE / JUST CAUSE**

Section 8.1 - The Employer agrees that discipline shall be for just cause only. A grievance concerning disciplinary action may be filed as outlined in Article 17, Section 2.

The Employer will take any discipline action promptly after learning of the circumstances on which the discipline is based. In general, the Employer will endeavor to take any such disciplinary action within seven (7) business days after learning of the circumstances on which the discipline is based, unless there exists a justifiable business reason for a reasonable extension of this period. The Employer will give its reasons for such discipline and/or discharge to the employee and the Union Steward within seven (7) calendar days of such disciplinary action.

Section 8.2 - Discipline and Discharge - The parties recognize the principles of progressive and corrective discipline. Disciplinary action or measure may include the following:

- [a] Oral reprimand
- [b] Written reprimand
- [c] Suspension {notice to be given in writing}
- [d] Discharge

Disciplinary action may be imposed upon a Non-Probationary Employee only for just cause. For purposes of this Agreement, a Probationary Employee is an Employee who has not completed ninety (90) calendar days of service in the School District. Probationary Employees may be disciplined or discharged at will.

The Company agrees to use progressive and corrective disciplinary action however this does not does not prohibit Quest in any case from imposing discipline which is more or less severe than set forth above if the infraction merits such discipline.

Section 8.3 - The progressive disciplinary steps described in Section 8.2 will not be applied, and employees will be subject to suspension or summary discharge in cases of serious misconduct, such as gross insubordination; fraud, theft, or misappropriation of Company or client funds or property; punching in or out for another employee or any other falsification of records; vandalism; use, possession, sale, distribution, or being under the influence while at work of alcoholic beverages or illegal drugs or other controlled substances; possession of firearms or illegal weapons at the work place or while on duty; engaging in, abetting, or threatening violence, physical harm, or abuse of fellow employees, management, or customers; or other conduct of a similar nature, seriousness, or culpability. For issues not listed above, nothing shall prohibit management from repeating steps or skipping steps based on the severity.

Section 8.4 - In any disciplinary proceeding, the Employer may not consider and/or utilize any material adverse to the employee that occurred more than twelve (12) months prior to the current



disciplinary action, provided no other disciplinary action has been taken against the individual within those twelve (12) months.

Section 8.5 - An employee shall be permitted to have a Shop Steward and/or Union Representative at any meeting with the Employer, or its agents, which meeting is for the purpose of investigating alleged misconduct by the employee that might be the basis for, or which may result in, discharge, suspension or other disciplinary action with respect to the employee. If the employee indicates that he/she wishes a steward to be present, and one is not available, the investigatory meeting shall be temporarily postponed unless it is suspension or suspension with intent to discharge. In such cases, another bargaining unit person of the employee's choosing shall be asked to sit in as a witness. If it is not a suspension or suspension with intent to discharge, the investigation shall be delayed until the employee's next shift.

Section 8.6 - Copies will be provided of all disciplinary actions and signing of the discipline does not admit to guilt, only receipt.

#### **ARTICLE 9 - MEALS AND BREAKS**

Employees shall be scheduled to eat their meals in order not to interfere with the main business of the Employer which is the preparation and serving of food. Meals are to be provided without cost to the employees. Employees scheduled to work a shift of 7.5 or more hours shall receive one paid 30-minute meal break. The paid meal period shall not exceed thirty (30) minutes. Employees working four and one-half (4 1/2) or more hours per day shall receive one (1) paid break totaling fifteen (15) minutes. The Company agrees to a Five (5) dollar daily limit on lunch for any child of the food service staff.

#### **ARTICLE 10 - VACATIONS**

Section 10.2 - Vacations shall be granted in accordance with the following:

##### **Continuous Service through**

##### **Employee's Anniversary Date**

##### **Earned Vacation**

1 year

1 week

2 years

2 weeks

10 years

3 weeks

15 years

4 weeks

Section 10.2 - Scheduling - The vacation period for the scheduling of employees' vacations shall normally be from June 5th through August 10th or during Winter or Spring break. The vacations shall be scheduled by the Manager so as not to interfere with the orderly and efficient operation of the cafeteria. Vacation scheduling will be done on a seniority basis. Employees may elect to use a vacation day or days during winter and spring break, as well as on any other day during the school year when lunch is not served (i.e. in-service, early dismissal, school holiday, snow days).

For the period from July 1, 2020 to June 30, 2021 only, in response to the Covid-19 pandemic, Employees may use up to two (2) weeks' available vacation days if they provide two hours' notice before the start of their shift to their supervisor by phone call or text.

Section 10.3 - Vacation Pay - Employees shall be paid at their current regular hourly rate for their average regular weekly hours in effect at the time of their vacation. The calculation of hourly rate shall not include overtime rates, shift premiums, or other premiums. Time out up to thirty (30) days for a sickness shall not be counted as time lost when computing an employee's vacation pay. Vacation pay shall be paid to the employees before they take their vacation. If for any reason an employee has vacation time at the end of the school year than that time shall be paid to them on the last check of the year.

Section 10.4 - Client Shutdown - If the Client, Riverside/Brookfield, in which the Employer operates the food facilities, closes down in part or in total for a vacation period or other reason, for example Christmas and Spring break, the Employer may shut down the food facilities to the extent required for the shutdown period and the employees must take their earned vacation at that time.

Section 10.5 - Working on Vacation - It is understood that all employees shall take vacation time off. Where unusual circumstances warrant, the Employer, by mutual agreement with the employee concerned, may pay vacation pay without requiring the time be taken off.

#### **ARTICLE 11 - HOLIDAYS**

Section 11.1 - 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 work day prior to the holiday and their regularly scheduled hours on their next scheduled work day after the holiday.

Section 11.2 - Employees shall receive seven (7) paid holidays from recognized school holiday listed on the school year calendar

The holiday shall be days selected by the Employee. They need not be the same days for all employees. The holidays for each school year will be posted by September 15th of each school year.

Section 11.3 - Holiday Pay - Eligible employees shall be paid at their regular straight time hourly rate for their regularly daily hours at the time of the holiday.

Section 11.4 - 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 11.5 - Holiday During Vacation - Eligible employees who are on vacation on one of the listed holidays will be paid for the holiday in addition to their regular vacation pay.

#### **ARTICLE 12 - BEREAVEMENT**

Employees who have completed the probationary period who are required to be absent because of the death of their spouse, children, mother, father, sister, brother, biological aunt and uncle, grandparents, grandchildren, current father in law, current mother-in-law, current son-in-law, current daughter-in-law, current brother-in-law, current sister-in-law, and any legal guardian, wards or foster children of the employee at the time of death, shall be allowed pay at their

regular straight time hourly rate for their regularly scheduled hours for time lost not to exceed three (3) working days. The employee shall obtain and furnish proof of attendance at such funeral or memorial upon request of the Company. Such time off is granted for the purpose of making necessary arrangements and attending the funeral/memorial service.

If a service is at least two hundred fifty (250) or more miles away from the employee's residence, that employee shall be granted additional time off in accordance with Article 7.1 (Personal Leave) or Article 10 (Vacation). The employee will notify management of this request with the initial bereavement leave request.

### **ARTICLE 13 - WORK WEEK**

Section 13.1 - The normal work week shall be five (5) consecutive days, Monday through Friday, of eight (8) hours each except where variations are required in accordance with the needs of the Company. This shall not be construed as a guarantee of work hours or work days.

Section 13.2 - Employees reporting for work at his/her scheduled starting time without previous instructions from the Company 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 an employee is scheduled to work less than four (4) hours then the reporting pay shall be equivalent to the number of hours the employee is regularly scheduled to work.

Section 13.3 - 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 pay. 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 13.4 - Overtime at the rate of time and one-half the employee's respective regular hourly rate of pay shall be paid for: a. All work performed in excess of forty (40) hours in any one (1) work week.

Section 13.5 - Nothing in this Agreement shall be construed to prevent the Employer from requiring employees covered by this Agreement to work overtime in any work day or work week.

Section 13.6 - The Company agrees to compensate the employee assigned to prepare special lunch junctions as directed by the Food Service Manager with straight time wages in the amount of hours worked in addition to their regular wages. Whenever possible, employees shall be given three (3) working days' notice for extra work assignments which may be available.

Section 13.7 - Any opportunity to work extra hours will be offered to the employees on a rotating seniority basis, beginning with the most senior qualified person in that classification. The rotational list shall be posted. If no employee volunteers to work the overtime, the Company may assign the overtime work to the least senior qualified employee in the classification.

Section 13.8 - Employees may, occasionally, upon special need, leave up to thirty (30) minutes earlier than their scheduled time and receive full compensation, providing that they did not take a lunch period for that shift. Prior approval must be obtained from the employee's supervisor and is at management's discretion.

Section 13.9 - Employees called into or back to work shall be guaranteed at least three (3) hours of work or pay in lieu of work at the applicable straight time rate of pay

#### **ARTICLE 14 - GENERAL PROVISIONS**

Section 14.1 - 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.

Section 14.2 - 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. The employee will then perform the work the classification involves. The Employer and the Union recognize the necessity for this procedure to efficiently provide the institutional feeding and services required.

Section 14.3 - Employees shall be responsible for their personal cleanliness and for the cleanliness of the work station to which they are assigned. Failure of the employees to maintain such cleanliness shall be cause for disciplinary action including discharge.

Section 14.4 - Prior to the end of the school year all members will be provided with a school calendar for the next year and a date for the beginning meeting as tang as Quest has been one from the School District.

Section 14.5 - The Company agrees to pay for the cost of training any member of the cooking staff wishing to receive a Sanitation License by the State of Illinois. The cost of the license will remain the responsibility of the employee, and the time incurred for the training will be the responsibility of the employee.

Section 14.6 - Temporary/Substitute Employees - Temporary/Substitute employees means all personnel hired as determined by the Employer normally to work when a bargaining unit employee is absent due to a medical or personal leave of absence for no more than sixty (60) days. Temporary/Substitute employees shall not be hired for the purpose of reducing the number of hours normally worked or for the purpose of reducing overtime hours of the employees covered by this Agreement.

Before using Temporary/Substitute employees to meet temporary work needs, the Employer shall first offer the work to current employees in order of seniority and qualified to perform the work.

Section 14.7 - Pay Checks - Upon request, Employees will be provided with a copy of their paycheck stub.

Section 14.8 - Non Discrimination - The Employer and the Union agree that neither of them will discriminate against or harass any employees because of the employee's race, color, religion, sex, sexual orientation, age, national origin, disability, veteran status or any other personal characteristic that is protected by applicable law. The Employer and the Union also agree that

neither of them will retaliate against any employees who complain of discrimination or harassment or who participate in an investigation regarding discrimination or harassment.

The Employer and the Union agree that each bargaining unit member is also obligated not to discriminate, harass, or retaliate on the basis of any of the protected characteristics or activities described above, against any other employee or anyone with whom the employee has contact on the Employer's and/or client's premises or during the course of the employee's work.

Section 14.9 - Gender - The use of pronouns "he" or "she" and suffixes "men" or "women" shall not be interpreted to refer to members of only one sex, but shall apply to members of either sex.

Section 14.10 - Americans with Disabilities Act - This Agreement shall be interpreted to permit the reasonable accommodation of disabled persons as required by state and/or federal law, including the Americans with Disabilities act (ADA). In the event that a proposed accommodation would conflict with any provisions of this Agreement, the parties agree that any accommodation made by the Employer with respect to work schedule, job duties or any other term or condition of employment shall not in any way become applicable to any other individual, classification or group of employees, but shall apply only to the person or persons accommodated in the particular situation. The fact that such person or persons was accommodated, and the manner and method of such accommodation, shall be without precedent and, therefore, may not be used or relied upon by any other person for any purpose at any time.

Section 14.11 - Ethnic Diversity and Cultural Issues - The parties recognize the importance of creating an inclusive workplace where employees of diverse backgrounds can work and communicate effectively,

#### **ARTICLE 15 - SHOP STEWARDS**

One (1) Shop Steward will be recognized by the Employer as acting for and on behalf of the employees represented. The Shop Steward shall take up all minor grievances with the Employer and attempt to adjust them, if the Shop Steward and the Employer cannot reach a settlement of a grievance, then the matter shall be referred to the Union for discussion and solution by the Employer and he Union. The Union shall identify the Shop Steward so that he Employer may recognize said Shop Steward.

#### **ARTICLE 16 - STRIKES AND LOCKOUTS**

During the life of his Agreement, neither the Union, nor any employees individually or collectively, shall authorize or take part in any unauthorized strike or other interruption of work or any impeding of production. It is expressly recognized, and the Union agrees, that the scope of activity prohibited in this paragraph is intended to include, but not limited to, such activities as sympathy strikes, informational picketing, hand-billing, bannering, unfair labor practice strikes and/or a refusal of an employee or employees to cross any type of picket line for any reason whatsoever. Any employee who violates the provisions of his Article may be discharged from the employ of the Employer. The Union agrees that it will not oppose discharge or discipline of anyone who instructs, leads, or induces another employee to take part in any unauthorized strike or work stoppage. The Employer agrees that there shall be no lockouts or interference in the terms and provisions of his Agreement.

## **ARTICLE 17 - GRIEVANCE PROCEDURE AND ARBITRATION**

Section 17.1 - During the life of this Agreement there shall be no strikes, boycotts, lockouts, or other actions as prohibited by Article 16 due to a misinterpretation of the phraseology of this Agreement. All other grievances and disputes that fail to become adjusted by the Employer and the Union within thirty (30) work days may be submitted to arbitration at the election of either party.

Section 17.2 - A grievance under his agreement is a written dispute, claim, or complaint under and during the term of this Agreement and filed by either an authorized representation of, or an employee in, the bargaining unit.

Grievances are limited to matters of interpretation or application of express provisions of this Agreement. The parties recognizing that an orderly Grievance Procedure is necessary and agree that each Step, including time limits, must be adhered to as set forth in his Agreement or the grievance is forfeited. Should there be no response from the Employer within the specified time limits, the grievance is moved to the next step. By mutual agreement the time limits may be extended or shortened to facilitate processing the grievance.

### Section 17.3

Step 1 - A complaint will first be discussed between the Food Service Manager and the impacted employee either within seven (7) working days of when the incident or event occurs or when the impacted employee first becomes aware of the incident or event giving rise to the grievance. A union representative may be requested. If no satisfactory answer or disposition is received within (1) working day, the complaint shall be processed as follows:

Step 2 - Failing to resolve the grievance in the first Step, the Union Representative and grievant shall within five (5) working days of receipt of the supervisors disposition, meet and discuss in an attempt to resolve the grievance with the Area District Manager or his/her designated representative.

The Area District Manager or his/her designated representative shall within 10 (ten) working days of receipt of the grievance, give a written answer to the Union. If the grievance has not been satisfactorily settled or adjusted the grievance will be moved to Step 3.

Step 3 - Failing to resolve the grievance at Step 2, the Union shall within five (5) working days of the Area District Manager's written response, contact the Vice President for the Company to arrange a meeting between the Union and Company to discuss and attempt to resolve the grievance. This meeting shall be at a mutually agreeable time or in the event of a scheduling conflict, a conference call may be held. This meeting shall be held within ten (10) working days unless a longer time is mutually agreed upon.

Step 4 - Failing to resolve the grievance at Step 3, either party may request arbitration of an unsettled grievance, the party desiring arbitration must notify the other party in writing of such desire within ten (10) working days after receiving the written response to Step 3,

or a longer period as mutually agreed upon by both parties. Either party requesting arbitration must submit a request to Federal Mediation and Conciliation Services.

The Arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement. The decision of the arbitrator shall be binding upon the parties. The Company agrees that the decision will apply to all substantially similar situations of the decision of an arbitrator sustaining a grievance and the Union agrees it will not bring or continue and that it will not represent any employee on any grievance which is substantially similar to a grievance denied by the decision of an Arbitrator. Arbitrator's fees will be shared equally by the parties to the dispute.

#### **ARTICLE 18 - 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 Employer or the Union has the right to renegotiate that section of the Agreement in order to conform to the law. No other sections of this Agreement shall be affected during the course of renegotiations.

#### **ARTICLE 19 - WAGES**

Section 19.1 - The Employer agrees that during the life of this Agreement, the following rates will be maintained for all employees presently on the payroll or hired in the future.

Section 19.2 - In the event the Employer requires any additional classifications of employees not set forth in this Agreement, it is agreed that the rate for such classifications shall be set by mutual consent between the Employer and the Union.

#### **Section 19.3 - Schedule of Hourly Rates and Classifications**

The Start Rate shall be as follows:

Classification	Effective 7/1/20	Effective 7/1/21	Effective 7/1/22
FSW I	\$12.00	\$12.50	\$13.00
FSW II	\$12.25	\$12.75	\$13.25
FSW III	\$13.25	\$13.75	\$14.25
Cashier I	\$12.00	\$12.50	\$13.00
Cashier II	\$12.25	\$12.75	\$13.25
Cashier III	\$13.25	\$13.75	\$14.25
Cook I	\$12.50	\$13.00	\$13.50
Cook II	\$13.25	\$13.75	\$14.25
Cook III	\$14.25	\$14.75	\$15.25

General Wage Increase – Employees who are at or above the Start Rates shall receive the following General Wage Increase:

Effective 7/1/20	\$ 0.40 per hour
Effective 7/1/21	\$ 0.45 per hour

Effective 7/1/22

\$ 0.45 per hour

Job descriptions will be developed for each Job Classification listed above.

#### **ARTICLE 20 - UNIFORMS**

Section 20.1 - The Employer shall supply all regularly scheduled employees with the required uniforms, which will be replaced one-for-one on an as-needed basis. The employees must wear other clothing and footwear as determined by the Employer.

Section 20.2 - If the Employer provides uniforms, then employees will be required to launder and maintain the uniforms.

Section 20.3 - If an employee destroys, damages, or loses their uniform, the employee will be responsible for the cost of replacement.

Section 20.4 - Employees must wear the uniform as directed by the Employer.

Section 20.5 - The Employer will provide Employees with the following uniforms.

Section 20.6 - The Employer will provide an allowance of \$75.00 per school year, to be paid on the first paycheck of the fall semester for existing employees, for the purchase of safety shoes and black pants. New employees will receive the allowance after they've completed their probationary period. Safety shoes shall be purchased through one of the Employer's approved shoe vendors. In the event an employee elects not to purchase shoes through one of the Employer's shoe vendors, crew guards shall be purchased for the employees and must be worn over their shoes as part of the required uniform.

#### **ARTICLE 21 - INSURANCE**

Section 21.1 - Employees (only) working thirty (30) or more hours per week on a regular basis shall be allowed to participate in the employer's health as maintained or changed for all Quest Food Management hourly employees. Participation is subject to the policies, costs, rules, and regulations of the plan, which may be changed from time to time by the plan administrators. New employees must work for the company for ninety (90) days and successfully pass probation in order to participate in the Insurance program. The Employer will pay its premium contribution share as it maintains coverage for all active employees, to include those on summer break.

Section 21.2 - Regular full-time and regular part-time employees who have completed their probationary period will be provided with a group term life insurance policy of ten thousand dollars (\$10,000.00).

Section 21.3 - The Employer shall ensure that Affordable Care Act guidelines are met and at least one health insurance plan will be offered that meets ACA affordability and coverage guidelines.

Section 21.4 - The Employer shall make available to regular full-time employees those additional welfare benefits it makes available or changes for its hourly employees such as life insurance, accidental death and dismemberment, dental, and vision.



**ARTICLE 22 - UNION BUTTONS**

Employees shall be permitted to wear their union buttons to work. There shall be no discrimination against any employee because of union activity or for holding the position Steward, committee member or other official post of the Union.

**ARTICLE 23 - SUCCESSOR NOTICE**

In the event the Employer is replaced by a different contractor/vendor, the Employer shall promptly notify the Union of the change including the effective date and the Employer shall be relieved of its obligations under this Agreement as of the effective date.

**ARTICLE 24 - TERM OF AGREEMENT**

This Agreement shall remain in full force and effect from July 1, 2020 until June 30, 2023. Thereafter, this Agreement shall continue in effect from year to year unless either party notified 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 modifications or amendments.

FOR QUEST FOOD SERVICES:

Nicholas Saccaro  
\_\_\_\_\_  
President

2/9/2021  
\_\_\_\_\_  
DATE

FOR THE SEIU LOCAL 73:

[Signature]  
\_\_\_\_\_  
TRUSTEE

2/9/2021  
\_\_\_\_\_  
DATE

[Signature]  
\_\_\_\_\_  
UNION REPRESENTATIVE

\_\_\_\_\_  
UNION STEWARD

\_\_\_\_\_  
UNION STEWARD