July 1, 2026 - June 30, 2030

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

EVANSTON TOWNSHIP HIGH SCHOOL
BOARD OF EDUCATION

AND

EVANSTON TOWNSHIP HIGH SCHOOL - NUTRITION SERVICES DEPARTMENT
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL #73

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AGREEMENT

This Agreement is entered into this 8th day June, 2026 A.D., by and between the Evanston Township High School District #202 Board of Education, hereinafter called the "School District," and the Service Employees International Union Local No. 73, hereinafter called the "Union." The parties agree as follows:

RECOGNITION

The School District recognizes the Union as the sole and exclusive bargaining representative for all full-time and regular part-time Nutrition Service employees, excluding the Director of Nutrition Service, the Nutrition Service Assistant, all managerial, supervisory and confidential employees, as defined by the ACT, and all other employees of the employer.

UNION SECURITY

The School District agrees that it will not discriminate against any employee because of his or her affiliation with the Union, nor will the School District in any way discourage any employee from joining the Union. The School District further agrees to inform all new employees that Local No. 73, of the Service Employees International Union, is the exclusive representative of all employees in the unit, and that all matters of grievance and other conditions of employment must be handled through the regular procedure set in this Agreement. The School District also agrees to introduce each new employee to his or her Union Steward.

A. CHECK-OFF OF UNION DUES

Upon receipt of a voluntary written and signed dues authorization card from the union the School District shall, during the term of this Agreement, deduct the uniform bi-weekly Union dues and uniform initiation fees of such employees from their pay, and remit such deductions to the Secretary-Treasurer of the Union. Authorization for such deductions shall be revocable only by written notice to the Union during the thirty (30) day period prior to the anniversary date of this Agreement.

B. INDEMNIFICATION

The Union shall indemnify the School District and hold it harmless against any and all claims, demands, suits, legal costs or other forms of liability, monetary or otherwise, arising out of, or by reason of, any action taken by the School District at the direction of the Union for the purpose of complying with the provisions of this Article.

C. C.O.P.E

Upon receipt of a lawfully executed, written authorization from an employee, the District shall, during the term of this Agreement or until such authority is revoked by the employee in writing, deduct voluntary employee contributions to the S.E.I.U. Committee on Political Education (COPE), managed and operated by the union, in the amounts designated by the employee. Such deduction or deductions shall be made in twenty-four (24) equal installments and shall be remitted by the District to the union official designated by the union in writing to receive such 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 SEIU Committee on Political Education shall refund to the District or to the employee any contributions which may be deducted erroneously or any monies which may be remitted erroneously.

D. REPORTING

The District shall submit a monthly list to the union of all bargaining unit employees, their names, hourly wages, employee ID number, phone number (work, home, and mobile), email address (work and personal), home address, job title, work location, and hire date, hours worked in the prior month, gross pay, and union dues payment.

The list will be provided in an agreed upon format and transmitted electronically. This section shall not be subject to the grievance/arbitration provisions of this Agreement.

E. MEETINGS

A union representative is allowed to meet with newly hired employees for up to thirty (30) minutes during the work day within the first two weeks of employment, or at another mutually agreed-upon date, without loss of pay or leave time of employees or union representatives as long as the access does not impede the District's normal operations. The District will notify the union of new employees on or before the employee's first day of work. The union is responsible for contacting the new employee to schedule the meeting after confirming with the District that the proposed dates/times do not impede the District's normal operations. The District's determination that a date/time impedes its normal operations is not subject to the grievance/arbitration provisions of this Agreement.

F. (Heading)

The District shall provide a physical bulletin board at every job site for use by the union readily accessible to all bargaining unit employees. The union may post material on the bulletin board for any legitimate union purpose.

ARTICLE III
GOVERNMENT LAWS AND REGULATIONS

This contract shall not supersede any existing laws or future laws of the State or Federal Government, as they affect the legal operation of the school system by the School District. If any section or subsection of this Agreement shall be declared invalid by any court or competent jurisdiction, or shall become inoperative because of any Federal or State law, the remaining portions of this Agreement shall continue in full force, until the prescribed termination date.

ARTICLE IV
SENIORITY AND PROBATION

A. SCHOOL DISTRICT SENIORITY

1. School District seniority is defined as the length of an employee's continuous employment by the School District since the last date of hire in a position covered by this Agreement.

2. All seniority and the employment relationship shall be terminated:

   a. When an employee is discharged for cause;

   b. When an employee quits;

   c. When an employee fails to report for work after a layoff, when properly notified in accordance with this Agreement;

   d. When an employee is laid off for a period of more than one (1) year;

   e. When an employee is absent for three (3) consecutive workdays without calling his/her supervisor.

B. PROBATIONARY PERIOD

1. All new employees shall be on probation for ninety (90) work days. The probationary period may be extended for an additional forty-five (45) work days if deemed necessary. Probationary Employees shall be evaluated formally three (3) times during the ninety (90) days of employment. The first formal evaluation shall be within thirty (30) days of employment, the second within 75 days of employment, and the third before the ninetieth (90th) day of employment. There shall be at least ten (10) work days between each formal evaluation. If the probationary period is extended, the Employee and the union will be notified, in writing, of the extension, and the Employee will be evaluated formally at least once during the next thirty (30) working days. All formal evaluations will be in writing, a copy shall be given to the Employee and a conference between the supervisor and Employee shall be held to discuss the evaluation. If a supervisor believes that an Employee is doing unacceptable work, the reasons therefore shall be set forth on the formal evaluation. Probationary employees are exempt from applying for vacancies. All probationary employees shall be notified in writing of their acceptance or rejection at the completion of their probationary period.

2. The School District shall be the sole judge of acceptance of employees during the probationary period, and no controversy concerning tenure of these employees shall be deemed a grievance, provided, however, that probationary employees shall be subject to all terms of this Agreement not inconsistent with this clause.

3. The seniority of a new employee shall be established at the conclusion of the probation period and shall begin as of the most recent date hired.

C. PROMOTIONS, DEMOTIONS AND VACANCIES

1. When a vacancy occurs in a Nutrition Service Specialist I position covered by this Agreement which the Board has decided to fill, a notice will be posted on the intranet and in the Nutrition Services department per District policy describing the position and advising that applications will be accepted from employees within the bargaining unit.

   This notice will specify the final date for receipt of applications. The hour shall be the close of business on that date. There will be a minimum notice of five (5) working days, or ten (10) working days until those employees on excused absence are notified. Vacancies which occur near the end of the school year shall be posted as soon as possible prior to the last day of work in the school year. Vacancy notices shall be posted in the Human Resources Department, in the Nutrition Service Department and on the Intranet. All positions shall be filled within 30 days if possible. All qualified internal applicants as defined in Article IV C2 shall be interviewed. When a vacancy is not filled by applicants from within the bargaining unit, the School District may interview and hire applicants from outside the bargaining unit. An employee of the bargaining unit who is employed for less than 8 hours per day shall have the first opportunity to be transferred to a posted position at the same level with hours in excess of his/her daily hours.

2. In promotions from one position to another, appointment to the higher paying position will be based on a demonstrated ability to perform the work along with knowledge and experience in performing the duties. Preference will be given to the employee who has successfully, as determined by the Director of Nutrition Service, acted in the position temporarily. Every effort will be made to promote from within and if ability, knowledge and experience are equal, seniority shall prevail.

3. All non-probationary employees are eligible to apply for vacancies or new positions. Applications for vacancies or new positions shall be made in writing.

4. If an applicant demonstrates the ability to perform required work and if the position is covered by this Agreement, it shall be the policy to promote from within the ranks of present employees.

5. An employee promoted to a new position shall have a trial period of twenty (20) school days. During this time, if the employee is not retained in the new position or decides not to accept the promotion, the employee shall be reinstated in the former position without loss of seniority. The employee may not request a promotion to this same position for a period of twelve (12) months, except by mutual agreement. This provision does not apply to lateral transfers.

6. Employees who are demoted out of their classification shall "bump" the least senior employee in the classification to which they are demoted.

D. LAYOFF AND REHIRE

1. When a reduction in the working force is necessary, employees shall be laid off in accordance with departmental seniority; i.e., the employee with the least departmental seniority shall be laid off first, etc. In the selection of employees for layoff, the School District shall retain those employees with the greatest seniority, provided they are properly qualified and physically able to perform the available work.

2. Whenever any employee is to be laid off, the School District shall notify the employee and/or Union Steward at least ten (10) working days in advance of such layoff, unless such notice is not practicable. As part of that notice, the employee will be advised that he/she has the right to either: (a) bump a less senior employee in the same position or in a position that the laid off employee previously held, if such position exists or (b) be placed in an existing vacancy for which they qualify.

3. Laid off employees with recall rights shall be rehired in accordance with departmental seniority; i.e., the employee with the greatest seniority shall be rehired first, provided he/she has the ability to perform the duties of the job that is open. When rehiring laid off employees, the School District will notify them by certified mail at the last known address. If such employees do not notify the School District within ten (10) calendar days from the mailing date of such notice that they will report for work on the date specified, or give satisfactory reasons for delay beyond such time, they shall be considered as having quit and all seniority shall be terminated.

E. SENIORITY LISTS

The School District will furnish to the Union two (2) copies of the current list of employees which shall include the employees' name, hiring date, department, departmental seniority date (defined as the date the employee entered into the bargaining unit, and classification. This list will be revised bi-annually and a copy forwarded to the Business Representative of Local #73, with a copy to the Chairperson of the unit. If no errors are reported by the Union within thirty (30) calendar days, the list shall be considered correct and shall stand as is without grievance.

F. TEMPORARY VACANCIES AND TRANSFERS

1. Employees temporarily assigned or temporarily transferred to a lower paying job shall receive their regular rate of pay. Such assignment shall be for no longer than a two (2) week period.

2. Employees temporarily assigned or temporarily transferred to a higher paying job for a period of three (3) days or longer shall receive the rate of the higher paying job for hours of work on the higher paying job.

3. Temporary employment shall not exceed sixty (60) calendar days of continuous employment unless the temporary employee is being employed to temporarily take the place of a permanent employee who is on a leave of absence that extends beyond sixty (60) calendar days and there is reasonable expectation that the permanent employee will return to work.

ARTICLE V

REMEDIATION

A. PERFORMANCE DEFICIENCIES

The remediation process does not apply if an employee is not meeting District standards of conduct or if the employee is not complying with District rules and regulations. Nothing contained in this remediation section impacts the Board's right to discipline or discharge an employee for just cause or to demote, transfer or dismiss an employee for cause whether or not the remediation process has been utilized.

- The parties shall make a good faith effort to comply substantially with remediation procedures in order to respect the rights of individual employees and management. If the outcome of a remediation process is grieved, failure to comply with timelines and technical procedures may be considered a factor in determining whether action was taken for cause.
- The parties may extend timelines or modify procedures by mutual agreement in order to facilitate fairness and effective and efficient action.
- The employee is entitled to have Union representation at any step in the remediation process.
- Remediation may be instituted as the result of a "needs improvement" evaluation rating or if there is evidence of poor performance during an evaluation cycle. Two (2) consecutive "needs improvement" evaluation ratings is grounds for dismissal.

B. REMEDIATION PROCEDURES

1. Human Resources or the department supervisor will provide written notice to the employee of the time, place, and reason for the initial remediation meeting at least one (1) day in advance of such meeting. Copies of the notice will be provided to the union representative and a copy will be placed in the employee's file.

2. At the initial meeting, the supervisor will inform the employee of the nature of the performance deficiencies and the actions necessary to correct them.

3. Within five (5) workdays after the initial meeting, the supervisor will prepare a written memorandum summarizing the performance deficiencies and the course of action required to correct them. The memo will include the tentative date for the follow-up meeting. A copy of this summary will be provided to the employee who will acknowledge receipt of the document with his/her signature. A signed copy will be provided to the Director of Human Resources.

4. The remediation process is 90 calendar days. The remediation process can be extended by mutual agreement. After thirty (30) days, a memorandum from the employee's supervisor will be provided, with the intent of giving the employee feedback about their progress through the remediation process. No meeting will be required. After sixty (60) days, a meeting will be scheduled to address these issues and a memorandum will follow the meeting.

5. After ninety (90) days at the final evaluation meeting, the supervisor shall inform the employee whether or not performance has been satisfactory. If performance has not improved satisfactorily, dismissal shall be considered.

6. Although it is expected that an employee will make reasonable efforts to improve and will receive the full remediation period to do so, if an employee does not make reasonable efforts to improve or demonstrates substantial misconduct or other substantial deficiencies, the remediation period may be terminated early. It is expected that both the employee and the supervisor will make reasonable efforts to communicate with each other throughout the remediation process regarding the employee's progress and expectations thereof.

If remediation is successfully completed and the employee exhibits the same deficiencies within two (2) calendar years of the completion of the remediation process, no further remediation will be required and dismissal will be recommended without the need for further remediation

ARTICLE VI

DISCIPLINE

DISCIPLINARY ACTION

The District has the right to take appropriate disciplinary action against any employee to resolve undesirable incidents or behavior(s). It shall normally be done in a manner which will not embarrass the employee before other employees or the public and shall be done in a timely fashion. The Director and/or the Assistant Director of Nutrition Service, in conjunction with Human Resources, when necessary, will determine appropriate disciplinary action(s). Actions may range from verbal warnings to immediate dismissal from employment. In the case of immediate dismissals, all relevant facts will be carefully reviewed and the employee will be given an opportunity to explain the situation before a final decision is reached. No disciplinary action shall be taken without just cause.

VERBAL WARNINGS

A verbal warning will be issued directly to the employee with documentation of the warning included in her/his personnel file.

WRITTEN WARNINGS

Written warnings are given after repeated violation(s) of District policies or procedures and/or after failure to correct unsatisfactory behavior or improve performance to meet District standards in accordance with prior warnings.

Written warnings will include the reasons for the supervisor's dissatisfaction and any supporting documentation. Copies of written warnings and employee
rebuttals will be included in the employee's personnel file.

SUSPENSION

Continued repeated violations of District policies or procedures and/or after failure to correct unsatisfactory behavior could result in suspension without pay.

TERMINATION/DISMISSAL

If performance and/or behavior is deemed to be unsatisfactory and satisfactory change does not occur, the District may discharge the employee from employment. Some incidents may result in immediate dismissal depending upon the severity of the offense. Employees can be discharged from employment at any time due to serious and/or repeat infractions of policy and/or procedure. Please note that the severity of the offense will determine which steps will be taken and when such steps will be taken.

ARTICLE VII
GRIEVANCE

A. A grievance is defined as an alleged violation of the specific terms of this Agreement and may be presented by an employee or group of employees who have the same grievance.

B. PROCEDURE

1. Step One

Any employee with a grievance should discuss the grievance with his immediate supervisor and a Union Steward/**Representative** at a time which does not unduly interfere with the employee's normal work schedule or duties. The grievant must grieve within ten (10) days from the date of occurrence of the first event giving rise to the grievance, or within ten (10) days from the date that the employee, through the use of reasonable diligence, should have obtained knowledge of the occurrence of the first event giving rise to the grievance.

2. Step Two

If Step One does not effect settlement, then the grievance shall be reduced to writing by the union and a copy given to the Chief Financial Officer, or designee, within five (5) working days from the date of the meeting with the immediate supervisor. The Steward/Representative and the Chief Financial Officer, and/or the Director of Human Resources, shall meet within five (5) working days and try to resolve the matter. If the grievance is not resolved at the meeting, the Assistant Superintendent for Human Resources and/or the designee shall answer the grievance within five (5) working days of this meeting, unless extended by mutual agreement.

3. Step Three

If the grievance is not resolved in Step Two, the Union may present the grievance to the District Superintendent, or his designee, within ten (10) working days from receipt of the School District's answer at Step Two. The Superintendent, or his designee, the Steward and the Representative shall meet within fifteen (15) working days at a mutually designated time and location. As soon as possible, but within the fifteen (15) days after the conclusion of this meeting, the Superintendent, or his designee, shall notify the Union of the School District's decision or position with respect to the grievance. Time limits may be extended by mutual consent of both parties.

4. Step Four

In the event the matter is not resolved in Step Three, only the Union shall have the right to submit the matter to final and binding arbitration by giving written notice of its desire to arbitrate to the District Superintendent within fifteen (15) days after receipt of the School District's answer at Step Three. The parties shall jointly request the Federal Mediation and Conciliation Service to supply a panel(s) of seven (7) arbitrators who are members of the National Academy of Arbitrators. The parties shall alternately strike one name from the panel, with the party requesting arbitration striking the first name. The arbitrator whose name remains shall serve as the neutral arbitrator. The arbitrator shall consider only the particular issue(s) presented to him/her by the Board and the Union, and his/her recommendation shall be based solely upon his/her interpretation of the meaning or application of the terms of the Agreement to the facts of the grievance presented. Subject to the provisions of this section, the recommendation and the decision of the arbitrator shall be binding. The expense of the arbitrator, including his fee, shall be shared equally by the School Board and the Union.

C. If a grievance is not presented by the employee within the time limits set forth above, it shall be considered "waived" and may not be pursued further. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Board's last answer. If the Board does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee may elect to treat the grievance as denied at the step and immediately appeal the grievance to the next step. The parties may, but mutual agreement in writing, extend any of the time limits set forth in this Article.

D. Permission shall be granted to the Business Agent of the Union to enter the school for the purpose of representation upon notification to the Human Resource Office.

E. The Bargaining Unit agrees to participate in a committee of all Evanston Township High School union representatives and administration to draft common grievance language and incorporate the same into this contract when the task is finished.

ARTICLE VI
ABSENCES AND LEAVES

A. SICK LEAVE

Employees shall receive ten (10) paid sick leave days per year, which shall accumulate from year to year to a maximum of one hundred and eighty (180) days, and shall only be taken in the event of personal illness, or serious illness or death within the immediate family. Immediate family is defined in the School Code (105 ILCS 5/24-6) as, "parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.". Sick leave can be taken in one-half (1/2) day increments. Employees in their first year of employment will only be able to use what they have earned, thus no borrowing of sick time. All other active employees will be able to borrow unearned sick time up to a maximum of 3 days. Sick time will not accrue for employees on a personal, unpaid leave of absence.

Nutrition Services employees may access bereavement leave in the case of death in the immediate family as defined above for a maximum of three (3) days at full pay without use of sick leave time. Any paid time granted beyond the allocated three (3) days shall be deducted from the employees' accumulated sick leave bank.

In addition, Nutrition Services employees may use one (1) day of sick leave for the purpose of attending a funeral of someone who is not in the employee's immediate family as defined above. That day will be deducted from the employee's accumulated sick leave bank.

Nutrition Services employees accessing bereavement leave as defined in Article VI must submit commonly accepted documentation (e.g., Clergy Letter, Obituary, Prayer Card, or Funeral Service Program, etc.) to the Human Resources department.

B. PERSONAL DAYS

Three days of personal business leave per year shall be granted by applying to the Director of Nutrition Service in writing in sufficient time for adequate coverage. Personal business leave shall be utilized for matters which cannot be completed during non-school days or hours, provided personal leave shall not be utilized for any job-related protest or for pursuit of other employment. These days may not be used on the day before or following the Winter or Spring Break or during the first or last week of the scheduled work year. Unused personal business leave days will accumulate as personal business leave days for the following year. They may accumulate to a maximum of six (6) days. Any additional unused personal business leave days will accumulate as sick leave days.

C. MILITARY LEAVE

Employees required to enter the military service shall be granted leaves of absence in accordance with applicable law.

D. UNION LEAVE

In the event an employee or employees are elected by this International Union to perform Union business, or attend Union meetings or institutes which necessitate a leave of absence, he/she shall be granted such leave of absence without pay or loss of seniority.

E. WORK YEAR

All employees shall be scheduled to work a minimum of one hundred and seventy-eight (178) days with the last day of school for District 202 being day one hundred seventy-eight (178) During the duration of this contract, employees will be paid for a flat of 13 days holidays. To be eligible to receive holiday pay, the employee must work his/her last full scheduled work day prior/before the holiday and his/her first full scheduled work day after the holiday. If extenuating circumstances occur regarding attendance before and after the holiday, an appeal may be submitted to the Assistant Superintendent for Human Resources who will make the final decision regarding holiday pay. Holiday pay shall be based on the number of hours the employee is regularly scheduled to work; e.g., an employee who is regularly scheduled to work six (6) hours per day shall receive six (6) hours pay at his/her regular straight time hourly rate of pay as holiday pay if otherwise eligible. Employees on a pre-approved absence prior to or following one a holiday shall be eligible for holiday pay.

F. PERSONAL LEAVE (LEAVE OF ABSENCE)

A leave of absence, without pay, may be granted to any non-probationary employee upon written application to the Assistant Superintendent for Human Resources and approval by the Board of Education stating the reason for the leave. Leaves shall be from one (1) to six (6) months and shall occur without the loss of seniority.

G. MATERNITY AND CHILD-REARING LEAVE

1. An employee shall be eligible for a maternity and child-rearing leave, subject to the following:

   a. The employee shall advise the Director of Nutrition Service of his/her designee of the fact of pregnancy no later than the fourth (4th) month of pregnancy, and shall provide a written statement from her physician indicating the expected date of delivery and his/her opinion that the employee may safely continue in her employment, including the performance of all regular duties.

   b. Application for such leave shall be made in writing to the Director of Nutrition Service or his/her designee at least ninety (90) calendar days prior to the anticipated birth of the child.

   c. The employee and the Director of Nutrition Service or his designee shall agree upon a plan for the commencement and termination of such leave. The employee, in consultation with her physician, will determine the date at which the maternity leave will begin.

The leave shall not exceed the balance of the school year in which it is commenced and one additional school term. A notice of intention to return shall be included in the plan and communicated to the Director of Nutrition Service. Failure to provide such notification shall be treated as the submission of a resignation from employment with the District.

d. Employees may use up to twelve (12) weeks (from date of birth) of accumulated sick time for a paid maternity and child rearing absence. Any time away from work after twelve (12) weeks will be in an unpaid status. If a 12-week, paid leave is requested, the first six (6) weeks may be taken intermittently consistent with state law, but the **a**dditional six (6) weeks must be taken consecutively (i.e., a consecutive 6-week period).

e. Employees who have been employed by the District for at least twelve (12) months and have worked at least 1,000 hours may also request a leave under the provisions of the Family and Medical Leave Act (which is up to 12 weeks of unpaid leave).

2. An employee who shall adopt a child shall likewise qualify for maternity and child-rearing leave as hereinbefore set forth, except that the initial notice shall be given upon the approval of the application for adoption. It is recognized that adoptive procedures are often lengthy and the exact date of receipt of the child frequently cannot be accurately determined. However, for planning purposes, the employee must notify the Superintendent or his designee of the date the child is expected to be received and if the date changes, the employee must notify the Superintendent of the change. This change must be mutually agreeable to the Superintendent and the employee.

3. An employee not desiring maternity or child rearing leave may utilize accumulated sick leave during the period of disability after the birth of her child. If such employee shall have exhausted accumulated sick leave, she shall be granted a leave of absence without pay during such period of disability. Any employee may utilize accumulated sick days for any period of disability related to her pregnancy.

4. An employee shall be granted a paternity and child-rearing leave, at the discretion of the Board, a paternity and child-rearing leave, subject to the following:

a. An employee who has fathered (paternity) a child shall be granted, upon written application to the Director of Nutrition Service or his designee at least ninety (90) calendar days in advance of the birth of the child, a child-rearing leave of absence.

b. Employees may use up to twelve (12) weeks of accumulated sick time from date of birth for a paid maternity and child rearing absence. Any time away from work after twelve (12) weeks will be in an unpaid status. If a 12-week, paid leave is requested, the first six (6) weeks may be taken intermittently consistent with state law, but the additional six (6) weeks must be taken consecutively (i.e., a consecutive 6-week period). The employee and the Director of Nutrition Service or his designee shall agree in advance upon a plan for such leave as provided in paragraph 1 of this section.

c. Employees who have been employed by the District for at least twelve (12) months and have worked at least 1,000 hours may also request a leave under the provisions of the Family and Medical Leave Act (which is up to 12 weeks of unpaid leave).

H. FAMILY AND MEDICAL LEAVE ACT OF 1993

The parties agree that the Board of Education may adopt policies to implement the Family and Medical Leave Act of 1993 that are in accord with what is legally permissible under the Act.

ARTICLE IX
HOURS OF WORK AND OVERTIME

A. WORK WEEK

The normal workweek shall be from 12:01 AM Monday until 12:00 PM on the following Sunday. The normally scheduled workweek shall be Monday through Friday, inclusive. The School District shall attempt to make the hours for each worker as uniform as possible.

B. RATE OF PAY FOR OVERTIME WORK

All time worked over forty (40) hours in any week shall be paid at time and one-half (1 1/2) the employee's straight time rate.

C. SCHOOL CLOSING

Employees reporting for work on their regular shift without having been properly notified that there will be no work shall receive a minimum of one-half (1/2) a normal day's pay at their regular rate. Notice of closing of a school or schools under standard announcement procedures shall be deemed proper notice. Radio announcement is our standard procedure.

D. OVERTIME

Employees shall not be required to work overtime unless an emergency exists or there are not enough volunteers. One (1) employee with an Illinois State Sanitation Certification must be present at all special functions that do not fall into the regular schedule. Overtime shall be posted in advance, except where it is impossible to do so, so that employees desiring to work overtime can be given an opportunity to indicate their interest. The opportunity to work overtime will be distributed as equally as practicable among employees who indicate a desire to work overtime, provided the employees are qualified to perform the specific overtime work required. Offered overtime not worked will be considered as worked for the purpose of determining future eligibility for overtime opportunities. If there are not enough volunteers, assignments shall be made starting with the employee with the least seniority based on a rotation with the employee with the least seniority. The rotation will continue on a reverse seniority basis provided the employee is qualified to perform the overtime duties. Overtime shall be posted in advance, except where it is impossible to do so, so that employees desiring to work overtime can be given an opportunity to indicate their interest.

The opportunity to work overtime will be distributed as equally as practicable among employees who indicate a desire to work overtime, provided the employees are qualified to perform the specific overtime work required.

If any employee who has expressed a desire to work overtime establishes that he/she has not received his/her fair share of overtime opportunities, upon proof of an inequity, such employee shall have first preference to weekly overtime work until a reasonable balance is achieved.

In the event that there are not enough volunteers, assignments shall be made starting with the employee that has worked the least amount of overtime. In the event of a tie, the employee with the least amount of seniority will be assigned.

In the event that there are more volunteers than needed, assignments shall be made starting with the employee that follows the last individual chosen for the previous overtime event.

E. SUMMER WORK

Summer work hours shall be rotated equitably among the bargaining unit employees who volunteer to work. Employees must be qualified to perform the work in the area for which they are signing up to perform. The rotation shall begin in order of seniority. The Sign-up list for summer work shall be posted no sooner than the end of spring break.

ARTICLE X
OTHER CONDITIONS OF EMPLOYMENT

A. OTHER CONDITIONS OF EMPLOYMENT

The School District will provide for a clearly designated area of bulletin board on existing bulletin boards in each department. The use of this space is restricted to non-controversial matters such as notices of meetings or announcements concerning Union activities.

The Union may have the right to conduct Union elections at school, providing prior arrangements are made in accordance with the Building Use Policy of the School District. For such purposes, the Union shall be considered a "School Related Activity."

Employees who are elected to a political office in the municipal, county, state or federal government, or are appointed to public office, will be granted a leave of absence, without pay and without loss of seniority. However, such leave must be renewed by notification to the School District at the conclusion of each term of office.

Supervisors who are directly supervising the work of members of this bargaining unit, shall not perform work which would directly result in a member of the bargaining unit being laid off.

After five (5) or more years of continuous employment, unused sick days at time of voluntary severance (as opposed to termination for cause) from the School District shall be compensated at the rate of one-half (%) pay per day earned.

Warnings of unsatisfactory work shall be in writing in accordance with District policy, with a copy to the employee and Union Steward. No discipline shall be without cause.

B. REQUIRED ATTIRE

It is agreed that employees will be in uniform while on duty. The Board agrees to provide each employee each year with a $300.00 uniform allowance for purchase and maintenance of required attire. This allowance shall be paid once annually on a paycheck in October. Employees are responsible for purchasing their own aprons.

C. EMPLOYEE MEALS

Employees are provided daily with a "family style" lunch at the discretion of the Level I Nutrition Services Specialist, Director or Assistant Director. This meal is free of charge.

Brewed coffee and tea, as well as filtered water are available free of charge with use of personal reusable mug or bottle.

Any employee that chooses to not partake in the meal given, must pay full price for any items purchased. Additionally, all other items that are to be purchased are full price (ex. chips, bottled beverages, etc.)

D. REST PERIODS

Employees who work at least six (6) hours per day will receive one (1) thirty minute break instead of two 15 minute breaks. All other employees will receive a fifteen-minute.

E. JURY DUTY

Employees shall be given a leave of absence to perform Jury Duty when called at no loss of pay. If the needs of the school are transcendent due to emergency, the Assistant Superintendent for Human Resources shall provide a letter of relief. The employee must provide a copy of the notice for Jury Duty to the Director of Nutrition Service and to the Director of Human Resources.

F. INSURANCE

The Board shall provide the following benefits for all full-time employees. Employees employed less than full-time, but at least 50% shall receive the benefits on a pro rata basis.

TERM LIFE INSURANCE

Term life insurance equal to one times the annual contract salary rounded **up** to the nearest five hundred dollars ($500.00).

GROUP HOSPITALIZATION AND MAJOR MEDICAL COVERAGE

The Board of Education and Staff will be responsible for paying health insurance premium creases as follows:

The Board will pay annual health insurance premium increases charged to the District up to a maximum of 2% per year of the total premiums

The cost of annual health insurance premium increases in excess of 2% of the previous year's premium level will be split evenly (50%-50%) between the District and Staff.

Employees covered by this Agreement shall be eligible to participate in the Board's dental insurance program at their own expense, subject to the same terms and conditions, which are applicable to Board employees generally, including any changes or modifications, which may be made from time to time. For any employee selecting single health coverage is also eligible to receive single dental coverage paid by the Board.

To the extent permitted by the individual health plans, domestic partners shall be treated the same as spouses with respect to insurance coverage opportunities.

To the extent permissible by law, the District shall establish and maintain a comprehensive Section 125 plan that enables employees to deduct income, on a pre-tax basis, for benefits such as:

Premiums for single or family coverage for medical, dental and other qualified insurances, to the extent that the Board does not pay such premiums;

Reimbursement for out-of-pocket medical, dental and other health- related expense to the extent not covered by insurance and incurred by the employee, the employee's spouse and/or the employee's dependents;

Reimbursement for qualified dependent care assistance (including both child care and elder care). This plan shall comply with Section 125 and other applicable provisions of the Internal Revenue

Code.

If an employee waives coverage in writing under any of the group hospitalization and major medical insurance plans/programs offered by the Board, the employee shall be paid $900 per school year (pro rata if less than a year). If necessary in order to implement this provision, a plan document will be prepared by the Board to comply with Section 125 and other applicable provisions of the Internal Revenue Code, as amended. The specific terms and conditions for participation in the Section 125 plan, if needed, shall be as specified in the plan document.

The election of benefits shall be made during the enrollment period established by the Board and shall be irrevocable for the balance of the school year; however, changes in the type of membership in the insurance program are permitted in accordance with the regulations of the group plan (i.e., for a qualifying change in status).

Employees who are employed for less than full-time but at least 50% of the time shall receive these benefits pro/rata.

Employees covered by this Agreement shall be eligible to participate in the Board's dental insurance program at their own expense, subject to the same terms and conditions, which are applicable to Board employees generally, including any changes or modifications, which may be made from time to time.

The above provisions relative to life insurance and group hospitalization and major medical coverage shall be applicable through December 31 of each year.

LIABILITY INSURANCE

The Board will provide liability insurance against any loss of employees by reason of death or bodily injury and property damage claims and suits. This also includes defense thereof, when damages are sought for negligent or wrongful acts allegedly committed during the scope of employment or under direction of the Board of Education.

CHANGE IN INSURANCE COMPANIES

Any change in insuring companies or changes in coverage as negotiated by the Teachers' Council shall be part of this contract and notice given to the Union within a week of the final passage by the Board.

INSURANCE COMMITTEE

The Union will have representation on the District Insurance Committee.

WORKER'S COMPENSATION

1. All school employees are protected under the Worker's Compensation Act in cases of injury or death incurred in line with the usual duties required of the school employee, as provided in his/her contract or other condition of employment.

2. If an employee, through no negligence of his/her own, suffers an accident or illness resulting from his/her assigned duties in school or in extracurricular activities under the direction of the Board of Education, the Board shall recompense the employee the difference between the amount paid by Worker's Compensation (66 & 2/3) and the amount of full compensation during the first thirty (30) calendar days, and no sick leave shall be charged. Worker's compensation will pick up after 30-calendar days and in no event shall a Bargaining Unit Employee's total compensation, net taxes, under worker's compensation exceed what would have been earned absent the injury.

INSURANCE FOR EMPLOYEES ON LEAVE

1. Insurance for employees on unpaid leave of absence will terminate at the end of the calendar month in which the leave commences, provided if a leave commences at the beginning of a school term, the insurance shall terminate on the preceding June 30th.

2. If permitted by the insurance carrier, *the* employee on leave of absence may continue such insurance in full force and effect by the timely advance payment of all premiums to the Human Resource Office. In such event, the Board shall reinstate all benefits hereunder upon the resumption of employment, or upon July 1st of the calendar year in which leave terminates, whichever shall first occur, provided notice of intention to return to employment has been given as provided in Article VII of this Agreement.

3. If the employee on leave has not continued such insurance during the period of the leave, the Board shall reinstate all benefits hereunder upon the resumption of employment, or as provided in the preceding subparagraph, or as soon as the insurance carrier shall permit, whichever shall first occur.

DISABILITY LEAVE

If an employee has exhausted all of his/her sick leave and is eligible for temporary disability benefits under IMRF, the employee shall be placed on disability leave. Disability leave will be terminated whenever an employee qualifies for permanent disability under the Illinois Municipal Retirement Fund.

ANNUITIES AND MUTUAL FUNDS

Full-time employees of the School District may purchase a tax sheltered annuity and mutual fund with Mass Mutual. The Chief Financial Officer shall withhold and deposit funds in the amount to Mass Mutual.

L. ASSIGNMENTS

Work schedules shall be for the entire year. The Union will be informed in each case where a work schedule is to be changed. For any subsequent change after the initial work schedule has been made, affected employees will be given at least seven (7) working days notice or as much advance notice as possible when changes are to be made.

M. RECLASSIFICATION OF POSITIONS

An employee who believes that there has been significant changes in job duties and responsibilities, may request a review. Such request must be in writing no later than May 1st with the reclassification being effective upon the return of the employee in the following school year. The request must be submitted to the Director of Nutrition Services who will forward said request to the Assistant Superintendent for Human Resources for a final determination. The employee will be interviewed by the Assistant Superintendent for Human Resources to set forth the reasons for the request and review.

If it is determined that said request is justified, the employee will go to the appropriately classified compensation level as established by the Wage Schedule. This determination is not subject to the grievance procedure.

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

The Board and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of the Board's exercise of its rights as set forth herein on wages, hours, or terms and conditions of employment. In so agreeing, the parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

RIGHTS OF THE BOARD

Except as specifically modified by other articles of this Agreement, the Union recognizes the exclusive right of the Board to make and implement decisions with respect to the operation and management of its operations in all respects. Such rights include, but are not limited to, the following:

To plan, direct, control and determine all the operations and services for the Board; to supervise and direct the working forces, to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to transfer employees; to ensure the training of employees; to determine the methods, means, organization and number of personnel by which operations are conducted; to determine whether services are to be provided by employees covered by this Agreement or by other employees or non-employees not covered by this Agreement; to maintain discipline, order and efficiency; to make, alter and enforce reasonable rules, regulations, orders and policies (provided that only rules, regulations, orders and policies that are mandatory subjects of bargaining shall be subject to Article
V); to evaluate employees; to discipline, suspend and discharge employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities; and to carry out the mission of the Board; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

DIGNITY AND RESPECT

The School District and the Union agree to act at all times in such a manner as to assume proper dignity and respect to bargaining unit employees, other employees, students and supervisory and administrative staff.

NON-INTERRUPTION OF WORK

During the term of this Agreement, neither the Union nor any employee covered by this Agreement shall instigate, promote or participate in any strike, sympathy strike or other concerted stoppage of work. The Union shall not be held responsible for actions of individual employees in which it has not participated, instigated or promoted.

RATES OF PAY

N. SALARIES

The salary schedule of employees covered by this Agreement is set forth in Appendix B of this Agreement, which is attached hereto and made a part hereof. Employees will receive pay based on the date the negotiated contract is ratified/completed.

0. LONGEVITY

After Years of Completion	Per Year Salary Recognition
10 - 15	**$500.00**
16 - 25	**$1,000.00**
25+	**$1,500.00**

These salary additions will be permanent and will factor into calculations for both overtime and docking.

Payment for this longevity stipend will be made on the September check following the completion of the required years of service.

C. ONE-TIME PERFORMANCE STIPENDS

The Board shall set aside not more than an aggregate of $1,500.00 for disbursement as one-time stipend(s) to employee(s) who on their own initiative outside their normal duties and responsibilities have made suggestions which have resulted or will result in demonstrable savings and/or benefits to the District. Applications for consideration for such a stipend shall be submitted in writing by the date established by the Board. The decisions of the Board on whether or not to grant a stipend and, if so, the amount of said stipend shall be final and binding and shall not be subject to the grievance and arbitration procedures. Any stipend awarded to an employee shall be a one-time amount and shall not be made a part of the employee's base salary for any such purpose.

DURATION AND TERM OF AGREEMENT

This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 PM on the 30th day of June, 2030. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than forty-five (45) days prior to the anniversary date.

This Agreement shall remain in effect through June 30, 2030.

BOARD OF EDUCATION
EVANSTON TOWNSHIP HIGH
SCHOOL DISTRICT 202,
COOK COUNTY
EVANSTON, ILLINOIS

By: Pat Savage-Williams
Pat Savage-Williams, President
Board of Education

By: _____
Peter Bavis
District 202 Board Secretary

Dated: 6-8-2026

LOCAL NO. 73
SERVICE EMPLOYEES
UNION INTERNATIONAL

By: _____
Union Representative, Local No. 73

By: _____
SEIU #73
Secretary-Treasurer

Dated: _____

APPENDIX B

WAGE SCHEDULE

For the 2026-27 school year, bargaining unit employees will receive a $0.60 per hour increase. The base salary will increase by $0.65 hourly for 2027-28, $0.70 hourly for 2028-29 and $ 0.75 hourly for 2029-30.

The following rates of pay are in hourly amounts and shall be in effect beginning with the 2026-27 school year through June 30, 2030.

2027-2030 SCHOOL YEARS

Classification	Increase Annually	Hourly Rate 2026-27
Nutrition Services Specialist I	$0.60	$23.87
Nutrition Services Specialist II	$0.60	$22.51
Nutrition Services Specialist III	$0.60	$21.64

Classification	Increase Annually	Hourly Rate 2027-28
Nutrition Services Specialist I	$0.65	$24.52
Nutrition Services Specialist II	$0.65	$23.16
Nutrition Services Specialist III	$0.65	$22.29

Classification	Increase Annually	Hourly Rate 2028-29
Nutrition Services Specialist I	$0.70	$25.22
Nutrition Services Specialist II	$0.70	$23.86
Nutrition Services Specialist III	$0.70	$22.99

Classification	Increase Annually	Hourly Rate 2029-30
Nutrition Services Specialist I	$0.75	$25.97
Nutrition Services Specialist II	$0.75	$24.61
Nutrition Services Specialist III	$0.75	$23.74