

AGREEMENT

BETWEEN

THE BOARD OF EDUCATION OF

CONSOLIDATED

HIGH SCHOOL DISTRICT No. 230

AND

FOOD SERVICE EMPLOYEES

INTERNATIONAL UNION, LOCAL 73

JULY 1, 2023

TO

JUNE 30, 2026

TABLE OF CONTENTS

ARTICLE 1 Preamble..... 3

ARTICLE 2 Scope of Contract..... 3

ARTICLE 3 Administrative Organization..... 3

ARTICLE 4 Probationary Period..... 4

ARTICLE 5 Classifications and Rates of Pay 5

ARTICLE 6 Seniority, Transfers, and Promotions 5

ARTICLE 7 Layoff and Recall 6

ARTICLE 8 Work-Year, Work-Week, Work-Day, Work Schedule,
Temporary Assignment 6

ARTICLE 9 Emergency Closing of School..... 7

ARTICLE 10 Hours of Work (k)..... 7

ARTICLE 1 PREAMBLE

THIS CONTRACT (also called the Collective Bargaining Agreement) is entered into this 1st day of July, 2023, by and between the Board of Education of Consolidated High School District Number 230, County of Cook, State of Illinois, hereinafter referred to as the Employer or Board, and the Service Employees International Union, Local No. 73, affiliated with the CLC, CTW, hereinafter referred to as the Union.

THEREFORE, the parties agree as follows:

ARTICLE 2 SCOPE OF CONTRACT

- 2.1.** The Board recognizes the Union as the exclusive bargaining representative for the Food Service Staff of Consolidated High School District Number 230, Cook County, Illinois.
- 2.2.** To be eligible for inclusion in the bargaining unit, a Food Service Employee must be employed on a regular basis for a minimum of 20 hours per week.
- 2.3.** Food Service personnel may become members of the Union upon completion of their probationary period, but membership is not mandatory. The Employer agrees that it will not discriminate against any employee because of Union membership or because of legitimate Union activity and no member of management will initiate action that will encourage or discourage Union membership. The Union agrees that it will not transact Union business during normal work hours unless agreement has been previously approved by the Employer. The Union agrees not to discriminate against any employee. Further, the Union agrees not to unreasonably deny any employee membership in the Union.
- 2.4.** The policies adopted in this Contract are not applicable to individuals or firms who contract to do work for the Board on a temporary basis. Further, to the extent that the Board shall contract out the work performed by employees covered by this Contract the provisions of this Contract shall become null and void.

ARTICLE 3 ADMINISTRATIVE ORGANIZATION

- 3.1.** The Board is the elected body in which final authority for the determination of all policies and actions relating to the operation of Consolidated High School District Number 230, Cook County, Illinois, is vested.

3.2. The Superintende

**ARTICLE 5
CLASSIFICATIONS AND RATES OF PAY**

- 5.1.** The rate of pay of employees covered by this Contract is set forth in **APPENDIX A** of this Contract, which is attached hereto and made a part hereof.
- 5.2.** Supervisors and/or Administrative Staff who are not in the bargaining unit will not perform bargaining unit work during regular scheduled work shifts, except in cases of emergency, as determined by the Supervisor, training, or if a bargaining unit employee requests assistance.

**ARTICLE 6
SENIORITY, TRANSFERS, AND PROMOTIONS**

- 6.1. Seniority Definition:** Seniority means length of continuous service in the School District within a category of position (i.e., Head Cook, Baker/Assistant Cook, Full-Time General Worker, Part-Time General Worker) and shall accumulate commencing with the first day of employment.

served a probationary period may apply for the vacancy. The notice shall include the position, school, and the current rate of pay.

The filling of a permanent vacancy, except in the position of Head Cook, shall be based upon seniority and the skill and ability of the employee to fulfill the qualifications for the job in question. The Board shall have the right, in its sole discretion, to promote an employee to the position of Head Cook. All Assistant Cooks will be afforded the opportunity to be trained and given the opportunity by seniority to substitute as a Head Cook on a rotating basis. All General Workers will be afforded the opportunity to be trained and given the opportunity by seniority to substitute as an Assistant Cook on a rotating basis. Notwithstanding the foregoing, if, in the opinion of management, no current employee fulfills the qualifications or possesses the skills and abilities called for in the job opening, management reserves the right to employ from outside the bargaining unit as necessary to fill the job in question. If an employee applies for a posted position

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8.2. Work-Week: for the purpose of this Contract, the work week shall begin at 12:01 a.m. on Monday and end at 12:00 midnight on Sunday night/Monday morning.

8.3. Work-

9.2.

**ARTICLE 11
HOLIDAYS WITH PAY**

11.1. During the term of this Agreement, any employee covered by this Contract shall observe ten (10) holidays as days off and with full pay:

- | | |
|-----------------|----------------------------|
| New Year’s Day | Columbus Day |
| Spring Holiday | Veterans’ Day |
| Presidents’ Day | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving Day |
| Labor Day | Christmas Day |

11.2. Employees must be on the job the last scheduled work day preceding a school holiday and the first scheduled work day following a school holiday in order to be eligible for holiday pay. However, employees on paid sick leave, bereavement leave, or jury duty will be paid for the holiday.

11.3. If school is in session on Veteran’s Day, the employee will be required to work on that day but will be granted one (1) day off annually at a time mutually agreeable to the Supervisor and the employee. The day off will be considered a “floating holiday” without stipulations. This floating holiday will not be denied in conjunction with other holidays, weekends, personal days, or vacation and can be taken anytime during the year with the mutual agreement of the immediate supervisor and that employee.

**ARTICLE 12
LEAVES OF ABSENCE**

12.1. Sick Leave

- a. Sick leave is applicable to all employees whose assignment is on a regular basis.
- b. Newly hired probationary employees must present a doctor’s certification of sickness or prescription to receive paid sick leave.
- c. The Board shall grant employees sick leave provisions in the amount of ten (10) days at full pay during the school term each school year. If an employee does not use the annual amount of sick leave thus allowed, the unused amount as shown in the employee’s record as of the date of ratification of this Agreement shall accumulate to a total of 240 days of available sick leave, at full pay, including the leave of the current school year.

- d. Sick leave may be used in cases of personal illness, quarantine at home, serious illness, or death of anyone residing in the household or immediate family, or birth, adoption, or placement for adoption.
- e. For purposes of this section, “immediate family or household” shall include parents, spouse, brothers, sisters, children, foster children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.
- f. The Board may require a physician’s certificate as a basis for pay during leave after an absence of three (3) consecutive work days for personal illness, or as it may deem necessary in other cases. If a physician’s certificate is required, it must include a written statement that in the medical opinion of the physician the employee was medically unable to work on the day or days in question. If the Board requires a certificate during a leave of less than three (3) days or directs an employee to undergo a physical examination after the initial medical examination required for employment, it shall pay the expenses incurred by the employee. Employees must provide, at their own expense, any medical verification required for a leave of absence. (School Code, Section 24-5 and Section 24-6).
- g. If, for any reason, an employee cannot work the shift, the employee must call in and so inform the Supervisor or designee stating the reason for the inability to work. The school should be notified at the earliest opportunity. Unless prior arrangements have been made with the Supervisor, a call must be made for EACH DAY that an employee cannot work.

12.2. Personal Leave

- a. Upon completion of the probationary period, an employee is eligible for one day of paid personal leave during the first year of employment and one day of paid personal leave during the second year of employment. After two (2) full years of continuous service with the District, an employee is eligible for two (2) days of paid personal leave annually. Personal leave shall not be taken during the first five (5) days or last five (5) days of school, or immediately before or after a school holiday or Spring and Winter break, except with prior written approval. Personal days may be used consecutively, if approved. An employee who has completed two (2) full years of continuous service and does not use a day(s) of his/her personal leave days during a work year shall have the unused day(s) accumulated to four (4) personal days and then added to his/her accumulated sick leave.

must submit a leave request at least two (2) working days in advance of the day of the requested leave, except for emergencies where no time requirement for submitting is needed. After the District receives a request for a personal leave day, the supervisor will process the request through Skyward within two (2) working days of receiving the request as being either approved or denied. In cases of emergency, the supervisor will render a decision as soon as possible. Personal leave shall not be unreasonably denied.

12.3. Bereavement Leave

- a. The purpose of bereavement leave is to provide time for planning and attending the wake and funeral or memorial service of the deceased or traveling to the funeral or memorial service if it is out of state.
- b. A maximum of three (3) workdays, five (5) for spouse or child, will be allowed on account of the death of an immediate family member. If travel time is necessary following the funeral or memorial service, proper arrangements may be made with the Director of Food Service, subject to the approval of the Assistant Superintendent of Human Resources.
- c.

No employee will accumulate sick leave, other fringe benefits, or seniority during leaves of absence, with the exception that employees on leave that does not exceed the length of leave afforded under the Family and Medical Leave Act (i.e., 12 weeks) will continue to accumulate seniority. For all others on authorized leaves of absence, seniority shall be retained but shall not continue to accumulate during the leave.

12.5. Unpaid Days

Days off without pay are highly discouraged due to the impact upon departmental operations. The Director of Food Service may approve, at his/her sole discretion, a day off without pay to address extenuating circumstances that necessitate an unpaid absence from work. Each request will be reviewed on its own merit. Factors to be considered in approving or denying such leave requests are frequency of request, time of year request is made, and estimated availability of substitutes. Decisions made by the Food Services Director are final and not subject to grievance.

12.6. Family and Medical Act Leave

Eligible employees are entitled up to 12 work weeks of FMLA leave in accord with the provisions of the District

temporary disability, but not to exceed the number of days shown above as calculated from the onset of the disability (i.e., sick leave, FMLA leave, and temporary disability time lines run concurrently). In its sole discretion, the Board may grant any employee who remains disabled for more than the days shown above and whose accumulated sick leave has been exhausted an extended unpaid leave of absence. Any such decision to grant an employee an extended unpaid leave of absence for disability is non-precedential and may not be grieved under the grievance and arbitration provisions of this Agreement.

ARTICLE 13

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are premised on the employee's completion of an annual wellness screening. Employees who do not participate in the annual wellness screening and who elect insurance will be responsible for paying an additional 5% of the premium cost above the amounts stated below through payroll deductions starting on July 1st of each year.

- a. For any medical insurance plan in effect in the District, the Board will contribute the following, based on the employee's election of coverage:
 - 93% of the amount of the monthly HSA premiums for HSA single or family coverage;
 - 93% of the amount of the monthly HMO premiums for HMO single or family coverage;
 - 55% of the amount of the monthly PPO premiums for PPO single coverage; or
 - 71% of the amount of the monthly PPO premiums for PPO family coverage.
- b. For any dental insurance plan in effect in the District, the Board will contribute 50% of the employee's monthly premiums for single coverage or 50% of the employee's monthly premiums for dependent or family coverage.
- c. For any vision insurance plan in effect in the District, the Board will contribute 100% of the employee's monthly premiums for single coverage or 0% of the employee's monthly premiums for dependent or family coverage.

18.3. Annual Wellness Screening: The district shall provide an annual wellness event, which includes a biometric screening and questionnaire. Biometric screenings completed by the employee's doctor or through a reputable lab during the designated annual window ()i wnohr omplete(on i)-2 (t)-2 (h)-. dithst cq(l)-2 (w)2 (r)3 (t)-2y. O t s mndohrcreningls

- b. It is agreed that the insurance and/or carriers or plans may change from time to time for both active and retired employees provided benefits remain substantially the same.

ARTICLE 20 RETIREMENT FUND

- 20.1.** All Food Service Employees are under the provisions of the Illinois Municipal Retirement Fund if the position requires 600 hours of service during any twelve (12) month period. All eligible employees become participants in the Federal Government's Social Security System and in the Illinois Municipal Retirement Fund beginning with the first day of employment.
- 20.2.** Complete information regarding benefits under the Fund may be secured from the Human Resources and/or Business Services Departments.

ARTICLE 21 DISTRICT 230 RETIREMENT PLAN

- 21.1.** Employees who retire after the 2025-2026 or 2026-2027 school years may choose to participate in the District 230 Retirement Plan. The Board has the right to limit the retirees participating in this Plan to three (3) employees per year on a first-come, first-served basis. To be eligible to participate in the District 230 Retirement Plan, the employee must meet the following criteria:
- a. Must be age 55 or above at the time of retirement, and
 - b. Must have worked for the District a minimum of 15 years.
- 21.2.** Employees must submit an irrevocable letter requesting retirement under the Retirement Plan to the Assistant Superintendent/HR by the January 1 of the year preceding their actual retirement date (e.g., by January 1, 2025 for a retirement after the 2025-2026 school year or by January 1, 2026 for a retirement after the 2026-2027 school year).
- 21.3.** Employees selecting this option will receive a \$5,000 retirement bonus, less any legally required or permitted deductions and withholdings. This bonus will be paid in the employee's final paycheck for regular earnings to the extent that they will not trigger an accelerated payment for the District (e.g., up to 6%). Any remainder of the bonus will be paid as a post-retirement bonus in a manner so as not to qualify as creditable earnings under the prevailing rules of IMRF.

This retirement plan expires, and no new employees will be allowed to submit for this benefit, as of the end of the work day on January 1, 2026.

ARTICLE 22

22.2. A school nurse is on duty during regular school hours when students are in attendance and will be available to all employees who require first aid. If further medical treatment is needed or desired, it is expected that the employee will use the doctor and/or medical facilities that have been officially designated by the Board.

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STEP FOUR

If the Union disagrees with the decision of the Superintendent, it shall notify the Superintendent within twenty (20) working days of the date of receipt of his written response of the Union's desire to have the grievance processed to binding arbitration. The impartial arbitrator shall be chosen from a list of seven (7) arbitrators to be provided to the parties by the American Arbitration Association. All persons on the list shall be members of the National Academy of Arbitrators. The cost of the arbitration shall be shared equally by the Union and the Board.

- a. The arbitrator shall not add to, subtract from, or alter the provisions of the Agreement. His/her decision must be based solely upon his/her interpretation of the meaning or application of the express relevant language of the Agreement. This restriction is not to be interpreted as denying to the arbitrator the use of appropriate and recognized tools of contract interpretation, such as evidence of intent of parties or past practice.
- b. The arbitrator is empowered to include in any award such financial reimbursements or other remedies as he/she judges to be proper.
- c. Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator and the FMCS shall be divided equally between the parties.

Timelines must be strictly observed by the aggrieved and/or Union, and if not strictly met, the problem or grievance shall be considered waived. However, the parties may mutually agree to alter timelines. Any such agreement must be in writing.

ARTICLE 24 NO STRIKE, NO LOCKOUT PLEDGE

During the term of this Agreement, the Union will not cause or permit its members of the bargaining unit to cause, nor will any member of the Union take part in, any strike, sit-down, stay-in, slow-down, sick-in, sick-out or any other work curtailment. During the term of this Agreement, the Board will not institute a lockout.

ARTICLE 25 REQUIRED ATTIRE

25.

scheduled hours of work with no loss of pay. The Employer shall provide to the Union a list of all employees attending the orientation as many days as possible prior to such orientation and no later than one (1) day before the orientation.

The Employer and the Union agree that for the term of this Agreement, any and all representatives of the Employer shall be absent from the room during the Union portion of new employee orientation. The Union agrees that it will comply with all Board policies and procedures during the orientation.

The Union shall be granted use, upon written request to the Superintendent of Schools, of a room in order to hold Union meetings, provided that the Superintendent of Schools determines that the date and time of the scheduled Union meeting does not conflict with any previously scheduled School District programs or activities. Said request must be made no less than five (5) days prior to the scheduled meeting date.

The Union shall have the right to post notices of activities of matters of Union concern on bulletin boards designated by the Superintendent, at least one of which shall be provided in each school building. The Union may use the mailboxes for communication to bargaining unit members.

Representatives of the Union, including two (2) designated stewards, will have access to the Employer's premises for the purpose of engaging in Union business. When Union representatives enter the employer's premises for such purposes, they will notify the Superintendent or Assistant Superintendent of Business Administration and Operations in advance by telephone and check in with the building administrator upon arrival. The term "Union business" for the purposes of this Article shall include, but not be limited to, meeting with bargaining unit members; investigating grievances or potential grievances; meeting with management for any purpose; posting or distributing notices or other information; or any other legitimate union purpose which do not interfere with an employee's performance of job duties.

Stewards shall be selected by the Union and recognized by the Board. In addition, the Union shall have the right to designate a Chief Steward and have the Chief Steward recognized by the Board.

ARTICLE 28 AMENDMENTS

The parties hereby acknowledge that this Collective Bargaining Agreement terminates and supersedes any and all prior Agreements and practices, policies, rules or regulations concerning subjects covered herein and is a full settlement of all outstanding issues between the parties. It is understood and agreed that this Agreement concludes all obligations to bargain or negotiate during the life of the Collective Bargaining

School District is not responsible for determining eligibility for disability benefits from the IMRF.

22.11.

**APPENDIX A
2023-2026 RATE INCREASES,**

APPENDIX B
LETTER OF UNDERSTANDING
RE: SUBCONTRACTING OF FOOD SERVICE O/SICE1 Tc 0 TA .8 (A)4.2-d 17 (I

INDEX

Administrative Organization.....	3	Leaves of Absence	9
Amendments	24	No Strike, No Lockout Pledge	22
Bulletin Board.....	17	Payroll Procedure.....	13
Classifications and Rates of Pay	5	Preamble	3
Discipline, Suspension, and Termination.....	14	Probationary Period	4
District 230 Retirement Plan.....	18	Required Attire.....	22
Effective Date, Termination, and Validity	25	Rest Periods	15
Emergency Closing of School	7	Retirement Fund.....	18
Grievance	20	Sanitation and Health.....	15
Holidays with Pay	9	Scope of Contract.....	3
Hours of Work and Overtime	8	Seniority, Transfers, and Promotions	5
Injury on the Job	18	Severability and Right to Reopen	23
Insurance and Fringe Benefits	15	Union Rights	23
Jury Duty.....	14	Work-Year, Work-Week, Work- Day,.....	6
Layoff and Recall.....	6		

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