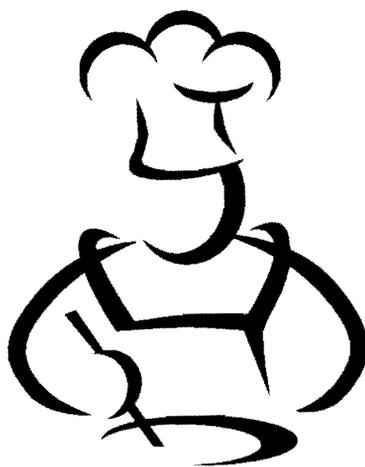


COOKS CONTRACT



Service Employees International Union
Local No. 316
And
Board of Education
Benton Community Consolidated
School District No. 47

July 1, 2021 – June 30, 2024

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AGREEMENT

The Board of Education of School District No. 47, Benton, Illinois hereinafter referred to as the Employer, hereby recognizes Service Employees International Union, Local No. 316, Carbondale, Illinois, hereinafter referred to as the Employee, as the exclusive bargaining representative for wages, hours and all other conditions of employment for all Cafeteria employees of the District.

The union recognizes that the Management of the property and buildings of School District No. 47, and the direction of the working forces are vested exclusively in the employer, insofar as they are not inconsistent with the expressed provisions of this Agreement.

ARTICLE I – SENIORITY

Section 1. All newly hired employees, in classifications covered by this Agreement, shall serve a probation period of sixty (60) days.

Employee evaluation during this probation period shall be in writing and placed in the employee's personnel file, with a copy given to the employee.

No seniority shall be credited during the probation period, but upon completion of the probationary period, seniority shall be retroactive to the date of hire. All other benefits shall be available to the employee during the probation period, but should the employee fail to qualify for the position then such benefits granted shall be deducted from their final pay.

Seniority for the purpose of layoff, job bidding, etc., shall be by the School District.

Section 2. In case of layoff, the youngest employee, in point of seniority will be laid off first. When 'laid off' employees are called back to work, the procedure will be reversed.

Section 3. For the purpose of computing seniority for job bidding, sick leave, vacation, severance pay, etc., each school year of employment shall be considered as one year of seniority.

ARTICLE II – BID PROCEDURE

Section 1. Vacancies created by retirement, disability or any other cause shall be filled on a seniority and qualification basis. Notices of such vacancies will be made available to all members of the Cafeteria staff. If necessary, a vacancy or new position may be filled, on a temporary basis, by appointment until the bid procedure can be fulfilled. Such temporary appointments shall be made with full consideration given to all employees, by seniority.

Section 2. Whenever a vacancy occurs, or a new position is created, such vacancy or new position shall be put in writing and forwarded by the Superintendent to each regular employee of the staff.

Section 3. Bids will be accepted for the vacancy or new position at a meeting of the Cafeteria staff at a time and place designated by the Superintendent of Schools, within thirty days of the date the vacancy occurs. Bids will be accepted for the vacancy or new position on the basis of seniority. Any vacancy created by the first bid will be placed for bid during the same meeting. The employee with the most seniority will be assigned to the vacancy or new position, providing she has the necessary qualifications. Persons bidding

on the position shall be given up to thirty days to qualify. In the event an employee does not qualify for the vacancy or new position, she shall return to her former position and the employee with the second highest seniority, who has bid on the position, shall be assigned to the position under the same provisions. The same procedure shall be followed until the position or positions are filled.

Section 4. No change shall be made in any employee's regular work schedule without the approval of the Superintendent. Any change, of more than one hour, in any employee's shift and/or days off, or in any employee's building assignment shall be considered as disturbing the employee's job and shall entitle that employee to exercise their seniority and 'bump' any employee in the District, with less seniority, in the same classification.

Section 5. During any emergency situation Section 4 above shall not apply and work and/or building assignments shall be as established by the Superintendent, who shall notify the Union of the emergency situation as soon as possible.

ARTICLE III – HOURS OF WORK

Section 1. Each work shift shall consist of seven hours, excluding lunch periods. Each employee's schedule shall consist of five consecutive days, Monday through Friday.

Section 2. All time worked, in excess of seven hours in one day, or thirty-five hours in one week shall be paid at the rate of time and one-half times the regular rate.

Section 3. All time worked on any sixth consecutive day shall be paid at the rate of time and one-half times the regular rate and all time worked on any seventh consecutive day shall be paid at the rate of two times the regular rate.

Section 4. Time charged to sick leave, vacation, funeral leave, etc., shall count as time worked for the purpose of computing overtime.

Section 5. There shall be no pyramiding or duplicating of overtime. In any case where more than one overtime rate would apply only the highest rate applicable shall be paid.

Section 6. When any employee reports for work as scheduled, they shall be allowed a minimum of two hours of their scheduled hours of work or equivalent pay.

Section 7. When any employee is called back to work, such work not being a continuance of their regular shift, they shall be paid a minimum of three hours of work at one and one-half times their regular rate.

Section 8. Any employee who is required to work for three or more hours past their regular scheduled shift shall be allowed a thirty minute paid lunch period, within those hours of work.

ARTICLE IV – GRIEVANCE PROCEDURE

Section 1. No employee shall be discharged without just charges. The Superintendent of the School District shall provide a written statement of cause of dismissal.

Section 2. In the event any employee is dissatisfied with a ruling submitted to her by her Building Principal, or if there is any difference of opinion or dispute

between the employer and any employee regarding the interpretation of operation of this Agreement or any other legitimate cause for grievance, the following procedure will be followed.

a. A written grievance must be filed, with the employee's Building Principal, within seven days after the occurrence of the act which resulted in the grievance. Failure to file a grievance, as provided, will relieve the employer of all financial obligation and shall not be binding upon him.

b. Should a grievance arise, an attempt will be made to settle such dispute between the authorized representative of the union and the Building Principal. If a satisfactory solution is not reached by these parties within five working days, then the Business Representative of the Union and the Superintendent of Schools will attempt to adjust the grievance. They shall have five working days to reach a decision, unless, by mutual consent, a longer period is agreed on.

c. In the event the Business Representative of the Union and the Superintendent of Schools cannot adjust the grievance, within the time provided, either party may request that the matter be submitted to the Board of Education for resolution. The Board of Education shall have 30 days to act upon the grievance. In the event the Board of Education cannot adjust the grievance, within the time provided, either party may request that the matter be submitted to binding arbitration. The matter shall be assigned to an arbitrator provided by the Illinois Labor Relations Board from the Illinois Education Labor Mediation Roster.

d. The Arbitrator shall not have the power to add to, subtract from or modify any of the terms of this Agreement.

e. The costs of such arbitration shall be borne equally by the School Board and the Union.

f. During those periods when school is not in session and the Building Principal is unavailable, the Grievance Procedure shall begin with the Superintendent of Schools.

Section 3. Employees may present grievances outside of the Union structure, so long as the adjustment of any grievance does not violate the provisions of the agreement and the Union has been given the opportunity to be present at the adjustment.

ARTICLE V – HOLIDAYS

Section 1. The following holidays, with pay, that fall within the scheduled school year of employment, will be observed for all members of classifications covered by this Agreement. New Year's Eve, New Year's Day, Lincoln's Birthday, Good Friday, Memorial Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Eve, Christmas Day, and Martin Luther King Day if declared a school holiday.

Section 2. Should any of the above named holidays fall on a Saturday or Sunday then the preceding Friday and/or following Monday will be observed as a holiday, provided school is not in session. If school is in session and the employee is required to work on any designated holiday, they shall receive a day off, with pay at a mutually agreeable date, in lieu of the holiday so lost.

Section 3. Should any employee be required to work on any day that is observed as a holiday they shall receive pay at the rate of time and one half in addition to their regular holiday pay, for all time so worked.

ARTICLE VI – SICK LEAVE

Section 1. Each employee, in classifications covered by this Agreement, with (0-9) years of experience shall accumulate Sick Leave, at full pay, at the rate of thirteen (13) days per year. Each employee with (10+) years of experience shall accumulate sick leave of fifteen (15) days per year. There is no limit on total accumulation of days.

Section 2. Each employee with six or more years of service, upon leaving the service of the District for any reason shall receive severance pay, based upon accumulated sick leave, at the following rate:

- 6-10 years of service- \$5.00 per day for each accumulated sick day plus 50% of daily wage for each accumulated sick day.
- 11-15 years of service- \$5.00 per day for each accumulated sick day plus 75% of daily wage for each accumulated sick day.
- 16-more years of service- \$5.00 per day for each accumulated sick day plus 100% of daily wage for each accumulated sick day.

The above payment schedule shall be limited to a maximum of 145 days of accumulated sick leave. Additional accumulated sick leave shall be paid at a rate of \$25.00 per day to a maximum of 170 days.

Section 3. Upon the death of any employee, qualified under this article, all monies due for time so accumulated shall be paid to the estate of that employee.

Section 4. Employees injured on the job and receiving Workman's Compensation pay shall be allowed to use only that part of their sick leave necessary to guarantee no loss in pay.

Section 5. Any employee who, after reporting for work, becomes ill and has to leave the job shall be charged only that amount of sick leave necessary to guarantee no loss in pay.

ARTICLE VII – SUBSTITUTES

Section 1. Substitutes shall be provided, whenever and wherever practical, for regular employees who are absent from work, provided the employee notifies their supervisor as soon as absence is certain and not later than two hours preceding the starting time of the regular employee.

Section 2. Any substitute, working in place of a union employee, shall be paid at the rate of minimum wage for all time so worked. Substitutes working in place of part time employees shall be paid at the rate of minimum wage per hour for all time worked and all part-time employees shall be compensated at the rate of not less than minimum wage per hour. (minimum wage is defined by the State of Illinois)

Section 3. Such substitute employees shall be used only to assist or supplement the regular employee and shall not be permitted to perform any of the normal or regular duties assigned regular employees except in the case of serving for a regular employee in their absence.

ARTICLE VIII – GENERAL PROVISIONS

Section 1. Each employee, in classifications covered by this Agreement, shall receive three days personal leave per year. Head Cooks and Cooks with ten (10) years of experience in the district will be granted (1) additional personal day per year. In addition, employees may accumulate up to ten (10) personal days. Such time, not used, shall be added to their accumulated sick leave.

Section 2. Any work normally done by the Cafeteria employees shall continue to be done by these employees during the life of this Agreement and shall not be done by any outside person or Agency nor shall such work be contracted out to any such individual or Agency during the life of this Agreement.

Section 3. Overtime at each building will be assigned to the employees working at that particular building.

Section 4. Any physical examination, required as a condition of employment, shall be at the expense of the District.

Section 5. Any employee working in a higher paid classification will be paid the higher rate of pay for all time so worked.

Section 6. Any additional sick leave, personal leave, or holidays or insurance benefits granted any other employee of the District shall be granted to employees covered by this Agreement.

Section 7. Should any employee be required to attend any meeting, they shall be paid for all time so spent.

Section 8. Should any employee be required to use their vehicle for District business, they shall be reimbursed at the rate presently paid by the District per mile for all mileage so accumulated.

Section 9. Each employee covered by this Agreement shall be guaranteed 177 days of work or equivalent pay each school year, the extra day granted to be used as a day of cleaning. The day used for cleaning will be a day agreed to by the head cook and Superintendent.

Section 10. Each employee who qualifies under this agreement and receives the State Food Service Sanitation Certificate shall receive reimbursement not to exceed One Hundred Fifty Dollars (\$150.00).

Section 11. Present regular Cafeteria positions to be retained shall be filled with a regular employee within thirty (30) days of the occurrence of vacancy.

Section 12. Should any article, section or clause of this agreement be declared illegal by a court of competent jurisdiction, it shall be automatically deleted from this agreement to the extent of its illegality. The remaining portion of the agreement shall remain in full force and effect for the duration of the agreement.

Section 13. The Union agrees that during the term of this agreement there shall be no strike, boycott or slowdown by any or all of the employees covered by this agreement. The Board agrees that there shall be no lockout against any or all of the employees covered by this Agreement.

Section 14. Employees covered by this Agreement shall be paid on a twelve (12) month basis. Payday shall be every other Friday. Each pay check shall have a breakdown of hours of work, rate of pay, explanation of deductions, etc.

Section 15. The Board shall extend medical insurance coverage to employees covered by this Agreement. In addition, the Board agrees to pay up to the following amounts on behalf of each employee towards the insurance premium.

	SINGLE COVERAGE	FAMILY COVERAGE
2021-2022	\$425/month	\$825/month
2022-2023	\$450/month	\$850/month
2023-2024	\$450/month	\$850/month

In the event of the death of a member of an employee's family, as identified by School Code, such employee shall be entitled to a maximum of 4 days per year of absence without loss of pay and without loss of personal or sick leave. If the bereavement leave extends beyond the maximum allowable, the employee shall be allowed to use sick days. Employees may use sick days for bereavement leave, providing all personal days have been used, in the event of a death not identified by School code, capping at a total of three days used per school year in this manner. Bereavement leave does not accumulate.

ARTICLE IX – WAGES

Section 1. Effective July 1, 2021, the following schedule will be effective for each Head Cook and Cook:

	<u>HEAD COOK</u>	<u>COOK</u>
2021-2022	\$19.85	\$14.24
2022-2023	\$20.40	\$14.64
2023-2024	\$20.97	\$15.05

Head Cook or Cooks shall receive \$200 per year longevity for each year of service beyond 15 years.

ARTICLE X – TERMS OF AGREEMENT

Section 1. This Agreement shall remain in full force and effect until the first day of July, 2024. All provisions of this Agreement shall become effective the first day of July, 2021. If a new agreement is not reached prior to the expiration date, this agreement shall be extended until a new agreement is reached.

Section 2. Negotiations on the new Agreement shall begin not later than thirty days prior to the expiration date of this Agreement. It will be the responsibility of the Union to present a written request for a meeting to open negotiations on a new Agreement.



President, Board of Education
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Local No. 316

