

COOKS
AGREEMENT
BETWEEN THE BOARD OF EDUCATION
OTTAWA ELEMENTARY SCHOOL DISTRICT 141
AND
SERVICE EMPLOYEES LOCAL NO. 73

2014-2018

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COOKS AGREEMENT

1101 RECOGNITION

This Agreement is entered into by and between the Board of Education of Ottawa Elementary District 141, hereinafter referred to as the "Board" and Service Employees Local No. 73, an affiliate of Service Employees International Union, hereinafter referred to as the Union, as the exclusive negotiating representative for all full-time cooks, assistant cooks and head cook.

Excluded from the bargaining unit are all managerial, supervisory and confidential employees as defined in the Illinois Educational Labor Relations Act.

1102 SALARY

(See Appendix "A")

1103 LONGEVITY

All bargaining unit members with 10 years or more of service shall receive \$.25 added to their hourly wage.

All bargaining unit employees with 20 or more years of service shall receive an additional \$.25 added to their hourly wage.

All bargaining unit employees with 25 or more years of service shall receive an additional \$.25 added to their hourly wage.

1103.1 IMRF CREDITABLE EARNINGS LIMITATION

The District shall not increase an employee's creditable earnings for any 12 month period used to calculate the employee's final rate of earnings for purposes of determining the employee's IMRF retirement annuity by more than the greater of:

- a. Six percent (6%); or
- b. One and a half (1.5) times the increase in the Consumer Price Index-Urban as of the previous September.

When determining whether an increase in an employee's creditable earnings exceeds the applicable limitation, the following shall be excluded:

- a. Increases resulting from overload or overtime earnings;
- b. Increases attributable to standard employment promotions resulting in increased responsibility and workload; and

- c. Increases resulting from an increase in the number of hours required to be worked.

The purpose of this provision is to ensure that the District shall not incur any financial penalty pursuant to provision of the Pension Code and/or IMRF rules and regulations.

Notwithstanding any contrary or other provision of this Agreement, including but not limited to any salary schedules, in the event an employee's IMRF creditable earnings would increase by more than 6% or 1.5 times the increase in the CPI-U in any 12 month period during the term of this Agreement, that employee shall only receive the maximum increase allowed under this provision.

1104 Probationary Period

New employees will serve a probationary period of sixty (60) calendar days. If a new employee is on a leave of absence of more than fifteen (15) calendar days during the probationary period, his/her probationary period will be automatically extended by an equivalent number of days up to a maximum extension of two (2) months.

During the probationary period, new employees will be ineligible for use of any paid leave other than sick leave.

Upon successful completion of the probationary period, an employee's seniority shall date from his/her most recent hiring date since any break in the employment relationship.

If an employee fails to complete the probationary period he/she will be subject to termination without recall rights or recourse to the grievance procedure.

1105 NORMAL WORK SCHEDULE

Full-time employees means all bargaining unit employees employed by the District who normally work forty (40) hours per week or more. All full-time school based employees will work a minimum of one hundred eighty-five (185) work days per year.

1106 NORMAL WORKING HOURS

Normal working hours shall be as follows: 6 am to 2 pm, 5 days per week for all full time cooks, assistant cooks and head cooks. The work day shall include one twenty (20) minute paid break which may be scheduled to be coterminous with the employee's lunch break in order to accommodate the unique nature of the cook's work.

1107 WORK ATTIRE

The Board of Education will furnish each cook with three (3) shirts and pants each year, plus an allowance of \$50 for one pair of work shoes. Shoes must be closed toe, gym shoe type work shoes.

1108 HOLIDAYS

All cooks will have the following days as holidays when they fall on a working day:

Labor Day	New Year's Eve
Veterans' Day	New Year's Day
Thanksgiving	Martin Luther King Day
Christmas Eve	Lincoln's Birthday or President's Day
Christmas Day	

Should one of these holidays fall on a weekend, the employee shall receive on floating holiday to be used during that school year. Only one employee can use a floating holiday on any given day, and said floating holiday must be scheduled in advance and approved by the supervisor.

1109 SICK DAY PROVISIONS

1. All full-time cooks are entitled to 15 days of sick leave yearly. Sick leave shall be interpreted to mean personal illness, quarantine at home or serious illness or death in the immediate family. Immediate family is defined as parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law.

2. PERSONAL LEAVE - up to 3 days of the 15 days (or pro-rated number) granted in any one school year may be used for Personal Leave. Personal Leave is defined as that of a nature, which cannot be conducted on any other than a school day. The following guidelines shall be in effect regarding use of Personal Leave.

a. UNRESTRICTED LEAVE - Two personal days per year may be designated as "unrestricted" and the reason for it shall not be requested nor challenged, however, such days CANNOT be used on days immediately prior to or following a vacation or break. (Break is defined as any weekday when the employee is not scheduled to work for any portion of the day.)

In addition, a request MUST be submitted in writing, on the designed form, to the employee's supervisor at least 48 hours in advance.

Further, should unrestricted leave requests exceed available substitutes, some such leaves may be denied. Denials will be determined on the basis of the date such requests were received by the Administration.

b. REGULAR PERSONAL LEAVE shall not be used for a vacation, to extend a vacation and/or for recreational purposes in general. A request shall be submitted, in writing, on the designated form and given to the employees' supervisor at least 48 hours in advance. The 48 hour notification for regular personal leave only may be waived in cases of emergency. However, in those situations, the nature of the emergency must be given. A valid, specific reason must be given for regular personal leave and should be such that it can be substantiated by the employee if requested to do so by the Superintendent or his designee.

3. PHYSICIAN'S CERTIFICATE - The Board of Education may require a physician's certificate as a basis for pay during leave after an absence of 3 days for personal illness, or as it may deem necessary in other cases.

1110 MEDICAL INSURANCE

The Board shall negotiate with the Union on selecting and maintaining a program of Medical/Life insurance for Cooks.

All full-time Cooks are eligible to participate in the District's program of health/life insurance. Employees who work a minimum of six (6) hours per day totaling 30 hours per week are also eligible for insurance. The Board shall pro-rate the premium amount for employees who work less than 8 hours per day. In the first year of the contract, the Board will pay up to 50% of the cost of Full Family coverage (based on the cost of the lowest deductible) on behalf of any full-time Cooks eligible and participating in the insurance program. The Board shall pro-rate the premium amount for employees who work less than 6 hours per day totaling 30 hours per week. In subsequent years, the dollar figure shall be no less than in the first year of the contract.

The Board will offer multiple deductible options for Family/Dependent coverage. In addition, employees paying district health insurance premiums may elect to have those premiums sheltered through a plan approved and administered by the District.

If husband and wife are eligible for Board contribution for insurance they shall be carried as a Family Plan with the Board paying the entire premium. The insured's spouse will receive \$10,000 in Life Insurance Coverage. In the event the insured leaves the employ of the District, the remaining spouse is guaranteed coverage under the terms of the policy.

1111 BEREAVEMENT

All full-time employees are entitled to ten (10) bereavement days upon request and appropriate documentation in the case of a death in the immediate family. Immediate family for purposes of this Section shall be defined by the *Illinois School Code*. Any additional days required will be taken from the employee's sick leave days.

1112 VACANCIES

1. All vacancies shall be posted for three consecutive working days so that all employees shall be allowed to bid on them. The Union steward shall receive a copy of each job posting. If no bargaining unit member applies for, or is the most qualified candidate for a posted position, the District may fill the position from outside the bargaining unit. When an employee transfers to another position within this bargaining unit, there shall be a 90 day probationary period. At the end of said period, the employee may revert back to the previous position or the Superintendent may return the employee back to her original position.

1113 REDUCTION OF FORCE

Section 1: NOTICE TO UNION. In the event the Board determines that there will be a reduction in the number of Food Service employees, it will notify the Union and the affected employee at least thirty (30) days prior to termination.

Section 2: Reduction shall be done on a seniority basis. Should an employee designated for termination or reduction of hours have more seniority than other employee in her classification, that employee may bump the least senior person in that classification. The classifications shall be Head Cook, Assistant Cook and Cook.

Section 3: RE-EMPLOYMENT. In the event that a position becomes available in the classification within twelve (12) months of the termination due to a reduction in force, former employees shall be given first option for said position, provided they have qualifications for the available position. Offers shall be made on a seniority basis. A former employer is deemed to have waived all rights to recall if she fails to contact the Superintendent's office within seven (7) days after mailing of the employment offer.

Any employee re-employed within the recall period shall be entitled to the same number of accumulated sick days which she had prior to termination. An employee so re-employed shall be paid the contract wage rate for her classification and experience.

1114 SENIORITY

When an employee successfully completes their probationary period that employee's seniority will start from date of hire. In the event the district has to reduce staff, the reduction will take place of the laying off the least senior cook(s).

1115 CONTRACT MEETINGS

A contract administration meeting may be scheduled monthly between representatives from the cooks union and the Superintendent or his designee to discuss matters of concern. The meeting will be arranged at a time mutually satisfactory to the parties.

1116 UNION NOTIFICATION

Within ninety (90) days of the start of each school year, the Union shall be notified in writing by the District the following:

- a) Hirings, including the name, address, work locations, and classification;
- b) Terminations, including designation of "voluntary" or "involuntary";
- c) Transfers and/or promotions that have occurred within the prior ninety (90) days;
- d) A complete seniority list including name, classification and work location.

1117 FAIR SHARE

Section 1 Due Checkoff

During the term of this Agreement the Employer will deduct from each employee's paycheck the regular monthly Union dues for each employee in the bargaining unit for

whom a lawfully written authorization has been submitted to the Employer and such written authorization shall remain in effect for the term of this Agreement except that a written authorization may be revoked during the period between ninety (90) days and sixty (60) days prior to the expiration date of this Agreement or during any such other revocation period as provided by state or federal statute. In addition, upon receipt of a lawfully executed written authorization, the Employer will deduct from the employee's paycheck in four (4) equal installments an employee's initiation fee and remit the same to the Union.

The actual dues amount deducted shall be determined by the Union. The Union may change the dues structure once each year during the life of this Agreement by giving the District at least thirty (30) days' notice of any change in the dues structure. If an employee has no earnings or insufficient earnings to cover the amount of the dues deduction, the Union shall be responsible for collection of dues. The Union agrees to refund the employee any amounts paid to the Union in error on account of this dues deduction provision.

Section 2 Fair Share

During the term of this Agreement, all bargaining unit employees shall pay as a condition of their employment a fair share fee to the Union for collective bargaining and contract administration service rendered by the Union as the exclusive representative of the employees covered by this Agreement, provided that the fair share fee shall not exceed the dues attributable to being a member of the Union. Such fair share fees shall be deducted by the Employer from the earnings of non-members within thirty days from the employee's date of hire or within thirty days of the signing of this Agreement for employees on the payroll as of the effective date of this Agreement and remitted to the Union in the same manner and intervals as Union dues deducted. The Union shall periodically submit to the Employer a list of the employees covered by this Agreement who are not members of the Union and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election of or support of any candidate for political office or for any member-only benefit.

The Union agrees to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in *Chicago Teachers Union v. Hudson*, 106 U.S. 1066 (1986), with respect to the constitutional rights of fair share fee payers. It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the Union with respect to the fair share fee payers as set forth above shall be not subject to the grievance and arbitration procedure set forth in this Agreement.

Non-members who object to this fair share fee based upon bona fide religious tenants or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the affected non-member and the Union are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois Education Labor Relations Board and the payment shall be made to said organizations. Non-members

shall also be permitted to object to this fair share fee on any other basis permitted by state or federal statute.

Section 3 Indemnification

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

Section 4 SEIU COPE

The Union has established a political action committee, which is called SEIU COPE, Committee of Political Education. Union members may contribute voluntarily to this committee to support the political activities of the Union.

The Employer agrees to deduct the contribution amount established by the committee per pay period, from the wage of employees who voluntarily authorize in writing such deductions. Such amounts shall be forwarded thirty (30) days after the close of the pay period for which the deductions are made, or as soon as practicable for the authority to do so.

1118 DISCIPLINARY PROCEDURES

It shall be the responsibility of the District to bring to the attention of any bargaining unit deficiencies in said employee's work program or performance of any assigned work and, in writing, make a record of such conference. One copy of said record shall be provided to said employee. Upon the employee's written request, a record of disciplinary action shall be removed from the employee's personnel file after 2 years provided there has been no disciplinary action against the employee for the same or a similar infraction and provided the original infraction did not result in removal (suspension) from work.

Discipline will be for just cause. The District shall follow progressive disciplinary action as outlined below. However, the District reserves the right to impose a level of discipline appropriate to the conduct at issue for serious offenses without regard to whether prior less serious disciplinary action have been taken. The District shall have the right to determine the sequence for the following steps depending on the merits of each circumstance and will administer discipline in a timely fashion.

The Steps shall be as follows:

1. Verbal warning
2. Written warning
3. Three day suspension
4. One week suspension
5. Termination

Copies of all such written correspondence and disciplinary action(s) shall be provided to the employee. A copy of any disciplinary action(s) shall also be sent to the Union Representative.

1119 GRIEVANCE PROCEDURE

A grievance shall be defined as any alleged violation of a specific section(s) of this Agreement.

Step 1: In the event a bargaining unit believes that there has been a violation of this Agreement, the employee shall present the grievance to the immediate superior within 15 calendar days of the date of the employee first knew or should have known of the condition upon which the alleged grievance is based. The first step shall be informal.

Step 2: If the grievance is not resolved informally, the grievant shall then submit the grievance in writing, on a mutually agreeable form, to the Superintendent of Schools. The parties shall meet as soon as possible to resolve the grievance. Within 15 calendar days after the grievance is submitted to the Superintendent, he shall render a decision in writing on the grievance. In Step 2 and Step 3, the grievant shall have right to union representation.

Step 3: A grievant may proceed to Step 3 if not satisfied with the decision of the Superintendent within 15 calendar days of having received the Superintendent's decision. The grievant shall present the grievance to the School Board at the next regularly scheduled meeting of the Board. Within 15 calendar days of hearing the grievance, the School Board shall render a decision in writing on the grievance.

Step 4: If the grievance is not satisfactorily resolved at Step 3, the grievance shall proceed to binding arbitration.

The Union shall submit to the Superintendent, a written request on behalf of the Union and the grievant to enter into binding arbitration. This request must be submitted within twenty (20) days of receipt of the Superintendent's denial or the grievance shall be deemed to have been waived.

Arbitration Proceedings

The Union shall, within thirty (30) work days of the date of its written notice, advise the Federal Mediation and Conciliation Service in writing (with a copy of the Employer) of its desire to arbitrate the grievance and request a list of seven (7) arbitrators, all of whom must be members of the National Academy of Arbitrators. Within five (5) work days from the issuance of the list of arbitrators, the Union shall contact the Employer and the parties shall select an arbitrator. The selection of the arbitrator will occur in the following manner: The Employer and the Union shall first attempt to agree on an arbitrator. If the parties cannot agree on an arbitrator, the parties shall select an arbitrator by alternating the striking of names until only one (1) arbitrator is remaining. The Parties shall determine who shall strike the first name by a flip of a coin. The Union

and the Employer shall contact the arbitrator within five (5) work days of his/her selection to schedule a hearing.

Expenses for the Arbitrator's services shall be borne equally by the Board and the Union.

The decision of the Arbitrator shall be final and binding on the parties. The Arbitrator, in his opinion, shall not amend or modify, nullify, ignore or add to the provisions of the Agreement. The Arbitrator's authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the Board and the Union and his decision must be based solely and only upon his interpretation of the meaning or application of the express relevant language of the Agreement.

Participation

The Board acknowledges the right of the Union grievance representative to participate in the processing of a grievance at any level, and no employee shall be required to discuss any grievance if the Union's representative is not present.

No reprisals shall be taken by the Board or the Union against any employee because of the employee's participation or lack of participation in a grievance.

1120 SANITATION COURSE

Each employee will have the opportunity to apply for a State of Illinois Sanitation Certificate. The Director of Food Service will specify the location and time for the course to be attended. The Board of Education shall pay the cost of tuition and required text material only for the class offered by the District. If the employee is unable to attend the class due to limited seating, medical absence, delay of direction by the Director of Food Service and/or designees, the course opportunity will be made available for the next session. If an employee does not successfully complete the course the first time, that employee will be afforded another chance to receive a sanitation certificate at his or her own cost.

The District shall pay the cost of all initial and refresher courses offered in the District by an Illinois State Certified Instructor. Employees shall be paid their regular hourly straight time wage rate for all time attending the course and refresher course offered in the District and taking the test in the District if applicable. The District shall also pay the recertification fees.

1121 RETIREMENT

An employee shall be eligible for a six percent (6%) bonus in her final twelve (12) months of employment under the following conditions:

- 1) The employee is at least 55 years of age with at least 15 years of service with the School District; and
- 2) The employee gives formal written notice to the School District by December 1, 2015 of her intent to retire under an IMRF eligible retirement by June 30, 2016; or

- 3) Eligible employees shall notify the Board or designee in writing of his/her intention to retire by June 1 of the year previous to the retirement year.

All percentage increases designated in this provision shall be calculated on the employee's hourly rate from what was reported to IMRF in the month preceding the beginning of the first month of the employee's final twelve (12) months. All percentage increases shall be subject to the IMRF Creditable Earnings Limitation as set forth in Section 1103.1 of the Collective Bargaining Agreement.

1122 EFFECT OF AGREEMENT

The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties.

The Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in an amendment hereto during the duration of this Agreement.

The specific provisions of this Agreement shall supersede any Board policy or administrative guidelines which shall be contrary to said provisions.

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect.

It is mutually understood between the parties hereto that all powers, rights, authority, duties and responsibilities of the Board are conferred upon and vested in it by the statutes of the State of Illinois, and the Union agrees and consents that such statutes and any amendment, revision or repeal thereof, take precedence and shall automatically release the Board from any commitment set forth in the Agreement, to the extent that such commitment is in violation of the law.

1123 BOARD AUTHORITY

The determination and administration of school policy, the operation and management of the schools and the direction of employees are vested exclusively with the Board. It is the duty of all employees to carry out the policies and regulations as stipulated by the Board, so long as they do not conflict with terms of this Agreement.

The decision of the Board in matters pertaining to the determination and administration of school policy, the operation and management of the schools and the direction of employees shall be final.

1124 MILEAGE REIMBURSEMENT

Employees shall be paid the current District rate per mile when using their own vehicle for official business.

1125 NO STRIKE-NO LOCKOUT

1. The Union will not cause or permit its members to cause, and will not sanction in anyway, any work stoppage, strike, picketing or slowdown of any kind for any reason, or the honoring of any picket line or other curtailment, restriction or interference with any of the Employer's functions or operations.

2. The Employer agrees that it will not lock out its employees during the term of this Agreement.

1126 TERM OF AGREEMENT

This Agreement shall remaining full force and effect from July 1, 2014 until June 30, 2018. This Agreement shall expire at such expiration date unless it is extend for a specific period or periods by mutual written Agreement of the parties, or is replaced by a Successor Agreement.

In witness whereof, the parties heretofore have caused this Agreement to be signed by their respective representatives on the 10/20/15.

SEIU LOCAL 73

BOARD OF EDUCATION

Janet L. ...
FOOD SERVICE UNIT

Mark Fisher
PRESIDENT
Jane Waldron
SECRETARY

APPENDIX A

2014-2015 SALARIES

	2012- 2013	2013- 2014
0 - 1 yr	11.50	11.67
1 - 2 yrs	11.75	11.93
2 - 3 yrs	12.00	12.18
3 - 4 yrs	12.25	12.43
4 - 5 yrs	12.50	12.69
5 - 6 yrs	12.75	12.94
6+	13.00	13.20

	2014- 2015	2015- 2016	2016- 2017	2017- 2018
0 - 1 yr	11.73	11.79	11.90	12.05
1 - 2 yrs	11.99	12.05	12.17	12.32
2 - 3 yrs	12.24	12.30	12.43	12.58
3 - 4 yrs	12.49	12.55	12.68	12.84
4 - 5 yrs	12.75	12.82	12.95	13.11
5 - 6 yrs	13.00	13.07	13.20	13.37
6+	13.27	13.33	13.47	13.63

The head cook shall be paid a stipend of an additional \$1.00 per hour for completion of the duties of head cook.

Existing employees shall receive an additional .5% increase over their 2014-2015 wage for the 2015-2016 school year, an additional 1% increase over their 2015-2016 wage for the 2016-2017 school year, and an additional 1.25% increases over their 2016-2017 wage for the 2017-2018 school year.