

SUBSTANTIVE AGREEMENT

BETWEEN

THE BOARD OF EDUCATION

SCHOOL DISTRICT #165

And

CARBONDALE COMMUNITY HIGH SCHOOL EDUCATION ASSOCIATION
SERVICE EMPLOYEES INTERNATIONAL UNION
Local 316

CAFETERIA

July 1, 2021 - June 30, 2025

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ARTICLE I

RECOGNITION

1.1 The Board of Education of School District 165, Carbondale, Illinois, hereinafter referred to as the Employer, hereby recognizes Service Employees International Union, Local 316, Carbondale, Illinois, hereinafter referred to as the Union, as the exclusive bargaining representative for wages, hours, and all other conditions of employment for full-time and regular part-time Cafeteria employees of the District.

1.2 Full-time employees, for the purpose of the Agreement, shall be defined as:

all employees who have been assigned to a permanent job assignment and are regularly scheduled to work a minimum of 35 hours during their scheduled work week.

ARTICLE II

SCOPE OF BARGAINING

2.1 Both parties agree it is their responsibility to negotiate in good faith with respect to wages, working hours, fringe benefits, grievance procedure, and any mutually agreed upon matter not in conflict with existing statutes and laws.

ARTICLE III

BOARD RIGHTS

3.1 The Union recognizes that unless the full and exclusive control of School District 165 is specifically abridged by any provision of this Agreement, the Board and/or Superintendent has, whether exercised or not, the sole right, responsibility and prerogative to direct the operation of the District in all its aspects.

ARTICLE IV

STRIKE PROHIBITION

4.1 The Union agrees that, during the term of this Agreement, under no circumstances will it or any of its members authorize, or originate any strike or work stoppage. Strike or work stoppage shall be deemed to include slow-downs, sit-ins, concerted mass sickness, or any curtailment of work or interference with the operations of the school district, including picketing or demonstrating of any kind during school hours. The Union further agrees that it will not engage in any sanction activities or other types of boycotts against the Board, administration, or school district of its own initiation.

4.2 In the event of any action in violation of this provision, the Union shall mail notices immediately to all representative employees advising that such action is unlawful, in violation of this Agreement, and unauthorized by the Union. The Union shall further advise any and all employees involved, including notification to the communications and news media, if requested by the Board, that such employees are in violation of the Agreement and that all employees involved shall return forthwith to their regular duties. If the Union takes the foregoing steps and has not acted in violation of its obligations under the Agreement, it shall not be liable in any way for such activities.

4.3 The Board shall have the right to discipline, including discharge, any employee for taking part in any violation of this provision. In addition, any employee or employer violating this provision may be held liable by the Board for any and all damages, injuries and cost incurred as determined by a qualified court of law. Prior to taking of disciplinary or other actions enumerated herein the Board shall notify the Union, in writing, of its intentions.

4.4 In the event the Union does not adhere to, or abide by the provisions, it shall be liable for any and all damages, injuries and costs incurred by the Board as determined by a qualified court of law. In addition, the Board shall be entitled to injunctive relief for any violation hereof.

ARTICLE V

SENIORITY

5.1 Seniority shall date from the first day of hire as a full-time or regular part-time employee. The first day of hire shall be the first day of work. Seniority, for any purpose under this Agreement, (except purpose of bumping, which shall be classified seniority), shall be the employee's total years of service in the district. Each school year of employment shall be considered as one year of seniority.

5.2 Seniority, for the purpose of lay off, job bidding, bumping, or other specified purposes, shall be district-wide. In the event that two or more employees shall be hired at the same board meeting, the board shall designate the seniority standing at the time of employment. Such seniority standing shall be included in the hiring resolution recorded in the minutes of the Board.

5.3 In case of lay off in any classification covered by this Agreement, the least senior employee within the job classification affected will be laid off first. When laid off employees are called back to work, the procedure will be reversed; the most senior employee will be called back first.

5.4 No new employee shall be hired while any employee in classifications covered by this Agreement are on lay off, unless all laid off employees have been offered, in writing, the opportunity to work the hours for which the new employee would be hired. Refusal to return to work for fewer hours or a lower rate of pay than his/her former position provided shall not change any laid off employee's call back rights under this Agreement.

5.5 All new employees, either full-time or regular part-time, shall serve a probationary period of ninety (90) days. Upon successful completion of this probationary period, no employee shall be

required to take further tests or examinations or undergo any further probation within the same classification. The Board shall have the right to require the employee to undergo medical examinations either on a regularly scheduled basis or at any time at its discretion to assure the physical capabilities of the employee to meet the requirements of his/her assigned duties.

5.6 When through promotion, any employee moves from his/her regular assigned job classification to another, he/she shall serve a ninety-day probationary period within the new job classification. During this probationary period, he/she shall be evaluated by the Building Principal, and if such evaluation determines that the employee cannot fulfill the described job satisfactorily, he/she shall be allowed to return to his/her former job and assignment without loss of seniority. During such probationary period, he/she shall be paid in accordance with the established rate for the new classification. If returned to his/her former job, he/she shall assume his/her previous rate of pay.

5.7 Employee evaluations during these probationary periods shall be in writing and placed in the employee personnel file with a copy given to the employee. Such evaluations are not subject to grievance procedure, but are subject to review and discussion.

5.8 Seniority does not apply to the selection of the head cook. Preference to current cooks will be observed in the selection process of a new head cook but the selection of the head cook will be made by the Board of Education.

ARTICLE VI

HOURS OF WORK

6.1 The work shift shall consist of 1 full-time at 8 consecutive hours and 7 full-time at 7 consecutive hours. Each employee's schedule shall consist of five (5) consecutive days, Monday through Friday, except as otherwise agreed to by the employee, the Union, and the Employer. The work week shall begin at 12:00 A.M. on Sunday and end at 11:59 P.M. on Saturday.

6.2 Each work shift shall conform to the full-time schedule as set by the Board of Education.

6.3 The District shall provide a free meal for each employee covered by this Agreement. There is no scheduled lunch period.

6.4 Each employee covered by this Agreement shall be granted a fifteen (15) minute break during his/her morning work schedule.

6.5 All time worked in excess of 40 hours per week shall be overtime, and paid at the rate of time and one-half time that employee's regular rate of pay.

6.6 Any employee working in excess of three (3) hours past his regularly scheduled shift, without a break period of at least one (1) hour between the end of his/her regular shift and the start of his/her continuation work, following such paid lunch break, an additional thirty-minute paid lunch break shall be allowed. Meals during such breaks shall be furnished by the District.

6.7 All overtime must have the prior approval (except in emergency situations) of the Building Principal, the Business Manager, and the Superintendent. The approval must be in the above order.

6.8 When a full-time employee reports for work, as scheduled, and school has been canceled, the employee shall receive their hourly rate of pay for each hour worked, up to a maximum of 1.5 hours, unless notified otherwise at least one (1) hour prior to the beginning of the employee shift. Part-time employees will not work and will not receive compensation for any day that meals are not served, unless approved by the Building Principal.

6.9 When an employee is called back to work, such work not being a continuation of his/her regularly scheduled shift, he/she shall be compensated for a minimum of two (2) hours of work.

6.10 On any day while school is in session and meals are served, each employee shall work his/her normal, regular shift.

6.11 All time worked for any extra activity shall be on a continuous basis. The employee shall not be required to work split hours for such events and shall be paid for all time so spent in accordance with overtime provisions of this Agreement.

6.12 Any change in an employee's shift of more than a total of thirty (30) minutes before or after starting times, or in days off, or for a period longer than a total of one week's duration, shall be considered as disturbing that employee's job and shall entitle that employee, after notification to the Building Principal, to exercise his/her seniority and to 'bump' any employee in the district with lesser seniority, in any classification which the employee holds seniority.

6.13 That each employee covered by this Agreement will receive compensation based on their hourly rate of pay, for each hour worked, on any day that school is in session and meals are served. Work on days that school is not in session must have the prior approval of the Business Manager. All cooks are offered to work one day prior and one day subsequent to the school year for cleaning and inventory purposes.

ARTICLE VII

GRIEVANCE PROCEDURE

Definition: A grievance is a complaint by an employee or a group of employees involving an alleged violation, misinterpretation or misapplication of any provision of this Agreement.

7.1 The parties hereto acknowledge that the most desirable manner in which to settle a difference between an employee and the employer, involving a problem, or a grievance as defined above, is through an informal discussion. However, the resolution of any problem or grievance reached through informal discussion shall not be inconsistent with the terms of this Agreement.

- 7.2 Hearings and conferences under the first, second, third, and fourth steps of the grievance procedure shall be conducted at a time and place which will afford the aggrieved and his/her representative an opportunity to attend. If the hearings and conferences are held during working hours, all personnel whose presence is required shall be excused, without loss of pay for that purpose.
- 7.3 The failure of any employee or group of employees to act on any grievance within the prescribed time limits will act as a bar to any further appeal through this procedure. However, these time limits may be extended, when necessary, by mutual consent of the Employer and the Union.
- 7.4 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the aggrieved, except that the final resolution of any grievance may be contained in the personnel file.
- 7.5 All grievances must be submitted in writing and shall state the following:
- A. The nature of the grievance.
 - B. The specific clause or clauses of this Agreement allegedly violated.
 - C. The remedy requested.
- 7.6 In the event any employee covered by this Agreement shall have a grievance, it shall be reported, in writing, to his/her Building Principal, within seven (7) days from knowledge of this occurrence. The employee, the Union, and the Building Principal shall meet within seven (7) days in an effort to resolve the grievance.
- 7.7 If the employee and the Building Principal cannot resolve the matter satisfactorily within three (3) working days, then the grievance shall be presented, in writing, to the Business Manager of the School District. If the matter is not satisfactorily settled within five (5) additional working days, then the matter shall be submitted to the Superintendent of the District.
- 7.8 The Superintendent of the District and the Business Representative of the Union shall have seven (7) days to meet on the matter. If a decision is not reached at this level, it shall be referred to the Board of Education.
- 7.9 The Board shall meet, at their next regularly scheduled board meeting, in executive session, together with the aggrieved, the Union, and all affected parties to review the grievance and render a decision. If the decision does not resolve the grievance, a final step of binding arbitration shall be available.
- 7.10 The arbitrator shall be selected from the State Department of Labor in the following manner:
- 7.11 The Illinois State Department of Labor shall be requested to provide a list of five (5) arbitrators. Within five (5) working days following receipt of the list, the parties will meet and alternately strike one name at a time from the list until one name shall remain, and that one shall be the arbitrator. The decision of the arbitrator shall be final and binding on the parties. The first opportunity to strike a name shall be determined by a flip of a coin.
- 7.12 The arbitrator, in his opinion, shall not amend, modify, nullify, ignore or add to the provisions of

this Agreement, or the Substantive Agreement. His authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the Board and the Aggrieved. His decision must be based solely upon his interpretation of the meaning or application of the expressed documents involved in the grievance, as presented.

7.13 The arbitrator is empowered to include in any award such financial reimbursements or other remedies as he judges to be proper.

7.14 Expenses of the arbitrator, including the cost of the arbitrator's transcript, if one is required by him, shall be borne by the unsuccessful party to the arbitration proceedings. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.

7.15 If either party requests a transcript of the proceedings, that party shall bear the full costs of that transcript; if both parties order a transcript, the cost of the two (2) transcripts shall be divided equally between the parties.

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

ARTICLE VIII

HOLIDAYS

8.1 The following holidays, with regular rate of pay for the employee's normal scheduled hours of work, will be recognized and observed by all employees covered by this Agreement.

Should any holiday (s) be eliminated by the granting of a waiver by the ISBE, or through the action of Federal/State Authority, such holiday (s) will considered to have been removed from this agreement.

New Year's Eve	Memorial Day
New Year's Day	Thanksgiving Day
President's Day	Friday after Thanksgiving
Labor Day	Veteran's Day
Columbus Day	Christmas Eve
Good Friday	Christmas Day
Martin Luther King's Birthday	*Wednesday before Thanksgiving Day

***added the FY21 school year as per section VIII - 9.4.**

8.2 When any of the above-named holidays fall on a Saturday or Sunday, the following Monday and/or preceding Friday will be observed as a holiday, provided school is not in session. If an employee must work on a holiday because school is in session, an additional day off, with pay, shall be granted at a mutually agreeable time.

8.3 Should any employee be required to work on any day observed as a holiday, he/she shall be compensated at the rate of one and one-half times his/her regular rate in addition to his/her regular holiday pay, for all time so worked.

8.4 The Board of Education agrees that any other day declared as a school holiday shall be granted to the cafeteria employees if it should fall during the period this contract is in effect.

ARTICLE IX

SUBSTITUTES

9.1 Substitutes will be provided for regular employees who are absent from work provided that the employee shall notify his/her head cook at least two (2) hours prior to the starting time of their scheduled shift.

9.2 Any substitute employee shall be paid at the rate specified in this Agreement, relating to wages. Such employee shall be used only to assist or supplement the regular employee and shall not be permitted to perform the regular duties assigned regular employees except in the case of serving for a regular employee in his/her absence.

ARTICLE X

GENERAL PROVISIONS

10.1 Any employee working in a higher paying classification, on a temporary basis, shall be paid the higher rate of pay for all time so worked.

10.2 Leaves of absence, without pay, may be granted by the Board of Education to employees for reasons such as disability, family illness, and excessive sick leave. Such leave shall not be for more than one year, but may be extended upon review and approval by the Board of Education. Seniority will not accrue during such unpaid leaves of absence. Such employee, upon return from such leave of absence, shall return to his/her former position, if qualifications and seniority permit.

10.3 Each cafeteria employee shall be granted a uniform allowance of **\$75.00** per year.

10.4 In the event an employee authorizes withholding of membership dues in the Union for the school year, the following procedure shall be followed.

A. Notify the Superintendent, in writing, on or before June 1st of the amount to be deducted. If an employee is hired subsequent to June 15, a dues deduction may be authorized by notifying the Superintendent, in writing, within thirty (30) days after date of employment of the amount to be deducted.

B. The amount to be deducted shall be prorated and deducted from the employee's monthly paycheck no later than July or from the first full month's paycheck following employment and ending with the June 30 paycheck unless revoked.

C. All dues deducted shall be remitted to the Treasurer of the Union no later than fifteen (15) days subsequent to the monthly pay day.

D. Such authorization(s) shall not be revocable unless a written request has been filed with the Superintendent on or before June 15. The Union shall be notified, in writing, of the revocation.

E. The Union shall indemnify and hold harmless the Board of Education from any and all claims, demands, suits, and costs incurred in connection with any such claim, demand, and suit, resulting from any reasonable action taken or omitted by the Board and/or Superintendent for the purpose of complying with the provisions of this section.

10.5 Should any employee be required to attend any meeting he/she shall be paid for all time so spent in excess of thirty (30) minutes beyond his/her normal shift hours.

10.6 When any employee is authorized to use his/her personal vehicle for district business, he/she shall be reimbursed at the current IRS rate allowed per mile for all miles accumulated. Written approval for vehicle use shall be obtained prior to such usage.

10.7 The Board of Education shall pay the regular wages of any employee called to serve as a juror or subpoenaed as a witness by a court of competent jurisdiction if the employee called or subpoenaed endorses over to the District per diem monies exclusive of any reimbursable expenses received as a result of the call or subpoena. Immediately upon receiving notice of a call or subpoena, the employee must notify his/her Building Principal, in writing, indicating the date(s) of the absence and the expected date of return.

10.8 Medical examinations, when required as a condition of employment, or if requested by the Board of Education at any time during employment, shall be at the expense of the District.

10.9 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 its duration.

10.10 The Board of Education agrees to implement a payroll system that will provide paychecks twice a month for cafeteria employees. This system is to be implemented on or before June 30, 1981.

ARTICLE XI

LEAVES

11.1 The Board shall grant employees covered by this Agreement sick leave, with pay, in the amount

of ten (10) days for each school year. If any such employee does not use the full amount of leave thus allowed, the unused amount shall accumulate to a maximum available leave of one hundred and eighty (180) days at full pay, including the leave of the current year. Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household.

11.2 The Board may require a physicians' certificate, or if the treatment is by prayer, or spiritual means, that of spiritual advisor or practitioner of such person's faith, as a basis for pay during leave after an absence of three (3) consecutive days for personal illness, or as it may deem necessary in other cases.

11.3 Regular employees who do not utilize any sick leave during the school year, shall receive two (2) additional 'bonus' sick days as additions to their accumulated sick leave. Employees utilizing one (1) or more, but less than five (5) sick leave days during the school year shall receive one (1) additional 'bonus' sick leave day as an addition to their accumulated sick leave.

11.4 'Bonus' sick leave days shall not be included in the calculation of accumulated sick leave when determination of maximum allowable sick leave is made, but shall be in addition to such maximum accumulation.

11.5 The Board shall maintain a complete accounting of each employee's sick leave days and shall notify each employee of the number of accumulated sick leave days by the end of the first semester.

11.6 For the purpose of this section, "immediate family" shall include parents, spouse, brothers, sisters, children, (or individuals in that relationship), grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians.

11.7 Employees injured on the job and receiving workmen's compensation shall be allowed to use only that portion of their sick leave necessary to guarantee no loss in pay.

11.8 The Board shall grant two (2) full days of personal leave at full pay during the current school year. These days can be used for personal business and no reason for such leave need be given. Such leave shall be non-accumulative as personal leave days but shall be added to sick leave accumulation during the school year, if not used.

Employees taking leave for personal reasons shall be expected to notify their Principal(s), in writing, a minimum of forty-eight (48) hours in advance, except in the case of emergency. In all cases, personal leave days shall not be used during the first or last week of school or the day before or after a legal holiday.

11.9 In all cases, the employee shall be charged with only that amount of sick leave or personal leave actually used.

11.10 The Board of Education agrees that each employee covered by this Agreement upon leaving the service of the District in good standing after minimum of five (5) years of service shall receive pay for all accumulated unused sick leave up to one-hundred and eighty (180) days to be paid at the rate of \$5.00 per hour. The following illustrative table reflects minimum number of years and the percentage of sick days to be paid:

Five through nine years of service	- 15%
Ten through fourteen years of service	- 30%
Fifteen or more years of service	- 60%

11.11 The administration agrees to provide each staff member a copy of his/her sick leave statement which is turned in for his/her own personal record.

ARTICLE XII

FRINGE BENEFITS

12.1 The District will provide term life insurance in the amount equal to \$20,000 for each employee. In addition, employees will be offered the option to purchase additional insurance above the district paid insurance. Additional insurance cost will be the responsibility of the employees.

12.2 Accidental Death and Dismemberment insurance in an amount equal to 100 percent (100%) of the employee's annual salary rounded to the nearest one thousand dollars (\$1,000) shall be provided for each employee. The principal sum would be payable for loss of life due to accident or for loss of sight of both eyes, or the loss of both hands or feet. One-half (1/2) of this sum shall be payable for the loss of one foot, one hand, or the sight of one eye.

12.3 The Board shall provide a supplementary policy to cover certain personal property, excluding cash or jewelry and not to exceed five hundred dollars (\$500) for any one employee while on school premises and subject to other terms and provisions contained therein. The Union and any employee covered thereunder shall have the right at all reasonable times to make appointments to examine the insurance policy. The Board agrees to continue in force this or a similar insurance policy during the term of this Agreement, but the Board shall have no further obligation to indemnify or hold harmless employees for the loss of, or damage to, any of their personal property above the limits covered in this policy arising out of the course of their employment.

12.4 The Board shall provide hospital, surgical, and major medical insurance for all employees during the term of this Agreement. The Board will pay up to \$700.00 in 2021/22, 2022/23, 2023/24, 2024/25 toward a single plan. The Board will pay up to \$700.00 in 2021/22, 2022/23, 2023/24, 2024/25 towards a family plan. The selection of the insurance plan and/or company shall be the sole responsibility of the Board.

ARTICLE XIII

WAGE ADJUSTMENTS

<u>Classification</u>	<u>Current</u>				
	<u>FY 21</u>	<u>FY 22</u>	<u>FY 23</u>	<u>FY 24</u>	<u>FY25</u>
Head Cook	\$20.91	\$21.54	\$22.19	\$22.86	\$23.55
Cook	19.94	20.54	21.16	21.80	22.46
Cook (Hired 7/1/03-7/1/16)	14.84	15.29	15.75	16.23	16.72
Cook (Hired after 7/1/16)	14.12	14.55	14.99	15.44	15.91
Substitute	Minimum Wage		Minimum Wage		
<u>Hires after 7/1/16</u>					
(Starting Wage) Cook	13.31	13.85	14.27	14.70	15.15

Note: Employees' pension contributions will be put under the IMRF pickup plan. The tax paid on federal and state income tax shall be sheltered.

Wage Adjustments - Current Employees

<u>Classification</u>	<u>Employee</u>	<u>FY 21</u>	<u>FY 22</u>	<u>FY 23</u>	<u>FY 24</u>	<u>FY25</u>	<u>Date of Hire</u>
Head Cook	Hines	\$20.91	21.54	22.19	22.86	23.55	11/18
Cook	R.Mayhugh	19.94	20.54	21.16	21.80	22.46	11/94
Cook	Hickam	19.94	20.54	21.16	21.80	22.46	11/99
Cook	K.Behrens	14.84	15.29	15.75	16.23	16.72	6/02
Cook	Donahue	14.84	15.29	15.75	16.23	16.72	7/17
Cook	Broski	14.12	14.55	14.99	15.44	15.91	12/18
Cook	Hines, A.	14.12	14.55	14.99	15.44	15.91	4/19

ARTICLE XIV

TERM OF AGREEMENT


14.1 This Agreement shall become effective July 1, 2021, and continue in full force and effect until June 30, 2025.

14.2 Negotiations on a new Agreement shall begin on or before May 1, 2025 and it shall be the responsibility of the Union to submit a proposal for negotiation on or before the above date.


14.3 This agreement is signed this 18th day of March, 2021.

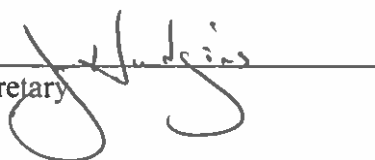
In witness of:

Service Employees International
Union Local 316
Carbondale, Illinois


Steward

for the Board of Education
of School District No. 165


Board President


Secretary