

AGREEMENT BETWEEN BOARD OF EDUCATION
BELLEVILLE TOWNSHIP HIGH SCHOOLS EAST AND WEST, DISTRICT
201

AND

UNITE HERE UNION LOCAL #74

2022-2023
2023-2024
2024-2025
2025-2026

TABLE OF CONTENTS

	Page
PREAMBLE	4
ARTICLE 1 RECOGNITION	4
ARTICLE 2 DEFINITIONS	4
ARTICLE 3 UNION SHOP, CHECK-OFF AND UNION FAIR SHARE	5
ARTICLE 4 MANAGEMENT RIGHTS	5
ARTICLE 5 EMPLOYEE DISCIPLINE	5
ARTICLE 6 NO DISCRIMINATION	6
ARTICLE 7 BARGAINING UNIT WORK	7
ARTICLE 8 NO STRIKE/NO LOCKOUT	7
ARTICLE 9 LABOR-MANAGEMENT COMMITTEE	7
ARTICLE 10 SENIORITY	7
ARTICLE 11 GRIEVANCE & ARBITRATION	8
ARTICLE 12 WORK SCHEDULE	11
ARTICLE 13 SICK LEAVE	11
ARTICLE 14 GENERAL PROVISIONS	12
ARTICLE 15 MEALS & UNIFORMS	13
ARTICLE 16 DEATH IN THE IMMEDIATE FAMILY	13
ARTICLE 17 JURY DUTY	14
ARTICLE 18 HOLIDAYS	14
ARTICLE 19 VACATIONS	15
ARTICLE 20 LEAVES OF ABSENCE	15
ARTICLE 21 JOB BIDDING/BUMPING PROCEDURE	16
ARTICLE 22 REDUCTION IN FORCE	17

ARTICLE 23	CLASSIFICATIONS	17
ARTICLE 24	WAGES	17
ARTICLE 25	HEALTH INSURANCE	18
ARTICLE 26	SEPARABILITY AND SAVINGS	20
ARTICLE 27	NEGOTIATIONS	20
ARTICLE 28	DURATION	21
	APPENDIX A	23

AGREEMENT

This Agreement made by and between **THE BOARD OF EDUCATION OF BELLEVILLE TOWNSHIP HIGH SCHOOL DISTRICT #201**, hereinafter referred to as "Employer" and **UNITE HERE UNION LOCAL #74**, hereinafter referred to as the "Union".

PREAMBLE

The purpose of this Agreement is to establish and maintain a harmonious relationship between the Union, the Employer and its employees. It is agreed that the fullest cooperation between the Employer and its employees is necessary to permit the maintenance of harmonious relations and therefore set forth herein rates of pay, hours of work and conditions of employment to be observed by the parties hereto, and that they will abide by this Agreement and all mutual understandings contained therein, it being their purpose to settle all differences without disturbance to industrial peace.

ARTICLE 1. REGOGNITION

SECTION 1. The School District recognizes the Union as the sole and exclusive bargaining agency for all regularly employed full-time and part-time cafeteria service employees, but excluding administrative personnel, supervisors, managerial, confidential, and short term employees as defined by the Illinois Educational Labor Relations Act.

SECTION 2. All employees will serve a sixty (60) working day probationary period. Upon the successful completion of the probationary period, the employee's hire date for seniority purposes shall revert back to the date of hire. The probationary period for all employees will commence on the first day of his/her employment and shall specifically apply to any currently employed employee who commenced work with the District on or after the first day of the 2017-2018 school year.

SECTION 3. This Agreement and any supplemental agreements hereto shall be binding upon the parties hereto, their successors, administrators, executors, and assigns.

ARTICLE 2. DEFINITIONS

SECTION 1. Full-time Employee: One who regularly works thirty (30) or more hours per week.

SECTION 2. Part Time Employee: One who regularly works fewer than thirty (30) hours per week.

SECTION 3. Measurement Period: An employee's status as full-time or part-time shall be determined on the basis of the employee's average hours worked during the prior fifty-two (52) week period. No employee shall fail to be classified as full-time due to time spent on FMLA or Military (USERRA).

SECTION 4. Working Day/Days: When used to determine time limits for notices, meetings,

posting and the Grievance and Arbitration process, "working day" means Monday through Friday, exclusive of fixed holidays under this Agreement and days on which the District is closed.

ARTICLE 3. UNION SHOP "CHECK OFF" AND UNION DUES

SECTION 1. It will be the responsibility of the District to notify the Union of any new employees hired.

SECTION 2. The employer shall honor employees' individually authorized dues deductions forms, and shall make such deductions from the employee's weekly payroll in the amounts certified by the union for the union dues, assessments, or fees. Employees that have executed a union dues deduction form may only revoke their authorization to withhold union dues between September 1 and October 1 each year. Employees that have not executed a union dues deduction form may only submit a dues deduction authorization form between September 1 and October 1. Newly hired employees will have 30 calendar days from the first day of work to complete a dues deduction authorizations form and failure to do so will preclude the employee from authorizing dues deductions until the next open enrollment period (September 1 to October 1).

SECTION 3. The Union shall indemnify and hold harmless the District, its Board members, officers, agents and employees, in both their individual and official capacities, from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of, or by reason of action taken by the District for the purposes of complying with the above provisions of this Article, or in reliance on any list, notice, certification of deductions or revocations, affidavit, or assignment furnished under any such provisions.

ARTICLE 4. MANAGEMENT RIGHTS

Except as specifically abridged by this Agreement, the Union recognizes that the management of the Employer's business and the direction of the work forces, including but not limited to, the right to hire, schedule, promote, suspend without pay or discharge for just cause, to assign work, to relieve Employees from duty because of lack of work, and to determine the methods and scope of operation is vested exclusively in the Employer. Management reserves all rights heretofore exercised by the Employer not in conflict with this Agreement.

ARTICLE 5. EMPLOYEE DISCIPLINE

SECTION 1. Employees that have not completed their 60 workday probationary period, may be disciplined, up to and including dismissal, at the District's sole discretion without just cause and without due process and such action shall not be subject to the grievance/arbitration provisions of this contract.

SECTION 2. For employees that have completed their 60 workday probationary period, the District shall adhere to the principles of progressive discipline, although nothing herein shall require the District to begin with the first step of the disciplinary progression if the employee's misconduct is sufficiently serious to warrant beginning at a higher level. Neither shall anything

herein prevent the District from skipping disciplinary levels if skipping levels is justified by the seriousness of the employee's misconduct.

Progressive discipline shall mean: 1. Oral warning, 2. Written warning, 3. Suspension without pay by the superintendent, 4. Dismissal. Each disciplinary event, including oral warning, shall be documented in writing, and copies shall be provided to the union president, the employee, and a copy shall be retained in the employee's personnel file.

NOTE: If an employee has not received any additional disciplinary action within 12 months after being issued a disciplinary action (verbal warning, written warning or suspension without pay), the employee shall go back one step on the progressive discipline schedule.

The parties agree that following the progressive discipline procedures establishes a presumption of just cause to suspend an employee without pay and/or discharge the employee.

The parties agree that the following non-exhaustive list of offenses committed by an employee for the first time shall constitute just cause to dismiss the employee without the use of progressive discipline:

- A. Violation of the District's policy prohibiting sexual harassment
- B. Theft and/or misappropriation of funds
- C. Unauthorized removal of District property from a District building
- D. Violation of the District's Drug and Alcohol Free Workplace policy
- E. Assault upon supervisors, other employees, or students
- F. Falsification of records (including official records, time sheets or tampering with time clocks)
- G. Falsification of a worker's compensation claim

SECTION 3. Only suspensions without pay and dismissal are subject to the grievance/arbitration provision. Employees shall receive written documentation of discipline within 10 days of Food Service Management becoming aware of an incident. An employee receiving an oral or written warning may request a meeting with a Food Service Manager to present reasons why he/she disagrees with the verbal or written warning and following the meeting the Food Service Manager's decision on whether the verbal or written warning will remain in effect shall be final. However, the employee may submit a written rebuttal to the verbal or written warning, and the employee's rebuttal will be placed in the employee's personnel file.

SECTION 4. Attendance Procedure

1 day or 2 or more consecutive days absent counts as 1 occurrence. If an employee is out of work for 3 or more days they will need to bring in a doctor's statement indicating they have been released to return to work.

Employees who are absent without a call in will be charged 2 occurrences. An employee who fails to call in and report to work as scheduled for 3 consecutively scheduled work days will be considered as having abandoned their position and employment will be terminated.

Tardy is defined as:

Clocking in more than 5 minutes late

*Leaving early

*Taking an extended break (more than 15 minutes)

*Working more or less than regular shift without prior approval

4 incidences of tardiness = 1 occurrence

5 occurrences = Oral warning-documented in writing

6 occurrences = Written Warning

7 occurrences = Suspension without pay or 2nd written warning

8 occurrences = Dismissal

Occurrences will be accumulated for a school year. Employees will begin each school year with no absences or tardies on their record in regards to this policy.

ARTICLE 6. NO DISCRIMINATION

The School District and the Union agree not to discriminate against any individual with respect to hiring, compensation, or any other terms or conditions of employment. The School District and the Union are committed to equality of treatment for all people and hereby pledge that there will be no discrimination against any individual due to his/her protected class under state or federal laws.

The School District and the Union are also committed to equality of treatment in employing and in terms and conditions of employment for handicapped person, disabled veterans, and Vietnam-era veterans.

For purposes of this Agreement, any term used herein which denotes sex, such as "he" or "she" shall be understood to refer to both male and female employees. The School District and the Union agree that there will be no discrimination by the School District and the Union against any employee because of his membership in the Union or because of any employee's lawful activity and/or support of the Union.

ARTICLE 7. BARGAINING UNIT WORK

SECTION 1. Supervisors will not perform bargaining unit work except as traditionally has been performed or when there are no unit employees to perform the work needed, or when such is necessary for legitimate and immediate needs or for the instruction of personnel. In no case shall supervisors or non-bargaining unit workers be utilized to erode the bargaining unit.

ARTICLE 8. NO STRIKE/NO LOCKOUT

During the term of this Agreement, it is mutually agreed that there will be no strikes or slowdowns in any form on the part of the Union and there will be no lockouts on the part of

management. It is understood that the School District has the right to discipline or discharge any employee who violates this provision.

ARTICLE 9. LABOR MANAGEMENT COMMITTEE

The Employer and Union agree that there shall be a Labor-Management Committee consisting of no more than three (3) individuals from each party. Committee members shall be designated, in writing, by each party to the other. Meetings will be held at mutually agreeable times and places so as to apprise the other of problems, concerns, and suggestions related to the operations and the work force, all with the aim of promoting better understanding between the parties. Meetings will be held within fifteen (15) days after either party so requests, but not more than one (1) time each month during the academic year. A written agenda shall be established for each meeting. Such meetings shall not be constructed as opening the Agreement for negotiations, nor shall any subject matter at the meetings constitute a step in the grievance procedure. Employees shall be paid at their regular hourly rate for time spent at Labor-Management Committee meetings.

ARTICLE 10. SENIORITY

SECTION 1. Seniority shall be defined as the length of the continuous service with the District based on the employee's initial first day of employment.

SECTION 2. Upon request in writing each six (6) months, the Union shall be furnished a seniority list of all bargaining unit employees. The list shall include names, addresses, classifications, Social Security number, current hourly rate of pay, and date of hire. In addition, the Union may request and receive not more than once each month, a list of bargaining unit employees showing names and hire dates. The lists of employees so mentioned in this Article shall be on a form furnished by the Union.

SECTION 3. Any employee's seniority shall end for the following reasons:

- (a) If the employee quits.
- (b) If the employee fails to return to work after a layoff within five (5) days after being notified by employer, unless a satisfactory reason is given.
- (c) If the employee's recall rights have expired following a layoff.
- (d) Termination for cause.
- (e) If the employee accepts other employment while on leave of absence without permission of the School District, or obtains a leave of absence under false pretenses, or fails to report to work at the expiration of his leave of absences.
- (f) If the employee has been on a medical leave of absence for more than one (1) year.
- (g) If the employee fails to report for work or fails to call-in for two (2) consecutive days unless

mitigating circumstances prevent their reporting.

ARTICLE 11. GRIEVANCE & ARBITRATION

SECTION 1. Definition. A grievance is a complaint by an employee, a group of employees or the Union involving an alleged violation, misinterpretation, or misapplication of any provision of this Agreement. For purposes of this Article, workdays shall mean days in which the District's administrative office is open for business.

SECTION 2. Statement of Basic Principles

- A. The parties acknowledge that the most desirable manner of resolving a problem, including a defined grievance, between an employee and the employee's supervisor or an administrator is through informal discussion. Any resolution reached through informal discussion shall not be inconsistent with the terms of this Agreement.
- B. Every employee shall have the right to present a grievance, with the approval of the Union, in accordance with the procedures established herein. If Union representation is requested, such representation may include one representative at any step of the grievance procedures and arbitration.
- C. All written grievances shall contain the following items:
 - 1. The nature of the grievance.
 - 2. The specific provision of the agreement which was allegedly violated.
 - 3. The remedy requested.
- D. Grievances may be withdrawn by the grievant or the Union at any step of the grievance procedure, without establishing a precedent. Grievances and/or arbitrations not filed, appealed or advanced to the next step within the designated time limits shall preclude further appeal provided there has been no mutual agreement of extension. If the employer's written decision has not been rendered within the time limits, the grievance shall be automatically advanced to the next step.
- E. If the Director and the grievant mutually agree, any step of the grievance procedure may be by-passed.
- F. Class grievance involving five (5) or more employees and one (1) or more supervisor(s) or administrator(s) may be initially filed by the aggrieved employees with the Director or the Director's designee. Each employee involved must sign the grievance and a Union representative must sign the grievance, and it must be filed with the involved supervisor or administrator, or, in the alternative, with the Director or the Director's designee, within twenty (20) working days of the occurrence.
- G. All records used as evidence in the processing of a grievance, including the final resolution, shall be filed in the personnel file of the aggrieved employee.

H. The Union will be entitled to all information necessary to investigate and process a grievance consistent with the Illinois Educational Labor Relations Act.

SECTION 3. Procedures

First Step

The aggrieved employee, with the approval of the Union, shall present the grievance in writing to the aggrieved employee's supervisor or administrator within ten (10) working days after the occurrence. The supervisor or administrator shall meet with the aggrieved employee within ten (10) working days after receipt of the written grievance. The supervisor or administrator shall make a decision with regard to the grievance within ten (10) working days after this meeting.

Second Step

If the grievance is not resolved in the first step; if the supervisor or administrator fails to make a decision within ten (10) working days after meeting with the aggrieved employee; or, if the grievance is filed as a class grievance, as herein before defined in this Article, the aggrieved employee, with the approval of the Union, may file the grievance in writing with the Superintendent within ten (10) working days after a decision has been reached in the first step or within ten (10) working days of the date on which the supervisor or administrator should have rendered such a decision.

Within fifteen (15) working days after the filing of the grievance with the Superintendent, a meeting shall be held between the aggrieved employee and the Superintendent or the Superintendent's designee in an attempt to resolve the grievance. The Superintendent or his/her designee, shall make a decision with regard to the grievance within fifteen (15) working days after this meeting. The decision shall be communicated to the aggrieved employee and Union.

Third Step

If the grievance is not resolved in the Second Step, or if the Superintendent or his/her designee fails to make a decision within fifteen (15) working days after meeting with the aggrieved employee, the Union may file for arbitration within (10) working days after a decision has been issued at the Second Step or within ten (10) working days of the last date on which the Superintendent or his/her designee should have rendered such a decision.

An arbitrator shall be selected from a list of arbitrators supplied by the American Arbitration Union.

Either party shall have the right to reject the entire list and request a new list. An arbitrator will be named in accordance with the AAA selection process.

Expenses of the arbitrator, including the cost of the arbitrator's transcript, if one is so requested, shall be borne equally by the Board and the Union. Each party to an arbitration proceeding shall

be responsible for compensating its own representatives and witnesses.

SECTION 4. Release Time

The grievant(s) and one Union representative will be entitled to paid release time if an arbitration hearing is held during the grievant(s) or Union representative's regular work hours. Employees that are required witnesses will receive paid release time only for the period of his/her actual testimony if the testimony is required during the employee's regular work hours.

SECTION 5. Transcript

If either party requests a transcript of the proceedings, that party shall bear the full costs for that transcript. If both parties order a transcript, the cost of the transcript shall be divided equally between the parties.

SECTION 6. Authority of Arbitrator

The Arbitrator shall have no power to alter the terms of this agreement and shall make no award for any violation not forwarded in a written grievance by the member(s) or Union, nor shall the Arbitrator have any jurisdiction to hear or issue a decision on a grievance if the employee and/or Union failed to comply with the time limit to file a grievance or a time limit to advance the grievance at any step of the grievance/arbitration procedures.

ARTICLE 12. WORK SCHEDULE

SECTION 1. A normal work year shall be governed in accordance with the school calendar as adopted by the Board of Education each year.

SECTION 2. The workday shall be determined by the Employer. The Employer shall have the right to designate which employees and the number of such employees who shall work. A workday shall be paid at the regular rate. A work day shall not exceed eight (8) hours, except that all hours over eight (8) hours in one work day shall be paid at one and one-half (1½) times the regular rate. All hours worked in excess of 40 hours in a work week shall be calculated and paid at one and one-half (1 ½) times the employee's regular straight time hourly rate of pay.

SECTION 3. When a regular employee is ordered to report for work at an operating cafeteria, the employee shall be compensated for no less than four (4) hour's pay.

SECTION 4. When an employee works in a higher rated job for one (1) hour more in any one day, the employee will be paid at the higher rate for all hours actually worked in the higher rated job. Pay will be calculated to the nearest hour.

SECTION 5. Any employee that reports to work and school is subsequently canceled will be compensated a minimum of one hour, or the employee will have the option of staying at work and completing a four hour work day.

SECTION 6. Illinois statute allows school districts to use up to five (5) E-Learning Days per school year during inclement weather. Any employee working under this agreement shall receive regular compensation during E-Learning Days.

ARTICLE 13. SICK LEAVE

SECTION 1. In accordance with the Illinois School Code, 105 ILCS 5/24-6, sick leave shall be interpreted to mean personal illness, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption. Immediate family shall include parents, spouse, domestic partner, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.

The school board may require a certificate from a physician as a basis for sick leave pay after an absence of 3 consecutive days and the employee shall pay the costs in obtaining the certificate. If the school board requires a certificate as a basis for sick leave pay during leave of less than 3 consecutive days, the school board shall pay the employee's office visit co-pay incurred by the employees in obtaining the certificate. For paid leave for adoption or placement for adoption, the school board may require that the employee provide evidence that the formal adoption process is underway, and such leave is limited to 30 days.

SECTION 2. Employees shall be granted sick leave in the amount of ten (10) days each year. Ten (10) days of fully paid sick leave will be earned each year at the rate of one day for each month worked will be granted until two-hundred (200) days of sick leave have been accumulated. Payment for sick leave shall begin with the first day. Any employee found to have abused sick leave benefits by falsification or misrepresentation shall thereupon be subject to disciplinary action up to and including discharge. Employees found guilty of abusing sick leave benefits will lose all accumulated sick days.

SECTION 3. The Employer will allow up to a maximum of three days (3) of "sick time" as personal time off with pay. Personal days will be granted on a first come, first served basis. The ability to provide efficient and effective service will determine the number of employees on personal days at any one time.

SECTION 4. Employees are required to provide the District with a physical examination, drug test, TB test and any other tests, as a condition of employment, as approved by the Board of Education of Belleville Township High School District #201. The Employer will pay for the physical at the medical facility of the Employer's choice.

SECTION 5. Upon bona fide retirement from the District with IMRF benefits, the retiring employee will receive a payout of up to ten (10) days of accrued sick pay. Any additional days will be turned in to IMRF for service credit. **However, the payment of sick leave days shall not cause the employees' IMRF creditable earnings to exceed 6% over his/her previous year's IMRF creditable earnings, and any payment of sick leave that would cause the employee's earnings to exceed the 6% limit will be paid to the employee 65 calendar days after his/her last day of employment as non-creditable IMRF earnings.**

ARTICLE 14. GENERAL PROVISIONS

SECTION 1. All cafeteria employees shall be responsible for preparing and serving of meals in the Belleville Township High Schools. They shall be responsible for the cleanliness of the kitchen, and shall see that meals are prepared in a sanitary way, etc.

SECTION 2. Employees shall not be charged for accidental breakage of merchandise or equipment. Employees will be charged if breakage is due to their negligence.

SECTION 3. In cases of emergency or when bargaining unit employees are not immediately available, the School District may require persons other than employees covered by this Agreement to perform the type of work covered by this Agreement.

SECTION 4. Employees shall be entitled to a rest period of fifteen (15) minutes "on the clock" for each four (4) hours worked. Management reserves the right to schedule rest periods.

SECTION 5. With prior notice to Food Service Management, the Union representatives shall be admitted to the School District premises at all reasonable times. However, union work cannot be performed while employees are on the clock. The Union may select or elect a Shop Steward in units that employ more than ten (10) employees.

SECTION 6. Payday shall be every Friday. In the event that payday should fall on a holiday, then payday will be on the prior workday.

SECTION 7. Drug Test: The District shall have the right to require an applicant to submit to a pre employment drug test as a condition of employment, with the cost of the test at the District's expense. At any time during an employee's employment, the District shall have the right to require an employee to submit to a alcohol breathalyzer test or drug test if the District has reasonable suspicion to believe that the employee is under the influence of alcohol or drugs during his/her work hours, with the cost of the test at the District's expense.

SECTION 8. Background Check: As a condition of employment, the District shall require an applicant to submit to a background check which includes a fingerprint-based Criminal History Records Information ("CHRI") check for both the State of Illinois and FBI; check of the Illinois Sex Offender Registry; check of the Murderer and Violent Offender Against Youth Registry; and a check of indicated findings with the Illinois Department of Child and Family Services ("DCFS"). The cost of the criminal background check shall be at the District's expense.

SECTION 9. The District will pay for the tuition and certificate for the employees to obtain their sanitation certification as mandated. Employees will be responsible for books and other materials that may be required. The District shall have just cause to terminate an employee that fails to obtain or maintain any mandated sanitation certification.

ARTICLE 15. MEALS & UNIFORMS

SECTION 1. The School District will furnish a meal for each meal period worked. The employee's meal period (30 minutes) will be taken "off the clock", on the employee's own time, as scheduled by the employer.

SECTION 2. If uniforms are required, it is agreed that the Employer shall at his own expense, furnish four (4) uniform shirts, four (4) hats and four (4) aprons and replace them as needed, and the employees will maintain them. The employees, on their part, agree to take good care of such uniforms and to wear them only in the course of their duties during workings hours, and during lunchtime. Upon the employee's separation from the School District, all uniforms shall be returned to the School District.

On Spirit Days and Fridays, employees will be permitted to wear appropriate school related shirts/tops with their uniform pants and shoes.

Employees will be reimbursed up to \$50.00 per school year for black work slacks and/or work shoes. In order for an employee to receive this reimbursement, the employee must submit a receipt(s) showing the amount that was paid.

ARTICLE 16. DEATH IN THE IMMEDIATE FAMILY

In the event of death in the immediate family, employees may use their sick leave. The term "immediate family" shall include parents, legal guardian, spouse, domestic partner, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law and sisters-in-law.

Each employee will be allowed up to three (3) days, deductible from sick leave, for a death outside the immediate family.

ARTICLE 17. JURY DUTY

SECTION 1. All regular employees who are summoned for grand jury or petit jury service and who present to the employer proper evidence as to jury service and the amount of compensation received for such service shall be paid up to a maximum of fifteen (15) days in any one (1) calendar year. Benefits paid shall be less any compensation received as juror and an amount equal to time lost at the straight-time hourly rate of pay or the Minimum Wage whichever is greater for each day of jury service performed. Benefits shall cover only regularly scheduled workdays of the absence falling in the normal workweek, pay for which the employee would have received if on the payroll and working during that pay period.

SECTION 2. The employee shall notify the supervisor/owner upon receipt of notification of jury duty.

SECTION 3. The School District shall make arrangements for time off, enabling the employee to comply with the notice. In the case of hardship to the Employer or the employee, the employee may be asked to request to the court a postponement of jury service to a more

convenient time. Arrangements of this kind must be made as soon as possible upon receipt of the notice of jury service.

ARTICLE 18. HOLIDAYS

SECTION 1. The School District agrees to recognize the days listed in Section 2 below as paid holidays. Employees shall not normally be required to work on these days, and holiday pay, in an amount equal to the average hours worked in the last three (3) months in which work was available prior to the holiday at the employee's current hourly rate will be paid to all employees who have completed their probationary period if they meet all other eligibility requirements. If an employee is off work on extended sick leave of absence, or on layoff, the employee will not be eligible for holiday pay. To be eligible for holiday pay, the employee must not be absent on the last scheduled work day preceding the holiday, or on the next scheduled work day following the holiday unless excused by the Employer or absent due to illness verified by a doctor's statement. To be considered for an excused absence, an employee must request off work for the day before or day after a holiday at least 10 working days prior to the holiday and the Employer will notify the employee in writing by 5 working days prior to the holiday if the employee will or will not receive holiday pay. If the School District should require an employee to work on a paid holiday, then the employee will be paid for all hours worked, and in addition, shall receive holiday pay in an amount equal to their normal schedule of straight-time hours.

SECTION 2. The following days shall be considered to be paid holidays and shall be observed as such in accordance with Section I above.

LABOR DAY

THANKSGIVING DAY

**COLUMBUS DAY
(OR 1 FALL BREAK DAY)**

FRIDAY AFTER THANKSGIVING

VETERAN'S DAY

NEW YEAR'S DAY

CHRISTMAS DAY

LINCOLN'S BIRTHDAY OR

MEMORIAL DAY

PRESIDENT'S DAY, WHICHEVER IS

**EASTER MONDAY
GOOD FRIDAY
(OR 2 SPRING BREAK DAYS)**

**DESIGNATED BY THE SCHOOL
DISTRICT)**

MARTIN LUTHER KING DAY

Should any of the aforementioned days fall on a Saturday or Sunday, then the day that is observed by the Board of Education shall be the one recognized by the School District.

ARTICLE 19. VACATIONS

All employees with one (1) or more years of service who have worked one hundred fifty (150) or more days in the previous school year shall earn a one (1) week (5 days) paid vacation to be taken during the Christmas and New Year's school vacation. Employees who have one (1) year or more of service who have not worked one hundred fifty (150) or more days in the previous school year shall earn a pro-rated share of one (1) weeks vacation on the basis of one (1) day earned for each thirty (30) days actually worked in the previous school year. Vacation pay shall be based on the average hours worked in the last three (3) months in which work was available prior to taking the vacation at the employee's hourly rate in effect when the vacation is taken.

Vacation pay will be paid as part of the last pay check before the Christmas and New Years Holidays.

ARTICLE 20. LEAVES OF ABSENCE

SECTION 1. Military Leaves of Absence will be granted in accordance with the provisions of applicable Federal and State Laws. Employees enlisting in or entering the military service of the United States, pursuant to the provisions of the Selective Service Act amended in 1967, shall be granted all rights and privileges by the Act.

SECTION 2. Personal Leaves of Absence without pay and benefits may be granted by the Employer for a period not to exceed thirty (30) calendar days duration for good and sufficient reason acceptable to the Employer. An additional extension requested in writing, up to thirty (30) calendar days, may be granted at the sole discretion of the Employer.

SECTION 3. On the job injuries must be reported to the Manager immediately who may refer the employee to the Employer's physician or Nurse. The job shall be the controlling factor, along with the Worker's Compensation Act of the State of Illinois, in determining how long the employee will be on industrial leave.

SECTION 4. A leave of absence for pregnancy shall be granted consistent with the eligibility and procedures set forth in the Family and Medical Leave Act.

SECTION 5. Employees shall be eligible for a medical leave of absence consistent with the eligibility and procedures set forth in the Family and Medical Leave Act.

SECTION 6. Medical leaves may be granted in the event of illness or injury (other than job related) requiring a specific period time off the job, the request will be supported by a medical statement from the attending physician. Requests may be approved initially for a period of time not to exceed thirty (30) calendar days. Extensions required in writing and supported by a doctor's statement may be granted in writing, up to thirty (30) calendar days, cumulative to a total of not more than one (1) year from the last day of active employment.

SECTION 7. Conditions of Leaves of Absence:

The following rules shall apply in all cases where an employee is granted a leave of absence for any reason:

- (a) The request must be in writing with appropriate support to substantiate the need for the leave.
- (b) Copies of all approved leaves of absence and extensions will be sent to the Local Union office.
- (c) All leaves will be granted without pay or benefits, except as provided elsewhere in this Agreement or as required under State of Illinois or Federal laws.
- (d) Employees returning from a leave of absence due to sickness or injury must present a doctor's certificate stating that they are able to return to work and perform all the normal duties with no restrictions.
- (e) Employees must report for work immediately upon expiration of the leave. Employees failing to report upon expiration will be considered a voluntary quit and dropped from the payroll.

SECTION 8. The School District agrees to abide by all Federal and State Statutes and laws regarding leaves of absences.

ARTICLE 21. JOB BIDDING/BUMPING PROCEDURE

When an opening occurs, the available job will be posted on the bulletin boards in the unit for three (3) working days. In filling the job, the District will and Union agree to the following selection procedures:

- 1. The most senior employee that timely applies for the vacant position and possess the minimum qualifications for the job will be selected. However, the District may, in its discretion, have the right to eliminate any applicant from consideration, regardless of the applicant's seniority, if the applicant has received a written warning or suspension without pay in the 12 month period prior to applying for the vacant position. The employee selected shall serve a thirty (30) workday probationary trial period, during which time the employee shall have the right to request to return to his/her previous job and the employer shall have the right to return the employee to his/her previous job, which decision shall not be subject to the grievance/arbitration provisions set forth in Article 11.
- 2. If no bargaining unit member applies within the 3 workday posting time limit or the District determines that none of the internal applicants are qualified, the District may fill the position with an outside applicant.

A copy of all job postings and the name of the person who successfully bids a job will be sent to the Union.

ARTICLE 22. REDUCTION IN FORCE

The reduction and layoff of staff and the reduction of work hours shall comply with the Illinois School Code, 105 ILCS 5/10-23.5. The separate job classifications include the following:

Lead Cook Cook Cashier
General Service

Although seniority is District wide, in the event the District decides to eliminate a position in a job classification, the least senior employee in the job classification will be displaced, at which time the employee will bump a less senior employee in any other job classification for which he/she is qualified to perform, the bumping will continue until the least senior employee cannot bump and that individual will be laid off.

Employees shall have recall rights consistent with the Illinois School Code, 105 ILCS 5/10-23.5.

ARTICLE 23. CLASSIFICATIONS

SECTION 1. The classification of employees is for the determination of their rates of pay, responsibilities and duties regularly assigned to them. Employees in all classifications are expected to perform any duties to which they may be temporarily assigned to a higher or lower rated job. Such assignment of work shall not be used for discrimination.

SECTION 2. Any new classifications that are to be initiated by Management and are not covered by the classifications listed shall be negotiated between this Employer and the Union before they are put into effect.

ARTICLE 24. WAGES

SECTION 1.

A. Contractual wages are set forth in Appendix A, attached to this contract, and will reflect the following wage increases:

- a. Effective July 1, 2022, all employees will receive a One Dollar (\$1.00) hourly rate increase. ****employees hired prior to August 1, 2010 will receive \$1.50****
- b. Effective July 1, 2023, all employees will receive a One Dollar (\$1.00) hourly rate increase.
- c. Effective July 1, 2024, all employees will receive a Fifty Cent (\$0.50) hourly rate increase.
- d. Effective July 1, 2025, all employees will receive a Fifty Cent (\$0.50) hourly rate increase.

B. Employees hired during the term of this contract will receive the following starting rates of pay:

	July 1, 2022	July 1, 2023	July 1, 2024	July 1, 2025
Lead Cook:	\$13.70	\$14.70	\$15.70	\$15.70
Cook:	\$13.50	\$14.50	\$15.50	\$15.50
Cashier	\$13.00	\$14.00	\$15.00	\$15.00
General Service	\$13.00	\$14.00	\$15.00	\$15.00

If at any time during the term of the Contract an employee's hourly rate is below the State of Illinois minimum wage rate, the District shall be obligated to pay the employee the state minimum wage rate. Returning employees whose hourly rate is below minimum wage will receive the starting rate plus the general wage increase for the year.

SECTION 2. The employee's required contributions to IMRF shall be deducted from his/her wages and deposited with IMRF. The employer shall make its required contributions to IMRF.

SECTION 3. Employees may choose to participate in a direct deposit system for payment of wages and compensation at a financial institution of their choice. If an employee does not have a financial institution, one will be made available by the employer at no cost.

ARTICLE 25. HEALTH INSURANCE

SECTION 1. The District will provide eligible employees with the Egyptian Trust Gold Plan automatically or comparable insurance plan for those employees taking the health insurance benefit. To be eligible, an employee must work or be paid a minimum of 30 hours per week. Each employees eligibility to participate in the Egyptian Trust Gold Plan or comparable insurance plan in each insurance plan year shall be determined on the basis of the employee's hours worked or paid (as such hours are defined by the District with respect to the eligibility of employees generally to participate in the insurance plans) in the fifty-two (52) week period ending on the last day of the first payroll period in the October preceding the commencement of such insurance plan year, or such other date in October of each year as the District shall select. No employee shall fail to be classified as full-time due to time spent on FMLA, Military (USERRA) or Summer Shutdown.

Employees who have been employed for less than one year as of the measurement date shall be classified as full-time or part-time in accordance with the procedures used by the Employer to classify partial-year employees under the benefits plan. In no event will an employee's classification or change in classification be effectuated in a manner that violates the Affordable Care Act ("ACA") or other applicable law.

SECTION 2. The District agrees to provide comprehensive major medical insurance for each employee and/or dependents. The District will pay for insurance up to Five Hundred

Seventy-One and 00/100 Dollars (\$571.00) per month, and the District and employee shall share equally in any cost in excess of those amounts. The District's contribution toward the cost of a District-sponsored HMO shall not exceed the cost of its regular insurance program. In addition to the payment for health insurance, the District will pay a maximum of 50% of the cost of the Employee and Family coverage under the Delta Dental High Plan (or equivalent) voluntary dental insurance plan made available by the District.

Employees may optionally choose to switch from the Gold Plan to other Egyptian Trust Plans or comparable insurance plan that the District makes available. All changes to an employee's insurance must be in accordance with Egyptian Trust Rules.

An employee may switch to the Silver plan which would require a 2 year commitment. The District will pay for health insurance up to Five Hundred Seventy-One and 00/100 Dollars (\$571.00) per month, and the District and employee shall share equally in any cost in excess of those amounts for employees choosing the Silver Plan.

An employee may optionally choose to switch to the Platinum Plan with the District continuing to pay premium benefits as if the employee was in the Gold Plan and the employee would pay the full cost of the upgrade to Platinum. No deductible reimbursement would occur for an employee in the Platinum Plan. Employees choosing to upgrade to the Platinum Plan must give one year's notice prior to the upgrade.

The District will pay the difference between the individual deductible amounts between the Platinum and Gold Plan based on the plan chosen by the employee (employee, employee plus spouse, employee plus child/children, or family plan).

For example, if the individual deductible amount for the Platinum Plan is \$400.00 and the individual deductible amount for the Gold Plan is \$600.00, and the employee pays \$500.00 for his individual deductible, the District would reimburse the employee \$100.00.

- 1 member \$200 reimbursed from District
- 2 members \$400 reimbursed from the District
- 3 + members not to exceed \$600 reimbursed from District.

Included in the above coverage shall be a major medical provision with a lifetime maximum benefit in effect by Egyptian Trust or applicable law.

The District shall provide each employee with access to a document outlining coverage under the health insurance plan. (<http://www.egtrust.org/>)

SECTION 3. Term life insurance in the amount of Ten Thousand and 00/100 Dollars (\$10,000.00) shall be provided for the employee only.

SECTION 4. The District's Insurance Committee, comprised of up to two administrators and one member from each of the affected Unions, shall be empowered to review and make recommendations on how the District should vote in the Egyptian Trust regarding any changes in

health coverage. A committee meeting will be held each year soon after the Egyptian Trust releases its recommended changes for the following year and before the meeting at which the Egyptian Trust votes on changes.

The District shall provide to each member of the committee the changes recommended by the Egyptian Trust Executive Board within ten (10) days after final approval of the Trust's Board. The Superintendent or his/her designee will consider the committees' recommendation for how to vote on any Egyptian Trust health coverage changes, but the Superintendent or his/her designee shall have the final authority to decide how to vote.

SECTION 5. Employees may opt out of medical or dental insurance, at no penalty, provided they provide written notification of their intent, whenever there are changes in coverage or premiums during each year of the contract. Once an employee opts out during the school year, the employee will be allowed to rejoin the Trust only with approval of the Trust.

SECTION 6. In the event the District leaves the Egyptian Trust, the District's Insurance Committee shall be empowered to review and make changes in health coverage at the time for renewal of the District's medical insurance policy. These changes shall be with the approval of the Union.

SECTION 7. Employer/Employee Premium Payments While on Summer Shutdown. During the months that the employee is on Summer Shutdown (June and July) the employer will continue to make its normal monthly premiums and the employee will be responsible for his/her monthly premium costs. Employees will be required to make arrangements with the District in May, prior to the end of the academic year, as to how they will pay their share of the premium during the summer shutdown period. Employees who fail to timely pay their premium during summer shutdown period will have this group insurance cancelled.

ARTICLE 26. SEPARABILITY AND SAVINGS

The parties agree that in the event any Federal or State laws are enacted that invalidate any portion of this Agreement, and said portion becomes null and void, that the balance of this Agreement will remain in full force and effect.

In the event any portion of this Agreement is invalidated by a State or Federal law and becomes null and void, the parties agree to commence negotiations within thirty (30) calendar days, to replace the invalidated (null and void) portion with a valid provision.

ARTICLE 27. NEGOTIATIONS

SECTION 1. The terms of the expired contract shall remain in effect until a successor contract is negotiated and ratified by the Board of Education and Union.

SECTION 2. Negotiations for a successor contract shall comply with the Illinois Educational Labor Relations Act, 115 ILCS 5, et seq. On or after January 1 in the last year of the contract, either party may serve written notice on the other part to commence successor contract

negotiations and the negotiations shall commence no later than 60 calendar days after service of said notice.

ARTICLE 28. DURATION

This Agreement shall become effective as of 1st day of July 2022 and shall remain in full force and effect until June 30, 2026.

For the purpose of sending a notice to commence successor contract negotiations, the School District address is:

BELLEVILLE TOWNSHIP HIGH SCHOOL DISTRICT #201
920 NORTH ILLINOIS STREET
BELLEVILLE, IL 62220

For the purpose of sending a notice to commence successor contract negotiations, the Union's address is:

UNITE HERE LOCAL #74
5585 Pershing Ave, Ste.
St. Louis, MO 63112

In witness whereof, the parties have executed this Contract by themselves or their duly authorized representatives this 21st day June, 2022.

BELLEVILLE TOWNSHIP HIGH SCHOOL
DISTRICT #201

DATE

UNITE HERE UNION, LOCAL #74

DATE

7/28/22

APPENDIX A

Food Service Employees					APPENDIX
I	I	I	I		
Employee Name	I	I		16-17	17-18
					\$0.50
I	I	I	I		
ALVEY, TERRIL				\$13.84	\$14.84
I	I	I	I		
I	I	I	I		
BELL, BETH A				\$14.10	\$15.10
I	I	I	I		
I	I	I	I		
BLAND, DEBORAH				\$8.72	\$9.72
I	I	I	I		
I	I	I	I		
BOWDEN, DAVID W				\$8.72	\$9.72
I	I	I	I		
I	I	I	I		
BROOKS, BEVERLY J				\$13.42	\$14.42
I	I	I	I		
I	I	I	I		
COOPER, CHRISTINA L				\$9.22	\$10.22
I	I	I	I		
I	I	I	I		
COOPERWOOD, SHAROND				\$8.97	\$9.97
I	I	I	I		
I	I	I	I		
CRINER, DELORES A				\$10.27	\$11.27
I	I	I	I		
I	I	I	I		
DRENNAN, KELLI A				\$13.84	\$14.84
I	I	I	I		

I	I	I	I			
DRUSE, SHIRLEY A				\$10.40	\$11.40	\$11.90
I	I	I	I			
I	I	I	I			
ERTEL, RENE C				\$13.42	\$14.42	\$14.92
I	I	I	I			
I	I	I	I			
GOODWIN, TAMMY L				\$8.72	\$9.72	\$10.22
I	I	I	I			
I	I	I	I			
GRAHAM, ROSLYN				\$8.72	\$9.72	\$10.22
I	I	I	I			
I	I	I	I			
GRUNWALD, RUTH A				\$13.50	\$14.50	\$15.00
I	I	I	I			
I	I	I	I			
HEARD, JAYNE M				\$13.42	\$14.42	\$14.92
I	I	I	I			
I	I	I	I			
HOFFMAN, CARMEN D				\$13.42	\$14.42	\$14.92
I	I	I	I			
I	I	I	I			
HUFF, CYNTHIA L				\$14.10	\$15.10	\$15.60
I	I	I	I			
I	I	I	I			
JACKSON, WENDY L				\$13.50	\$14.50	\$15.00
I	I	I	I			
I	I	I	I			
KELLY, PHYLLIS J				\$13.50	\$14.50	\$15.00
I	I	I	I			
I	I	I	I			
KENNEY, LYND A				\$9.05	\$10.05	\$10.55
I	I	I	I			
I	I	I	I			

KING, SANDRA D	\$8.80	\$9.80	\$10.30
I I I I			
I I I I			
KOLESZAR, KATHY M	\$10.10	\$11.10	\$11.60
I I I I			
I I I I			
MACOVEY, LISA R	\$13.42	\$14.42	\$14.92
I I I I			
I I I I			
MAY, BARBARA J	\$13.50	\$14.50	\$15.00
I I I I			
I I I I			
MITCHELL, KEISHA L	\$13.42	\$14.42	\$14.92
I I I I			
I I I I			
PATTUMMA, KANYA	\$13.42	\$14.42	\$14.92
I I I I			
I I I I			
RILEY, MILDRED D	\$13.42	\$14.42	\$14.92
II I I			
II I I			
SIMON, DONNA F	\$8.72	\$9.72	\$10.22
II I I			
II I I			
SPENCER, DONNA D	\$13.50	\$14.50	\$15.00
II I I			
II I I			
STEPHENS, MARY F	\$13.50	\$14.50	\$15.00
II I I			
II I I			
VIDMAR, SANDRA P	\$9.47	\$10.47	\$10.97
II I I			
II I I			
WITTENBRINK, PHILLIP R	\$13.17	\$14.17	\$14.67
II I I			
II I I			

WREN, BARBARA J	\$13.42	\$14.42	\$14.92
II I I			