

Working Agreement
Between
Venice CUSD #3
And
Service Employees International Union
Local #98
(Food Service Workers)

July 1, 2014 –June 30, 2018

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Recognition

1. The Board has recognized the Service Employees International Union, Local 98 as the sole and exclusive bargaining agent for all regularly employed full-time and part-time cooks and food service workers (hereinafter referred to as "Cooks").
2. The organization elected by the personnel shall become or remain the sole and exclusive bargaining agency for said personnel upon the expiration of the Working Agreement then in effect. Unless a change is effected by an election, the Union shall continue as the sole collective bargaining agent even after the expiration of this agreement.
3. The School Board will neither negotiate nor make collective bargaining agreements with any of its employees in the bargaining unit covered hereby unless it be through duly authorized representatives of the Union.

Management Rights

1. The Board of Education, on its own behalf of the electors of the Board of Education, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Illinois and the Constitution of the United States of America.
2. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board of Education in adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent that such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States of America.
3. The Board of Education shall not be required to bargain over matters of inherent managerial policy, which shall include but not be limited to such areas of discretion, such as the functions of the Board of Education, standards of service, its overall budget, the organizational structure and selection of new employees and direction of employees.

This agreement shall represent the full and complete working agreement by and between the Board and Union, subject only to modification or repeal of any provision by the Illinois *School Code*.

VACATION

1. Unless approved by the Superintendent, vacation shall normally be taken during the period from June 01, to August 31. If the immediate supervisor shall consider it advisable to scheduled vacation during a period other than indicated above, same shall be

permitted by approval of the Superintendent. The Board will allow an exception to this rule by allowing such employee (2) days of vacation time which may be used during the school year, not including days when school is in session.

2. If vacation is taken at a different time than June 01 through August 31, and more than one person asks for that period of time, it shall be allotted on a rotating basis each year in order of seniority.
3. The following schedule will be used for the determination of twelve (12) month employees, and the only cook entitled to vacation pay during this agreement is the Head Cook.

2 months.....1 day	1 yr & 6 months.....8 days
4 months.....2 days	1 yr & 8 months.....9 days
6 months.....3 days	1 yr & 10 months.....10 days
8 months.....4 days	5 yr.....15 days
1 yr. & 2 months...6 days	10 yrs.....20 days
1 yr. & 4 months...7 days	15 yrs.....23 days
	35 yrs.....25 days

Sick Leave

All employees who are eligible to participate in the Illinois Municipal Retirement Fund under the “600-Hour Standard shall be granted fourteen (14) sick leave days per school year for fulltime head cook. Less than 8 hours per day employees will receive prorated sick leave commensurate to the average daily hours. If any such employee does not use the full amount of annual leave thus allowed, the unused amount shall be allowed to accumulate to a maximum of 250 days, including leave of the current year.

Employee use of sick leave shall be consistent with and subject to provisions set forth in the Illinois School code, 105 ILCS 5/24-6.

Personal Leave

A bargaining unit employee may be granted up to two (2) paid personal leave days per year. Use of personal leave is limited for the sole purpose of allowing an employee to be absent from work because his/her personal presence is necessary to attend to a personal matter that cannot otherwise be scheduled outside the employee’s regular work hours. An employee must submit a written request to use personal leave days, stating the reasons for the leave, at least four workdays in advance. If there is an emergency, of a serious and personal nature, which the employee could not have anticipated or avoided, they may give notice by phone or e-mail as early as possible and specify the reasons for requesting the personal leave. An employee’s use of a personal day is subject to the prior approval and at the discretion of the Superintendent and/or his/her designee.

Funeral Leave

Funeral leave for death in the "immediate family." This is defined as deaths of parents, spouse, brothers, sisters, children (including stepchildren), grandparents, grandchildren, parent-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, and legal guardians. Up to five days per year are allowed and are not counted against emergency sick leave. If required by the Superintendent, members shall be required to furnish written proof of relationship to the deceased (copy of death certificate, obituaries, etc.)

Reductions in Force

Any reductions in force of bargaining unit members shall be conducted in accordance with the Illinois School Code, 105 ILCS 5/10-23.5. Employees laid off under a reduction in force shall have recall rights in reverse order of seniority in accordance with the Illinois School Code, 105 ILCS 5/10-23.5.

Notice of recall shall be sent to the employee by certified mail, provided that the employee must notify the employer of his/her intention to return within three (3) business days after receiving notice of recall. An employee that fails to respond to the recall notice within the three (3) business day time limit shall waive his/her right to the position and future recall rights. The employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee on layoff status to provide the employer with his/her current mailing address.

Seniority

Employees shall begin to acquire seniority on the date they commence full time employment with the Employer in a position covered under this Agreement. If more than one (1) employee has the same start seniority date, seniority ranking shall be by date of application.

In the event of a vacancy or the creation of a new position, bid sheets will be sent to all cafeteria employees and must be returned by the due date. Bids will be filled with the Business Agent of Local #98. Selection of the candidate shall be made by: a.) seniority; b.) minimum job qualifications. The ability to perform the duties will be assessed after sixty work days of the change in position. If the probationary candidate is unsuccessful in the new position, they will be returned to the previous position.

Vacancies

Except in cases of emergency, all permanent vacancies within the bargaining unit that the Board decides to fill, and is not filled by a voluntary or involuntary transfer, shall be posted for five work days. All employees under this Agreement may submit an application in writing for any vacancy that is posted. If the vacancy occurs during a time when school is not in session, then

the Union President shall be mailed a copy of the posting.

Work Year and Work Hours

Head Cook: Up to a maximum of 176 student attendance days per school year
Additional 10 days to open/close kitchen, which days will be designated by the Superintendent
Summer school days when offered and needed
8 hours per day / start and end times established by the Superintendent

Cook: Up to a maximum of 176 student attendance days per school year
Summer school days when offered and needed
6 hours per day / start and end times established by the Superintendent

Medical Insurance

The Board of Education will furnish Group Major Medical Insurance Coverage for all full- employees covered by the agreement. Full-time employees will be defined as eight hours per day for 180 days per academic year.

The Venice School District will pay a percentage (69%) of the cost for medical insurance for bargaining unit members for each year of the agreement. This will remain in effect indefinitely unless changed through the collective bargaining process.

The Board will receive all dividends occurring under all insurance plans.

Pay Rates

Steps	Cook	Head Cook	
1	\$ 12.25	\$ 14.21	FY15
2	\$ 12.61	\$ 14.64	FY16
3	\$ 12.99	\$ 15.08	FY17
4	\$ 13.38	\$ 15.53	FY18
5	\$ 13.78	\$ 16.00	
6	\$ 14.20	\$ 16.48	
7	\$ 14.62	\$ 16.97	
8	\$ 15.06	\$ 17.48	
9	\$ 15.51	\$ 18.01	
10	\$ 15.98	\$ 18.55	

Perfect Attendance Bonus

Any member of the District's regular secretarial staff employed for four (4) or more hours per day and who has had a perfect attendance record for any month by having been neither absent or tardy, shall receive a bonus of \$25.00 for each month in which such perfect record was maintained. All attendance bonus money for the work year shall be paid the second pay period in June for employees working less than 12 month. Twelve month employees shall receive attendance bonus money the 1st pay period in July.

Miscellaneous

All members of Local #98 may be required to attend workshops, training sessions, etc. that are designed to improve cost effectiveness and performance efficiencies of one's job.

Fair Share

Any present or future employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share of the cost of the collective bargaining process and contract administration. The fair share fee shall not exceed the amount of dues and fees uniformity of Union members.

A Payroll Deduction

With respect to any employee who is not a member of the Union, the Employer shall deduct from the wages of the employee, the dues and/or financial obligations uniformity required of Union members. The full amount of dues and/or financial obligation collected in this manner shall be in accordance with a schedule to be submitted to the Employer and the Union during the 15 day period immediately preceding the expiration date of the Agreement.

B Fair Share Fees

Fair share fees shall be deducted according to a schedule submitted to the Employer by the Union. Fees collected in this manner shall be paid to the Union along with dues collected during that time period as provided by the law.

C Religious Exemption

Employees having a bona fide religious objection to financially supporting a labor organization may elect to contribute an amount equivalent to the fair share fee to a designated non-religious charity. The employee and the Union shall mutually agree upon the charity so designated, otherwise, the charity shall be selected as provided by applicable Illinois law.

D Preservation of the Bargaining Unit

The Employer recognizes the integrity of the bargaining unit, and shall not take any action directed at eroding it. Except in a bona fide emergency, non-bargaining unit employees of the Employer shall not perform bargaining unit work to the extent that it would regularly deprive bargaining unit employees of hours of work or overtime opportunities.

E The Union shall indemnify and hold harmless to the Board of Education, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of complying with the above provision of this article, or in any provisions.

GRIEVANCE PROCEDURES

1. Definitions

Grievant: A Grievant is any bargaining unit employee(s) or the Union.

Grievance: A Grievance shall be: interpreted as any claim by the Union or any employee(s) covered by this agreement that there has been a violation, or misapplication of the terms of this Agreement.

Days: All time limits in days shall consist of work days except as otherwise expressly provided.

2. Informal Procedure

The parties hereto acknowledge that it is most desirable for an employee and the employee's immediately involved supervisor to resolve problems through free and informal communications. When requested by the employee, a Union representative may accompany the employee to assist in the informal resolution of the grievance. If, however, the informal process fails to satisfy the employee or the Union, a grievance may be processed as follows:

3. Formal Procedure: Step 1

If, however, the informal process fails to satisfy the grievant, as outlined in paragraph 2, a grievance shall be processed as follows:

The employee or the Union shall present the grievance in writing to the immediately involved supervisor within fifteen (15) days of the event, act, or occurrence giving rise to the grievance.

The written grievance shall state the nature of the grievance, include sufficient facts to explain and investigate the grievance, note the specific clause or clauses of the agreement allegedly violated, and state the remedy requested.

The immediately involved supervisor shall arrange with the grievant for a meeting to take place within ten (10) days after the immediately involved supervisor's receipt of the grievance. The supervisor shall provide the grievant with a written answer to the grievance within ten (10) days of the meeting.

4. Formal Procedure: Step 2

In the event a grievance has not been satisfactorily resolved at Step 1, the grievant may file a copy of the grievance with the Superintendent or designee within ten (10) days of the First Step response, or within ten (10) days after the First Step response was due.

Within ten (10) days after such written grievance is filed with the Superintendent under this Second Step, the Superintendent shall arrange with the grievant for a meeting to take place within ten (10) days of the Superintendent's receipt of the grievance. The Superintendent or designee shall provide the grievant with a written response to the grievance within ten (10) days of the meeting.

5. Formal Procedure: Step 3

If the Union is not satisfied with the results of Step 2 decision, the Union may submit the grievance to final and binding arbitration through the American Arbitration Association which shall act as the administrator of the proceedings. If a demand for arbitration is not filed with the American Arbitration Association within 15 days of the date of the Step 2 response or the date the Step 2 response was due, then the grievance shall be deemed withdrawn and not subject to any further appeal before an arbitrator. The arbitration shall be conducted in accordance with the American Arbitration Association's Labor Arbitration Rules. The arbitration hearing shall be held at the District's offices.

6. Authority of the Arbitrator

The arbitrator shall have no power or right to amend, modify, nullify, ignore, add to, nor subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall have no authority to make a decision on any issue not identified in the initial grievance. The arbitrator shall be without power to make decisions contrary to or inconsistent with applicable federal or state law. The arbitrator's decision shall be based solely upon his/her interpretation of the meaning or application of the specific terms of this Agreement based on the evidence and testimony presented at the arbitration hearing. Consistent with these provisions the arbitrator shall have the authority to make an award and to order an appropriate remedy, if applicable. However, the arbitrator shall have no authority to impose a monetary award unless the grievant establishes that a violation of the Agreement resulted in an actual monetary loss. The award of the arbitrator shall be final and binding.

7. Time Limits

Time limits set forth in this Article may be extended by mutual written agreement of the Union and the Employer. Failure on the part of the grievant to meet any time requirement shall be

interpreted as terminating the grievance/arbitration and the Employer shall have no further legal obligation to process the grievance/arbitration. Failure on the part of the Employer to meet any time requirement shall allow the grievant to advance the grievance to the next step of the procedure.

8. Mutual Agreement to Bypass Step(s)

By written agreement of the Superintendent and Union, the parties may mutually agree to waive any step of the grievance procedure.

9. Processing of a Grievance/Arbitration

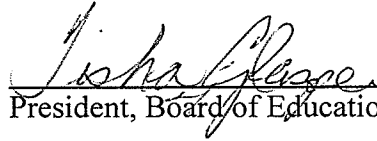
The processing of a grievance and/or arbitration shall not interfere with or interrupt the operations of the District. The employee must obtain the prior approval from the appropriate supervisor for any grievance-related time off and, if approved, the time off shall be without pay.

10. Cost of Arbitration Hearing


Each party will bear the full cost for its representation in the arbitration. The fees and the expenses of the arbitrator and American Arbitration Association shall be shared equally by the parties. If either party requests a transcript of the proceedings, that party shall bear the full cost for the transcript. The parties may agree to share the cost of all transcripts, including that furnished to the arbitrator.

If either party requests the postponement of an arbitration hearing, that party shall notify the American Arbitration Association and the other party of the postponement, and pay the arbitrator's postponement fee, if any. If the parties mutually agree to postpone the arbitration hearing, then the parties shall share equally in the cost, if any, of postponing the hearing.

**Board of Education
Venice CUSD #3**

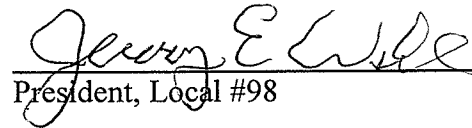


President, Board of Education

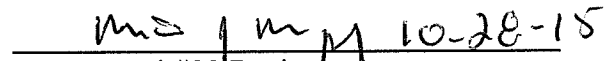


Superintendent
Venice CUSD #3

**Service Employees International Union
Local #98**



President, Local #98



SEIU Local #98 Business Agent