

AGREEMENT

Between

**QUINCY SCHOOL DISTRICT 172
BOARD OF EDUCATION**

And

**QUINCY FEDERATION OF
FOOD SERVICE WORKERS
LOCAL 6426**

September 1, 2008 – June 30, 2012

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PREAMBLE

This agreement ("Agreement"), between the Board of Education ("Board") of Quincy School District No. 172 ("District"), Adams County, Illinois, and the Quincy Federation of Food Service Workers, Local 6426, affiliated with the Illinois Federation of Teachers, American Federation of Teachers, AFL-CIO, ("Union"), incorporates a number of understandings which derive from the parties' commitment to establish and maintain a harmonious working relationship and the recognition by the Board and the Union that they have a common responsibility to work together toward the achievement of this goal. It is the intent of both parties that the relationship that results from this Agreement be one of good faith and mutual respect.

ARTICLE I RECOGNITION

- 1.1 The Board recognizes the Union as the sole and exclusive negotiating agent for all cooks, kitchen helpers, cafeteria clerks, lunch room monitors and cafeteria coordinators (who work at least three hours per workday) ("Food Service Worker(s)") but excluding all supervisors, managerial employees, confidential employees and short-term employees as defined in the Illinois Educational Labor Relations Act, all Head Start and Early Childhood cooks who are already represented by the SEIU and all other employees.
- 1.2 The Board agrees not to enter into contract negotiations in regard to hours, wages, and working conditions with any individual, group, or organization of Food Service Workers covered by this Agreement, other than its duly elected representatives, for the duration of this Agreement. Nothing herein shall preclude individuals or other organizations from presenting their views and recommendations to the Board or administrative staff at any time.
- 1.3 Definitions

As used in this Agreement, the following definitions will apply:

- .1 Agreement – agreement between the Board and the Union.
- .2 Bargaining Unit - employees of the District as listed in Paragraph 1.1 of this Agreement.
- .3 Board – The Board of Education of the District.
- .4 Food Service Worker - a member of the Bargaining Unit, unless otherwise specified.
- .5 day(s) - a calendar day, unless otherwise specified.
- .6 District – Quincy School District #172, Adams County, Quincy, IL.

- .7 Grievance – a written complaint by a Food Service Worker or the Union that there has been an alleged violation, misrepresentation, or misapplication of the specific provision of this Agreement.
- .8 Grievant – a Food Service Worker or the Union who presents a Grievance.
- .9 Immediate Family – parent(s), step-parent(s), spouse, brother(s), sister(s), child(ren), foster child(ren), as defined by the DCFS, grandparent(s), grandchild(ren), dependent(s), as defined by the IRS, and legal guardian(s) or the corresponding relative of the Food Service Worker’s spouse.
- .10 Superintendent - the superintendent of the District or his/her designee unless otherwise specified.
- .11 Union – Quincy Federation of Food Service Workers, Local 6426, affiliated with the Illinois Federation of Teachers, American Federation of Teachers, AFL/CIO.
- .12 Work Year - July 1 through June 30.

ARTICLE II
BOARD AUTHORITY

2.1 It is the law of the State of Illinois that the determination and administration of school policy, the operation and management of the schools, and the direction of Food Service Workers are vested exclusively in the Board. It is the duty of all Food Service Workers to carry out the policies and regulations as stipulated by the Board. The decision of the Board in matters pertaining to the determination and administration of school policy, the operation and management of the schools, and the direction of Food Service Workers shall be final except, to the extent the Board has exercised its discretion by entering into a provision pertaining to such subjects in this Agreement.

ARTICLE III
NO STRIKE

3.1 During the term of this Agreement and any extension thereof, no Food Service Worker covered by this Agreement, nor the Union, nor any person acting on behalf of the Union shall ever or at any time engage in, authorize, or instigate any picketing, any recognition of any picket line at the District’s premises, any strike, slowdown or other refusal to render full and complete services to the District, or any activity whatsoever which would disrupt in any manner, in whole or in part, the operation of the District. It is understood and agreed that any Food Service Worker violating this provision of the Agreement shall be subject to disciplinary action by the Board up to and including dismissal.

ARTICLE IV
NEGOTIATION PROCEDURE

- 4.1 The Board and the Union agree that it is their mutual responsibility to meet at reasonable times and negotiate in good faith wages, fringe benefits and working conditions.
- 4.2 Negotiations on successor agreements shall begin no later than May 1, unless both parties agree to an alternate date. Meeting shall be held as necessary at times and places agreed to by both parties.
- 4.3 Both parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, make counter proposals in the course of negotiations and to reach tentative agreements which shall be presented respectively to the Union and the Board for ratification.
- 4.4 Each party to negotiations shall select its negotiating representatives provided that the Board shall not select a Food Service Worker and the Union shall not select any District administrator.
- 4.5 During negotiations, tentatively agreed upon material shall be prepared for the Board and the Union and signed prior to the adjournment of the meeting at which such agreement was reached.
- 4.6 When the Union and the Board reach tentative agreement on all matters being negotiated, the items will be reduced to writing and shall be submitted to the membership of the Union for ratification and to the Board for approval.
- 4.7 If a tentative agreement is not reached on all items within thirty (30) days prior to the scheduled start of the school term, either party may declare to the other in writing that an impasse exists. When an impasse has been declared, the parties will jointly request the Federal Mediation and Conciliation Service appoint a mediator from its staff. Should the Federal Mediation and Conciliation Service be unavailable, the parties shall mutually agree upon a replacement. In the event that the parties cannot agree upon a replacement, the Illinois Educational Labor Relations Board shall be notified. The costs of mediation shall be shared equally by the Union and the Board.

ARTICLE V
FOOD SERVICE WORKER AND UNION RIGHTS

- 5.1 The Board and the Union recognize that each Food Service Worker has the right to join or not to join any organization for the Food Service Worker's professional or economic improvement, and membership in any organization shall not be required as a condition of employment.
- 5.2 The Board and the Union agree that they will not discriminate against any Food Service Worker with respect to hours, wages, terms or conditions of employment by reason of the Food Service Worker's membership in the Union or participation in any Grievance.

- 5.3 The Board and the Union agree that they will not discriminate against any Food Service Worker for reasons of color, race, sexual orientation, marital status, religious affiliation, age, sex or national origin.
- 5.4 When a Food Service Worker is required to appear before the Board concerning any matter which could adversely affect that Food Service Worker's position, employment or salary, the Food Service Worker shall be given reasonable prior written notice of the reasons for such meeting and shall be entitled to have a personal representative at said meeting.
- 5.5 A Food Service Worker shall have the right, upon request and at a time mutually convenient to the parties, to review the contents of his/her own personnel file as maintained by the District. Privileged information, such as letters of reference, shall be specifically exempted from such a review. A Food Service Worker may write a response to any material contained in his/her personnel file and this response will also be placed in the Food Service Worker's personnel file.
- 5.6 The Union shall have the right to post official notices of its activities and matters of Union concern on designated bulletin boards. The principal or immediate supervisor may direct the removal of any items posted on the bulletin board which in the principal's or immediate supervisor's judgment may be offensive, in poor taste or not appropriate for display.
- 5.7 The Union shall have the right to use Food Service Workers' mailboxes and interschool mail service for communication with Food Service Workers.
- 5.8 In order to promote the free flow of information between the Union, the District, and the Board, the Union and the District agree to establish a Consultation Committee composed of three representatives of the Union selected by the Union, the President of the Board, and the Superintendent. The Consultation Committee shall meet at mutually agreed upon times, but in no event less than four (4) times per year, to discuss matters of mutual concern.
- 5.9 The Union shall be furnished regular and routine financial information prepared for the Board on a monthly basis. Requests for information shall not be unreasonably denied and the information shall be provided within a reasonable amount of time. Nothing herein shall require the District to research and assemble information.

5.10 Fair Share

- .1 It is recognized that the Union's duties as the sole and exclusive bargaining agent entail expenses which appropriately are shared by all Food Service Workers who are beneficiaries of said Agreement. To this end, if a Food Service Worker does not join the Union, such Food Service Worker will:
 - .1 Execute an authorization for the deduction of a sum equivalent to the proportionate share of the cost of the services rendered by the Union; or
 - .2 Pay directly to the Union a like sum.
- .2 In the event such an authorization is not signed or such payment is not made within thirty (30) days following the commencement of employment of the Food Service

Worker or the effective date of this Agreement, whichever is later, the District shall, after notification in writing from the Union, deduct such amount in equal payments from the regular salary check of the Food Service Worker.

- .3 The Union shall annually certify to the District the amount constituting each non-member Food Service Worker's share, which amount shall include only such expenses as qualify for inclusion in the Fair Share fee pursuant to the rules and regulations of the Illinois Educational Labor Relations Board. Such certification shall be made in writing by the Union president and submitted to the District's business office by October 1 of each year. In the event a Food Service Worker objects to the amount of such fee, the Union shall place the objecting Food Service Worker's fees in a blind escrow or blind trust pending final determination of the appropriateness of the fee imposed. Such determination shall be made only after a full hearing before the Illinois Educational Labor Relations Board or any impartial fact-finder appointed by the IELRB. If the Food Service Worker is entitled to a refund, the Food Service Worker shall receive such refund plus any interest earned on the refund during pendency of the action.
- .4 If a non-member Food Service Worker declares the right of non-association based upon *bona fide* religious tenets or teaching of a church or religious body of which such Food Service Worker is a member, such Food Service Worker shall be required to pay an amount equal to the Food Service Worker's proportionate share to a non-religious charitable organization mutually agreed upon by the Food Service Worker and the Union. If the Food Service Worker and the Union are unable to reach agreement on the matter, the charitable organization shall be selected from a list established and approved by the Illinois Educational Labor Relations Board in accordance with its rules.
- .5 The Union, the Illinois Federation of Teachers, AFL-CIO, and the American Federation of Teachers, AFL-CIO, agree to defend, indemnify and hold the Board and the District harmless against any claims, demand, suit or other form of liability which may arise by reason of any action taken by the Board and/or the District in complying with the provisions of this Section, provided that this Section shall not apply to any claim, demand, suit or other form of liability which may arise as a result of the Board's and/or District's failure to comply with the obligations imposed upon it by this Section.

ARTICLE VI
GRIEVANCE PROCEDURE

6.1 Definitions

A grievance ("Grievance") shall mean a written complaint by Food Service Worker or the Union that there has been an alleged violation, misinterpretation, or misapplication of the specific provisions of this Agreement. A grievant ("Grievant") is a Food Service Worker or the Union who presents a Grievance.

6.2 Purpose

Every Food Service Worker shall have the right to present Grievances in accordance with these procedures, the purpose of which is to secure, at the lowest possible administrative level, equitable solutions to valid Grievances which may arise.

- .1 A Grievance cannot be presented by a Food Service Worker or the Union as the results of any act or omission of a Bargaining Unit Member in relation to another Bargaining Unit Member.

6.3 Bypass

By mutual agreement, any step of the Grievance procedure may be bypassed.

6.4 Representation

The Grievant has the right to representation of choice in all steps of the Grievance procedure, including the informal meeting with the most immediate supervisor. The Grievant shall be present at all Grievance discussions unless the District, Union and the Grievant mutually agree that the Grievant's presence is not desirable or necessary. When the presence of the Grievant at a Grievance hearing is required by either party, illness or incapacity of the Grievant shall be grounds for any necessary extension of Grievance procedure time limits.

6.5 Time Limits

A Grievance must be filed within fourteen (14) days of the occurrence of the event or within fourteen (14) days of when the Grievant should have reasonably known of the event which gave rise to the Grievance. The number of days indicated at each step in the procedure shall be considered as the maximum allowable to the parties and every effort shall be made to resolve the Grievance as rapidly as possible.

6.6 Constraints

Any investigation or other handling or processing of any Grievances by the Grievant or the Union shall be conducted so as to result in no interference with or interruption whatsoever of the food service program and related work activities of the Grievant or of the District's employees.

Failure of a Grievant or the Union to act on any Grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the Grievant to proceed to the next step. Time limits may be extended by mutual agreement.

If the Union or any Food Service Worker files any claim, charge, cause of action or complaint in any forum other than under the Grievance procedure of this Agreement, the District shall not be required to participate, process or arbitrate or further participate, process or arbitrate a Grievance hereunder based on the same set of facts. This provision constitutes an express waiver by the Union and all Food Service Workers represented by the Union of their rights to

file, process and arbitrate any Grievance which is based on the same set of facts which form the basis of any claim, charge, cause of action or complaint which has been filed in any other forum.

6.7 Procedure

Step One

It is desirable for a Food Service Worker and the immediate supervisor to resolve problems through free and informal communications. Therefore, before a Grievance is filed, the Food Service Worker or the Union shall discuss the complaint with the most immediate supervisor.

Step Two

If the complaint cannot be resolved informally, the Food Service Worker or the Union shall file the Grievance in writing with the immediate supervisor, who shall certify by signature the date and hour the Grievance was received. This certification shall be witnessed by the Grievant. The written Grievance shall state the nature of the Grievance, shall note the specific clause or clauses of the Agreement which are applicable and shall state the remedy requested. The filing of the formal written Grievance must be within fourteen (14) days from the date of the occurrence of the event giving rise to the Grievance. The supervisor shall make a decision on the Grievance and communicate it in writing to the Grievant and the Superintendent within fourteen (14) days after receipt of the Grievance.

Step Three

In the event a Grievance has not been satisfactorily resolved at the second step, the Grievant shall file, within ten (10) days of the immediate supervisor's written decision at Step Two, a copy of the Grievance with the Superintendent. Within ten (10) days after receipt of the Grievance, the Superintendent shall meet with the Grievant to resolve the Grievance. The Superintendent shall file an answer within ten (10) days of the third step Grievance meeting and communicate it in writing to the Grievant and the immediate supervisor.

Step Four

If the Grievance is not satisfactorily resolved at Step Three, the Grievance shall proceed to binding arbitration. The Union shall submit to the Superintendent a written request on behalf of the Union and the Grievant to enter into binding arbitration. This request must be submitted within twenty (20) days of receipt of the Step Three answer.

Arbitration proceedings shall be conducted by an arbitrator to be selected by the two parties from a roster of arbitrators provided by the American Arbitration Association. Within seven (7) days after the Union requests binding arbitration, the two parties will request the American Arbitration Association provide a panel of seven (7) arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one (1) name shall remain. The remaining name shall be the arbitrator. Expenses for the arbitrator's services shall be borne equally by the District and the Union.

The decision of the arbitrator shall be final and binding on the parties. The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore or add to the provisions of the Agreement. The arbitrator's authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the District and the Union and his/her decision must be based solely

and only upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

ARTICLE VII
EMPLOYMENT CONDITIONS

- 7.1 A Food Service Worker's daily work schedule varies according to individual school and job needs. The daily work schedule is decided upon in relation to the school's needs by the Food Service Worker's immediate supervisor in conjunction with the Principal and Director of Food Service. If the regular school day is interrupted due to weather related events (i.e. heat, snow), causing lunch to not be served at any K-12 building, Food Service Workers will be granted the same consideration as other district employees.
- 7.2 The regular work year will consist of approximately 173 days for Food Service Workers, approximately 177 days for elementary cafeteria coordinators and approximately 181 days for cafeteria coordinators working at Baldwin, Quincy Junior High and Quincy Senior High Schools. Any days scheduled for work by the District above the approximate days denoted above, will be recorded on a time sheet with the applicable hourly rate.
- 7.3 The regular work week shall start on Monday at 12:01am and conclude on Sunday at 12:00 midnight.
- 7.4 Overtime is earned only for those hours worked in excess of forty (40) hours during the regular work week.
- 7.5 Filling Vacancies
- .1 Any Bargaining Unit positions that becomes vacant and for which the District intends to hire a replacement will be advertised and posted for a period of at least five (5) working days.
 - .2 Qualifications and/or qualities being equal, as determined by the District, a Food Service Worker applying for a Bargaining Unit position will be offered the vacant position over a non-Bargaining Unit employee. In the event that two or more Bargaining Unit members are equally qualified for the position as determined by the District, seniority will be the determining factor.
 - .3 If a Bargaining Unit Member steps up to fill a temporary position for an extended period of time that exceeds two weeks, that member should be compensated at an appropriate rate of pay.
- 7.6 Uniforms

At the beginning of each school year, the District will provide 3 uniform shirts of the type that are required by the District for Food Service Workers to wear on the job. Additional uniform shirts should be made available at the District's cost.

ARTICLE VIII
SENIORITY AND REDUCTION IN FORCE

8.1. Seniority

.1 A seniority list by classification (cook, kitchen helper, cafeteria clerk, lunchroom monitor and cafeteria coordinator) shall be developed for Food Service Workers. Seniority shall be determined by the date on which a full or part time Food Service Worker is officially hired by the District for a classification. Each Food Service Worker will be listed on the classified seniority list in the order of his/her hire date. If a Food Service Worker leaves a Bargaining Unit position for another position in the District, the seniority date of the original Food Service Worker's position(s) shall be retained on the classified seniority list.

.2 Classified Seniority List Exceptions

The Union shall have thirty (30) days from February 1 of each year to file exceptions to the seniority list. Exceptions shall be filed with the Superintendent.

.3 Loss of Seniority

All seniority shall be lost upon resignation, retirement, dismissal or upon layoff when recall rights expire.

.4 Reduction in Force

Seniority by hire date will prevail unless qualification and/or testing would result in an unfilled position required by the District.

.5 Reduction in Force and Recall Rights

1. Any Food Service Worker dismissed solely as the result of the decision of the Board to reduce the number of Food Service Workers shall be given written notice at least thirty (30) days before the end of the school term, together with a statement of honorable dismissal.

.2 A Food Service Worker shall have the right of recall within one (1) calendar year from the beginning of the following school term. A Food Service Worker's salary, benefits and previously accrued seniority hire date will not be affected if recalled during this time. However, service credit for the purpose of placement on the salary schedule will not accumulate during the layoff. A Food Service Worker will be offered these vacant or newly created positions in inverse order of his/her previous seniority hire date.

.3 If a Food Service Worker is involuntarily moved through a reduction in force to a position in another salary category where the Food Service Worker would receive a lesser salary than in the Food Service Worker's previous assignment, the Food Service Worker shall receive the same salary as the previous year. This

salary shall remain at the same amount until the year where the Food Service Worker's new salary schedule will exceed this previous amount.

ARTICLE IX
EVALUATION AND DISCIPLINE

9.1 Evaluation

- .1 All Food Service Workers will be evaluated on a continuous basis by the immediate supervisory in conjunction with the Principal and Director of Food Service.
- .2 Any Food Service Workers whose work is adjudged unsatisfactory or who does not comply with the rules, regulations and policies of the administrative division to which the individual is assigned, the district administrative handbook, or of the Board, may be suspended, discharged, or held on the salary schedule.
- .3 Within five (5) days of completion of an evaluation, the immediate supervisor will meet and discuss the evaluation with the Food Service Worker.
- .4 The Food Service Worker will be notified of any deficiencies and may be given guidance, if necessary, to improve his/her performance.

9.2 Discipline

.1 Disciplinary Procedures

A Food Service Worker may be disciplined with just cause for violation of work rules, and in addition thereto, for acts or omissions to act which unnecessarily endanger the health, safety or property of students, other District employees or members of the public. Disciplinary action will be administered in a timely manner and as not to cause unnecessary embarrassment to the Food Service Worker.

The Union and Board subscribe to the concept of progressive corrective discipline. While it is desirable to follow the normal sequence of progressive corrective discipline, an infraction may be of such a serious nature as to warrant more severe actions immediately. Steps of progressive corrective discipline are: (1) verbal warning, (2) written warning, (3) written reprimand, (4) suspension without pay, and (5) termination.

Discipline will be issued for just cause and will be issued as soon as practicable after the District becomes aware of the event or action giving rise to the discipline. An effort will be made to administer such discipline within thirty (30) days of the time the District becomes aware of the event or action giving rise to the discipline. In the event the District is unable to obtain evidence to support its charges due to matters beyond its control, the Food Service Worker and the Union will be notified within a thirty (30) day period that discipline may be administered at a later time when evidence becomes available to the District.

.2 Suspension With Pay

Nothing prohibits the Board or Superintendent from suspending a Food Service Worker with pay pending an investigation of possible Food Service Worker wrongdoing. Suspensions with pay are not deemed disciplinary.

.3 Just Cause Suspension Without Pay and Termination

Prior to the suspension without pay or termination of a Food Service Worker, the Food Service Worker shall have a right to a conference with the Superintendent. At the Food Service Worker's request a Union representative will be present. The specific grounds forming the basis for the suspension or termination shall be made available to the Food Service Worker and the Union in writing at least forty-eight (48) hours in advance of such conference. Only the Board after a due process hearing can terminate a Food Service Worker.

ARTICLE X
LEAVES

10.1 Sick Leave

- .1 Each Food Service Worker whose regular scheduled work week consists of 30 hours or more shall be granted twelve and one half (12.5) sick leave days per Work Year, three (3) of which may be used for personal leave as provided in Section 10.2. No more than three (3) personal leave days may be used per Work Year. Each Food Service Worker whose regular scheduled work week consists of at least 20 hours per week shall be granted ten (10) sick leave days per Work Year, two (2) of which may be used for personal leave as provided in Section 10.2. No more than two (2) personal leave days may be used per Work Year. A Food Service Worker's hours per week shall be rounded to the nearest 20 or 30 hours to determine the number of sick leave days. However, no rounding up will be done to qualify for 20 hours. A sick leave day shall be the same length as the Food Service Worker's regular work day. Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household. Immediate Family shall be defined as: parent(s), step-parent(s), spouse, brother(s), sister(s), child(ren), foster child(ren), as defined by DCFS, grandparent(s), grandchild(ren), dependents, as defined by the IRS, and legal guardians or the corresponding relatives of the Food Service Worker's spouse
- .2 Serious illness is defined as being an illness which an attending physician would designate, if requested, as sufficiently serious to require the presence of the Food Service Worker at the bedside. Serious or personal illness may require written verification from the attending physician.
- .3 Unused sick leave shall accumulate without limit.
- .4 Maternity leave is granted for 6 weeks (42 calendar days) from the date of birth or adoption. A written request should be sent to the Personnel Office requesting the leave. Accumulated sick leave can be used for this period of time. An extension can be requested for an additional 2 weeks (14 calendar days) for a medical reason with a physician's written note. Accumulated sick leave can also be used for the extension. If a Food Service Worker does not have accumulated sick days to cover the length of the absence, the days will be unpaid leave. Food Service Workers desiring maternity leave should contact the Superintendent in writing as far in advance of such leave as possible.

10.2 Personal Leave

Personal leave shall be used for the purpose of handling personal business and no reason need be given. A written application for personal leave shall be made to the immediate supervisor. Notice of personal leave shall be given as early as possible in advance of the requested leave and except in emergency situations shall be at least two (2) days prior to the day of leave.

- .1 Personal leave days may not be taken on the first working day preceding or following a vacation or holiday, except in emergency situations as approved by the Superintendent.
- .2 On any particular day, there may be a limit as to the number of Food Service Workers who may take personal leave from a particular building. The limit shall be one (1) at a K-3 building and two (2) at Baldwin, two (2) at Junior High and two (2) at Senior High, unless approved by administration.

10.3 Funeral Leave

In the event of a death in a Food Service Worker's Immediate Family, or the death of a brother-in-law, sister-in-law, son-in-law or daughter-in-law, funeral leave shall be allowed up to four (4) days per occurrence. One day of funeral leave shall be allowed for aunts, uncles, nieces or nephews or the corresponding relative of the Food Service Worker's spouse.

10.4 Court Appearances

- .1 A Food Service Worker called for jury duty when he/she is scheduled to work shall receive full salary during the time the Food Service Worker is on jury duty.
- .2 A Food Service Worker issued a court subpoena concerning matters relating to his/her employment by the District shall receive full salary during the time of required absence. This provision is not applicable if the Food Service Worker is subpoenaed to testify under the following conditions:
 - .1 A matter in which either the Food Service Worker, or any of the Food Service Worker's Immediate Family, or any business associate have a financial interest.
 - .2 If the Food Service Worker is a witness against the District, the Board or its representatives as a result of any legal actions commenced by or on behalf of the American Federation of Teachers AFL-CIO, Illinois Federation of Teachers, and the Union, its agents or members, or as the result of any legal actions arising from collective negotiations between the Union, and the Board.
 - .3 If the Food Service Worker has been charged with negligent or wrongful acts alleged to have been committed in the scope of employment or under the direction of the District and the Food Service Worker is found guilty by a jury or court of the charges brought against such Food Service Worker.
- .3 When a Food Service Worker is excused from his/her court appearance, either temporarily or permanently, on any scheduled work day or a part of a scheduled work

day, the Food Service Worker shall promptly report to work to complete any remaining hours of the scheduled work day.

10.5 Extended Leave of Absence

- .1 The following conditions shall apply to all extended leaves of absence unless otherwise indicated:
 - .1 A request for an extended leave of absence shall be in writing to the Superintendent.
 - .2 To be eligible for an extended leave of absence, a Food Service Worker must have completed a minimum of five (5) full years of continuous employment in the District.
 - .3 Granting of an extended leave of absence shall be at the discretion of the Board.
 - .4 Leaves shall be limited to one (1) year from the effective date of the leave. Further extension of an extended leave of absence shall be at the discretion of the Board.
 - .5 Extended leaves of absence will be without pay and salary increments shall not accrue during a leave of absence.
 - .6 Accrued benefits earned at the time the leave begins shall be retained but no additional benefits shall accrue during the period of the leave.
 - .7 A Food Service Worker on extended leave shall upon written request be permitted to continue in the District's group insurance programs for a period of one (1) year from the date the leave begins, provided the Food Service Worker pays the total medical insurance premium, which includes the District's share.
 - .8 Written notice of intention to either return or resign shall be given to the Superintendent ninety (90) days prior to the expiration of the leave. Failure to furnish such written notice shall constitute a notice of resignation. No written notice is required to be sent from the District to the Food Service Worker prior to this date. It is the responsibility of the Food Service Worker to provide written notice to the District. These limits apply to all leaves except Board approved medical leave.
 - .9 The District may require a Food Service Worker on extended leave of absence to furnish a statement from a physician indicating whether a Food Service Worker is capable of returning to work.
 - .10 A Food Service Worker returning from an extended leave of absence cannot be assured of placement in the same position which he/she held prior to going on leave of absence.
- .2 The following listed leaves shall be considered as extended leaves of absence under the provisions of this Section of the Agreement:

.1 Extended Maternity/Adoption/Child-Rearing/Foster Child Placement Leave

A Food Service Worker may be granted a leave of absence because of the forthcoming birth of a child, adoption of a child, or for the care of a child resulting from either a birth, adoption, or a foster child placement. Sick leave shall not be applicable during a period of maternity/adoption/child-rearing/foster child placement leave.

.2 Military Leave

A Food Service Worker inducted into the military service of the United States shall be granted an extended leave of absence for the period of his/her required service in the military.

.3 Extended Medical Leave

A Food Service Worker may apply for extended medical leave for health reasons. The request for such leave must be accompanied by a statement from a physician indicating that such leave is necessary for the physical or emotional well-being of the Food Service Worker. Such leave shall be granted upon receipt of said statement.

.4 Extended Personal Leave

A Food Service Worker may apply for a leave of absence for personal reasons. Requests for personal leave must be submitted at least forty-five (45) days prior to the date when the leave is to begin. At least fifteen (15) days before the requested effective date of the leave, the Superintendent will make a recommendation to the Board in accordance with the best interests of the District as far as programs, students, and staff are concerned.

10.6 Union Leave

Designated representatives of the Union shall be allowed time to conduct Union business and/or attend meetings pertinent to Union matters without loss of salary, provided: the aggregate number of days in any Work Year shall not exceed eight (8) days and no one Food Service Worker may use more than five (5) days; the Union will reimburse the District the costs for substitute Food Service Worker for all days taken in excess of eight (8) days. A written request for such attendance shall be submitted to the Superintendent at least five (5) days in advance of the absence and shall state the specific purpose of the meeting, the date of the meeting, and the Food Service Worker who will attend the meeting.

ARTICLE XI
COMPENSATION AND BENEFITS

11.1 Pay Procedure

.1 A Food Service Worker will be paid on the 15th of each month. If the 15th occurs on a Saturday, Sunday, or during a break, Food Service Workers will be paid on the last school day preceding the 15th.

.2 The salary of all Food Service Workers covered by this Agreement will be in accordance with Schedules attached hereto and made a part hereof.

.3 Initial Placement

A. Initial placement on the salary schedule for new Food Service Workers to the District will always be at Step 0 for the first ninety (90) days of employment. Beginning Food Service Workers will be placed on ninety (90) day probation. After the probationary period, the District may give the new Food Service Worker credit for previous experience earned outside of the District and thereby start the new Food Service Worker on the regular salary schedule higher than Step 0.

B. The new Food Service Worker cannot be given more than one-half (1/2) of the years of experience earned outside of the District.

C. The experience credited for work outside of the District by the new Food Service Worker must be in a field related to food service work.

.4 Movement on Salary Schedule

A Food Service Worker whose employment begins between July 1 and December 31 will be eligible to advance to the next step on the salary schedule at the start of the school year after employment provided he/she has received a satisfactory evaluation. A Food Service Worker whose employment begins between January 1 and June 30 will be eligible to advance to the next step on the salary schedule at the start of the second school year after employment provided he/she received a satisfactory evaluation. Upon completion of each Work Year thereafter, a Food Service Worker will advance to the next step on the salary schedule effective at the start of the school year provided he/she has received a satisfactory evaluation.

11.2 Life Insurance

The District shall provide to a Food Service Worker who works at least 20 hours per week \$10,000.00 in life insurance. In order to be eligible for life insurance coverage, a Food Service Worker not participating in the District's health insurance program may be required by the insurance company to pass a physical examination.

11.3 Health Insurance

- .1 The District shall provide health insurance coverage to a permanent Food Service Worker whose hours of work qualify them as a .5 FTE (at least 4 hours per day and 20 hours per week). All regular/routine hours worked in any department of the District will be counted in determining a Food Service Worker's FTE status. Coverage shall be as outlined in the Quincy Public Schools Group Medical Program booklet that will be made available to all Food Service Workers.
- .2 The District shall set premiums each year as determined in the teacher's union contract. The sharing of the premium will be equal to the percentages determined in the teacher's union contract.
- .3 The amount of co-pays, deductible, out of pocket expense and premium shall be as outlined in Exhibit 1 attached and made a part of this Agreement.

ARTICLE XII

EFFECT OF AGREEMENT

12.1 Complete Understanding

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the written mutual consent of the parties.

12.2 Savings Clause

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

12.3 Waiver of Additional Bargaining

The parties hereby acknowledge that the terms and conditions included in this Agreement represent the full and complete understanding between the parties. The Board and the Union, for the life of this Agreement, each waives any obligation to bargain collectively with respect to any subject or matter that may or may not have been known to either or both of the parties at the time this Agreement was negotiated or signed and that any bargaining will be limited to a successor agreement, except that with the written mutual consent of both parties, such matters may be discussed and the agreement modified.


12.4 Terms of Agreement

The terms of this agreement shall be effective September 1, 2008, and shall continue in effect until June 30, 2012.

12.5 The District agrees not to contract for food services and/or management of food services while this contract is in effect.

This Agreement is signed this 19 day of November, 2008.

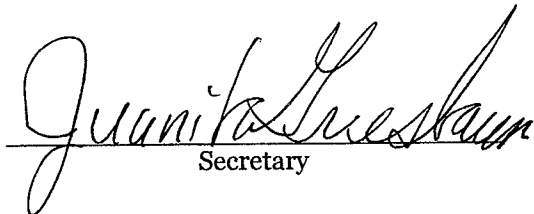
For the Union



President

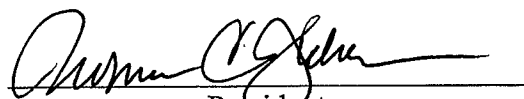


Vice-President



Secretary

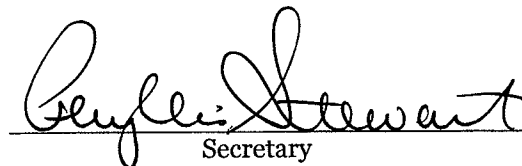
For the Board



President



Vice-President



Secretary

MEMORANDUM OF UNDERSTANDING # 1

Between
Quincy Federation of Food Service Workers, Local 6426, Illinois Federation of Teachers
American Federation of Teachers, AFL-CIO
And
Board of Education
Quincy School District No. 172

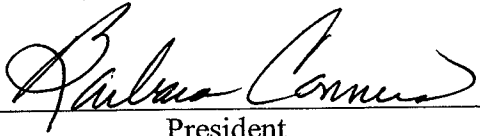
The Board or its designees may negotiate individual retirement contracts with individual Food Service Workers. Any such contract agreed to by the Board and the individual Food Service Worker shall not be precedential nor establish a practice of the Board. The failure of the Board to agree to a retirement incentive negotiated under the provisions of this section shall not be subject to the grievance provisions.

This Memorandum of Understanding is not part of the contract between the Board and the Union. For the purpose of bargaining any successor agreement, the status quo shall be regarded as if this Memorandum did not exist. This Memorandum of Understanding is effective throughout the duration of this contract.

SIGNED this 19 day of November, 2008.

IN WITNESS WHEREOF

For the Quincy Federation of Food Service
Workers, Local No. 6426

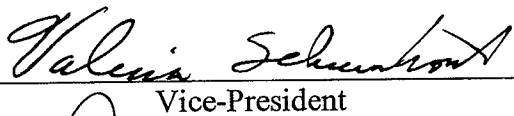


President

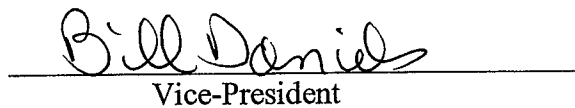
For the Board of Education
Quincy School District No. 172



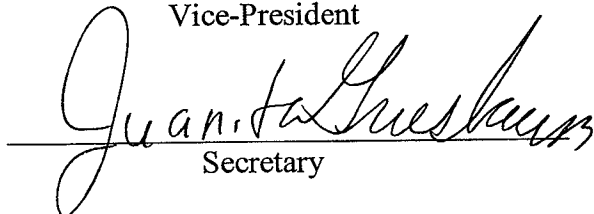
President



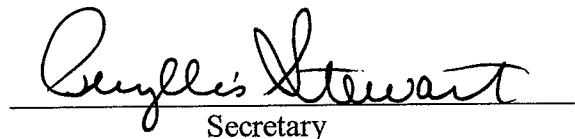
Vice-President



Vice-President



Secretary



Secretary

MEMORANDUM OF UNDERSTANDING # 2

Between
Quincy Federation of Food Service Workers, Local 6426, Illinois Federation of Teachers
American Federation of Teachers, AFL-CIO
And
Board of Education
Quincy School District No. 172

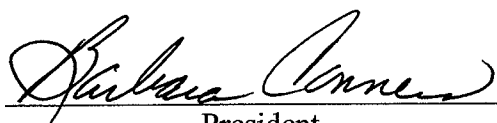
The District may offer a Summer Lunch Program provided subsidies are available through the Federal Government. The positions will be posted and Food Service Workers will have the opportunity to apply as in Article 7.5 of the contract. Summer Lunch Program positions will be compensated at the hourly rate paid for the same position during the school year.

This Memorandum of Understanding is not part of the contract between the Board and the Union. For the purpose of bargaining any successor agreement, the status quo shall be regarded as if this Memorandum did not exist. This Memorandum of Understanding is effective throughout the duration of this contract.

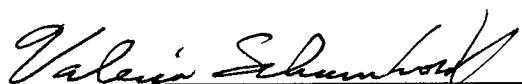
SIGNED this 19 day of November, 2008.

IN WITNESS WHEREOF

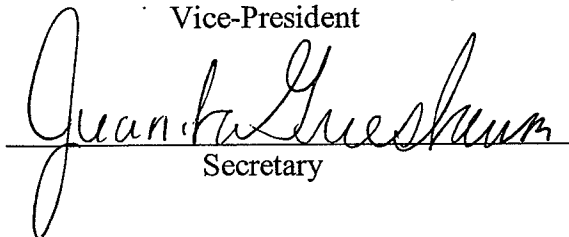
For the Quincy Federation of Food Service
Workers, Local No. 6426



President

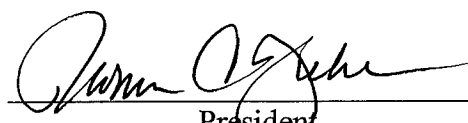


Vice-President

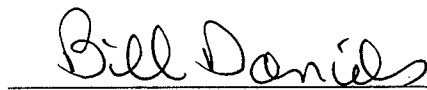


Secretary

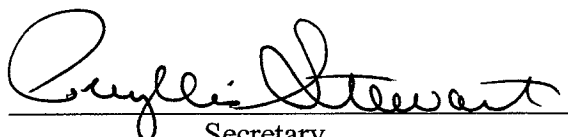
For the Board of Education
Quincy School District No. 172



President



Vice-President



Secretary

SALARY SCHEDULE
2008-2009 through 2011-2012

**Food Service Salary
Schedule**

**Cooks, Kitchen Helpers, Clerks and
Lunchroom Monitors**

Cafeteria Coordinators

Step	2008-2009	2009-2010	2010-2011	2011-2012	2008-2009	2009-2010	2010-2011	2011-2012
0	8.00	8.25	8.50	8.75	9.75	10.00	10.25	10.50
1	8.25	8.50	8.75	9.00	10.00	10.25	10.50	10.75
2	8.50	8.75	9.00	9.25	10.25	10.50	10.75	11.00
3	8.75	9.00	9.25	9.50	10.50	10.75	11.00	11.25
4	9.00	9.25	9.50	9.75	10.75	11.00	11.25	11.50
5	9.25	9.50	9.75	10.00	11.00	11.25	11.50	11.75
6	9.50	9.75	10.00	10.25	11.25	11.50	11.75	12.00
7	9.75	10.00	10.25	10.50	11.50	11.75	12.00	12.25
8	10.00	10.25	10.50	10.75	11.75	12.00	12.25	12.50
9	10.25	10.50	10.75	11.00	12.00	12.25	12.50	12.75
10	10.50	10.75	11.00	11.25	12.25	12.50	12.75	13.00
11	10.75	11.00	11.25	11.50	12.50	12.75	13.00	13.25
12	11.00	11.25	11.50	11.75	12.75	13.00	13.25	13.50
13	11.25	11.50	11.75	12.00	13.00	13.25	13.50	13.75
14	11.50	11.75	12.00	12.25	13.25	13.50	13.75	14.00
15	11.75	12.00	12.25	12.50	13.50	13.75	14.00	14.25
16	12.00	12.25	12.50	12.75	13.75	14.00	14.25	14.50
17	12.25	12.50	12.75	13.00	14.00	14.25	14.50	14.75
18	12.50	12.75	13.00	13.25	14.25	14.50	14.75	15.00
19	12.75	13.00	13.25	13.50	14.50	14.75	15.00	15.25
20	13.00	13.25	13.50	13.75	14.75	15.00	15.25	15.50

Pull-offs will receive a 3% cost of living increase until which time their wage fits the salary schedule.

Bonnie Houghton

14.14 14.56 15.00 15.45

Angela Brown

16.78 17.28 17.80 18.33

Elizabeth Veihl

15.37 15.83 16.30 16.79

Exhibit 1 District Health Insurance

As per the agreement between the Board of Education and the Quincy Federation of Teachers Local 809 for the period August 24, 2006 to August 23, 2010.

Medical Plan Information:

Copay Information		
Office Visit Copay	\$20	
Emergency Room Copay	\$75	
Deductible Information (per person)		
	<u>In Network</u>	<u>Out of Network</u>
Option A	\$475	\$725
Option B	\$625	\$925
Option C	\$775	\$1175
Annual Maximum Out of Pocket (per person)		
Local Network	\$2600	
Extended Network	\$3450	
Out of Network	\$5500	
(Annual Out of Pocket costs exclude deductible payments, copays, and costs that exceed "reasonable and customary.")		
Medical Costs		
	<u>District</u>	<u>Employee</u>
Local Network	In accordance with Plan Booklet	
Extended Network	In accordance with Plan Booklet	
Out of Network	In accordance with Plan Booklet	
Lifetime Benefit Maximum (per person)	\$2,000,000	

Deductible Notes:

- If you are enrolled in Employee + Children, after 2 covered members meet the deductible, all remaining members will have met their deductible.
- If you are enrolled in the Full Family, after 3 covered members meet the deductible, all remaining members will have met their deductible.
- Any amount that goes toward meeting the Local or Extended Network deductibles will also go toward meeting the Out of Network deductible.

Additional Notes:

- Out of network or extended network non-elective emergency treatments will be approved as Local Network charges for plan members.

Prescription Plan Information:

	Employee Copay	
	30 Day Supply	90 Day Supply
Non-Maintenance Brand	\$30 + 25% of next \$200 Max = \$80	\$75 + 25% of next \$500 Max = \$200
Non-Maintenance Generic	\$12 + 10% of next \$100 Max = \$22	\$30 + 10% of next \$250 Max = \$55
Maintenance Brand*	\$50	\$125
Maintenance Generic	\$20	\$50

* Maintenance Brand prescriptions will be priced at a maintenance generic price if a maintenance generic equivalent is not available.

Open Enrollment

All employees will be allowed to change insurance coverage or enroll themselves or their dependents in the District's Health Insurance Plan each year. The enrollment or change in coverage must follow the open enrollment and pre-existing conditions guidelines set forth in the Quincy Public School Group Medical Program Booklet. Each employee wishing to make a change must declare in writing to the Insurance Coordinator the insurance coverage (Employee, Employee plus Children, Employee plus Spouse or Full Family) in which he/she chooses to enroll. This request must be received between August 15th and September 15th of each year.

Appeals Process

Participants must notify the Insurance Coordinator in writing and will be processed according to the plan document.

Standard Monthly Premium Information

The District and the employee will share the cost of the health insurance premium. An employee who qualifies as a .75 FTE or above will pay the standard employee premium as determined by the monthly health insurance premium chart.

The District will pay 90% of the total single coverage premium and the employee will pay 10% of the total single coverage premium. For those employees that choose dependent coverage (employee + children, employee + spouse, or full family) Option A, the District will pay 68% of the total premium and the Employee will pay 32% of the total premium.

An employee who selects Option B will pay 75% of the Option A employee premium (Option B = .75 x Option A) and an employee who selects premium Option C will pay 57.5% of the Option A employee premium (Option C = .575 x Option A).

The total premium for employee + children is calculated as 1.75 X the total single coverage premium. The total premium for employee + spouse is calculated as 2.00 X the total single coverage premium. The total premium for full family is calculated as 2.50 X the total single coverage premium.

The District may increase the total single coverage premium each plan year(October 1 thru September 30) up to a maximum of 8% over the previous year's total single coverage premium. The premiums for dependent coverage (employee + children, employee + spouse, or full family) will be increased according to the formulas in the three preceding paragraphs.

Pro-rated Monthly Premium Information

An employee who qualifies as less than a .75 FTE but at or above a .5 FTE will pay a higher premium as determined by the formula below. An employee's hours or FTE status will be rounded to the nearest hours (FTE) standard listed below to determine premium. However, no rounding up will be done to qualify for the 4.0 hour per day, 20 hours per week (.5000 FTE) standard. An employee qualifying at less than .5 FTE is not eligible to be covered under the District health program.

<u>Hours (FTE)</u>			<u>Board's Share</u>	<u>Employee's Share</u>
Daily	Weekly	FTE		
6.0	30.0	(.7500)	Standard %	Total Premium – Board Share
5.5	27.5	(.6875)	.9167 x Standard %	Total Premium – Board Share
5.0	25.0	(.6250)	.8333 x Standard %	Total Premium – Board Share
4.5	22.5	(.5625)	.7500 x Standard %	Total Premium – Board Share
4.0	20.0	(.5000)	.6667 x Standard %	Total Premium – Board Share

Examples:

Single Coverage – 0.5 FTE or 20 hours weekly or 4.0 hours daily

Board's Share = $\$450 \times .90 \times .6667 = \270.01

Employee's Share = $\$450 - \$270.01 = \$179.99$

Employee + Children Option A – 0.6875 FTE or 27.5 hours weekly or 5.5 hours daily

Board's Share = $\$787.50 \times .68 \times .9167 = \490.89

Employee's Share = $\$787.50 - \$490.89 = \$296.61$

**Monthly Premiums
Food Service Workers**

October 1, 2008 - September 30, 2009

Single Coverage				
Total Premium \$524.88				
Hours		Premium		
Daily	Weekly	FTE	A	B
6.0	30.0	0.7500	\$52.49	
5.5	27.5	0.6875	\$91.84	
5.0	25.0	0.6250	\$131.24	
4.5	22.5	0.5625	\$170.59	
4.0	20.0	0.5000	\$209.94	

Employee + Spouse Coverage				
Total Premium \$1049.76				
Hours		Premium		
Daily	Weekly	FTE	A	B
6.0	30.0	0.7500	\$335.92	\$251.94
5.5	27.5	0.6875	\$395.39	\$296.54
5.0	25.0	0.6250	\$454.92	\$341.19
4.5	22.5	0.5625	\$514.38	\$385.79
4.0	20.0	0.5000	\$573.85	\$430.39

Employee + Children Coverage				
Total Premium \$918.54				
Hours		Premium		
Daily	Weekly	FTE	A	B
6.0	30.0	0.7500	\$293.93	\$220.45
5.5	27.5	0.6875	\$345.96	\$259.47
5.0	25.0	0.6250	\$398.05	\$298.54
4.5	22.5	0.5625	\$450.08	\$337.56
4.0	20.0	0.5000	\$502.11	\$376.58

Full Family Coverage				
Total Premium \$1312.20				
Hours		Premium		
Daily	Weekly	FTE	A	B
6.0	30.0	0.7500	\$419.90	\$314.93
5.5	27.5	0.6875	\$494.23	\$370.67
5.0	25.0	0.6250	\$568.65	\$426.49
4.5	22.5	0.5625	\$642.98	\$482.24
4.0	20.0	0.5000	\$717.31	\$537.98

The figures for the 2008-2009 plan year assume an 8% increase in the full premium.

**Monthly Premiums
Food Service Workers**

October 1, 2009 - September 30, 2010

Single Coverage				
Total Premium \$566.87				
Hours		Premium		
Daily	Weekly	FTE	A	B
6.0	30.0	0.7500	\$56.69	
5.5	27.5	0.6875	\$99.19	
5.0	25.0	0.6250	\$141.73	
4.5	22.5	0.5625	\$184.23	
4.0	20.0	0.5000	\$226.73	

Employee + Spouse Coverage				
Total Premium \$1133.74				
Hours		Premium		
Daily	Weekly	FTE	A	B
6.0	30.0	0.7500	\$362.80	\$272.10
5.5	27.5	0.6875	\$427.02	\$320.27
5.0	25.0	0.6250	\$491.32	\$368.48
4.5	22.5	0.5625	\$555.53	\$416.65
4.0	20.0	0.5000	\$619.75	\$464.81

Employee + Children Coverage				
Total Premium \$992.02				
Hours		Premium		
Daily	Weekly	FTE	A	B
6.0	30.0	0.7500	\$317.45	\$238.09
5.5	27.5	0.6875	\$373.64	\$280.23
5.0	25.0	0.6250	\$429.90	\$322.43
4.5	22.5	0.5625	\$486.09	\$364.57
4.0	20.0	0.5000	\$542.28	\$406.71

Full Family Coverage				
Total Premium \$1417.18				
Hours		Premium		
Daily	Weekly	FTE	A	B
6.0	30.0	0.7500	\$453.50	\$340.13
5.5	27.5	0.6875	\$533.77	\$400.33
5.0	25.0	0.6250	\$614.15	\$460.61
4.5	22.5	0.5625	\$694.42	\$520.82
4.0	20.0	0.5000	\$774.69	\$581.02

The figures for the 2009-2010 plan year assume an 8% increase in the full premium.

**INSURANCE PREMIUMS FOR SUBSEQUENT YEARS OF THIS CONTRACT
TO BE DETERMINED BY THE TEACHER/PARAEDUCATOR CONTRACT**

CORRECTIVE AMENDMENT #1

between

Quincy Federation of Food Service Workers Local 6426,

and

Board of Education

Quincy School District No. 172

CORRECTIVE AMENDMENT OF SECTION 8.1.1

WHEREAS, both parties desire to clarify, correct and amend Section 8.1.1 of the Agreement; and.

WHEREAS, both parties agree that this Corrective Amendment accurately reflects the agreement of the parties as of September 1, 2008, and does not represent a re-negotiation, further negotiation or new bargaining of any terms of the Agreement.

Now, therefore, in consideration of the foregoing recitals, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to the following amendment of Section 8.1.1.

1. Section 8.1.1 is hereby deleted and in lieu thereof the following is substituted:

"Seniority lists by classification of 1) food service worker (cook, kitchen helper, cafeteria clerk, and lunchroom monitor), and 2) cafeteria coordinator shall be developed for Food Service Workers. Seniority shall be determined by the date on which a full or part time Food Service Worker is officially hired by the District for a classification. Each Food Service Worker will be listed on the classified seniority list in the order of his/her hire date. If a Food Service Worker leaves a Bargaining Unit position for another position in the District, the seniority date of the Original Food Service Worker's position(s) shall be retained on the classified seniority list".

2. Corrective Amendment #1 shall be numbered and incorporated as page 29 of the Agreement.


SIGNED this 9th day of March, 2009.

IN WITNESS WHEREOF:

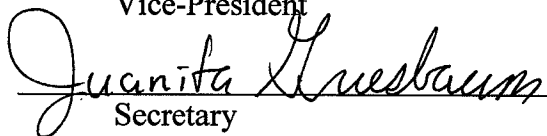
For the Union



President




Vice-President



Secretary

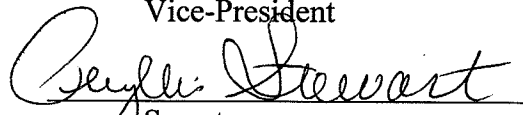
For the Board of Education



President



Vice-President



Secretary