



AGREEMENT

between

KANKAKEE SCHOOL DISTRICT NO. 111

and

SEIU LOCAL 73

FOOD SERVICE EMPLOYEES

2008-2011

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AGREEMENT

This Agreement made and entered into this 23rd day of June, 2008, by and between Kankakee School District No. 111, hereinafter referred to as the "District", and the Service Employees International Union Local No. 73, hereinafter referred to as the "Union".

WHEREAS, it is the desire of both parties to this Agreement to avoid disputes, and realizing that they have a common interest in the general welfare of the boys and girls of the public school system of the District, and

WHEREAS, they desire to bargain collectively, with regard to wages, hours, and working conditions of the food service employees,

THEREFORE, the parties stipulate and agree as follows:

It being specifically understood and agreed that all provisions herein are subject to all provisions and requirements of the School Code, the statutes pertaining to State employees and other statutes of the State of Illinois. It is further agreed that if any provision is held or found to conflict with the laws or regulations relating thereto, said provision shall not be binding upon either party hereto.

ARTICLE I RECOGNITION

1. The employer hereby recognizes Local No. 73 S.E.I.U. as the exclusive representative with respect to rates of pay, wages, hours of employment, and other conditions of employment for all employees in the Food Service Department of Kankakee School District No. 111.
2. The employees represented by the Union and covered by this Agreement are sometimes hereinafter referred to as the "Employees" and individually as the "Employee". This contract applies to full-time employees unless otherwise specified. A full-time employee is one who is scheduled to work six (6) or more hours per day.
3. A copy of this Agreement is to be made available to all employees covered by said Agreement and will be furnished by the Employer within ninety (90) days of final execution.

ARTICLE II WAGES AND HOURS

1. The regular work week shall be Monday through Friday during the normal 180-day school year, and the opening and closing hours for operating kitchens shall be set by the Food Service Director. No food service employee shall be scheduled to begin in the morning when a custodian or school representative is not on duty.
2. Any employee who works four and a half (4.5) and up to six (6) board-approved hours shall receive one (1) fifteen (15) minute paid break period.
3. An orientation meeting will be held prior to the opening of school for all food service employees. Employees are required to attend this orientation and will receive pay at their current grade scale for the number of hours they are in attendance or three and a half (3.5) hours pay whichever is greater.
4. All employees shall be allowed two (2) hours at their standard rate of pay or the number of actual hours worked, whichever is greater, if they should happen to be sent home early due to circumstances beyond their control (such as weather related school closings, power outages, emergency closings, etc.).
5. One half-hour unpaid lunch period shall be given to all full-time food service employees. Food service employees shall be afforded the best location available in which to eat lunch. This will be arranged in each building by the Principal and the cafeteria personnel.
6. Effective July 1, 2008, the wage schedule provided in Exhibit A shall go into effect.
7. Exhibit B attached hereto shall list job classifications and descriptions or primary duties involved. Each employee shall be properly classified in accordance with his/her duties. These job descriptions will be reviewed annually by a committee of bargaining unit members and the food service administration, with final approval of any changes being the responsibility of the Food Service Director to ensure the timely and efficient operation of the Food Service function.
8. When an employee is absent, his/her replacement will receive the greater of the beginning rate of pay carried by the job being performed, or his/her own rate.
9. Special function pay shall be at one and one-half times the regular rate of pay for the position being filled when the time worked for the special function assignment occurs outside the normal 8-hour work day. The District agrees to establish a rotation system for special functions on a building-by-building basis which takes into account the skills needed for the particular function, seniority and employee preferences and with bargaining unit employees being given first consideration

for special functions before the District hires substitute employees or utilizes management personnel. Management reserves the right to determine the number and type of job classifications needed for a special function, and to post and fill those positions according to seniority and employee preference. On occasion, special events will be scheduled which do not relate to the above job situation. The administration agrees to discuss these special events with the food service employees to determine whether special function pay would be appropriate.

10. New employees will be subject to a forty (40) working day probationary period. New employees will be paid the prevailing job classification rate during this period.
11. If an employee is required by the District to attend a work-related seminar or conference in lieu of performing his/her regular duties during the regular work day, the District shall pay the employee at his/her regular rate of pay for time spent at the seminar or conference (exclusive of travel time, lunch, and other breaks or non-work time).
12. The Union Officers (Chief Steward and Steward) will be permitted to use up to three (3) excused, unpaid days to conduct Union business; however, should the Union Officer choose to use personal leave for this purpose, it shall not count in the computation of overtime.

**ARTICLE III
NON-DISCRIMINATION CLAUSE**

Neither the Employer nor the Union will discriminate against any employee on account of race, religious creed, color, national origin, gender, sexual orientation, ancestry, or Union activity. Union membership shall not be mandatory.

**ARTICLE IV
PAID HOLIDAYS**

1. The following holidays, or days observed as such, when school is not in session, shall be observed as legal holidays and employees shall be granted the day off with pay on such days:

Labor Day	New Year's Day
Columbus Day	Martin Luther King's Birthday
Veterans Day	Lincoln's Birthday or Presidents' Day
Thanksgiving Day	Spring Holiday
Friday after Thanksgiving Day	Memorial Day
Christmas Eve	
Christmas Day	

2. Any employee who is required to work on any of the preceding holidays, or days observed as such, shall receive in addition to the regular pay time and one-half for all hours worked.
3. Part-time employees shall receive pro-rated holiday pay (i.e., an employee who works five (5) hours per day will receive five (5) hours holiday pay).
4. Employees must work the last working day before and the first working day after the holiday to be eligible for holiday pay. Employees working less than their full day before or after the holiday, may due to extenuating circumstances, appeal to the Director of Food Service for consideration of a waiver of this provision. The decision of the Director of Food Service will be made on a case-by-case basis, and be final, binding, non-precedent setting, and non-grievable. Employees who are absent before or after a holiday because of a death in the immediate family or a funeral day will not lose holiday pay. Also, if an employee is absent due to an on-the-job injury before or after a holiday, the employee will be eligible for holiday pay.
5. If any of a paid holiday listed above is eliminated, it will be replaced by a floating holiday, provided that the employer retains the right to schedule when employees take a floating holiday and determine the number of employees that will be off on a particular floating holiday.
6. Any employee working during the summer feeding program will be afforded July 4th as a paid holiday, provided that they work the last working day before and the first working day after July 4th (except as explained in point number 4, above).

ARTICLE V SENIORITY

1. Seniority shall be a factor in all cases of increases or decreases in the working force and promotion from one position to another, providing the applicant is properly qualified and meets all job posting requirements. A seniority list shall be revised each six (6) months. This list will be given to the Chief Stewart and Director of Food Service.
2. Seniority is the length of continued service in the Food Service Department in Kankakee School District No. 111. An employee's seniority begins when the employee is officially employed by the Board of Education. If more than one food service employee is listed at any given Board meeting, the order in which the employees were hired determines seniority. Seniority shall not be broken by the summer vacation without pay when school is not in session, nor by authorized leave of absences without pay.
3. When a position is abolished or eliminated, seniority within the job classification

will determine the individual to be bumped from that classification. If the individual's overall bargaining unit seniority allows, then the individual will be allowed to bump the least senior person from any lower classification, providing the person is qualified to perform the required job duties.

4. In case of reductions in force, employees will be called back on the basis of seniority according to the list which will be retained for one (1) year.

ARTICLE VI JOB POSTING AND BIDDING

1. All job vacancies shall be posted for five (5) days, but jobs may be temporarily filled during the time an employee may bid on the job. A permanent employee shall be selected to fill the job within fourteen (14) days from the closing date unless it can be shown that no qualified applicant is available. The Union Chairperson will be informed of who has been placed in the vacancy. The District will post a job vacancy within ten days after the District determines that a job vacancy exists and will be filled. If the District determines not to fill a job vacancy, the District will notify the Union President.
2. The successful bidder will serve a trial period of two (2) weeks on the job. If he/she does not qualify within that time, he/she shall be returned to his/her former job. This trial period may be extended for two (2) weeks at the discretion of the Food Service Director.
3. If the employee or the employer decides that the employee does not qualify for the job, he/she shall be returned to his/her former position. The higher rate will be paid during the trial period.

ARTICLE VII LEAVES

1. **Sick Leave:** All employees working three-and-a-half hours or more per day shall be entitled to sick leave in the amount of twelve (12) days at full pay per year. Only full-time employees can request sick leave in half-day increments. If any such employee does not use the full amount of annual leave thus allowed, the unused amount shall accumulate to a maximum allowable per the Illinois Municipal Retirement Fund plus one year's sick leave (12 days) at full pay.

This sick leave provision shall apply to all employees who are employed for three-and-a-half (3½) or more hours per day, with sick time being paid out at the rate of pay and number of board approved hours in place at the time the employee uses the sick leave. The employer may require a physician's certificate as a basis for pay during leave after an absence of three (3) consecutive days for personal or immediate family illness, or as the administration may deem necessary when the use of sick leave creates a pattern of unauthorized absences or when sufficient information exists that might lead management to believe that the requested use of sick leave has been inappropriate. Allowed sick leave days shall be the employee's working days. Sick leave is not to be used for pre-planned vacations, or for any other reasons not outlined herein. The Board of Education agrees to comply with State of Illinois policy in regard to sick leave for IMRF eligible employees.

SICK LEAVE shall be granted for:

- (a) Personal illness
- (b) Quarantine at home
- (c) Serious illness or death in the immediate family or household. Immediate family or household means: father, mother, spouse, children, brother, sister, or parent-in-law (or "steps", as appropriate) and legal guardian.

2. **Funeral Leave:** Funeral leave for full-time employees (6 hours or more per day) is one (1) day per year. Each regularly scheduled part-time employee (less than 6 hours per day) will be granted one (1) day of funeral leave per year. This funeral leave may be used for members of your non-immediate family, family, friends or neighbors. The length of a funeral day shall be the same as the part-time or full-time employee's workday. This day is non-cumulative. Additionally, up to two sick days per year may be granted in conjunction with funeral leave for extended travel if the funeral is over 200 miles away, as long as adequate documentation is automatically provided regarding the funeral and its location. One (1) day of funeral leave will be granted to part-time employees who are hired before December 31st. Part-time employees who are hired after December 31st will not be granted any paid funeral leave during the school year of hire. Thereafter, these employees will be granted one (1) day of funeral leave.
3. **Personal Leave:** Absences for reasons of personal business which cannot be taken care of during non-school time may be approved for full-time (6 or more hours per day) personnel for two (2) days per year by the Superintendent or his/her designee. Each regularly scheduled part-time employee (less than 6 hours per day) will be allowed one (1) day of personal leave per year. In such cases, the request must be filed through the appropriate supervisor's office. These days are non-cumulative. However, unused personal leave days will be added to full-time personnel's accumulated sick leave at the end of the year. One (1) day of personal leave will be granted to part-time employees who are hired before December 31st. Part-time employees who are hired after December 31st will not be granted any paid personal leave during the school year of hire. Thereafter, these employees will be granted one (1) day of personal leave.
4. **Leave of Absence:** Leave of Absence without pay may be granted for up to one year to full-time and part-time employees, upon written application for conditions of ill health or other reasons approved by the Board of Education. Upon returning to work from the Board approved leave of absence, an employee shall return to their bid position if administratively possible. No employee shall be granted a leave of absence to seek employment elsewhere. When on a board approved leave of absence an employee's seniority will be frozen. Said seniority accumulation will resume once the employee returns to work after such absence.
5. **Summer Employment:** Bargaining unit employees who are employed as food service workers during the summer feeding program may use the sick and

personal leave provided above in increments of one day only from the employee's accumulated sick leave earned prior to the close of the school year ending before the current summer school term (e.g. an employee who takes a sick leave day during the summer shall have one sick leave day deducted from his/her sick leave bank. An employee may choose to use an unpaid sick day (s) in lieu of using his/her accrued sick leave. No food service employee shall borrow against forthcoming sick leave.

ARTICLE VIII STRIKES, LOCKOUTS, FAIR SHARE AND WORK STOPPAGES

1. During the term of this Agreement, the Union or individual Union members of the Food Service unit will not conduct any work stoppage or concerted action of strike, slowdown, informational picketing, or impose a duty or obligation upon any member to conduct, assist, or participate in a strike.
2. The employer agrees not to lock out any portion of its employees during the term of this Agreement.
3. **Check-off of Union Dues:** The employer agrees to deduct its regular monthly dues from the wages of the employees who become or are Union members and remit them to the Union, providing the employee signs and submits to the employer a written authorization to deduct dues. The Secretary/Treasurer of the Union shall certify to the employer the amount of the Union dues and initiation fees, which shall be uniform. The District agrees to add KFL Community Services, Inc., as deductions to be included in the District's payroll system.
4. **Fair Share:** During the term of this Agreement, all non-probationary bargaining unit employees who are not members of the Union shall pay as a condition of employment a fair share fee to the Union for collective bargaining and contract administration services rendered by the Union as exclusive representative of the employees covered by this Agreement. The Union shall certify to the Employer the amount of the fair share fee in conformity with federal and state law and the rules of the Illinois Educational Labor Relations Board (IELRB), provided that the fair share fee shall not exceed the dues attributable to being a member of the Union. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any members benefit. The Union shall submit to the Employer a list of employees from whose earnings the fair share fee shall be deducted and an affidavit which certifies the amount of the fair share fee. The fair share fees provided in this Section shall be deducted by the Employer from the earnings of non-members and remitted to the Union in the same manner as dues are deducted and remitted for members, unless the Employer is required to remit a fee to the IELRB for escrow purposes.

The Union and the Employer shall comply with the rules of the IELRB concerning

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

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

The Union shall indemnify the Board of Education and its employees and agents and hold them harmless against any and all claims, demands, legal costs or other forms of liability, monetary or otherwise, arising out of, or by reason of, any action taken by the Board of Education or its employees and agents in complying with the provisions of this Section. The Board agrees to notify the Union promptly in writing of any written claim, demand or suit in regard to which it will seek to implement the provisions of this paragraph.

5. **COPE Deduction:** The Board agrees, if on file in the Business Office to honor signed, contributed deduction authorizations (i.e., COPE deductions) from its food service workers if received substantially in the following form:

I hereby authorize and direct the Kankakee School District to deduct from my earnings, the sum of \$ _____ and to remit such amounts to the SEIU Local 73 COPE Fund. This authorization shall continue in effect from year to year unless revoked by me in writing, or upon termination of my employment with the School District. This authorization is voluntarily made on the specific understanding that, I may refuse to contribute without reprisal, that the signing of this authorization card and the making of the voluntary contributions are not a condition of membership in the union or employment by the employer, and that SEIU Local 73 COPE Fund, which is affiliated with the SEIU COPE, uses the money received for political purposes including but not limited to making contributions to, and paying expenses of, candidates for political office at the federal, state and local levels, and addressing political issues of public importance.

The union agrees to indemnify and hold harmless the School District against any and all claims, suits and orders of judgment against said District resulting from any action taken or not taken by the District pursuant to the provisions of the

paragraph above.

6. **Government Laws and Regulations:** This contract shall not supersede any existing law or future laws of the State or Federal Government as they affect the legal operation of the school system by the school district. If any section or subsection of this Agreement shall be declared invalid by any court or competent jurisdiction, or shall become inoperative because of any Federal or State law, the remaining portions of this Agreement shall continue in full force until the prescribed termination date.

ARTICLE IX GRIEVANCE PROCEDURE

Any employee has the right to talk to his immediate supervisor or the Food Service Director about any question or problem, at the convenient time designated by the immediate supervisor or the Food Service Director consistent with working requirements. If any question or problem brought to the attention of the immediate supervisor or Food Service Director by any employee involves the interpretation or application of a specific provision of this Agreement, the Union Steward or designated representative shall have an opportunity to be present before adjustment of the grievance.

All differences and disputes between the School District and the Union and/or employees, raised by the Union or employees and relative to meaning, interpretation or application of specific provisions of the Agreement shall be presented to the grievance procedure provided below:

Step 1:

The employee, with his/her steward and/or committeeman, will contact the Food Service Director or his/her delegate and explain the grievance in writing within ten (10) working days after the occurrence of the event giving rise to the grievance. Following such discussion, the grievant will receive the answer in writing within three (3) school days. If the grievance is not presented within the ten (10) day period spelled out above, the matter shall be deemed resolved and the School District's action or failure to act will stand.

Step 2:

If the grievance is not settled, after discussion or within three (3) school days after presentation, the grievance will be reduced to writing and submitted to the Assistant Superintendent for Business Services. A written answer will be filed with all parties as soon as possible, but no later than seven (7) work days from date of submission at Step 2. If the written grievance is not presented within ten (10) working days following the Step 1 answer, the matter shall be deemed resolved and the School District's action or failure to act will stand.

Step 3:

If the grievance is not resolved at Step 2, it may be appealed to the Superintendent of Schools and/or Board of Education within ten (10) working days following receipt of a written answer of the Assistant Superintendent for Business Services.

Step 4:

If the matter is not adjusted in Step 3 or an answer is not given within the time specified, the Union may, by written notice to the District within fifteen (15) working days after the Step 3 answer, request that the grievance be referred to an impartial arbitrator selected in the manner hereinafter provided. The Union, within ten (10) working days following the written notice being given to the District, must initiate the arbitration selection process or the grievance is deemed settled.

The parties shall request the American Arbitration Association to furnish each party with an identical panel of seven (7) arbitrators. The arbitrator shall be selected in accordance with the rules of the American Arbitration Association.

The arbitrator shall have authority only to interpret and apply the provisions of the Agreement to the extent necessary to decide the submitted grievance and shall not have the authority to add to, detract from, or alter in any way the provisions of this Agreement. The arbitrator's award shall be final and binding upon the District and the Union. The fees and expenses of the arbitrator, including a transcript, shall be borne equally by the District and the Union.

Any of the time limits within this Article may be extended by mutual agreement. The District or Union shall not unreasonably deny a request for such extension.

ARTICLE X PAY DATES AND SALARY COMPUTATION

Employees shall be paid two times per month. Paydays are the fifteenth (15th) day of the month and the last day of the month. Employees will be paid before bank holidays instead of school holidays. If the fifteenth or the last day of the month falls on a weekend or bank holiday, the payday will be on a Friday or the working day immediately preceding the bank holiday. Pay is for hours worked during the previous month pay period. Paychecks will be delivered to each school.

ARTICLE XI PENSION OR RETIREMENT FUND

All employees approved to work six hundred (600) hours or more per year are eligible to participate in the Illinois Municipal Retirement Fund (IMRF). A percentage will be deducted from the wages of each employee (the employee's share) as established by the IMRF Board. To this deducted amount will be added an additional amount as determined by the IMRF Board for the Board of Education of the District (employer's share). Complete information regarding the benefits under this retirement plan may be obtained in the Business Office.

ARTICLE XII INSURANCE

Health insurance benefits for all full-time employees working six or more Board approved hours per day, and the employee's share of the premium, will be determined by the Board of Education. Additionally, the Board will provide, free of charge to all full-time food service employees, \$50,000 of life insurance and \$50,000 of accidental death and dismemberment insurance coverage. Finally, one food service employee, selected by the bargaining unit, will be included on the Insurance Committee, without pay.

ARTICLE XIII DISMISSAL

The Board has a right to discharge any employee at any time for just cause such as dishonesty, theft of employee or school property, drinking on the job, smoking in prohibited areas, malicious mischief or leaving the school premises during working hours without notification to and consent of supervisor; intoxication, damage to school property due to carelessness; fighting on school premises, and excessive absenteeism or tardiness. The above conditions for dismissal are subject to the grievance procedure of the contract.

ARTICLE XIV UNION MEETINGS

Meetings are to be held outside school food service employees' working hours. Should the Union request to meet on district property, the location of the meeting will be authorized by the Director of Food Services, or the Assistant Superintendent for Business Services, or their designee.

The Director of Food Service will inform building principals and other administrators on the names of the officers and representatives of this bargaining unit, provided that the Chief Stewart submits these names to the Director of Food Service.

ARTICLE XV MANAGEMENT/LABOR MEETINGS

Management and labor agree to meet periodically during the duration of this contract. Either party may request a meeting, however, the time, date, and location of the requested meeting must be mutually agreeable.

ARTICLE XVI GENERAL WORKING RULES

1. All school food service personnel are responsible to the Head Cook, who arranges rotation schedules, approved time sheets, supervises employees, and

makes regular reports to the Food Service Director pertaining to the school lunch employees.

2. The hours of work may vary in the elementary and high schools. Each employee is responsible for recording the time worked on his/her time sheet each day. The employee's lunchtime is unpaid. Any employee who works four and a half (4.5) and up to six (6) board-approved hours shall receive one (1) fifteen (15) minute paid break period.
3. With the approval of the Food Service Director, each school will establish at the beginning of the year, the hours for beginning and ending work. Employees will work the number of hours specified unless the Head Cook and Food Service Director agree on changes. The total number of hours worked in each school will be compared with the number of lunches served each month. If the hours worked for each lunch served is out of line, adjustments in schedules will be necessary. All changes in Board approved work hours that are deemed to be permanent, whether an increase or decrease from the original Board approved hours, must formally be approved by the Board of Education before taking effect.
4. A free lunch is provided to any employee who receives a 15 minute break or 30 minute lunch period. The lunch time is not included in the work day. No food is to be eaten while working or to be taken home.
5. Employees may be transferred from one school to another and schedules adjusted as conditions demand. When a bargaining unit member will be on a board-approved leave of absence for more than thirty (30) calendar days, and the temporary vacancy that is caused by said leave is either at a high hourly rate of pay and/or greater number of hours, the employer shall post (district-wide) the temporary vacancy for five (5) business days and then fill the temporary vacancy not later than the thirty-first (31st) calendar day or the next business day with the senior most qualified bidder.

Vacancies that occur as a result of filling a temporary vacancy will be filled as above with the most senior qualified bidder within the affected job classification (district-wide). Any/all other resulting vacancies shall be filled per the existing practice of building seniority. There will be only one move per classification for the affected vacancy. A substitute worker will be employed to fill in the last vacancy as needed.

6. If an employee will not be able to work his or her scheduled hours, the employee must provide the Food Services Office with at least one day's advance notice. If one day's advance notice is not possible, the employee must call the Food Services Office and the Head Cook/Satellite Cook immediately upon learning that he or she will not be able to work the scheduled hours. Such notice must be given at least 30 minutes before the employee's shift is scheduled to begin, or between 7:00 AM and 8:30 AM, whichever is earlier. The telephone number is (815) 933-0725.

7. All food service employees shall maintain a professional and safe appearance.

8. You may be asked to work evenings or on weekends for special functions for school or civic groups. Authorization for use of school lunch facilities and employees must come from the Food Service Office. Forms for groups to use are available in the principal's office. Do not accept direct payment, your time must be turned into the Food Service Office. The rate of working for special functions is one and one-half (1½) times the regular rate of pay for the position being worked in accordance to Article II, Section 9.
9. A physical examination is required by a medical doctor prior to the beginning of employment in Food Service at the expense of the employee. Evidence of freedom from Tuberculosis must be submitted to the Food Service Office prior to the beginning of employment.
10. To protect yourself, do not take any food out of the school. Anyone apprehended will be dismissed and may be liable to charges of stealing.
11. No kitchen equipment is to be loaned without permission from the Food Service Director. A record must be kept of the date borrowed, by whom and when returned.
12. Notify the Food Service Office, Human Resources, and Payroll Departments of changes in address, telephone numbers, or changes in exemptions for your payroll deductions.
13. All efforts should be made to keep necessary equipment operable.
14. One member of a building food service crew, designated by the Director of Food Services, will be allowed to report to work one-half hour earlier than scheduled on the morning after a Board Meeting. Such time will be afforded to clean up after the said Board Meeting and the rate of pay for such time will be that of a Cafeteria Helper.

ARTICLE XVII REDUCTION IN FORCE

1. When a reduction in force is necessary to adapt to changing conditions, such reduction shall begin with the least senior employee and will determine the individual to be bumped from that classification. If the individual's overall bargaining unit seniority allows, then the individual will be allowed to bump the least senior person from any lower classification, providing the person is qualified to perform the required job duties. A plan for this reduction shall be presented to the Union for discussion prior to the plan's implementation. This plan would include the necessary reductions and transfers. Seniority would be a prime consideration in any reduction or transfer, provided the employee is qualified for

the position. The plan would also include a recall procedure, which shall give the same weight to seniority as in reductions or transfers. The Board of Education will reserve the right to the final decision concerning staff reduction with due regard to efficient food service operations and employee qualifications. If an employee is unable to accept a transfer, or is laid-off, that employee will retain recall rights for one year. Reductions that can be accomplished through attrition will not be covered by this article.

2. If during the life of this contract a reduction in force is necessary, the Board agrees to negotiate a Reduction in Force plan that would include a provision which would make seniority by job classification and then overall bargaining unit seniority as the two primary factors, as outlined in Section 1 above. However, no Reduction in Force plan will be developed that guarantees an individual who is reassigned within their job classification or to a different job classification equal hours and equal pay. If a reduction in force is not necessary, seniority shall remain to be one of the factors in determining promotions during the life of this contract, assuming that the person applying for the promotion meets all requirements of the job posting.

ARTICLE XVIII OUTSOURCING

If during the term of this contract, the District desires to outsource work currently performed by the bargaining unit members for economic reasons, it shall:

1. So notify the Union at least six (6) months prior to a proposed effective date for outsourcing.
2. Provide the Union with a full and complete opportunity to bargain in good faith the decision and impact.
3. To provide the Union with any and all relevant information connected with the prospect of outsourcing.

The parties recognize that the above program is subject to the grievance and arbitration procedure of Article IX and that procedure shall be used in lieu of the Illinois Education Labor Relation Act.

ARTICLE XIX FAMILY AND MEDICAL LEAVE ACT

For the duration of this collective bargaining agreement regarding the Family and Medical Leave Act (FMLA), an eligible bargaining unit member who can show

that his/her grandparent(s) are the employee's legal or custodial guardian will then be allowed to treat said grandparents as if they were their legal parents for the purposes of FMLA leave. Such a request for FMLA must be initiated by the employee who shall supply the School District with the appropriate and required documentation upon the School District's request.

**ARTICLE XX
MANAGEMENT RIGHTS CLAUSE**

Subject to the provisions of this Agreement, the Board of Education has the sole responsibility and authority to establish, manage, and direct on behalf of the public all of the operations and activities of the School District to the full extent authorized by law including the sole right to hire, fire, and direct work force as well as all other items not covered herein.

**ARTICLE XXI
DURATION OF CONTRACT**

It is further stated and agreed that this contract is in force for the period from its ratification by the Board of Education of District No. 111, Kankakee, Illinois to and including June 30, 2011.

Signatures:

KANKAKEE SCHOOL DISTRICT NO. 111

BY: _____

TITLE: _____ **DATE:** _____

BY: _____

TITLE: _____ **DATE:** _____

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL NO. 73

BY: _____

TITLE: _____ **DATE:** _____

BY: _____

TITLE: _____ **DATE:** _____

BY: _____

TITLE: _____ **DATE:** _____

BY: _____

TITLE: _____ **DATE:** _____

**ADDENDA
EXHIBIT A**

**FOOD SERVICE EMPLOYEES WAGE SCALE
JULY 1, 2008 TO JUNE 30, 2011**

	2008-2009	2009-10	2010-11
Head Cook	\$15.15	\$15.60	\$16.05
Satellite Cook	\$13.80	\$14.20	\$14.65
Cook	\$13.05	\$13.45	\$13.85
Cashier and Food Service Driver	\$12.20	\$12.55	\$12.95
Cafeteria Helper	\$11.60	\$11.95	\$12.30

All food service employees who complete continuous years of active service as of June 30th will be given a longevity stipend in their second paycheck in December as follows:

Five (5) years	=	\$100
Ten (10) years	=	\$125
Fifteen (15) years	=	\$150
Twenty (20) years	=	\$200
Twenty Five (25) years	=	\$250

In addition to the foregoing, an employee may apply the annual Board determined allotment to purchase district-approved uniform pieces as needed. Receipts for such purchases shall be submitted to the Food Services Office for reimbursement to the employee. The Board shall not reimburse any employee for uniform pieces that are greater than the annual allotment or more than the price for the purchased uniform piece(s).

**ADDENDA
EXHIBIT B**

**SCHOOL FOOD SERVICE JOB CLASSIFICATIONS AND DESCRIPTIONS
KANKAKEE SCHOOL DISTRICT NO. 111**

HEAD COOK

QUALIFICATIONS:

1. Ability to read, write, and speak English.
2. Ability to see and hear within normal ranges (with correction).
3. Must be physically able to work in extreme heat and cold and to stand for long periods of time and have the manual dexterity, stamina, and strength to lift and carry objects weighing up to 35 pounds and work with chemical cleaning agents.
4. Ability to work effectively as part of a group and to follow directions.
5. Ability to perform basic arithmetic functions: (add, subtract, multiply, divide, and make change).
6. Have computer and budgeting skills.
7. Ability to learn and operate computer software program with training.
8. Have a High School Diploma or equivalent.
9. Holds a current Illinois Food Service Sanitation Certification.
10. Must have knowledge of health and safety rules and regulations pertaining to food establishments, including sanitation and maintenance regulation.
11. Have the ability to supervise, train, motivate and evaluate the work performance of food service staff under your direction.
12. Have the ability to relate positively to staff and students.
13. Must have knowledge of quantity food recipes, ordering and production.
14. Must be self-motivated and have good judgment, trustworthiness, flexibility, good organization skills, and emotional maturity.
15. Must have knowledge of the general USDA school lunch guidelines.
16. Must have knowledge of weights and measures in regard to quantity cooking.
17. Able to supervise and operate a multi-faceted kitchen.
18. Alternatives to the above qualifications as the Board or Food Service Director may find appropriate and acceptable.

REPORTS TO: Director of Food Services

TERMS OF EMPLOYMENT: As per School Calendar and Board approved hours
Wages established by Board of Education

GENERAL RESPONSIBILITIES:

Supervise and participate in the food service operation. Prepare and serve attractive and nutritious meals in an atmosphere of efficiency, cleanliness, and warmth in a school food service facility. Provide breakfast, lunch and/or catering to one or more elementary and/or secondary schools using standardized recipes.

PERFORMANCE RESPONSIBILITIES:

1. Supervises and assists with all activities related to meal production planning, preparation, and service to clients.
2. Opens kitchen, checks all refrigerators, freezers, and ranges for proper operation.
3. Plans, supervises and assists in assuring the cleanliness of the premises.
4. Schedules working hours for employees with the Director of Food Services as per Board approved hours.
5. Operates the cafeteria in accordance with the requirements of the USDA School Food Service Programs, the Kankakee County Health Department, the Food Service Director, the school administration and the Board of Education.
6. Trains, instructs, motivates, supervises and evaluates cooks, cashiers, cafeteria workers and student assistants assigned to the school by the Director of Food Services.
7. Understands Point of Sale computer program enough to assist as a back-up operator, monitor cashier operations and answer account questions.
8. Maintains standards of sanitation and safety as set by the Director of Food Services, local, county, state and/or federal regulations.
9. Monitors and trains staff on personal safety issues and reports all injuries to the Food Service Office for proper identification and documentation.
10. Maintains and documents accurate food temperatures and trains staff on its importance.
11. Forecast, order or requisition adequate foods and supplies in appropriate amounts as justified by sales or usage according to ordering schedule determined by the Director of Food Services.
12. Supervise receiving and storing of food deliveries. Check in items as delivered and sign invoices and delivery statements. Report discrepancies to appropriate party.
13. Assures that the recipes as given by USDA and the Director of Food Services are followed. Prepares recipes in amounts justified by portions served.
14. Assumes responsibility for the accuracy and completeness of all cafeteria records and reports and for the safekeeping of cafeteria funds.
15. Assures that all school meal guidelines are followed when serving meals.
16. Train, supervise, and assist staff on equipment and work area safety, cleaning and maintenance.
17. Cleans and helps to maintain equipment, as well as requests equipment maintenance through the Food Service Office if necessary.

18. Helps to keep floors and walls clean of spills and trash.
19. Maintains accurate, up-to-date food and equipment inventories.
20. Communicates information from administration to all food service staff under his/her supervision.
21. Operates food service as if it were a business. Budget time, food and supplies economically.
22. Promotes the products and services of the operation.
23. Handles several tasks at once.
24. Promotes a positive attitude and teamwork among kitchen staff. Cooperates and works with principal and instructional staff as part of that school's team to promote not only the Food Service Program, but also the mission of the school.
25. Will participate in the School District Risk Management Plan and if necessary serve on the District or Food Service Safety Committee.
26. Follows and enforces Food Service dress code.
27. Performs other duties, which may be assigned by the Director of Food Services.

EVALUATION: Performance of this job will be evaluated annually.

COOK

QUALIFICATIONS:

1. Ability to read, write, and speak English.
2. Ability to see and hear within normal ranges (with correction).
3. Must be physically able to work in extreme heat and cold and to stand for long period of time and have the manual dexterity, stamina, and strength to lift and carry objects weighing up to 35 pounds and work with chemical cleaning agents.
4. Ability to work effectively as part of a group and to follow directions.
5. Ability to perform basic arithmetic functions: (add, subtract, multiply, divide, and make change).
6. Must know weights and measures for the use of quantity cooking.
7. Ability to learn and operate computer software program with training.
8. High School Diploma or equivalent.
9. Holds a current Illinois Food Service Sanitation Certificate.
10. Must have knowledge of cooking procedures, with preference for quantity-cooking experience.
11. Must have knowledge of sanitation and safety rules and regulations pertaining to food establishments.
12. Ability to relate positively to staff and students.
13. Must have the ability to assist head cook in the use of quantity food recipes, ordering and production.
14. Must be self-motivated and have good judgment, trustworthiness, flexibility, good organizational skills, and emotional maturity.
15. Must have knowledge of the general USDA school lunch guidelines.
16. Alternatives to the above qualifications as the Board or Food Service Director may find appropriate and acceptable.

REPORTS TO:

Head Cook
Food Service Director

TERMS OF EMPLOYMENT:

As per School Calendar and Board approved hours
Wages established by Board of Education

GENERAL RESPONSIBILITIES:

Assist in the preparation and serving of attractive and nutritious meals in an atmosphere of efficiency, cleanliness, and warmth in a school food service facility. Provide breakfast, lunch and/or catering to one or more elementary and/or secondary schools using standardized recipes.

PERFORMANCE RESPONSIBILITIES:

1. Prepare and serve fresh, tasty, and attractive entrees, sandwiches, vegetables and desserts in a timely manner.
2. Follow standardized recipes using correct weights and measures in amounts necessary to feed all customers without excessive waste. Determine how to properly utilize leftover products.
3. Cleans, organizes and maintains equipment and facilities.
4. Possess working knowledge of the computer and helps the cashier if needed.
5. Practices standards of sanitation, quality control, and customer service.
6. Possess basic knowledge of ordering and can assume duties of Head Cook, if necessary.
7. Help to promote good public relations and actively markets the food service program.
8. Assist in the receiving and storing of food deliveries.
9. During serving times, continually assess sales and student count to ensure sufficient food has been prepared.
10. Assist in supervising, training and maintaining a good working environment and productive working relationships with fellow employees.
11. Helps to keep floors and walls clean of spills and trash.
12. Cleans and helps to maintain equipment and reports needed maintenance of equipment to Head Cook or Satellite Cook.
13. Will participate in the School District Risk Management Plan and if necessary serve on the District or Food Service Safety Committee.
14. Complies with food service dress code.
15. Performs other duties, which may be assigned by the Head Cook or Food Service Director.

EVALUATION: Performance of this job will be evaluated annually.

SATELLITE COOK

QUALIFICATIONS:

1. Must have the ability to read, write, and speak English.
2. Must have the ability to see and hear within normal ranges (with correction).
3. Must be physically able to work in extreme heat and cold and to stand for long periods of time and have the manual dexterity, stamina, and strength to lift and carry objects weighing up to 35 pounds and work with chemical cleaning agents.
4. Must have the ability to work effectively as part of a group and to follow directions.
5. Must have the ability to perform basic arithmetic functions: (add, subtract, multiply, divide, and make change).
6. Ability to learn and operate the computer software program with training.
7. High School Diploma or equivalent.
8. Hold a current Illinois Food Service Sanitation Certificate.
9. Must have knowledge of cooking procedures, with preference for quantity-cooking experience.
10. Must have knowledge of sanitation and safety rules and regulations pertaining to food establishments.
11. Has the ability to relate positively to staff and students.
12. Must have knowledge of quantity food ordering and production.
13. Must be self-motivated and have good judgment, trustworthiness, flexibility, good organizational skills, and emotional maturity.
14. Must have knowledge of the general USDA school lunch guidelines.
15. Must have the ability to organize and supervise a single-unit kitchen operation.
16. Alternatives to the above qualifications as the Board or Food Service Director may find appropriate and acceptable.

REPORTS TO:

Head Cook of Preparation Kitchen
Food Service Director

TERMS OF EMPLOYMENT:

As per school Calendar and Board approved hours
Wages established by Board of Education

GENERAL RESPONSIBILITIES:

Supervise and assist in the preparation and service of attractive and nutritious school meals in an atmosphere of efficiency, cleanliness, and warmth to customers in a single school under the direction of a Head Cook in a production kitchen.

PERFORMANCE RESPONSIBILITIES:

1. Opens kitchen, checks all refrigeration, freezers, ranges and serving line for proper operation.

2. Starts preparation of breakfast and prepares breakfast items as needed.
3. Starts the POS terminal and computer and acts as cashier. Sees that all required reports are printed at the end of the day, and needed negative balance letters are sent out. Trains other staff members on computer operation so that cafeteria helpers can monitor the computer as needed.
4. Discusses menu and portion control with staff.
5. Assigns breakfast and lunch duties for cafeteria helpers on a weekly basis.
6. Receives and checks the amount and temperature of foods received from preparation kitchen.
7. Completes daily production records and uses them in forecasting future food production needs.
8. Informs base kitchen as soon as possible of any changes in meal count, time of feeding, field trips, and so on.
9. Cooperates and works with principal and instructional staff as part of that school's team to promote not only the Food Service Program, but also the mission of the school.
10. Provides help, if needed, for special events that may occur during or after serving hours as per union contract.
11. Sets the standards for sanitation, quality control, and customer service in the workplace.
12. See that trays are destained frequently.
13. Accurately requisitions and places orders for food and supplies from warehouse, bakery, dairy and produce provider as per schedule and forwards orders to food service office.
14. Communicates information from administration to all cafeteria personnel in respective kitchen.
15. Assumes responsibility for the accuracy and completeness of all cafeteria records, time sheets, and reports and for the safekeeping of cafeteria funds.
16. Makes deposit or deposit ticket, or obtains receipt from school secretary verifying deposit amount, as per individual school policy.
17. Cleans and helps to maintain equipment and requests equipment maintenance through Food Service Office as necessary.
18. Helps to keep floors and walls clean of spills and trash.
19. Will participate in the School District Risk Management Plan and if necessary serve on the District or Food Service Safety Committee.
20. Follows and enforces Food Service dress code.
21. Performs other duties, which may be assigned by the Head Cook or Food Service Director.

EVALUATION: Performance of this job will be evaluated annually.

CASHIER

QUALIFICATIONS:

1. Must have the ability to read, write, and speak English.
2. Must have the ability to see and hear within normal ranges (with correction).
3. Must be physically able to work in extreme hot and cold and to stand for long period of time and have the manual dexterity, stamina, and strength to lift and carry objects weighing up to 35 pounds and work with chemical cleaning agents.
4. Must have the ability to work effectively as part of a group and to follow directions.
5. Must have the ability to perform basic arithmetic functions: (add, subtract, multiply, divide and make change).
6. Ability to accurately handle money and balance the cash drawer.
7. Must have some computer skills and ability to learn and operate computer software with training.
8. High School Diploma or equivalent.
9. Possess knowledge of sanitation and safety rules and regulations pertaining to food establishments.
10. Has the ability to relate positively to staff and students.
11. Must be self-motivated and have good judgment, trustworthiness, flexibility, good organizational skills, and emotional maturity.
12. Must have knowledge of the general USDA school lunch guidelines.
13. Must have the ability to provide friendly, efficient service.
14. Alternatives to the above qualifications as the Board and Food Service Director may find appropriate and acceptable.

REPORTS TO:

Head Cook
Food Service Director

TERMS OF EMPLOYMENT:

As Per School Calendar and Board approved hours
Wages established by Board of Education

GENERAL RESPONSIBILITIES:

To make all meal transactions via point of sale terminal at assigned facility in an accurate, friendly, and professional manner and to maintain all records for customer accounts and monies collected and deposited. Help with any assigned food preparation and service task when not undertaking cashier functions.

PERFORMANCE RESPONSIBILITIES:

1. Assumes responsibility for lunchroom receipts.
2. Maintains student meal accounts accurately.
3. Operates the point of sale terminal during meal times making sure that each

- customer's account is appropriately accessed and charged.
4. Enters all point of sale transactions correctly.
 5. Is responsible for sending notes on delinquent accounts and collecting all food service money.
 6. Relates to students, parents and teachers in a polite, factual, and professional manner.
 7. Totals daily cash receipts. Prepares food service reports.
 8. Prepares the daily deposit ticket accurately. Inspects the deposit receipt from the bank for accuracy. May be assigned to go to bank to make deposit for a number of schools.
 9. Understands and practices standards of sanitation, quality control, and customer service.
 10. Beginning and end of day computer activities are rotated where multiple cashiers are assigned.
 11. Before, after and between serving times, and when not responsible for beginning and end of day computer activities, assist in other meal preparation and kitchen activities as assigned by head cook.
 12. Responsible for ordering and inventory of cashier and computer supplies.
 13. Responsible for the organization, filing and storage of all meal count and cash reports as required by the school district, state and federal guidelines.
 14. Helps to keep floors and walls clean of spills and trash.
 15. Cleans and helps to maintain equipment and reports needed maintenance of equipment to Head Cook or Satellite cook.
 16. Will participate in the School District Risk Management Plan and if necessary serve on the District or Food Service Safety Committee.
 17. Complies with food service dress code.
 18. Performs other duties, which may be assigned by the Head Cook or Food Service Director.

EVALUATION: Performance of this job will be evaluated annually.

FOOD SERVICE DRIVER

QUALIFICATIONS:

1. Able to read, write, and speak English.
2. Must have the ability to see and hear within normal ranges (with correction).
3. Must be physically able to work in extreme heat and cold and to stand for long period of time and have the manual dexterity, stamina, and strength to lift and carry objects weighing up to 50 pounds and work with chemical cleaning agents.
4. Must hold a valid Illinois driver's license.
5. Possess good driving record without any recent moving violations and can pass standardized driving test.
6. Must be able to drive school delivery vehicles safely and efficiently, being able to properly operate hydraulic tailgate lift device.
7. Has a good sense of direction and know the streets of Kankakee and the location of all Kankakee schools.
8. Must have the ability to work effectively as part of a team.
9. Is cooperative and follows directions.
10. Must have the ability to perform basic arithmetic functions: (add, subtract, multiply, divide, and make change).
11. High School Diploma or equivalent.
12. Has the ability to relate positively to staff and students.
13. Must be self-motivated and have good judgment, organizational skills, trustworthiness, flexibility, and emotional maturity.
14. Such additions to the above qualifications as the Board or Food Service Director may find appropriate and acceptable.

REPORTS TO: Food Service Director
Head Cooks
Warehouse Manager

TERMS OF EMPLOYMENT: As per school Calendar and Board approved hours
Wages established by Board of Education

GENERAL RESPONSIBILITIES:

To gather, load, deliver and occasionally put away all food, supplies and equipment that is needed to cook and serve school meals and requested catering events in a atmosphere of efficiency, cleanliness, professionalism and cooperation. Also, to see that the vehicles and kitchen exhaust fans filters and hood are properly cleaned and maintained.

PERFORMANCE RESPONSIBILITIES:

1. Knows the location of schools in Kankakee School District #111 and can map out the best route to each school and other delivery sites to meet established

- delivery schedules.
2. Delivers food and supplies from base kitchens and the warehouse to designated schools in a safe and timely manner.
 3. Pick up and deliver dishes and trays for cleaning and service, as necessary.
 4. Delivers food and supplies as requested by cooks from warehouse or other kitchens.
 5. Delivers food service equipment as needed from school to school or place of storage or repair.
 6. Insures that the Food Service vehicles are in good working order. Requests for van maintenance are to be secured through the Food Service Office.
 7. Keeps food service vehicle clean and neat on the inside and outside. Cab and box should be free of personal items and liter at all times.
 8. Help to maintain the cleanliness and orderliness of LCC storeroom area and parking garage.
 9. Makes sure food service vehicles are adequately gassed and fully operational before using.
 10. Makes sure vehicles and contents are secure at all times:
 - A. Doors are locked
 - B. Keys are not left in the vehicle
 - C. Vehicle is not left unattended in a questionable area.
 11. Remove, transport, clean and reinstall exhaust filters from overhead vents for scheduled cleaning as set up by the cooks and Food Service Director.
 12. When cleaning or changing exhaust fan filters, perform basic cleaning and wipe down of exhaust fan hoods.
 13. Will participate in the School District Risk Management Plan and if necessary serve on the District or Food Service Safety Committee.
 14. Comply with Food Service dress code.
 15. Performs other duties, which may be requested by Satellite Cook and Head Cook under the direction of the Food Service Director.

EVALUATION: Performance of this job will be evaluated annually.

CAFETERIA HELPER

QUALIFICATIONS:

1. Must be able to read, write, and speak English.
2. Must have the ability to see and hear within normal ranges (with correction).
3. Must be physically able to work in extreme hot and cold environment and to stand for long period of time and have the manual dexterity, stamina, and strength to lift and carry objects weighing up to 35 pounds and work with chemical cleaning agents.
4. Must have the ability to work effectively as part of a group and to follow directions.
5. Must have the ability to perform basic arithmetic functions: (add, subtract, multiply, divide, and make change).
6. Ability to learn to operate computer software program with training.
7. High School Diploma or equivalent.
8. Ability to relate positively to staff and students.
9. Must be self-motivated and have good judgment, trustworthiness, flexibility, and emotional maturity.
10. Such additions to the above qualifications as the Board or Food Service Director may find appropriate and acceptable.

REPORTS TO:

Head Cook, Cook or Satellite Cook
Food Service Director

TERMS OF EMPLOYMENT:

As per school Calendar and Board approved hours
Wages established by Board of Education

GENERAL RESPONSIBILITIES:

To help prepare and serve attractive and nutritious school meals in an atmosphere of efficiency, cleanliness, and warmth to customers in a single school.

PERFORMANCE RESPONSIBILITIES:

1. Assists in serving meals and cleaning kitchen area according to schedule set by the Cook, Satellite Cook or Head Cook in charge of the kitchen.
2. Keeps production, storage and service areas clean.
3. Assists with tray returns, dish room areas, washing pots and pans, cleaning tables in cafeteria, cleaning steam table, and cleaning other equipment.
4. Assists the cook with the preparation of food.
5. When serving on the line, monitors food usage, alerts person in charge when

- quantities appear to be low.
6. Works regularly on serving line.
 7. Makes customer service a priority.
 8. Operates the point of sale terminal at mealtime as necessary.
 9. Participates in all promotions prepared by the Food Service Director.
 10. Comprehends basic knowledge of ordering and fills in for Cook or Satellite Cook when necessary.
 11. Understands and practices standards of sanitation, quality control, and customer service.
 12. Helps to keep floors and walls cleans of spills and trash.
 13. Cleans and helps to maintain equipment and reports needed maintenance of equipment to Head Cook or Satellite Cook.
 14. Will participate in the School District Risk Management Plan and if necessary serve on the District or Food Service Safety Committee.
 15. Complies with food service dress code.
 16. Performs other duties, which may be assigned by the Satellite Cook, Head Cook or Food Service Director.

EVALUATION: Performance of this job will be evaluated annually.

MEMORANDUM OF UNDERSTANDING
Job Descriptions

We agree to establish a committee that allows us to update all job descriptions that may or may not include consolidating job descriptions and/or classifications. This memorandum of understanding shall be extended throughout the life of this contract.

MEMORANDUM OF UNDERSTANDING
Adjustment of Sick Leave

The Board will add an additional half-day to those part-time employees who have one (1) half day of sick leave at the close of the 2007-08 school year. This additional half day will result in a full day of sick leave for these affected part-time employees at the beginning of the 2008-09 school year. For example, if the employee has 5.5 sick days, this will round up to 6.0 sick days.