

CONTRACT AGREEMENT

SEIU LOCAL 73

FOOD SERVICES EMPLOYEES

and

SCHOOL DISTRICT U-46

JULY 1, 2021 -JUNE 30, 2024



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SCOPE OF AGREEMENT

This collective bargaining agreement (Agreement) is entered into by and between the Board of Education of School District U-46, Elgin, Illinois (District or Employer) and Service Employees International Union Local No. 73 as of July 1, 2021.

PREAMBLE

The parties hereto acknowledge that the school system exists primarily for the education and benefit of the children and the parents who support the schools. Employment practices must, therefore, meet the needs of the schools first.

In furtherance of these objectives, the parties have entered into this Agreement in order to provide for an uninterrupted food service program in the schools through promotion of a good working relationship and better understanding between the Board of Education and its Food Service employees; to establish, insofar as practicable, uniform hours of work, standards of pay, and other conditions of employment on a fair and equitable basis; and to establish adequate machinery for the orderly settlement of grievances or disputes should they occur.

MANAGEMENT RIGHTS

The Union recognizes that the Board has responsibilities and authority to manage and direct, on behalf of the public, the operations and activities of the Food and Nutrition Department to the full extent authorized by law, which responsibilities and authority shall be limited only by the specific provisions of this Agreement.

ARTICLE I – BARGAINING UNIT

Section 1

The District recognizes the Union as the sole and exclusive bargaining representative for all full-time and part-time food service employees, including the titles of Lead Cook; Cook II; Baker; Assistant Cook; Satellite Leader; Food Service Technician; Material Expediter; Material Stocker; Cafeteria Relief; Food Service Elementary Lead; and Food Service Elementary Assistant Lead, but excluding supervisors, managers, confidential and short-term employees as defined in the Act. A full-time employee is an employee who is regularly scheduled to work at least six (6) hours per day, each day of the five-day week. A part-time employee is an employee who is regularly scheduled to work at least 3.75 hours, and less than six (6) hours, per day, each day of the five-day week.

Section 2: Dues Deductions

Upon confirmation by the Union that a new employee covered by this agreement has authorized checkoff of dues, assessments, or fees, the Employer shall deduct such dues, assessments, and fees from wages owed to that employee. If the employee informs the Employer that the authorization is revoked or declined and it is confirmed by the Union, dues will not be withheld.

Section 3

The Union agrees to indemnify and save the District harmless against any liability which may arise by reason of any action taken against the District in complying with the provisions of Article 1, Section 2, including reimbursement for any legal fees or expenses incurred in connection therewith.

ARTICLE II - SENIORITY

Section 1

Seniority means length of service from the last date of hire, including summer recess when cafeterias are not operated and employees are not paid.

- a. Seniority shall begin upon completion of the sixty (60) working day probation period and shall revert to the last date of hire.
- b. Where, and only as, expressly so stated in an applicable section of this Agreement, seniority will be used as a basis for increasing or decreasing the workforce, promotions and transfers, taking into consideration qualifications, prior discipline, evaluations, documented performance and/or attendance concerns, responses thereto and other specified factors as described in this Agreement, the applicable job description and/or posting.
- c. Employees shall be offered opportunities to fill any vacancy in a bargaining unit position, which includes a newly created position and lateral transfers, that may occur. A lateral transfer is a transfer from the employee's current position and classification to another position in the same classification.

When a vacancy occurs or a new position is created, the position will be posted electronically for all members on the District's website. Additionally, the district will strongly encourage supervisors to post hard copies on the worksite's bulletin board. The posting will include the classification location and the amount of hours. Applications shall be made electronically within five (5) working days of the written notice.

Applicants must be qualified, based on qualifications identified in the applicable job description and posting, evaluations, prior discipline, documented performance and/or attendance concerns and responses thereto. If applicants are equally qualified, after taking into consideration the foregoing factors, the employee with the highest seniority shall be appointed.

There shall be a fifteen (15) working day probation period for any previously employed person who is transferred into a vacancy, provided that, if such employee does not successfully complete the probationary period, such employee shall return either (1) in the case of a full-time employee, to the employee's prior position, or (2) in the case of a part-time employee, to a position of pay and responsibility similar to the position held by the employee prior to the transfer or promotion.

Only actively working employees shall be eligible to bid for a vacant position(s). If an employee is on a leave of absence, FMLA, Workers Compensation or other approved leave at the time the position is to be filled, that employee will not be eligible to bid or move into the vacant position.

- d. Employees may apply to a vacancy that has a lower starting pay than their current position. When applying to such positions, applicants will be evaluated in accordance with subsection 2.1(c).

If an employee is accepted into a position with a lower starting pay, then the employee's current pay will be reduced in proportion to the difference in starting rates of the respective positions. For example, if an employee moves from an Assistant Cook position to an FST position, then the employee would be assigned a rate of pay that is 88% of their rate of pay as an Assistant Cook, assuming \$16.50 and \$14.50 starting rates of the respective positions. To be clear, because the starting rate of an FST is 88% the starting rate of an Assistant Cook, the employee would make 88% of their Assistant Cook wage when they start as an FST.

This subsection is intended to recognize an employee's seniority when moving to a lower paid position. An employee who makes above the starting rate of their current position will be placed above the starting rate of the position they are moving into in a way that is directly proportional to the difference in the starting rates of the respective positions.

- e. Reduction in Force and Recall. The Board shall give written notice to the Union of its intention to initiate a Reduction in Force ("RIF") at least ten (10) calendar days in advance of formal action by the Board to effect the RIF. The notice to the Union shall include the names and classifications of the employees to be RIFed, along with an updated seniority list. Employees shall be provided a notice of the RIF in accordance with the requirements of the applicable provisions of the Illinois School Code (currently Section 10-23.5, thirty (30) calendar days before the honorable dismissal takes effect) with honorable dismissal according to District seniority - least senior first - within the applicable classification; provided, however, all probationary employees (other than transfer employees on probation under Section 1.c. above) in the applicable classification shall first be dismissed followed by employees who volunteer, in writing within ten (10) weekdays of the Board's public action on the RIF, to be RIFed.

RIFed employees will have recall rights in accordance with the applicable provisions of the Illinois School Code (currently Section 10-23.5, with recall by classifications in reverse order of dismissal for one (1) calendar year from the start of the school term following the RIF).

In the event the District decides to transfer employees as a result of the RIF or reduction in hours, the transfer will first be on a voluntary basis, starting with the most senior employee by District seniority, continuing through the District seniority list until completed. If there are insufficient volunteers, the remaining positions shall be filled by involuntary transfer of the least senior employee within the classification first. Transfer rights as prescribed in Section 1.c. above shall be waived for this transfer process.

In the event an employee(s) is involuntarily displaced due to a RIF, that employee(s) will have a one-time option to return to their former work location before Article II, Section 1.c. is implemented, provided there is a vacancy in such position. This one-time option will expire in one (1) year after involuntary displacement.

The Union and the District will meet prior to the RIF and the transfer process to review the seniority list on which RIF and transfer decisions will be made.

Employees who are in higher classifications and have been selected for a reduction in force may bump an employee with less District seniority in a lower classification, provided that the senior employee is qualified to perform the duties of the less senior employee.

- f. The Union steward will be given the following information on any new employee: name, address, age, school group assignment, rate of pay, and date of employment.
- g. A copy of each vacancy notice shall be sent to the steward prior to the vacancy being posted.
- h. Emergency call back will be authorized by the Director of Food Services.

- i. Stewards and/or committee members are to sit in as an observer on job interviews, transfers, and/or bid positions.
- j. Substitutes who have worked in that capacity for three consecutive years and transfer to a permanent Food Service position will have a 30 working day probation period.
- j. An employee can request a temporary change in their work hours for extenuating circumstances for a reasonable period of time. The District's decision is not subject to the grievance procedure under Article XXII.
- k. In cases of leaves granted pursuant to Article XI of this Agreement, seniority as defined herein shall not be broken but shall be bridged. Seniority bridged in this manner shall not accrue during such leave, unless otherwise required by law.
- l. Job descriptions shall be made available electronically via the District website and during each employee's annual evaluation. If any changes are made to a job description, a copy of the updated document will be provided to each employee prior to publication.

Section 2: Probationary Food & Nutrition Employees

- a. Probationary employees can be defined as staff who are new to Food & Nutrition Services or who have transferred internally between two positions within Food & Nutrition Services. The probationary period lasts for 60 days.
- b. New staff to Food & Nutrition Services will be required to attend the FNS New Hire Orientation Meeting as part of their onboarding. FNS New Hire Orientation is scheduled monthly, and new staff will be assigned to the date closest to their start date.
- c. Staff who have transferred internally within FNS into a new position will not be required to attend New Hire Orientation, but will be subject to the same applicable 20day, 40day and 60-day performance reviews.
- d. All probationary employees undergo a 60 day work probationary period, which will result in 3 documented performance reviews: 20 days, 40 days and 60 days. The performance reviews will provide new staff members with the opportunity to review training, job performance and provide the manager with coaching opportunities. These reviews will be shared with the Department Director. Only annual reviews will be formally documented and submitted through the online appraisal portal. Depending on the probationary calendar, one of the probationary reviews might be considered as the annual review.
- e. During the probationary period the following attendance guidelines will be followed
 - i. Within the first 20 days: 1 missed day will result in a written final warning, 2nd missed day within the first 20 days will result in terminated employment.
 - ii. Within the first 40 days: If the 2nd missed day is between day 21-40, the employee will be given an additional written warning, if an additional missed day occurs- for a total of 3 days- employment will be terminated.
 - iii. Within the final 60 days: If the 3rd missed day is between day 41-60, the employee will be given an additional written warning, if an additional missed day occurs- for a total of 4 days- employment will be terminated.
- f. After the probationary period has ended, all Food & Nutrition Services staff will adhere to the attendance policy outlined in the SEIU Contract and Food & Nutrition Services Employee

Handbook.

- g. In accordance with the SEIU contract, all probationary employees are required to comply with the department's uniform policy on their first day of employment. Reimbursement for shoe and uniform allowance will be annually by October 31, or after a new hire's probationary period of 30 days.

ARTICLE III- PROPERTY
TAX EXTENSION
LIMITATION ACT

If, and only if, tax cap levy legislation (such as an amendment to the Property Tax Extension Limitation Law) is enacted and signed into law which has the effect of freezing or reducing District U-46's expected revenue from the extension of the real estate tax levy for the operating funds (the sum of the following funds (the "Operating Funds")-- Education, Operations and Maintenance, Transportation and Special Education, if separate from the Education Fund) as compared to the prior tax year extension for the Operating Funds, then the increase provided for in Section 13.2 for the school year following the school year in which the levy was adopted shall be reduced to Oo/o, unless otherwise agreed by the Board and the Association. The extension analysis must be done each school year by the later of April 1 or within fourteen (14) days after the District receives notice of the tax levy extension for the Operating Funds from the County Clerk for each county in which the District levies real estate taxes. Within ten (10) days after the completion of the extension analysis, the Board shall provide a copy of the analysis and any supporting documentation available to the Association. The Association shall have ten (10) days from its receipt in which to request a meeting for clarification of the analysis, which meeting must take place within ten (10) days of receipt of the Association request. Additionally, in order for the District to exercise its rights under this Section, its levy request must be in an amount which maximizes the tax rates allowed under the Property Tax Extension Limitation Law for the Operating Funds. If legislation is enacted in the last year of the Agreement, or if the impact of the legislation will not take place until after the last year of the Agreement, then no salary adjustment under this Section will be made.

Within thirty (30) calendar days after the extension analysis (as defined in the preceding paragraph) is received by the Association but in no case until after the clarification meeting, should one be requested, has taken place, the Board shall give written notice

to the Association of its intent to invoke the application of this Section. The Board and the Association shall then meet within ten (10) calendar days of the Association's receipt of the notice from the Board to discuss the Board's intention and negotiate the impact if the Board determines to invoke the application of this Section. The same process shall be followed if the Board intends to invoke the application of this Section for any school year following the school year in which tax cap levy legislation (such as an amendment to the Property Tax Extension Limitation Law) is enacted and signed into law.

Notwithstanding the foregoing, the salary increases provided for in Section 13.2 of this Agreement shall not be frozen and the salary increases shall be applied retroactively to the start of the applicable school year if the actual Operating Funds revenue received from the real estate tax levy for the calendar year in which the salary increases were initially frozen exceed the Operating Funds revenue for the immediately preceding calendar year. The Operating Fund Revenues to be used for this comparison shall be the Operating Fund Revenues received in the calendar year immediately preceding the calendar year in which this Section was invoked by the Board and the Operating Funds Revenues received in the calendar year in which the salary increases were frozen. The amount of the salary increase shall be the negotiated amount of the increase provided for in Section 13.2 or, the percentage amount of the Operating Fund increase (if less than the negotiated increase). This operating fund revenue analysis shall be done each year by March 1.

The District's determination of the effect of the tax cap levy legislation under the first paragraph of this Section and whether a salary increase is due under the immediately preceding paragraph of this Section are subject to the grievance procedure in this Agreement.

Upon expiration of this Agreement, this Section shall cease to apply and not automatically be renewed.

ARTICLE IV - HOURS OF WORK

Section 1

Daily work schedules for Food Service employees shall be determined by the Director of Food Service based upon the needs of the schools, and shall be uniform unless otherwise determined by the Director of Food Service to be necessary to meet the needs of the schools. The work week shall be Monday through Friday, five consecutive days and shall be uniform.

If the Food Service requests a change of schedule of start times within a building, the change of hours will be offered by seniority in the classification at that work location. If no one in the classification requests the new scheduled change of hours, the least senior employee of that classification will be assigned the changed schedule. The schedule change at that building will not be fewer hours than previously assigned by

transfer. The change of hours will not be solely for the purpose of reducing overtime in accordance to Article XIX.

Section 2

It is an objective of the Board to provide employees with an adequate number of hours of work per day to perform work required. If an employee feels that they are not being provided adequate time to perform the work assigned, they may appeal to their immediate supervisor to determine if the time allowed is adequate. This does not restrict the District from employing additional personnel during peak periods, if no other bargaining unit employees in the same building are immediately available.

Section 3

It is the responsibility of the employee, when an absence is necessary, to notify the Food Service Manager or Direct Supervisor as far in advance as possible giving the reason for the absence. Employees themselves will call in their absences unless they are in the hospital or in a similar, documentable, emergency situation that would prevent them from personally, making the call.

Section 4

All bargaining unit members will be required to attend three (3) paid, four (4) hour professional development sessions as directed by administration during non-student attendance days. One of the professional development dates will be dedicated for all employees to complete their compliance training required by the ROE and Human Resources. Employees may not accumulate overtime and may not complete GCN outside of the assigned dates. If an employee is unable to complete GCN within the allotted time provided they may appeal to the Director for additional time to complete the training.

Section 5

Employees will be assigned to work beyond normal employment per day in preparation for or service at special events, in accordance with bargaining unit seniority in the classification and building affected, and will be compensated in accordance with the provisions of Article XIX, Section 2 below.

Section 6

Full-time and part-time employees are required to work on early release/testing days at middle and high schools when meal services are provided as determined by the Food Service Department. For high school finals, full time employees are expected to work or if less than a full staff is needed, as determined by the Food Service Department, seniority will determine work time. Commissary employees may be called upon to do light maintenance on machinery on a voluntary basis, provided that management has the right to either accept the volunteer or assign an employee to the task.

Management shall maintain a list of substitutes for extra work. Sign-up sheets will be made available to all employees.

Section 7

Summer school work shall be offered first to employees in the affected buildings and if there is an insufficient number of applicants, the work shall then be offered to employees outside the affected buildings based on seniority after taking into consideration the factors identified in Article II, Section 1.b.

Section 8

Summer school work in middle and high schools shall be offered first to members in the

affected building, and if there are an insufficient number of applicants, then to members outside the affected buildings on the basis of work experience and seniority.

Any bargaining unit members who wish to sign up for work during the summer shall have no guarantee that they will be called and shall remain on that list for the summer. Any bargaining unit member who fails to show up for summer work upon being scheduled or is absent more than two days during the work period after being scheduled shall be removed from the summer schedule for the remainder of the summer program and shall not be eligible for summer work for the following year at the discretion of the Food Service Director.

Section 9

Administration, in collaboration with the Union, will annually provide bargaining unit members with the method by which school closings will be announced.

Section 10

Before using substitute employees to meet temporary work needs at a particular building, the Board shall first offer the work to current employees in order of seniority at that building, so long as performance of the work does not cause such current employees to become eligible for overtime or for insurance coverage where the employee is not otherwise eligible. If the work opportunity is not accepted in the first offering, then those who would exceed forty (40) hours will be offered the work in order of seniority. In addition, the District will also exhaust all Cafe Relief personnel if available before assigning a substitute employee to the temporary work.

Section 11

In the event that the District determines that it is in need of a special assignment for Food Service issues, it shall offer that special assignment to member(s) of the unit taking into consideration the applicable job descriptions and posting, evaluations, prior discipline, documented performance and/or attendance concerns and responses thereto. In the event of a tie, seniority shall prevail. The posting would be open to all interested SEIU members and shall be posted for a five (5) working day period. The hours of the assignment shall be identified on the posting, and the assigned member(s) shall be given advance notice of additional hours of work beyond the posted assignment. The District shall not be required to assign non-collective bargaining unit work to unit members.

The rate of pay for the special assignment shall be \$1.30 more per hour than the member's current rate of pay but in no event less than one (1) hour. After the completion of the assignment, the member shall be returned to his/her position at his/her previous current rate of pay. The District reserves the right to determine what, if any, special assignments will be created, along with the duration and qualifications needed for the special assignment.

Mileage reimbursement to and from the special assignment if outside the member's designated work location, will be in accordance with IRS standards. If a member is on a leave of absence at the time of the posting, the member shall not be eligible to bid on the position. Leave of absence shall be defined as medical leave, personal leave or workers' compensation.

Section 12

Full-time employees, other than Elementary Leads, will be offered the opportunity to work two (2) extra days at the beginning of the school term. At the discretion of the District, Elementary Leads may be given the opportunity of working up to two (2) extra days at the beginning of the school term.

Article V - Health Insurance

This Language will replace the previous contract language prior to 2019 and all memorandums of understanding prior to 2019.

Section 1: Eligibility

All members of the bargaining unit as of June 30, 2019 who work six (6) hours per day and thirty (30) hours per week and six (6) months of the year will be included in the health insurance program underwritten by the Board of Education. Any bargaining unit member hired after June 30, 2019 and who works more than six (6) hours per day and more than thirty (30) hours per week and more than six (6) months of the year will be included in the health insurance program underwritten by the Board of Education. The Board and Union understand that plan design and the monitoring of the comprehensive insurance plan will be the responsibility of the District Insurance Committee of which the Union is a charter member. The District Insurance Committee will see that appeal procedures are in place with providers for matters of plan and benefit interpretation and, therefore, such matters will not be subject to the grievance procedure contained within this Agreement.

Section 2: Health Care Committee

Each eligible employee will be able to choose from the available plans offered by the Board. The Board and SEIU understand that plan design and the monitoring of the comprehensive health care benefits program will be the responsibility of the District Health Care Committee of which the Union is a charter member. As outlined in the Health Care Committee Charter, there shall be a standing committee known as the District Health Care Committee, comprised of five administrative members, five ETA members, five Region 63 members, one SEIU member and one support staff member, with authority and responsibilities as described in this Charter. The Committee is established to monitor, advise, evaluate, and make recommendations, including changes, concerning the Health Care Plan to the Board of Education. The District Health Care Committee will see that appeal procedures are in place with providers for matters of the plan and benefit interpretation and, therefore, such matters will not be subject to the grievance procedure contained in this Agreement.

Section 3: Employee Contribution

The contribution for employees for single, employee + spouse, employee + dependent children, or employee + spouse + dependent children (family) coverage for all plan options will be 15% of the rate established in the applicable calendar year by an independent actuary selected by the Board after consultation with the District Health Insurance Committee. Employees shall pay 100% of the cost of coverage for any dependent veteran child.

Section 4: Commitment to Maintain Current Eligible Job Levels

The District agrees not to drop the level of eligible employees below the level of the 2018-2019 fiscal year for the term of the contract.

No employees will have their hours cut and given to another employee or new hire without cause. For example, if a position is vacated, the district still reserves the right to determine the hours necessary to perform the tasks and/or if the workload changes and/or sales decrease at a site, the district may adjust hours or eliminate the position(s). Before any such hour reductions take place, the District will notify the Union and will, upon request, meet to discuss the proposed changes. This shall not be construed as a forfeiture of the Union's right to demand to bargain over the effects of those changes.

ARTICLE VI - PAID HOLIDAYS

Section 1

All full-time Food Services employees shall be paid for the following holidays: Labor Day, Columbus Day, Thanksgiving Day, day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King, Jr.'s Birthday, February Holiday*, Spring Holiday**, and Memorial Day.

Section 2

All part-time food service employees shall be paid for the following holidays: Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Day, and New Year's Day.

Section 3

All Assistant Leads hired after the date of ratification shall be paid for the following holidays: Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day.

Section 4

Any employee absent on the scheduled day before or the scheduled day after a holiday will not receive pay for the holiday unless excused by the Director of Food Service.

*This day will be announced annually by the Board of Education as either Lincoln's Birthday or President's Day.

**This day will be scheduled annually by the Board of Education.

ARTICLE VII - FUNERAL
LEAVE

Full-time employees will receive up to three (3) funeral days with pay per year and part-time employees will receive one (1) funeral day with pay per year in cases of death in the immediate family. The immediate family shall be defined as parent, spouse, brother, sister, children, grandparents, grandchildren, comparable in-laws, step-family members and those over whom the employee has legal guardianship or relatives of the employee's immediate household.

ARTICLE VIII - SICK
LEAVE

Section 1

All employees who qualify under IMRF guidelines shall receive ten (10) sick days per year, which shall accumulate from year to year without limitation and shall be taken only in the event of personal illness, serious illness or death in the immediate family. Sick days may not be used until after the completion of the sixty (60) working day probation period.

Section 2

If personal illnesses of employees prolong their absences from duty after the sick days they have accumulated are exhausted, they shall have the right to request disability benefits as provided by the Illinois Municipal Retirement Fund, eligibility to be determined by the IMRF.

Section 3

Any employee requesting a sick day immediately before or after a vacation or holiday may be requested to produce documentation of the illness.

Section 4

Any employee absent for three (3) or more consecutive working days shall be required to turn in a doctor's excuse at the employee's expense. A doctor's note will be required of any employee who is suspected of, and has established, a pattern of abuse of sick leave.

ARTICLE IX:
ABSENTEEISM

The principles of progressive discipline shall apply to disciplinary action for excessive absenteeism or abuse of sick or other leave for illness or incapacity.

Abuse shall be defined as 3 or more incidents per semester in which sick time is taken on the same day of the week, first, or last day of the week, and day after payday. If the employee uses all of the allotted sick time in less than five (5) months, and more than half the days are single day occurrences (FMLA or long term sick use excluded).

Generally, progressive discipline for a single flagrant incident, or a pattern, of abuse of sick or other leave for illness or incapacity will start with a suspension without pay and may move to

termination for a second flagrant or pattern offense.

The following offences that could skip the first two steps in progressive discipline are no-call-no-show, taking time off after being denied, calling in sick on the day prior and/or the day immediately after a holiday without a doctor's note or use of unpaid sick time due to no days remaining in bank.

Generally, progressive discipline for excessive absenteeism will consist of:

- 1) A verbal notification when an employee has two (2) or fewer sick leave days remaining in his/her annual allotment of sick leave. The Union President shall be promptly notified in writing or by email of the verbal warning.
- 2) A written verbal warning will be given to the employee, with a copy to the Union President, promptly after the exhaustion of the annual allotment of sick leave.
- 3) A written warning on the first absence after receipt of the written warning, with a copy to the Union President.
- 4) A suspension without pay of up to one (1) day on the first absence after receipt of the written warning, with a copy to the Union President.
- 5) A longer suspension without pay of up to three (3) days on the second absence after receipt of the written warning, with a copy to the Union President. In addition, upon the second absence after receipt of the written warning, the employee shall have his/her bidding privileges restricted by loss of the opportunity to bid on any extra work or new work for the next thirty (30) work days.
- 6) Termination upon the third absence after receipt of the written warning.

Steps (1) through (5) above do not apply when the employee claims and qualifies the absence under FMLA, Workers' Compensation, maternity leave and/or a leave for health reasons.

A documented absence of consecutive days shall be treated as a single absence/occurrence after the exhaustion of the annual allotment of sick leave, if the employee produces at his/her expense a physician's certification of illness or disability which renders the employee unfit to work during the absence. The District may, at its expense, have an employee examined by a physician of the District's choice at any time to verify the certification from the employee's physician and/or in connection with any other absence of an employee related to illness or disability.

This sequence of progressive discipline for excessive absenteeism will restart each school year.

ARTICLE X - Tardiness Policy

Section 1

As stated in the employee handbook-staff is required to clock in on time ready to work. This is defined as: in complete uniform, hands washed, hair in hair restraints and working at/in their assigned station.

Even though the time clock gives the variance of 7 minutes before or after, this is a payroll function; it is not a cushion to be tardy/late. If you are not at your assigned work station at the time your assigned schedule starts, it is considered tardy.

Tardiness policy will be as follows:

- Anything past your assigned start time is considered late and will result in 1/4 of an occurrence.
- Eight (8) minutes past your assigned start time will result in 1/2 of an occurrence.

- Fifteen (15) minutes past your assigned start time will result in 3/4 of an occurrence.
- Thirty (30) minutes past your assigned start time will result in 1 occurrence.

These occurrences will be applied to the attendance policy summarized in the FNS Employee Handbook; section 9, page 9 and in the SEIU Contract.

Understanding that life happens, in the event you are going to be late it is your responsibility to call your supervisor/manager as soon as possible. Depending on the reason given & frequency of incidents, the tardiness policy can potentially still apply.

ARTICLE X - PERSONAL BUSINESS LEAVE

Section 1

- a. All full-time Food Service employees shall have three (3) paid personal days per year. A personal business day may be used for any purpose excluding recreational activities. Part-time employees shall be permitted one (1) paid and two (2) unpaid personal days under this Section.
- b. Each employee must notify their immediate supervisor of a personal leave request at least forty-eight (48) hours prior to the day requested or as possible in an emergency. Paid days not used will be added to sick leave if the employee qualifies for sick leave.
- c. Personal leave days cannot be used in conjunction with a holiday or vacation period unless approved by the Director of Food Service.
- d. Personal leave cannot be used while an employee is on sick leave.

Article XI- VACATION Blackout and Professional Development Days

The Board will provide a calendar to all bargaining unit employees by April 30th of each year for the following school year. It will list all professional development days and all vacation blackout days which will be defined as the first two weeks of school, the day before and the day after holidays, and the last week of school. Employees must get approval from the Director to take days off during blackout days.

ARTICLE XII - E- Learning Days

Section 1

- a. In the event that the District declares an E-Learning Day as a substitute for a regularly scheduled school day prior to December 31 of any fiscal year, employees will be allocated New Year's Eve as an additional holiday with pay. If an E-Learning Day is declared between January 1 and the end of the school term in a fiscal year, employees will attend an additional professional development day with pay as determined by administration. Employees will not suffer a loss of pay, meaning a loss in the number of hours they would regularly be scheduled to work, if an E-Learning day is scheduled. If more than two days are declared in a fiscal year, the District and the Union will meet to determine how to structure an additional work day(s).

- b. If the District declares a snow day and that snow day will be made up at the end of the year, then employees will be expected to work on that make up day at the end of the year.

ARTICLE XIII - LEAVES
OF ABSENCE

Section 1- Personal Leaves

- c. Upon request of a non-probationary employee, the Board may grant an unpaid leave of absence for up to one (1) year.
- d. Applications are to be submitted to the Director of Food Service and Human Resources thirty (30) days prior to the date on which the leave is to begin.
- e. The employee will be given the opportunity to continue insurance coverage as set forth in this Agreement during the leave of absence, but will be required to pay all premiums connected with this coverage. All premiums must be paid in advance of the month due.
- f. The employee shall submit written confirmation of his/her intent to return from leave sixty (60) days prior to the end of the leave. Upon return, the employee shall be returned to his/her former position if the position still exists, or to a mutually agreed upon position provided that any employee who, upon his/her return from leave, accepts a position other than his/her former position shall have preference over all other candidates in the event his/her former position becomes vacant within one (1) year after his/her return from leave.

Section 2- Medical Leaves

- a. A leave of absence without pay for up to one (1) year, inclusive of sick leave, will be granted for temporary disability. Disability means the employee's inability by reason of any medically determinable physical or mental impairment due to injury or sickness, to perform the duties of his/her occupation.
- b. Applications with a supporting doctor's statement are to be submitted to Human Resources.
- c. The employee will be given the opportunity to continue insurance coverage as set forth in this Agreement during the leave of absence, but will be required to pay all premiums connected with this coverage. All premiums must be paid in advance of the month due.
- d. The employee must submit written confirmation of his/her intent to return from leave no less than one (1) week prior to the end of leave. Such time requirement may be waived by Human Resources. Upon return, the employee shall be returned to his/her former position, if the position exists, or to a position assigned by the Director of Food/Nutrition Services at the same amount of hours regularly scheduled before the leave, provided that the employee shall have preference over all other candidates in the event that his/her former position becomes vacant within one (1) year after his/her return from leave.

Section 3 - Family and Medical Leaves

Certain of the above leaves are covered by the Family and Medical Leave Act of 1993 (FMLA) and will be available as such to all full-time bargaining unit members who qualify under the Act and District Policy. Such leaves will provide the employee with up to twelve (12) weeks of continued insurance coverage in any twelve month period. Procedures for intermittent or reduced leave, notice requirements, medical certification, effect on benefits, job protection, forms to be submitted shall be according to District Policy.

FMLA leaves are available for the birth of a child; the care of such child; placement of a child with the employee for adoption or foster care; the care of a spouse, son or daughter, or parent of the employee if such relative has a serious health condition; or because of a serious health condition that makes the employee unable to perform the functions of his/her job.

Section 4 - Vacation Leave

Employees may request up to five (5) days of unpaid leave each school year. Said requests may be granted based upon District seniority and shall be based upon substitute availability and shall be made at least thirty (30) days in advance. The Board may also grant an unpaid leave of absence for up to one (1) year.

ARTICLE XIV – MEAL/REST
PERIOD

Employees may take one regular, menu lunch as long as it does not conflict with operational needs. All managers will assign full-time employees (six (6) hours or more) a combined total of 30 minutes for a paid meal period and a 15 minute paid rest period. Part-time employees may receive an unpaid meal period assigned by the manager. A fifteen minute paid break will be provided for those employees working four (4) to less than six (6) hours a day.

The lunch and rest period shall not interfere with the operating needs of the Department.

ARTICLE XV –
UNIFORMS/SHOES

Section 1

All food service employees will be provided three shirts each school year. All food service employees will get \$125 for purchase of black pants (no denim) which must be approved in order to receive reimbursement. Employees will be responsible for submitting the reimbursement electronically into the approved system. These uniforms must be worn at all times while at work. Material Expeditors shall be provided, no less than after every second school year, with a winter jacket and alternate years a vest and each year a knit cap. Uniforms must be laundered and otherwise maintained by the employees. In the event that an employee cannot wear the uniforms provided due to medical restrictions, that employee will provide the District with medical certification. All uniforms needed for medical reasons will be supplied by the district.

Section 2

Employees must wear closed leather shoes with non-skid soles. Shoes must be visually approved by the appropriate supervisor. The employee will be responsible for submitting the reimbursement electronically into the approved system. The district will reimburse the employee for shoes at a cost of \$100 each school year. All reimbursements must be submitted by October 31 or after a new hire's probationary period (30 work days).

Section 3

The Board shall create a uniform committee consisting of two (2) administrators and three (3) bargaining unit members to meet at least once per year to discuss the selection of uniforms. The committee will make the final recommendation to the Director if the majority agrees. If there is not agreement, the Director will make the final determination.

ARTICLE XVI – WORKER'S
COMPENSATION

Employees sustaining any injury on the job or work-related illness must immediately report such injury or illness to the Director of Food Service or designee as soon as possible given the nature of the injury or illness. The Board may require any employee sustaining any injury on the job or work-related illness to perform light duty consistent with the employee's medical limitations. The maximum length of light duty is up to 60 work days, subject to extension for an additional 120 work days.

ARTICLE XVII - RETIREMENT FUND/EARLY RETIREMENT INCENTIVE

Section 1

- a. All employees who work 600 hours or more per year shall come under the Illinois Municipal Retirement Fund.
- b. Social Security benefits will be paid both by the Employer and the Employee at the current legal rates.
- c. Contributions to the Illinois Municipal Retirement Fund will be made at the rates established by the IMRF.

Section 2

The following retirement program will only be available for employees that were hired prior to June 30, 2019.

- 1. An SEIU bargaining unit member will be eligible for this program if he/she is at least 55 years of age and has at least 20 years of service credit in the District and is eligible to retire under the provisions of the Illinois Municipal Retirement Fund.
- 2. To be eligible for participation, the employee must make a written irrevocable application at least one (1) year prior to retirement.
- 3. A one-time bonus will be paid over the last four months of employment. The bonus will be in an amount that is sufficient to increase the employee's IMRF reported earnings in the final twelve (12) months of employment by exactly 6.0% over the employee's IMRF reported earnings in the immediately preceding twelve (12) months, so long as such amount does not cause the Board to be subject to accelerated payments to IMRF under Section 7-172(k) of the Illinois Pension Code or other applicable law.
- 4. The employee may revoke his/her election to retire in case of death of a spouse or total disability. If an employee revokes his/her intention to retire, all monies paid as an incentive must be repaid.

ARTICLE XVIII - PHYSICAL EXAMINATION

New employees are required to provide evidence of physical fitness and freedom from communicable disease, including tuberculosis, and these examinations are at the expense of the employee. Periodic physical examinations may be requested by the State and/or Board of Education, and these exams will be paid by the Board.

ARTICLE XIX - EMPLOYEE
INTENTION TO LEAVE

At least two weeks' notice of intention to leave is required of all employees provided, however, where it is not possible to give such notice, employees shall be given the opportunity to demonstrate such cause for failure to provide the required notice to the District. Those failing to either provide two weeks notice or to show cause for such failure shall forfeit benefits and will be required to repay the District for any amounts received by the Employee during the affected school year for uniforms and shoes under Article XIII above.

- a. All uniforms must be returned on the final day of employment or the employee will be charged for them on a pro-rata basis. Any amount due, will be deducted from the final check.
- b. The allowance provided for shoes will be reimbursed to the District on a pro-rata basis unless the employee provides a two week notice of intent to leave. If proper written notice is provided, the employee will not be charged for the shoes provided by the District.

ARTICLE XX - SALARY
SCHEDULES

Section 1

All employees are paid an hourly rate according to job classification. Wage schedule is attached hereto [as Appendix A] and considered a part of this Agreement. [See also Memorandum of Understanding - Appendix B]

Section 2

The District will move all SEIU members over to a Bi-Weekly compensation system. Prior to conversion, the District will provide training to all members to assist them in preparing for the transition from the current process (FY12) of receiving equal pay spread out over the school year to 26 pays and receiving pay only for the previous two weeks of work. Each pay period will cover two weeks, beginning with a Saturday and ending on a Friday. Compensation for the pay period will be issued on the following Friday by direct deposit or pay card. The future pay schedule will be shared with the SEIU leadership and all employees at least 30 days prior to the conversion.

Section 3

An employee shall be assigned by the Manager to substitute for the Manager when the Manager is not at the worksite of a middle school or high school for four (4) hours or more, the acting Manager shall receive an additional \$30 daily stipend.

Section 4

An employee assuming the responsibilities for a higher paid position will be paid at the rate of the higher position.

Section 5

If a FST volunteers to work as a substitute, said employee shall be paid at the rate he/she is currently earning.

ARTICLE XXI - OVERTIME

Section 1

If required, all time in excess of forty (40) hours in one work week will be paid at time and one-half.

Section 2

In the event that additional hours are available, Time and one-half will be paid for hours worked beyond the normal employment per day in preparation for or service at District special events requiring cafeteria employees' services or kitchen use. Double time shall be paid for non-District special events requiring cafeteria employees' services or kitchen use. Provided however, that any bargaining unit member assigned to a catering unit position shall be paid at the regular rate of pay and not the overtime rate as described in this paragraph.

District special events that are catered by a third party are not included in this overtime paragraph, as well as District catered special events that involve kitchen use or employee services of less than 15 minutes of preparation and clean-up time.

Section 3

Overtime and other available hour opportunities during the work year shall be extended to employees within the affected building on a rotational basis. The rotation schedule will begin each school year with the most senior employee. In the event that an insufficient number of employees sign up for the work within the affected building, it shall then be posted and shall be granted on the basis of applicable work experience and then seniority.

ARTICLE XXII - JURY DUTY

Section 1

When an employee is summoned for jury duty, the Manager and the Human Resources office should be notified. The Human Resources office can no longer request a delay in jury duty.

Section 2

When an employee serves jury duty, the employee will receive regular pay for the period of jury duty which occurs on working days. Per Diem pay for service as a juror will be turned over to the Human Resources office when received. The employee may retain the monies received for travel. All benefits of the employee will continue while on jury duty.

ARTICLE XXIII - NO-STRIKE/NO LOCKOUT

The Union and its members agree not to engage in a strike, work slow-down, or work stoppage for the duration of this Agreement. The Board of Education agrees not to lock out employees for the duration of this Agreement.

ARTICLE XXIV - GRIEVANCE PROCEDURE

Section 1- Definition

Any claim by a bargaining unit member or the Union that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.

Section 2 - Protection

All bargaining unit members will be entitled to fair, reasonable and equitable treatment when processing grievances. A bargaining unit member who participates or intends to participate in any grievance as described herein shall not be subjected to discipline, reprimand, warning, or reprisal because of such participation or intention. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participant.

Section 3- Rights

Any bargaining unit member shall have the right to present grievances in accordance with these procedures and to be represented by the Union. Nothing contained herein shall be construed as limiting the right of any bargaining unit member having a grievance to discuss the matter informally with his/her immediate supervisor and having the grievance resolved, provided the resolution is consistent with the provisions of this Agreement.

Section 4 - Time Limits

The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. Whenever illness or other incapacity of the grievant and/or involved administrator prevents his presence at a grievance meeting, the time limits shall be extended to such time that said party can be present. When such grievance meetings and conferences are held during school hours or a mutually agreed upon time, all employees whose presence is required shall be excused, with pay, for that purpose.

Section 5 - Conformity with Agreement

Adjustment of any grievance as described herein shall be consistent with the provisions of this Agreement.

Section 6 - Advanced Step Filing

A grievance claim on behalf of two or more bargaining unit members having the same grievance and grievances involving an administrator other than building level administrators may be filed by the Union at Step II of the formal grievance procedure. Grievances concerning the suspension without pay and/or discharge of an employee shall be taken up initially at Step 2 of the formal grievance procedure and must be filed within ten (10) working days from the date the employee is sent written notification of the suspension or discharge. In all instances, grievances filed by the Union must be filed within ten (10) working days after the event giving rise to the grievances unless the grievant(s) could not have known about the event in the exercise of reasonable diligence, in which case the period will be ten (10) working days from the time when the event should have been known in the exercise of reasonable diligence. No grievance shall be adjusted without prior notification to the Union and opportunity for a Union representative to be present.

Section 7 - Withdrawing Grievances

A grievance may be withdrawn at any level by the grievant or the Union.

Section 8 - Procedures

Any bargaining unit member who believes there is a basis for a grievance may discuss the matter informally with his/her immediate supervisor.

Section 9 - Formal Grievances

The following formal grievance procedure may be invoked by a grievant:

- a. **Step I (Immediate Supervisor)**
The grievant may submit to the immediate supervisor, within ten (10) school days after the event giving rise to the grievance unless the grievant(s) could not have known about the event in the exercise of reasonable diligence, in which case the period will be ten (10) school days from the time when the event could have been known in the exercise of reasonable diligence, a statement of the nature of the grievance and provisions of the Agreement allegedly violated, and the relief sought. A copy of the grievance shall be submitted by the bargaining unit member to the Union representative and by the immediate supervisor to the superintendent. Within five (5) school days of receipt of the grievance, the immediate supervisor shall meet with the bargaining unit member and the Union representative in an effort to resolve the grievance. The immediate supervisor shall indicate his disposition of the grievance within five (5) school days after such meeting. The Union and the Superintendent shall both be notified in writing as to the disposition of the grievance

- b. **Step II (Superintendent)**
If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within the above-stated time limits, the grievant shall file a complete, Step II grievance within seven (7) school days after receiving the immediate supervisor's disposition or after the above-stated time limits have expired, and submit the grievance to the superintendent or designee. Within five (5) school days the superintendent or designated representative shall meet with the grievant and the Union representative. Within five (5) school days of the meeting the superintendent shall indicate in writing the disposition of the

grievance. The Union and the immediate supervisor shall be notified of said disposition.

c. Step III (Board of Education)

If the grievant is not satisfied with the disposition made by the superintendent, or if no disposition has been made within the above-stated time limits, then the grievant shall file a Step III grievance within seven (7) school days after receiving the disposition of the superintendent or designee or after the above-stated time limits have expired, and submit the grievance to the Board by filing a copy with the President of the Board and the superintendent or, upon mutual written agreement of the Board and the Union, to arbitration before an impartial arbitrator as hereinafter provided.

If the grievance is submitted to the Board, the Board at its next regularly-scheduled closed session meeting, shall meet with the grievant, the Union representative, and the superintendent or designee, to review such grievance in executive session or give such grievance the consideration as it shall deem appropriate. The disposition by the Board shall be made within seven

(7) days of the meeting. A notification of such disposition shall be furnished to the grievant, the Union, and the immediate supervisor.

d. Step IV (Arbitration)

If the Union is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made by the Board within the period above provided, or if the Board and the Union have chosen to instead submit the grievance to arbitration, the grievance may be submitted to arbitration before an impartial arbitrator by the Union. If the Union fails to forward notification regarding the submission of the grievance to arbitration to the Board, Step IV, within twenty (20) school days of receipt by the Union of the Board's disposition, when Step III has been used, then the grievance shall be considered waived.

If the Federal Mediation and Conciliation Service (FMCS) is not notified within thirty (30) days of the notification to the Board, the grievance shall be considered waived. If the parties cannot agree as to the arbitrator, he/she shall be selected by the FMCS in accordance with its rules, which rules shall likewise govern the arbitration proceedings. Both the Board and the Union shall have the right to reject one panel in its entirety and request that a new panel be submitted. Either party has the right to request that any panel that is submitted be limited to members of the National Academy of Arbitrators. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The Board and the Union shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. Both parties agree that the award of the arbitrator shall be final and binding. The Board and the Union shall share equally the cost of the arbitration.

Section 10 - Representation and Witnesses

In any grievance meeting or hearing, either party may bring such witnesses and/or representatives as the respective party may select.

Section 11 - Discipline and Discharge

The Board of Education will not discipline or discharge any non-probationary employee without just cause and will use a progressive discipline procedure consisting of, but not limited to oral warnings, written warnings, suspensions, and termination. This will not prevent the Board from taking immediate action for unusual or severe circumstances. Oral and written warnings shall be removed from the employee's personnel file after one (1) year provided that the employee receives no further discipline for similar infractions or for infractions that are more severe in nature. Notices of suspension will be removed after (2) years provided that the employee receives no further discipline for similar infractions or for infractions that are more severe in

nature. An employee may submit to Human Resources a written request to view their employee file in the Human resources department with a pre-arranged appointment.

Section 12 - Suspension Pending Investigation

An employee who is suspected of having committed an offense which warrants severe discipline may be suspended with pay for up to thirty (30) working days pending completion of an investigation of the matter. The time limit may be extended an additional ten (10) working days due to unforeseeable circumstances not caused by the Employer or the Union. If the Employer then determines that the discharge is not warranted or that disciplinary action less than discharge is warranted, a non- probationary employee shall be reinstated without loss of accrued seniority and, if lesser discipline is imposed, may grieve the lesser discipline in accordance with Article XXII.

ARTICLE XXV- STEWARDS AND COMMITTEES

Stewards and committee members as determined by the Union shall be recognized by District U-46.

ARTICLE XXVI - BULLETIN BOARDS

Food Service bulletin boards shall be made available to the Union in each kitchen area for posting of Union bulletins and information.

ARTICLE XXVII - WORKLOAD

Section 1

It is the objective of the Employer to provide sufficient employees in each cafeteria so food services may be supplied in a satisfactory manner.

Section 2

It is an objective of the Board not to schedule a workload beyond the capacity of each group of employees.

Section 3

No employee will be required to lift excessive weight by themselves. Two employees should work together on lifting and, in some cases, the building custodians will be requested to lift excessive weight.

Section 4

In assessing the workload of a kitchen all variables, including arrangement of the kitchen, working conditions, menu, numbers to be served, etc., will be taken into consideration when personnel are assigned.

ARTICLE XXVIII- PART-
TIME EMPLOYEES

Section 1

The provisions of Article XXII, Grievance Procedure, shall apply to part-time employees.

Section 2

Separate seniority lists shall be maintained for full-time and part-time employees for purposes of layoff and recall.

Section 3

A single seniority list including full-time and part-time employees shall be maintained for purposes of job bidding for posted vacancies.

Section 4

When a full-time employee is absent, a part-time employee shall be given first option for extra hours whenever possible and practical as determined by the Director of Food Service.

Section 5

In the event that a full-time employee's hours are reduced to a level of part-time status, that employee shall not lose previously accumulated sick days.

ARTICLE XXIX-
SANITATION COURSE

For all Food Service employees, sanitation certificates shall be required as a condition of employment or shall be obtained by the start of the second school term of employment. In addition, all new employees will be required within thirty (30) working days of their start date to complete food safety/food handler certification training thru the GCN or designated application (employees will be compensated for (40) minutes to complete the training). Employees shall not be eligible for a promotion until certification is obtained, and failure to obtain certification within the required time shall be cause for dismissal. The Director of Food Service will specify the location and time for the course to be attended. The Board of Education shall pay the costs of tuition and required text material only for the class offered by the District. If the employee is unable to attend the class due to limited seating, medical absence, delay of direction by the Director of Food Service and/or designees, the required time will be extended. If an employee does not successfully complete the course the first time, that employee will be afforded one (1) last chance to receive a sanitation certificate. Employees shall attend the course on their own time.

The District shall pay the cost of the initial courses offered in the District by an Illinois State Certified Instructor. Employees shall be paid their regular hourly straight time wage rate for all time attending the required refresher course offered in the District and taking the test in the District. The District shall also pay the re-certification fees. If an employee is not successful in passing the test the first time, the employee will retake the class and the test. If an employee fails the test a second time, the employee will be responsible for all costs associated with taking the courses and the test a third time. If the employee requires a second or third opportunity to pass the test, the Director of Food Service must approve the test location in advance.

ARTICLE XXX-
MANAGEMENT-LABOR
COMMITTEE

A Management-Labor Committee shall meet on a regular basis during the school year for the purpose of discussing items of mutual interest between the employer and the Union including but not limited to health and safety issues.

ARTICLE XXXI - SAVINGS

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with application statutes, all other provisions of the Agreement shall remain in full force and effect for the duration of the Agreement and the parties shall meet as soon as possible to agree on a substitute provision. In the event that the parties are unable to agree upon a substitute provision within thirty (30) days, this Agreement shall be read, for the remainder of its term, as if it were silent on the issue.

ARTICLE XXXII - ENTIRE
AGREEMENT

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, School District U-46 and Service Employees Local No. 73, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement may only be amended during its term by the parties' mutual agreement in writing.

ARTICLE XXXIII -
FLEXIBLE SPENDING
ACCOUNT

In accordance with federal law and regulations, the District shall make available to each employee a dependent care flexible account and health care flexible spending account. These accounts shall be funded solely through salary-reduction contributions made by the employee to cover eligible expenses which the employee may incur. However, an employee who elects a medical program option which also provides a Health Savings Account may not elect to have a health care flexible spending account. The maximum contribution to the health care spending account shall be in accordance with federal law and regulations. However, an eligible employee's contribution to his/her health care spending account shall be reduced or eliminated if said

contribution will cause a tax to be imposed on the District pursuant to Section 49801 of the Internal Revenue Code of 1986, as amended, or if federal law reduces the amount allowed to be contributed per calendar year. The current and future maximum contribution to the dependent care spending account shall be in accordance with federal law and regulations.

ARTICLE XXXIV –
SUBCONTRACTING

For the purpose of preserving work and the job opportunities for the employees covered by this Agreement, the employer agrees that no work presently performed by the bargaining unit will be subcontracted.

The District may only use noon-hour supervisors when there is an insufficient number of bargaining unit substitutes immediately available to meet the service needs due to absenteeism, notwithstanding anything to the contrary in this agreement. Generally, bargaining unit substitutes will be used to fill this role.

Another exception to the above paragraph would be if the federal or state government enact a law that would significantly impact on the funds available for Food Services provided by the District. If, as a result of such a change of law, the District desires and consider outside bids for bargaining unit work, the District will provide the Union with notice not later than February 1 of its desire to seek such bids. The Union and the District will then meet to bargain the impact of the relevant issues under the rules and procedures of the Illinois Educational Labor Relations Act. If impasse is reached, the District may then consider for acceptance a reasonable bid for performing such bargaining unit work at the beginning of the next school year after the law takes effect.

ARTICLE XXXV – SIDE
LETTERS OF AGREEMENT

Letters of understanding, memoranda of understanding, and similar agreements previously agreed upon shall not continue in effect upon ratification of this agreement in 2021.

ARTICLE XXXVI –
DURATION

This Agreement shall continue in full force and effect through June 30, 2024, and shall be automatically extended for successive one-year periods, unless either party notified the other in writing, not more than ninety (90) nor less than sixty (60) days prior to the expiration date of either this Agreement or any annual renewal thereof, of its desire to modify, amend or terminate this Agreement.

DISTRICT U-46, ELGIN, ILLINOIS

SEIU LOCAL 73

Susan E Ken

Josh R

Date

Date

10/18/21

10/11/2021

Date

Date

Date

Date

Date

Date

Appendix A

Salary and Wage
Schedules
SEIU U46 Food Services
2021 to 2024

New Starting Wages

Baker/Mat. Stocker/Assistant Cook	\$17.00
FST /Café Relief	\$15.00
Cook/Satelite Leader/Material Expeditor	\$17.50
Cook II	\$18.00
Elementary Lead	\$16.00
Elementary Assistant Lead	\$15.00

For the term of the agreement, the salary schedule for all food service, hourly employees will be as follows:

2021-2022: All employees below the new starting rate who have had a proficient or better rating over the last year will move up to the new starting rate or will receive a 3.5% increase, whichever is greater. All employees who make more than the current starting rates and had a proficient or better rating over the last year will get a 3.5% increase to their hourly wage. For employees whose last rating was less than proficient over the last year, they will receive a 1.75% increase. New hires are placed at the starting wage. 2022-2023: All employees who had a proficient or better rating over the last year will get a 3.0% increase to their hourly wages. For employees whose last rating was less than proficient over the last year, they will receive a 1.5% increase. New hires are placed at the starting wage.

2023-2024: All employees who had a proficient or better rating over the last year will get a 2.5% increase to their hourly wages. For employees whose last rating was less than proficient over the last year, they will receive a 1.25% increase. New hires are placed at the starting wage.

If an employee applies for and is selected for a promotion that changes his or her classification, the employee will immediately go up to the starting wage of that new position or add 2% to their current wages, whichever is greater. That employee will also be eligible for the additional raise at the beginning of the following year when employees would regularly receive their contractual increases.

Commissary Hours

Current employees as of school year 2021/2022 who occupy 8 hour positions at the commissary will not have their hours reduced for the life of the contract.

Evaluation Requirements to be eligible for pay increases:

1. All employees will receive the full pay increase provided for by this appendix unless they receive an annual review in which they are rated as less than proficient. In the event that an employee is rated less than proficient, they will only receive 50% of the increase delineated for the following fiscal year. Additionally, management will provide training and support to the employee to improve on the areas identified in the evaluation as needing improvement.
2. Each employee will be evaluated every year. In order for an employee to be eligible for a promotion interview, they must have a current evaluation from their supervisor (within the last 12 months). If the employee has not been evaluated in the previous 12 months and wants to apply for a position they must request an evaluation be completed. The direct supervisor will have five days to complete the evaluation and submit it to the Director. If the supervisor does not complete the evaluation, the employee will default to proficient and will be eligible to interview. All correspondence regarding the request must be in writing and it is up to the employee to keep the documentation in the event the supervisor does not perform the requested evaluation.
3. If an employee has 2 consecutive evaluations that are less than proficient, the employee must be placed on a Performance Improvement Plan and they will not receive a pay increase the following fiscal year.

Evaluations Committee

1. A committee of equal parts management (including Human Resources) and equal parts union stewards/representatives will be formed in order to develop a new annual evaluation.
2. This same committee would also serve to hear appeals from those with negative evaluations. A simple majority will be required to make decisions.
3. If an employee disagrees with the result of their appeal before the Evaluations Committee, that employee will still have access to the grievance procedure.