

CONTRACT AGREEMENT

**SEIU LOCAL 73
FOOD SERVICES EMPLOYEES**

and

SCHOOL DISTRICT U-46

JULY 1, 2011 - JUNE 30, 2018

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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 February 3, 2014.

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; Baker; Assistant Cook; Satellite Leader; Food Service Technician; Material Expeditor; 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 - Fair Share

It is recognized that the negotiations and administration of this Agreement entail expenses which appropriately are shared by all employees who are beneficiaries of said Agreement. To this end, all employees covered by this Agreement shall either:

- a. (for members of the Union) authorize dues and other deductions by executing an authorization card and presenting same to the District. On or before September 1, or the first of the month thereafter (the amount of dues specified by the Union will be prorated and deducted from the employee's paycheck starting September 15 of each year) or;
- b. (for the non-members) deduct a sum equivalent to the cost of the negotiation and administration of this Agreement, which cost shall be determined by the Union on a yearly basis. The fair share list will be provided to the District by the Union.

Section 3

In the event such an authorization is not signed by the employee within sixty working (60) days after the commencement of employment of the employee or the effective date of this Agreement, whichever is later, the District will deduct the fair share fee in equal amounts provided in Section 2 above and transmit such amounts to the Union. If an employee terminates her employment for any reason prior to July 1, the Board will deduct the prorated fair share fee and transmit such amount to the Union for the rest of the fiscal year.

Section 4

The Union agrees to indemnify and save the District harmless against any liability which may arise by reason of any action taken by the District in complying with the provisions of Section 3 above, including reimbursement for any legal fees or expenses incurred in connection therewith.

Section 5

The District agrees to promptly notify the Union in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement the provisions of Section 3 above and, if the Union requests so in writing, to surrender to the Union full responsibility for the defense of such claims, demands, suits, or other form of liability.

Section 6

The obligation to pay a fair share fee will not apply to any employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such employee is a member, objects to the payment of a fair share fee to the Union. Upon proper substantiation of said objection and the basis therefore, and collection of the entire fee, the Union will make payment on behalf of the employee to a mutually agreeable non-religious charitable organization in accordance with the Illinois Educational Labor Relations Act.

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 work force, 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, a written notice shall be posted on bulletin boards assigned to SEIU members at each school. The notice will include the classification location and the amount of hours. Applications shall be made in writing 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. **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.

- e. 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.
- f. A copy of each vacancy notice shall be sent to the steward prior to the vacancy being posted.
- g. Emergency call back will be authorized by the Director of Food Services.

- h. Stewards and/or committee members are to sit in as an observer on job interviews, transfers, and/or bid positions.
- i. 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 in each school.

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 0%, 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. 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 Manger 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

A schedule of work or meetings for teacher in-service days will be determined and assigned by the Director of Food Service in cooperation with the Food Service Manager. Employees will not be required to work.

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 Café 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 - PAID INSURANCE

Section 1

Beginning January 1, 2014, full-time employees who are regularly scheduled to work thirty (30) or more hours per week shall be permitted to participate in the SEIU Local 73 Midwest Benefits Fund for the purpose of receiving health, vision, and dental benefits. Full-time employees may elect to participate each year through an open enrollment process administered by the Fund. Coverage for health and vision benefits shall be under the UHC Core PPO Plan paired with the Fund's vision plan. Coverage for dental benefits shall be under the CompBenefits PPO and HMO Plan. Each of these programs is sponsored by the Fund.

The District's sole liability or obligation with respect to health, vision, and dental benefits for employees covered by this Agreement shall be the contributions to the Fund set forth in Section 3, below. Full-time employees covered by this Agreement shall not be eligible to participate in the health, vision, or dental insurance program provided by the District to other employees. Part-time employees shall not be eligible to participate in the Fund, or in the health, vision, or dental insurance program provided by the District to other employees.

Section 2

Beginning the first day of the month in which a full-time employee would complete his sixty (60) working day probationary period, contributions to the Fund shall commence for employees who elect to participate in the Fund. The District shall contribute the employer contribution amounts set forth in Section 3, below, to the Fund for each employee who elects to receive benefits from the Fund. Each employee who elects to participate in the Plan shall contribute the employee contribution amounts set forth in Section 3, below.

Contributions shall be owed for each month in which the employee is enrolled in the Fund and performing services for the District, as well as during summer recess or approved leaves of absence authorized by the District during which the employee remains employed by the District. The employee shall be required to pay the necessary

premium during approved leaves of absence. Contributions shall be remitted to the Fund by the 20th day of the month following the month for which the contributions are owed. Employee contributions shall be deducted from employee wages ratably over 19 pay periods on a pre-tax basis pursuant to the District's cafeteria plan.

For employees who participate in the Fund as of their date of retirement and who are eligible for an IMRF retirement or disability benefit, the Fund shall provide to the retiree the right to continue coverage in the Fund's health plan, at the retiree's sole cost, pursuant to Section 367j of the Illinois Insurance Code.

Section 3 [See Memorandum of Understanding - Appendix B]

Health Plan Contributions

The total contribution rates to be paid to the Fund for health benefits for the period of January 1, 2014 through December 31, 2014 shall not exceed the contribution rate provided below:

UHC Core PPO Plan

<u>Coverage Type</u>	<u>Contribution Rate</u>	<u>Minimum Employee Rate (19 pay periods)</u>
Employee Only	\$5,464 per year	\$546 per year (\$28.74 per pay period)
Employee + Spouse	\$11,070 per year	\$1,107 per year (\$58.26 per pay period)
Employee + Children	\$10,615 per year	\$1,062 per year (\$55.89 per pay period)
Family	\$16,221 per year	\$1,623 per year (\$85.42 per pay period)

Employees shall pay at least 10% of the applicable contribution rate. However, if the total District contribution for a calendar year at 90% of the applicable contribution rate is expected to exceed \$387,000 based on the initial results of open enrollment, employees shall be responsible for paying the excess amount with a higher employee contribution. The excess amount shall be allocated among employees who elect to participate in the plan, and a final employee contribution of greater than 10% of the applicable contribution rate shall be set for the calendar year. Employees who originally elected to participate shall be given one additional opportunity to revoke or change their election to participate during open enrollment if the employee contribution is increased pursuant to this methodology. If initial group enrollment is first effective after January 1, 2014, the \$387,000 cap for the first year shall be prorated based on the effective date of enrollment.

For subsequent years, the total contribution to the Fund shall be at the rate established by the Trustees of the Fund for the UHC Core PPO Plan. The allocation of contributions between employees and the District shall follow the methodology provided above.

Employees shall pay 100% of the cost of coverage for any dependent veteran child. Vision coverage shall be included by the Fund, and shall automatically be provided to employees who elect health coverage, at no additional cost above the contribution rate provided for health coverage.

Dental Plan Contributions

The total contribution rates to be paid to the Fund for dental benefits for the period of January 1, 2014 through December 31, 2014 shall not exceed the Contribution Rate provided below:

CompBenefits HMO Plan

<u>Coverage Type</u>	<u>Contribution Rate</u>	<u>Minimum Employee Rate (19 pay periods)</u>
Employee Only	\$212.28 per year	\$0 per year (\$0 per pay period)
Employee + Spouse	\$429.24 per year	\$216.96 per year (\$11.42 per pay period)
Employee + Children	\$369.24 per year	\$156.96 per year (\$8.26 per pay period)
Family	\$590.52 per year	\$378.24 per year (\$19.97 per pay period)

CompBenefits PPO Plan

<u>Coverage Type</u>	<u>Contribution Rate</u>	<u>Minimum Employee Rate (19 pay periods)</u>
Employee Only	\$322.44 per year	\$0 per year (\$0 per pay period)
Employee + Spouse	\$805.56 per year	\$483.12 per year (\$25.43 per pay period)
Employee + Children	\$685.80 per year	\$363.36 per year (\$19.12 per pay period)
Family	\$1,125.48 per year	\$803.04 per year (\$42.27 per pay period)

The District shall pay no more than the cost of the Employee Only coverage at the contribution rate set forth above, regardless of the Coverage Type selected by the employee. Employees shall pay the portion of the contribution rate in excess of the contribution rate for Employee Only coverage. However, if the total District contribution for a calendar year is expected to exceed \$38,000 based on the initial results of open enrollment, employees shall be responsible for paying the excess amount with a higher employee contribution. The excess amount shall be allocated pro rata among all employees who elect to participate in the plan, and a final employee contribution of greater than the Employee Only contribution rate stated above shall be set for the calendar year. Employees who originally elected to participate shall be given one additional opportunity to revoke or change their election to participate during open enrollment if the Employee Only contribution rate is increased pursuant to this methodology. If initial group enrollment is first effective after January 1, 2014, the \$38,000 cap for the first year shall be prorated based on the effective date of enrollment.

For subsequent years, the contribution rates shall be at the rate established by the Trustees of the Fund for the CompBenefits PPO and HMO Plans. The allocation of contributions between employees and the District shall follow the methodology provided above.

Employees shall pay 100% of the cost of coverage for any dependent veteran child.

Section 4

Contributions to the Fund are expressly conditioned on the Fund's plan of health benefits providing minimum value according to the requirements of the Affordable Care Act. If the plan of benefits no longer provides minimum value, or if the Fund materially changes the UHC Core PPO Plan or the CompBenefits PPO and HMO dental plans, the District and the Union shall meet to determine an alternative arrangement with contribution rates that do not exceed the rates that existed at the time of the change. The allocation of contributions between employees and the District for the alternative arrangement shall follow the methodology provided in Section 3.

Section 5

All full-time members of the bargaining unit will be provided \$20,000 of group insurance at no cost to the employee.

Section 6

The above provisions shall apply to all employees as long as they are retained on the District U-46 payroll, including summer recess and leaves of absence authorized by the Employer. In the event of a leave of absence, such employee shall be required to pay necessary premiums for insurance described above.

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 - EMERGENCY/VACATION DAYS
[See Memorandum of Understanding - Appendix B]

Section 1

All middle, commissary and high school employees employed as of the date of ratification of the Agreement with ten (10) years or more of service will be granted one (1) additional day's pay at the end of the school year.

ARTICLE VIII - 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 IX - SICK LEAVE

Section 1

All employee's 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 more than three (3) 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 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 - LEAVES OF ABSENCE

Section 1 - Personal Leaves

- a. Upon request of a non-probationary employee, the Board may grant an unpaid leave of absence for up to one (1) year.
- b. Applications are to be submitted to Human Resources thirty (30) days prior to the date on which the leave is to begin.
- 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 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 XII - MEAL/REST PERIOD

Lunch will be furnished to all Food Service personnel on days worked and when food is served. 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 XIII - UNIFORMS/SHOES

Section 1

All food service employees will be provided three sets of complete uniforms each school year. These uniforms must be worn at all times while at work. Material Expeditors shall additionally be provided, no less than after every second school year, with a winter jacket and 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 and the employee will purchase other like uniforms approved by the District before wearing. All uniforms purchased for medical reasons only will be reimbursed by the District for up to \$115 each school year upon approval of the uniforms and submission of receipts.

Section 2

Employees must wear closed black leather shoes with non-skid soles. Subject to approval by the District of the shoes and submission of a receipt, the District will reimburse the employee for the shoes up to \$65 each school year.

Section 3

The Board shall create a uniform committee consisting of five (5) administrators and five (5) bargaining unit members to meet at least once per year to discuss the selection of uniforms. Administration shall make the final decision regarding uniforms.

ARTICLE XIV - 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 XV - 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 shall be in effect during the term of this agreement.

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 XVI - 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 XVII - EMPLOYEE INTENTION TO LEAVE

At least two weeks notice of intention to leave is required of all employees provided, however, that 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 XVIII - 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 acting as a substitute for the Manager of a cafeteria shall receive an additional \$10.00 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 XIX - 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 XX - 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 XXI - 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 XXII - 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, 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 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. This will not prevent the Board from taking immediate action for unusual or severe circumstances.

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 XXIII - STEWARDS AND COMMITTEES

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

ARTICLE XXIV - 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 XXV - 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 XXVI - 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 XXVII - SANITATION COURSE

Each employee classified in the position of Lead Cook, Assistant Cook, or Satellite Leader shall be required to have a State of Illinois Sanitation Certificate as a condition of employment.

For all other 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. 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 all initial and refresher 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 does not successfully complete the refresher course the first time, that employee will be afforded one (1) last chance to receive a sanitation refresher certificate. Employees shall attend the course on their own time.

ARTICLE XXVIII - 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 XXIX - 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 XXX - 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 XXXI - 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 \$3,000 for calendar years ending on or before December 31, 2012, and \$2,500 for calendar years beginning after December 31, 2012. The current and future maximum contribution to the dependent care spending account shall be in accordance with federal law and regulations.

ARTICLE XXXII - 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, with the exception of Article IV, Section 2 and the food service auditor position.

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 XXXIII - SIDE LETTERS OF AGREEMENT

Letters of understanding, memoranda of understanding and similar agreements shall not continue in effect beyond the life of the 2008-2011 Contract Agreement, except for the Memorandum of Understanding Regarding Health Insurance Premium Cost Containment signed by the Union on January 5, 2015, and by the Board on January 12, 2015, which extended the term of the Agreement through June 30, 2018, and provided for other modifications as set forth in the Memorandum.

ARTICLE XXXIV - DURATION


The date of ratification of this Agreement is February 3, 2014. This Agreement shall continue in full force and effect through June 30, 2018, 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


SERVICE EMPLOYEES LOCAL 73

BY: 

Chief Negotiator

BY: 


Christine Boardman,
SEIU Local 73 President

BY: 

Board President

BY: 

Terri Barnett
Chief Negotiator/Union Rep.

BY: 

Linda Hanneman

BY: _____
Phyllis Brumley

BY: _____
Wendy Burden

BY: _____
Debbie Currie

BY: _____
Mary Erdman

BY: _____
Diane Goscinski

BY: _____
Arlene Lachowicz

BY: _____
Patti Luplow

BY: _____
Judy Wagner

BY: _____
Debbie Werda

BY: _____
Sharon Zumbeck

Appendix A
Salary and Wage Schedules SEIU U-46 Food Services 2011 to 2016
 [See Appendix B for 2016-2017 and 2017-2018]

For the 2011-12 school year, the salary schedule for middle, commissary, and high school employees employed during that school year and as of the date of ratification of this Agreement (February 3, 2014) shall be frozen at the 2010-11 hourly rates which are as follows:

<u>Classification</u>	<u>Start</u>	<u>90 Days</u>	<u>12-Month</u>	<u>24-Month</u>	<u>36-Month</u>
Cook & Sat. Ldr.	14.83	15.06	18.95	19.17	20.21
Baker/Mat. Expd.	14.15	14.29	18.14	18.39	19.42
Asst. Cook	12.59	12.78	16.45	16.67	17.55
FST & Café Relief	12.33	12.52	16.22	16.44	17.36

ADD FOR LONGEVITY:

- 10 cents - 10 or more years of service
- 15 cents - 15 or more years of service
- 20 cents - 20 or more years of service
- 25 cents - 25 or more years of service

For the 2012-13 through 2015-16 school years, the hourly rates set forth above shall be increased as follows:

School Year	2011-12	2012-13	2013-14	2014-15	2015-16
% Pay Increase	0	2.0%	.85%	.75%	.5Xcpi

CPI is defined as all urban consumers as outlined under Section 1-5 of the Property Tax Extension Limitation Law, as of December prior to the date of wage increases. The base wage increase will not be less than .5% and not greater than 2.5%.

Only middle, commissary, and high school employees employed during the applicable school year and as of the date of ratification of this Agreement (February 3, 2014) shall continue the Step increases on the above schedule on a compounded basis and receive the longevity pay set forth above. Salary charts for these grandfathered employees are at the end of this Appendix A for the 2011-12 through 2015-16 school years.

Elementary Leads, Assistant Elementary Leads, and Elementary Café Relief employed during the applicable school year and as of the date of ratification of this Agreement (February 3, 2014) will continue to receive their hourly base rate of pay as follows along with the yearly increases set forth above:

Elementary Leads 14.27
 Elementary Assistant Leads 13.98
 Elementary Café Relief Increase with first full payroll period following date of ratification (February 3, 2014) from \$12.33 to \$13.00 but hourly wage rate will be frozen for 2012-13 and 2013-14 years only; thereafter the yearly increases will be applied.

All employees employed after the date of ratification of this Agreement (February 3, 2014) will start at the applicable hourly rate set forth below and thereafter receive increases for the 2014-15 and 2015-16 school years as set forth above for all other employees, but without placement on the salary schedule (Steps) or any longevity pay increases.

Cook & Sat. Ldr.	\$17.00
Baker/Material Expeditor	\$16.50
Assistant Cook	\$15.75
FST and Café Relief	\$14.00
Elementary Lead	\$14.00
Assistant Lead and Elementary Café Relief	\$13.00

Current cafeteria relief employees assigned to the middle, commissary, and high schools as of the date of ratification of this Agreement (February 3, 2014) shall be paid \$14.00 per hour, even if assigned to work at the elementary level. Current cafeteria relief employees assigned to the elementary level as of the date of ratification of this Agreement and cafeteria relief workers employed after the date of ratification of this Agreement will be paid \$13.00 per hour when assigned to the elementary level and \$14.00 per hour when assigned to the middle, commissary, or high school level.

SEIU Local 73 & District U-46 Elgin Food Service Salary Chart
Year 1 - 2011/12 - Frozen (Grandfathered Employees Employed Prior To and As Of February 3, 2014)

Classification	Start Rate	90 Days	12 Months	24 Months	36 Months
Cook & Sat. Leader	14.83	15.06	18.95	19.17	20.21
Baker/Mat. Expd.	14.15	14.29	18.14	18.39	19.42
Assist. Cook	12.59	12.78	16.45	16.67	17.55
FST & Café Relief	12.33	12.52	16.22	16.44	17.36

Longevity		
6	10 + years	10 cents
7	15+ years	15 cents
8	20+ years	20 cents
9	25+ years	25 cents

Elementary Leads, Elementary Assistant Leads and Elementary Café Relief
(Not Grandfathered/Not on Salary Chart)

Classification	Current Rate
Elementary Leads	14.27
Elem. Assist. Leads	13.98
Elem. Café Relief	12.33

SEIU Local 73 & District U-46 Elgin Food Service Salary Chart
Year 2 - 2012/13 - 2.0% (Grandfathered Employees Employed Prior To and As Of February 3, 2014)

Classification	Start Rate	90 Days	12 Months	24 Months	36 Months
Cook & Sat. Leader	15.13 (30¢)	15.36 (30¢)	19.33 (38¢)	19.55 (38¢)	20.61 (40¢)
Baker/Mat. Expd.	14.43 (28¢)	14.58 (29¢)	18.50 (36¢)	18.76 (37¢)	19.81 (39¢)
Assist. Cook	12.84 (25¢)	13.04 (26¢)	16.78 (33¢)	17.00 (33¢)	17.90 (35¢)
FST & Café Relief	12.58 (25¢)	12.77 (25¢)	16.54 (32¢)	16.77 (33¢)	17.71 (35¢)

Longevity		
6	10 + years	10 cents
7	15+ years	15 cents
8	20+ years	20 cents
9	25+ years	25 cents

Elementary Leads, Elementary Assistant Leads and Elementary Café Relief
(Not Grandfathered/Not on Salary Chart)

Classification	Current Rate
Elementary Leads	14.56 (29¢)
Elem. Assist. Leads	14.26 (28¢)
Elem. Café Relief	12.33

SEIU Local 73 & District U-46 Elgin Food Service Salary Chart
Year 3 - 2013/14 - .85% (Grandfathered Employees Employed Prior To and As Of February 3, 2014)

Classification	Start Rate	90 Days	12 Months	24 Months	36 Months
Cook & Sat. Leader	15.26 (13¢)	15.49 (13¢)	19.49 (16¢)	19.72 (17¢)	20.79 (18¢)
Baker/Mat. Expd.	14.55 (12¢)	14.70 (12¢)	18.66 (16¢)	18.92 (16¢)	19.98 (17¢)
Assist. Cook	12.95 (11¢)	13.15 (11¢)	16.92 (14¢)	17.14 (14¢)	18.05 (15¢)
FST & Café Relief	12.69 (11¢)	12.88 (11¢)	16.68 (14¢)	16.91 (14¢)	17.86 (15¢)

Longevity		
6	10 + years	10 cents
7	15+ years	15 cents
8	20+ years	20 cents
9	25+ years	25 cents

Elementary Leads, Elementary Assistant Leads and Elementary Café Relief
(Not Grandfathered/Not on Salary Chart)

Classification	Current Rate
Elementary Leads	14.68 (12¢)
Elem. Assist. Leads	14.38 (12¢)
Elem. Café Relief	12.33 then 13.00 with first full payroll after February 3, 2014

SEIU Local 73 & District U-46 Elgin Food Service Salary Chart
 Year 4 - 2014/15 - .75% (Grandfathered Employees Employed Prior To and As of February 3, 2014)

		.75% increase								
		Start 1	90 Days 2	12 Month 3	24 Month 4	36 Month 5	10 years 6	15 years 7	20 years 8	25 years 9
Baker/Mat. Exp	0001	14.66	14.81	18.80	19.06	20.13	20.23	20.28	20.33	20.38
Asst Cook	0003	13.05	13.25	17.05	17.27	18.19	18.29	18.34	18.39	18.44
FST & Café Relief	0004	12.79	12.98	16.81	17.04	17.99	18.09	18.14	18.19	18.24
Cook & Sat Ldr.	0005	15.37	15.61	19.64	19.87	20.95	21.05	21.10	21.15	21.20

Longevity		
6	10 + years	10 cents
7	15+ years	15 cents
8	20+ years	20 cents
9	25+ years	25 cents

**Elementary Leads, Elementary Assistant Leads and Elementary Café Relief
 (Not Grandfathered/Not on Salary Schedule)**

Classification	Current Rate
Elementary Leads	14.79
Elem. Assist. Leads	14.49
Elem. Café Relief	13.10

SEIU Local 73 & District U-46 Elgin Food Service Salary Chart
 Year 5 - 2015/16 - .5% (Grandfathered Employees Employed Prior To and As of February 3, 2014)

		.5% increase								
		Start 1	90 Days 2	12 Month 3	24 Month 4	36 Month 5	10 years 6	15 years 7	20 years 8	25 years 9
Baker/Mat. Exp	0001	14.73	14.88	18.89	19.16	20.23	20.33	20.38	20.43	20.48
Asst Cook	0003	13.12	13.32	17.14	17.36	18.28	18.38	18.43	18.48	18.53
FST & Café Relief	0004	12.85	13.04	16.89	17.13	18.08	18.18	18.23	18.28	18.33
Cook & Sat Ldr.	0005	15.45	15.69	19.74	19.97	21.05	21.15	21.20	21.25	21.30

Longevity		
6	10 + years	10 cents
7	15+ years	15 cents
8	20+ years	20 cents
9	25+ years	25 cents

**Elementary Leads, Elementary Assistant Leads and Elementary Café Relief
 (Not Grandfathered/Not on Salary Schedule)**

Classification	Current Rate
Elementary Leads	14.86
Elem. Assist. Leads	14.56
Elem. Café Relief	13.17

Appendix B
Memorandum of Understanding Regarding
Health Insurance Premium Cost Containment

The Board of Education (the "Board") of School District U-46 (the "District") and the Service Employees International Union Local 73 (the "Union") agree as follows in order to avoid substantial increases in the premium contributions paid by Union bargaining unit members participating in the Union's health insurance program provided for in Section 3 of Article V of the 2011-2016 Contractual Agreement (the "Agreement") between the Board and the Union:

1. The District will absorb premium costs over the \$387,000 cap set forth in Section 3 of Article V of the Agreement without increasing employee contributions for the 2014 health insurance plan year, as otherwise would have occurred at an additional cost of approximately \$167,000 to participating employees. The additional cost is due to the **unanticipated numbers** and plan choices of bargaining unit members.

2. The District will increase its contribution to the cap beginning with the 2015 plan year by \$105,726 to a total of \$492,726 for each of the remaining plan years. If the District's cap is exceeded in any of the remaining plan years (beginning with the 2015 plan year), employee contributions will be increased as provided for in Article V, Section 3 of the Agreement.

3. Beginning immediately, the District may use noon-hour supervisors (who are non-bargaining unit employees) when there is an insufficient number of bargaining unit substitutes immediately available to meet service needs due to absenteeism, notwithstanding anything to the contrary in the Agreement.

4. Beginning immediately, the District may contract out for the provision of breakfast at the elementary schools, rather than having such meals prepared at the Commissary, notwithstanding anything to the contrary in the Agreement.

5. Beginning with the 2015-2016 school year, the District may substantially reduce and/or eliminate all of the Commissary bargaining unit positions and contract out for services previously performed by bargaining unit employees assigned to the Commissary, notwithstanding anything to the contrary in the Agreement. Bargaining unit employees assigned to the Commissary who are impacted by the reduction and/or elimination of Commissary services shall be offered transfers to other bargaining unit positions without a reduction in their regular assigned hours while employed at the Commissary.

6. Beginning with the 2014-2015 school year, the additional one day's pay provided for at the end of the school year under Article VII, Section 1 of the Agreement shall be eliminated.

7. Plan design changes shall be implemented by the SEIU UHC Core PPO Plan to reduce the total premium cost beginning with the 2015 plan year and thereafter maintained and also increase the employee contribution rate beginning with the 2015 plan year as follows:

Plan Option	Total Premium	Employee Contribution Rate
Employee Only	\$4,732	\$710 - 15%
Employee + Spouse	\$9,672	\$1,451 - 15%
Employee + Children	\$9,312	\$1,397 - 15%
Family	\$14,298	\$2,145 - 15%

8. The term of the current collective bargaining agreement shall be extended from June 30, 2016, to June 30, 2018, with the salary for each of the additional two years of the agreement determined on the same basis as for the 2014-2015 school year.

9. Except as modified by this Memorandum, the Agreement shall remain in full force and effect, including, without limitation, the subcontracting restrictions of Article XXXIII of the Agreement. Further, this Memorandum is not precedential.

10. This Memorandum shall be deemed dated and become effective on the date the last of the parties signs as set forth below and shall remain in effect until termination of the Agreement.

BOARD OF EDUCATION
SCHOOL DISTRICT U-46,
Kane, Cook and DuPage Counties,
Illinois

By: *Dana Smith*
President

Attest: *Myra A. Smith*
Secretary

Dated: 1/12/15

SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 73

By: *Terri Barnett*

Attest: _____

Dated: January 5, 2015

Salary charts for grandfathered employees for the 2016-17 and 2017-18 school years follow and are a part of this Appendix B.

SEIU Local 73 & District U-46 Elgin Food Service Salary Chart
 Year 6 - 2016/17 - .75% (Grandfathered Employees Employed Prior To and As of February 3, 2014)

		.75% increase								
		Start 1	90 Days 2	12 Month 3	24 Month 4	36 Month 5	10 years 6	15 years 7	20 years 8	25 years 9
Baker/Mat. Exp	0001	14.84	15.00	19.04	19.30	20.38	20.48	20.53	20.58	20.63
Asst Cook	0003	13.21	13.42	17.26	17.49	18.42	18.52	18.57	18.62	18.67
FST & Café Relief	0004	12.95	13.14	17.02	17.25	18.22	18.32	18.37	18.42	18.47
Cook & Sat Ldr.	0005	15.56	15.81	19.89	20.12	21.21	21.31	21.36	21.41	21.46

The 2016/17 school term is the last year there should be any employees in cells 1-5 of the listed salary schedule.

Longevity		
6	10 + years	10 cents
7	15+ years	15 cents
8	20+ years	20 cents
9	25+ years	25 cents

**Elementary Leads, Elementary Assistant Leads and Elementary Café Relief
 (Not Grandfathered/Not on Salary Schedule)**

Classification	Current Rate
Elementary Leads	14.98
Elem. Assist. Leads	14.67
Elem. Café Relief	13.26

SEIU Local 73 & District U-46 Elgin Food Service Salary Chart
 Year 7 - 2017/18 - .75% (Grandfathered Employees Employed Prior To and As of February 3, 2014)

		.75% increase								
		Start 1	90 Days 2	12 Month 3	24 Month 4	36 Month 5	10 years 6	15 years 7	20 years 8	25 years 9
Baker/Mat. Exp	0001	14.96	15.11	19.18	19.44	20.54	20.64	20.69	20.74	20.79
Asst Cook	0003	13.31	13.52	17.39	17.62	18.56	18.66	18.71	18.76	18.81
FST & Café Relief	0004	13.05	13.24	17.15	17.38	18.35	18.45	18.50	18.55	18.60
Cook & Sat Ldr.	0005	15.68	15.92	20.04	20.27	21.37	21.47	21.52	21.57	21.62

The 2016/17 school term is the last year there should be any employees in cells 1-5 of the listed salary schedule.

Longevity		
6	10 + years	10 cents
7	15+ years	15 cents
8	20+ years	20 cents
9	25+ years	25 cents

**Elementary Leads, Elementary Assistant Leads and Elementary Café Relief
 (Not Grandfathered/Not on Salary Schedule)**

Classification	Current Rate
Elementary Leads	15.09
Elem. Assist. Leads	14.78
Elem. Café Relief	13.36