

AGREEMENT

BETWEEN

**LOCAL 73, SERVICE EMPLOYEES
INTERNATIONAL
UNION**

AND

**WAUKEGAN COMMUNITY UNIT
SCHOOL DISTRICT NO. 60**

CAFETERIA WORKERS CONTRACT

2018-2023

**ARTICLE 1
RECOGNITION**

- A. The Board of Education of Waukegan School District No. 60, Lake County, Illinois, herein referred to as "the Board," hereby recognizes Service Employees' Local 73, Eleven Division, an affiliate of the Service Employees International Union herein referred to as "the Union" as the sole and exclusive bargaining agent for all Board employed food service workers excluding lunch room helpers, supervisors (except for Middle School Supervisors), as defined by the Illinois Educational Labor Relations Act, drivers and custodians.
- B. The Board agrees to post notice for all present Board employed food service employees after signing of this Agreement that Local 73, Service Employees International Union, is the exclusive representative of all present Board employed food service employees excluding lunch room helpers, supervisors, drivers and custodians. Both parties understand and agree that no employee of the school district shall be coerced or intimidated by anyone to either join or not join the union.

**ARTICLE 2
UNION SECURITY**

- A. **Dues Deduction**
The Board shall deduct Union dues for all those who have signed Union Payroll Authorization cards. Dues deduction will be made in equal monthly installments. The "Payroll Authorization Card" and "Termination of Dues" card must be processed by the Union. In the event there should be a break in service (due to Workers Compensation or an approved leave of absence) deduction of union dues will automatically be reinstated upon return to full-time status.
- B. **Fair Share**
All employees who are not members of the Union and are eligible to be, shall, commencing on the effective date of this Agreement, or ninety (90) days after their initial employment, and continuing during the term of this Agreement and so long as they remain non-members of the Union, pay to the Union each month their fair share of the cost of the services rendered by the Union that are chargeable to non-members under the state and federal law.

The Union shall certify to the Board the amount of the fair share fee, not to exceed the dues uniformly required of members of the Union and shall supply the Board and the non-members a copy of the basis of the calculation of the fee. The fair share fee payment shall be deducted by the Board from the earnings of the non-member employees and paid to the Union. Non-member employees who object to the amount of the fair share fee have the right to file an unfair labor practice charge against the Union pursuant to Paragraph 1714 (b) (1) of the Illinois Education Labor Relations Act. Upon any such filing and notice of such to the Union, the Union shall place in an interest-bearing escrow account, separated from other funds held by the Union, the amount of each objector's fair share payments pending resolution of the change, which is fairly placed at issue by the objection of objections, and it shall maintain the escrow account during the pendency of the charge, and any judicial review pursuant to the Act.

If a non-member employee declared the right of non-association based either upon bona fide religious tenets, or teaching of church or religious body of which such employee is a member, such non-member shall be required to pay an amount equal to his or her proportionate fair share to a charitable organization mutually agreed upon by the nonmembers and the Union from a list compiled by the Union and the Board. If the affected employee and the Union are unable to reach an agreement on the matter, the employee may select a charitable organization for a receipt of the payment from an approved list established by the Illinois Educational Labor Relations Board.

The Union shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability that shall arise out of or by reason of action taken by the Board for the purposes of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any such provisions.

**ARTICLE 3
GRIEVANCE PROCEDURE**

Section 1. Definition and Purpose A grievance is defined to mean a complaint or dispute by the Union or any employee or employees in the bargaining unit, wherein there has been an alleged violation, misinterpretation or inequitable application of this Agreement.

The primary purpose of this grievance procedure is to secure solutions at the lowest possible level and at the earliest possible time. Each grievance must contain;

1. The name(s) of the individuals directly affected by the alleged violation;
2. The location, date, and specific relevant facts;

3. The Article and/or Section-of the contract alleged to have been violated;
4. The remedy desired;
5. The signature of the Union Steward or authorized Union Representative who submitted the grievance.

Section 2. Time Limits. Grievances must be filed and appealed within the time periods specified in this Article. The failure of the aggrieved to act within the time limits set forth herein will preclude further appeal of the grievance. The failure of the Administration to act within the time limits set forth shall allow the aggrieved to proceed to the next step of the procedure. Time limits set forth in the procedure may be extended by mutual agreement of the parties in writing.

For purposes of this Article, "working days" shall mean any day during which the Administration and bargaining unit employees are working.

Section 3. Procedural Issues. Matters covered by statute and/or governmental agencies are not subject to the grievance procedure. A grievance may be withdrawn at any level without establishing a precedent. Probationary employees may be disciplined or discharged without recourse to the grievance procedure.

Nothing contained in this Article shall prevent the parties from mutually agreeing to skip any or all steps one (1) through three (3) of the grievance procedure.

Section 4. Grievance Procedure. Grievances shall be processed in accordance with the following procedure:

Informal Meeting. The complainant may meet with the Manager of Child Nutrition to resolve the matter informally. No more than two (2) Union Stewards may be present at the employee's choosing.

Step One: Grievance. If the matter cannot be resolved in the informal meeting, or if the employee chooses not to have an informal meeting, the employee shall, within fifteen (15) working days from either the occurrence of the grievance, or the date the Union or the employee should reasonably have become aware of the grievance, file a grievance in writing on a Union Grievance Form. The grievance shall be presented to the Manager of Child Nutrition by a Union Steward.

The Manager of Child Nutrition will, within fifteen (15) working days after receiving the grievance, render a decision and submit it in writing, along with his supporting reasons to the grievant and his/her Union Steward.

Step Two: Grievance. If the Manager of Child Nutrition's decision is not acceptable, within fifteen (15) working days after the receipt of the decision, the grievant may appeal the decision to the Superintendent of Schools, or his designee. This appeal must be in writing and set forth the reasons for the appeal along with a copy of the Manager of Child Nutrition's decision. The appeal may be submitted by the grievant's Union Steward or Union Representative.

Within fifteen (15) working days of the Superintendent's, or his/her designee's, receipt of the grievant's appeal, a meeting shall be held with the Superintendent, or his/her designee, Human Resources representative, the grievant his/her Union Stewards (no more than two) and/or Union Representative. The goal of the meeting shall be to find a mutually satisfactory agreement to resolve the grievance.

Within fifteen (15) working days after this meeting, the Superintendent of Schools, or his/her designee, will submit his/her decision in writing, together with his/her supporting reasons, to the grievant and his/her Union Steward or Union Representative.

Step Three: Grievance. Within fifteen (15) working days after receiving the decision of the Superintendent of Schools, the grievant may make an appeal to the Board of Education. The appeal shall set forth, in writing, the reasons for the appeal along with copies of all previous decisions and correspondence. The appeal may be submitted by the grievant's Union Steward or Union Representative.

The School Board will take up the matter no later than the second regular Board meeting following receipt of the appeal. A hearing may be held if either party so requests. The School Board shall make its decision in writing within fifteen (15) working days after completion of the meeting.

Step Four: Arbitration. Within thirty (30) working days after receiving the decision of the Board, the Union may submit the grievance to binding arbitration. If a demand for arbitration is not filed within thirty (30) days the grievance shall be deemed to have been withdrawn.

The Board and the Union will select a third party to act as the impartial arbitrator and the administrator of the proceedings by requesting a list of arbitrators from either the American Arbitration Association or the Federal Mediation and Conciliation Service (FMCS). The arbitrator shall be selected from the list by alternately striking names, with the first strike determined by the toss of a coin.

The arbitrator in his decision shall not amend, modify, nullify, ignore, or add to the provisions of this Agreement. His/her authority shall be strictly limited to the issue or issues presented to him/her by the parties and his/her decision must be based solely upon his/her interpretation of the meaning of the express relevant language of the Agreement.

Each party shall bear the full costs for its representation in the arbitration proceedings. They shall equally share the cost of the arbitrator.

Section 5: Stewards Processing of Grievances. Union Stewards shall be paid at their regular rate of pay for time spent during their working hours attending grievance meetings scheduled with management or when investigating and processing grievances. Stewards shall obtain prior approval from their immediate supervisor or his designee before leaving their assigned duties to meet with other District personnel regarding any grievances. Such prior approval will be granted, provided that approval would not cause undue disruption of the normal, efficient operations of the District.

ARTICLE 4 DISCIPLINARY ACTIONS AND TERMINATION OF EMPLOYMENT

Section 1: Just Cause for Discipline. No District employee may be discharged or disciplined, including suspension, without just cause/due process. The District shall use a system of progressive discipline. Discipline or discharge may be applied for reasons such as but not limited to, the violation by the employee of any reasonable work rule, regulation, policy or directive of the Board of Education or its duly authorized representative, as well as dishonesty, insubordination, fighting on the job, sleeping on the job, repeated poor job performance, absenteeism, altering time cards, and the like.

Section 2: Progressive Discipline. Discipline will be handled on a case-by-case basis, depending on the severity of the offense and may range from a written warning to termination. Issues not involving gross misconduct will generally be handled according to the following progression plan:

Counseling

Step 1: Written warning.

Step 2: One (1) day suspension.

Step 3: Three (3) day suspension.

Step 4: Termination. Recommendation to the Board for dismissal is made by the Associate Superintendent of Human Resources.

Bargaining unit employees shall have the right to have a Union representative present at all meetings held with them in order to investigate or administer disciplinary action.

Section 3: Removal of Disciplinary Action. Should an employee NOT have any reoccurring discipline issues in the same violation area at Step 1 or Step 2 within the last twelve months the oldest document will be removed from the employee's personnel file. Should an employee have recurring discipline issues in the same violation area at Step 1 or Step 2 in the last twelve months, all documentation will remain in the personnel file. Steps 3 through 5 are exempt from this provision and would remain in the employee's personnel file for the remainder of his or her employment.

ARTICLE 5 RETIREMENT

- A. All employees covered by the Agreement, unless otherwise specified, shall come under the provisions of the Illinois Municipal Retirement Fund as provided by state statute.
- B. All eligible cafeteria employees after the age of fifty (50), as evidenced by the employee's application to the Illinois Municipal Retirement Fund, will be awarded \$ 100.00 per year of service in this District. Employees who retire other than June 30 of any given year, must alert their Superintendent, or his/her designee of their intent to retire at least thirty days prior to their anticipated retirement date. Failure to so notify the Superintendent or his/her designee of their retirement date shall be grounds to declare the individual not eligible for retirement severance pay. Upon submission of an irrevocable letter of retirement, the affected employee may have these severance benefits spread out over a maximum of four (4) years to increase his/her salary up to, but not to exceed the IMRF six percent (6%) cap. Any severance monies exceeding the IMRF six percent (6%) cap shall be distributed in a lump sum following the employee's last paycheck so as not to be included in the IMRF calculations.
- C. The Board of Education will contribute \$250.00 toward the monthly premium to the Waukegan Public Schools Preferred Provider Organization (PPO) or pay the full premium Health Maintenance Organization (HMO) health plan for those who retire with at least 20 years of service in Waukegan Public Schools, until they are eligible for Medicare. To be eligible, the employee must be enrolled in the PPO or HMO health plan by the end of the open enrollment period (usually late November) preceding the date of retirement.

**ARTICLE 6
PAID HOLIDAYS**

Each employee shall be granted the day off with pay on each of the following holidays that fall during the work week:

New Year's Eve
New Year's Day
Martin Luther King, Jr. Day
Presidents Day
Good Friday
Memorial Day
July 4 (if working summer school)
Labor Day
Columbus Day
Veteran's Day
Day before Thanksgiving
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve
Christmas

In order to be eligible to receive holiday pay, an employee must work his/her last scheduled day before the holiday and his/her first scheduled day after the holiday. Employees on an excused, paid absence on the day before or the day after a paid holiday shall be eligible for holiday pay. Employees shall be paid on a pro-rated basis, based on the number of hours worked per day (for example, an employee working four hours per day will be paid four hours of holiday pay for a paid holiday).

If it is necessary for an employee to work on a paid holiday due to his/her job assignment, the employee will have the preceding day off with pay.

In the event that any paid holiday is removed as a school holiday and not replaced with an alternate paid holiday, employees shall be granted a floating holiday.

**ARTICLE 7
LEAVES**

A. Leave for Injury While on Duty

The Board shall abide by the Illinois Worker's Compensation law as administered by the Illinois Industrial Commission.

B. Sick Leave

The Board agrees to provide sick leave without loss of pay for up to ten (10) days per year. Additional leave with pay shall be taken only if the employee has accumulated sick leave beyond the ten-day (10) yearly provision. Employees shall be permitted unlimited accumulation of unused sick leave.

Sick leave shall be used for illness or physical disability to the employee or for serious illness of the employee's spouse, child or parent. If the employee returns to work after the Board approved leave and becomes disabled due to conditions associated with the reasons for the leave, earned sick leave is applicable. After three consecutive days of sick leave, the Board may request, at the expense of the employee, a written release from a health care practitioner stating the employee's ability to resume normal work duty. This article does not cover requirements for days off before or after holidays. An employee will be allowed to start FMLA after exhausting the sick time and vacation time is desired as long as the total time off does not exceed the twelve-month limit. Leave due to on the job "injuries", as documented by the Board's insurance carrier, shall not be counted against employee sick leave.

Any unused sick days in excess of 221 will be paid at 60% of (the employee's current annualized daily rate of pay (excluding overtime)). No unused sick leave pay for termination of employment.

C. Funeral Leave

1. Employees shall receive up to three (3) days off with pay in case of a current immediate family member's death. If more than three (3) working days are required, the difference will be charged to sick leave. Up to one (1) day shall be granted for the death of a close personal friend. This day shall be taken as a personal day or without pay.
2. Definition of Immediate Family: Immediate family is defined as spouse, mother, father, brother, sister, son, daughter, grandmother, grandfather, grandchild, son-in-law, daughter-in-law, mother-in-law, father-in-law, sister-in-law, brother-in-law, aunt, uncle, and any legal guardian or ward of the employee at the time of death or at commencement of final illness or accident.

D. Jury Duty/Court Appearance

The Board shall pay the regular salary of employees called as jurors without deducting additional compensation allotted by the court for such duty. The Board shall pay the regular salary of employee subpoenaed to appear in Court in any District-related matter so long as the employee is a non-party witness. Employees subpoenaed to appear in Court on a non-District related matter, or as a party to a lawsuit against the District, will be permitted to use personal time.

E. Personal Leave

The Superintendent shall grant annually up to two (2) days leave at full pay increments of a full day or half-days for personal leave. In cases where there is an emergency, at least three (3) days written notice of the necessity for leave shall be submitted to the Associate Superintendent of Human Resources.

Personal Leave shall not be taken on a day immediately before or after a school holiday or vacation-period except in an emergency or under unusual circumstances, either of which shall require the approval of the Associate Superintendent of Human Resources or his/her designee.

F. Leave for Long Term Illness

Posting of positions of persons on long-term sick leave shall be the responsibility of the current contractor. Jobs shall be posted just as in the case of any permanent vacancy in that a qualified employee shall be selected to assume the duties of the temporary positions, except that, in the event no qualified bargaining unit employee applies for the position. The current contractor may hire a temporary employee not to exceed a period of more than one (1) year. If the person on sick leave returns in the specified time, the temporary person would then return to his/her former position. If the employee on sick leave does not return within the specified time below, the person filling the position receives permanent appointment to the position. The vacated position will be eliminated as a District position after one year and the current contractor will be solely responsible for posting, filling and managing the position.

The timeframe for which the position of the person on sick leave is to remain open prior to permanent assignment will be one (1)-year. Said persons, upon return, shall present to the Board of Education a statement of satisfactory health, without restrictions, by a qualified examining physician designated by the Board. Request for such leaves must be in writing.

G. Personal Leave of Absence

Upon request of the employee, the Board may grant an unpaid leave of absence of up to one (1) year. Applications are to be submitted to the Associate Superintendent of Human Resources thirty (30) days prior to the date on which the leave is to begin.

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.

Upon return, the employee shall be returned to a similar position. If a similar position is not available, the employee may opt to accept a lesser paying position. Should a like position become available after the employee selected the lesser paying position, the employee will have first right of refusal to the vacant position.

Should an employee on personal leave seek or gain other employment, the leave may be terminated by the Board.

H. Military Leave/Family Military Leave

The Board shall abide by the Illinois Family Military Leave Act.

I. Maternity/Paternity Leave

Maternity/Parental Leave of up to six (6) months shall be granted to expectant employees or to Employees for childrearing purposes. Maternity/Parental Leave shall run concurrently with leave mandated by the Family Medical Leave Act (FMLA) when it is used for a covered purpose under the FMLA. Employees who wish to take Maternity/Parental Leave shall notify the Associate Superintendent of Human Resources in writing of the condition of pregnancy no later than four (4) months prior to the expected birth of the child. The employee's physician shall determine when it is necessary for the employee to relinquish his/her duties.

After notifying Employees, after notifying the Associate Superintendent of Human Resources of their intent to take Maternity/Parental leave at least thirty (30) calendar days prior to the date on which the leave is to begin (except in case of emergency), shall work out with the Associate Superintendent of Human Resources a time schedule for length of leave and expected date of return to work,

The following conditions shall apply:

1. Employees who return within ninety (90) days after the Maternity/Paternity leave begins shall be returned to the same position. Where the ninety (90) days extends into the summer months, they may return to their same position at the start of the next school year; if that position still exists,
2. Employees whose Maternity/Paternity leave is between ninety (90) days and ISO days shall be returned to a comparable but not necessarily the same position.
3. Seniority and advancement on the salary schedule shall be granted to those whose Maternity/Paternity leave is less than six (6) months. Sick leave and other fringe benefits do not accumulate during Maternity/Paternity leave.
4. Should there be a miscarriage, or should the death of the child occur within the period of Maternity/Paternity leave, the employee may, in writing, request early retirement. Should an appropriate position become available, the employee shall be reinstated.

J. Adopted Parent Leave

The Associate Superintendent of Human Resources may approve unpaid leave for up to five (5) days per year for any purpose.

K. Other Authorized Leave

The Associate Superintendent of Human Resources may approve unpaid leave for up to five (5) days per year for any purpose.

L. Act of God Provision

When the District deems it necessary to close the schools due to an 'Act of God' and it directly affects the employee, the amount of hours normally worked will be allowed to be recovered from either 'personal business' or from that persons 'sick-time' balance, thus allowing affected employees to be made whole. The total amount of days used shall not exceed five (5) days of normally worked hours per fiscal year.

**ARTICLE 8
INSURANCE**

Hospitalization, Medical, Major Medical and Dental

The Insurance Plan year begins January 1 and ends December 31. Open enrollment for the insurance plan year is held in November of the preceding year (i.e. Open Enrollment for insurance beginning January 2019 will be held November 2018). The District's notification of new rates for the 2019 plan year will occur on or about November 15, 2018 unless the District has not been provided the new rates by the carrier. In cases where the insurance carrier has not provided the District with the new rates by November 15th the District will provide the new rates to the Union within 10 working days of receipt of the rates from the insurance carrier. This practice will be repeated for each remaining year of this contract.

Single Coverage

The Board of Education will contribute the amount of money necessary to provide full single coverage of insurance, including hospitalization, medical, major medical and dental insurance, for all full-time employees at the 2018-2019 rate. This contribution will continue and will remain in effect for the duration of this contract.

Beginning in November 2018 and in subsequent plan years of this Contract, any increases in costs, as identifying by the

insurance carrier to the single plan will be shared equally between the Board of Education and the employees, 50% to each. Likewise, any reduction of cost to the plan will be shared equally between the Board of Education and the employee, 50% to each. In the event the year-to-year increase in health care costs exceeds 0% of the premium, the employee will be limited to paying no more than half of the increase (up to a cap of 5%). The District will be responsible for paying increases of the premium greater than 10%. The increase or reduction in rates will be based on the difference between the prior years announced rate and the new announced rate (i.e. 2018 newly announced rate minus 2017 announced rate equals the increased amount to be shared at 50% Board or 50% Union or decreased amount to be shared at 50% Union or decreased amount to be shared at 50% Board and 50% Union.

Dependent Coverage

Employees with dependent care coverage shall continue to pay the same premium rates that were in effect during the open enrollment period, which ended on November 22, 2017 for the remainder of 2018.

Beginning in January 2018, and in subsequent plan years of this Contract, any increase in costs, as identified by the insurance carrier, to the dependent plan will be shared equally between the Board of Education and the employee, 50% to each. Likewise, any reduction of cost to the plan will be shared equally between the Board of Education and the employee, 50% to each. In the event the year-to-year increase in health care costs exceeds 10% of the premium, the employee will be limited to paying no more than half of the increase (up to a cap of 5%). The District will be responsible for paying increases of the premium greater than 10%. The increase or reduction in rates will be based on the difference between the prior year's announced rate and the new announced rate (i.e. 2015 newly announced rate minus 2017 announced rate equals increased amount to be shared at 50% Board and 50% Union or decreased amount to be shared at 50% Board and 50% Union).

Affordable Care Act Provision:

If during the term of this collective bargaining agreement the Board's payment of the insurance premium for members of this bargaining unit would cause the Board or employees to incur a penalty under the new provisions of the Affordable Care Act (ACA), the Board and the Union agree to bargain over the penalty to find a mutually agreeable manner in which to avoid said penalty.

Insurance Plan Board:

The parties further recognize that the amount of the District's and employees' costs for these insurance benefits shall be governed by this Agreement.

The Union shall have one (1) non-voting, advisory seat on the insurance Plan Board. The intention of this seat is for the member to have input and not voting rights or authority.

The parties further recognize that the amount of the District's and employees' costs for these insurance benefits shall be governed by this Agreement, during the scope of employment or under the direction of the Board of Education,

Insurance While on Leave:

Employees on an unpaid leave of absence may, at their own option and upon payment of the appropriate premium, continue to be covered under the Board sponsored group insurance plan.

Liability:

The Board shall provide liability insurance against any loss or liability of bargaining unit employees by reason of death or bodily injury and property damage claims and suits including defense thereof, when damages are sought for negligent or wrongful acts allegedly committed during the scope of employment or under the direction of the Board of Education,

Life Insurance:

The Board will provide a \$50,000 Term Life Insurance policy without cost for all employees who work thirty (30) or more hours per week.

**ARTICLE 9
MISCELLANEOUS**

A. Tax Sheltered Annuities

Employees may subscribe to tax sheltered annuities under payroll authorization with the policy established by the Board and the regulations in effect.

B. Employee Access to Personnel Files

Upon forty-eight (48) hours' notice, up to five (5) employees shall be allowed to review his/her personnel file per day.

C. Credit Union Deductions

Employees may subscribe to the Consumer Co-op Credit Union under payroll deductions. All deductions shall be authorized by the Credit Union in accordance with the regulations established between the Credit Union and Waukegan Public Schools.

D. Labor Management Committee

A joint labor-management committee composed of equal numbers of Union and District representatives will meet as needed. Management agrees to meet with the employees on any of the School Improvement Plan (SIP) days. Union representatives of the committee shall be compensated for the meeting at their regular rate. These meetings shall not last longer than one (1) hour unless mutually agreed to. Advanced notice of topics shall be divulged to make the meetings more productive.

E. Working-Conditions

An employee covered by this contract will not be dismissed for the sole purpose of hiring a contracted employee.

The Union and the District agree to act at all times in such a manner as to assume proper dignity and respect to bargaining unit employees, other employees, students, and supervisory and administrative staff.

Any behavior deemed and defined as harassment on the part of personnel, including supervisory personnel, will not be tolerated and is subject to the grievance procedure.

F. Health Cards

Employer requires the employees to purchase a health card and employee submits a copy of the card to employer as evidence of completion. Employee shall be fully reimbursed by the employer for the cost of the health card.

G. Teacher Cafeteria

District Food Service employees shall not rotate through the Teachers Cafeteria in the High School unless management utilizes all other available and appropriate personnel.

H. Annual Random Background Checks

Pursuant to Section 5/10-21.9 of the Illinois School Code mandating that no school district knowingly shall employ an individual convicted of certain enumerated, criminal offenses, or found to have perpetrated the physical or sexual abuse of a minor; the Associate Superintendent of Human Resources annually shall conduct a criminal background check on 10% of bargaining unit employees to be employed in the forthcoming year. The names submitted shall be selected at random under a process developed by the Human Resources department and without regard to whether the employee presently is or has been subjected to discipline. No employee shall be investigated more frequently than once every five (5) years. The investigation shall be initiated in-between school year terms, after July 1, and all returning employees shall be deemed to have provided consent unless they have given written notice to the Associate Superintendent of Human Resources of their intent to resign prior to July 1.

Individuals for whom a conviction record or finding of abuse is received shall be provided with a copy of the investigation results and an opportunity to refute the information contained therein to the Superintendent or his/her designee. To successfully refute a conviction record or finding of abuse, the employee must show that:

1. He/she is not the true subject of the record;
2. The record previously was ordered expunged; or
3. Other clear error in the record exists.

Unless the employee makes the necessary showing within five (5) business days, then the employee shall be suspended without pay. If the conviction record cannot be refuted, or if the employee does not file a grievance, the employee shall be terminated in accordance with law. If the information is refuted successfully, the employee shall be reinstated, references to the conviction and any suspension shall be deleted from the employee's record and any lost pay shall be promptly paid to the employee.

B. Gender Use in Contract

It is agreed that for purposes of construction of this Agreement, whenever the masculine gender is used, it shall include the female gender and vice versa.

**ARTICLE 10
UNION RIGHTS**

- A. Stewards and committee members determined by the Union shall be recognized by the District.
- B. Stewards shall be paid at their regular rate of pay for time spent during the employee's working hours attending grievance meetings scheduled with management and investigating and processing grievances, as long as the time spent is not an undue disruption to the normal efficiencies of the District. Stewards shall obtain prior approval from the Director of Food Service or his designee before leaving their assigned duties to meet with other District personnel regarding any grievance. Such prior approval shall be granted, provided that approval would not cause undue disruption of the normal operation of the District.
- C. Bulletin Boards shall be made available to the Union in each kitchen area for posting of Union bulletins and information. Copies of all school bulletins directed to all staff or to cafeteria staff will be distributed to Union Stewards.
- D. The Board shall provide all new bargaining unit employees with a copy of the contract between the Union and the Board. The cost of printing and distributing the contract shall be shared between the District and the Union.

**ARTICLE 12
MEALS/REST PERIOD**

Lunch will be furnished to all employees on days worked and on days when food is served. A thirty (30) minute lunch period will be scheduled for all employees scheduled to work more than four (4) hours. Employees may choose the lunch from either the selection for students or the selection for staff. Employees shall receive rest breaks according to the number of hours worked as follows:

Less than six (6) hours: Two (2) consisting of ten (10) minutes each. More than six (6) hours: Two (2), consisting of fifteen (15) minutes each.

**ARTICLE 12
UNIFORMS**

- A. Uniforms
All employees shall be provided with five (5) new pair of uniform pants and five (5) new uniform blouses/shirts. The District shall make available, replacement uniform pants and/or blouses/shirts when necessary by turning in worn-out uniform pants or blouses/shirts but, not to exceed three articles or complete sets each year. In the event, a laundry service is provided to these employees, the contract of services will be provided as to meet the needs of the employee,
- B. Shoes
Employees shall be required to wear employer provided non-slip overshoes in all appropriate areas. In place of the overshoes, the employee may wear individually purchased industry-standard non-slip work shoes as long as employee provides written proof of such non-slip, slip-resistant shoe condition (such as sales slip, etc.). Employees who chose to purchase their own work shoes shall not be reimbursed by the District for the cost of the shoes.

**ARTICLE 13
HOURS OF WORK**

- A. It shall be the policy of the Board to provide employees with adequate hours of work per day to perform required work.

The District agrees that, during the term of this Agreement, it will not reduce the working hours of cafeteria workers below the minimum working hours established for each job classification, except in case of layoff, discharge, resignation, or voluntary transfer to a position with fewer hours. Employees currently working more than the minimum working hours established for their job classification shall not have their regularly scheduled hours reduced unless there is not sufficient work available in the employee's job classification to maintain his/her working hours. Further, no bargaining unit employee shall have his/her hours reduced if a non-District employee is performing work in the employee's job classification that could be assigned to the employee in order to avoid reducing his/her hours.
- B. Management can adjust an employee's hours in cases where the situation dictates change but with no loss of insurance benefits if the employee has them. The District will ensure that the employee keeps full-time status in these situations by providing other duties to perform. Any time worked over 40 hours per week or eight hours per day shall be considered overtime and paid at time and a half. The week starts on Sunday and continues through Saturday.

Job Classification	Minimum Hours of Work per Day
Cook Middle School	7.5
Cook - K-5	7.5
2 nd Cook - High School	7.5
2 nd Cook - Middle School	6.5
Baker - High School	7.5
Cashier	7.0
Cafeteria Worker - High School	6
Cafeteria Worker - Middle School	5.75
Elementary School Supervisor (Lunch Only)	4
Elementary School Supervisor (Lunch and Breakfast)	6
Sandwich/Salad Maker - High School	7.5
Sandwich/Salad Maker - Middle School	6.5

The Union shall have the right to reopen negotiations on this Article only, during the term of this Agreement, upon written notice to the District. For purposes of this Section, "regularly scheduled" shall mean the number of hours each employee is scheduled to work during a normal workday when breakfast and lunch are served, or in schools that do not serve breakfast, lunch only is served

- C. Extra cafeteria work requiring additional hours shall be equally distributed among those bargaining unit employees who are willing and qualified to do the required work. Offered extra hours not worked due to refusals or absences will be considered as worked for the purpose of determining eligibility for overtime opportunities. A record of overtime hours worked and /or refused by each employee shall be maintained and shall be posted and updated regularly. Bargaining unit members shall be offered additional hours first however such hours may be assigned to non-bargaining unit members if no bargaining unit member accepts the additional hours.
- D. Employees who are assigned to perform a significant portion of the work of an absent employee shall receive an additional one and a half (1.5) hour pay for each day of such assignment.

ARTICLE 14 SENIORITY, PROMOTIONS, TRANSFERS AND LAYOFFS

A. Seniority

Seniority shall be defined as the total number of continuous years of service from the first day of permanent employment as an employee with the Waukegan Public School District 60.

B. Promotions and Transfers

1. All eligible employees may apply for vacancies with the current contractor that occur because of transfers, resignations, terminations, or promotions.
2. Notices of all openings shall be posted for no less than five (5) working days. Notices will include the locations of the vacancy and the job title of the vacancy. The number of hours per normal workday that will be scheduled for the vacant position shall also be specified on the job posting.
3. Employees making application for a posted vacancy will submit an electronic application in accordance with the expectations posted within the job vacancy announcement and will set forth their qualifications in the application.
4. Employees will undergo a thirty (30) day evaluation period in the new position.
5. Employees who are unable to fulfill the duties of the new position will be returned to their former position or a similar position at that similar position's rate of pay.
6. Promotion from one position to another will be primarily based on evaluations ratings and demonstrations of the individual's ability to do the job. If after review of evaluations and work performance two individuals are considered equal, the candidate with the greatest number of years of seniority will be granted the promotion.
7. When no bargaining unit employee bids and/or no bargaining unit employee demonstrated the ability to perform the work, the District and/or current contractor may fill the position with a person outside of the bargaining unit.
8. An employee promoted into a new position shall be paid at the appropriate pay rate in that position which represents a wage increase.
9. Vacated positions not filled through Article 14, Section B Promotion and Transfer process will be eliminated as a District position and the current contractor will be solely responsible for posting, filing, and managing the position.

C. Reduction in Force

When there is to be a reduction/dismissal of cafeteria workers, the decision shall be made by the Board in accordance with the provisions of Section 10-23.5 of the School Code. Specific procedures are as follows.

Employees will be laid off in the following order:

1. New, probationary employees;
2. In the event of further reductions, employees will be laid off from the affected classifications in accordance with their seniority; and
3. Employees laid off under "2", above, shall have the right to bump employees in other lower-paid positions who have less unit-wide

seniority.

Employees who are eligible for recall shall be placed on a recall list a period of one (1) school calendar year for the beginning of the following school term. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of layoff.

Employees who are eligible for recall shall be given fourteen (14) calendar days notice of recall. The employee must notify the Superintendent, in writing by certified mail, of his/her intention to return within seven (7) days after the mailing of the notice of recall. The District shall be deemed to have fulfilled its obligation by mailing the recall notice by certified mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the Superintendent with his/her latest mailing address.

An employee whose position is eliminated and has been approved for an alternate position in the District shall not suffer a decrease in experience credit on the salary schedule, but shall receive appropriate wage adjustment pursuant to the job category of the alternate position.

If a RIF'd cafeteria worker is rehired within one (1) year of the termination it shall be without loss of seniority, credit on the pay schedule and accrued benefits.

ARTICLE 15 COPE DEDUCTION

- A. The Board agrees, if on file in the Business office by September 15, to honor contributed deduction authorization from its cafeteria workers in the following form (or reasonable likeness):

I hereby authorize and direct the Employer named above to deduct from my earnings the sum of \$ _____ and to remit such amount to the SEIU Local 73 COPE fund. This authorization shall continue in effect from year to year unless revoked by me in writing prior to September 15 of any school year, or upon termination of my employment. This authorization is voluntarily made on the specific understand that:

- I may refuse to contribute without reprisal;
- The signing of this authorization card and the making of these voluntary contributions are not a condition of membership in the Union or employment by my employer;
- And that the SEIU Local 73 COPE Fund, which is affiliated with Service Employees International Union and A FL-CIO COPE, uses the money they receive for political purposes (including but not limited to making contributions to and expenditures for candidates for federal, state and local officers and addressing political issues of public importance),

- B. The Union agrees to indemnify and hold harmless the District against any and all claims, suits, orders of judgments against the District resulting from any action taken or not taken by the District pursuant to the provisions of section A of this Article.

ARTICLE 16 WAGES

For the term of this Agreement, employees shall be paid according to the wage schedule in Appendix A, which is attached herein and incorporated into this Agreement.

The District shall pay wage increases 4% effective July 1, 2018, 3% effective July 1, 2019, 2.5% effective July 1, 2020, 1.5% effective July 1, 2021, and 1.5% effective July 1, 2022.

**ARTICLE 17
NO STRIKE/LOCKOUT**

The Union and the members of the bargaining unit hereby agree not to strike in the said school district during the term of this Agreement. The Board agrees that there will be no lockouts during the term of this Agreement,

**ARTICLE 18
DURATION**

This agreement shall be in force from July 1, 2018 through June 30, 2023.

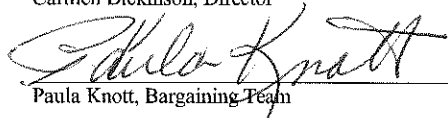
Service Employees Local 73



SEIU Local 73 Trustee



Carmen Dickinson, Director



Paula Knott, Bargaining Team

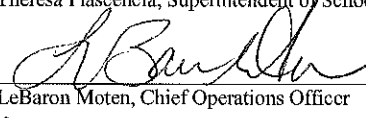
Community Unit School District No. 60



R. Michael Rodriguez, Board of Education



Theresa Plascencia, Superintendent of Schools



LeBaron Moten, Chief Operations Officer



Alicia Williams, Coordinator of Child Nutrition/Transportation

**APPENDIX A
WAGE SCHEDULE**

Classification	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
Cook- Middle School	\$19.44	\$20.22	\$20.83	\$21.35	\$21.67	\$22.00
2nd Cook - High School	\$19.77	\$20.56	\$21.18	\$21.71	\$22.04	\$22.37
Baker - High School	\$19.02	\$19.78	\$20.37	\$20.88	\$21.19	\$21.51
Cashier	\$17.29	\$17.98	\$18.52	\$18.98	\$19.26	\$19.55
Cafeteria Worker - High School	\$15.76	\$16.39	\$16.88	\$17.30	\$17.56	\$17.82
K-5 Worker- High School	\$17.29	\$17.98	\$18.52	\$18.98	\$19.26	\$19.55
Cafeteria Worker'--Middle School	\$15.76	\$16.39	\$16.88	\$17.30	\$17.56	\$17.82
Elementary School Supervisor	\$17.29	\$17.98	\$18.52	\$18.98	\$19.26	\$19.55
Sandwich/Salad Maker - High School	\$17.72	\$18.43	\$18.98	\$19.45	\$19.74	\$20.04
Sandwich/Salad Maker - High School	\$17.29	\$17.98	\$18.52	\$18.98	\$19.26	\$19.55
Supervisor - Middle School	\$17.29	\$17.98	\$18.52	\$18.98	\$19.26	\$19.55

Longevity

Employees will receive a longevity stipend on the final paycheck in June according to the following schedule:

<u>Years of Service With the District</u>	<u>Longevity Stipend</u>
20 or more	\$900
15-19	\$700
12-14	\$500
8-11	\$200