

AGREEMENT

BY AND BETWEEN

**SDH EDUCATION WEST, LLC, a SUBSIDIARY of SODEXO
INC.**

AT

**WAUKEGAN SCHOOL DISTRICT NO. 60
1201 Sheridan Road
LAKE COUNTY, ILLINOIS**

AND

**SEIU LOCAL 73
EFFECTIVE DATES:**

FROM: February 18, 2024

TO: July 31, 2028

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PREAMBLE

Section 1. This AGREEMENT made and entered into, by and between SDH Education West, LLC., a subsidiary of Sodexo Inc., at Waukegan School District No 60, Lake County Illinois, ("Employer" or "Company), and SEIU Local 73, ("Union"), is for the purpose of providing a clear and concise document by which the parties can equitably establish a relationship within the meaning of the National Labor Relations Act.

Section 2. The Employer and the Union share a common goal of fostering an amicable and collaborative relationship that will directly facilitate the delivery of efficient, high quality services to the Employer's clients and customers at competitive costs by employees who enjoy reasonable wages, benefits, and working conditions. Accordingly, the Employer and the Union recognize that it is the best interest of both parties and the employees that mutual responsibility and respect characterize all dealings between them. The Employer and the Union representatives at all levels will apply the terms of this Agreement fairly in accordance with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees, as defined in Article 1 (Recognition) and the Employer's right to manage the business profitably.

ARTICLE 1 – RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative with respect to salaries, hours of employment and other conditions of employment for all regular full-time and regular part-time employees of SDH Education West, LLC., a subsidiary of Sodexo Inc. at Waukegan School District No. 60 in Lake County Illinois, in the classifications identified in Appendix A (Wages). Excluded from the bargaining unit shall be employees in classifications not identified in Appendix A, managers, confidential and clerical employees, professional employees, casual/substitute employees, temporary employees, supervisors, and guards as defined in the National Labor Relations Act.

ARTICLE 2 – DEFINITIONS

Section 1. Full-Time Employee: A "full-time employee" is one who regularly works thirty (30) or more hours per week.

Section 2. Part-Time Employee: A "part-time employee" is one who regularly works fewer than thirty (30) hours per week.

Section 3. Casual Employee: A "casual employee" is one who is scheduled to work on an as needed, non-regular basis.

Section 4. Working Day/Days: When used to define time limits for notices, meetings, postings, and the Grievance and Arbitration process, "working day" means Monday through Friday, exclusive of fixed holidays under this Agreement and days on which the unit is closed.

ARTICLE 3 – RESPECT AND DIGNITY

The Employer and Union agree that each employee and supervisory representative of the Employer shall be treated with dignity and respect. Verbal abuse, threats, or harassment,

including sexual harassment, by employees, managers or supervisors towards each other will not be tolerated. Discipline shall be handled in a professional manner.

ARTICLE 4 – NON-DISCRIMINATION

Section 1. The Employer and the Union agree that neither of them will discriminate against or harass any of the Employer's employees because of the employee's race, color, religion, sex, sexual orientation, age, national origin, disability, veteran status or any other personal characteristic that is protected by applicable law. The Employer and the Union also agree that neither of them will retaliate against any of the Employer's employees who complain of discrimination or harassment or who participate in an investigation regarding discrimination or harassment.

The Employer and the Union agree that each bargaining unit member is also obligated not to discriminate, harass, or retaliate based on any of the protected characteristics described above against any other employee or anyone with whom the employee has contact on the Employer's and/or client's premises during the course of the employee's workday.

The Employer will endeavor to have a diverse workforce and to make sure that people of all backgrounds have the opportunity to become employees and work in the unit.

Section 2. Gender. All pronouns used in this Agreement shall be gender neutral and shall include he/she/they and his/her/their.

Section 3. Americans with Disabilities Act. This Agreement shall be interpreted to permit the reasonable accommodation of disabled persons as required by state and/or federal law, including the Americans with Disabilities Act (ADA). In the event such conflicting accommodation is permitted only if required to comply with said laws, the parties, at either's request, shall meet to discuss the proposed accommodation. The parties agree that any accommodation made by the Employer with the respect to job duties or any other term or condition of employment shall not in any way become applicable to any other individual, class or group of employees, but shall apply only to the person or persons accommodated in the particular situation. The fact that such person or persons was accommodated, and the manner and method of such accommodation, shall be without precedent and, therefore, may not be used or relied upon by any person for any purpose at any time in the future.

ARTICLE 5 – MANAGEMENT'S RIGHTS

Section 1. The Union recognizes the right of the Employer to operate and manage its business. All rights, functions, prerogatives, and discretions of the management of the Employer, formerly exercised, potentially exercised or otherwise, are vested exclusively with the Employer, except only to the extent that such rights are specifically and explicitly modified by the express provisions of this Agreement.

Section 2. Except as modified by this Agreement, the Employer's right to manage its business shall include, but not be limited to, the right to hire, promote, demote, transfer, assign, and direct its work force; to discipline, suspend, or discharge; to retire or relieve employees from duty because of lack of work or other legitimate reasons; to determine and require standards of performance and to maintain discipline, order and efficiency; to determine operating standards, operational and other policies; to determine methods and procedures; to determine the quantity

and type of equipment to be used; to increase or decrease the work force; to determine the number of departments and employees therein, and the work performed by them; to determine processes to be employed in the work place; to determine the number of hours per day or week individuals work and operations that shall be carried on; to establish and change work schedules, hours and assignments; to subcontract as long as it does not result in the layoff or displacement of employees, except in cases of significant mechanical breakdown, fire, or flood; to discontinue or relocate any portion or all of the operations now or in the future that are carried on at the facility covered by this Agreement; to schedule hours of work, including overtime; to add shifts or terminate existing shifts in accordance with customer need; to determine job content and classifications required; and to make and enforce all reasonable rules relating to work, operations, and safety. None of the above provisions shall be exercised in a capricious or arbitrary manner, and shall not be implemented without good and just cause.

ARTICLE 6 – UNION MEMBERSHIP

Section 1. Good standing membership in the Union shall be a condition of employment with the Employer for all bargaining unit employees who have such membership on the date of execution of this Agreement; it shall also be a condition of employment with the Employer for all other bargaining unit employees on and after the thirtieth (30th) day following the execution or effective date of this Agreement, or on or after the thirtieth (30th) day following the beginning of their employment, whichever is the later. If the foregoing is prohibited by law, then at the corresponding time all employees shall be required as a condition of employment (unless prohibited by law) to pay to the Union a service charge to reimburse it for the cost of negotiating and administering this agreement.

Section 2. Good standing membership in the Union for purposes of this Article means such membership in the Union through membership in SEIU, Local 73.

Section 3. In the event that Section 1 may not be lawfully applied, all employees shall be informed by the Employer of the existence of this Agreement. The parties agree that the following Joint Statement shall be read or provided to employees at new employee orientation and posted in the workplace: "All facilities employees of Sodexo at Waukegan Schools, Lake County, IL are covered under a collective bargaining agreement between Sodexo and SEIU, Local 73. Sodexo is neutral on the subject of employees' decision to join or not join the Union. No employee shall be discriminated against for either joining or not joining the Union. More information and a copy of the Union Contract can be obtained by contacting the Union.

Section 4. To simplify the Employer's and the Union's administration of this Section, the Employer shall upon the hiring of new employees provide each employee an application for union membership and dues checkoff authorization form. The Employer shall remit the completed forms to the union monthly. The Employer agrees to recognize electronic and web based authorizations as utilized by the union in accordance with applicable law.

Section 5. The Employer agrees to deduct each pay period from the wages of each employee who so authorizes such deduction, the amount of regular initiation fees and Union dues as certified to the Employer by the Secretary/Treasurer of the Union.

Section 6. The Employer shall remit each month to the Union the amount of deductions made for the preceding month, including initiation fees, reinstatement fees, membership dues, and arrears, together with a list of employees with payroll identifier, hourly rate of pay, and

arrearages per week or month, for whom such deductions have been made. The list will indicate all official personnel actions that result in a change in status of bargaining unit members, including new hires, terminations, leaves of absence, and layoffs. The remittance shall be forwarded not later than the twenty-fifth (25th) of the month following the month in which the deductions were made. The Employer will similarly send the Union a list of all employees containing the following information: name, job title, rate of pay, FTE, hire date, home address, and cell number.

Section 7. The Employer's obligation is limited solely to making the authorized deduction and such obligation shall cease at the time the employee is terminated or laid off for lack of work, including summer layoffs.

Section 8. The Union shall hold harmless the Employer from any and all claims that may arise out of the Employer's compliance with this Article.

Section 9. The Employer shall deduct monthly, bi-weekly or weekly a flat dollar amount, if the Employer's payroll system permits, from the gross wages or salary of each employee who voluntarily executes a Committee on Political Education (COPE) payroll deduction authorization form the contributions so authorized on that form, and remit those contributions to the Union at the same time that the Employer remits to the Union the Union dues that are separately voluntarily authorized by employees to be deducted from their gross wages or salaries and remitted to the Union pursuant to this Article. The Employer may remit COPE contributions and Union dues to the Union by a single check, or by separate checks. With each COPE contribution remittance, the Employer shall provide the Union with a written itemization setting forth as to each contributing employee his or her name, Social Security number and total contribution amount. The parties acknowledge that the Employer's costs of administration of this COPE payroll deduction have been taken into account by the parties in their negotiation of this Agreement and have been incorporated in the wage, salary, and benefits provisions of this Agreement. The Employer's responsibility under this Section is limited solely to disbursing the funds to the Union as provided in this Section. The Union shall assume all responsibility for distribution of the COPE contribution remittance to the COPE's specified on the form.

Section 10. Alternate Methods of Dues Deductions

The Employer agrees to honor individual authorizations presented by the Union, in a format that is compatible with the Employer's system, for dues deductions and voluntary deductions such as COPE contributions, including alternate forms of authorization in addition to signed membership forms, provided that such authorizations are allowable under state and federal law and clearly indicate the intent of individual employees. The Union shall provide at least ninety (90) days advance notice of any proposed modifications.

ARTICLE 7 – BARGAINING UNIT WORK

Section 1. Supervisors will not perform bargaining unit work except as traditionally has been performed or when there are no unit employees to perform the work needed, or when such is necessary for legitimate and immediate needs or for the instruction of personnel. In no case shall supervisors or non-bargaining unit workers be utilized to erode the bargaining unit.

Section 2. The Employer will make efforts to limit the hiring of temporary agency employees; however, there may be circumstances when the use of temporary agency

employees is necessary. The use of temporary agency employees shall not permanently displace regular bargaining unit employees nor deprive bargaining unit employees of opportunities for overtime.

ARTICLE 8 – LABOR-MANAGEMENT COMMITTEE

The Employer and Union agree that there shall be a Labor-Management Committee consisting of no more than four (4) individuals from each party, depending on unit size. Committee members shall be designated, in writing, by each party to the other. Meetings will be held at mutually agreeable times and places so as to apprise the other of problems, concerns, and suggestions related to the operations and the work force, all with the aim of promoting better understanding between the parties. Meetings will be held within fifteen (15) days after either party so requests, but not more than one time each month during the academic year. A written agenda shall be established for each meeting. Such meetings shall not be construed as opening the Agreement for negotiations, nor shall any subject matter at the meetings constitute a step in the grievance procedure. Employees shall be paid at their regular hourly rate for time spent at Labor-Management Committee meetings.

ARTICLE 9 – SAFETY

Section 1. The Employer is responsible for maintaining a safe working environment and shall supply all safety devices and equipment required by law. Training in proper safety techniques and equipment will be provided by the Employer as needed.

Section 2. A Joint Safety and Health Committee (“Committee”) will be established. The committee will be composed of up to three members of the bargaining unit selected by the Union and up to three members of management selected by the Employer, the actual size of which shall be mutually agreed upon based upon considerations of the size and complexity of the unit. The Committee shall be organized to provide assistance in identifying and eliminating potential safety hazards throughout the facility. The Employer will coordinate the meetings of the Committee. This Committee will meet monthly during the academic year. The Employer will make every effort to consider all of the recommendations from the Committee in good faith. Employees shall be paid at their regular hourly rate for time spent at health and safety committee meetings.

Section 3: Protective Equipment. The Employer shall make available appropriate personal protective equipment at no cost to the employee. If an employee intentionally destroys or damages the protective equipment provided to the employee, or loses the equipment where a secure space for storage has been provided, the employee will be responsible for the cost of replacement. Employees shall not be responsible for the cost of replacement for protective equipment that is replaced as a result of normal wear and tear, regularly scheduled replacement, or replacement resulting from circumstances beyond the employee’s control.

ARTICLE 10 – VISITATION

Section 1. This Article provides a Union visitation process that will ensure the proper balance between operations and the accredited representative visitation to the Employer’s public and private business areas for the purposes of conferring with the Employer and the Union Steward and monitoring the administration of this Agreement. Management can withhold

access to the premises for legitimate reasons. However, access will not be unreasonably withheld.

Section 2. An authorized representative of the Union will make reasonable attempts to notify the General Manager or authorized designee in advance of arriving on the Employer's or client's premises of their desire to visit. Upon arrival on the Employer's or client's premises, the Union accredited representative will notify the General Manager or authorized designee, in person, of his/her presence prior to speaking to any employee. At that time, the General Manager or authorized designee will inform the Union accredited representative if there are any business reasons for limiting the Union's visitation with employees or visiting the premises. Such visitation shall not interfere with the work of the employees or the service to the customers of the Employer and will follow the client's security regulations.

ARTICLE 11 – UNION STEWARDS

Section 1. The number of Union Stewards shall be three (3) and shall be distributed as set forth below. The Union shall advise the Employer in writing of the names of Union Stewards. One (1) Union Steward shall participate in each grievance procedure. Union Stewards, unless the Steward is the grievant, shall be recognized by the Employer as representatives of the employees for the purposes of enforcing this Agreement, and shall generally act as representatives of the Union on the job.

Section 2. A Steward may request to be released from his/her regular duties to investigate grievances on Employer time. Requests to conduct such investigations shall not be unreasonably withheld. The Steward shall contact his/her supervisor in advance to determine a time when such investigation will not interfere with the Steward's work and the work of the person with whom the Steward wants to meet.

Section 3. No Steward shall have any authority to order or cause any strike, slowdown, or cessation of work, and the Steward shall not interfere with the Manager in the Manager's running of the Unit.

Section 4. If the overall number of bargaining unit employees—either in the total unit, on a specific shift, or in a specific work area—changes significantly, the Parties will meet to discuss the number of Stewards.

Section 5. Stewards will receive one paid day off for union sponsored training as a steward once per academic year.

Section 6. Upon written authorization from the bargaining unit member, a union steward or business representative shall be provided with copies of pertinent information from the the member's human resources file.

ARTICLE 12 – SENIORITY

Section 1. "Seniority" shall be defined as the employee's length of continuous service with the Employer as measured from the employee's record date of hire by the Employer in the operation covered by this agreement. "Seniority" for any employee who transfers into the unit after the effective date of this Agreement shall be defined as the employee's length of continuous service as measured from the employee's most recent date of hire by the Employer,

provided that such date of hire shall not pre-date any break in service occurring before the transfer. "Classification Seniority" shall be defined as the employee's length of continuous service within his/her classification as measured from the date the employee first entered the classification at this unit.

The Employer agrees to recognize seniority accrued by employees while in the employment of previous food service vendors at Waukegan School District 60 as long as seniority was not severed for any reason beyond a change in vendor.

Classification Seniority will be used for purposes of layoff, recall, shift preference, overtime, and job bidding, except to the extent specifically provided otherwise in this Agreement.

In the event two (2) or more employees are hired on the same day their seniority shall be decided by a mutually agreed lottery of those employees.

Section 2. The Employer shall furnish to the Union, upon its request, a copy of an up-to-date seniority list at the start of every contract year which shall include the name and address of each employee along with their most recent job title, noting any who have quit and any who are on leave of absence.

Section 3. Continuous employment shall be broken for any of the following reason. If such continuous service is broken, the employee shall be considered a new employee for all purposes, if and when rehired:

- a) Resignation or other voluntary termination of employment.
- b) Discharge for just cause.
- c) Absence of three (3) consecutive days without notice to the Employer, unless there are extenuating circumstances prohibiting the employee from contacting the Employer.
- d) Failure to return to work within ten (10) working days after the Employer gives the employee written notice to return to work, and failure to notify the Employer of their intentions to return to work within five (5) working days after such notice is given. Such notice shall be deemed to have been sufficiently given if sent to the employee by a reliable, documented, means to the last address furnished by the employee to management.
- e) If the employee is laid off and is not recalled for a period of five (5) years for those employees with two (2) or more years of service. For those employees with less than two (2) years of service, their period of recall shall be limited to a maximum of two (2) years. Employees will be required to contact the Employer during the month of June of each year to maintain their eligibility.
- f) Working during a leave of absence, except for work in conjunction with a leave for Union business.
- g) Any absence beyond an authorized leave of absence.

ARTICLE 13 – PROBATION

Newly hired employees shall be deemed to be probationary during their first ninety (90) calendar days. Days lost from work during the ninety (90) calendar day probation period shall not be considered in computing the ninety (90) day calendar period and shall not break the continuous employment. During the probation period, an employee may be terminated in the sole discretion of the Employer without recourse to this Agreement. Unless otherwise provided in this Agreement, a probationary employee is not eligible for any benefits set forth in this Agreement.

ARTICLE 14 – JOB POSTING

Section 1. Any new position or vacancy as determined by management shall be posted on the bulletin boards that the employees read from, for five (5) business days. Persons shall apply for the posted vacancies by sending a written request (form) to the Unit Manager. The Employer will make every effort to conduct interviews within ten (10) working days of the closing of the posting.

Section 2. The posting shall contain the minimum qualifications, skill requirements, work year, workweek, wages, and job description for the posted position. Copies of all postings shall be given to the Chief Stewards on site or emailed to the Union office. Copies of completed postings shall be given to the Chief Stewards or emailed to the Union office within ten (10) working days of the bid award.

Section 3. All such vacancies shall, as determined by management, be filled by awarding the position to the most senior qualified employee who bids for that position and has not been awarded a position within the last six (6) months. Employees will be transferred or promoted in accordance with their seniority, provided they have the necessary ability and experience and can meet the job description requirements. For purposes of this section, "seniority" shall mean Seniority accrued at this unit.

Openings to which internal employees are to be transferred or promoted will be filled in a maximum of two (2) weeks, if possible. Vacancies resulting from the initial job posting shall be filled as provided in this Article up to a maximum of three (3) postings.

Nothing contained in this Article shall prevent the Employer from temporarily filling a job vacancy during the posting/selection process.

Section 6. There shall be no restrictions on temporary or lateral transfers or transfers into a lower paying classification, as long as the Employer maintains the employee's current rate of pay. Whenever an employee is transferred to a lower paying job for their convenience (for example in lieu of layoff, bid on a lower paying job, etc.), the employee shall be paid the rate of the job immediately.

ARTICLE 15 – LAYOFF AND RECALL

Section 1. In the event the Employer finds it necessary to lay off employees due to lack of work, such layoffs shall be on the basis of the employee's Classification Seniority with the Employer. The employee with the least seniority in the classification affected shall be the first to be laid off.

Section 2. Employees shall be given at least two (2) weeks notice, if possible, in cases of layoff.

Section 3. Laid off employees shall be given preference in reemployment if qualified. In the event of recall, employees shall be recalled in the reverse order of the layoff.

Section 4. The affected employee(s) may exercise one of the following options:

a) The employee may bump the least senior employee in the same or lower pay grade within their respective classification, or the employee may bump the least senior employee in his or her former classification if his or her seniority in the former classification exceeds that of the least senior employee in that classification.

b) The affected employee(s) may opt to fill a vacancy in their own or lower pay grade in any classification if, in the Employer's opinion, they are qualified and have the ability to perform within that classification.

c) Employee(s) who have been laid off or displaced shall have the right of recall to any former job classification or any other job classification for which they are minimally qualified in their own or lower pay rate.

d) When work becomes available in that employee's classification from which they were laid off or displaced, they will be recalled in reverse order of their layoff or displacement.

e) For the purposes of recall notification the Employer shall notify the employee by a reliable, documented, means at the last known address supplied by the employee. Employees must notify the Employer within five (5) working days of the date the message was received of their intent to report to work after notification. Employees shall report to work within three (3) working days after indicating their willingness to be reinstated.

f) Employees exercising a right to bump into a lower or former classification shall have their hourly rates decreased by no more than 10 percent for as long as they are in the lower or former classification.

ARTICLE 16 – LEAVES OF ABSENCE

Section 1. Upon written notice to the Employer, an employee with at least one (1) year of service may apply for a personal leave of absence of up to sixty (60) calendar days. An employee must submit a written request at least thirty (30) calendar days in advance; however, the Employer will consider exceptions for unforeseen circumstances. The application shall specify the reason and the requested length of time for leave. The leave may be extended for thirty (30) calendar days by mutual agreement of the parties in writing in advance of the conclusion of the original leave and will not be unreasonably denied. The employee shall give a

minimum of fourteen (14) calendar days' notice of such request. All leave requests shall be approved in the sole discretion of the Employer and must include a return to work date.

Section 2. In the event an employee is hired or appointed to short-term employment with the Union, the employee shall be allowed to take leave, subject to the Employer's legitimate business needs. The Employee shall give a minimum of fourteen (14) calendar days' notice of such request. Such leave shall not exceed sixty (60) calendar days. No more than two (2) employees from the bargaining unit may be awarded such leave at a time. The Employer shall continue to pay for the employee's benefits during such leave provided that the Union and/or the employee reimburses the Employer in full for such benefits beginning on the first day of the month following the commencement of such leave. During such leave, the Employer will continue the seniority of the employee on leave and the accrual of benefits based on seniority.

Union employees will be granted time off without pay to attend authorized union functions, subject to the needs of the operation. Employees who seek to voluntarily attend a union function agree to notify the Employer at least seven (7) days prior to the event. Employees will also be allowed to use any paid vacation or personal time they may have accrued for such time off.

Section 3. An employee who enters the armed forces of the United States, or is called to active duty or military training, will be granted an unpaid leave of absence according to applicable laws.

Section 4. The Employer shall administer all leaves in accordance with the Family and Medical Leave Act (FMLA) and applicable state law regarding leaves.

Section 5. An employee returning from FMLA/Union leave, or a personal leave of forty-five (45) days or less, shall be entitled to reinstatement to his/her position, hours, and work unit unless the position has been eliminated or modified as a result of layoffs or other legitimate business needs. In such event, the employee may use their seniority as provided for in the Layoff and Recall Article. Vacancies created by such leaves shall not be subject to the Job Posting requirements and may be filled temporarily at the Employer's discretion.

Section 6. The Employer may, in accordance with the Job Posting requirements, fill vacancies created by personal leaves of more than forty-five (45) days. Employees returning from personal leaves of more than thirty (30) days shall be entitled to fill an existing vacancy that is consistent with their seniority and qualifications.

Section 7. Holidays, sick days, and other benefit entitlements shall not continue to accrue during any leave of absence, except as required by applicable law and Section 2.

ARTICLE 17 – DISCIPLINE & DISCHARGE/JUST CAUSE

Section 1. The Employer agrees that discipline shall be for just cause only. An employee may file a grievance concerning disciplinary action against him/her.

The Employer will take any discipline action promptly after learning of the circumstances on which the discipline is based. In general, the Employer will endeavor to take any such disciplinary action within seven (7) business days after learning of the circumstances on which the discipline is based, unless there exists a justifiable business reason for a reasonable extension of this period. The Employer will give its reasons for such discipline and/or discharge

to the employee and the Union Steward or designee within seven (7) business days of such disciplinary action.

Section 2. The parties recognize the principles and need for a method by which progressive discipline shall be provided. The Employer will administer progressive discipline as follows:

- a) First written warning.
- b) Second written warning.
- c) A final warning and/or disciplinary suspension of up to five (5) scheduled workdays.
- d) Suspension pending investigation and decision to discharge.

Section 3. The progressive disciplinary steps described in Section 2 will not be applied, and employees will be subject to suspension or summary discharge in cases of serious misconduct, such as gross insubordination; fraud, theft, or misappropriation of company or client funds or property; punching in or out for another employee or any other falsification of records; vandalism; use, possession, sale, distribution, or being under the influence while at work of alcoholic beverages or illegal drugs or other controlled substances; possession of firearms or illegal weapons at the work place or while on duty; engaging in, abetting, or threatening violence, physical harm, or abuse of fellow employees, management, or customers; or other conduct of a similar nature, seriousness, or culpability.

Section 4. In any disciplinary proceeding, the Employer may not consider and/or utilize any material adverse to the employee that occurred more than twelve (12) months prior to the current disciplinary action, provided no other disciplinary action has been taken against the individual within those twelve (12) months.

Section 5. An employee shall be permitted to have a Shop Steward or Union Representative at any meeting with the Employer, or its agents, which meeting is for the purpose of investigating alleged misconduct by the employee that might be the basis for, or which may result in, discharge, suspension or other disciplinary action with respect to the employee. If the employee indicates that he/she wishes a steward to be present, and one is not available, the disciplinary meeting shall be temporarily postponed unless it is suspension or suspension with intent to discharge. In such cases, another bargaining unit person of the employee's choosing shall be asked to sit in as a witness. If it is not a suspension or suspension with intent to discharge, the discipline shall be delayed until the employee's next shift

ARTICLE 18 – GRIEVANCE PROCEDURE

Section 1. A grievance shall be defined as any dispute arising out of the expressed terms or conditions contained within this Agreement.

Section 2. All grievances shall be processed in the following manner:

Step 1: The parties share a common goal of attempting to resolve most matters informally without resort to the grievance process. Toward this end, the parties will attempt to

address issues promptly as they arise. Any grievance shall be discussed with the Operations Manager within seven (7) business days of its occurrence or of the date when the employee or the Union first became aware of the circumstances giving rise to the alleged grievance.

Step 2: If not resolved satisfactorily at Step 1, a grievance shall be submitted in writing to the General Manager or their designee by the Union within seven (7) business days after the Step 1 meeting. The grievance shall set forth the alleged facts of the grievance, the specific Article(s) and Section(s) alleged to have been violated, and the remedy that is being sought. Either the General Manager or their designee or the Union shall request a meeting for the purpose of resolving the grievance prior to the Employer's decision. The meeting shall be held within seven (7) business days of being requested and will never exceed two (2) paid employees. Within seven (7) business days of the meeting the Employer shall deliver to the Union a written reply, which shall provide for a decision in the matter and the reason(s) for the decision.

Step 3: If the grievance is not settled to the satisfaction of the Union at Step 2, the Union, within seven (7) business days after receiving the General Manager's or their designee's reply, shall submit the grievance to the District Manager or their designee in writing setting forth the alleged facts of the grievance, which shall also include the specific Article(s) and Section(s) of the Agreement that the Union believes have been violated and the remedy being sought in this matter. Either the District Manager or their designee or the Union shall request a meeting for the purpose of resolving the grievance prior to the Employer's decision. The meeting shall be held within seven (7) business days of being requested. Within seven (7) business days of the meeting, the Employer shall deliver to the Union a written reply to the alleged grievance, which shall provide for a decision in the matter and the reasons for the decision.

Arbitration: If the grievance cannot be satisfactorily adjusted at Step 3, the matter may be referred by the Union for final decision and determination to an impartial arbitrator. A request for arbitration shall be filed in writing with the Federal Mediation and Conciliation Service (FMCS) no later than thirty (30) calendar days following the receipt of the written Step 3 answer. Both the Employer and the Union agree to be bound by the rules and regulations of the FMCS.

Each party to this Agreement shall bear the expenses of preparing and presenting its own case. The fees and the expenses of the Arbitrator, together with any incidental expenses mutually agreed upon in advance, shall be borne equally by the parties.

The decision of the Arbitrator shall be final and binding on both parties. It is understood that the Arbitrator shall have the power to modify on disciplinary cases, but shall not have the ability or power to in any way modify, change, restrict, or extend any of the terms of this Agreement.

Section 3. The time constraints that refer to any step of this procedure may be extended by mutual written agreement of the Employer and the Union. Any reasonable request made before the expiration of the time limit to be extended shall be honored by the Employer and the Union. Failure to file a grievance or to proceed to the next step within the prescribed time limits shall constitute a waiver of all rights to grieve and arbitrate such matters.

Section 4. Grievances concerning disciplinary suspensions or discharges may be submitted at the third step of the grievance procedure. If the grievance is not settled at Step 3, it may be directly submitted to arbitration except as limited in the above paragraph.

Section 5. The Employer shall pay employees at their regular wage rate when they are involved in the grievance discussion and meetings with the Employer, when such meetings take place during their regularly scheduled, normal working hours.

Section 6. Should the grievance not be resolved at the existing step or should there be no response from the Employer within the specified time limits, the grievance may be carried to the next step.

Section 7. To facilitate the efficient and timely administration of this article, Union Representatives may participate in grievance investigations and meetings via telephone, and union stewards will have access to telephones and facsimile machines for the sole purpose of communicating with union representatives regarding a pending grievance. Such access shall be limited to reasonable times so as to properly balance the Company's concern for maintaining efficient operations and the union's ability to address necessary aspects of a pending grievance.

ARTICLE 19 – HOURS OF WORK AND OVERTIME

Section 1. The "workweek" shall consist of a seven (7) day payroll period beginning at midnight Friday and ending at 11:59 pm Thursday. The parties understand and agree that the beginning and end of the workweek may change as a result of changes to the Employer's payroll or timekeeping systems. The Employer will contact the union at least two (2) weeks before any change in the payroll period.

Section 2. All work performed in excess of forty (40) hours per week or eight (8) hours in a day shall be deemed to be overtime and shall be compensated at the rate of one and one-half (1 ½) times the employee's regular hourly rate of pay, or in accordance with the requirements of applicable state law.

Section 3. The Employer has the right to require employees to work overtime as may be necessary to meet operating requirements. In the event overtime is required, the Operations Manager or his designee shall use the volunteer procedures below in the order in which they appear:

a) If any extra hours or overtime are needed in a building, the hours shall first be offered to the most senior qualified bargaining unit employee who is at work within that building.

b) If every employee within the building declines the opportunity, then the Employer may elect to ask volunteers at other buildings beginning with the most senior qualified employee within the classification.

c) If there are no volunteers, or if the Employer elects not to use an employee from another building as outlined in b) above, then the least senior qualified employee within that building will be required to perform the work. If the least senior employee refuses the overtime assignment, the Employer is free to fill the position from any available source. The least senior employee refusing overtime may be subject to discipline.

Section 4. The Employer has the right to require employees to work in the summer months as may be necessary to meet operating requirements. In the event the Employer is seeking employees to work in the summer, the Employer shall use the volunteer procedures below in the order in which they appear:

a) Opportunities to work in the summer shall first be offered to the most senior qualified bargaining unit employee by classification.

b) If there are no volunteers, then the least senior qualified employee within the classification will be required to perform the work. If the least senior employee refuses the assignment, the Employer is free to fill the position from any available source. The least senior employee refusing the assignment may be subject to discipline.

Section 5. The text in this Article shall not establish a guaranteed work schedule, number of days or hours to be worked in a work week, or the hours to be worked in a day.

Section 6. Bargaining unit employees who work four (4) hours or more will be allowed, and are to take, one half (1/2) hour for eating lunch on the Employer's time and on school premises. Employees who work 8 hours will receive an additional fifteen (15) minute paid break. Employees receiving a lunch break will be provided one (1) meal by the Employer each shift.

Section 7. Employees who are assigned to perform the work of an absent employee or to cover a vacant position for a full shift in addition to their own work assignment shall receive an additional two (2) hour pay for each day of such assignment only if directed by the Employer to full fill all the duties of the absent employee or vacant position. This provision shall apply to extra work assignments including, but not limited to, catering, etc.

ARTICLE 20 – WAGES

Section 1. Employees shall receive wages as indicated in Appendix A.

Section 2. An employee who temporarily works in a higher rated job shall receive the higher rated job rate after one (1) hour for the remaining hours working the higher rated job.

Section 3. Wages shall be paid by check, direct deposit or electronic money card, as determined by the Employer, subject to applicable law.

Section 4. Employees shall be paid in accordance with the Employers payroll system. The Employer will notify the union at least thirty (30) days before any change is made.

Section 5. The Employer has the right to establish new job classification(s) and change(s) in an existing job classification that would be appropriately within the bargaining unit. Such changes may be due to, but not limited to, changes in responsibilities and production. The Employer shall give seven (7) calendar days' notice to the Union of any changes in job classifications, which shall include the rate of pay assigned to each classification prior to offering such job classification for posting. The Employer shall meet with the Union to discuss the new or changed job classification. Nothing contained herein shall prevent the Employer from implementing such new or changed job(s). It is agreed to by the parties that the Union has the right to negotiate the effects of any significant changes in job classifications.

ARTICLE 21 – REPORTING PAY

Section 1. Regularly scheduled employees shall be guaranteed a minimum of one-half (½) of their regularly scheduled hours at their applicable rate on a day they are required to report to work, unless the Employer notifies them not to report to work at least one (1) hour in advance by calling them at their last known telephone number provided by the employee to the Employer or by public announcement.

Section 2. Section 1 of this Article shall not apply to an employee's attendance at mandatory meetings held by the Employer for which a session has been scheduled to begin or end within two (2) hours of the employee's scheduled shift. In such cases, employees will be paid for actual time spent at the applicable rate for their regular job classification. Employees will remain on the clock during these times.

ARTICLE 22 – CALL-IN EMERGENCY

Section 1. When an employee is called during the employee's time off to report for a work assignment outside of the employee's scheduled shift, it shall be considered a call-in emergency. However, when an employee is requested to remain late on a day on which the employee has reported for work or when prior to leaving work, an employee has been requested to report for work on a subsequent day at either the employee's regular or non-regular starting time, it shall not be considered a call-in emergency.

Section 2. Payment for time worked on call-in emergency shall not be less than one-half the employee's regularly scheduled hours at the employee's regular pay. Employees shall perform any such tasks as assigned.

ARTICLE 23 – SODEXO 401(k) PLAN

Employees may participate in the Employer's 401(k) plan according to the Terms and Conditions, rules, policies, and eligibilities of that Plan, which may be changed from time to time by the Employer in its sole discretion, without bargaining with the Union. This waiver of bargaining will continue in effect following the expiration of this Agreement, until changed by written agreement of the parties.

ARTICLE 24 – INSURANCE

Section 1. Standard Benefits Plans. The Employer shall make available to eligible hourly employees in the bargaining unit the Standard Benefits Plans generally made available to eligible hourly employees in the state and the division where the unit is located (the "Standard Benefits Plans"), in accordance with and subject to the terms and conditions (including the terms and conditions relating to eligibility of employees to participate) applicable to such plans.

Section 2. Eligibility to Participate. Each employee's eligibility to participate in the Standard Benefits Plans in each insurance plan year shall be determined on the basis of the employee's hours worked or paid (as such hours are defined by the Employer with respect to the eligibility of employees generally to participate in the Standard Benefits Plans) in the fifty-two (52) week period ending on the last day of the first payroll period in the October preceding the commencement of such insurance plan year, or such other date in October of each year as the

Employer's Corporate Benefits Department shall select (for example, the eligibility of employees to participate in the Standard Benefits Plans in 2016 will be determined on the basis of the hours worked or paid in the fifty-two (52) week period commencing October 4, 2014 and ending October 2, 2015). No employee shall fail to be classified as full-time due to time spent on FMLA, Military (USERRA) or Temporary Unit Closing (TUC) leave.

Employees who have been employed for less than one year as of the measurement date shall be classified as full-time or part-time in accordance with the procedures used by the Employer to classify partial-year employees under the Standard Benefits Plans. In no event will an employee's classification or change in classification be effectuated in a manner that violates the Affordable Care Act ("ACA") or other applicable law.

Nothing in this Article shall be construed to alter the definitions of full-time and part-time employees set forth in Article 2 of this Agreement, it being understood, however, that such definitions do not apply to the determination of eligibility to participate in the Standard Benefits Plans, which shall be determined solely in accordance with the terms and conditions applicable to such plans.

Section 3. **Health Plan.** So long as the Employer offers the Standard Benefits Plans in accordance with this Agreement, the Employer shall share with each eligible employee who elects to participate in a Health Plan the cost of the premiums for the plan in which the employee elects to participate, based upon the Employer's "75/25 EE" Rate Sheet.

The Employer shall deduct the net amount of the premium due from the Employee from each paycheck on a pre-tax basis.

Section 4. **Dental and Vision Plans.** Dental and Vision Plans may be offered in accordance with the terms and conditions of the Standard Benefit Plans. The Employer shall deduct the employee's premium from each paycheck on a pre-tax basis.

Section 5. **Life Insurance.** The Employer shall provide Free Basic Life insurance in accordance with the Standard Benefits Plans. If so provided in the Standard Benefits Plans, employees may elect at their own expense to purchase additional life insurance coverage. The terms of coverage and the cost to the employee of such coverage shall be as set forth in the Standard Benefits Plans.

Section 6. **Disability Insurance.** The Employer shall provide Short-Term and Long-Term Disability in accordance with the Standard Benefits Plans.

Section 7. **Premium Changes.** Premiums for benefits may be adjusted by the Employer in accordance with the Employer's policies and practices regarding the Standard Benefits Plans.

Section 8. **Waiver.** By agreeing to participate in the Employer's Standard Benefits Plans, the Union agrees that any dispute, grievance, question or controversy concerning the interpretation or application of the Standard Benefits Plans shall be determined and resolved in accordance with the procedures set forth in the applicable plan documents and shall not be subject to the grievance and arbitration provisions of this Agreement. The Union further agrees that the employer, as Plan Sponsor of the Standard Benefits Plans, has reserved the right to unilaterally amend, modify or terminate the Standard Benefits Plans, in whole or in part, without bargaining with the Union. This section shall continue in effect following the expiration of this Agreement, until expressly terminated or superseded by written agreement of the Employer and

the Union.

Section 9. Employer/Employee Premium Payments While on Temporary Unit Closing (TUC) Leave. During the months that an employee is on Temporary Unit Closing (TUC) leave (that is, the summer months between academic years, Winter Break and Spring Break), the Employer will continue to pay its share of the cost of the premium on behalf of the employee so long as the employee continues to pay his/her share of the cost of the premium. Employees on Temporary Unit Closing (TUC) leave will be required to make arrangements with the Employer in May, prior to the end of the academic year, as to how they will pay their share of the premium during the summer Temporary Unit Closing (TUC) leave period. Employees who fail to timely pay their share of the premium during Temporary Unit Closing (TUC) leave periods will have their group insurance coverage cancelled.

ARTICLE 25 – HOLIDAYS

Section 1.

All non-probationary employees of the bargaining unit, employed prior to the signing date of the 2017 Agreement, shall be entitled to the paid holidays each year, as follows:

New Year's Eve	Labor Day
New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	Day before Thanksgiving
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Juneteenth (summer only)	Christmas Eve
Independence Day (summer only)	Christmas Day

All non-probationary employees of the bargaining unit, employed after the signing date of the 2017 Agreement, shall be entitled to the paid holidays each year, as follows:

New Year's Day
Martin Luther King Day
Memorial Day
Juneteenth (summer only)
Independence Day (summer only)
Labor Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day

Section 2. Payment for holidays shall be based on an individual employee's regularly scheduled hours and regular rate of pay. In the event an employee works on a holiday or on the day the holiday is recognized, the employee shall receive an additional day's pay.

Section 3. Holidays that fall during a vacation period shall be paid on the day the holiday is observed and should be recorded as a holiday and not a vacation day.

Section 4. Employees scheduled off on a holiday must work their scheduled day before and

their scheduled day after the holiday in order to be paid for the holiday, unless they are on jury duty or bereavement leave. Employees scheduled to work on the holiday must work their scheduled day before the holiday, their scheduled day after the holiday, and the holiday itself in order to be paid for the holiday, unless they are on jury duty or bereavement leave.

ARTICLE 26 – VACATION

Only full-time employees are eligible for vacation. For all such full-time employees hired prior to August 2017, vacation eligibility will be based upon the following time worked:

- a) After one (1) complete school year of service, an eligible employee will earn one (1) week of vacation. Earn .625 days per month August – March.
- b) After three (3) complete school years of service, an eligible employee will earn two (2) weeks' vacation. Earn 1.25 days per month August – March.
- c) After ten (10) complete school years of service, an eligible employee will earn three (3) weeks' vacation. Earn 1.87 days per month August – March.

For all full-time employees hired after August 2017, vacation eligibility will be based upon the following time worked:

- a) After two (2) complete school years of service, an eligible employee will earn one (1) week of vacation. Earn .625 days per month August – March
- b) After seven (7) complete years of service, an eligible employee will earn two (2) weeks' vacation. Earn 1.25 days per month August – March.

Vacation time will be accrued starting August 1st through March 31st based on your years of service.

For purposes of vacation eligibility years of service shall be determined from an employee's hire date at Waukegan School District No. 60.

All unused earned vacation is payable at the end of the current school year and will be included in the eligible employee's final pay for that year. Use of earned vacation shall be permitted during the school year with advance approval by management.

Vacation or personal leave shall not be taken on a day immediately before or after a school holiday or during the first and the last week of the school term, except in emergency or under unusual circumstances, such as funeral leave, either of which shall require the approval of the Food Services Director or his/her designee.

In general, vacation days shall be scheduled by August 31 and shall be awarded by seniority. Vacation scheduling after the bidding process month shall be on a first come-first serve basis. Vacation requests must have a two week notice and approval by the Food Service Director or his/her designee. For vacation scheduling purposes, in cases of conflict, priority shall be granted on a seniority basis. Vacation time may only be taken in one (1) day increments, no half (1/2) days.

Requests shall receive a response within 72 hours of submission.

ARTICLE 27 – SICK / PERSONAL LEAVE

Employees, hired prior to the ratification date of the 2017 Agreement, will accumulate eight (8) sick days on or before November 30th of the school year on the following schedule:

- 2 Days – August 30th (total 2 paid sick days available)
- 2 Days – September 30th (total 4 paid sick days available)
- 2 Days – October 30th (total 6 paid sick days available)
- 2 Days – November 30th (total 8 paid sick days available)

Employees, hired after the ratification date of the 2017 Agreement, will accumulate five (5) sick days on or before November 30th of the school year on the following schedule:

- 1 Day – September 30th (total 1 paid sick day available)
- 1 Day – October 30th (total 2 paid sick days available)
- 1 Day – November 30th (total 3 paid sick days available)
- 1 Day – January 31st (total 4 paid sick days available)
- 1 Day – February 28th (total 5 paid sick days available)

Unused sick days will be paid out on the final paycheck of the school year. Employees who are absent from work (excluding vacation time) and who have sick time available will be required to use their sick time. Unexcused absences, tardiness or early departure will trigger progressive discipline and occurrence will trigger progressive attendance.

An occurrence is defined as an absence for one day or consecutive days, a late arrival or an early departure. Early departures will not be considered as an occurrence if the early departure is approved two weeks in advance of the absence and the absence does not occur during food service hours. Occurrences will only be counted after benefit time (accrued sick leave and accrued vacation) has been exhausted.

UNEXCUSED ABSENCE DEFINITION

Any absence that has not been pre-approved in writing by a supervisor or manager. This includes calling in sick within two hours before schedule shift, any instance of tardiness or unapproved early departures. Approved sick leave is calling in sick outside of two hours before scheduled shift. Employee absences after the exhaustion of sick leave or other paid time off will be treated as unexcused.

Sick leave shall be used for illness of the employee's spouse, child or parent or with two weeks prior approval. The Company may request, at the expense of the employee, a note from a physician documenting the illness and the dates of illness, as well as a written release for a physician stating as to the employee's ability to resume normal work duty.

ARTICLE 28 – TRAVEL ALLOWANCE

Any employees who are required to utilize their own vehicle, or are requested to perform work at another location, shall receive a mileage allowance at the rate of the prevailing IRS rate in effect, or be reimbursed the appropriate fee for use of public transportation, if necessary.

ARTICLE 29 – BEREAVEMENT LEAVE

Section 1. This benefit is available for employees who have completed probation prior to the death of a covered family member.

Section 2. In the event of death in the immediate family of an employee, bereavement leave with pay will be permitted for a maximum period of up to five (5) scheduled workdays for the purpose of bereavement and/or attending the funeral and providing for matters incident to the death. Such absences shall be permitted within five scheduled workdays prior to or following the funeral. Employees shall be paid at their regular rate of pay times their regular hours worked.

Section 3. For the purposes of this Article, the term “immediate family” shall be defined as current spouse, current domestic partner, children or step-children, parents or legal guardian, step-parents, brother, sister, grandparents, grandchild, current mother-in-law, and current father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, minor child living in household.

Section 4. In the event of death of an uncle, aunt, sister-in-law, brother-in-law, daughter-in-law, son-in-law, the Employer will allow an employee up to two (2) scheduled workdays without pay for the purpose of bereavement and/or attending the funeral and providing for matters incident to the death. Such absences shall be permitted within five calendar days prior to or following the funeral.

Section 5. The Employer may require documentation in support of any requests for time off under this Article.

Section 6. Additional time off may be granted to an employee, without pay, when travel is required to attend the funeral of those mentioned above.

ARTICLE 30 – JURY DUTY

Section 1. This benefit is available for employees who have completed probation prior to receipt of notice for jury duty.

Section 2. All employees who have been called for jury duty shall be granted leave with pay for a period not to exceed twenty (20) working days in any calendar year. The pay for such leave shall consist of the difference between the employee's regular rate of pay and that of the remuneration received from the court system. Employees shall be paid at their regular rate of pay times their regular hours worked. Proof of such remuneration shall be submitted to the Employer by the employee. Official notification shall be submitted to the Employer prior to such leave being granted. The Employer shall provide leave for jury duty in accordance with all applicable laws.

ARTICLE 31 – BULLETIN BOARDS

Section 1. The Employer shall permit the Union the reasonable use of bulletin boards for the purpose of posting information. Copies of postings shall be provided to the Unit Manager in

advance of posting and shall not be inflammatory, defamatory, or disparaging toward the Employer or the Employer's client(s).

ARTICLE 32 – TEMPORARY TRANSITIONAL DUTY PROGRAM

Section 1. In order to facilitate the return to work of an employee who has suffered an on-the-job injury or illness, the Company may implement a Temporary Transitional Duty program, to provide a temporary, modified work assignment until the employee reaches Maximum Medical Improvement, but in no case longer than ninety (90) calendar days.

Section 2. Prior to offering a Temporary Transitional Duty assignment to an employee, the Company will give the Union three business days' notice of the proposed position and modifications. If the Union objects to the assignment for good cause, the Company will delay implementation of the proposed assignment for up to five additional business days, during which time the parties will meet (in person or by telephone) to review and attempt to resolve the Union's objections. If the parties are unable to agree, the Company may proceed with the implementation of the assignment and the Union may pursue the matter through the grievance and arbitration procedure.

Section 3. No employee shall be disciplined for rejecting a Temporary Transitional Duty assignment. However, the rejection may have an impact on the employee's entitlement to workers' compensation benefits, depending on the applicable state workers' compensation law.

Section 4. Nothing herein shall be deemed to require the Company to offer a Temporary Transitional Duty assignment to any employee. No Temporary Transitional Duty assignment may be extended beyond ninety (90) days. No Temporary Transitional Duty assignment may become permanent without the express written consent of the parties.

Section 5. Nothing herein shall be construed to add to or diminish the obligations of the parties under the Americans with Disabilities Act and/or state or local law relating to accommodation of disabilities.

ARTICLE 33 – ALCOHOL AND DRUG ABUSE POLICY

Section 1. The Employer and the Union recognize that they must endeavor to provide safe and efficient operations for the protection and benefit of the general public, and the Employer's guests and employees. As part of its efforts to achieve this goal, the Employer must require that its work be performed by employees who are not under the influence of illegal drugs or alcohol at work. For purposes of this Agreement, the term "drugs" shall include drugs and alcohol, as appropriate.

Section 2. The parties hereby adopt and incorporate by reference the Drug/Alcohol Test Implementation Guidelines annexed to this Agreement as Appendix B.

ARTICLE 34 – UNIFORMS

Section 1. The Employer shall supply all regularly scheduled employees with the following uniforms, which will be replaced one-for-one on an as-needed basis. The employees must wear other clothing and footwear as determined by the Employer. The specific uniforms to be provided are:

- Five clean uniform shirts

Section 2. If the Employer provides uniforms, then employees will be required to launder and maintain the uniforms.

Section 3. The Employer shall make available replacement shirts, when necessary, by turning in worn out shirts.

Section 4. Employees must wear the uniform as directed by the Employer. On Fridays, employees will be able to wear jeans and school spirit shirts.

Section 5. Safety Shoes: The Employer will provide safety shoes purchased through one on the Employer's approved shoe vendors.

ARTICLE 35 – NO STRIKE/NO LOCKOUT

Section 1. No Strikes or Other Interference. The Union agrees that there will be no strikes (whether general or sympathetic or otherwise), walkouts, stoppages of work, sit-downs or slowdowns, picketing, or any other direct or indirect interference with the activities or operations of the Employer during the life of this Agreement.

Section 2. Lockouts. The Employer agrees not to conduct a lockout during the life of this Agreement.

Section 3. Union's Best Efforts. The Union agrees that, in the event of any violation of Section 1 of this Article, the Union will use its best efforts to cause such violation to cease and to cause work to fully resume.

Section 4. Remedies. The Employer may impose any disciplinary action, including discharge, upon any or all employees involved in a violation of Section 1 of this Article. Any discipline under this Article shall be subject to the grievance and arbitration procedures of this Agreement, but only as to the question of whether or not the employee engaged in the activity.

ARTICLE 36 – SUCCESSORS

This Agreement shall be binding upon the parties, their successors, and assigns. In the event the Employer's facilities are sold or assigned, the Employer shall notify the Union in writing and give notice to the purchaser or assignee of the existence of, and operations covered by, this Agreement.

ARTICLE 37 – SAVINGS CLAUSE

If any provision of this Agreement is subsequently rendered by legislative or administrative action or declared by any court of competent jurisdiction to be unlawful, unenforceable or not in accordance with applicable law, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, and the parties agree immediately to negotiate for the invalidated portion thereof.

ARTICLE 38 – TOTAL AGREEMENT

Section 1. It is understood and agreed that this Agreement includes and constitutes the sole and entire Agreement between the parties regarding all subjects or matters related to collective bargaining. This Agreement supersedes all prior agreements, understandings, and practices, oral or written, express or implied, between the parties, and shall not be changed or modified unless such change or modification is agreed to by both parties in writing.

Section 2. The parties acknowledge and agree that during the negotiations that resulted in this Agreement, each had the full right and opportunity to make demands and proposals regarding any subject or matter related to collective bargaining and that demands or proposals that were or could have been made but were not achieved are considered disposed of without Agreement.

ARTICLE 39 – DURATION OF AGREEMENT

Section 1. This Agreement shall be in full force and effect as of February 18, 2024, and shall be in effect up to and including July 31, 2028. If either party desires to negotiate changes in this Agreement to take effect upon its termination, the party shall give reasonable notice of such intent.

Section 2. If the Agreement terminates in accordance with Section 1 of this Article before the parties reach agreement on the terms of a successor collective bargaining agreement, there shall be a “Cooling-Off Period” during which neither party may engage in strikes, lockout, picketing, unilateral changes in the Agreement, or other economic actions. This Agreement shall be extended for the duration of the Cooling-Off Period. During the Cooling-Off Period, the Employer and the Union will make every reasonable effort to negotiate and agree upon a successor collective bargaining agreement. The Cooling-Off Period shall be for a minimum of sixty (60) days, unless extended by mutual agreement of the parties. Economic improvements contained in a successor agreement that become effective upon the effective date of the successor agreement shall be retroactive to the expiration date of this Agreement, unless the parties otherwise mutually agree.

IN WITNESS WHEREOF, SDH Education West, LLC., a subsidiary of Sodexo Inc., at Waukegan School District No. 60, Lake County Illinois, and SEIU Local 73, have caused this Agreement to be signed by their duly authorized representatives as of this 12th day of March, 2024.

**SDH EDUCATION WEST, LLC.,
A SUBSIDIARY OF SODEXO INC.,
AT WAUKEGAN SCHOOL DISTRICT NO. 60
LAKE COUNTY, ILLINOIS**

SEIU LOCAL 73

DocuSigned by:
Traci Wolff - 70313135
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Traci Wolff
Director, Labor Relations

Natalie Richter

Natalie Richter
General Manager

Chris Gargiulo

Chris Gargiulo
District Manager

Shea Marshall

Shea Marshall
Director, State Division

Dian Palmer

Dian Palmer, President
JOSEPH RICHERT
SECRETARY - TREASURER

APPENDIX A (WAGES)

Section 1. The starting rates shall be as follows:

Classification	Current	7/1/2024	7/1/2025	7/1/2026	7/1/2027
Cook 1	\$ 16.00	\$ 16.50	\$ 16.75	\$ 17.00	\$ 17.25
Food Service Worker	\$ 14.04	\$ 15.00	\$ 15.25	\$ 15.50	\$ 15.75
Driver	\$ 15.40	\$ 16.00	\$ 16.25	\$ 16.50	\$ 16.75
Lead Elementary	\$ 15.40	\$ 15.90	\$ 16.15	\$ 16.40	\$ 16.65
Lead Middle	\$ 16.50	\$ 17.00	\$ 17.25	\$ 17.50	\$ 17.75
Lead High School	\$ 17.50	\$ 18.00	\$ 18.25	\$ 18.50	\$ 18.75

Section 2: General Wage Increase**

Employees who are at or above the starting rates shall receive the following General Wage Increase:

Effective July 1, 2024	7.0%
Effective July 1, 2025	4.0%
Effective July 1, 2026	2.5%
Effective July 1, 2027	2.0%

**All wage rates and increases will be effective with the start of the payroll period after the dates stated below.

APPENDIX “B” (Drug/Alcohol Test Implementation Guidelines)

Sodexo, Inc.

Drug/Alcohol Test Implementation Guidelines

POST-ACCIDENT SUBSTANCE ABUSE TESTING

A. Circumstances When Testing Will Be Required

As permitted by law, Sodexo will conduct drug and/or alcohol testing following on-the-job accidents, as defined in Section C, below, in accordance with the procedures set forth in this Article.

These procedures are designed not only to detect use of drugs or alcohol but also to ensure fairness to each Employee. Every effort will be made to maintain the dignity of Employees involved.

Employees governed by client-specific requirements must comply with those client requirements in addition to the requirements herein, if not in conflict with client requirements.

B. Prohibited Substances:

1. **Prohibited Drugs:** Unless limited by applicable state law, testing will be conducted for the presence of the following substances or their metabolites:

*ALCOHOL

*AMPHETAMINES (Including MDMA)

*COCAINE

*MARIJUANA

*OPIATE METABOLITES

*PHENCYCLIDINE (PCP)

*6-monoacetylmorphine (6-MAM; a heroin-specific metabolite)

*Additional substances may be added as evidence of use dictates.

Detection levels requiring a determination of a positive result shall, where applicable, be under accepted scientific standards in accordance with the recommendations established by the Substance Abuse and Mental Health Services Administration (SAMHSA; formerly “NIDA”) as adopted by the federal Department of Transportation (DOT).

2. **Alcohol:** A positive alcohol test is any result reported at or above 0.04.

C. Post-Accident Testing:

An Employee Accident is defined as an unplanned event which results in a work-related injury or illness which requires outside medical treatment and cost.

For any Employee who is involved in an Employee Accident, Sodexo will conduct drug and alcohol testing.

All Employee Accidents must be reported to the Sodexo unit manager or other designated person or manager within one hour of the event – unless there are circumstances that make reporting within 1 hour impractical or impossible – but no later than three hours of the event. Post-Accident drug and alcohol testing should occur as soon as is practical but not later than 32 hours after the occurrence of an event meeting the above criteria. Employees must report for testing within thirty-two (32) hours. If an Employee fails to do so, it will be deemed refusal to test, absent a reasonable explanation.

D. Collection of Samples/Lab Analysis:

1. **Specimen Collection:** All specimen collection for drugs and alcohol will be performed in accordance with generally accepted scientific methods. Sodexo will use chain-of-custody procedures.
2. **Specimen Analysis:** Test methods permitted by state law shall be utilized. For confirmation purposes of any test screened "non-negative," Sodexo will retain only a laboratory certified by the Substance Abuse and Mental Health Services Administration (SAMHSA). The laboratory will be required to maintain strict compliance with federally approved chain-of-custody procedures, quality control, maintenance and scientific analytical methodologies.
3. **Split-sample Analysis:** The Employee may request that a confirmation test on the specimen be conducted. That request must be made in writing within three business days after being notified of the positive test result. The analysis of the split sample shall be obtained from a separate, unrelated certified laboratory chosen by the Employee and shall be at the Employee's expense.

If the split sample analysis fails to re-confirm the presence of the prohibited substance found in the original sample then both tests shall be noted as a negative and no disciplinary action taken.

E. Alcohol Testing Procedures:

All alcohol tests will be conducted in strict compliance with the rules adopted by federal and state guidelines and in accordance with the best practice in the applicable scientific community.

F. Review and Notice of Rights:

Sodexo's contracted Medical Review Officer will contact any Employee testing positive for the presence of a prohibited substance. The Employee will be allowed to present medical documentation to explain any permissible use of a drug. All such discussions between the Employee and the MRO will be confidential. Sodexo will not be a party to or have access to matters discussed between the Employee and the MRO, except to respond to a claim made in a grievance, arbitration, lawsuit or administrative charge. Until the Employee contacts the MRO or a reasonable time has lapsed after the Employee was asked to contact the MRO, Sodexo will not be advised of the test result.

If legitimate, medically supported reasons exist to explain the positive result, the MRO will report the test result to Sodexo as a negative. If there is no legitimate, medically supportable reason for the positive test result, the MRO will report the test result as a positive. Sodexo will then notify the Employee of the positive result, the substance(s) detected and the Employee's right to a split-sample analysis.

There will be no medical review of a positive test for alcohol or a positive test of a split specimen. No medical explanation for alcohol in an Employee's system will be accepted. If, during the course of an interview with an Employee who has tested positive, the MRO learns of a medical condition, or medication for a medical condition, which could, in the MRO's reasonable medical judgment, pose a risk to safety, the MRO may report that information to Sodexo.

If the result is reported to Sodexo as positive by the MRO, Sodexo will notify the Employee in writing of the following:

1. The result of the test;
2. The Employee's right to have a split sample analyzed;
3. The Employee's right to choose the laboratory to analyze the split sample;
4. The Employee's right to take up to three business days after the date of written notice to decide whether to have the split analyzed;
5. The Employee's responsibility to pay for the split sample analysis.

G. Consequences:

Any Employee who refuses to submit to the testing process or who tests positive for any prohibited substance will be terminated.

Any employee suspected of unnecessarily delaying the test process, attempting to adulterate or substitute a sample or refusing to fully cooperate in the test process will be considered to have

refused to submit to testing.

In addition, a positive test, or the refusal to submit to a test, may result in a denial or loss of workers compensation benefits under state law. (This information is provided for informational purposes only, it being understood that neither the Union nor the Employer controls the grant or denial of workers' compensation benefits.)

H. Confidentiality:

Unless otherwise limited by law, information and records relating to testing, test results, drug or alcohol dependencies, medical restrictions, and legitimate medical explanations provided to the medical facility, the MRO, or Sodexo's designated Human Resources Manager as part of Sodexo's drug and alcohol testing program, shall be kept confidential and maintained in medical files separate from Employees' personnel files. Such information shall be the property of Sodexo and may be disclosed to Human Resources, the MRO, and to Sodexo managers and supervisors on a need-to-know basis. Such information also may be disclosed where relevant to a grievance, charge, claim, lawsuit, or other legal proceeding initiated by or on behalf of an employee or prospective employee.

I. Employee Assistance:

Employees with personal alcohol and drug abuse problems should request confidential assistance through local support agencies or, if applicable, Sodexo's health insurance program or Sodexo's Lifeworks program, (888) 267-8126. Employees who undergo voluntary counseling or treatment, and who continue to work, must meet all established standards of conduct and job performance including these Guidelines. While the mere voluntary request for assistance with an alcohol or drug abuse problem will not result in any constructive counseling, such requests will not prevent disciplinary action for violation of Sodexo's Drug and Alcohol Use Policy and will not prevent termination for a positive result.