

**CONTRACT AGREEMENT**

**SEIU LOCAL 73**

**FOOD SERVICE EMPLOYEES**

**and**

**SCHOOL DISTRICT U-46**

**JULY 1, 2024- JUNE 30, 2027**





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## **Scope of the Agreement**

The collective bargaining agreement (Agreement) is entered into by and between the Board of Education of School District U-46, Elgin, Illinois, (District or Employer) and Service Employees International Union Local No. 73 as of July 1, 2024.

## **Preamble**

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

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

## **Management Rights**

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

## **Article 1: Bargaining Unit**

### **Section 1: Food Service Positions**

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

The Cafeteria Relief and Cook II job titles will be eliminated through attrition.

## Section 2: Dues Deductions

Upon confirmation by the Union that a new employee covered by this agreement has authorized checkoff dues, assessments, or fees, the Employer shall deduct such dues, assessments, and fees from wages owed to that employee. Employees seeking information to withdraw membership will be referred to the Union. The Union will inform HR of the employees' decision to revoke consent for payroll to deduct dues. The district shall refer candidates inquiring about Union membership to the U-46 bargaining unit website.

## Section 3: Dues Deductions Liability

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

## Article 2: Seniority

### Section 1: Definitions

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

- a. Seniority shall begin upon the completion of the 60 working-day probation period and shall revert to the last date of hire. Employees ending the school year during their probationary period shall return on the first day of their day count calendar and continue the probationary period. Seniority shall only be broken by discharge for just cause or voluntary resignation.
- b. At the manager's discretion and approval of the Director of Food & Nutrition Services or their designee, an employee's probationary period may be extended by an additional 20 working days.
- c. Where, and only as, expressly so stated in an applicable section of this Agreement, seniority will be used as a basis for increasing or decreasing the workforce, promotions, and transfers, taking into consideration qualifications, prior discipline, evaluations, documented performance, and/or attendance concerns, responses thereto and other specified

factors as described in this Agreement, the applicable job description and/or posting.

- d. Employees shall be offered opportunities to fill any vacancy in a bargaining unit position, which includes a newly created position and lateral transfers that may occur. A lateral transfer is a transfer from the employee's current position and classification to another position in the same classification.
  - i. When a vacancy occurs, or a new position is created, the position will be posted electronically for all members on the District's website. Additionally, the District will send out emails to all Food & Nutrition Services staff listing the classification location and number of hours. Employees who submit an application within the five day window period shall be guaranteed an interview.
  - ii. Applicants must be qualified, based on qualifications identified in the applicable job description and posting, evaluations, prior discipline, documented performance and/or attendance concerns and responses thereto. If applicants are equally qualified, after taking into consideration the foregoing factors, the employee

with the highest department seniority shall be appointed.

- iii. Only actively working employees shall be eligible to bid for a vacant position(s). If an employee is on a leave of absence, FMLA, worker's compensation, or other approved leave at the time the position is to be filled, that employee will not be eligible to bid or move into the vacant position.
- e. Employees may apply to a vacancy that has a lower starting pay than their current position. When applying to such positions, applicants will be evaluated in accordance with Article 2, Seniority, subsection 1 (c). If an employee is accepted into a position with a lower starting pay, then the employee's current pay will be reduced as follows:
  - 2 years or less of current classification: reduction by 12%
  - 2- 5 years of current classification: reduction by 10%
  - 5 years+ of current classification: reduction by 6%

Should the above increments result in the employee's pay being lower than the starting pay of the position they are accepted into, their pay shall default to the starting pay of the position as outlined in Article 39, Section 1.

- f. If an employee applies for and is selected for a promotion that changes their classification, the employee will immediately go up to the starting wage of that new position or add 2% to their current wage, whichever is greater. That employee will also be eligible for the additional raise at the beginning of the following year when employees would regularly receive their contractual increases.
- g. Reduction in Force and Recall: The Board shall give written notice to the Union of its intention to initiate a Reduction in Force ("RIF") at least 10 calendar days in advance of formal action by the Board to effect the RIF. The notice to the Union shall include the names and classifications of the employees to be RIFed, along with an updated seniority list. Employees shall be provided a notice of the RIF in accordance with the requirements of the applicable provisions of the Illinois School Code (currently 10-23.5, 30 calendar days before the honorable dismissal takes effect) with honorable dismissal according to District seniority- least senior first- within the applicable classification; provided, however, all probationary employees (other than transfer employees on probation under Section 1.c. above) in the applicable classification shall first be dismissed followed by employees who

volunteer, in writing within 10 weekdays of the Board's public action on the RIF, to be RIFed.

- i. RIFed employees will have recall rights in accordance with the applicable provisions of the Illinois School Code (currently Section 10-23.5, with recall by classification in reverse order of dismissal for one calendar year from the start of the school term following the RIF).
- ii. In the event the District decides to transfer employees as a result of the RIF or reduction in hours, the transfer will first be on a voluntary basis, starting with the most senior employee by District seniority, continuing through the District seniority list until completed. If there are insufficient volunteers, the remaining positions shall be filled by involuntary transfer of the least senior employee within the classification first. Transfer rights as prescribed in Section 1.c. above shall be waived for this transfer process.
- iii. In the event that an employee(s) is involuntarily displaced due to a RIF, that employee(s) will have a one-time option to return to their former work location before Article 2, Seniority, Section 1.c. is implemented, provided



- there is a vacancy in such a position.  
This one-time option will expire in one year after involuntary displacement.
- iv. The Union and the District will meet prior to the RIF and the transfer process to review the seniority list on which RIF and transfer decisions will be made.
  - v. Employees who are in a higher classification and have been selected for a reduction in force may bump an employee with less District seniority into a lower classification, provided that the senior employee is qualified to perform the duties of the less senior employee.
  - h. Emergency call back will be authorized by the Food & Nutrition Services Administration.
  - i. Stewards and/or committee members are to sit in as an observer on internal candidate job interviews and transfers. The District will make an attempt to work around the stewards' availability, with the understanding that applicant and manager availability are prioritized.
  - j. Substitutes who have worked in that capacity for three consecutive years and transfer to a permanent Food Service position will have a 30 working day probationary period.
  - k. An employee can request a temporary change in their work hours for extenuating

circumstances for a reasonable period of time. Employees must provide as much notice as possible and receive approval from the Food & Nutrition Services Administration. Food & Nutrition Services Administration reserves the right to consider on a case by case basis. The District's decision is not subject to the grievance procedure under Article 25, Grievance Procedure.

- l. In cases of leaves granted pursuant to Article 10, Personal Business Leave, of this Agreement, seniority as defined herein shall not be broken but shall be bridged. Seniority bridged in this manner shall not accrue during such leave, unless otherwise required by law.
- m. Job descriptions shall be made available electronically via the District website and during each employee's annual evaluation. If any changes are made to a job description, a copy of the updated document will be provided to each employee during the time of the annual evaluation period.
- n. In the event of a school closure, a minimum of one year's notice will be provided to all bargaining unit members. Employees impacted by said school closure who do not obtain a position of equal or higher pay prior to the start of the new school year will maintain their prior position rate of pay for the first 60 days of the year after the school closure occurs. After 60

school days, the employee's rate of pay shall be reduced as outlined in Article 2, Seniority, section 1, subsection e.

## Section 2: Probationary Food & Nutrition Employees

- a. Probationary employees can be defined as staff who are new to Food & Nutrition Services or who have transferred internally between two positions within Food & Nutrition Services. The probationary period lasts for 60 working days for external hires and 30 working days for internal employees.
- b. New staff to Food & Nutrition Services will be required to attend the Food & Nutrition Services New Hire Orientation Meeting as part of their onboarding. Food & Nutrition Services New Hire Orientation is scheduled monthly, and new staff will be assigned to the date closest to their start date.
- c. Staff who have transferred internally within Food & Nutrition Services into a new position will not be required to attend New Hire Orientation, but will be subject to a 30 working day performance review. The attendance guidelines for probationary period employees as outlined in Article 2, Seniority, Section 2, subsection e may apply to internal transfers on

an individual basis at the discretion of Food & Nutrition Services Administration.

- d. All new hire probationary employees undergo a 60 working day probationary period, which will result in three documented performance reviews: 20 days, 40 days, and 60 days. The performance reviews will provide new staff members with the opportunity to review training, job performance, and provide the manager with coaching opportunities. These reviews will be shared with the Director of Food & Nutrition Services or their designee. Only annual reviews will be formally documented and submitted through the online appraisal portal. Depending on the probationary period calendar, one of the probationary reviews may be considered as the annual review.
- e. During the probationary period, the following attendance guidelines will be followed:
  - i. Within the first 20 days: one missed day will result in a written final warning. The second missed day within the first 20 days will result in terminated employment.
  - ii. Within the first 40 days: If the second missed day is between day 21-40 the employee will be given an additional written warning. If an additional missed day occurs for a total of three days, employment will be terminated.

- iii. Within the final 60 days: If the third missed day is between day 41- 60, the employee will be given an additional written warning. If an additional missed day occurs for a total of four days, employment will be terminated.
- f. After the probationary period has ended, all Food & Nutrition Services staff will adhere to the attendance policy outlined in Articles 8 and 9, Absenteeism and Tardy Policy, respectively, and the Food & Nutrition Services Employee Handbook.
- g. In accordance with the SEIU Contract, all probationary employees are required to comply with the department's uniform policy on their first day of employment. Reimbursement for shoe and uniform allowance will be approved annually by October 31st.

## **Article 3: Hours and Location Information**

### **Section 1: Work Schedule**

Daily work schedules and locations for Food & Nutrition Services employees shall be determined by the Director of Food & Nutrition Services or their designee. These hours shall be based upon the needs of the schools, and shall be uniform unless otherwise determined by the

Director of Food & Nutrition Services or their designee. The work week shall be Monday through Friday, five consecutive days and shall be uniform.

If Food & Nutrition Services Administration requests a change of scheduled shift times within a building, the change of hours will be offered by seniority in the classification at that work location. If no one in the classification accepts the new scheduled change of hours, the least senior employee of that classification will be assigned the changed schedule. The schedule change at that building will not be fewer hours than previously assigned by transfer. The change of hours will not be solely for the purpose of reducing overtime in accordance to Article 20, Overtime.

If Food & Nutrition Administration requests a temporary change (no more than one year) in a work location, they first shall seek volunteers.

## Section 2: Work Hours

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

bargaining unit employees in the same building are immediately available.

### Section 3: Notification of Absence

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

### Section 4: Professional Development

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

## Section 5: Special Events

Employees will be assigned to work beyond normal employment per day in preparation for service at special events, in accordance with bargaining unit seniority in the classification and building affected, and will be compensated in accordance with the provisions of Article 20, Section 2 below.

## Section 6: Testing Days

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

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

## Section 7: Summer School

Summer school work shall be offered first to employees in the affected buildings and if there is an insufficient



number of applicants, the work shall then be offered to employees outside the affected buildings based on seniority after taking into consideration the factors identified in Article 2, Seniority, Section 1c. The rate of pay will be the current rate or the starting rate of the position, whichever is higher. If a Cook applies for a lesser position, their pay will be determined as such: The percentage difference between their current rate and starting rate of the current position will be applied to the starting rate of the lower position.

Any bargaining unit member who wishes to sign up for work during the summer shall have no guarantee that they will be called and shall remain on that list for the summer.

Any bargaining unit member who fails to show up for summer work upon being scheduled or is absent more than two days during the work period after being scheduled shall be removed from the summer schedule for the remainder of the summer program and shall not be eligible for summer work for the following year at the discretion of Food & Nutrition Services Administration.

## Section 8: School Closures

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

## Section 9: Floaters

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

## Section 10: Special Assignment

In the event that the district determines that it is in need of a special assignment for Food Service issues, it shall offer that special assignment to member(s) of the unit, taking into consideration the applicable job descriptions and postings, evaluations prior discipline, documented performance and/or attendance concerns and responses there too in the event of a tie, seniority shall prevail.

The rate of pay for the special assignment shall be \$1.30 more per hour than the member's current rate of pay but in no less than one hour. After the completion of

the assignment, the member shall return to his or her position at his or her previous current rate of pay. The District reserves the right to determine what, if any, special assignments will be created, along with the duration and qualifications needed for the special assignment. The special assignment shall not apply to employees requesting reassignment as outlined in Article 21.

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

## Section 11: Full-time Employees

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

## Section 12: Mileage for Floaters

Food Service Floaters are entitled to claim mileage on days when the location they report to is more miles than the drive between their home and 355 E. Chicago Street, Elgin, IL. Employees reporting to two different locations on the same day are entitled to claim mileage when traveling to a second location and will stay on the clock. All employees are responsible for completing and submitting their own mileage form at the end of the month.

## Section 13: Reduction in Hours

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

## **Article 4: Health Insurance**

### **Section 1: Eligibility**

All members of the bargaining unit as of June 30, 2024, who work six hours per day or more and 30 hours per week or more and six months of the year will be included in the health insurance program underwritten by the Board of Education. The Board and Union understand that plan design and the monitoring of comprehensive insurance plans will be the responsibility of the District Insurance Committee, of which the Union is a charter member. The District Insurance Committee will see that appeal procedures are in place with providers for matters of planning benefit interpretation and, therefore, such matters will not be subject to the grievance procedure contained within this Agreement.

### **Section 2: Health Care Committee**

Each eligible employee will be able to choose from the available plans offered by the Board. The Board and SEIU understand that plan design and the monitoring of the comprehensive healthcare benefits program will be the responsibility of the District Health Care Committee, of which the Union is a charter member. As outlined in the Health Care Committee Charter, there shall be a standing committee known as The District Health Care Committee, comprised of five administrative members,

five ETA members, five region 63 members, one SEIU member, and one support staff member, with the authority and responsibilities described in this charter. The committee is established to monitor, advise, evaluate, and make recommendations, including changes, concerning the Healthcare Plan to the Board of Education. The District Healthcare Committee will see that appeal procedures are in place with providers for matters of the plan and benefit interpretation, and, therefore, such matters will not be subject to the grievance procedure contained in this agreement.

### **Section 3: Employee Contribution**

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

## **Article 5: Holiday Pay**

### **Section 1: Paid Holidays**

All Food Service employees shall be paid for the following holidays: Labor Day, Columbus Day/

Indigenous People's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Day, Martin Luther King Jr.'s Birthday, February Holiday\*, and Spring Holiday\*\*. Memorial Day will be a paid holiday only if part of the student attendance calendar. Juneteenth will be a paid holiday for summer staff when it falls within the student summer calendar.

## Section 2: Holiday Pay Eligibility

Any employee absent or fails to work their full shift on the scheduled day before or after a holiday will not receive pay for the holiday unless excused by Food & Nutrition Services Administration. Doctor's notes may be provided for absences on the scheduled day before or after a holiday, but receiving the holiday pay is subject to the approval of Food & Nutrition Services Administration.

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

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

## Article 6: Bereavement Leave

All employees will receive up to three bereavement days with pay per year in cases of death and the immediate family. The immediate family shall be

defined as parent, spouse, brother, sister, children, grandparents, grandchildren, comparable in-laws, step family members and those over whom the employee has legal guardianship or relatives of the employees immediate household.

## **Article 7: Sick Leave**

### **Section 1: Annual Sick Day Allotment**

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

### **Section 2: Disability Benefits**

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



### Section 3: Sick Days and Holidays

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

### Section 4: Consecutive Sick Days

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

## **Article 8: Absenteeism**

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

Employees are responsible for the appropriate use of sick leave. Inappropriate use may occur when an employee uses sick leave for unauthorized purposes or misrepresents the legitimate reason for the absence. Abuse and inappropriate use of sick time may occur when an employee establishes a pattern of sick leave without approved documentation. Pursuant to progressive discipline, an employee will receive a verbal warning at the time a pattern has been established

unless appropriate use can be shown. The verbal warning shall put on notice that an absence following the same pattern may require written documentation by a licensed healthcare provider. The written documentation must provide the date the employee was treated or other written documentation the District deems acceptable. Examples of abuse and inappropriate use may include but are not limited to:

- No call, no shows
- Taking time off after being denied
- Calling out on the day before and/or after a holiday
- Excessive use of or pattern of unpaid sick time once annual allotment is exhausted, subject to review by Food & Nutrition Services Administration
- Calling out on same, first, or last day of the week or payday
- Use of sick time on institute days

No call no shows are defined as when an employee fails to report to work without properly notifying their manager within a half hour of their start time. Consecutive no call no shows shall be counted as individual infractions.

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

pay and may move to termination for a second flagrant or pattern offense.

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

The sequence of progressive discipline related to absenteeism is to be followed as outlined in Article 22, Progressive Discipline.

Absences from summer work will not be included in the progressive discipline process set forth above for abuse for sick leave.

## **Article 9: Tardiness Policy**

As stated in the employee handbook, staff are required to clock in on time ready to work. This is defined as: in complete uniform, hands washed, hair in hair restraints, and working at/in their assigned station. Employees will be considered late if they are not at their assigned workstation within three minutes of their scheduled

start time. After three tardies, subsequent tardies will be subject to progressive discipline.

In the event that you are going to be late, it is your responsibility to contact your manager as soon as possible.

## **Article 10: Personal Business Leave**

### **Section 1: Personal Days**

- a. All full-time Food Service employees shall have three paid personal days per year. All part-time Food Service employees shall have two paid personal days per year. Personal business days may be used for any purpose.
- b. Each employee must notify their immediate supervisor of a personal leave request at least 48 hours prior to the day requested or as soon as possible in an emergency. Paid days not used will be added to sick leave if the employee qualifies for sick leave.
- c. Personal leave days cannot be used in conjunction with a holiday unless approved by the Director of Food & Nutrition Services or their designee.
- d. Personal leave cannot be used while an employee is on sick leave.

## **Article 11: Blackout Days**

The Board shall approve the school calendar on an annual basis. Food & Nutrition Services Administration will provide a blackout calendar to all bargaining unit employees by April 30th of each year for the following school year. It will list all professional development days and all blackout days. Blackout days are defined as the first five days of the day count calendar, the day before and after holidays and/or recesses, and the last two days of the school year. Exceptions apply to the day before the following holidays: Columbus Day/ Indigenous People's Day, Martin Luther King Jr. Day, and President's Day or Lincoln's Birthday. Employees must receive approval from Food & Nutrition Services Administration to take days off during blackout days.

Missing blackout days are subject to progressive discipline.

## **Article 12: Leaves of Absences**

### **Section 1: Personal Leaves**

- a. Upon request of a non-probationary employee, the Board may grant unpaid leave of absence for up to one year.
- b. Applications are to be submitted to the Director of Food & Nutrition Services and Human

Resources 14 days prior to the date on which the leave is to begin.

- c. The employee will be given the opportunity to continue insurance coverage as set forth in this agreement during leave of absence but will be required to pay all premiums connected with this coverage. All premiums must be paid in advance of the month due.
- d. The employee shall submit written confirmation of his/her intent to return from leave 14 days prior to the end of the leave. Upon return, the employees shall be returned to his/her former position if the position still exists or to a mutually agreed upon position provided that any employee who, upon his or her return from leave, accepts the position other than his/her former position shall have preference over all other candidates in the event of his/her former position becomes vacant within one year after his/her return from leave.

## Section 2: Medical Leaves

- a. A leave of absence without pay for up to one year, inclusive of sick leave, will be granted for temporary disability. Disability means the employees inability by reason of any medically determinable physical or mental impairment due to injury or illness, to perform the duties of his/her occupation.

- b. Applications with a supporting doctor statement are to be submitted to Human Resources.
- c. The employee will be given the opportunity to continue insurance coverage as set forth in this Agreement during the leave of absence but will be required to pay all premiums connected with this coverage. All premiums must be paid in advance of the month due.
- d. The employee must submit written confirmation of his or her intent to return from leave no less than one week prior to the end of leave. Such time requirement may be waived by Human Resources. Upon return, the employee shall be returned to his/her former position, if the position exists, or to a position assigned by the Director of Food & Nutrition Services or their designee at the same amount of hours regularly scheduled before the leave, provided that the employee shall have preference over all other candidates in the event that his or her former position becomes vacant within one year after his/her return from leave.

### Section 3: Family and Medical Leaves

Certain of the above leaves are covered by the Family and Medical Leave Act of 1993 (FMLA) and will be available as such to all full-time bargaining unit members who qualify under the Act and District policy.

Such leaves will provide the employee with up to 12 weeks of continued insurance coverage in any 12-month period. Procedures for intermittent or reduced leave, notice requirements, medical certification, effect on benefits, job protection, forms to be submitted shall be according to District policy.

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

### **Article 13: Meal/ Rest Period**

Breaks and lunches shall not interfere with the operational needs of the department and/or location.

Breaks and lunches will be allocated for a combined total based on hours of work as follows:

7.0+ hours: 40 minutes

6.0- 6.75 hours: 30 minutes

4.0- 5.75 hours: 15 minutes

The 20- 30 paid lunch must be taken no later than 5 hours after the start of the employee's shift. Secondary and Commissary manager(s) will assign the appropriate



break and lunch periods. If applicable, no later than the second Friday of the school year, Elementary Leads and Assistant Leads must provide their manager with their break and/or lunch schedule that best accommodates the needs of their location. Employees may take one regular menu lunch as long as it does not conflict with operational needs.

## **Article 14: Uniforms and Shoes**

### **Section 1: Uniform Shirts and Pants**

All Food Service employees will be provided three shirts each school year. All Food Service employees will receive a maximum reimbursement of \$125 for the purchase of black, dark gray, or navy blue pants (no denim). One hat will be offered to each employee at the time of uniform order submissions. These uniforms must be worn at all times while at work. The Material Expeditor shall be provided, no less than after every second school year, with a winter jacket and alternate years a vest, and each year, gloves and a knit cap. Uniforms must be laundered and otherwise maintained by the employees. In the event that an employee cannot wear the uniforms provided due to medical restrictions, that employee will provide the district with medical certification. All uniforms needed for medical reasons will be supplied by the district.

## Section 2: Uniform Shoes

All Food Service employees will receive a maximum reimbursement of \$100 for the purchase of leather non-skid shoes.

## Section 3: Uniform Reimbursement

Pants and shoes must be visually approved by the respective manager prior to submitting for reimbursement. Employees are responsible for submitting their reimbursements to the electronic reimbursement system. All reimbursement requests must be submitted by October 31st or after the completion of a new hires probationary period.

## Section 4: Uniform Committee

The Union shall choose three bargaining unit members to serve on the uniform committee to meet with two District designated Food Service Administrators at least once per year to discuss the selection of uniforms. The Union must provide the names of the three bargaining unit members serving on the committee by January 31st, annually. The committee will make the final recommendation to the Director if the majority agrees. If there's no agreement, the Director will make the final determination.

## **Article 15: Worker's Compensation**

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

## **Article 16: Retirement Fund/ Early Retirement Incentive**

### **Section 1: IMRF Contribution**

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

## Section 2: Retirement Incentive

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

- a. An SEIU bargaining unit member will be eligible for this program if he/she is at least 55 years of age and has at least 15 years of service credit in the District, and is eligible to retire under the provisions of the Illinois Municipal Retirement Fund.
- b. To be eligible for participation, the employee must make a written irrevocable application at least one year prior to retirement.
- c. A one-time bonus will be paid over the last four months of employment. The bonus will be in an amount that is sufficient to increase the employee's IMRF reported earnings in the final 12 months of employment by exactly 6.0% over the employee's IMRF reported earnings in the immediately preceding 12 months, so long as such amount does not cause the Board to be subject to accelerated payments to IMRF under Section 7-172(k) of the Illinois Pension Code or other applicable law.
- d. The employee may revoke his/her election to retire in case of death of a spouse or total disability. If an employee revokes his/her intention to retire, all monies paid as an incentive must be repaid.

## **Article 17: Physical Examination**

At the time of employment, new employees will be required to provide proof of physical fitness and freedom from communicable diseases within the timeframe specified by Human Resources. The examination is at the expense of the employee. Periodic physical examinations may be requested by the State and/or Board of Education, and will be paid for by the Board.

## **Article 18: Employee Intent to Leave**

At least two weeks' notice of intention to leave is required of all employees provided, however, where it is not possible to give such notice, employees shall be given the opportunity to demonstrate such cause for failure to provide the required notice to the district. Those failing to either provide two weeks' notice or to show cause for such failure shall forfeit benefits and will be required to repay the District for any amounts received by the employee during the affected school year for uniforms and shoes under Article 14, Uniforms and Shoes, above.

- a. All uniforms must be returned on the final day of employment, or the employee will be charged for them on a pro-rata basis unless the employee provided a two-week notice of intent to leave. If proper notice is provided, the

employee will not be charged for the uniforms provided by the District.

- b. The allowance provided for shoes will be reimbursed to the District on a pro-rata basis unless the employee provides a two week notice of intent to leave. If proper written notice is provided the employee will not be charged for the shoes provided by the District.

## **Article 19: Salary Schedules**

### **Section 1: Hourly Rates**

All employees are paid an hourly rate according to job classification. Wage schedule is included in Article 39, Salary and Wages, of this Agreement.

### **Section 2: Pay Schedule**

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

leadership and all employees at least 30 days prior to the conversion.

### Section 3: Acting Manager Stipend

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

### Section 4: Higher Paid Positions

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

### Section 5: Volunteering

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

## **Article 20: Overtime**

### Section 1: Excess Work

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

## Section 2: Additional Hours

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

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

## Section 3: Overtime Opportunities

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



## **Article 21: Commissary Hours**

To maintain the Commissary Technician's standard hours, employees may be assigned to another location on days in which workload is limited, such as before a recess or extended weekend. Locations will be determined by the Director of Food & Nutrition Services or their designee. Relocation will first be offered on a voluntary basis. If an insufficient number of employees volunteer, relocation will be based on reverse seniority until the assigned Commissary workload and number of employees is deemed equal.

Employees who refuse to report to the assigned location may be subject to progressive discipline as outlined in Article 22, Progressive Discipline, and may forfeit their holiday pay, if applicable.

## **Article 22: Progressive Discipline**

Generally, the progressive discipline model outlined below shall be made applicable to any and all infractions. With justification by the direct manager and approval by the Food & Nutrition Services Administration, the District reserves the right to skip steps of the progressive discipline process.

1. Verbal warning
2. Written warning
3. 1- day suspension without pay
4. 3-5 day suspension without pay

- a. The number of days suspended shall be determined by Human Resources and the Superintendent or their designee as the suspension request is reviewed.
5. Dismissal

## **Article 23: Jury Duty**

### **Section 1: Summoning**

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

### **Section 2: Pay**

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

## **Article 24: No Strike/ No Lockout**

The Union and its members agree not to engage in a strike, work slow-down, or work stoppage for the

duration of this Agreement. The Board of Education agrees not to lockout employees for the duration of this Agreement.

## **Article 25: Grievance Procedure**

### **Section 1: Definition**

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

### **Section 2: Protection**

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

### **Section 3: Rights**

Any bargaining unit member shall have the right to present grievances in accordance with these procedures and to be represented by the Union. Nothing contained

herein shall be construed as limiting the right of any bargaining unit member having a grievance to discuss the matter informally with his/her immediate supervisor and having the grievance resolved, provided the resolution is consistent with the provisions of this Agreement.

#### Section 4: Time Limits

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

#### Section 5: Conformity with Agreement

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

## Section 6: Advanced Step Filing

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

## Section 7: Withdrawing Grievances

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

## Section 8: Procedures

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

## Section 9: Formal Grievance

### a. Informal Step

Except for Advanced Step Filings as discussed in this Article, whenever an employee believes there is a basis for a grievance, that employee shall first meet and discuss the alleged grievance with their immediate supervisor either personally or accompanied by his/her Union representative within 10 school days after the event giving rise to the grievance unless the grievant(s) could not have known about the event and the exercise of reasonable diligence, in which case the period will be 10 school days from the time when the event could have been known in the exercise of reasonable diligence. If the party does not meet within 10 school days the parties may mutually agree to extend the timeline to meet. In the event that the employee's basis for a grievance pertains to their immediate supervisor, then the meeting and discussion required by this Step would be conducted with District personnel

who are in the chain of command above the immediate supervisor.

b. Step 1 (Immediate Supervisor)

The Grievant/Union may submit to the immediate supervisor within 11 school days after the event giving rise to the grievance unless the grievant/Union could not have known about the event in the exercise of reasonable diligence, in which case the period will be 11 school days from the time when the event could have been known in the exercise of reasonable diligence, a statement of the nature of the grievance and provisions of this Agreement, allegedly violated and the relief sought. A copy of the grievance shall be submitted by the bargaining unit member to the Union representative and by the immediate supervisor to the Superintendent. Within five school days of receipt of the grievance, the immediate supervisor shall meet with the bargaining unit member and the Union representative in an effort to resolve the grievance. The immediate supervisor shall indicate his or her disposition of the grievance within five school days after such meeting. The Union and the Superintendent shall both be notified in writing as to the disposition of the grievance.

c. Step 2 (Superintendent)

If the grievant/Union is not satisfied with the disposition of the grievance, or if no disposition has been made within the above stated time limits, the grievant/Union shall file a complete, step two grievance within seven school days after receiving the immediate supervisor's disposition or after the above stated time limits have expired, and submit the grievance to the Superintendent or designee. Within five school days, the Superintendent or designated representative shall meet with the grievant and the Union representative. Within five school days of the meeting, the Superintendent shall indicate in writing the disposition of the grievance. The Union and the immediate supervisor shall be notified of said disposition.

d. Step 3 (Board of Education)

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



grievance is submitted to the Board, the Board, at its next regularly-scheduled closed session meeting, shall meet with agreement, the Union representative, and the Superintendent or designee, to review such grievance in executive session or give such grievance the consideration as it shall deem appropriate. The disposition by the Board shall be made within seven days of the meeting. A notification of such disposition shall be furnished to the grievant, the Union, and the immediate supervisor.

e. Step 4 (Arbitration)

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

If the Federal Mediation and Conciliation Service (FMCS) is not notified within 30 days of the notification to the Board, the grievance

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

## Section 10: Representation and Witness

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

## Section 11: Discipline and Discharge

The Board of Education will not discipline or discharge any non-probationary employee without just cause and will use a progressive discipline procedure consisting of, but not limited to, oral warnings, written warnings, suspensions, and termination. This will not prevent the Board from taking immediate action for unusual or severe circumstances. Oral and written warnings shall be removed from the employee's personnel file after one year provided that the employee receives no further discipline for similar infractions or for infractions that are more severe in nature. Notices of suspension will be removed after two years, provided that the employee receives no further discipline for similar infractions or for infractions that are more severe in nature. An employee may submit to Human Resources a written request to view their employee file in the Human Resources Department with a pre-arranged appointment.

## Section 12: Suspension Pending Investigation

An employee who is suspected of having committed an offense which warrants severe discipline may be suspended with pay for up to 30 working days pending completion of an investigation of the matter. The time limit may be extended an additional 10 working days due to unforeseeable circumstances not caused by the

Employer or the Union. If the Employer then determines that the discharge is not warranted or that disciplinary action less than discharges warranted, the non-probationary employee shall be reinstated without loss of accrued seniority and, if lesser discipline is imposed, may agree to the lesser discipline in accordance with Article 25, Grievance Procedure.

## **Article 26: Stewards and Committees**

Stewards and committee members, as determined by the Union shall be recognized by School District U-46. The Union and School District U-46 shall recognize Union stewardship and representation as a voluntary effort. School District U-46 does not compensate Food & Nutrition Services employees acting on Union business for reasons including but not limited to, serving as witness, internal candidate job interviews, negotiations, or labor-management meetings held on non-workdays or outside their regular scheduled hours.

The Union must provide the district with an updated list of Union stewards and representatives twice each school year by September 30th and March 31st.

## **Article 27: Bulletin Boards**

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

## **Article 28: Workload**

### **Section 1: District Responsibilities**

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

### **Section 2: Workload**

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

### **Section 3: Excessive Lifting**

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

### **Section 4: Assessing Workload**

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

## **Article 29: Part-Time Employees**

### **Section 1: Grievance Procedure**

The provisions of Article 25, Grievance Procedure, shall apply to part-time employees.

### **Section 2: Layoff and Recall**

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

### **Section 3: Vacancies**

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

### **Section 4: Full-time Absences**

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

## Section 5: Reduction in Hours

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

## Section 6: Seniority List Deadline

The District shall maintain and provide the Union with a seniority list by February 1 of each year, seniority lists as specified in Article 2, Seniority, and in accordance with applicable state law.

## **Article 30: Sanitation Course**

For all Food Service employees, Certified Professional Food Manager Certification (CPFMC), previously known as the sanitation certificate, shall be required as a condition of employment or shall be obtained after completing the probationary period. All new employees will be required to complete an Illinois Food Handler Certification training prior to reporting to their assigned location. The Board of Education shall pay the cost of tuition and require text material only for the certifications offered by the District.

Employees shall not be eligible for a promotion until certification is obtained, and failure to obtain certification within the required time shall cause for dismissal. The Director of Food & Nutrition Services or

their designee will specify the location and time for the course to be attended. If the employee is unable to attend the class due to limited seating, medical absence, or delay of direction by the Director of Food & Nutrition Services and/or their designee, the required time will be extended. All employees can receive up to three attempts to obtain the CPFMC certification. Paid time and payment of attempts are to be followed as outlined below:

First attempt: The District will cover the cost of the exam and pay employees their normal hourly rate for the amount of time it takes to complete the course. Employees who attend the CPFMC class but do not successfully pass the exam will receive a written notification, which they are required to acknowledge. This notification will also include directions for the next CPFMC class.

Second attempt: The District will cover the cost of the exam, but the employee will not receive pay for the amount of time it takes to complete the course and exam. The employee will be given the option to attend the District's next scheduled CPFMC class or choose from a district-approved test administrator. Employees choosing to take the class through a District approved administrator must pay for the class up front, and submit a reimbursement request.



Reimbursements will be approved regardless of the outcome. Employees who do not successfully pass the exam will receive a second written notification, which they are required to acknowledge. This notification will also include directions for the next CPFMC class.

Third attempt: Employees at their third attempt at the CPFMC are responsible for all costs associated with taking the courses. To avoid termination, the employee must successfully complete and obtain the CPFMC .

Employees opting to take the CPFMC in a different language or location, regardless of which attempt, are required to receive approval from the Director of Food & Nutrition Services or their designee prior to registering.

Failure to show up on the first or second attempt after confirming attendance shall be considered a failed attempt.

## **Article 31: Labor- Management Committee**

A Labor Management Committee shall meet with Food & Nutrition Services Management on a monthly basis

during the school year for the purpose of discussing items of mutual interest between the Employer and the Union including but not limited to health and safety issues. The December and March meetings will be used to perform an audit comparing standard hours versus actual hours to verify the part-time or full-time status of each employee, in addition to discussing the items of mutual interest.

The Labor-Management Committee is made up of an equal number of Union stewards and Food & Nutrition Services Management. In an effort to limit bias and conflict of interest, the District reserves the right to request committee members to abstain from their participation and shall provide their reasoning, and in this case the district shall notify the union no less than 48 hours prior to the meeting, via email.

Once the Labor- Management Committee meeting is scheduled, the Union must provide a list of attendees no less than seven days prior to the meeting.

## **Article 32: Savings**

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with application statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of the Agreement and the party shall meet as

soon as possible to agree on a substitute provision. In the event that the parties are unable to agree upon a substitute provision within 30 days, this agreement shall be read for the remainder of its term as if it were silent on the issue.

### **Article 33: Entire Agreement**

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

## **Article 34: Flexible Spending Account**

In accordance with federal law and regulations, the District shall make available to each employee a dependent care flexible account and healthcare flexible spending account. These accounts shall be funded solely through the salary reduction contributions made by the employee to cover eligible expenses which the employee may incur. However, an employee who elects a medical program option, which also provides them a health savings account, may not elect to have a healthcare flexible spending account. The maximum contribution to the healthcare spending account shall be in accordance with federal law and regulations. However, an employee's contribution to his/her healthcare spending account shall be reduced or eliminated if said contribution will cause a tax to be imposed on the District pursuant to section 49801 of the Internal Revenue Code of 1986, as amended, or a federal law reduces the amount allowed to be contributed for calendar year. The current and future maximum contributions to the dependent care spending account shall be in accordance with federal law and regulations.

## **Article 35: Subcontracting**

For the purpose of preventing work and the job opportunities for the employees covered by this

Agreement, the Employer agrees that no work presently performed by the bargaining unit will be subcontracted.

The District may only use Noon Hour Supervisors when there's an insufficient number of bargaining unit substitutes immediately available to meet the service needs due to absenteeism, notwithstanding anything to the contrary and this Agreement. Generally, bargaining unit substitutes will be used to fill this role. Noon Hour Supervisors are not to be used to fill in for Food Service workers during their breaks or lunches.

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

## **Article 36: Side Letters of Agreement**

Letters of understanding, memoranda of understanding, and similar agreements previously agreed upon shall not continue in effect upon ratification of this agreement in 2024.

## **Article 37: Duration**

This Agreement shall continue in full force and effect through June 30, 2027, and shall be automatically extended for successive one-year periods, unless either party notified the other in writing, not more than 90 nor less than 60 days prior to the expiration date of either this Agreement or any annual renewal thereof, of its desire to modify, amend or terminate this Agreement.

## **Article 38: Non Discrimination**

Neither the Board nor the Union will discriminate against any employee based on race, color, religion, sex, gender identity, sexual orientation, age, national origin, disability, membership or non-membership in the Union, or any other legally protected status as provided by law and Board policy (5:10).

## Article 39: Salary and Wages

### Section 1: Starting Rates

Job Title	2024- 2025
Cook	\$18.00
Elementary Lead	\$17.25
Elementary Assistant Lead	\$16.25
Food Service Technician	\$16.25
Food Service Floater, Cafe Relief	\$16.50
Satellite Lead	\$19.00
Commissary Technician	\$16.75
Material Expeditor	\$19.00
Material Stocker	\$17.00

- a. 2025- 2026 starting salaries will increase by  $\frac{1}{2}$  of the CPI factor used to increase current staff hourly rates annually.

- b. 2026- 2027 starting salaries will increase by  $\frac{1}{2}$  of the CPI factor used to increase current staff hourly rates annually.

## Section 2: Salary Increases

- a. 2024-2025: Employees, excluding the Commissary Technicians and Satellite Lead hired prior to January 1, 2024, will receive an increase of 6% or be brought to the new starting wage for their position, whichever is more. Commissary Technicians and the Satellite Lead will receive an 8% increase., or be brought to the new starting wage for their position, whichever is more. Employees hired after January 1, 2024, will be brought up to the new starting wage.
- b. 2025- 2026 and 2026-2027: All employees hired prior to January 1, 2024, will receive an increase in alignment with the Consumer Price Index (CPI) used for the district's most recent tax levy, with a floor of 2% and a ceiling of 3.25%. Additionally, should the CPI used for the most recent tax levy be 2% or less, a \$500.00 one-time, non-compounding payment will be paid to employees hired prior to January 1, 2024, in December of the following fiscal year. As an example, if the CPI is 1% for the 2024 tax levy, bargaining unit members will receive a 2% increase for the 2025-2026 school year (starting



in August 2025) and a one-time payment in December of 2025.

- c. Employees hired between January 1, 2024 and June 30, 2024 will receive an increase to the new starting rate for their position for the 2024-2025 school year. Employees hired between January 1, 2025 and June 30, 2025 will receive an increase to the new starting rate for their position for the 2025-2026 school year.

### Section 3: Longevity

After five completed years of service, employees will receive the following non-compounding longevity payment:

- 5-9 years: \$0.25 per hour
- 10-14 years: \$0.50 per hour
- 15- 19 years: \$0.75 per hour
- 20- 24 years: \$1.00 per hour
- 25+ years: \$1.25 per hour

### Article 40: Evaluations

Evaluations requirements to be eligible for a pay increase:

- a. Each employee will be evaluated every year. In order for an employee to be eligible for a promotion interview, they must have a current

evaluation of proficiency or higher from their supervisor (within the last 12 months). If the employee has not been evaluated in the previous 12 months and wants to apply for a position, they must request an evaluation be completed. The direct supervisor will have five days to complete the evaluation and submit it to Food & Nutrition Services Administration. If the supervisor does not complete the evaluation, the employee will default to proficient and will be eligible to interview. All correspondence regarding the request must be in writing and it is up to the employee to keep the documentation in the event the supervisor does not perform the requested evaluation.

- b. If an employee has two consecutive evaluations that are less than proficient, the employee must be placed on a Performance Improvement Plan and will not receive a pay increase for the following year. If an employee receives a less than proficient evaluation, the employee may request an evaluation review by the Food & Nutrition Services Administration within five days of receiving the evaluation rating.

## **Article 41: Definitions**

**Designee:** a manager or administrator who is selected to carry out a duty or role (i.e. Assistant Director, Field Managers)

**Administration:** personnel for School District U-46 who manage the District's various units and programs, and provide advice to District leadership and the Board (i.e. Assistant Director)

**Pattern:** a repeated way in which an employee organizes and carries out activities