

CONTRACTUAL AGREEMENT

between

**BOARD OF TRUSTEES OF JOLIET JUNIOR COLLEGE
ILLINOIS COMMUNITY COLLEGE DISTRICT NO. 525**

and

**LOCAL 1 SERVICE EMPLOYEES
INTERNATIONAL UNION FIREMEN AND OILERS DIVISION**

2019-2023

COVERING FULL-TIME FOOD SERVICE WORKERS

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ARTICLE I

RECOGNITION

- A. The Board of Trustees of Joliet Junior College, District No. 525, Counties of Will, Grundy, Kendall, LaSalle, Kankakee, Livingston, and Cook, State of Illinois, hereinafter referred to as the "Board" or the "Employer", hereby recognizes Service Employees International Union, Local 1, Firemen and Oilers Division hereinafter referred to as the "Union" as the sole and exclusive bargaining agent for all full-time employees in classifications listed in Appendix A of this Agreement, regardless of membership in the Union, with the exception of temporary (not to exceed forty-five (45) continuous workdays of employment) workers, students workers, and employees who are in positions of supervision from Food Service Coordinator on up.
- B. The parties acknowledge that during the negotiations which resulted in this Agreement, each had opportunity to make demands and proposals with respect to matters within the scope of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement; therefore, the Board and the Union for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplations of either or both parties at the time they negotiated or signed this Agreement.
- C. The Board on its own behalf and on behalf of the electors of the District hereto retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by Administrative directives, the law, Constitution of the State of Illinois and the United States of America.
- D. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements. This Agreement may not be amended except in writing authorized and executed by the parties.
- E. The Board agrees that work that has been traditionally and historically performed by employees in the bargaining unit classifications and shall continue to be performed by employees in this bargaining unit with the following exceptions:
1. When a supervisor and/or manager is training, instructing or teaching an employee;
 2. All bargaining unit employees have been notified of such work and are not available;
 3. Circumstances out of the ordinary and beyond the control of the supervisor/manager occur creating an operational need to have the worked performed by those outside the bargaining unit classification.

ARTICLE II

INTENT & PURPOSE

It is the intent and purpose of the Board of Trustees that this Agreement set forth herein a basic policy covering certain bargaining rights between the Board of Trustees and the Service Employees International Union, Local 1, Firemen and Oilers Division as the sole and exclusive bargaining agent. The Board will negotiate with the Union on all matters of wages, hours and other conditions of employment as provided by the Illinois Educational Labor Relations Act. If the IELRA is repealed or amended as to exclude the scope of negotiations, the parties will negotiate all matters of wages, hours and other conditions of employment. All work assigned to employees of the College that has traditionally and historically been performed by the bargaining unit shall continue to be performed by the bargaining unit, as shall any new similar work assigned to any employee of the College.

ARTICLE III

LENGTH OF AGREEMENT

This Agreement shall remain in full force and effect until June 30, 2023, and thereafter for a period of one year unless either party shall, at least ninety (90) days prior to its expiration serve a written notice on the other party of a desire to terminate, modify, or change this Agreement. Such notice shall be sent to the Board in care of the Vice-President for Administrative Services, 1215 Houbolt Road, Joliet, Illinois 60431, and to the Union Vice President, SEIU, Local No. 1, Firemen and Oilers Division 111 E. Wacker Dr., 25th Floor, Chicago, Illinois 60601.

ARTICLE IV

NON-DISCRIMINATION

Prohibition Against Discrimination

The Board and/or the Union will not discriminate against any employee covered by this Agreement because of race, sex, age, religion, national origin, marital status, gender orientation, parental status, veteran status, citizenship, disability, or union membership. If there is an available remedy through a state or federal agency, then any such complaint shall not be subject to the grievance or arbitration procedure.

ARTICLE V

GRIEVANCES

- A. The administrative organization of the College provides a series of levels through which an individual problem may be handled. A grievance shall be considered a misinterpretation or misapplication of a specific article or section of this Agreement.

Human Resources shall establish a complaint procedure to deal with disputes arising out of work-related situations. Such procedures shall be comparable to the grievance procedure which follows which shall terminate with the President or designee. The complaint procedure shall not be deemed part of or covered by this Agreement except for the fact of its establishment.

Before a formal grievance is initiated, the employee may discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance.

- B. 1. Grievances shall first be submitted by the grievant or the Union to the immediate supervisor, in writing, stating the facts giving rise to the grievance, and the section of the Agreement alleged to be in violation, and the relief requested by the grievant. The grievance must be filed within ten (10) working days of the alleged infraction. All responses shall be in writing and returned to the grievant and to the Union.
2. If no agreement is reached within five (5) working days, the case may be presented to the appropriate Vice-President or designee in writing within five (5) working days of the employee's receipt of a response from the immediate supervisor, or in the absence of a response, within ten (10) working days from its submission to the immediate supervisor.
3. If no agreement is reached within five (5) working days, the case may be presented to the President of the College or designee. All written material, including a critique written by the appropriate Vice-President, will be forwarded to the President or designee within five (5) working days of the employee's receipt of a response from the Vice-President or designee, or in the absence of a response, within ten (10) working days from this submission to the Vice-President.
4. If the grievance is not resolved pursuant to the above, and the Union requests arbitration, the President of the College or designee and the President of the Union or designee will select a mutually agreeable arbitrator who will review the grievance. In the event that the President of the College or designee and President of the Union or designee cannot agree upon an acceptable arbitrator, the parties shall select an arbitrator in order from a panel of no less than three arbitrators upon which the parties have previously agreed. Such arbitrators shall be selected in order, provided that if the next arbitrator on the list is unable to conduct an arbitration hearing within 90 calendar days of day of selection, such

arbitrator shall be bypassed, and the parties shall proceed to the next name on such panel. The expenses incurred by the arbitrator, and any fee for his/her services, will be shared equally by the Board and the Union. The arbitrator shall limit his/her opinion strictly to the application and interpretation of the provisions of this contract. The arbitrator shall have no power to add to, subtract from, alter or in any way modify the terms of this Agreement. The decision of the arbitrator shall be binding.

- C. An individual may submit a grievance in person and/or may have a representative of the Union present to represent him/her. The Union shall have the right to have a representative present at any formal meeting or hearing hereunder. The steward and grievant shall have an opportunity to meet informally to discuss the issue at a reasonable time when the food service operations are not affected.

DISCIPLINE

- A. The Board of Trustees agrees with the policy of progressive discipline. Disciplinary action or measures shall include the following normal progression:

1. Recorded verbal warning; followed by,
2. Written reprimand; followed by,
3. Suspension (notice to be given in writing); and,
4. Upon notification of discharge to the employee, immediate written notice shall be given to the Union.

Disciplinary action other than warnings may be imposed upon a full-time employee only for just cause and through due process. Discipline shall be imposed as soon as possible after the Human Resources center is aware of the event or action giving rise to the discipline and there has been a reasonable period of time to investigate the matter. Before a supervisor moves to the written reprimand, he/she must discuss the issue with the Executive Director, Human Resources or the Manager, Labor/HR Relations. Notations of oral warning may be placed in the full-time employee's personnel file. Full-time employees shall be notified of these notations.

- B. Manner of Discipline

If the College has reason to discipline a full-time employee, it shall normally be done in a manner that will not embarrass the full-time employee before other employees or the public.

- C. Pre-Disciplinary Meeting – Fact Finding

For discipline other than oral warnings or written reprimands prior to notifying the full-time employee of the contemplated measure of discipline to be imposed, the College shall notify the Union of the meeting and then shall meet with the full-time employee involved and inform him/her of the reason for such contemplated disciplinary action

including any names of witnesses and copies of pertinent documents. Full-time employees shall be informed of their rights to Union representation and shall be entitled to such, if so requested by the full-time employee, and the full-time employee and the Union representative shall be given the opportunity to rebut or clarify the reasons for such discipline.

D. Notification and Measure of Disciplinary Action

1. In the event disciplinary action is taken against a full-time employee, other than the issuance of an oral warning or written reprimand, the College shall promptly furnish the full-time employee and the Union in writing with a clear and concise statement of the reasons. Once the measure of discipline is determined and imposed, the Board of Trustees shall not increase it.
2. A full-time employee is entitled to the presence of a union representative at an investigatory interview if he/she requests one and if the full-time employee has reasonable grounds to believe that the interview may be used to support disciplinary action against him/her.
3. Investigatory interview cannot be canceled at the discretion of the administration without prior notice given to the Union.

E. Removal of Discipline

The Board of Trustees agrees to remove all warning notices after eighteen (18) months, provided the Board of Trustees reserves the unilateral right to continue any such notice for an additional eighteen (18) months on consequential matters of a nature such as, but not limited to, sexual or other harassment, assault, battery, and drunkenness, but not if the subject is other than of an occasional nature (such as, but not limited to, tardiness).

F. Reinstatement from Suspension or Discharge

A full-time employee reinstated for the period for which he/she was suspended or discharged shall receive full compensation. Full compensation shall mean full pay and benefits (at their current classification and salary grade, retroactive to the date of suspension/discharge) less amounts earned by the full-time employee from any other source and employment compensation payments received during such period.

GRIEVANCE FORM
Joliet Junior College

PLEASE FILL OUT THIS FORM BY SUPPLYING THE NECESSARY INFORMATION.

DATE: _____

A GRIEVANCE IS DEFINED AS AN ALLEGED MISINTERPRETATION OR MISAPPLICATION OF A SPECIFIC ARTICLE OR SECTION OF THE AGREEMENT.

1. Name of employee filing the grievance: _____

2. Position employee holds at Joliet Junior College: _____

3. This grievance is filed in reference to:

Article No. _____ Section No. _____ Paragraph No. _____

4. Statement of Grievance as presented by grievant: _____

*If additional space is needed, attach a letter to this form.

5. The following is a statement of relief requested by said grievant.

Grievant's Signature: _____

Distribute as follows: Original: Supervisor
Copy #1: Director
Copy #2: Human Resources
Copy #3: Grievant
Copy #4: Union

ARTICLE VI

EVALUATION

- A. Upon written request, an employee shall have the right to review and have reproduced (at the employee's expense) all materials in the employee's personnel file(s). Such review and reproduction shall be in the presence of a designated employee of the Board.
- B. Each employee shall have the right to insert material into his/her personnel file that is relevant to the employee's service, including the right to reply to any material in the personnel files, at any time, provided such shall be submitted within thirty (30) calendar days of the event or date of filing of the original material.
- C. No evaluative materials shall be placed in an employee's personnel file(s) unless the employee receives a copy of such material and notification of said material is being placed in the file(s). The employee shall acknowledge such copy.
- D. The Board acknowledges that employees are entitled to know the Administrative "chain of command", i.e., who has the immediate supervisory responsibility over them, including, but not limited to, the evaluation of their performance and the determination of discretionary eligibility for benefits pursuant to this Agreement and/or Board policy. To this end, the Board identifies the Food Service Manager and Manager, Kitchen Operations as the immediate supervisors of all employees hereunder. The next level of supervision for all employees shall be the Sr. Director of Business and Auxiliary Services, then the Vice-President for Administrative Services, and then the President. If change in the Administrative "chain of command" shall be made, the Union Steward shall be so advised in writing, and an appropriate notice thereof shall be posted on the employee bulletin board.
- E. Nothing herein shall preclude the designation of a member of the bargaining unit as a lead worker for the purposes of directing work of other unit members. Any observations or evaluations made by a lead worker of other bargaining unit members shall be subject to review by an appropriate member of the administrative "chain of command" and shall not be binding upon the administration, but may be incorporated by an administrator in his/her evaluation of the affected bargaining unit member.

Leads will advise employees in the proper work methods, operating procedures and work rules to assure that employees adhere to the standard established by the college. Verbal and written disciplinary actions must be issued by the Food Service Manager or the Kitchen Operations Manager.

ARTICLE VII

PROBATION - SENIORITY – TERMINATION

Section A

Employees shall be placed in one of the four (4) levels for the purpose of application of the rate of wages. If the employee remains in the employ of the Board beyond ninety (90) calendar days, the employee shall have seniority dated from the first day of employment. For purposes of computing seniority, a partial day worked shall be considered a full day. If more than one employee is hired on any one day and no determination can be made as to who is senior, the determination shall be made by coin flip.

Employees hired into one of the classifications covered under this Agreement who have continuous prior employment in another position within the College shall have the total of such continuous employment counted for purpose of vacation or sick leave accrual.

Probationary period is defined as ninety (90) calendar days.

Section B

Two kinds of seniority are recognized by this Agreement:

1. General seniority shall date from the date of original or most recent entry into the bargaining unit.
2. Classification seniority shall date from the date of most recent entry into a classification covered by this Agreement.

Seniority shall terminate under any of the following conditions:

1. Resignation.
2. Discharge (pursuant to due process as required by law).
3. Acceptance of a pension due to service with the Board.
4. Failure to return from an authorized leave.
5. Failure to return from lay-off within prescribed time.

Section C

When any opening occurs, positions will be posted in a prominent place on a bulletin board. Positions will be posted for a minimum of three (3) working days. Any employee applying for a position must do so in writing. Notice of opening will include a job description and salary level of the position to be filled. In filling a position vacancy, if the ability and qualifications to perform the required work are, among the applicants, equal, general seniority within the Unit as defined in Section B shall govern.

Section D

Lay-off shall be in accordance with classification seniority should a reduction in force become necessary. The affected employee shall immediately exercise (his/her) general seniority to bump the junior general seniority employee in a lower level or shall accept the lay-off. The reverse procedure shall be followed for recall before any new people are employed. Employees laid off from any classification shall not lose seniority or benefits held at time of lay-off. Said employee, upon being notified, must report within fifteen (15) working days to retain his/her seniority. Failure to report within fifteen (15) working days will forfeit all rights of seniority. The seniority of any employee who resigns and is later re-employed shall start from the date of re-employment. Laid-off employees shall retain recall rights for twelve (12) calendar months.

NEW EMPLOYEES (See Appendix A - Job Classifications)

ARTICLE VIII

WORK SCHEDULE AND WAGE RATES

Section A

Overtime shall be distributed among full-time employees as equitably as feasible, per the following:

- The employer has the sole authority to authorize and request overtime.
- A seniority list will be maintained to track overtime (See Overtime Chart, Appendix C).
- When an overtime situation becomes available, the most senior member shall be contacted for the available overtime.
- A refusal for available overtime shall be considered an offer to work and the members name will be checked off.
- If after the overtime offer is made to full-time employees, the Employer will offer the overtime assignment to other employees in Food Services. If there are no available employees, the full-time employee may ultimately be required to work the overtime assignment per the following step.
- If the end of the seniority list has been reached and no member accepts overtime, the bargaining unit member with the least seniority will be the employee required to perform the overtime work.
- When the next time overtime work is not willingly accepted, the next employee from the bottom of the seniority list would be required to perform the work.
- No employees regularly scheduled shift assignment will be changed to avoid the payment of overtime.

Section B

When a member of the bargaining unit substitutes for another member in a position of higher classification for a minimum of a four hour workday, he/she shall receive an additional one dollar (\$1.00) per hour for all hours worked in the higher classification.

All Sunday work shall be paid at two times the regular hourly rate, provided there shall be no pyramiding of overtime.

Section C

For each eight (8) hour work day, a thirty (30) minute lunch period will be scheduled without pay.

The College will provide a maximum of \$8.00 per day to full-time employees as follows:

- All fountain soft drinks (including coffee or tea) do not count towards meal allowance.

- If the unit employee works a double shift, the unit employee will be entitled to an additional \$8.00 meal allowance.
- All employee lunch meals, bottled beverage and specialty drinks must be rung through the cafeteria cash register to maintain accountability.

Section D

On any non-continuous (to regular shift) call-back, Board will pay a minimum of three hours.

Section E

During the four-day week summer schedule, the Food Service Manager shall post a notice of Friday work available, if any, by job classification. A full-time employee who desires to work on a Friday in his/her job classification shall notify the appropriate supervisor in the manner indicated on the notice of their desire to work. Full-time employees who appropriately respond to the notice shall be given priority for available Friday work in the job classification. In the event the Food Service Manager cannot staff a position on a Friday, the Food Service Manager may require a full-time employee to work in that position. Full time employees may use their earned vacation time or earned personal leave during the College's summer schedule to augment their pay up to a forty hour work week.

During the summer session, for food service employees working in Food Service, hours worked in excess of eight (8) hours per day will be paid at the premium rate of an additional \$3.00 (three dollars) per hour up to 40 hours, at which time appropriate overtime rates become applicable. There shall be no mandatory work for full-time food service staff working in the food services unless the premium applies.

Section F

The College agrees to pay for re-certification class for the Sanitation License when the class is taken at Joliet Junior College. The following classifications are required to complete the certification process, Lead Catering, Lead Production Cook, and Lead Food Service Worker.

Section G

A training rate of \$1.00 (one dollar) extra for each hour worked for training a food service employee will be provided to their hourly rate.

ARTICLE IX

SICK LEAVE

Section A

Earned Sick Leave & Carryover

Twenty (20) days sick leave is allowed each employee per year up to 360 accumulative days. Sick leave means personal illness, quarantine at home, or serious illness in the immediate family. Sick leave will be earned while on Family and Medical Leave (FMLA) but will not be earned on periods outside of FMLA such as approved additional leave (including disability, and other medical/sick leave, or unpaid time off) as the employee is not in an active working status. Upon return to work, accruals will resume and/or be pro-rated accordingly. This does not mean the employee will gain any retro time for sick leave not earned while on approved additional leave.

Sick leave may be carried over from year to year but may not exceed maximum rates established for each classification.

Section B

Usage & Recording

Leave meeting the eligibility criteria for FMLA will follow the guidelines and requirements for FMLA and be designated as such. Where applicable, a leave may also be applicable as an accommodation under the ADA, and will follow ADA guidelines and requirements.

Employees may use sick leave for their own personal illness, injury and medical appointment or for an eligible family member: employee's spouse, child, domestic partner, sibling, parent, mother/father-in-law, grandparent, grandchild, stepchild or stepparent unless otherwise defined in collective bargaining agreement. Use of sick time for these purposes is meant for short-term duration and is not intended to create additional leave above FMLA or accommodations under ADA, if applicable. Sick days used for an eligible family member (excluding leave under the FMLA) cannot exceed five consecutive business days. An additional five business days (10 day maximum) may be approved by Human Resources.

Employees should follow attendance guidelines as indicated in the Employee Handbook and any established departmental procedures for calling in and/or requesting sick leave. Sick leave must be recorded based on time off requests/reporting processes at the time of the request or usage of sick time. Sick leave for scheduled absences should be requested in advance and scheduled when feasible to lessen disruption to the work area.

Section C

Earned Time Limits

After the initial twelve (12) weeks of continuous leave, if qualified for FMLA, or upon exhausting paid time off, whichever occurs first, no additional sick leave time will be earned until the employee has returned to active status.

Upon return, employees who earn sick time on a bi-weekly accrual basis, will resume accrual the following pay period. Employees who earn sick time on a fiscal year basis will receive sick leave hours on a pro-rated basis calculated on scheduled work time remaining for the fiscal year.

Vacation leave balances may also be adjusted for those employees earning vacation leave on a fiscal year basis when an employee is out on a medical/sick leave of absence outside of the initial twelve (12) weeks of continuous leave FMLA leave.

Section D

Return to Work

A sick leave absence in excess of three (3) consecutive days requires the employee to present to Human Resources a written physician's note or statement from other licensed medical authority indicating that the employee was under their care. The note/statement should indicate a release date to return to assigned duties. This note must be provided to Human Resources prior to the employee resuming work duties. Human Resources reserves the right to request a doctor's note/statement and return to work documentation for absences less than three (3) days when the frequency of absence is such that creates a concern of abuse or misuse.

Section E

Concurrent Leaves

Other leaves may run concurrent to paid sick leave (e.g. FMLA or ADA).

Section F

Benefit Coverage

Insurance coverage is maintained for eligible employees while on paid sick leave.

Employees will be required to make contributions for continuation of benefits or insurance while on an approved unpaid leave (FMLA, ADA).

Section G

Employee Donated Sick Time

Employees who have exhausted all of their sick time, vacation, personal, floating holiday, and compensatory time may be eligible for employee-donated sick (EDS) time (45 days maximum).

Employee donated sick time will be considered when an employee continues to be on an approved leave for their own serious health condition and has exhausted all paid leave time.

For a second request for donated sick leave to be considered, an individual must complete three (3) additional years of full time service, from the date of the first day of the donated sick days to become eligible.

Section H

Maximum Leave Duration

Generally, the maximum leave duration (paid and unpaid) for a medical related leave of absence will be limited to twelve (12) months. This will include FMLA and any reasonable accommodation under the American's With Disabilities Act (ADA) because of a serious health condition (See ADA policy). To be considered actively returned to work, the employee must return for at least 10 work days.

ARTICLE X

PERSONAL LEAVE

A. Up to three (3) days of personal leave may be authorized without loss of pay, subject to prior approval in writing by the Food Service Manager for the following reasons:

1. To testify in court.
2. To attend to legal matters.
3. To participate in major community responsibilities.
4. Because of serious family crisis not covered by sick leave.
5. To complete personal business that could not be completed at any other time.

Unused personal leave is accumulative to sick days at the end of the year.

ARTICLE XI

BEREAVEMENT LEAVE

If there is a death in the immediate family, the employee may be excused from work and be paid at the regular straight time rate for the excused time, under these conditions:

1. Pay will be limited to necessary time lost from the regular schedule not to exceed three (3) workdays. A fourth day, if circumstances surrounding the death of an immediate family member are required, will be granted. If additional time is requested, sick days, personal days or vacation days may be used. The Executive Director, Human Resources will recommend to the President for such additional day(s).
2. The immediate supervisor should be notified of the death as soon as possible.
3. Documentation of family death shall be provided if requested by the Employer.
4. The term immediate family is meant to include:

Spouse	Mother-in-Law	Grandchildren
Mother	Father-in-Law	Grandmother
Father	Son-in-Law	Grandfather
Children	Sister-in-Law	Aunts
Half-Brother	Brother-in-Law	Uncles
Brother	Daughter-in-Law	Niece
Half-Sister	Step-Parents	
Sister	Nephew	
Spouse's Grandparents	Member of Household	

ARTICLE XII

JURY DUTY

The Board agrees to pay each member of the bargaining unit serving on jury duty, when otherwise required to work at the College, the difference between monies paid to a jurist and the employee's regular salary.

ARTICLE XIII

HOLIDAYS

1. Unless otherwise notified, the following 14 days shall be considered holidays:

Independence Day	Day after Christmas
Labor Day	New Year's Eve Day
Veterans Day	New Year's Day
Thanksgiving Day	Martin Luther King's Birthday
Day after Thanksgiving	Good Friday
Day before Christmas	Presidents Day
Christmas Day	Memorial Day

2. One (1) floater day per fiscal year may be taken at a time agreed by the immediate supervisor for members of the bargaining unit who have more than five (5) years of seniority with the college.
3. Beginning with the fifteenth (15) year of full time service, an additional floater holiday will be granted, at a time agreed by the immediate supervisor for members of the bargaining unit. This is in addition to the one (1) floater day as granted above.

ARTICLE XIV

VACATION

Hours of vacation time will be earned per pay period according to hours worked. The following schedule will be used to determine the number of hours of vacation time earned:

1. After one year and through five years (two weeks annual vacation): 3.12 hours per working pay period of two weeks.
2. After completion of fifth year through ninth year (three weeks annual vacation): 4.64 hours per working pay period of two weeks.
3. After completion of ninth year and above (four weeks annual vacation): 6.16 hours per working pay period of two weeks.

A vacation must be taken within the fiscal year of July 1 to June 30 following the year in which the employee has worked full-time. Vacation time is not accumulative and persons will not be reimbursed if they fail to take their vacations as specified. Vacations shall be pre-approved with the Food Service Manager who shall recognize seniority as controlling if all other pertinent factors are equal as among employees seeking a vacation on the same dates, provided the needs of the College shall at all times prevail.

ARTICLE XV

UNIFORMS

All employees shall wear a uniform approved by the Food Service Manager. All employees will be provided uniform allowances. Such allowances shall be \$250.00 per year for the duration of this contract.

1. Each person is expected to dress neatly and be clean at all times. Employees are responsible for the maintenance of their uniforms.
2. All uniform shirts and aprons must be wrinkle free, odor free and stain free upon arrival to work. If neglected the employee will be sent home to change with no pay or compensation time.
3. Hair restraints shall be provided by the employer and must be worn properly cover hair at all times while working. Hair longer than shoulder length must be worn up and restrained under the hair restraint provided by the employer.
4. Slip resistant shoes in a good safe condition must be worn while working.
5. The College will purchase three (3) aprons for each staff member as a part of the staff member's uniform. Staff can return a worn and/or torn apron to the Food Service Manager for replacement.
6. Each person will be required to wear a name tag.

ARTICLE XVI

TUITION WAIVER

Full-time employees and their immediate family (spouse and dependent children) shall be entitled to enroll without cost in academic courses offered by the College, provided:

1. Employees shall be responsible for all student fees, books, etc.;
2. Such enrollment shall not serve to preclude a tuition-paying student from participating in such course; and
3. Such enrollment shall not be prohibited or otherwise limited by law, or by the determination or regulation of an appropriate administrative agency.

Full-time employees and their immediate family (spouse and dependent children) shall be entitled to enroll in the JJC Fitness Center.

ARTICLE XVII

DUES DEDUCTION

The Board will deduct from the pay of each member of the bargaining unit from whom it has received written authorization to do so, the written amount of Union dues. The dues and a list of the employees who paid the dues and the dues that have been deducted shall be forwarded to the President of the Union no later than fifteen (15) days after such deductions have been made. The Union will inform the Board of any change in the amount of dues in accordance with its Constitution. The Union agrees to refund to the Board and/or employee any dues which may have been erroneously deducted or any monies which may have been erroneously remitted to the Union.

The parties acknowledge and agree that the term “written authorization” as provided in this Agreement includes authorizations created and maintained by use of electronic records and electronic signatures, including electronically recorded phone calls, consistent with state and federal law. The Union, therefore, may use electronic records to verify Union membership, authorization for voluntary deduction of Union dues and fees from wages for remittance to the Union and authorization for voluntary deductions from wages for remittance to COPE Funds, subject to the requirements of state and federal law. The employer shall accept confirmations and give full force and effect to such authorizations as “authorization” for the purposes of this Agreement.

ARTICLE XVIII

MEDICAL BENEFITS AND INSURANCE

A. HEALTH INSURANCE

Health insurance, which includes medical, dental and vision insurance, for new full time employees shall commence on the first day of full-time employment with the College.

The benefits shall be provided on the basis of a “coordination of benefits” clause.

For new full-time members, coverage shall commence on or as soon after the first working day of his/her employment as per stipulation of carrier. Coverage with Joliet Junior College will terminate the last day of the month of termination of employment with the College.

The Master Agreement between the College and the insurance company shall be controlling in any case; however, in no instance shall the enumerated benefits be reduced.

B. UTILIZATION REVIEW

This program requires that the Utilization Review Service be called via an 800 number prior to an elective hospital stay, within 48 hours of an emergency hospital stay, or prior to any surgery regardless of location, other than minor surgery performed in the physician’s office.

If notification is not complied with, there is a \$250 penalty; however, there are no penalties for difference of opinion between the physician and the Utilization Review Service provider. Extraordinary circumstances will be taken into consideration prior to the penalty being imposed.

C. INSURANCE COMMITTEE

The College and the Union agree to the appointment of a joint committee to continue to study the insurance programs and benefits of the College as they affect the employees of the College. This study shall specifically consider the possible programs and benefits during the interim between negotiations of collective bargaining agreements, such to be subject to overall financial guidelines and limitations, and to the extent to which such on-going committee would have the utilization of specific funds for its work. There shall be one (1) full-time bargaining member on the committee. The committee shall choose its own chairperson when it first meets.

The committee shall report its results as soon as such have been completed to the President of the College and to the members of the bargaining unit. Nothing the committee acts upon shall be deemed to be binding to either party to alter any aspect of the current collective bargaining agreement. The foregoing shall not serve as a formal re-opener of any part of the Agreement except as the parties shall otherwise mutually agree.

D. EMPLOYEE CONTRIBUTIONS

The union agrees not to withhold approval of reasonable cost-reduction methods recommended by the insurance committee, including plan structure and employee out of pocket costs, if the overall increase in costs per employee exceeds 16% in any one year or an average of 10% or more in any consecutive three years. The insurance committee shall consider plan changes necessary to control plan costs. With the concurrence of both parties by letter of agreement, such changes may be implemented at any time under this agreement.

At this time, it is the Board's intention to establish the employee contribution for non-faculty employees based on the individual employee's base salary, generally not to exceed the contribution of their faculty counterparts, unless otherwise established by contract.

FEDERAL LAW REGARDING HEALTH INSURANCE

If federally mandated health insurance requirements increase the total health insurance benefits costs to the College or change the scope or type of health insurance benefits which must be provided by the College. The College and Union will meet to negotiate necessary modifications to the health plan.

E. PRESCRIPTION DRUGS

Prescription drug insurance shall be provided to full-time employees and eligible dependents.

F. LIFE INSURANCE

1. A life insurance policy shall be provided for each full-time employee during the period of full-time employment in the amount of thirty thousand (\$30,000) dollars, plus accidental death and dismemberment provisions.
2. A full-time employee may purchase optional term life insurance up to seven (7) times their salary, not to exceed \$750,000 for themselves and/or spouse and optional term life insurance may be purchased for children at the cost of the insurance under the group rate.

G. MASTER AGREEMENT

The Master Agreement between the College and the insurance company shall be controlling in any case. The Board will adjust benefits and premiums to equal those granted to full time faculty during the term of this Agreement. Insurance benefits are limited to full-time employees.

H. FLEXIBLE BENEFIT PLAN

If permitted by law, the Board may maintain a Section 125 flexible benefit plan.

ARTICLE XIX

COMMUNICATIONS

1. The Union may make non-political use of College facilities within the guidelines of established Board policy.
2. The Union shall be provided with bulletin board space to post notices and other material related to Union activities. The bulletin board space allocated shall be labeled for Union use, and only Union representatives shall have authority to post and/or remove materials on the bulletin board.
3. The Board shall furnish the Union representative with one copy of the Board meeting agenda in advance of each regular or special meeting, if any. A copy of the minutes of the immediate past meeting will be furnished to the Union within 24 hours after these minutes have been officially approved by the Board.
4. The Union will be supplied with immediate written notification of newly hired employees stating effective date of employment, as well as immediate written notification of all promoted employees and any other change in the long-term work status of a member of the bargaining unit.

ARTICLE XX

SAVINGS CLAUSE

If any provision of this Agreement shall, at any time, be declared contrary to law or mandatory regulations as a result of a state, administrative, judicial, or legislative action, then such provision will become immediately non-applicable. Should this occur, all other provisions of this Agreement shall remain in full force for the duration of the Agreement. Upon the application of this clause, the parties should meet to discuss legal provisions within the original intent.

ARTICLE XXI

NO STRIKE

During the term of this Agreement, the Union agrees that it will not call, engage in or foster any strike or withholding of services and the Board agrees it will not lock-out employees.

ARTICLE XXII

SURS IMPACT

I. The College may deny a Food Service member with more than 10 years of SURS-eligible service credit years any increases that could result in the College being subject to assessments by SURS under the 6% rule. In making this decision, the College will consider the benefit to students, programs, departments and the College. Exemptions from the 6% rule as provided by law will be applied, including earnings attributable to standard employment promotions resulting in increased responsibility and workload.

II. CHANGES IN STATE LAW REGARDING PENSIONS

The parties acknowledge the ongoing uncertainty with respect to the State of Illinois and its public employee pension systems, including possible legislative changes that may impact the parties such as a cost shift from the State to local community colleges of the normal cost of SURS pension contributions. The parties further acknowledge that a cost shift from the State to local community colleges of the normal cost of SURS pension contributions could result in a significant and materially adverse impact to the College's finances. In light of these factors, in the event of a legislative or regulatory change that results in increased pension contribution costs to the College during the term of this Agreement, including a cost shift from the State to local community colleges of the normal SURS pension contribution, the College and Union will meet to have a good faith discussion of possible courses of action to respond to the legislative or regulatory changes.

APPENDIX A

JOB CLASSIFICATIONS

- I. Trainee Rate

- II. Grill Service Line
 - Fry Cook
 - Stewards (Dishwashers)

- III. Lead Food Service Worker
 - Lead Production Cook
 - Catering Cook
 - Head Cashier
 - Afternoon Lead
 - Salad Bar Attendant

- IV. Lead Catering
 - Catering/Outlet Lead

APPENDIX A

JOB CLASSIFICATION AND BEGINNING SALARY

Position	Base Hourly Rate
Trainee Rate	\$15.00
Lead Food Service Worker	\$15.50
Lead Production Cook	\$15.50
Lead Catering	\$17.50

NEW EMPLOYEES:

1. The training rate will apply to newly hired employees.
2. Employees will be placed at the starting rate ninety (90) days after the initial hire date and upon successful completion of the probation period. Probationary period is defined as 90 calendar days.

CURRENT EMPLOYEES:

1. Upon promotion, an employee will serve a 90 day probationary period. During the probationary period the employee shall be paid at the greater of the following; a) the employee's current job rate, or b) Trainee/Probationary rate. Probationary period is defined as 90 calendar days.
2. Upon successful completion of the probationary period, the employee's rate shall be increased to the job classification hourly rate, or by \$0.50 per hour, whichever is greater.
3. Those employees presently at or above the maximum of their classification rate will receive the normal annual contract percentage increase as herein agreed to.

APPENDIX B

SALARY

1. All salary increases to be effective July 1st.

The Board reserves the right to establish starting salaries for all new employees. No hourly increases shall be effective during the first ninety (90) calendar days of employment notwithstanding any other provision of this Appendix.

7/1/2019-6/30/2020	Increase hourly rate by 2.25%
7/1/2020-6/30/2021	Increase hourly rate by 2.25%
7/1/2021-6/30/2022	Increase hourly rate by 2.25%
7/1/2022-6/30/2023	Increase hourly rate by 2.25%

2. LONGEVITY INCREASE

All current full-time food service employees will be eligible for a Longevity Increase based on their number of continuous full-time years as a food service employee. Full-time years are calculated as the full years of continuous employment as of June 30th of the year preceding the July 1st increase. In addition to the base salary rate increases listed in the salary chart, full-time food service members may receive an additional rate increase as described below. Full-time food service employees will receive, in the year in which they qualify, a rate increase as shown below. Once an individual receives the longevity rate increase, they are not eligible to receive it again in that category. However, longevity rate increases become a regular part of that employee's base rate for future years in calculating percentage increases.

LONGEVITY INCREASE CATEGORIES AND RATES OF PAY:

Category A	0-4.99 years	\$0.15 per hour
Category B	5-9.99 years	\$0.25 per hour
Category C	10-14.99 years	\$0.40 per hour
Category D	15 or more years	\$0.50 per hour

3. Full-Time bargaining unit member who works on the second shift shall receive, in addition to their regular pay, twenty-five (25) cents per hour.


Memorandum of Understanding

Drug and Alcohol Testing For Clearly Articulable Basis Policy

Joliet Junior College and the Union recognize that the use and abuse of drugs and alcohol can seriously impair an employee's ability to perform safely and efficiently his or her duties. The use of drugs and alcohol in the work place poses a significant threat to the safety of the students and employees. Therefore, Joliet Junior College and the Union have proposed a revised Drug and Alcohol Testing for Clearly Articulable Basis Policy as part of their ongoing efforts to maintain a drug-free and alcohol free work place.

Joliet Junior College and the Union agree that, upon adoption of the revised policy, food services union employees will adhere to the policy submitted and agreed upon once approved by the Board of Trustees. The parties further agree that the College will bargain in good faith with the Union over any proposed changes to this policy.

Joliet Junior College
Illinois Community College
District 525


College Representative

Facilities Services Employees
SEIU Local 1

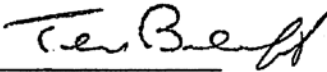

SEIU Representative

**Contractual Agreement Between
Illinois Community College District 525
Joliet Junior College
and
Service Employees International Union, Local 1
Fireman and Oilers Division
(Food Services Employees)**

June 30, 2019-June 29, 2023

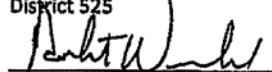
This agreement made and entered into this 11th day of SEPTEMBER, 2019.

SEIU Local 1
Firemen and Oilers Division



Union Representative

For the Board of Trustees
Illinois Community College
District 525



Chairperson, Board of Trustees