AGREEMENT
BETWEEN

DANVILLE COMMUNITY
CONSOLIDATED SCHOOL DISTRICT 118

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 399, AFL-CIO

FOOD SERVICE UNION CONTRACT

July 1, 2026 – June 30, 2028

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Article I – Recognition and Scope of Agreement

1.1 Preamble

This Agreement is made and entered into July 1, 2026, by and between the BOARD OF EDUCATION OF DANVILLE COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO. 118, Vermilion County, Illinois, hereinafter called the "Board" and the "INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 399, AFL-CIO," hereinafter referred to as the Union.

WHEREAS, it is the desire of both parties to this Agreement to avoid disputes, and realizing that they have a common interest in the general welfare of the boys and girls of the public school system of District 118; and

WHEREAS, they desire to bargain collectively, with respect to wages, hours, and working conditions of assistant managers, kitchen helpers, and kitchen monitors.

The parties stipulated and agree as follows: It being specifically understood and agreed that all provisions herein are subject to all provisions and requirements of the School Code, the statute pertaining to State employees and other statutes of the State of Illinois. It is further understood that if any provision is held or found to conflict with the law or regulations relating thereto, said provision shall not be binding upon either party hereto.

1.2 Recognition

The Board agrees to recognize the Union as the sole and exclusive bargaining agent for assistant managers, kitchen helpers, and kitchen monitors, herein referred to as employees.

1.3 Provisions

A. The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written amendment executed according the Provisions of the Agreement.

B. It is mutually agreed that the Board reserves all rights not expressly covered or restricted by the terms of this Agreement.

C. Should any Article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, said Article, section or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining Articles, sections and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted Articles, section or clause.

D. The Board shall remain vested with all management functions, including the full and exclusive control, direction, and supervision of operations and the working force.

E. The term employee when used hereinafter in this Agreement shall refer to all employees represented by the Union in the Bargaining Unit as determined in Article I, Section 1.2.The term "full time," when used hereafter in this Agreement shall refer to all employees who work 600 hours per year or more; and the term "part-time" when used in this Agreement shall refer to all those who work less than 600 hours. Employees working 599 hours or less are considered part-time employees.

Article II – Board/Union Rights

2.1 Union Membership
Employees covered by this Agreement shall have the right to join and assist the Union. The Union is responsible for educating its members on the contract as well as providing copies of the contract as needed.

2.2 Deduction of Union Dues
It is agreed that Union dues will be deducted from an employee's pay after written authorization from the employee. The Union agrees to hold the Board harmless from any claim or damage arising from said deduction.

2.3 Right to Representation
When an employee is required to appear before the Board or any Administrator concerning any matter which could adversely affect the continuation of that employee in his/her position of employment or the salary increment pertaining thereto, the employee shall be given a minimum of twenty-four (24) hours' notice of the reasons for such meeting, except in the case of emergency as determined by the Superintendent, or his/her designee, and shall be entitled to have a representative of the Local Union to advise him/her during such meeting.

2.4 Copies of Board Minutes
The Board agrees to make available via the District's website electronic copies of the official minutes of each official open meeting of the Board which shall include agenda, enrollment data, instructional programs, business reports, non-privileged personnel information, annual budget, and the annual audit. The Union realizes that enrollment data may not be in the Board minutes on a monthly basis.

2.5 Employee Uniforms
Food Service employees will receive five (5) new shirts annually and one (1) pair of slip resistant shoes – all paid for by the district. Disposable aprons will be provided daily.

Food Services Uniforms will consist of:

- District issued shirts to be worn on designated days
- District issued slip resistant shoes to be worn every workday
- Solids black (non-denim) pants purchased by employee. Solid black pants must be straight leg or slightly tapered with no more than five (5) pockets. Pants must not have any accessories which are glued, sewn, tacked, or otherwise affixed to the pants. Employees are expected to wear uniforms while on duty and keep the uniforms clean and in good condition, so as to minimize the number of additional uniforms needed during the employee's period of employment in the district.

In the event a uniform is damaged while at work, it is the responsibility of the employee to notify his/her manager prior to the ed of their shift. It will be at the discretion of the area supervisor or Director of Food Service or his/her designee to replace the uniform shirt at no cost to the employee. Failure to notify will result in the employee being responsible for replacement.
If a uniform shirt is deemed unacceptable by an Area Supervisor of the Director of Food Service or his/her designee, and the shirt was not damaged during the shift prior to notification by the employee, the employee will be permitted to purchase a new uniform shirt at 50% of the cost. The Director of Food Service or his/her designee may waive the employee's cost, on a case-by-case

basis, due to hardship.

Additional uniforms will be available for purchase at district cost. Uniforms will be issued at the beginning of each school year, or employment.

2.6 Illinois Public Labor Relations Act
Pursuant to the Illinois Public Labor Relations Act, the District shall provide the Union with a monthly report, via electronic mail to the designated Business Representative, containing the following information for all bargaining unit employees:

- Name
- Position
- Building
- Email
- Phone Number
- Start Date

This report shall be submitted once a month and shall be deemed confidential and used solely for legitimate collective bargaining purposes.

ARTICLE III – Compensation

3.1 Wages
Base Wage Rate: The base hourly wage shall be that set forth in the Rate Schedule attached as Exhibit A and shall apply through the term of this Agreement.

3.2 Payment Schedule
Regular paychecks will be issued on alternating Fridays. The first paycheck will be issued no later than the second Friday of September. Subsequent paychecks will be issued on alternating Fridays. Should a scheduled payday occur on a holiday, paychecks will be issued on the last scheduled workday prior to the holiday. Should there be more than twenty-six (26) paydays, scheduled paychecks will be prorated to include the additional payday. Whenever legal requirements for final payment differ from the regular pay schedule, at termination of employment, legal requirements will be followed. The District's fiscal year is from July 1 to June 30. Employees assigned to a position after September 30 will not be credited a full year of employment.

The Board and the Union recognize that the intent of the pay cycle is to pay employees for work performed and not to pay employees for work prior to performing said work.

3.3 Upgrade Pay/Attendance
When an employee is assigned to perform duties in a higher classification by the Director of Food Service or his/her designee, the employee shall receive an increase in compensation equal to the higher classification for the time performing those duties.

- All employees will use the fob time clock system to log attendance. Staff must use the fob clock to start workday and again to end the workday.
- Employees will complete their entire shift. Employees should not leave because students have a shortened attendance day (early out), unless explicitly instructed otherwise by the Area Supervisor or the Director of Food Service or designee, or mutually agreed upon by the Union and the Director of Food Service. Employees will only be paid for hours worked.

3.4 Overtime
Overtime rate shall be paid at time and one-half the base hourly wage rate for all overtime hours in excess of forty (40) hours a week.

Scheduled overtime shall be assigned on the basis of seniority within the employees of that work site and by category, as defined in Section 5.2, provided that the Director of Food Service or his/her designee has determined that the most senior employee is qualified to perform the duties of the job, before extending the overtime to all employees within the Food Service Department.
Upon the employee's request, the employer shall provide the employee with the reason for not being selected.

3.5 Weekend/Holiday Pay
Work pre-approved for Saturdays shall be paid at time plus one-half the employee's hourly rate.
Work pre-approved for holidays and Sundays shall be paid at twice the employee's hourly rate.

3.6 Paid Holidays
Employees will receive five (5) paid holidays during the school year: Thanksgiving, Friday following Thanksgiving, Christmas Day, New Year's Day, and Martin Luther King, Jr

Holiday pay for Christmas and New Year's Day will be paid out on the last check prior to winter break.

- Staff will work on the Wednesday before Thanksgiving if students or staff are present.
- Staff will work on the Monday after Easter if students or staff are present.

3.7 Catering
If an employee is scheduled to work a catering event at times outside of his/her usual work hours, the employee shall receive three dollars ($3.00) per hour in addition to their base hourly rate for a minimum of two hours.

In accordance with Article 3.4; if an employee works over forty (40) hours in a week, the employee will be paid one and a half of his/her base hourly rate for hours in excess of forty (40) hours and will not receive three dollars ($3.00) per hour in addition to their base hourly rate.

If an employee is recalled to work for an unscheduled catering event at times outside of his/her usual work hours, the employee shall be paid one of a half of his/her base hourly rate for a minimum of two hours.

3.8 Emergency School Closing
If the employee has reported for work, or is enroute to work, and the school is closed due to an emergency school closing after the time the employee is required to report to work, the employee shall receive the full day's pay as normally scheduled.

If the district is closed due to inclement weather, all food service staff should not report to the work site. The employee may use personal time, sick time, or vacation time when school is closed due to inclement weather to receive pay for the day.

3.9 Retirement System Contribution
In addition to the scheduled salary, the Board agrees to pick up and pay on behalf of the employee the full IMRF contribution. All contributions shall be non-taxable (tax sheltered). These retirement contributions shall apply to all creditable earnings IMRF.

3.10 Retirement Benefit
The Board will provide a retirement benefit for employees with a minimum of fifteen (15) years of service in the District. The benefit shall be fifty dollars ($50) per each year of service.

Payment shall be made via separate check sixty (60) days after retirement or last day worked (whichever shall occur last) and will not be considered a part of the employee's final salary.

3.11 Payment for Unused Sick Days
Upon Board-approved retirement and in accordance with the requirements of the Illinois Municipal Retirement Fund (IMRF), each IMRF employee who is at least 55 years of age and has at least ten (10) years of continuous employment with the District immediately preceding retirement may request that the amount of $25.00 per day be paid as severance for each accumulated sick leave day not used for service credit in IMRF.

Payment shall be made via separate check sixty (60) days after retirement or last day worked (whichever shall occur last) and will not be considered a part of their final salary.

3.12 Sanitation Licensure Reimbursement
For the term of this agreement, an employee who secures and provides proof of holding the State of Illinois license shall be compensated for the cost of the coursework and books that were incurred to secure the license. The fee to the State of Illinois for the cost of the license will not be reimbursed. The employee will present proof of completion and expenses to the Director of Food Service for reimbursement.

3.13 Jury Duty
An employee serving on a jury, or called for jury duty during his/her regular work day, shall (1) receive his/her regular pay and sign over any jury pay to the District or (2) he/she shall relinquish his/her regular pay and retain the jury pay.

3.14 Workday and Minimum Work Hours Defined
The Director of Food Service or his/her designee, cooperatively with the building principal, shall designate the work schedule.

Shifts are defined as follows:

- **First Shift** = A majority of regular hours worked between 5:30 am – 5:30 pm
- **Minimum Work Hours:**
  - Kitchen Monitors: minimum 5.50 hours per day
  - Kitchen Helpers: minimum 6.50 hours per day
  - Assistant Kitchen Managers: minimum 7.00 hours per day

The Director of Food Service or his/her designee may waive the minimum work hours for operational needs of the district. An employee who has established work hours less than the minimum, previous to the ratification of this contract, shall work those hours unless they choose to work the newly established minimum hours.

3.15 Professional Development and Training
The District and the Union recognize the importance of prepared and well-trained staff. To ensure adequate planning for employees, the following notice requirements shall apply to mandatory pre-service training:

- Notice Period: The Director of Food Service shall provide all bargaining unit employees

with a minimum of thirty (30) calendar days' written notice regarding the specific dates, times, and locations of mandatory training sessions scheduled to take place in August.

- Method of Delivery: Notice shall be deemed sufficient if provided via physical mail to the address on file, or posting on the departmental bulletin board.
- Compensation: All mandatory training hours shall by considered "hours worked" and shall be compensated at the employee's regular hourly rate of pay.

ARTICLE IV – Insurance

4.1 Health Insurance

The Board shall provide single health insurance coverage for full-time employees and family health coverage (if such employees so elect) under a plan selected in accordance with the Collective Bargaining Agreement between the board and the Danville Education Association. One employee, selected by the Union Business Agent, shall participate on the Insurance Committee. The employee shall be a non-voting member of the committee.

In addition to the district health insurance plan, the district will pay up to an additional $150 per month for single coverage and $200 per month for single+ dependent(s). These additional monies shall be paid to reduce the premiums from fiscal year 2025. No spousal surcharge will be charged for the duration of this contract.

4.2 Optical Insurance

The board shall pay the group optical insurance premium for each employee not to exceed $70 per year per employee.

4.3 Health/Medicare Supplement Insurance

The Board shall provide Health Insurance and Medicare Supplement Insurance for each employee, as set forth in the insurance policy. At the time of Board approved retirement, the retired employee shall be allowed to pay the total cost of life and health insurance premiums to the District and remain in the group. The retired employee is responsible for keeping premium payments current.

4.4 Term Life Insurance

The Board shall provide term life insurance for each employee in the amount of $25,000 until retirement. The premium will be paid by the Board. The Board shall provide optional group life and group accidental death and dismemberment (AD&D) insurance in the amount of $15,000 as provided by the Board and shall be available under the terms and conditions of such plan at the employee's option and expense. Seventy-five percent (75%) participation is required. Payment for such optional insurance shall be made through payroll deduction.

4.5 Dental Insurance

The Board will offer Dental Insurance coverage. Payment for this optional coverage shall be the responsibility of the employee and shall be made through payroll deduction.

ARTICLE V Reduction of Personnel

5.1 Seniority

"Seniority" and "Length of Continuous Service in the District" as utilized in Section 10-23.5 of The School Code will be defined as years of continuous service as an employee within the bargaining unit based upon the first date of employment determined by the minutes of the Board of Education.

Time within statutory recall periods and during leaves of absence, shall not be counted in

determining seniority and shall not constitute an interruption of service. In the event the seniority date is equal between two or more employees, seniority will be determined by lottery.

5.2 Seniority List

By February 1, annually, the Board will publish a seniority list by category of employees. Employees shall be placed in either the assistant manager category, kitchen helper category, or kitchen monitor category.

An employee's failure to make a timely objection to his/her placement on the seniority list shall be deemed an acceptance of the ranking and the employee cannot thereafter challenge his/her seniority until the following school year.

5.3 Reduction in Force

If non-probationary employees are removed or dismissed as a result of a decision of the Board to decrease the number of employees or to discontinue some type of educational support service, the probationary employees within the designated category shall be dismissed first: thereafter, non-probationary employees with the shortest length of seniority in the designated category shall be dismissed next.

In the event of a reduction in work force, assistant managers may bump kitchen helpers, provided that they have the seniority, but kitchen helpers may not bump assistant managers. Part-time kitchen helpers cannot bump full-time kitchen helpers, but full-time kitchen helpers may bump part-time kitchen helpers.

5.4 Recall Rights

If the employer has any vacancies for the following school term or within one (1) calendar year from the beginning of the following school term, the positions thereby becoming available within the designated category of position shall be tendered to the non-probationary employees so removed or dismissed from the category or position so far as they are qualified to hold such positions in order of seniority.

5.5 Loss of Seniority

An employee's seniority shall be lost and terminated, and the employment relationship shall be terminated if:

- the employee is terminated for reasons other than a reduction in work force
- the employee quits or resigns for any reason
- the employee is not recalled after a reduction in forcethe employee fails to report to work within five (5) workdays after receipt or refusal of a certified letter to return to work after reduction in force if the letter is sent to the employee's last known address provided by the employee
- the employee fails to report to work after the end of an approved leave without prior notification and employer approval
- the employee fails to report to work for three (3) consecutive days without advising the employer of the reason for the absence or the anticipated return to work date and cannot provide documentation to prove that an emergency prevented the employee from contacting the employer

ARTICLE VI – Assignments, Vacancies, Transfers

6.1 Assignments

New hires shall be subject to a probation period of ninety (90) working days. Employees who fail

to perform satisfactorily during the probation period shall be terminated. A current employee promoted to assistant manager shall be on probation ninety (90) working days. If he/she does not qualify within that time, he/she shall be placed in a position at the discretion of the Director of Food Service. The placement will be the same job classification at the time the employee applied for the job posting.

6.2 Vacancies and Postings

An employee may apply for any job vacancies within the bargaining unit. If an employee is not selected for the position, upon the employee's request, the employer shall provide the employee with the reason for not being selected.

Regular notices of all vacancies and promotions shall be posted electronically and on bulletin boards at each location for a minimum of five (5) working days. The Board may temporarily fill the job during the time an employee may bid on the job. All postings shall include the position, description and minimal/desired qualifications to perform the job. A permanent employee shall be selected to fill the job within fifteen (15) working days of the job posting, with the approval of the Director of Food Service or their designee and the director of Human Resources. If hiring from outside the district, the 15 days may be waived due to background checks and other circumstances. However, appointment to the position will not be official until approved by a majority of the Board at the next regularly scheduled Board meeting. New hires will be placed on ninety (90) working days' probation and subject to an evaluation by the Director of Food Service or their designee, Building Principal, or Kitchen Manager.

Except in case of emergency, all job vacancies shall be posted for a minimum of five (5) working days. The Board may temporarily fill the job during the time it is necessary to select a permanent employee.

6.3 Transfers

Voluntary: Any employee may apply for transfer to another building where a vacancy occurs or for a position for which (s)he is qualified by filling out the District transfer form.

Involuntary: The Director of Food Service or his/her designee shall retain the right to involuntarily transfer an employee to a different building, either temporarily or permanently.

Employees involuntarily transferred will be given in writing the reasons for the transfer except in an emergency, the employee will be given a minimum of ten (10) days' notice before the effective date of the transfer. An employee will be given the opportunity to resign if the employee considers the assignment unsatisfactory. If the permanent transfer is due to a vacancy, the employee will be given the choice to stay or return to their previous assignment once another employee is hired in their classification.

Emergency Staffing Transfer: The District reserves the right to implement involuntary transfers solely in the event of an emergency staff shortage once the school year ends and before the next begins.

ARTICLE VII – Grievance

7.1 Definition

Any claim by the Union, any employee, or group of employees that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement shall be a grievance.

7.2 Conditions

- As used in this Article, the term "days" will mean days on which the school is in session or during winter, spring, and summer vacation days when the business office is open.

- It is agreed that the investigation, handling or processing of any grievance by the grieving employee or Union representative shall be conducted with no interference or interruption whatsoever of the food services and related work activities.

7.3 Grievance Procedures

Step 1 The employee shall verbally present their grievance to their immediate supervisor within five (5) working days after the occurrence.

Step 2 Failing a satisfactory settlement in Step 1, the employee or the Union shall reduce the grievance to writing within ten (10) days of the event giving rise to the grievance, making four (4) copies. The written grievance shall specify the articles(s) of the Agreement that are alleged to have been violated. It also shall state a complete explanation of the facts giving rise to the grievance.

The grievant shall retain one (1) copy and submit the original and two (2) copies to their immediate supervisor. The immediate supervisor shall give a written response within ten (10) working days by returning one copy of the grievance with their response to the employee and one to the Union. The immediate supervisor shall retain the original copy and send one to the union.

Step 3 If the grievance is not resolved at Step 2, the grievant and/or the Union may refer the written grievance to the Director of Food Services within five (5) days after the receipt of the Step 2 response. The Director of Food Services shall arrange for a meeting to take place within five (5) days of the Director's receipt of the appeal. The Director of Food Services, the immediate supervisor, the employee and Union representative, if desired by the employee, shall discuss the grievance. The Director of Food Services shall give the employee his/her written response within five (5) school days of the meeting.

Step 4 If the employee is not satisfied with the answer in Step 3, the employee shall appeal the grievance to the Superintendent within five (5) days of receipt of the written response. The Superintendent shall call a meeting within five (5) days with the employee, the Union representative, if desired, and any school representative desired by the Superintendent. The written response of the Superintendent shall be given to the employee within five (5) days of the meeting.

Step 5 If the Union is not satisfied with the response from the Superintendent in Step 4 or the time limits expire without issuance of the written reply, the Union may submit the grievance to final and binding arbitration through an arbitrator of the Federal Mediation and Conciliation Service. The arbitrator will be mutually agreed upon by the Board and the Union. The Union must make a written request for arbitration within ten (10) days after receipt of the response in Step 4 or expiration of the time limits for the response in Step 4.

Such arbitration shall be under and in conformance with the rules of the Federal Mediation and Conciliation Service

The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Board and Union representatives.

The arbitrator shall render a decision and remedy in writing according to the rules of the Federal Mediation and Conciliation Service. The fees and expenses of the arbitrator shall be divided equally between the Board and the Union. Each party shall be responsible for compensating its

own representatives/witnesses.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement, but the arbitrator shall have the right to award remedies that are appropriate and just.

The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation, or misapplication of the specific provision of this Agreement based on the specific issue(s) submitted to the arbitrator by the parties in writing. The arbitrator shall have no authority to make a decision on any issue not submitted or raised.

7.4 No Reprisals
It is agreed that no reprisals shall be taken by the Board or the Administration against any employee due to their participation in a grievance.

7.5 Withdrawal
A grievance may be withdrawn at any level without establishing a precedent and, if withdrawn, it will be treated as though it was never filed.

7.6 Time Limits
The failure of an employee or the Union to act within the time limits set forth will preclude further appeal of the grievance. Upon failure of the Employer to meet the time limits prescribed in this Article, the grievance will be advanced to the next highest level. Time limits specified may be extended by mutual written agreement.

ARTICLE VIII – Leaves

8.1 Bereavement Leave
Each employee shall be entitled to paid bereavement leave of three (3) days for the death of a covered family member as defined by the Illinois Family Bereavement Leave Act.

Each employee shall be entitled to paid bereavement leave of one (1) day for the death of a relative not defined in the Illinois Family Bereavement Leave Act but limited to aunts, uncles, nieces, nephews, and first cousins.

If bereavement leave abuse is suspected, the Director of Food Service may request verification of attendance and relationship.

8.2 Sick Leave
A. Sick leave shall be interpreted to mean personal illness, treatment, diagnostic services, quarantine at home and absence for Armed Forces physical examination. Sick leave shall also be interpreted for all current full-time employees as serious illness in the immediate family, as defined in Section 8.1.

B. Employees will receive one (1) day of sick leave at the beginning of each month from September through January, one half (1/2) day for each month from February through May, for a total of seven per year.

C. If during the school year, any employee does not use the full amount annual sick leave allowed, the unused amount shall accumulate indefinitely.

D. The Board or its agents may require a physician's certificate or if treatment is by prayer or

spiritual means, that of spiritual advisor or practitioner of such persons' faith, as a basis for pay during leave after an absence of three (3) days for personal illness, or as it may deem necessary in other cases.

E. An employee not returning at the beginning of the shift following approved leave, or absent for any other reason except for emergencies, shall be docked for the missed time not approved.

F. After an employee has been off on sick leave for 90 calendar days or has exhausted his/her sick leave, whichever is greater, his/her position will be posted. Such position will be filled on a permanent basis through the job bidding process.

G. In the event an employee cannot report to work, the employee will contact his/her assigned kitchen manager no less than two hours before the start of the scheduled shift to explain the reason for the absence. Employer contact is required by the employee for every day of absence unless the employee is hospitalized or has previously submitted a physician's statement restricting the employee from work for a period of time.

H. Any employee who fails to report to work and call in their absence three times in a fiscal year will be recommended for termination.

I. Pilot programs that go beyond thirty (30) days, the affected employees will receive increased sick leave equal to the extra hours and regular hours scheduled.

J. Any employee may voluntarily donate sick leave days to an employee who has exhausted their accumulated sick leave and is facing a personal catastrophic medical condition. A catastrophic medical condition is an illness or injury which is severe, acute, and may be life threatening. Examples of such conditions are, but are not limited to the following: severe blood loss, loss of consciousness, multiple fractures, heart attack, etc. Requests for use of donated sick days will be considered by the Local 399 Representative, the Food Service Supervisor, the Food Service Union Spokesperson, and the Human Resources Director. Requests must be made to the Committee by an employee or their designee no later than thirty (30) working days after all his or her leave time has been exhausted. Requests must be accompanied by a statement from a physician which includes the beginning date of the condition, a description of the severe, acute or life-threatening injury or illness and a prognosis for recovery. Requests should indicate the estimated number of sick days required. The amount of sick leave granted for each request will be determined by the Committee. No employee wo is receiving disability benefits from the Social Security Administration, the Veteran's Administration, or it's absent for illness or injury due to a work-related accident (which is compensable under the Illinois Workers' Compensation Act), may use donated sick days. The Committee will render a written decision to the employee within five (5) working days after the Human Resources Director receives the request.

8.3 Personal Business Leave

The Board and Union agree that one (1) day of the sick leave days may be used for personal business leave for the purpose of business which cannot be performed other than during regular working hours. Personal business leave is defined as business other than recreation, pleasure, and vacation. Request to use personal business leave must be submitted in writing five (5) working days prior to the date requested. In the event of an emergency prior written notice may be waived.

Personal business leave may not be used the day before or after a holiday, except with prior administrative approval. Unused personal business leave will return to sick leave day(s) and may be accumulated indefinitely.

ARTICLE IX – Duration of Agreement

9.1 Duration

This Agreement shall remain in full force and effect from the date of its execution and shall continue until midnight, June 30, 2028, and June 30 to July 1 thereafter, unless either party gives written notice of desire to modify or terminate within ninety (90) days prior to June 30, 2028, or June 30 thereafter.

9.2 No Strike/ No Lockout

During the term of this Agreement:

A. It is specifically understood that neither the Union nor its members shall participate in or encourage, either directly or indirectly, a strike or any other form of interference with the normal operations of the school system or any of its programs.

B. The Board shall not lock out the Union nor its members during the term of this Agreement, and any extensions thereof. No employee covered by this Agreement, nor the Union, nor any person acting on behalf of the Union, will ever or at any time engage in, authorize, or instigate any strike, slow-down or other refusal to render full and complete services to the Employer.

9.3 Employee Discipline

The Board agrees that its rules and regulations governing employee conduct shall be reasonable and that enforcement of employee discipline shall be fair and for cause. This section does not apply to any employee during their probationary period ninety (90) working days of employment in the District.

IN WITNESS WHEREOF, the Parties hereto have executed the Agreement this day, month, year.

DANVILLE COMMUNITY CONSOLIDATED SCHOOL DISTRICT #118
DANVILLE, ILLINOIS

X_____
Darlene Halloran, President
Danville Board of Education

X_____
Lakesha Robinson, Secretary
Danville Board of Education

INTERNATIONAL UNION OF OPERATING ENGINEERS 399
CHICAGO, ILLINOIS

X James Gleich
James Gleich, Business Agent
AFL-CIO Local 399

X Pat Kelly
Patrick J. Kelly, President
AFL-CIO Local 399

EXHIBIT

Any bargaining unit member who has nowhere to step will be considered off schedule and will receive a 4% annual increase.

Kitchen Monitor	2026-2027	2027-2028
	Rate	Rate
A	$17.87	$18.19
B	$18.13	$18.45
C	$18.65	$18.98
D	$19.17	$19.51
E	$19.69	$20.04
F	$20.21	$20.57
Kitchen Helper	2026-2027	2027-2028
	Rate	Rate
A	$18.10	$18.42
B	$18.44	$18.77
C	$18.97	$19.31
D	$19.52	$19.86
E	$20.06	$20.42
F	$20.60	$20.97
G	$21.14	$21.52
H	$21.68	$22.07
I	$22.22	$22.62
Assistant Manager	2026-2027	2027-2028
	Rate	Rate
A	$19.73	$20.08
B	$20.13	$20.49
C	$20.53	$20.89
D	$20.91	$21.29
E	$21.31	$21.69
F	$21.71	$22.10
G	$22.10	$22.49
H	$22.50	$22.90
I	$22.97	$23.38
J	$23.13	$23.54