

**LABOR AGREEMENT**

**BETWEEN**

**Chartwells Dining Services, a Division of Compass Group, North America**

**and**

**The Service Employees' International Union, SEIU Local 73,**

**For the Food Service Employees at Lake Ridge School Corporation, Gary, IN**

**September 1, 2023 to August 31, 2026**

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## **ARTICLES OF AGREEMENT**

This Agreement is made and entered into by and between the CHARTWELLS DINING SERVICES, a division of Compass Group serving the Lake Ridge School Corporation (hereinafter referred to as the "Employer") and the SERVICE EMPLOYEES' INTERNATIONAL UNION SEIU LOCAL 73, (hereinafter referred to as the "Union").

### **ARTICLE I** **RECOGNITION, UNION SECURITY AND MANAGEMENT RIGHTS**

#### **Section 1 - Union Recognition**

The Employer agrees to recognize the Union as the sole and exclusive bargaining agent with respect to rates of pay, wages, hours of work and other related conditions of employment for all employees in the bargaining unit. The Union agrees to establish and maintain itself as the collective bargaining representative for all employees in the bargaining unit for such matters.

#### **Section 2 - Unit Defined**

The bargaining unit shall include all employees employed in the preparation and serving of food, in the Lake Ridge School System, excluding management and supervisory personnel. All work performed in the food service area by bargaining unit employees shall be in accordance with this Agreement.

#### **Section 3 - Union Security**

XI. Since all employees coming within the job classifications of this Agreement, whether members of the Union or not, have equal representation by the Union under this Agreement, and share equally in the benefits contained in this Agreement, it is considered only fair that each such employee shall bear his or her share of the cost to the Union in its administration of this Agreement. All employees coming within the job classifications of this Agreement, whether members of the Union or not, beginning on the 30th day following the beginning of such employment or on the effective date of this Agreement, whichever is the latter, pay to the Union

each month of their employment thereafter, if a Union member, the Union's regular and usual periodic dues, initiation fees, and any uniform assessments, and if not a Union member, then, as a service charge, an amount equal to the assessments uniformly required by all Union members, all as certified in writing by the Secretary-Treasurer of the Union. The Employer agrees, upon being given thirty (30) days' notice by the Union, to discharge such of its employees, coming within the job classification of this Agreement, as shall be in default for more than thirty (30) days in payment of the monthly charges herein provided. This provision shall be enacted so far as is allowable by applicable law.

## XII.

### Section 4 - Payroll Deduction of Dues

#### A. Authorization Cards Required

After receiving an individually signed voluntary deduction authorization card, the Employer will deduct Union Membership dues and fees from the employee's wages in an amount designated by the Secretary Treasurer of the Union.

B. The Employer shall deduct from the wages of any and all employees who so authorize such deduction, in writing on a form to be agreed upon, the initiation fees and or regular monthly dues and and/or financial obligations required under this Article. The deduction shall begin with the first pay period that commences after the authorization form is received. The Union shall notify the Employer by certified mail of the amount of the initiation fees and union dues and/or financial obligations to be deducted. The Employer agrees to remit on a monthly basis the total sum deducted for dues to the Officers of the Union designated by it for that purpose, on or before the fifteenth (15<sup>th</sup>) day after the first pay period of each following month. Initiation fees shall be deducted and remitted in accordance with a schedule to be submitted by the Union.

#### C. Payment in Case of Insufficient Earnings

In case earnings for any period are insufficient to cover dues, payment for such dues shall be made by the employee directly to the Union.

#### D. Indemnification

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms or liability that shall arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this section, or in reliance of any list, notice or assignment furnished under any of such provisions.

### Section 5 - COPE Deductions

#### A. Authorization of COPE Deductions

Upon receipt of a lawfully executed written authorization by the employee or until such authority is revoked by the employee, contributions to the S.E.I.U. Committee on Political Education, managed and operated by the Union.

Contributions in the amount designated by the employee shall be deducted from the employee's pay each pay period. The S.E.I.U. Committee on Political Education shall refund to the employee any contributions, which may have been transferred erroneously, or any monies, which may be remitted erroneously.

B. S.E.I.U. COPE Indemnification

XIII. The Union agrees to indemnify and hold the Company harmless against any and all claims suits, orders, or judgments against from any actions taken or not taken by the Company pursuant to the provisions of this Agreement.

Section 6 - Union Visitation

The President of the Union or his authorized representative shall have the right to visit work locations for the purpose of observing working conditions, insuring that the Agreement is being complied with, meeting with Management on grievances, and talking with employee members of the bargaining unit; provided, however, that such visits shall be conducted as expeditiously as possible and shall not interfere with the duties of the employees or the normal operation of the school cafeterias or the schools. The President or his authorized representative shall, check in with the Food Service Director first. Meetings with Management shall be arranged in advance for mutually agreeable time and date.

Section 7 - Non-Discrimination

The Employer agrees that there shall be no discrimination for reasons of sex, age nationality, race, religion, veteran's status, disability, political affiliation, Union membership, or Union activities in keeping with applicable Federal and State statutes.

Section 8 - Management Rights

Section 1. Except as expressly modified by a specific provision of this Agreement, all the authority, rights and powers which the Employer had prior to the signing of this Agreement are retained by the Employer and remain exclusively and without limitation the rights of management. Only express modifications contained in specific provisions of this Agreement constitute limitations upon such authority, rights and powers.

Section 2. Examples of the authority, rights and powers which are hereby vested in the Employer, with only such modification as is expressly stated in a specific provision of this Agreement, include, but are not limited to, the following: The right to schedule, adjust, and assign work and hours of employees; to assign and require overtime work; to determine production requirements and the methods by which such production shall be accomplished; to hire, promote, transfer, reclassify, suspend, discipline, demote, layoff or discharge employees; to determine the work to be done by the Employer's employees; to determine the size of the work force and the amounts and kinds of supervision necessary; to temporarily or permanently shut down its entire operation or a portion thereof; to temporarily or permanently move its entire operation or a portion thereof to another location(s); to establish or change rules and safety standards; to establish or change work standards; to establish or change standards of quality and quantity of work; and to determine the creation, continuance, termination, change or consolidation of jobs or of partial or total operations (including discontinuance of their performance by Company employees). If the

Employer does not exercise rights reserved to it or if it exercises such rights in a particular way, it shall not be deemed a waiver of the right to exercise such rights or of the right to exercise such rights in other ways not in conflict with the express terms of this Agreement.

Section 3. The Union recognizes the Employer's right to subcontract work, provided that the subcontracting of work does not directly cause the lay-off of a bargaining unit employee unless it's beyond the control of the Employer (i.e., client request, local, state or federal requirement, etc.)

#### Section 9 - Union Notification

On a monthly basis, the Employer shall furnish to the Union a list of all current bargaining unit employees in an Excel and or in an agreed-upon format and transmitted electronically to the Union. Such list shall, include each employee's first and last name, discharges/terminations, resignations, last four digits of the employees' social security number, job title, , work location, home address, personal telephone numbers, person email addresses (if available), birth date, -date of hire, base hourly pay rate, employee identification number and employment status, i.e., full time, part time or seasonal. All if available and not otherwise prohibited by law from being conveyed

#### Section 10. New Titles

In addition to the aforementioned classifications of employees, any new job titles for full time and regular part time employees of the Employer, will automatically become a part of the bargaining unit and will immediately be covered by and subject to all of the terms and conditions of the Collective Bargaining Agreement. Excluded employees include confidential employees, clerical, manager, and supervisors as defined in the National Labor Relations Act, and any position where the employee has an individual employment agreement (if such position and employee is outside of the Union's jurisdiction under the NLRA.

#### Section 11. Outsourcing.

The Employers will notify the Union whenever it proposes to outsource or subcontract work currently being completed by bargaining unit employees, identifying the reason for such a decision and the anticipated length of such an activity. Whenever such subcontracting or outsourcing would result in the discharge or layoff of an employee covered by the bargaining agreement, the Employer will meet and bargain with the Union regarding its decision and its impact prior to subcontracting, outsourcing, or otherwise attempting to contract out work currently being performed by employees of the bargaining unit.

In bargaining, the Employer will provide the Union with relevant information demonstrating the economic benefit of such a decision or other critical factors substantiating the business benefit of such a decision. Whenever subcontracting or outsourcing results in the discharge or layoff of an employee covered by this agreement, those affected employees shall have the opportunity to exercise their rights under Article VI (Seniority, Layoffs and Recalls) of the Agreement.

## **ARTICLE II** **SENIORITY**

### **Section 1 - Probationary Period**

The first ninety (90) working days of employment for all new employees shall be considered a probationary period for purposes of this Agreement.

### **Section 2 - Seniority Defined**

Seniority is defined as the length of continuous length with the Employer. However, the Employer agrees to recognize and allow the seniority to carry over of employees previously employed by the Lake Ridge Schools and hired by Chartwells Dining Service as of January 1, 2008 in the following areas:.

Layoff – Recall - Job Bidding - Overtime  
Scheduling of unpaid time off

### **Section 3 - Seniority Tie Breaking Procedure**

If two (2) or more employees have the same date of hire or start date in a classification, their respective position on the seniority list shall be determined by alphabetical order of their last names, from A-Z.

### **Section 4- Length of Service**

Employees' Length of Service (Seniority) and Classification Seniority will not be affected if the following occurs:

- If an employee bids into a lower classification.
- Demoted
- Promoted to a higher classification and does not pass probation

## **ARTICLE III** **GRIEVANCE PROCEDURE**

### **Section 1 - Definition of Grievance**

A grievance shall be defined as a violation, misinterpretation or misapplication of the terms of this Agreement.

### **Section 2 - Procedure**

Step 1. In the event an employee believes that there is a basis for a grievance, he or she shall present the alleged grievance in writing to the Food Service Director within ten (10) calendar days

of the date the employee first knew or should have known of the act or condition upon which the alleged grievance is based.

Step 2. If a grievance is not resolved informally, the grievant shall contact Local 73 representatives who shall then submit the grievance in written form to the District Manager, Food Service within ten (10) calendar days from when the employee first knew or should have known of the act or condition upon which the alleged grievance is based. The parties shall meet as soon as possible to resolve the grievance. Within ten (10) calendar days after the grievance has been submitted to the District Manager, Food Service, he/she shall render a decision in writing on the grievance.

Step 3. If the grievant is not satisfied with the answer in Step 2, he or she may proceed to Step 3 by submitting such grievance within seven (7) calendar days of receiving the answer at Step 2 to the Regional Director. Within ten (10) calendar days after hearing the grievance, the Regional Director shall render his/her decision in writing on the grievance. The grievance meeting may be held via telephone conference.

Step 4. If the Union is not satisfied with the answer in Step 3, it may proceed to Step 4 within ten (10) calendar days of receiving the answer by notifying the Employer that the Union wishes to submit the grievance to final and binding arbitration. The Arbitrator shall be selected by the Federal Mediation and Conciliation Service in accordance with its rules which rules shall likewise govern the arbitration procedures. The Arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. The Arbitrator's report shall be binding. The fees and expenses of the Arbitrator in all cases shall be shared equally by the Union and the Employer.

### Section 3 - Time Limits

The time limits in this Article shall be strictly observed. The failure of the grievant to process the grievance from one step to another within the time limits so prescribed shall constitute a waiver of the grievance and be construed as a withdrawal of the grievance from the grievance procedure. The failure of the employer to respond to a grievance within the prescribed time limits shall cause the grievance to advance to the next step of the procedure. The time limits provided for herein may be extended by mutual written agreement of the parties.

### Section 4 - No Strike or Lock-Out

The parties to this Agreement agree that the employees covered by this Agreement shall not engage in any strike, including sympathy strikes, and that the Union and its officers, agents, representatives and members shall not in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike or sympathy strike. It is further agreed that the Employer will not lock out employees covered under this Agreement.



## **ARTICLE IV** **WORKING CONDITIONS**

### **Section 1 - Job Descriptions**

There shall be a written job description for each employee classification. In addition, insofar as practicable, each employee shall receive a written description of his/her regular work assignment. Employees shall be provided with a copy of the job description of their classification.

### **Section 2 - Hours of Work**

The regularly scheduled work week shall be Monday through Friday. If an employee shows up for work and has clocked in, the employee will receive a minimum of two (2) hours pay at their straight time rate.

### **Section 3 - Assignment of Additional Hours**

For purposes of this Article, the principle of seniority will be utilized in determining the selection of employees for overtime (additional hours) work on a building-wide basis by job classification. The most senior employee based upon service in the building in classification for which overtime (additional hours) is available and who would not go into overtime pay status (time and half) shall be offered overtime (additional hours) first and then a cycle of rotation shall occur until the list is exhausted. The cycle will then return to the most senior employee. If no volunteers respond in the building and in the job category for which overtime (additional hours) is available, overtime (additional hours) shall then be assigned in inverse seniority order by classification in the building where the overtime (additional hours) is occurring to those associates who would not go into overtime pay status (time and half). This system will continue at the building level until the necessary overtime (additional hours) hours are filled. Any employees refusing overtime in their turn shall lose their place on that cycle of the overtime list, and shall not be eligible until the next turn on the list.

### **Section 4 - Overtime Pay**

Employees performing work in excess of forty (40) hours per week or eight (8) hours per day shall be compensated at the rate of time and one-half their regular pay.

### **Section 5 - Health and Safety**

The Employer and the Union shall encourage all members to work in a safe manner and both parties will cooperate in the enforcement of all health and safety laws and regulations. Employees shall not be required to work under unsafe or hazardous conditions.

### **Section 6 - Required Company Meetings**

When employees are required to attend meetings by the Employer at any time other than their normal working hours, they will receive the appropriate rate of pay which will not be less than their regular hourly rate of pay for the time spent at such meeting.

#### Section 7- Serv-Safe Training:

Serv-Safe training shall be held on the premises of Lake Ridge School Corporation. The Employer will make every effort to schedule the Serv-Safe training at a time convenient for all parties. If an employee is required to do training off premises, not during work hours, they shall be paid one and one-half (1 ½) times their straight times their straight rate of pay.

#### Section 8 - Bargaining Unit Work

Bargaining unit work shall be performed exclusively by bargaining unit employees, and, as needed, substitute employees, except when there are no unit employees to perform the work needed for the legitimate service needs of the customer or for the instruction of personnel.

#### Section 9 - Catering Events

Whenever a head cook is responsible for the preparation and execution of a full catering meal (i.e. breakfast buffet, lunch buffet) as designated by the Director of Dining Services that head cook (or the associate designated as head cook by the Director due to the absence of that head cook) shall be paid at at their current rate for all hours worked on the day of the catering event. If the Company assigns an employee to assist in such catering, that employee shall be paid at their current rate for all hours worked on the day of the catering event. These wage rates shall not be subject to any wage increase provided for the in the parties' collective bargaining agreement. Upon request, Management may provide training in catering skills. Management will schedule the training.

#### Section 10 - Summer School

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

- a) Opportunities to work in the summer shall first be offered to the most senior qualified bargaining unit employee by classification.
- b) If there are no volunteers, then the least senior qualified employee within the classification will be required to perform the work. If the least senior employee refuses the assignment, the Employer is free to fill the position from any available source. The least senior employee refusing may be subject to discipline.

### ARTICLE V VACANCIES

#### Section 1 - Vacancies

Vacancies shall be filled on the basis of qualifications, ability, and seniority. These being relatively equal, preference shall be given to the employee with the most seniority.

## Section 2 - Posting

All vacant positions shall be posted on the bulletin board throughout the District's cafeterias for a period of five (5) days prior to the position being filled on a permanent basis. The Union shall be notified of any such posting. Such vacancy posting shall include title, hourly wage rate, and location. The Employer may temporarily fill the job during the time the employees are bidding for the position. A current employee may be selected to fill the job from the candidates who bid on the position, unless it can be shown that no qualified applicant is available. The Union will be notified in advance before the creation of any new job classifications. It is agreed that before any new classifications are implemented, the Union will be given the opportunity to present any objections to such classifications.

## Section 3 - Promotion

An employee who has been a successful bidder under this Article and promoted to a higher classification shall serve a thirty (30) working day probationary period in the new assignment. Should an employee's work during the probationary period be unsatisfactory, the employee will be reassigned to the classification from which he/she was promoted and his/her wage rate will be adjusted accordingly.

## Section 5 - Temporary Assignment

Employees who are assigned to a position of higher classification (i.e., higher wage rate) for more than thirty (30) consecutive minutes during the normal work day shall receive the hourly wage of the higher classification. Provided the employee has the necessary skill to perform the job duties.

## Section 6 - Involuntarily Transfer

Should the Employer involuntarily relocate an employee from one work site to another, the Employer shall notify the Union and the employee in advance of the reassignment, providing as much advance notice as possible, and advise as to whether the reassignment is anticipated to be short-term (less than 30 calendar days) or long-term (greater than 30 calendar days). Should the duration be anticipated to be long-term, the Employer and the Union will discuss to try and identify any other alternatives that may exist. The Employee is entitled to the grievance process. This does not apply Client's request for removal.

# **ARTICLE VI** **LAY-OFF AND RECALL**

## Section 1 - Notice of Layoff

The Company shall make every effort to notify affected employees and the Union of any layoff at least two (2) weeks in advance if possible, prior to the layoff or as far in advance as practical. No regular employee shall be on lay-off status while substitutes are employed.

## Section 2 - Determination Factors

In cases of layoff and recall the Company agrees to consider the following factors: (1) seniority, and (2)

qualifications to perform the work available. The Company agrees that in the event the employees are equally qualified, then seniority shall prevail.

### Section 3 - Layoff Procedure

Should there be a need to reduce the number of employees; a layoff shall be done in reverse order of seniority provided that the remaining senior employees are qualified to perform the work. If an employee is designated to be laid-off from his/her position, such employee may, if his/her seniority allows, and no open positions are available, bump the least senior employee in his/her job classification or a lower job classification, provided that the employee is qualified to perform the job.

### Section 4 - Recall Procedure

No new employees shall be hired into a job classification while a bargaining unit employee in that job classification is on layoff. Employees shall be recalled from layoff by seniority, the most senior employee first provided that the employee is qualified to perform the job. Employees who are laid off shall be eligible for recall for a period of one (1) calendar year from the beginning of the following school term after the layoff.

Employees who are eligible for recall shall be given ten (10) calendar days' notice of recall. The employee must notify the Company of his/her intention to return with five (5) days after receipt of mailing of the recall notice. The Company shall be deemed to have fulfilled its obligation by mailing the recall notice by certified mail, return receipt requested, to the last known address provided to the Company by the employee. For recall after summer, eligible employees shall be given twenty (20) calendar days' notice of recall. The employee must notify the Company of his/her intention to return within five (5) days after receipt of the recall notice.

### Section 5 - Use of Non-Bargaining Unit Employees While Employees are on Layoff

No non-bargaining unit employees shall be utilized for catering while any regular employees are on layoff, unless no regular employees, including regular employees on layoff, are willing to work the catering event.

### Section 6 - Bumping into A Lower Classification.

When, due to a decrease of the work forces or the elimination of a job, an employee elects to accept a lower classification than he/she is currently holding rather than accept a layoff,- and the employee is being paid over their current classification rate, they will continue to receive the same difference in their wage rate when they move to the lower classification.

## **ARTICLE VII** **DISCIPLINE**

### Section 1 - Just Cause

Disciplinary action will not be taken against a bargaining unit employee except for just cause. Disciplinary action shall mean suspension without pay and/or discharge. This section shall not apply to employees who have less than ninety working days of employment. For non-probationary employees, the Company shall use progressive

discipline for work rule violations or disciplinary matters relating to job performance. However, the Company reserves the right to discharge or suspend for violations of a more serious nature without following the progression outlined below.

1<sup>st</sup> Written Warning

2<sup>nd</sup> Written Warning

Final Warning and Suspension

Discharge

#### Section 2 - Employee's Rights in Discipline Case

- A. An employee shall be informed and have the right to respond in writing if anything of a derogatory nature is placed in his/her personnel file. The employee will initial and date the material to indicate that he/she has seen the material. Such signing of the material shall not be construed to indicate agreement as to the contents of the material. If the employee chooses to respond in writing, he/she shall do so within twenty (20) working days, and his/her response will be attached to the material and placed in the employee's personnel file. The employer shall acknowledge receipt and placement of the written response in the employee's file. The contents shall not be subject to the grievance procedure; however, in the event of a suspension or discharge, the content of the materials and the written response may be introduced into evidence and argued on its merits by either party at any step of the Grievance Procedure.
- B. At such time as an employee is disciplined under this Article, the employee will be advised of the discipline in the presence of a steward. When an employee requests confidentiality in the presence of a steward, the employee shall sign written documentation confirming his/her voluntary request for confidentiality. A copy of the written notice, requesting confidentiality, shall be sent to the Union. The steward shall not unreasonably refuse to cooperate or participate.
- C. Disciplinary or corrective counseling notices may not be considered as a step in progressive discipline if they were written more than twelve (12) months prior to the date of a new disciplinary or corrective counseling action.

#### Section 3 - Union Notification

The Union shall be notified within three (3) days in writing whenever an employee is suspended, discharged or disciplined. Such notice shall include the reasons for the discharge or suspension.

Copies of the disciplinary notice shall be distributed as follows;

One copy - Employee

One copy - Union Representative

One copy - Employee's file (Personnel file)

## **ARTICLE VIII**

### **LEAVES**

#### **Section 1 - Leave of Absence**

Leave of absence without pay or benefit shall be granted to employees with two (2) or more years of continuous service with the employer for a period up to one (1) year for conditions of ill health, military service, or any other reasons approved by the employer. Request shall be made in writing to the Food Service Manager and supported by credible medical opinions, if requested.

#### **Section 2 - Family Medical Leave Act (FMLA)**

The Employer agrees to abide by the Family Medical Leave Act. Employees who qualify for leave under FMLA shall be given the option whether or not they may use their accumulated paid time off during such leave.

#### **Section 3 - Illness Pay**

Each ten (10) month school year, all non-probationary employees will be entitled to seven (7) paid sick days to be used during the school year. Sick days shall not be carried over past the current school year. If an employee is absent for more than two (2) consecutive days, the Employer may require a note from a doctor or a medical emergency room verifying the illness, treatment, and/or release before the employee is allowed to return to work. Employees will not receive payment of sick days upon separation of employment. All non-probationary employees shall be eligible for paid sick leave based on the following Schedule:

3 ½ days during the first five (5) month half of the school year

3 ½ days and all remaining unused days during the second five (5) month half of the school year.

Employees hired during the course of either five (5) month half of the school year, will be eligible to receive 2 ½ sick days, the next month immediately following the completion of their probationary period, in accordance with Article II, Section 1- Probationary Period, as outlined in this agreement. Unused sick days will be paid out at the end of the school year.

#### **Section 4 - Bereavement Leave**

In the case of the death of a parent or legal guardian, brother, sister, husband, wife, domestic partner, child or step child, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, analogous relatives of the employee's domestic partner or a relative who is a member of the immediate household of the employee, members of the bargaining unit who have completed probation will be excused without loss of pay from day of the death to the day after the funeral, inclusive, provided the absence does not exceed three (3) working days. Where travel distances exceed 500 miles, the employee shall be granted up to two (2) additional days off, with pay, for travel or to attend to other funeral related matters. The Employer may request reasonable verification.

### Section 5 - Jury Duty

An employee shall receive leave to serve on a jury in any State, Federal or Local court, without loss of pay. Upon receiving notification of the jury summons, the employee must notify his/her supervisor. The employee will be paid the difference in his/her jury duty salary and his/her regular salary on presentation to the supervisor of certification of jury duty for a maximum of twenty (20) days.

## **ARTICLE IX** **WAGES AND BENEFITS**

### Section 1 - Wages

Classification	2023
Head Cook	\$15.00
FSW/Cashier	\$13.75
FSW	\$13.00

Effective on the first day of school based on the official school calendar for 2024-2025, all non-probationary employees' wage rate shall be increased by THREE percent (3.0%). Non-probationary shall be eligible for a one-time bonus one-half percent (1/2%) of total pay for the school year of 2023-2024 if there is one or fewer worker comp injury requiring medical attention and zero out of work days.

Effective on the first day of school based on the official school calendar for 2025-2026, all non-probationary employees' wage rate shall be increased by THREE percent (3.0%). Non-probationary shall be eligible for a one-time bonus one-half percent (1/2%) of total pay for the school year of 2024-2025 if there is one or fewer worker comp injury requiring medical attention and zero out of work days.

All employees who are trained and have the skills necessary to work the register will be paid at the Server/Cashier rate.

### Section 2- Paid Holidays

Each non-probationary employee will be allowed eight (8) paid holidays. They are: Labor Day, Thanksgiving Day, Christmas Day (effective in 2023) Christmas Day, New Year's Eve (effective in 2024) New Year's Day, Martin Luther King, Jr.'s Birthday, President's Day, Good Friday and Memorial Day. Employees must work both their scheduled day before and the scheduled day after the holiday in order to receive holiday or on a pre-approved day off.

### Section 3 - Vacation Benefits

After one (1) year of continuous employment with Chartwells, employees will accrue one-half (1/2) vacation day a month up to a maximum of five (5) vacation days. After five (5) years of employment, employees will receive an extra day of vacation for a total of six (6) days and effective 2024-2025 after fifteen (15) years of employment, employees will receive an extra day of vacation for a total of seven (7) days. Accumulated vacation days will be paid at the end of the school year based upon the regular daily work schedule of the employee at the time the benefit is paid.

#### Section 4- Insurance

The employer will put into eligible (those on the payroll as of December 18, 2020) employees' pay the amount of \$138.00 per month to replace the prescription drug coverage payment formerly to the Local 73 Health & Insurance Fund, which no longer exists, toward the cost of Prescription Services Insurance Fund, which no longer exists, toward the cost of Prescription Service Insurance for each employee.

Any employee who was the payroll as of December 18, 2020 who does not take the health insurance offered by the employer will receive an opt-out payment of \$125.00 per month.

Section 4.1. – Eligibility All regular full-time employees, (those on a regular schedule of 30 hours per week or more) effective the first of the month following 60 days of employment, shall be eligible to participate in the Employer's health insurance program and the Employer's, dental, vision and life insurance programs described below. Plan content may change, but it shall be the same as offered to all Compass Group employees in the region. The Employer may not make significant changes to content without first negotiating with the union.

##### A – Life Insurance:

Life Insurance in the amount of \$10,000.00 shall be provided by the Company for all eligible employees at no cost to the employee.

##### B– Health Care Coverage:

Premium co-pay deductions are made from the employee's bi-weekly paycheck. Eligible employees who elect health care coverage pay a premium share on a bi-weekly basis as shown below:

Bronze Plan – Employer 80%, Employee 20% \

Silver Plan – Employer 80%, Employee 20%

Gold Plan- Employer 60%, Employee 40%

##### C – Dental Coverage

Eligible employees may purchase dental coverage via the DEN50 Plan or the Dental HMO (DHMO).

##### D – Vision Coverage

Eligible employees may purchase dental coverage via the VSP Comprehensive Vision Plan or the Exam Plus Plan by paying a full premium via payroll deduction.

Section 4- 2. Family/Employment Status Changes: After the initial open enrollment period employees may only change their elections once each calendar year. This open enrollment period is usually during the month of November, with an effective date of change as January 1st. The provisions of these elections and the bi-weekly payroll deduction are subject to the applicable plan descriptions and IRS regulations.



Generally, once benefit selections are made, they remain in effect for the rest of the plan year (January 1 – December 31). However, employees may change some of their choices during the year if they have a family or employment status change and notify the Employer in writing within thirty (30) days of the change. A family/employment status change, (as currently defined by the Internal Revenue Service), includes:

1. Marriage, divorce or legal separation, (there must be a court order granting the divorce or legal separation).
2. Death of spouse or other dependent.
3. Birth or legal adoption of a child.
4. Spouse's termination or commencement of employment.
5. Employee or spouse switching from part-time to full-time status.
6. A significant change in the employee's or spouse's health care coverage due to your spouse's employment.
7. Employee or spouse taking an unpaid leave of absence.
8. Dependent reaches an age which means they are no longer eligible for benefits under Compass program.

Section 4-3. Upon termination of employment, all insurance coverage shall cease immediately with the following exceptions:

If an employee is granted an unpaid leave of absence in accordance with the FMLA, coverage shall continue for up to twelve (12) weeks, provided all regularly required premium contributions are received. Life insurance will continue for the full period of the leave.

Section 4.4. An open enrollment period shall be held annually in November. Enrollment forms specific to this site shall be made available to all eligible employees during the enrollment period. Every eligible employee must complete enrollment each year in November to ensure up to date benefit selection, including beneficiary designation.

#### Section 5 - 401 (k)

Eligible employees will be entitled to participate in the Compass 401 (k) Plan in according to the terms of the Plan.

#### Section 6 - Uniforms

All employees will receive five (5) shirts and five (5) aprons and two (2) hats. These employees shall also receive up to eighty-five dollars (\$85.00) per school year for the purchase of uniform pants and/or slip-resistant shoes. Employees must present a receipt showing the purchase of uniform pants and/or slip-resistant shoes to be reimbursed. Employees must wear other clothing and footwear as determined by the employer.

### ARTICLE X SUCCESSOR EMPLOYER

The Company agrees not to sell, transfer, or assign its interest in the corporation to another employer or corporation, without notifying such new employer or corporation of the existence of the parties' labor agreement.

## ARTICLE XI

### EFFECT OF THE AGREEMENT

Should any Article, Section, or Clause of the Agreement be declared illegal, said Article, Section or Clause, as the case shall be automatically deleted from this Agreement to the extent that it violates the law, but 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 Article, Section or Clause.

## ARTICLE XII

### DURATION MODIFICATION AND RENEWAL


This Agreement shall be in full force and effect as of September 1, 2023-to and including August 31, 2026 and shall be automatically renewed from year to year thereafter unless terminated or changed in the manner provided hereinafter. Should the Employer or Union desire to change or terminate this Agreement, written notice thereof shall be served by mail upon the other not more than ninety (90) days nor less than sixty (60) days prior to August 31, 2023 or any anniversary date thereof.

Executed this date of \_\_\_\_\_

**CHARTWELLS**  
A Division of Compass Group USA, Inc.

SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 73, DIVISION 208

DecuSigned by:  
*Amy Carrigan*  
A128FAAD21254DC  
Area Director

  
President

Director of Dining Services

Brandon Bales  
Director

DocuSigned by:  
Deborah Thornton  
71081008875C455  
Labor Relations Director

WAGE RATES

2023 Wage Rate	2024-3%	2025-3%
\$18.81	\$ 19.37	\$ 19.96
\$15.24	\$ 15.70	\$ 16.17
\$15.21	\$ 15.67	\$ 16.14
\$15.00	\$ 15.45	\$ 15.91
\$14.49	\$ 14.92	\$ 15.37
\$13.79	\$ 14.20	\$ 14.63
\$13.75	\$ 14.16	\$ 14.59
\$13.39	\$ 13.79	\$ 14.21
\$13.00	\$ 13.39	\$ 13.79