

**AGREEMENT**

**BY AND BETWEEN  
K-12 BY ELIOR**

**AT**

**EAST CHICAGO SCHOOLS  
2700 CARDINAL DRIVE  
EAST CHICAGO, IN 46312**

**AND**

**SEIU LOCAL 73**

**EFFECTIVE DATES:**

**FROM: OCTOBER 16, 2022**

**TO: OCTOBER 15, 2025**

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## **PREAMBLE**

### **Section 1.**

This AGREEMENT made and entered into, by and between K-12 by Elinor, at East Chicago School, 2700 Cardinal Drive, East Chicago, IN 46312, ("Employer" or "Company"), and SEIU Local 73, Change To Win (CTW), CLC, ("Union"), is for the purpose of providing a clear and concise document by which the parties can equitably establish a relationship within the meaning of the National Labor Relations Act.

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

## **ARTICLE 1 – RECOGNITION**

**Section 1.** The Employer recognizes the Union as the sole and exclusive bargaining representative with respect to salaries, hours of employment and other conditions of employment for all regular full-time and regular part time employees of K-12 by Elinor at East Chicago Schools, 2700 Cardinal Drive, East Chicago, IN 46312, in the classifications identified in Appendix A (Wages). Excluded from the bargaining unit shall be employees in classifications not identified in Appendix A, Food Service Directors, confidential and clerical employees, professional employees, casual/substitute employees, temporary employees, supervisors, and guards as defined in the National Labor Relations Act.

### **Section 2. New Titles**

In addition to the aforementioned classifications of employees, any new job titles for full time and regular part time employees of K-12 by Elinor at East Chicago Schools, that are not specified in Appendix A, 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 Food Service Director(s), confidential and clerical employees 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 the Union's jurisdiction under the NLRA and are in a job title that is not represented by the Union in accordance with Appendix A).

**Section 3. Bargaining Unit List:** On a monthly basis, K12 by Elinor at East Chicago Schools shall furnish to S.E.I.U Local 73 a list of all current bargaining unit employees in an excel file and/or in an agreed-upon format and transmitted electronically to S.E.I.U Local 73. Such list shall include each employee's first and last name, job title, department, work location, home address, personal telephone numbers, personal email addresses (if available), birthdate, original date of hire, adjusted date of hire, base hourly pay rate, language preference, race, gender, hours worked year to date, overtime hours worked year to date, bonus hours year to date, employee identification number, employment status, i.e., full time, part time and member/nonmember status, All if available and not otherwise prohibited by law from being conveyed.

## **ARTICLE 2 – DEFINITIONS**

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

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

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

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

## **ARTICLE 3 – RESPECT AND DIGNITY**

Section 1. The Employer and Union agree that each employee and supervisory representative of the Employer shall be treated with dignity and respect. Verbal abuse, threats, or harassment, including sexual harassment, by employees, Food Service Director or supervisors towards each other will not be tolerated. Discipline shall be handled in a professional manner.

## **ARTICLE 4 – NON-DISCRIMINATION**

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

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

Section 2. Gender. The use of pronouns “he” or “she” and the suffixes “men” or “women” shall not be interpreted to refer to members of only one sex, but shall apply to members of either sex.

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

at any time in the future.

## **ARTICLE 5 – MANAGEMENT’S RIGHTS**

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

Section 2. Except as modified by this Agreement, the Employer’s right to manage its business shall include, but not be limited to, the right to hire, promote, demote, transfer, assign, and direct its work force; to discipline, suspend, or discharge; to retire or relieve employees from duty because of lack of work or other legitimate reasons; to determine and require standards of performance and to maintain discipline, order and efficiency; to determine operating standards, operational and other policies; to determine methods and procedures; to determine the quantity and type of equipment to be used; to increase or decrease the work force; to determine the number of departments and employees therein, and the work performed by them; to determine processes to be employed in the work place; to determine the number of hours per day or week individuals work and operations that shall be carried on; to establish and change work schedules, hours and assignments; to subcontract as long as it does not result in the layoff or displacement of employees, except in cases of significant mechanical breakdown, fire, or flood; to discontinue or relocate any portion or all of the operations now or in the future that are carried on at the facility covered by this Agreement; to schedule hours of work, including overtime; to add shifts or terminate existing shifts in accordance with customer need; to determine job content and classifications required; and to make and enforce all reasonable rules relating to work, operations, and safety. None of the above provisions shall be exercised in a capricious or arbitrary manner, and shall not be implemented without good and just cause.

## **ARTICLE 6 – UNION MEMBERSHIP**

Section 1. The Employer does not object to Union membership by its employees and understands they have certain rights to such membership as covered by the National Labor Relations Act. For the purposes of this Section, an employee shall be considered to be a member of the Union if he/she timely tenders the dues required for purposes of representation.

For this purpose, the Employer shall notify the designated Union representative of the starting date of new employees within thirty (30) days of their start date.

The Employer will grant the S.E.I.U Local 73 Representative(s) an opportunity at a mutually agreeable time during the orientation of new employees to present the benefits of Union membership, at which time the S.E.I.U Local 73 Representative(s) may give such employees a copy of the Agreement between the S.E.I.U Local 73 and the Employer.

Non-regularly scheduled employees who work less than twenty (20) hours per week will not be required to become members of the Union.

Section 2. Employees covered by this Agreement are not required to become or remain a member of the Union. Employees covered by this Agreement are not required to pay dues, fees, assessments, or other charges of any kind or amount to a labor organization. Employees covered by this Agreement are not required to pay a charity or third party any amount that is equivalent to or a pro-rata part of dues, fees, assessments, or other charges required to be a member of a labor

organization. Employees covered by this Agreement may choose to undertake any of the aforementioned activities; however, said choice is the employee's and employee's alone. The aforementioned activities are not conditions of employment or necessary for the continuation of employment. Neither the Employer nor the Union will threaten, coerce, or in any manner attempt to sway an employee's choice to undertake or not undertake any of the aforementioned activities.

The Employer and Union agree that a covered employee may change their decision in regard to the aforementioned activities at any time, and said decision will not have an effect on the employee's continuation of employment or any condition of employment. Upon notifying the Employer or Union of their changed decision, the Employer and the Union shall honor that decision.

Section 3. The Employer and Union agree that should this Article and/or Agreement as written be determined to be in violation of Indiana law, then this Article is deemed void.

Section 4. Hiring. Subject only to the provisions of the preceding Section 1 and of Article 12 (Seniority), the Company shall have the right to hire such persons as it may from time to time require without regard to the Union affiliation of such persons.

Section 5. Union Activity. The Company agrees that it will not discriminate against, interfere with, restrain, or coerce any employee because of membership in the Union. The Union agrees that it will not require of employees the payment as a condition of becoming or remaining a member of the Union, of any fee, which is discriminatory. The Union further agrees that its Officers, Members and Agents will not engage in Union activity on company time or property in such manner as to interfere with the efficient operation of the School District nor in such manner as to interfere with the work or attendance at work of any employee.

Section 6. Deductions for Union Dues.

For the purposes of this section, an employee shall be considered to be a member of the Union if he/she timely tenders the dues required for purposes of representation. All employees covered by this Agreement who are members of the Union shall be required to pay Union dues and an initiation fee, if assessed. Upon confirmation by the Union that an employee covered by this Agreement has authorized checkoff of dues, assessments, or fees, the Employer shall deduct such dues, assessments, and fees from wages owed to that employee, unless the Union informs K-12 by Elicor at East Chicago Schools that the authorization is revoked by the employee in accordance with the terms set forth on the employee's checkoff authorization. The Union will submit to K-12 by Elicor a list of employees who have authorized checkoff of dues and shall provide K-12 with verification that checkoff of dues, assessments, or fees have been authorized by the employee. Such as by a written authorization, signed by the employee, which includes authorizations created and maintained by use of electronic records and electronic signatures. The Union, therefore, may use electronic records to verify Union membership, authorization for voluntary deduction from earnings of an amount equal to initiation fees and the regular monthly dues uniformly applicable to members of the Union for remittance to the Union. To verify enforcement window periods for revoking such authorization, and to verify authorization for voluntary deductions from wages or payments for remittance to SEIU COPE Funds.

K-12 by Elicor 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



K-12 by Elmor by certified mail of the amount of the initiation fees and union dues and/or financial obligations to be deducted. K-12 by Elmor 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 tenth (10th) day after the first pay period of each month. Initiation fees shall be deducted and remitted in accordance with a schedule to be submitted by the Union.

Section 7. Indemnification. It is understood and agreed that the Union will indemnify the Company and save it harmless from any and all claims which may be made against it by an employee or employees for amounts deducted from wages as herein provided.

Section 8. SEIU COPE.

The Union has established a Political Action Committee, which is called SEIU COPE. Union members may contribute voluntarily to this committee to support the political activities of the Union. Regional agrees to deduct the contribution amount established by the committee per pay period, from the wage of employees who voluntarily authorize in writing such deductions. Such amounts shall be remitted to the Union in a separate check thirty (30) days after the close of the pay period for which the deductions are made.

## **ARTICLE 7 – BARGAINING UNIT WORK**

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

Section 2. The Employer will make efforts to limit the hiring of temporary agency employees; however there may be circumstances when the use of temporary agency employees is necessary. The use of temporary agency employees shall not permanently displace regular bargaining unit employees nor deprive bargaining unit employees of opportunities for overtime.

## **ARTICLE 8 – LABOR-MANAGEMENT COMMITTEE**

Section 1. The Employer and Union agree that there shall be a Labor-Management Committee consisting of no more than three (3) individuals from each party, depending on unit size. Committee members shall be designated, in writing, by each party to the other. Meetings will be held at mutually agreeable times and places so as to apprise the other of problems, concerns, and suggestions related to the operations and the work force, all with the aim of promoting better understanding between the parties. Meetings will be held within fifteen (15) days after either party so requests, but not more than one time each month during the academic year. A written agenda shall be established for each meeting. Such meetings shall not be construed as opening the Agreement for negotiations, nor shall any subject matter at the meetings constitute a step in the grievance procedure. Employees shall be paid at their regular hourly rate for time spent at Labor-Management Committee meetings.

## **ARTICLE 9 – SAFETY**

Section 1. The Employer is responsible for maintaining a safe working environment and shall supply all safety devices and equipment required by law.

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

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

Section 4: The Employer agrees to reimburse or pay for the cost associated to testing per City/State Requirements associated to TB testing when obtained at the Employer's designated health care facility.

The Employer also agrees to reimburse or pay for the cost associated to the required East Chicago Food Service Handlers' Card.

## **ARTICLE 10 – VISITATION**

Section 1. This Article provides a Union visitation process that will ensure the proper balance between operations and the accredited representative visitation to the Employer's public and private business areas for the purposes of conferring with the Employer and the Union Steward and monitoring the administration of this Agreement. Management can withhold access to the premises for legitimate reasons. However, access will not be unreasonably withheld.

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

## **ARTICLE 11 – UNION STEWARDS**

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

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

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

Section 4. The Chief Steward will be considered the most senior employee for the purpose of layoff and recall only.

Section 5. If the overall number of bargaining unit employees—either in the total unit, on a specific shift, or in a specific work area—changes significantly, the Parties will meet to discuss the number of Stewards.

Section 6. Upon the Union's request and subject to the Employer's business requirements, union members serving as stewards or alternate stewards under this contract shall be granted special training leaves to attend group trainings provided by the union. The size of the group attending such training will be subject to business needs of the Employer but shall not be less than half the number of stewards provided for in this contract, and the time period for such group training leave shall not exceed two (2) days in any month or four (4) days in any year. Such leaves will be unpaid and will not adversely affect an employee's seniority or benefits. The Union will work with the Employer to schedule such training in a manner that minimizes the impact of the attendees' absence on the Employer's business, and will provide the Employer with as much notice as is practicable, which in any event shall not be less than five (5) working days.

## **ARTICLE 12 – SENIORITY**

Section 1. "Seniority" shall be defined as the employee's length of continuous service with the Employer as measured from the employee's record date of hire by the Employer in the operation covered by this agreement. "Seniority" for any employee who transfers into the unit after the effective date of this Agreement shall be defined as the employee's length of continuous service as measured from the employee's most recent date of hire by the Employer, provided that such date of hire shall not pre-date any break in service occurring before the transfer. "Classification Seniority" shall be defined as the employee's length of continuous service within his/her classification as measured from the date the employee first entered the classification at this unit.

Employee's length of continuous service with the Employer as measured from the employee's record date of hire by the Employer in the operation covered by this agreement will be used for purposes of layoff, recall, shift preference.

Classification Seniority will be used for purposes of overtime and job bidding within same class.

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

Section 2. The Employer shall furnish to the Union, upon its request, a copy of an up-to-date seniority list at the start of every contract year which shall include the name and address of each

employee along with their most recent job title, noting any who have quit and any who are on leave of absence.

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

- a) Resignation or other voluntary termination of employment.
- b) Discharge for just cause.
- c) Failure to return to work within ten (10) working days after the Employer gives the employee written notice to return to work, and failure to notify the Employer of their intentions to return to work within five (5) working days after such notice is given. Such notice shall be deemed to have been sufficiently given if sent to the employee by a reliable, documented, means to the last address furnished by the employee to management.
- d) If the employee is laid off and is not recalled for a period of five (5) years for those employees with two (2) or more years of service. For those employees with less than two (2) years of service, their period of recall shall be limited to a maximum of two (2) years. Employees will be required to contact the Employer during the month of June of each year to maintain their eligibility.
- e) Working during a leave of absence, except for work in conjunction with a leave for Union business.

**Section 4: 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 within new class.

## **ARTICLE 13 – PROBATION**

**Section 1.** Newly hired employees shall be deemed to be probationary during their first ninety (90) calendar days. Days lost from work during the ninety (90)calendar day probation period shall not be considered in computing the ninety (90) day calendar period and shall not break the continuous employment. Notice of probation period extension shall be sent to the Union within five (5) working days of starting the extension period. During the probation period, an employee may be terminated in the sole discretion of the Employer without recourse to this Agreement. Unless otherwise provided in this Agreement, a probationary employee is not eligible for any benefits set forth in this Agreement.

**Section 2.** The Seniority of an employee who has completed the probationary period shall date back to the date of said employee's first day of work as probationary employee. In the event more than one employee started work on the same day, the names of the employees shall be added to the seniority lists by an agreed lottery.

## **ARTICLE 14 – JOB POSTING**

**Section 1.** Any new position or vacancy as determined by management shall be posted on the bulletin boards that the employees read from, for not less than seven (7) consecutive working days. Those within the classification will be allowed during the first three (3) days of the posting to submit a bid for a lateral transfer to another building or facility. Employees awarded such a lateral transfer shall not be entitled to any increase to their wages as a result of the transfer. Persons shall apply for the posted vacancies by sending a written request to the Unit Food Service Director. All employees who are on layoff when an opening occurs shall be notified of the opening by mail at the last known address on file with the Employer. Requests for consideration from qualified employees on layoff must be received in writing within seven (7) calendar days of the mailing of the posting to the employee's home. The Employer will make every effort to conduct interviews within ten (10) working days of the closing of the posting.

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

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

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

Nothing contained in this Article shall prevent the Employer from temporarily filling a job vacancy for up to ten (10) working days.

**Section 4.** If there are no qualified bidders in accordance with the preceding Sections, the Employer shall open the bidding to employees who have been awarded a position within the last six (6) months, provided they are qualified as stated in Section 3. If there are still no qualified bidders, the Employer shall have the right to go to the outside to fill the position.

**Section 5.** Any employee filling a job classification covered by this Agreement from a lower-paid classification shall be on a trial period for the first twenty (20) days worked in the new classification. If at any time during such trial period the Employer determines that the employee cannot meet the job requirements, the Employer may return the employee to that employee's former position. The employee so returned shall not suffer any loss of seniority. The decision to return the employee to their former position shall not be subject to any progressive discipline procedure.

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

immediately.

Section 7. All covered under the collective bargaining agreement are employees of the district and may be moved to a different site based on business need. The Employer shall notify the Union and the employee in advance of A reassignment, providing as much advance notice as possible, and advise as to whether the reassignment is anticipated to be short-term (less than 14 calendar days) or long-term (greater than 14 calendar days).

## **ARTICLE 15 – LAYOFF AND RECALL**

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

Section 2. Written notice shall be provided to the S.E.I.U Local 73 and the Chief Steward will be notified at least thirty (30) days prior to the effective date of the layoff.

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

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

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

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

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

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

e) The employees shall be notified by telephone and certified mail to the last updated address of the date they are to report back for work. If the employer is unable to notify the employee personally within twenty-four (24) hours, then notice shall be by mail, return receipt requested, notifying said employee of the date and hour said employee should return to work. If an employee is ill or for any other reason prevented from reporting to work, said employee may so notify the Employer by either telephone, return mail, return receipt requested, within three (3) work days from the receipt of said notice or recall, and if said employee's reason for not returning to work is recognized as a valid reason under the terms of this Agreement, the employee's seniority will not be lost.

## **ARTICLE 16 – LEAVES OF ABSENCE**

**Section 1.** Upon written notice to the Employer, an employee with at least one (1) year of service may apply for a personal leave of absence of up to forty-five (45) calendar days. An employee must submit a written request at least thirty (30) calendar days in advance; however, the Employer will consider exceptions for unforeseen circumstances. The application shall specify the reason and the requested length of time for leave. The leave may be extended for thirty (30) calendar days by mutual agreement of the parties in writing in advance of the conclusion of the original leave and will not be unreasonably denied. The employee shall give a minimum of fourteen (14) calendar day's notice of such request. All leave requests shall be approved in the sole discretion of the Employer and must include a return to work date.

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

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

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

**Section 4.** An employee returning from FMLA/Union leave, or a management approved personal leave of forty-five (45) days or less, shall be entitled to reinstatement to his/her position, hours, and work unit unless the position has been eliminated or modified as a result of layoffs or other legitimate business needs. Vacancies created by such leaves shall not be subject to the Job Posting requirements and may be filled temporarily at the Employer's discretion.

In such event, the employee shall retain their benefit and seniority status possessed at the time of the initial leave.

**Section 5.** The Employer may, in accordance with the Job Posting requirements, fill vacancies created by personal leaves of more than forty-five (45) days.

Employees returning from management approved personal leaves of forty-four (44) days or less shall be entitled to the previous position occupied and retain their benefit and seniority status possessed at the time of the initial leave.

Section 6. Holidays, sick days, and other benefit entitlements shall not continue to accrue during any leave of absence, except as required by applicable law and Section 2.

Section 7. K-12 by Elor may place an employee on a leave of absence, to which the same terms of an employee requested leave shall apply. In all cases, however, K-12 by Elor will comply with the Americans with Disabilities Act of 1990.

## **ARTICLE 17 – DISCIPLINE & DISCHARGE/JUST CAUSE**

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

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

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

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

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

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

Section 5. An employee shall be permitted to have a Shop Steward or Union Representative at any meeting with the Employer, or its agents, which meeting is for the purpose of investigating alleged misconduct by the employee that might be the basis for, or which may result in, discharge, suspension or other disciplinary action with respect to the employee. If the employee indicates that he/she wishes a steward to be present, and one is not available, the disciplinary meeting shall be temporarily postponed unless it is suspension or suspension with intent to discharge. In



such cases, another bargaining unit person of the employee's choosing shall be asked to sit in as a witness. If it is not a suspension or suspension with intent to discharge, the discipline shall be delayed until the employee's next shift

## **ARTICLE 18 – GRIEVANCE PROCEDURE**

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

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

**Step 1:** The parties share a common goal of attempting to resolve most matters informally without resort to the grievance process. Toward this end, the parties will attempt to address issues promptly as they arise. Any grievance shall be submitted in writing to the Assistant Food Service Director within ten (10) working days of its occurrence or of the date when the employee or the Union first became aware of the circumstances giving rise to the alleged grievance. The Assistant Food Service Director shall provide a documented response within five (5) working days after receipt of the grievance.

**Step 2:** If not resolved satisfactorily at Step 1, a grievance shall be submitted in writing to the Food Service Director or their designee by the Union within ten (10) working days after receipt of the response at Step 1. The grievance shall set forth the alleged facts of the grievance, the specific Article(s) and Section(s) alleged to have been violated, and the remedy that is being sought. Either the Food Service Director or their designee or the Union shall request a meeting for the purpose of resolving the grievance prior to the Employer's decision. The meeting shall be held within five (5) working days of being requested and will never exceed two (2) paid employees. Within five (5) working days of the meeting the Employer shall deliver to the Union a written reply, which shall provide for a decision in the matter and the reason(s) for the decision.

**Step 3:** If the grievance is not settled to the satisfaction of the Union at Step 2, the Union, within ten (10) calendar days after receiving the Food Service Director or their designee's reply, shall submit the grievance to the Food Service Director or their designee in writing setting forth the alleged facts of the grievance, which shall also include the specific Article(s) and Section(s) of the Agreement that the Union believes have been violated and the remedy being sought in this matter. Either the Food Service Director or their designee or the Union shall request a meeting for the purpose of resolving the grievance prior to the Employer's decision. The meeting shall be held within ten (10) calendar days of being requested. Within ten (10) calendar days of the meeting, the Employer shall deliver to the Union a written reply to the alleged grievance, which shall provide for a decision in the matter and the reasons for the decision.

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

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

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

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

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

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

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

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

## **ARTICLE 19 – HOURS OF WORK AND OVERTIME**

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

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

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

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

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

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

Section 4. The text in this Article shall not establish a guaranteed work schedule, number of days or hours to be worked in a work week, or the hours to be worked in a day.

Section 5. For employees who work less than seven (7) hours in a day, they shall be entitled to fifteen (15) minutes of paid break time. For employees who work seven (7) hours, but less than eight (8) in a day, they shall be entitled to twenty (20) minutes of paid break time. For employees who work eight (8) hours or more in a day, they shall be entitled to thirty (30) minutes of paid break time. For those employees who desire a thirty (30) minute unpaid meal period, they will accordingly be scheduled for such. Breaks will be scheduled by the Food Service Director.

Section 6. The Employer shall provide a free, wholesome meal as determined by management.

Section 7. 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 overtime assignment, the Employer is free to fill the position from any available source. The least senior employee refusing overtime may be subject to discipline.

## **ARTICLE 20 – WAGES**

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

Section 2. Any employee who works in a higher classification for a minimum of two hours shall receive Fifty cents (\$0.50) per hour above the employee's current rate of pay or the rate of that higher classification, whichever is greater for the hours so worked. An employee temporarily assigned to work in a lower paid classification shall retain their rate. Such work will be assigned as determined by management.

Any employee who receives a promotion to a higher classification shall receive twenty-five cents (\$.0.25) per hour above the employee's current rate of pay or the rate of that higher classification, whichever is greater.

Section 3. All employees shall be compensated at their regular rate of pay for any training required by the Employer. In addition, employees shall be eligible for travel reimbursement in

regard to any such training. Section 4. Unless applicable law requires otherwise, Employees must choose to participate in one of the following systems for payment of wages and reimbursements:

- The Employer's direct deposit system.
- The Employer's "Money Services Network" debit pay card system

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

Section 6. Any employee who works in a higher classification and delegating duties will receive received fifty cents (\$0.50) per hour above the employee current rate of pay or the rate of that higher classification, whichever is greater for the hours so worked.

Section 7. Catering Premium

Any employee who accepts to work a catering event which is outside the normal school hours and caters for a minimum of two hours shall receive twenty-five cents (\$0.25) per hour above the employee's current rate of pay.

## **ARTICLE 21 – REPORTING PAY**

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

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

## **ARTICLE 22 – CALL-IN EMERGENCY**

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

Section 2. Payment for time worked on call in emergency shall be the employee's regularly scheduled hours at the employee's regular pay. Employees shall perform any such tasks as assigned.

Payment for time worked on call in emergency shall be a minimum of half the employee's regularly scheduled hours at the employee's regular pay. Employees shall perform any such tasks as assigned.

## **ARTICLE 23 – 401k**

Section 1. Eligible full-time employees may be eligible to participate in the Company 401(k) Retirement Plan. All Employees may elect to participate in the Elor NA Hourly 401(k) Plan once they meet the eligibility rules. The features of the Plan (service provider, loan and withdrawal provisions, and available investments) may change at any time according to changes applied to all Elor NA employees, or as required to meet legislative changes. All investment and administrative fees are paid by the Employee. Employees become eligible following completion of one year of service and attainment of age 20.

## **ARTICLE 24 – INSURANCE**

Section 1. Elor NA will provide eligible employees the opportunity to elect to be covered under Medical Benefits provided through an Elor NA -selected provider. The plan(s), plan design(s) and schedule(s) of benefits may be adjusted from time to time in line with changes in the Medical package for all Elor NA Employees. Other changes include a change in the insurer, health maintenance organization, or other service provider that provides the benefits or establishes the network of participating providers. For new eligible employees' coverage will begin the 1st of the month following 30 days of employment.

## **ARTICLE 25 – HOLIDAYS**

Section 1. All non-probationary employees of the bargaining unit shall be entitled to the paid holidays each year, as enumerated in Appendix D.

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

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

Section 4. Employees scheduled off on a holiday must work their scheduled day before and their scheduled day after the holiday in order to be paid for the holiday, unless they are on jury duty or bereavement leave. Employees scheduled to work on the holiday must work their scheduled day before the holiday, their scheduled day after the holiday, and the holiday itself in order to be paid for the holiday, unless they are on jury duty or bereavement leave. Employees who call in sick on either the day before or the day after the holiday or on the holiday itself may

be requested to furnish proof of illness for the holiday to be paid.

## **ARTICLE 26 – PERSONAL DAYS**

Section 1. All Non-Probationary employees shall be eligible for personal days. Personal days shall be determined based on length of service as follows, and may only be used on days that the operation is shut down:

Employees who have completed their probationary period shall be entitled to two (2) personal days with pay during the academic year.

Employees with more than one (1) year of service shall be entitled to four (4) personal days with pay during the academic year. Section 2. Employees shall become eligible for the specified personal days at the start of each academic year.

Section 3. Personal days shall be paid at the employee's regular hourly rate times their regularly scheduled daily hours at the time of the absence.

Section 4. Personal days may not be carried over from year to year and any unused days shall be paid out at the end of the school year. The Employer shall not be liable to incur any additional costs relating to processing this payment beyond normal payroll cost.

Section 5. Employees will be able to use personal days during the academic school year. Only one employee at a time at each school can take their personal based on seniority order.

### Section 6. Donation of Personal Days

Employees shall be allowed to donate personal days to fellow members of their union bargaining unit if said employee has exhausted all personal leave time. Employees may only receive as many days as needed, for a maximum of five (5) donated days per fiscal year. The Union steward can send out a request to all bargaining unit members asking for donation of personal time on behalf of the bargaining unit member seeking the donation. Completed forms will be submitted for review to Director of Human resources by the employee requesting the donation. Requests shall not be unreasonably be denied.

## **ARTICLE 27 – VACATIONS**

Section 1. All full-time and part-time employees shall be eligible for vacation. Vacation shall be determined based on length of service as follows:

- Employees with one (1) year of Seniority shall be awarded five (5) days vacation with pay.

Section 2. Employees shall become eligible for the specified vacation amounts on their anniversary dates.

Section 3. Vacation earned under this Agreement may not be carried over from year to year any unused days shall be paid out at the end of the school year. The Employer shall not be liable to incur any additional costs relating to processing this payment beyond normal payroll cost.

Section 4. Vacation shall be paid at a rate of the individual employee's regular rate of pay, multiplied by their regularly scheduled hours.

Section 5. Employees whose employment terminates shall be paid all current year vacation on a pro-rated basis.

Section 6. If employees' available vacation is not reported on the standard pay stub, the employer shall provide on a quarterly basis a report indicating each employee's available vacation.

Section 7. Employees will be able to use vacation time during the academic school year. Only one employee at a time at each school can take their vacation based on seniority order. Two (2) weeks notice must be given and management must approve.

## **ARTICLE 28 – TRAVEL ALLOWANCE**

Section 1. Any employees who are required to utilize their own vehicle, or are requested to perform work at another location, shall receive a mileage allowance at the rate of the prevailing IRS rate in effect, or be reimbursed the appropriate fee for use of public transportation, if necessary.

## **ARTICLE 29 – BEREAVEMENT LEAVE**

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

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

Section 3. For the purposes of this Article, the term "immediate family" shall be defined as current husband, current wife, current domestic partner, children or step children, parents or legal guardian, brother, sister, grandparents, grandchild, current mother-in-law, and current father-in-law.

Section 4. Additional time off may be granted to an employee, without pay, when travel is required to attend the funeral of those mentioned above.

Section 5. Employees may request up to three (3) days unpaid bereavement leave for non-immediate family members.

Section 6. The Employer may require documentation in support of any requests for time off under this Article.

## **ARTICLE 30 – JURY DUTY**

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

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

## **ARTICLE 31 – BULLETIN BOARDS AND BUTTONS**

Section 1. The Employer shall permit the Union the reasonable use of bulletin boards for the purpose of posting information. Copies of postings shall be provided to the Food Service Director in advance of posting and shall not be inflammatory, defamatory, or disparaging toward the Employer or the Employer's client(s).

Section 2. Employees shall be permitted to wear a one (1)-inch Union button while performing their duties, provided the wearing of such button does not pose a hazard to the public, the employee, or machinery, and the button is not inflammatory, defamatory, or disparaging toward the Employer or the Employer's client.

## **ARTICLE 32 – TEMPORARY TRANSITIONAL DUTY PROGRAM**

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

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

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

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

Section 5. Nothing herein shall be construed to add to or diminish the obligations of the parties



under the Americans with Disabilities Act and/or state or local law relating to accommodation of disabilities.

## **ARTICLE 33 – ALCOHOL AND DRUG ABUSE POLICY**

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

**Section 2.** The Company may implement a drug and alcohol testing policy, which includes testing for reasonable cause, testing in conjunction with an accident or injury, and pre-employment testing.

## **ARTICLE 34 – UNIFORMS**

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

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

**Section 3.** If an employee destroys, damages, or loses their uniform, the employee will be responsible for the cost of replacement.

**Section 4.** Employees must wear the uniform as directed by the Employer.

**Section 5.** Except for a one (1)-inch Union button as provided in this Agreement, no non-uniform apparel shall be worn.

**Section 6.** The Employer will reimburse employees for up to thirty-five dollars (\$35.00) per academic year towards the purchase of safety shoes purchased through one on the Employer's approved shoe vendors.

## **ARTICLE 35 – NO STRIKE/NO LOCKOUT**

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

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

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

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

## **ARTICLE 36 – SUCCESSORS**

Section 1. This Agreement shall be binding upon the parties, their successors, and assigns. In the event the Employer's facilities are sold or assigned, the Employer shall notify the Union in writing and give notice to the purchaser or assignee of the existence of, and operations covered by, this Agreement.

## **ARTICLE 37 – SAVINGS CLAUSE**

Section 1. If any provision of this Agreement is subsequently rendered by legislative or administrative action or declared by any court of competent jurisdiction to be unlawful, unenforceable or not in accordance with applicable law, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, and the parties agree immediately to negotiate for the invalidated portion thereof.

## **ARTICLE 38 – TOTAL AGREEMENT**

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

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

## ARTICLE 38 -- DURATION OF AGREEMENT

**Section 1.** This Agreement shall be in full force and effect as of October 16, 2022, and shall be in effect up to and including October 15, 2023. If either party desires to negotiate changes in this Agreement to take effect upon its termination, the party shall give reasonable notice of such intent.

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

IN WITNESS WHEREOF, K-12 by Elinor Negotiations, at East Chicago Schools, 2700 Cardinal Drive, East Chicago, IN 46312, and SEIU Local 73, have caused this Agreement to be signed by their duly authorized representatives as of this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

K-12 BY ELIOR AT EAST CHICAGO SCHOOLS  
2700 CARDINAL DRIVE  
EAST CHICAGO, IN 46312

Angela Brumfield

Angela Brumfield, Director Human Resources

2/28/2023.

Date DocuSigned by:

Michael Hale

Mike Hale Food Service Director

2/16/2023

Date

Dan Palmer

Dan Palmer, President

Date

Brandon Boles

Brandon Boles, Division Director

Mary H. O'Leary

Negotiation Team Member

Debra Barnes

Negotiation Team Member

Stephanie D'Angelo

Negotiation Team Member

Domenic Manno

## **APPENDIX "A" (WAGES)**

**Section 1.** The starting rates shall be as follows:

Job Classification	Start Rate
Lead	\$16.50
Cook	\$16.00
Food Service Worker	\$13.00
Utility	\$13.00
Driver	\$16.00

If management determines a need to amend the wages, the Union will be notified and a discussion will occur prior to implementation.

- Driver Rate may be higher based on licenses, certifications and/or experience.
- Employee(s) who have twenty (20) or more years length of service and their title is Food Service Worker and Utility starting rate will go up to \$13.25.

**Section 2.** General Wage Increase

Employees who are at or above the start rate shall receive the following increases. Wages are effective with the start of the pay period closest to the following dates:

October 16, 2022	3%
October 16, 2023	2.5%
October 16, 2024	2.5%

## **APPENDIX “B” (UNIFORMS)**

**Section 1.** The Employer will provide Employees with uniforms to be used daily in the performance of their duties.

**Section 2.** The uniform consists of:  
**Three (3) shirts**

**Aprons**  
**Hair Nets**

**Section 3.** The Employer will reimburse employees for up to thirty dollars (\$30.00) per academic year towards the purchase of safety shoes purchased through one on the Employer’s approved shoe vendors.

## **APPENDIX “C” (UNION STEWARDS)**

**Section 1.** There shall be three (3) union stewards and three (3) alternates. Union Stewards shall be allocated in the following manner:

One (1) steward for: Block, Lincoln and Washington

One (1) steward for: Central, West Side

One (1) steward for: Harrison, McKinley, Gosch

**Section 2.** The Union shall appoint one of the stewards as a “Chief” steward.

## **APPENDIX “D” (HOLIDAYS)**

Labor Day  
Veteran’s Day  
Thanksgiving Day  
Day After Thanksgiving Day  
Dr. Martin Luther King Day  
President’s Day  
Good Friday  
Memorial Day  
July 4<sup>th</sup> (for those working in the summer)

## **APPENDIX “E” (Drug/Alcohol Test Implementation Guidelines)**

### **K-12 by Elior Drug/Alcohol Test Implementation Guidelines**

#### **POST-ACCIDENT SUBSTANCE ABUSE TESTING**

##### **A. Circumstances When Testing Will Be Required**

As permitted by law, K-12 by Elior will conduct drug and/or alcohol testing following on-the-job accidents, as defined in Section C, below, in accordance with the procedures set forth in this Article.

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

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

##### **B. Prohibited Substances:**

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

- \*ALCOHOL
- \*AMPHETAMINES (Including MDMA)
- \*COCAINE
- \*MARIJUANA
- \*OPIATE METABOLITES
- \*PHENCYCLIDINE (PCP)
- \*6-monoacetylmorphine (6-MAM; a heroin-specific metabolite)
- \*Additional substances may be added as evidence of use dictates.

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

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

##### **C. Post-Accident Testing:**

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

For any Employee who is involved in an Employee Accident, K-12 by Elior will conduct drug and alcohol testing.

All Employee Accidents must be reported to the K-12 by Elior Food Service Director or other

designated person or Food Service Director within one hour of the event – unless there are circumstances that make reporting within 1 hour impractical or impossible – but no later than three hours of the event.

Post-Accident drug and alcohol testing should occur as soon as is practical but not later than 32 hours after the occurrence of an event meeting the above criteria. Employees must report for testing within thirty-two (32) hours. If an Employee fails to do so, it will be deemed refusal to test, absent a reasonable explanation.

**D. Collection of Samples/Lab Analysis:**

**1. Specimen Collection:** All specimen collection for drugs and alcohol will be performed in accordance with generally accepted scientific methods. K-12 by Elinor will use chain-of-custody procedures.

**2. Specimen Analysis:** Test methods permitted by state law shall be utilized. For confirmation purposes of any test screened “non-negative,” K-12 by Elinor will retain only a laboratory certified by the Substance Abuse and Mental Health Services Administration (SAMHSA). The laboratory will be required to maintain strict compliance with federally approved chain-of-custody procedures, quality control, maintenance and scientific analytical methodologies.

**3. Split-sample Analysis:** The Employee may request that a confirmation test on the specimen be conducted. That request must be made in writing within three business days after being notified of the positive test result. The analysis of the split sample shall be obtained from a separate, unrelated certified laboratory chosen by the Employee and shall be at the Employee's expense.

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

**E. Alcohol Testing Procedures:**

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

**F. Review and Notice of Rights:**

K-12 by Elinor contracted Medical Review Officer will contact any Employee testing positive for the presence of a prohibited substance. The Employee will be allowed to present medical documentation to explain any permissible use of a drug. All such discussions between the Employee and the MRO will be confidential. K-12 by Elinor will not be a party to or have access to matters discussed between the Employee and the MRO, except to respond to a claim made in a grievance, arbitration, lawsuit or administrative charge. Until the Employee contacts the MRO or a reasonable time has lapsed after the Employee was asked to contact the MRO, K-12 by Elinor will not be advised of the test result.

If legitimate, medically supported reasons exist to explain the positive result, the MRO will report the test result to K-12 by Elinor as a negative. If there is no legitimate, medically supportable reason for the positive test result, the MRO will report the test result as a positive. K-12 by Elinor will then notify the Employee of the positive result, the substance(s) detected and the Employee's right to a split-sample analysis.

There will be no medical review of a positive test for alcohol or a positive test of a split specimen. No medical explanation for alcohol in an Employee's system will be accepted. If, during the course of an interview with an Employee who has tested positive, the MRO learns of a medical condition, or medication for a medical condition, which could, in the MRO's reasonable medical judgment, pose a risk to safety, the MRO may report that information to K-12 by Elinor.

If the result is reported to K-12 by Elinor as positive by the MRO, K-12 by Elinor will notify the Employee in writing of the following:

1. The result of the test;
2. The Employee's right to have a split sample analyzed;



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

**G. Consequences:**

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

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

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

**H. Confidentiality:**

Unless otherwise limited by law, information and records relating to testing, test results, drug or alcohol dependencies, medical restrictions, and legitimate medical explanations provided to the medical facility, the MRO, or K-12 by Elinor designated Human Resources Director as part of K-12 by Elinor drug and alcohol testing program, shall be kept confidential and maintained in medical files separate from Employees' personnel files. Such information shall be the property of K-12 by Elinor and may be disclosed to Human Resources, the MRO, and to K-12 by Elinor Food Service Directors and supervisors on a need-to-know basis. Such information also may be disclosed where relevant to a grievance, charge, claim, lawsuit, or other legal proceeding initiated by or on behalf of an employee or prospective employee.

**I. Employee Assistance:**

Employees with personal alcohol and drug abuse problems should request confidential assistance through local support agencies or, if applicable, K-12 by Elinor health insurance program or K-12 by Elinor Lifeworks program, (888) 267-8126. Employees who undergo voluntary counseling or treatment, and who continue to work, must meet all established standards of conduct and job performance including these Guidelines. While the mere voluntary request for assistance with an alcohol or drug abuse problem will not result in any constructive counseling, such requests will not prevent disciplinary action for violation of K-12 by Elinor's Drug and Alcohol Use Policy and will not prevent termination for a positive result.