

AGREEMENT BETWEEN

Aviands / K12 by Elio

AT WAUKEGAN SCHOOL DISTRICT

AND

LOCAL 73, SERVICE EMPLOYEES
INTERNATIONAL UNION
(SE.I. U.)

EFFECTIVE DATES:

FROM: August15 2022
TO:AUGUST 30,2027

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PREAMBLE

Section 1. THIS AGREEMENT made and entered into this 15th day of **August, 2022** by and between K-12 BY ELIOR located at the Waukegan School District No 60, Lake County, Illinois (hereinafter as the "Employer" or the "Company") and Local 73 S.E.I.U. (hereinafter as the "Union").

Section 2. It is the purpose and intent of the parties hereto that this Agreement shall promote harmonious labor relations between the Company and the employees. This Agreement will set forth rates of pay, hours of work, and other conditions of employment.

ARTICLE 1- RECOGNITION

Section 1. The Company recognizes the "Union" as the sole and exclusive collective bargaining agent for all full-time and regularly scheduled part-time general food service employees employed by the Company at the Waukegan School District No. 60, excluding office clerical employees, guards and/or watchmen, substitutes, supervisors, office assistant and management trainees and excluding all other employees in accordance with the National Labor Relations Act, as amended This Agreement shall not be construed to extend to, or affect in any other phase of the Company's business. The term "employee" or "employees" as used in this Agreement shall be construed to include only the classifications of employees set forth in this Article and Schedule "A" and shall not be construed to include any other employees of the Company in any of the Company's other divisions, branches or units. Full time employee is defined as an employee who is regularly scheduled to work thirty (30) hours or more a week on a regular basis and regularly scheduled part-time is defined as an employee who works less than thirty (30) hours per week on a regular basis.

Section 2. A representative of the Union will be granted admission to the Company's premises on Union business at reasonable times during working hours with prior notification to the Sr. Food Service Director or the Director's representative, as long as there is no disruption to the work provisions.

ARTICLE 2 - DEDUCTION AND UNION SECURITY

Section 1. Dues Deductions. The Company will deduct Union dues for all those who have signed Union Payroll Authorization cards. Dues deductions will be made in equal monthly installments. The "Payroll Authorization Card" and the "Termination of Dues" must be processed by the Union.

Section 2. Fair Share Agreement. No employee shall be required to join the Union as a condition of employment. However, during the term of this Agreement, all nonunion members covered by this Agreement shall be required to pay a fair share fee to the Union. After certification as provided below, such fair share fee shall be deducted by the Employer from the earnings of the non-member employees, in an amount not to exceed Union dues per paycheck and paid to the Union by the 15th of each month.

The Union shall indemnify, defend and hold harmless the Company, its members, agents, and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability or loss including, but not limited to, damages, attorneys' fees and costs that shall arise out of or by reason of the above provisions of this clause, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions.

Section 3. Voluntary COPE Deductions. The Board agrees to honor contribution deduction authorizations from bargaining unit members for the Service Employees International Union, Committee on Political Education (COPE) on standardized forms supplied by the Union. Said contributions shall be on a voluntary basis, shall not be a condition of membership in the Union or employment by the District, shall be deducted from employees' regular paychecks, can be refused without reprisal and shall continue until revoked, in writing, by the employee to the Union or until the employee terminates employment with the District.

Section 4. Activity Report. The Employer shall provide to the Union, on a Quarterly basis, a unit activity report of current active bargaining unit members that will list retirements, resignations, discharges, terminations, leaves of absence, suspensions, reinstatements, re-appointments, transfers (change of departments and change of payroll), appoints (which also includes promotions and demotions), and deaths. Each month the Employer will provide to the Union the current month's unit activity report and the updated report from the previous month. This list shall include for each employee contact information (cell number, home email if available, home address), pay rate, job title, unique identifier used by the employer, FTE, hire date, shift, and name.

Section 5. The Employer shall include the 'payroll Authorization Card', in a new hire packets and distribute it on the first date of hire. Each month, the employer will allow a union representative up to one hour to meet with all new employees without loss of pay to take part in a union orientation. The Employer will also recognize electronic applications for membership as utilized by the Union in accordance with applicable state and federal law as acceptable forms of the payroll Authorization Card.

ARTICLE 3 - UNION SECURITY AND UNION RIGHTS

Section 1. Indemnification. The Union shall indemnify and save the Company harmless against any and all claims, suits, or other forms of liability that shall arise out of or by reasons of action taken by the Company for the purpose of complying with any of the foregoing provisions. This shall not release the Company from its duty to remit as provided in this Article.

Section 2. Membership in Good Standing. Employees covered by this Agreement, who were members of the Union before the effective date of this Agreement, shall continue to be members in good standing as a condition of employment. Employees covered by this Agreement who were not members in good standing before the effective date of this Agreement shall become members in good standing within thirty (30) calendar days of the date of this Agreement.

ARTICLE 4 -MANAGEMENT RIGHTS

The management of the business and the direction of the employees, including the right to hire, establish reasonable work rules and regulations, promote, demote, transfer, discipline or discharge for just cause, and the right to lay off employees because of lack of work or other legitimate reasons, is vested exclusively in the Company, subject to the specific terms of this Agreement. The establishment, modification and enforcement of operating standards, quality of operating standards, quantity and quality of production and workmanship, methods and schedules of operations, assignment of work, assignment of routes and any written description of work to be accomplished on each job is reserved for the Company the event of change of equipment or decrease in the volume of the work to be done or the subcontracting of any of the work to be done, the Company shall have the right to reduce the working force, if in the sole judgment of the Company, such reduction in force is required, and nothing in this Agreement shall be construed to limit or in any way restrict the operations of the Company to adopt, install or operate any new or improved equipment or methods of operation. Nothing contained in this Agreement shall be intended or construed as a waiver of any of the usual inherent and fundamental rights of management, whether the same has been exercised heretofore or not, and these rights are hereby expressly reserved to the Company.

ARTICLE 5-NO STRIKE/NO LOCKOUT

Section 1. No Strike. It is agreed that during the term of this Agreement neither the Union, nor any employees, individually or collectively, shall authorize nor take part in any unauthorized strike or other interruption of work or any impeding of production. Any employee who violates the provisions of this Article may be discharged from the employment of the Company.

In the event that any of the employees violate the provisions of this Article, the Union shall immediately and publicly disavow such action and order any of its members who participate in such action back to their jobs, forward copies of such order to the Company and use every means at its disposal to prevent the conduct and continuance of such action.

Section 2. No Lockout. The Company agrees that during the term of this Agreement, that there shall be no lockouts or interference in the terms and provisions of this Agreement.

ARTICLE 6 -NON-DISCRIMINATION

The Company agrees that there shall be no discrimination for reasons of sex, age, nationality, race, religion, veteran's status, disability, order of protection status, sexual orientation, arrest or criminal history and unfavorable discharge from the military, political affiliation, Union membership, or Union activities in keeping with applicable Federal and State statutes. In instances where it is found that discrimination has occurred, Corrective Action shall be administered up and including termination.

ARTICLE 7- SENIORITY

Section 1. Definition. Seniority is defined as an employee's continuous length of service and shall commence as of the original date of hire with Waukegan District 60.

Section 2. Probation. Newly hired employees shall be considered probationary employees for the first ninety (90) days of employment. Upon completion of the probationary period, an employee's seniority shall be their date of commencement of employment, including the probationary period, for purposes of benefits. It shall be solely within the discretion of the Employer to decide whether or not a probationary employee is to be retained, and grievances may not be presented in connection with the discharge or layoff of a probationary employee.

Section 3. Seniority Application. • Seniority shall prevail in matters concerning overtime, promotions, increase in job hours of one (1) hour or more, layoffs, reduction in hours, extra hours, recalls, and job transfer when the skill and ability in performing the work in question are relatively equal among the employees involved. Skill and ability shall include employee work and attendance record of unexcused absences, tardiness, early departure

Section 4. Reduction in Force Seniority Application. Whenever it becomes necessary to lay off employees, the least senior qualified employee in the job classification affected will be laid off first. In determining if an employee is qualified, the company shall assess the required

skills and attendance record of unexcused absences, tardiness, early departures. In the case of a layoff, all probationary and substitute or temporary employees shall be laid off before any employees who have established seniority are affected unless there is no employee with seniority who is qualified to the work with reasonable orientation. When layoffs become necessary, an affected employee with the least amount of seniority within a classification shall have the right to displace an employee in any other equal or lower rated classification having less seniority, subject only to their ability to perform that work with reasonable orientation. An employee who displaces a less senior employee in a lower classification shall receive the rate of the classification less seniority, subject only to their ability to perform that work with reasonable orientation. An employee who displaces a less senior employee in a lower classification shall receive the rate of the classification to which they bumped.

Section 5. Reduction in Force Notice and Recall. The Company shall make reasonable efforts to give employees at least two (2) weeks' notice, if possible, prior to the layoff, except in cases of emergency situations. Employees shall be returned to work in the reverse order in which they were laid off, subject only to their ability to perform the available work with reasonable orientation. No new employee shall be hired to perform work within the classification covered by this Agreement until all laid off employees who have the ability to perform the available work have been recalled to work and have either returned to work or refused to accept work which is available.

Employees who are laid off shall be placed on a recall list for a period of one (1) calendar year from the beginning of the following school year after the layoff. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of 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 or her intention to return within 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 or her intention to return within five (5) days after receipt of the recall notice.

ARTICLE 8- DISCIPLINE, GRIEVANCE, AND ARBITRATION PROCEDURE

Section I. Cause for Discipline. No employee may be discharged or disciplined, including suspension, without just cause/due process. The Company shall use a system of progressive discipline. Discipline or discharge may be applied for reasons such as, but not limited to, the violation by the employee of any reasonable work rule, regulation, policy or directive of the Company or its duly authorized representative, as well as dishonesty, insubordination, fighting on the

job, sleeping on the job, repeated poor job performance, absenteeism, altering time cards, discrimination and the like.

Section 2. Progressive Discipline. Discipline will be handled on a case by case basis, depending on the severity of the offense and may range from a written warning to termination. Issues not involving gross misconduct will generally be handled according to the following progression plan:

Step 1: Written warning

Step 2: Two (2) day suspension.

Step 3: Termination.

Bargaining unit employees shall have the right to have a Union representative present at all meetings held with them in order to investigate or administer disciplinary action.

Section 3. Removal of Disciplinary Action. One step of disciplinary action will be removed for every twelve (12) months that there has been no other disciplinary actions.

Section 4. Purpose and Scope of Grievance Procedure. It is the purpose of this procedure to provide for prompt and equitable adjustment of grievances. "Grievance," as used in this procedure, means a matter to be processed, as hereinafter set forth, which involves the interpretation or application of or the compliance with the provisions of the current Agreement

Section 5. Grievance Procedure.

Step 1: (a) All grievances must be reduced to writing and submitted by the Union Representative within ten (10) work days from either the occurrence of the grievance or the date the Union or the employee should have reasonably become aware of the grievance, to the Sr. Food Service Director.

(b) Upon receipt of the written grievance, the Sr. Food Service Director will undertake an investigation of the matter, which may include questioning of the grievant or any other Union employee connected with the problem. The Union Representative or Steward may be present at any such investigation.

(c) The Sr. Food Service Director or designee will render a written answer to the Union Representative within ten (10) work days following the day the grievance is received. If the grievances not resolved in Step 1, it may be submitted to Step 2.

Step 2: (a) A grievance not settled in Step 1 will be forwarded to the District Manager, Sr.

Food Service Director, or his / her designee. This action must be accomplished within ten (10) calendar days following Management's Step 1 answer.

(b) The District Manager, Sr. Food Service Director, or their designee, will then review all aspects of the case and return an answer to the Union within ten (10) work days following notification.

(c) The Union will have the authority to settle the grievance or forward the grievance to Step 3.

Step 3: (a) A grievance not settled in Step 2 will be forwarded to the Vice President or designee within ten (10) work days of the Step 2 answer.

(b) A meeting will be scheduled with all concerned parties within ten (10) calendar days of receipt of the above notification. The meeting may be via telephone conference.

(c) At the above meeting, the problem will be reviewed in an attempt to reach a settlement agreeable to both the Union and the Company.

Step 4: (a) If a settlement cannot be reached, arbitration can be invoked by written notification to the Company and either the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA) within ten (10) calendar days following the Step 3 meeting.

(b) Both parties shall share the cost of arbitration equally. The arbitrator's decision shall be final and binding.

(c) The arbitrator shall not have jurisdiction or authority to add to, subtract from, modify, or change in any way, the provisions of this Agreement.

Section 6. Time Limitations. The time limits set forth in this Article shall be adhered to by the parties and the employees. If the Union does not proceed within the applicable time limits, the grievance shall be considered settled and shall not be subject to farther discussion or appeal. Failure by the Company to reply to a grievance at any step shall be considered a denial of said grievance and the grievance may advance to the next step of the grievance procedure. Time limits provided in this Article may be extended by mutual agreement of the parties.

ARTICLE 9- UNION REPRESENTATIVES, STEWARDS, LABOR MANAGEMENT MEETINGS, AND NOTICES

Section 1. Union Representatives. The Union representative of the Union or its designee shall be admitted to the cafeteria premises for the purpose of investigating grievances or with the Company and attempt to adjust them. Such access shall not interfere with the work of any employees. If the steward and the Company cannot reach a settlement of a grievance, then the matter

shall be referred to the Union Representative for discussion and solution by the Company and the Union. The Union shall identify the steward so that the Company may recognize said steward.

Section 2. Section 2. Union Steward. Up to a maximum of three (3) stewards will be chosen by the union and will be recognized by the Company as acting for and on behalf of the employees' represented: one for elementary schools, one for middle schools and one for high schools. The steward shall take up all grievances with the Company and attempt to adjust them. If the steward and the Company cannot reach a settlement of a grievance, the matter shall be referred to the Union Representative for discussion and solution by the Company and the Union. The Union shall identify the stewards so that the Company may recognize said steward.

Section 3. Bulletin Boards. A Bulletin board shall be furnished by the Employer in the High School only for the purpose of posting official Union business for the employees. All such items must be signed by the authorized Union representative and must be furnished to the Company for approval for posting.

Section 4. Labor Management Meeting. The Union and Management shall meet from time to time, as requested by either party, to discuss problems and/or concerns regarding the employees and the bargaining unit. These Labor/Management meetings shall be for non-grievance related topics or issues, and shall serve as a conduit for solving problems and issues. The party that requests such a meeting shall present to the other party an agenda of items to be discussed prior to the meeting. Labor management meetings shall be scheduled within two (2) weeks of the request made by the other party.

Section 5. Time Off for Union Activities. At the Union's request Stewards and/or Union Representatives shall be allowed time off for legitimate Union business, such as Union meetings, committee and/or board meetings, training sessions or conferences. The Union shall notify the Company and fully reimburse all payroll cost for such Union leave. Requests for such time off shall be granted upon reasonable advance notice, unless an employee's absence would interfere with the operating needs of the Employer, provided that such requests shall not be unreasonably denied. The employee may, with the written consent of the Supervisor, adjust the employees schedule to permit such attendance.

A reasonable number of elected delegates, up to two (2), will be permitted to attend a State or National Conventions; up to five (5) days for State Conventions and up to ten (10) days for National Conventions. The Union shall reimburse the Company for all authorized leaves for Union activities. Such time off shall not be detrimental in any way to the employee's record.

ARTICLE 10- HOURS AND OVERTIME

Section 1 Overtime. One and one-half (1.5) times the hourly rate of pay shall be paid for all hours worked after eight (8) hours in one (1) day or forty (40) hours in one (1) work week.

Nothing contained herein shall be construed as a guarantee of any number of hours worked per day or per week.

The work week shall be Saturday-Friday inclusive. One and one-half times (1.5) the hourly rate of pay shall be paid to all employees for hours worked on Saturday or a holiday. Two

(2) times the hourly rate of pay shall be paid to an employee for hours worked on Sunday.

Overtime work shall be shared by all employees in a job title within each school without discrimination. The opportunity to work overtime shall be extended to each employee on a rotational basis starting with the most senior. In the event all employees refuse the overtime, then overtime shall be assigned on a rotational basis in reverse seniority. The rotational list shall be posted. This same rotational system shall be applied to Summer school, snack, catering and all other outside/extracurricular assignments provided the employee is capable of performing the work.

An employee who temporarily works in a higher rated job shall receive the higher rated job rate after one (1) hour for the remaining hours working the higher rated job.

Employees who are assigned to perform the work of an absent employee or to cover a vacant position for a full shift in addition to their own work assignment shall receive an additional two (2) hour pay for each day of such assignment only if directed by the Employer to fulfill all the duties of the absent employee or vacant position. This provision shall apply to extra work assignments including, but not limited to, catering, snack programs, etc.

Section 2. Paid Times Off Closings. Any employee who is scheduled to work but cannot due to a School closing that was not scheduled in the beginning of the School year or without fourteen (14) days' notice shall receive their normal rate of pay, excluding weather related closings and acts of God.

After Signing:

Paid Times Off Closings. Any employee who is scheduled to work but cannot due to a School closing that was not scheduled in the beginning of the School year or without fourteen (14) days' notice shall receive their normal rate of pay, excluding weather related closings and acts of God. This will not exceed 3 days per the school year if the days are not made up at the end of the school year.

ARTICLE 11 - POSTING OF POSITIONS AND FILLING OF TEMPORARY

VACANCIES

Section 1. Seniority in Job Postings. Seniority shall prevail when new jobs are posted, so long as the skill and ability of the employees involved are relatively equal. Skill and ability shall include the employees work record, attendance record or unexcused absences, tardiness and early departure. The Union shall be notified of any such position by the

Company. The Union will be notified in advance of 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 2. Vacancies. All vacant positions shall be posted on the bulletin board for a period of five (5) days throughout the District. Such vacancy postings will include title, salary, and school location. Interested employees shall sign the job posting form and send to the General Manager's office during the bid period. The Company 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. However, current bargaining unit applicants shall be chosen to fill the Avians / K12 by Elio positions within the Waukegan School District #60 unless it can be shown that the applicant is not qualified. In determining if the employee is qualified the employees work record and attendance record of unexcused absences, tardiness and early departure shall be considered.

Section 3. If an employee is not selected for a vacancy, the Employer will provide written notice with the reason(s) for non-selection.

ARTICLE 12 HOLIDAYS

Employees shall be granted the day off with pay on each of the following holidays that fall during the workweek:

New Year's Eve	Columbus Day
New Year's Day	Veteran's Day
Martin Luther King Day	Day before Thanksgiving
Presidents Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Eve
July 4 (only summer school)	Christmas
Labor Day	Juneteenth (only summer school)

For all employees employed by Elio on or after the ratification date of the 2017 Agreement, employees shall be granted the day off with pay on each of the holidays that fall during the workweek according to the Elio holiday calendar.

2. Whenever the holidays listed above shall fall on a Sunday, the following Monday shall be observed as holiday. Whenever the holidays listed above shall fall on a Saturday, the preceding Friday shall be observed as the holiday.
3. In addition to holiday pay the Employer shall pay straight time for work performed

on a holiday and/or the day is observed.

4. An employee absent from duty on the day before or the day following the holiday will not be paid for the holiday unless his/her absence is for justifiable cause including; approved sick leave, vacation or not being scheduled to work.
5. The cafeteria must be closed for a day to be considered a paid holiday.
6. In order to be eligible to receive holiday pay an employee must work his/her last scheduled day before the holiday and his/her first scheduled day after the holiday. Employees on an approved paid absence on the day before or the day after a paid holiday shall be eligible for holiday pay. Employees shall be paid on a pro-rated basis, based on the number of hours worked per day (for example, an employee working four [4] hours per day be paid four [4] hours of holiday pay for a paid holiday.
7. If it is necessary for an employee to work on a paid holiday due to his/her job assignment, the employee will have the preceding day off with pay. In the event that any paid holiday is removed as a school holiday and not replaced with an alternate paid holiday, employees shall be granted a floating holiday.

ARTICLE 13-VACATION

Only full-time employees are eligible for vacation. For all such full-employees employed by Elior NA prior to the ratification date of this 2017 Agreement, vacation eligibility will be based upon the following time worked:

- a) After one (1) complete school year of service, an eligible employee will earn one (1) week of vacation. Earn .625 days per month August -March.
- b) After three (3) complete years of service, an eligible employee will earn two (2) weeks' vacation. Earn 1.25 days per month August -March.
- c) After ten (10) complete school years of service, an eligible employee will earn three (3) weeks' vacation. Earn 1.87 days per month August -March.

For all full-time employees employed by Avians / K12 by Elior on or after the ratification date of this 2017 Agreement, vacation eligibility will be based upon the following time worked:

- a) After two (2) complete school year of service, an eligible employee will earn one (1) week of vacation. Earn .625 days per month August -March.
- b) After seven (7) complete years of service, an eligible employee will earn two (2) weeks' vacation.

Earn 1.25 days per month August -March.

Vacation time will be accrued starting August 1st through March 31st based on your years of service.

For purposes of vacation eligibility years of service shall be determined from an employee's employment service to Elior NA.

All unused earned vacation is payable at the end of the current school year and will be included in the eligible employees final pay for that year. Use of earned vacation shall be permitted during the school year with advance approval by management.

Vacation or personal leave shall not be taken on a day immediately before or after a school holiday or during the first and the last week of the school term, except in emergency or under unusual circumstances, such as funeral leave, either of which shall require the approval of the Food Services Director or his/her designee.

In general, vacation days shall be scheduled by August 31 and shall be awarded by seniority. Vacation scheduling after the bidding process month shall be on a first come-first serve basis. Vacation requests must have a two week notice and approval by the Sr. Food Service Director or his/her designee. For vacation scheduling purposes, in cases of conflict, priority shall be granted on a seniority basis. Vacations time may only be taken in one (1) day increments no half (1/2) days.

ARTICLE 14- SICK LEAVE

The Company agrees to provide up to eight (8) days per year of sick leave without loss of pay to eligible employees for all employees employed by Aviands / K12 by Elior before the ratification date of this 2022 Agreement. Such employees will accumulate all sick days on or before November 30th of the school year on the following schedule:

- 2 Days - August 30th (total, 2 paid sick days available)
- 2 Days - September 30th (total, 4 paid sick days available)
- 2 Days - October 30th (total, 6 paid sick days available)
- 2 Days - November 30th (total, 8 paid sick days available)

Employees employed by Elior NA on or after the ratification date of this 2017 Agreement will accumulate three sick days on or before November 30th of the school year on the following schedule:

- 1 Day - September 30th (total, 1 paid sick day available)
- 1 Day - October 30th (total, 2 paid sick days available)
- 1 Day - November 30th (total, 3 paid sick days available)

Unused sick days will be paid out on the final paycheck of the school year. Employees who are absent from work (excluding vacation time) and who have sick time available will be required to use their sick time. Unexcused absences, tardiness or early departure will trigger progressive discipline and occurrence will trigger progressive attendance

An occurrence is defined as an absence for one day or consecutive days, a late arrival or an early departure. Early departures will not be considered as an occurrence if the early departure is approved two weeks in advance of the absence and the absence does not occur during food service hours. Occurrences will only be counted after benefit time (accrued sick leave and accrued vacation) has been exhausted.

UNEXCUSED ABSENCE DEFINITION

Any absence that has not been pre-approved in writing by a supervisor or manager. This includes calling in sick within two hours before scheduled shift, any instances of tardiness or unapproved early departures. Approved sick leave is calling in sick outside of two hours before scheduled shift. Employee absences after the exhaustion of sick leave or other paid time off will be treated as unexcused.

Sick leave shall be used for illness of the employee's spouse, child or parent or with two weeks prior approval. The Company may request, at the expense of the employee, a note from a Physician documenting the illness and the dates of illness, as well as a written release from a physician stating as to the employee's ability to resume normal work duty.

ARTICLE 15 MEALS/REST PERIOD

Lunch will be furnished to all employees on days worked and on days when food is served. A thirty (30) minute paid lunch period will be scheduled for all employees scheduled to work for six (6) hours or more. Employees may choose the lunch from either the selection for students or the selection for staff.

Employees shall receive paid rest breaks according to the number of hours worked as follows.

Less than six (6) hours, one fifteen (15) minute break.

More than five (5) hours two (2) breaks consisting of fifteen (15) minutes each.

ARTICLE 16 -UNIFORMS

All employees shall be provided with five (5) clean uniform blouses or shirts. The Company shall make available replacement blouses/shirts when necessary by turning in worn out blouses/shirts. The Employer agrees to provide slip resistant shoe covers to employees. Each school shall have various

sizes available for employees to choose from.

ARTICLE 17- GENERAL PROVISIONS

Section 1. Gender Use in Contract. It is agreed that for purposes of construction of this Agreement, whenever the masculine gender is used, it shall include the female gender, and vice versa.

Section 2. Required Company Meetings. When employees are required to attend meetings by the Company 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 3. Health and Safety. The Company and the Union shall encourage all members to work in a safe manner and both parties will cooperate in the enforcement of all safety and health laws and regulations. Employees shall not be required to work under hazardous conditions.

Section 4. Personal Automobile Use. If employees are assigned to use their personal vehicles, they will be reimbursed for business use mileage at the current IRS rate.

ARTICLE 18 -RETIREMENT PLAN

Eligible full-time employees may be eligible to participate in the Company 401(k) Retirement Plan.

All Employees may elect to participate in the Elixor 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 Elixor 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.

Service with predecessor employer will be recognized. No company contribution will be made to the plan.

ARTICLE 19- HEALTH INSURANCE COVERAGE

Section 1. Eligibility. All employees must regularly and customarily work a minimum of thirty (30) hour per week to be eligible for health care coverage.

Section 2. Probationary Employees. For eligible employees regularly scheduled for thirty (30) hours or more per week, health coverage will be available the first (1st) of the month following the employee's completion of thirty days (30) days of service.

Section 3. Summer Coverage. The Company shall make available health coverage during the summer shut down, for eligible employees and shall continue to pay the Company's share of the cost of the health plan.

Section 4. Contribution Rates. The Company contribution rate is 60% of the total premium and the Employees contribution rate is 40% of the total premium.

Section 5. Vision/Dental Insurance. Eligible employees may elect to participate in Company dental and vision insurance plans at their own expense.

Section 6: Elior NA will provide eligible employees the opportunity to elect to be covered under Medical Benefits provided through an Elior 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 Elior 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.

Section 7: Elior NA will provide eligible employees the opportunity to elect to be covered under Dental Benefits provided through an Elior 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 Dental package for all Elior 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.

Employees are responsible for the full cost (100%) of applicable premiums.

Section 8: Elior NA will provide eligible employees the opportunity to elect to be covered under Vision Benefits provided through a Elior 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 Vision Benefits package for all Elior 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.

Employees are responsible for the full cost (100%) of applicable premiums.

Section 9. The parties agree that in the event that the design or operation of health benefits offered by the Company in this agreement (including but not limited to eligibility of employees working an average of 30 hours per week over the measurement period and their dependent child(ren): contributions for employee-only coverage do not exceed 9.5% of household income; or the medical plan having an actuarial value of at least 60% that provides minimum essential benefits,) cause the employer to be subject to any taxes, penalties, surcharges or other costs under the Patient Protection and Affordable Care Act or other applicable laws; including but not limited to modifying:

- (1) the employee premium contributions; and or
- (2) the design or operation of health benefits of the plan to bring it into compliance with PPACA.

Section 10. Flexible Spendin2 Account. Avians / K12 by Elix Health Care Flexible Spending Account Benefits for eligible employees will be effective the first (1st) of the month following sixty (60) days of continuous employment.

The plan(s), and plan design(s) may be adjusted from time to time by law or in line with changes to the benefits package for all Avians / K12 by Elix employees or as required by law.

ARTICLE 20- LIFE INSURANCE

The Company will provide a fifteen thousand-dollar (\$15,000) term life insurance policy without cost for all employees who work on average of thirty (30) hours or more per week.

ARTICLE 21- BEREAVEMENT PAY

Three (3) days leave with pay shall be granted for death in the immediate family. The employee shall obtain and furnish proof of attendance at such funeral upon request of the Company. Immediate family is defined as spouse, children, father, mother, sister, brother, grandparents, grandchildren, current father-in-law, current mother-in-law, current son-in-law, current sister-in-law, daughter-in-law, brother-in-law, and any legal guardian, wards, or foster children of the employee at the time of death.

ARTICLE 22- JURY DUTY

Employees who are subpoenaed for jury service shall be paid for time lost as a result of such jury duty at the employees' regular rate or pay for up to 5 days. Employees called for jury service shall notify the Company immediately upon receipt of the subpoena.

ARTICLE 23- LEAVES OF ABSENCE

A leave of absence is an excused absence without pay and without loss of seniority and shall be granted only with the approval of the Sr. Food Service Director after completion of one (1) year of service,

If the employee wishes continued insurance coverage during their leave, they must pay the total premium by the first (1st) of each month. A leave may not exceed six (6) months.

The Company agrees to comply with the Federal Family Medical Leave Act.

ARTICLE 24 -WAGES

Section 1. -

Effective with settlement of the agreement, all wages for all employees will be increased \$1 to the base.

Effective July 1, 2023 8%

Effective July 1, 2024 7%

Effective July 1, 2025 4%

Effective July 1, 2026 2.5%

Effective July 1, 2027 2%

Section 2. New Employee Classifications and Starting Wage Rates

Elementary Schools

School Lead	14
Food Service Worker	13

MIDDLE Schools

High School Lead	16.50
High School Cook	16.00
Middle School Lead	15.50
Cook	15
FSW	13
Driver	14

Employees classified as Food Service Workers will only be asked to perform duties per the job description if they are trained and able to perform the work.

Employees who are designated by Elinor NA and required to train new hire employees will receive an additional 2 hours of pay at the following rates:

High/Middle Schools 2 hours per day for five days

Elementary Schools 2 hours per day for three days

Section 3. Longevity Pay. Bargaining unit members who complete five (5) years of continuous service at Waukegan School District 60 cafeteria and have satisfactory attendance with no record of an unexcused absence, tardiness, early departure in previous year and work records shall receive a one (1) time lump sum bonus of one hundred (\$100.00) dollars. Employees who complete ten (10) years of continuous service at Waukegan School District 60 and have satisfactory attendance and work record cafeteria shall receive a one (1) time lump sum bonus of two hundred and fifty (\$250.00) dollars. Employees who complete eighteen (18) years of continuous service at Waukegan School District 60 cafeteria shall receive a one (1) time lump sum bonus of two hundred and seventy-five (\$275.00) dollars. Continuous service includes service with companies previously contracted to provide food service to the Waukegan Public Schools. Longevity Pay is not applicable to employees hired after the signing of the 2017 Agreement.

ARTICLE 25- SAVINGS CLAUSE

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

ARTICLE 26- TOTAL AGREEMENT

It is understood and agreed that this Agreement includes and does constitute the sole and entire Agreement between the parties with respect to wages, hours, and working conditions of employees in the bargaining unit. The Agreement shall not be changed or modified by the parties hereto unless such change or modification is agreed to by both parties in writing or court of competent jurisdiction to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, and the parties agree to immediately negotiate for the invalidated portion thereof.

ARTICLE 26- TOTAL AGREEMENT

It is understood and agreed that this Agreement includes and does constitute the sole and entire

Agreement between the parties with respect to wages, hours, and working conditions of employees in the bargaining unit. The Agreement shall not be changed or modified by the parties hereto unless such change or modification is agreed to by both parties in writing.

ARTICLE 27- DURATION

Section 1. Full Force. This Agreement shall continue in full force and effect from date of ratification through August 30, 2022.

Section 2. Continued Effect. This Agreement shall continue in effect for successive yearly periods after August 30, 2022, unless notice is given in writing by either party, the Union or the Company, to the other party at least sixty (60) days prior to August 30, 2022 or any anniversary date thereafter, of its desire to modify, amend, or terminate this Agreement. If such notice is given, this Agreement shall be open to modification, amendment or termination as such notice may indicate.

Section 3. Notice shall be in writing and shall be sufficient if sent by registered mail.

Aviands / K12 by Elior

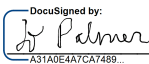
Service Employee International Union
Local 73, CTW, CLC

Name: Richard Sikoral

Signature:  DocuSigned by:
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Date: 11/14/2022

Name: Shea Marshall

Signature:  DocuSigned by:
A31A0E4A7CA7489...

Date: 11/15/2022

Name: Angela Brumfield

Signature:  DocuSigned by:
7846796BC9ED4FD...

Date: 11/14/2022

Name: Nicole Devall

Signature:  DocuSigned by:
659B27B2A6954E2...

Date: 11/16/2022