

AGREEMENT

BY AND BETWEEN

WHITSONS SCHOOL NUTRITION

AT

PLEASANTVILLE SCHOOL DISTRICT FOOD SERVICE

AND

UNITE HERE LOCAL 54 AFL-CIO

EFFECTIVE DATES:

FROM: 5/1/22

TO: 4/31/25

Contents

Page

ARTICLE 1 – RECOGNITION	3
ARTICLE 2 – DEFINITIONS	3
ARTICLE 3 – RESPECT AND DIGNITY	3
ARTICLE 4 – NON-DISCRIMINATION	3
ARTICLE 5 – MANAGEMENT’S RIGHTS	4
ARTICLE 6 – UNION MEMBERSHIP	5
ARTICLE 7– DEDUCTION OF UNION DUES	6
ARTICLE 8 – BARGAINING UNIT WORK.....	6
ARTICLE 9 – LABOR-MANAGEMENT COMMITTEE.....	7
ARTICLE 10 – SAFETY	7
ARTICLE 11 – VISITATION	7
ARTICLE 12 – UNION STEWARDS	8
ARTICLE 13 – SENIORITY	8
ARTICLE 14 – PROBATION.....	9
ARTICLE 15 – JOB POSTING.....	10
ARTICLE 16 – LAYOFF AND RECALL.....	10
ARTICLE 17 – LEAVES OF ABSENCE	11
ARTICLE 18 – IMMIGRATION RIGHTS	12
ARTICLE 19 – DISCIPLINE & DISCHARGE/JUSTCAUSE.....	14
ARTICLE 20 – GRIEVANCE PROCEDURE	15
ARTICLE 21 – HOURS OF WORK AND OVERTIME	16
ARTICLE 22 – WAGES.....	17
ARTICLE 23 – REPORTING PAY.....	18
ARTICLE 24 – HOLIDAYS	18
ARTICLE 25 – PERSONAL DAYS /SICK LEAVE	19
ARTICLE 26 – 401K.....	20
ARTICLE 27 (A) – INSURANCE	20
ARTICLE 27 (B) – INSURANCE	21
ARTICLE 28 – TRAVEL ALLOWANCE.....	23
ARTICLE 29 – BEREAVEMENT LEAVE	23
ARTICLE 30 – JURY DUTY	24
ARTICLE 31 – BULLETIN BOARDS AND BUTTONS	24
ARTICLE 32 – UNIFORMS	24
ARTICLE 33 – NO STRIKE/NO LOCKOUT	25
ARTICLE 34 – SUCCESSORS	25
ARTICLE 35 – SAVINGS CLAUSE	25
ARTICLE 36 – TOTAL AGREEMENT	25
ARTICLE 37 - TEMPORARY Transitional Duty Program.....	25
ARTICLE 38 - ALCOHOL AND DRUG ABUSE POLICY.....	26
ARTICLE 39 – DURATION OF AGREEMENT.....	26
APPENDIX “A” (WAGES)	28
APPENDIX "B" CHECKOFF/PAC FUND AUTHORIZATION FORM.....	30
APPENDIX "C" GRIEVANCE FORM.....	31
APPENDIX "D" DRUG/ALCOHOL TEST IMPLEMENTATION GUIDELINES.....	32

PREAMBLE

Section 1. This AGREEMENT made and entered into, by and between Whitsons School Nutrition Corp. at Pleasantville School Food Service ("Employer") and UNITE HERE, Local 54 AFL-CIO ("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 and the Employer's right to manage the business profitably.

ARTICLE 1 – RECOGNITION

Section 1. The Employer recognizes the Union, in accordance with the NLRB Certification of Representative in Case 04-RC-141517, as the sole and exclusive collective bargaining representative for all full-time and regular part-time food service employees employed by the Employer at its dining services operation located at Pleasantville Public Schools in Pleasantville NJ; but excluding chefs, office clerical employees, professional employees, managerial employees, guards and supervisors as defined in the Act.

ARTICLE 2 – DEFINITIONS

Section 1. Full-Time Employee: A "full-time employee" is one who regularly works thirty (30) or more hours per week during the academic school year.

Section 2. Part-Time Employee: A "part-time employee" is one who regularly works fewer than thirty (30) hours per week during the academic school year.

ARTICLE 3 – RESPECT AND DIGNITY

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, managers, 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 will not 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 also agrees that it will not 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 work schedules, 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.

Section 4. Ethnic Diversity and Cultural Issues. The parties recognize the importance of creating an inclusive workplace where employees of diverse backgrounds can work and communicate effectively and have agreed to measures as set forth as follows:

1. The parties recognize that many recent immigrant workers are employed by the Employer and are a vital element to the success of the facility. While English is the language of the workplace, the Employer recognizes the right of employees to use the language of their own choice among themselves where such use does not adversely affect the operation, work performance, or customer service levels.
2. The Employer is committed to a program to improve its ability to communicate with employees who do not communicate in English and will consider reasonable recommendations of the labor management committee to accomplish this.
3. If a substantial number of Employees at the Unit have a primary language other than English, the Employer will take reasonable steps, where practical, to post significant notices in both English and the predominant non-English language. If management cannot communicate effectively with an employee, the Employer will allow, upon request and if available, an employee translator from the bargaining unit chosen by the employee to facilitate communications, provided the individual is on the premises at the time requested.
4. If the primary language for more than 25 employees at the Unit is a single language other than English, the Employer and the Union will pay an equal amount of costs for translation and copying of this Agreement in English and that non-English language. For purposes of arbitration, the English version shall prevail in any conflict of meaning arising out of the translation. The Employer will not share the cost for translation and copying into more than one non-English language.

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, transfer, assign, and

direct its work force; to discipline, suspend, or discharge for just cause; 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 or impede or delay the hiring of a regular bargaining unit employee, 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.

ARTICLE 6 – UNION MEMBERSHIP

Section 1. Good standing membership in the Union shall be a condition of employment with the Employer for all bargaining unit employees who have such membership on the date of execution of this Agreement; it shall also be a condition of employment with the Employer for all other bargaining unit employees on and after the thirtieth (30th) day following the execution or effective date of this Agreement, or on or after the thirtieth (30th) day following the beginning of their employment, whichever is the later. If the foregoing is prohibited by law, then at the corresponding time all employees shall be required as a condition of employment (unless prohibited by law) to pay to the Union a service charge to reimburse it for the cost of negotiating and administering this agreement.

The failure of any employee to become a member of the Union at such required times shall obligate the Employer, upon written notice from the Union to such effect and with proper documentation, and to the further effect that Union membership was available to such employee on the same terms and conditions generally available to other members, to forthwith discharge such employee. Further, this failure of any employee to maintain his Union membership in good standing as required herein shall, upon written notice to the Company to such effect, obligate the Employer to forthwith discharge such employee.

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer in compliance with any of the provisions of this Section.

Section 2. Good standing membership in the Union for purposes of this Article means such membership in the Union through membership in UNITE HERE.

Section 3. In the event that Section 1 may not be lawfully applied, all employees shall be informed by the Employer of the existence of this Agreement. The parties agree that the following Joint Statement shall be read or provided to employees at new employee orientation and posted in the workplace: "All employees of Whitsons at Pleasantville Schools Food Services are covered under a collective bargaining agreement between Whitsons and UNITE HERE. Whitsons is neutral on the subject of employees' decision to join or not join the Union. No employee shall be discriminated against for either joining the Union. More information and a copy of the Union Contract can be obtained by calling the Union Office at 609-344-5400.

Section 4. To simplify the Employer's and the Union's administration of this Section, the Employer shall upon the hiring of new employees provide each employee an application for

union membership and dues check-off authorization form. The Employer shall remit the completed forms to the union monthly. All new employees shall be entitled to receive an unpaid fifteen (15)-minute orientation provided by the Union at the end of each new hire orientation session.

ARTICLE 7– DEDUCTION OF UNION DUES

Section 1. The Employer agrees to deduct weekly, if the Employer's payroll system permits, from the wages of each employee who so authorizes such deduction, the amount of regular initiation fees and monthly Union dues as certified to the Employer by the Secretary/Treasurer of the Union. Except for the deduction of fees other than dues, the Employer will not deduct more than one month's dues from any single paycheck, or more than two months dues in any single month.

Section 2. The Employer shall remit each month to the Union, the amount of deductions made for that particular month including initiation fees, reinstatement fees, membership dues, and arrears, together with a list of employees with their social security numbers, hourly rate of pay, and arrearages per week/month, for whom such deductions have been made, and for those employees for whom no deductions were made a reason why. The list will indicate all official personnel actions that result in a change in status of bargaining unit members, including new hires, terminations, leaves of absence, and layoffs. The remittance shall be forwarded not later than the twenty-fifth (25th) of the month following the month in which deductions are made. The Parties agree that they shall continue to meet and confer regarding the implementation of methods and processes that will improve the efficiency of compiling and transmitting information relevant to such deductions, including doing so electronically if possible.

Section 3. The Union shall hold harmless the Employer from any and all claims that may arise out of the Employer's compliance with this Article.

Section 4. Voluntary Political Deduction - The Company shall deduct and transmit to the Treasurer of UNITE HERE TIP Campaign Committee the amount of contribution specified, at a flat dollar amount, for each payroll period or other designated period worked from the wages of those employees who voluntarily authorize such contribution at least 7 days prior to the next scheduled pay period, on the form provided for that purpose by the UNITE HERE TIP Campaign Committee. These transmittals shall occur no later than the twenty-fifth day of the following month and shall be accompanied by a list setting forth as to each contributing employee his or her name, address, occupation, rate of PAC payroll deduction by the payroll or other designated period, and contribution amount. The parties acknowledge that the Company's costs of administration of this PAC payroll deduction have been taken into account by the parties in their negotiation of this Agreement and have been incorporated in the wage, salary and benefits provision of this Agreement. The company shall send these transmittals and this list to: Treasurer, UNITE HERE TIP Campaign Committee, 275 Seventh Avenue, New York, NY 10001.

Section 5. All employees must become and remain members in good standing. The monthly dues amount is currently \$38.50 per month. If the monthly dues amount is increased, the Employer and employees will be notified. During the summer months (June, July, and August) employees who are on layoff will have dues collected through payroll deduction upon return from layoff or shall be self-paid by the employee at the rate of \$33.00 per month.

ARTICLE 8 – 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.

Section 3. In no case will temporary employees or other non-bargaining unit employees be used to fill vacant positions (due to terminations, resignation or an expansion of the bargaining unit, etc.) for longer than thirty (30) days.

ARTICLE 9 – LABOR-MANAGEMENT COMMITTEE

Section 1. The Employer and Union agree that there shall be a Labor-Management Committee consisting of no more than four (4) individuals from each party. 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 (1) 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 10 – 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 four (4) members of the bargaining unit selected by the Union and up to four (4) 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.

ARTICLE 11 – 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.

Section 2. An authorized representative of the Union will make reasonable attempts to notify

the General Manager 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 make reasonable attempts to notify the General Manager or authorized designee, in person, of his/her presence prior to having a discussion with any employee. 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 12 – UNION STEWARDS

Section 1. The number of Union Stewards shall be four (4) and one Chief Steward. The Union shall advise the Employer in writing of the names of Union Stewards and Chief Steward. Only one (1) Union Steward on paid time and no more than two (2) Union Stewards on unpaid time shall participate in each grievance procedure, unless the steward is a Grievant, in which case they shall also be entitled to representation. 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 Manager in the Manager's running of the Unit.

Section 4. The Union may appoint one (1) of the stewards as a "Chief" steward.

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 (1/2) 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.

Section 7. The Chief Steward shall be released from duties with no loss of pay for no more than two (2) hours each month in order to speak with or meet with a Union Representative for purposes of training and contract administration. Scheduling of such release time will be subject to management approval.

ARTICLE 13 – SENIORITY

Section 1. "Employer Seniority" shall be defined as the employee's length of continuous service with the Employer and/or predecessor food service operators as measured from the employee's record date of hire at the Pleasantville schools or by the Employer in the operation covered by this agreement. "Employer 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 combined with the employee's "Classification Seniority" for any equal or higher paid classification that the employee has held within the bargaining unit, without a break in service.

Classification Seniority will be used for purposes of layoff, recall, shift preference, overtime, and job bidding, except to the extent specifically provided otherwise in the following Articles: Job Posting (Article 15), Lay Off and Recall (Article 16), Hours of Work and Overtime (Article 21).

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 every six months 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) Absence of three (3) consecutive days without notice to the Employer.
- d) 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.
- e) Layoff without recall after a period of two (2) years from the date of layoff,
- f) Working during a leave of absence, except for work in conjunction with a leave for Union business.
- g) Any absence beyond an authorized leave of absence.
- h) A medical leave of absence of longer than twelve (12) months.

ARTICLE 14 – PROBATION

Newly hired employees shall be deemed to be probationary during their first thirty (30) calendar days. The Employer may extend the probationary period for an additional thirty (30) calendar days. Days lost from work during the thirty (30) or sixty (60) calendar day probation period shall not be considered in computing the thirty (30) or sixty (60) day calendar period and shall not break the continuous employment. Notice of probation period extension shall be sent to the Union within five 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.

ARTICLE 15 – 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 five (5) consecutive working days. Persons shall apply for the posted vacancies by sending a written request to the General Manager. 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 and faxed to the Union office. Copies of completed postings shall be given to the Chief Steward and 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 Employer 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 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 thirty (30) calendar days of employment 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. Also, if at any time during such trial period that the Employee determines that he/she does not wish to continue performing such job, that Employee, with notification to the Employer, may return to their 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.

ARTICLE 16 – 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. Employees shall be given fourteen (14) calendar days' notice, if possible, in cases of layoff.

Section 3. Laid off employees shall be given preference in re-employment 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 a less senior employee in the same classification, or the employee may bump a less 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. The employee so displaced may bump the least senior employee in the same or that 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 paid 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) For the purposes of recall notification, the Employer shall notify the employee by a reliable, documented, means at the last known address supplied by the employee. Employees must notify the Employer within five (5) working days of the date the message was received of their intent to report to work after notification. Employees shall report to work within three (3) working days after indicating their willingness to be reinstated.
- f) Summer/Spring/Winter break work opportunities: Summer and winter break hours will be offered and scheduled by assigned building and by classification needed on a voluntary basis, based on qualifications and classification seniority. If the most senior qualified employees pass the work, the least senior qualified employees will be required to work. All employees not scheduled will be laid off.

Section 5. During the academic year, when there is a lack of work and schools are closed due to scheduled breaks, unscheduled breaks of two (2) continuous weeks or less, or where there is a limited continuation of operations of two (2) continuous weeks or less, then the provisions of this article do not apply. In such circumstances, schools that are open will continue to be staffed by the employees regularly assigned to those schools; in schools that are closed, those employees will not be scheduled to work.

ARTICLE 17 – LEAVES OF ABSENCE

Section 1. Upon written notice to the Employer, an employee with at least one (1) academic year of service may apply for a personal leave of absence of up to sixty (60) 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 and must include a return-to-work

date. 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 days' notice of such request. All leave requests shall be approved in the sole discretion of the Employer.

Section 2. UNION LEAVE: 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 notice of such request. Such leave shall not exceed six (6) months. No more than two (2) employees [one (1) employee for smaller units] from the bargaining unit may be on 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.

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. The Employer shall administer all leaves in accordance with the Family and Medical Leave Act (FMLA) and applicable state law regarding leaves.

An unpaid medical leave of absence of up to twelve (12) months, inclusive of time spent on FMLA, shall be granted for a serious medical condition of an employee as defined by the FMLA. The company may require certification of the serious medical condition.

Section 5. An employee returning from FMLA/Medical Leave/Union leave, or a personal leave of sixty (60) 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. In such event, the employee may use their seniority as provided for in the Layoff and Recall Article (Article 16). Vacancies created by such leaves shall not be subject to the Job Posting requirements and may be filled temporarily at the employer's discretion.

Section 6. The Employer may, in accordance with the Job Posting requirements, fill vacancies created by personal leaves of more than sixty (60) days. Employees returning from personal leaves of more than sixty (60) days shall be entitled to fill an existing vacancy that is consistent with their seniority and qualifications.

Section 7. Holidays, vacations, 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.

ARTICLE 18 – IMMIGRATION RIGHTS

Section 1. The Employer agrees to work with all documented workers to provide the opportunity to gain extensions, continuations or other status required by the Immigration and Naturalization Service without having to take leave of absence. If a leave of absence is necessary, the Employer agrees to give permission for the employee to leave for a period of up to 60 calendar days and return the employee to work with no loss of seniority. All of the above shall be in compliance with existing laws. Benefits shall not continue to accrue under this or any leave except as required by law.

Section 2.

a) No employee covered by this agreement shall suffer any loss of seniority, compensation, or benefits due to any changes in the employee's name or social security number, provided that the new social security number is valid, and the employee is authorized to work in the United States. The Employer shall not take action against an employee solely because the employee is subject to an immigration proceeding where the employee is otherwise permitted to work.

b) In the event that an employee has a problem with his or her right to work in the United States after completing his or her probationary period, the Employer shall notify the Union in writing prior to taking any action, and upon the Union's request, received by the Employer within 48 hours of the Employer's notice to the Union, the Employer agrees to meet with the Union to discuss the nature of the problem to see if a resolution can be reached.

c) In the event that the Employer receives notice from the Social Security Administration ("SSA") that one or more of the employee names and Social Security numbers ("SSN") that the Employer reported on the Wage and Tax Statements (Forms W-2) for the previous tax year do not agree with SSA's records, the Employer agrees to the following:

1. The Employer agrees that it will not take any adverse action against any employee listed on the notice, including firing, laying off, suspending, retaliating, or discriminating against any such employee, solely as a result of the no-match letter.
2. The Employer agrees that it will not require employees listed on the notice to complete new I-9 form, or provide new or additional proof of work authorization or immigration status, solely as a result of the receipt of a no-match letter, and
3. The Employer agrees not to contact the SSA or any other governmental agency, solely as a result of receiving a no-match from the SSA.

d) Seniority for immigration related issues.

1. In the event that an employee is not authorized to work in the United States following his or her probationary period and his or her employment is terminated for this reason, and the employee subsequently corrects the problem within 120 calendar days, the employee shall be rehired into the next available position seniority reinstated, at a rate including any raises he/she would have received in the interim. If such employee corrects the problem within one year, the employee will receive preference for reemployment. The parties agree that this provision does not apply to circumstances wherein the employee has falsified Company documents.

2. If the employee needs additional time to obtain his work authorization, the Employer will rehire the employee into the next available opening in the employee's former classification, as a new hire without seniority, upon the employee providing proper work authorization within a maximum of 12 additional months. The parties agree that such employees would be subject to a probationary period in this event.

3. The Employer will furnish a personalized letter stating the employee's rights and obligations under this Section to any employee terminated because he/she has not provided adequate proof he/she is authorized to work in the United States.

e) Workplace immigration enforcement. The Employer shall:

1. Unless objected to by the affected employee, notify a representative of the Union as soon as practical if the Employer receives a no-match letter from the Social Security Administration, or is contacted by the Department of Homeland

Security (DHS) (formerly INS) related to the immigration status of an employee covered by this Agreement of if a search and/or arrest warrant, administrative warrant, subpoena, or other request for documents is presented in order that the Union can take steps to protect any rights of its members. The Union agrees that it shall keep confidential any information it obtains pursuant to this provision and that it will use any such information solely to represent and/or assist the affected employee(s) in regard to the DHS matter.

2. Permit inspection of I-9 forms by DHS or DOL. The Employer also shall permit inspection of I-9 forms where a DHS search and/or arrest warrant, administrative warrant, subpoena, or other legal process signed by a federal judge or magistrate specifically names employees or requires the production of I-9 forms.

3. To the extent legally possible, the Employer shall offer a private setting for questioning of employees by DHS.

f) Re-verification of status

1. No employee employed continuously on or before November 6, 1986, shall be required to document immigration status.

2. The Employer shall retain in its file's copies of the identity and work authorization documents presented by the employee.

3. The Employer shall not require or demand proof of immigration status, except as may be required by 8 USC § 1324a (1)(B) and listed on the back of the I-9 form or as otherwise required by law.

Section 3. In the event that the Employer is served with a validly executed INS Search or Arrest warrant, the Employer shall, to the extent legally possible, arrange for a questioning of employees to occur in as private a setting as possible in the workplace.

Section 4. The Union and the Employer agree that this Agreement shall not be interpreted to cause or require the Employer to violate IRCA, 8 USC § 1324a or any other applicable law. Except as required by law the Employer agrees not to permit any non-government entity to conduct an audit or inspection of its I-9 forms or personnel records.

Section 5. Paid Citizenship Holiday. On the day that an employee is sworn in as a U.S. citizen, the employee will be excused from work and will be compensated for normally scheduled time, if any, at the employee's regular hourly rate of pay.

ARTICLE 19 – 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) calendar days after learning of the circumstances on which the discipline is based, unless there is 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's Representative or designee within seven calendar days of such disciplinary action.

Section 2. The parties recognize the principles and need for a method by which progressive discipline shall be provided. The Employer will 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 workdays.

- 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.

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.

Section 6. Absence and tardiness issues shall be considered together on a separate track from other disciplinary issues.

ARTICLE 20 – 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 General Manager within ten (10) calendar 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 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. The General Manager shall provide a written response within seven (7) calendar days after receipt of the grievance.

Step 2: If not resolved satisfactorily at Step 1, the grievance shall be submitted in writing to the District Manager or their designee by the Union's Representative or their designee within seven (7) calendar days after receipt of the response at Step 1. Either the District Manager or their designee or the Union shall request a meeting, which may be conducted telephonically if mutually agreed, for the purpose of resolving the grievance prior to the Employer's final decision. The meeting shall be held within (7) seven calendar days of being requested and will never exceed two paid employees. Within seven (7) calendar 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.

If the grievance is not resolved after the procedures in Step 2 have been completed, the parties, by mutual agreement, may refer the matter to non-binding mediation through FMCS. Such referrals shall occur within seven (7) calendar days after the union receives the written response from the District Manager. This process will be conducted under FMCS jurisdiction and guidelines.

Section 3. Arbitration: If the grievance cannot be satisfactorily adjusted at Step 2, 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 2 answer, or the conclusion of grievance mediation, whichever is applicable. 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 the Employer, the union, and employee(s) involved. 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 4. 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 5. 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 6. 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 7. 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 8. 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 21 – HOURS OF WORK AND OVERTIME

Section 1. The "workweek" shall consist of a seven (7)-day payroll period beginning at 12:00 am on Friday and ending at 11:59 on the following Thursday and to the extent operationally possible shall normally consist of five consecutive days and two consecutive days off. 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. The Employer shall have the right to determine the format in which employees record their time.

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 extra hours or overtime as may be necessary to meet operating requirements. In the event extra hours or overtime is required, the Operations Manager or his designee shall use the volunteer procedures below in the order in which they appear:

- a) If the employee is at work and it is within their classification, they will be asked.
- b) Volunteers will be asked beginning with the most senior qualified employee.
- c) The least senior qualified employee will be required to perform the work. If the least senior employee refuses the overtime/extra hours assignment, the Employer is free to fill the position from any available source. The least senior employee refusing overtime/extra hours may be subject to discipline. Any employee forced to work overtime will be given as much advanced notice as possible.

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. To the extent operationally possible and as determined by the Employer, the employer is committed to the creation of as many full-time schedules as possible.

Section 5. All employees covered by this Agreement will be permitted to take one (1) fifteen (15)-minute paid break for each four (4) hours worked. Breaks will be scheduled by the manager. Employees who work five (5) or more hours in a day shall receive a one-half (1/2)-hour unpaid meal break to be scheduled by the manager or designee.

Section 6. Work Schedules shall be posted at least two (2) weeks ahead of time, whenever possible.

Section 7. The Employer shall provide one (1) free, wholesome meal per shift of work.

ARTICLE 22 – 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 (2) hours 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 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. An employee who bids on and accepts or bumps into a lower paying job shall be paid the rate corresponding to the job accepted.

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. Employees shall be paid in accordance with the Employer's payroll system. The Employer will notify the union at least thirty (30) days before any change is made.

Section 5. Employees may participate in the Employer's direct deposit system on a voluntary basis. Effective 9/1/16, 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 6. 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 day 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 negotiate the new or changed job classification and rates of pay. If the parties fail to reach an agreement the changes may be submitted to the Grievance and Arbitration process, however nothing contained herein shall prevent the Employer from implementing such new or changed job(s) while the Grievance/Arbitration is being processed. 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 7. At no time shall any hourly wage rate (new hire rate, job rate, start rate, or otherwise) be less than twenty-five cents (\$0.25) above the local, state, or federal minimum wage. If the application of this provision results in wage compression between job classifications, then upon request the parties will meet and confer through the Labor-Management Committee provided for in this Agreement regarding such compression. Under no circumstances shall this provision operate or be construed to create a wage reopener or to impose upon either party a mid-term duty to bargain.

ARTICLE 23 – REPORTING PAY

Section 1. Regularly scheduled employees shall be guaranteed a minimum of one-half (1/2) 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 24 – HOLIDAYS

Section 1. All non-probationary employees of the bargaining unit shall be entitled to paid calendar holidays each year, as follows: Presidents Day, Martin Luther King Day, and Memorial Day. Effective 9/1/23 Veteran's Day will be added for a total of (4) four holidays.

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 calendar holiday, the employee shall receive an additional day's pay.

Section 3. 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 25 – PERSONAL DAYS /SICK LEAVE

Section 1. On September 1 of each year, all full-time and regularly scheduled part-time employees shall be credited with five (5) personal days/sick days for use during the academic year.

Upon completion of the probationary period, newly hired employees will be credited with a pro-rated number of personal/sick days to be used for the remainder of that academic year.

Section 2. Personal/sick days may be used under the following circumstances:

- a) When there is no food service on any weekday as a result of school being closed for students, or because of early dismissal.
- b) As a sick day when an employee is ill.
- c) To care for a family member who is ill.
- d) For scheduled personal matters, provided one week's notice is given to the Employer. The Employer will grant the day as a personal day so long as it does not adversely affect efficient operations. The employee's request for a personal day will not be unreasonably denied. The Employer may limit the number of employees permitted to be off on any workday for scheduled personal days. The Employer will respond to an employee's request for a scheduled personal day within two business days of submitting the request, whenever possible.

Section 3. Personal/sick days used shall be paid at the employee's regularly scheduled daily hours times their regular hourly rate of pay at the time of the absence and can be taken in one half day increments.

Section 4. Unused personal/sick days will be paid out to employees at the end of each academic year.

Section 5. Unused personal days shall not be paid out at termination.

Section 6. A doctor's note may be requested by the Employer upon return to work after three consecutive days off sick, or upon returning to work after being off sick on the last scheduled day before, after or on the holiday scheduled to work.

Section 7. If employees' available personal pay is not reported on the standard pay stub, the employer shall provide on a quarterly basis a report indicating each employee's available personal pay.

Section 8. Employees may use their personal days when there is an unpaid snow day when the school is closed, and they are not required to work.

Section 9. Each Academic year, the use of an employee's first five paid sick days shall not count towards the Employers time and attendance policy.

ARTICLE 26 – 401K

Section 1. Employees may participate in the Employer's 401(k) plan according to the Terms and Conditions, rules, policies, and eligibilities of that Plan, which may be changed from time to time by the Employer in its sole discretion, without bargaining with the Union. This waiver of bargaining will continue in effect following the expiration of this Agreement, until changed by written agreement of the parties.

ARTICLE 27 (A) – INSURANCE

A. Election, Enrollment and Waiver: The parties agree that employees cannot waive coverage in exchange for wages or some other type of benefit.

The parties agree that an employee may only change his or her enrollment election during the Open Enrollment period of each year of the Agreement or such other times as allowed by applicable federal law. An employee who enrolls in coverage will automatically be enrolled in the same level of coverage each subsequent enrollment period unless he or she elects to change their level of coverage during Open Enrollment.

An employee who waives medical coverage cannot elect participation in dental coverage.

If an employee elect's participation in both medical and dental coverage, the employee must elect the same benefit tier with one exception: employees can elect Single dental along with any medical tier election.

For any coverage level for which there is an employee co-premium, the Employer is required to remit contributions to the Fund for those employees who enroll in the Fund and agree to remit the required co-premium via payroll deduction. Eligible employees who wish to enroll in the Plan shall do so in accordance with the Fund's policies, including but not limited to, signing an Election Form or enrolling telephonically. The Employer is required to keep a copy of either the telephonic confirmation letter or signed election form, as applicable. Such form shall be retained with the employee's file and made available to the Fund upon request.

B. Mandatory Health Care Meetings

The Employer and the Union are jointly committed to maintaining quality and affordable health care for all bargaining unit members. To that end, the parties have agreed to the following proactive training program in order to ensure that covered individuals are made aware of the most effective way to utilize the benefits in an effort to maximize quality and control costs.

- i. The Employer will call a mandatory employee meeting within ninety (90) days of the signing of this CBA, or at a later time by mutual agreement with the Union.
- ii. Each year thereafter, the Employer shall call a mandatory employee meeting within ninety (90) days of open enrollment, or at a later time by mutual agreement with the Union.
- iii. Such meeting shall be no less than thirty (30) minutes but may be added to the beginning or end of an existing mandatory employee meeting.
- iv. Only those employees who are eligible to participate in the UNITE HERE HEALTH Food Service Plan will be required to attend.
- v. Employees attending such meeting will be paid at their normal hourly rate.
- vi. The meeting will be run by staff from UNITE HERE HEALTH if available and/or the Union.
- vii. The General Manager and/or local Human Resources Representative will attend this meeting in order to better be able to answer any questions they may receive from employees.
- viii. The General Manager and/or local Human Resource Representative and Local Union Representative will coordinate to determine if the location needs to have one mandatory meeting or multiple meetings to accommodate differing days off and/or shifts.

ARTICLE 27 (B) – INSURANCE

Section 1. Trust & Reporting Language:

The Employer agrees to contribute for each employee covered by this Agreement to UNITE HERE HEALTH ("Fund") for the purpose of providing health and welfare benefits under the UNITE HERE HEALTH Food Service Plan Unit II ("FSP II"), or such new, merged, or consolidated plan units as may be adopted by the Trustees. Said contributions shall be submitted electronically together with an electronic report of the employee data required by the Fund in the format prescribed by the Fund, no later than the fifteenth (15th) day of the month preceding the month of coverage.

In addition to providing the monthly report and payment set forth above, the Employer must report to the Fund, by no later than 10am on the last business day of the month, any changes in the status of an employee that may affect that employee's coverage (for example, terminations, layoffs, new hires and newly eligible). Since the Fund generally cannot rescind coverage, if the Employer fails to timely report a change that would otherwise terminate coverage, the Employer must pay the entire contribution for that employee (including any co-premium normally paid by the employee) for each additional month until the status change is reported to the Fund. If the Employer timely reports a change that would otherwise terminate coverage, the Employer will receive a credit for any applicable monthly payment submitted during the month of change.

The Employer agrees to submit the electronic payments and reports in a format approved by the Fund or directly via the Fund's online system. The parties acknowledge that an Excel spreadsheet with the required data fields and payment via ACH are approved formats. The Union and Employer acknowledge that the Employer's late report may result in a delay in the benefits of otherwise eligible employees.

The Employer and the Union agree to be bound by the Agreement and Declaration of Trust ("Trust Agreement") of the Fund as may, from time to time, be amended, and they do hereby irrevocably designate as their respective representatives on the Board of Trustees, such Trustees named in said Trust Agreement as Employer and Union Trustees, together with their successors selected as provided therein, and agree to abide and be bound by all procedures established and actions taken by the Trustees pursuant to said Trust Agreement. Any provision in this Agreement that is inconsistent with the Trust Agreement, or the Plan of Benefits, rules, or procedures established by the Trustees, shall be null and void.

Section 2. General Provisions:

The Employer will begin make contributions to the Fund for eligible employees upon the earlier of: (a) the first of the month following two (2) months of employment or (b) completion of one thousand and twenty (1,020) hours of service.

The Employer shall contribute to the Fund for all eligible employees. An eligible employee is defined as an employee who regularly works thirty (30) hours or more per week during the academic year at the location covered by this Agreement.

Section 3. Monthly Contributions:

(A) Medical

The Employer shall contribute the sums stated below for each eligible employee.

Silver Plus PPO - Monthly Rates

<u>Effective Date</u>	<u>Single</u>	<u>Single Plus Spouse</u>	<u>Single Plus Child(ren)</u>	<u>Family</u>
1/1/22	\$553.34	\$1,180.14	\$923.00	\$1,639.09
1/1/23	\$553.34	\$1,180.14	\$923.00	\$1,639.09
1/1/24	TBA	TBA	TBA	TBA
1/1/25	TBA	TBA	TBA	TBA
1/1/26	TBA	TBA	TBA	TBA

(B) Dental

The Employer shall contribute the sums stated below for each eligible employee.

Dental HMO - Monthly Rates

<u>Effective Date</u>	<u>Single</u>	<u>Single Plus Spouse</u>	<u>Single Plus Child(ren)</u>	<u>Family</u>
1/1/22	\$15.68	\$38.70	\$37.36	\$53.77
1/1/23	\$15.68	\$38.70	\$37.36	\$53.77
1/1/24	TBA	TBA	TBA	TBA
1/1/25	TBA	TBA	TBA	TBA
1/1/26	TBA	TBA	TBA	TBA

(C) Vision

The Employer shall contribute the sums stated below for each eligible employee.

Vision Plus – Monthly Rates

<u>Effective Date</u>	<u>Single</u>	<u>Single Plus Spouse</u>	<u>Single Plus Child(ren)</u>	<u>Family</u>
1/1/22	\$6.97	\$12.65	\$13.27	\$20.48
1/1/23	\$6.97	\$12.65	\$13.27	\$20.48
1/1/24	TBA	TBA	TBA	TBA
1/1/25	TBA	TBA	TBA	TBA
1/1/26	TBA	TBA	TBA	TBA

(D) Life and AD&D

The Employer will submit Life and AD&D contributions to the Fund for all employees, including those who decline medical coverage, at the following monthly rates.

Life and ADD - Monthly Rates (\$20,000/\$10,000)

<u>Effective Date</u>	<u>Single</u>
1/1/22	\$1.90
1/1/23	\$1.90
1/1/24	TBD
1/1/25	TBD
1/1/26	TBD

(E) Effective 1/1/24 through the expiration of this Agreement, the Employer agrees to contribute contribution rates necessary for the above-mentioned benefits, as determined by the Fund, to sustain benefits, up to an increase of no more than 4%. If the fund determines that

more than 4% increase is needed, this portion of the contract will be re-opened upon either parties request. The parties agree and understand that, if the appropriate contribution rates are not paid, the Trustees of the Fund may eliminate benefits to otherwise eligible participants and terminate the employer's participation pursuant to the Fund's Minimum Standards.

Section 4. Employee Co-premium:

Medical:	Single	20%
	Single Plus Spouse	25%
	Single Plus Child(ren)	25%
	Family	25%
Dental:	Single	20%
	Single Plus Spouse	25%
	Single Plus Child(ren)	25%
	Family	25%
Vision:	Single	20%
	Single Plus Spouse	25%
	Single Plus Child(ren)	25%
	Family	25%

The Employer will deduct the applicable amounts listed above from employees' paychecks on a weekly basis.

The Employer will submit the entire contribution to the Fund on a monthly basis on behalf of all eligible employees.

The employee share of the premium will be deducted each week through payroll deduction during the academic year (34 weeks). The employee's weekly deduction will be calculated based on the total annual amount of co-premium owed by the employee for 52 weeks divided by (34) weeks. For the 13 weeks during which employees are laid off, or not scheduled to work (e.g., winter break, spring break, and summer months), Whitson's shall pay the full contribution, to UNITE HERE Health for all eligible employees. The employee's co-premium for those 13 weeks will have been collected during the 34 weeks of the academic year. Employees who terminate employment will be refunded a prorated amount of the pre-paid co-premium.

The Employer will submit the entire contribution to the Fund on a monthly basis on behalf of all eligible employees.

ARTICLE 28 – TRAVEL ALLOWANCE

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 three (3) scheduled workdays for the purpose of bereavement and/or attending the funeral and providing for matters incident to the death. Such absences shall be permitted within three (3) 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 stepchildren, 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.

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 one bulletin board in each school for the purpose of posting information. Copies of postings shall be provided to the Unit Manager at the time of posting and shall not be defamatory or disparaging toward the Employer or the Employer's client(s).

Section 2. Employees shall be permitted to wear one union button no larger than one and a quarter (1.25)-inch while performing their duties, provided the button is not defamatory, or disparaging toward the Employer or the Employer's client.

ARTICLE 32 – UNIFORMS

Section 1. The Employer shall supply all regularly scheduled Full-Time employees with the no less than 5 required uniforms and Part Time Employees shall be provided with no less than 2 uniforms per academic school year, 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 shirt, hat, apron, and chef's coat for cooks.

The Employer shall provide the employees up to \$40.00 per academic school year, for the purchase of slip resistant shoes through the Employer's preferred vendor.

Section 2. 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. Employees shall not be responsible for the cost of replacement for uniforms that are replaced as a result of normal wear and tear, regularly scheduled replacement, or replacement resulting from circumstances beyond the employee's control.

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

Section 5. Except for a one and a quarter (1.25) inch Union button as provided in this Agreement, no non-uniform apparel shall be worn.

ARTICLE 33 – 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 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 34 – SUCCESSORS

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 35 – SAVINGS CLAUSE

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 36 – 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. No employee shall receive a reduction in compensation or benefits due to the signing of this agreement except as expressly defined in this agreement.

ARTICLE 37 - 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, unless extended by mutual agreement of the Company and Union.

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 without the express written consent of the parties. 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 38- 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 parties hereby adopt and incorporate by reference the Drug/Alcohol test Implementation Guidelines for Post-Accident Substance Abuse Testing, annexed to this Agreement as Exhibit D.

ARTICLE 39 – DURATION OF AGREEMENT

Section 1. This Agreement shall be in full force and effect as of May 1, 2022 and shall be in effect up to and including April 31, 2025 and thereafter from year to year unless either party shall give at least sixty (60) days' prior written notice before any expiration date of this Agreement to the FMCS and the other party of its desire to modify or change this Agreement.

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, Whitsons School Nutrition Corp at Pleasantville School Cafeterias and UNITE HERE Local 54, have caused this Agreement to be signed by their duly authorized representatives.

Whitsons School Nutrition Corp.

UNITE HERE LOCAL 54, AFL-CIO

BrennaSchettino
HR Director

Donna DeCaprio, Financial Treasurer

Date

Date

Keith Walker
District Manager

UNITE HERE LOCAL 54, AFL-CIO

Date

C. Robert McDevitt, President
Local 54

Date

Maureen Serp
HR Business Partner

Date

APPENDIX "A" (WAGES)

Starting Rates:

CLASSIFICATION	START	START	START
	9/1/22	9/1/23	9/1/24
COOK	\$14.00	\$14.75	\$15.75
DRIVERS	\$14.50	\$15.50	\$16.50
FOOD-SERVICE WORKER/ CASHIER	\$13.25	\$14.25	\$15.25
LEADS	\$16.00	\$16.50	\$17.25

The above list start rates are minimum wage rates, no employee will suffer a reduction due to the above listed rates, if an employee is at a higher rate of pay, they are entitled to all wage increase outlined in this agreement. Employees who are below the above listed rates will be brought up to the start rates retroactively to 9/1/22.

Wage increases:

Effective upon ratification all current employees will receive the following increases:

Food Service/Cashier workers: 5/10/22.....\$.50
 9/1/22.....\$.25 or \$14.00 whichever is higher
 9/1/23.....\$.50 or \$15.00 whichever is higher
 9/1/24.....\$.50

All other classification:

5/10/22\$.75
 9/1/22.....\$.25
 9/1/23.....\$.75
 9/1/24.....\$.75

Longevity increases: Effective by the end of the school year 2022, all employees with 10 years of service in the Pleasantville Schools will receive a onetime longevity bonus in the net amount of \$200.00 paid by separate check.

Catering Functions: Catering Functions are defined as functions that occur after the normally scheduled workday. Employees who work catering functions will be compensated \$17.00 per hour, or his/her regular rate of pay, whichever is greater. The catering functions will be offered and granted first to the senior qualified employee in the classification needed at the school where the function is being held. If more employees are needed a bid sheet will be posted at each school, two weeks prior to the function, for employees to bid on by their seniority. If not, enough employees sign up for the function, the least senior employee in the classification needed will be scheduled.

Inclement Weather Days: All employees will be issued three (3) inclement weather days per academic year, to be used if the school is closed due to inclement weather. Effective 9/1/24 one additional inclement weather day will be added for a total of four (4). Employees will be paid their regularly scheduled hours when using an inclement weather day. Inclement weather days will not be rolled over and will not be paid out if not used.

Holiday Bonus- All part time employees who have completed their probationary period will receive a net fifty (\$50.00) dollar Christmas Bonus and all Lead and Full-time employees will receive a net one hundred (\$100.00) dollar Christmas Bonus the first pay period in December for the life of the contract. To be paid by separate check.

Fruit and Vegetable Program- All employees involved in the fruit and vegetable program will be paid \$15.00 per hour, or their regular rate whichever is higher, for all time spent on the fruit and vegetable program.

Direct Deposit: Employees may use direct deposit for any reason (i.e., voluntary supplemental insurance, direct bill pay, etc.) so long as the Employer's payroll system permits, and the employee fills out the proper paper work with the account and routing number. The Employer further agrees to invite the Union to the beginning of the academic school year meeting and give the Union time at this meeting to talk to all employees each year of the contract.

APPENDIX "B"
(CHECK OFF/PAC FUND AUTHORIZATION FORM)

CHECK-OFF AUTHORIZATION FOR POLITICAL CONTRIBUTIONS FROM WAGES

I, _____ hereby authorize and direct the
PAYROLL DEPARTMENT OF _____

(NAME OF EMPLOYER)

to deduct from my salary the sum of \$ _____ per week and to transmit that sum, divided in equal shares, to the UNITE HERE TIP Campaign Committee ("UNITE HERE Committee"). I understand that (1) only U.S. citizens and lawful permanent residents who are executive or administrative staff, or their family members, may contribute; (2) contributing to UNITE HERE Committee is not a condition of membership in UNITE HERE or any of their affiliates, and is not a condition of employment; (3) I may refuse to contribute without reprisal; (4) any guideline contribution amount proposed by UNITE HERE, including contributing to UNITE HERE Committee are only suggestions, I may contribute more or less than that amount, and I will not be favored or disadvantaged by UNITE HERE because of the amount of my contributions or my decision not to contribute to, UNITE HERE Committee; and (5) my contributions will be used for political purposes to advance the interests of the members of UNITE HERE, their families, and all workers, including support of federal and state candidates and political committees and addressing political issues of public importance.

Name: _____
(Print Full name)

Signature: _____

Social Security Number: _____

Date: _____

ADDRESS _____
(STREET)

(CITY, STATE, ZIP CODE)

APPENDIX "C"

STEP 1 GRIEVANCE FORM

Employee Name: _____

School: _____

Date of Hire: _____ Position: _____

Shop Steward: _____ Department Manager: _____

Disciplinary Action (enter date): _____ Verbal Warning _____

Written Warning: _____ Non-Disciplinary Grievance: _____

Suspension: _____ Termination: _____

Issue:

Requested Remedy:

Result: Resolved: Yes _____ No _____

Other:

Employee Signature: _____

Shop Steward Signature:

Manager Signature: _____

APPENDIX “D”

(DRUG/ALCOHOL TEST IMPLEMENTATION GUIDELINES)

POST-ACCIDENT SUBSTANCE ABUSE TESTING

A. Circumstances When Testing Will Be Required

As permitted by law, Whitsons 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
- ☐ *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

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, Whitson’s will conduct drug and alcohol testing.

All Employee Accidents must be reported to the Sodexo unit manager or other designated person or manager 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 thirty-two (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. Whitsons 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,” Whitson’s 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 (3) 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:

Whitson's 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. Whitson's 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, Whitson's 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 Whitson's 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. Whitson's 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 Whitson's.

If the result is reported to Whitson's as positive by the MRO, Whitson's 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 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.

For a first positive test result, an Employee will be permitted to take an unpaid leave of absence of up to 30 days for the purpose of participating in a medically approved rehabilitation program. Upon successful completion of the rehabilitation program, the Employee, the Union and the Employer will execute a Return-to-Work Agreement, specifying that in addition to drug and alcohol testing following any on-the-job injury, the Employee will, for a period of 12 months, be subject to drug and alcohol testing at the direction of management if there are reasonable grounds to suspect that the Employee is under the influence of drugs or alcohol. The penalty for a second positive test for drugs or alcohol shall be termination.

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 Whitson's designated Human Resources Manager as part of Whitson's 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 Whitson's and may be disclosed to Human Resources, the MRO, and to Whitson's managers 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, Whitson's health insurance program. 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 Whitson's Drug and Alcohol Use Policy and will not prevent termination for a positive test result.

WHITSONS PLEASANTVILLE STAFFING LIST

Location	Position	Hours
Admin	General Manager	
Admin	Assistant Mgr	
Admin	Chef	
Admin	Administrative Assistant	8
Admin	Driver	8
Pleasantville HS	Cook	7.5
Pleasantville HS	Cook	7.5
Pleasantville HS	Food Service Worker	7
Pleasantville HS	Food Service Worker	7
Pleasantville HS	Food Service Worker	7
Pleasantville HS	Food Service Worker	7
Pleasantville HS	Lead	8
Pleasantville HS	Food Service Worker	7
Pleasantville HS	Food Service Worker	7
Pleasantville N.Main Elem	Cook	7
Pleasantville N.Main Elem	Food Service Worker	7
Pleasantville N.Main Elem	Lead	8
Pleasantville N.Main Elem	Food Service Worker	7
Pleasantville S.Main Elem	Food Service Worker	7
Pleasantville S.Main Elem	Lead	8
Pleasantville S.Main Elem	Food Service Worker	7
Pleasantville S.Main Elem	Cook	7
Pleasantville S.Main Elem	Food Service Worker	7
Pleasantville Leed Elem	Cook	7
Pleasantville Leed Elem	Food Service Worker	7
Pleasantville Leed Elem	Food Service Worker	7
Pleasantville Leed Elem	Lead	8
Pleasantville Leed Elem	Food Service Worker	6.5
Pleasantville Washington	Food Service Worker	7
Pleasantville Washington	Lead	8
Pleasantville Washington	Cook	7
Pleasantville Washington	Food Service Worker	7
Pleasantville Washington	Food Service Worker	7
Pleasantville M.S	Food Service Worker	7
Pleasantville M.S	Food Service Worker	7
Pleasantville M.S	Lead	8
Pleasantville M.S	Food Service Worker	7
Pleasantville M.S	Cook	7
Pleasantville M.S	Food Service Worker	7