

**AGREEMENT**

**BETWEEN**

**SODEXO CAMPUS DINING SERVICES**

**AT**

**ST. CLOUD STATE UNIVERSITY  
720 4<sup>TH</sup> AVENUE, S.  
ST. CLOUD, MN 56301**

**AND**

**MINNESOTA STATE EMPLOYEES UNION,  
COUNCIL 5 OF THE  
AMERICAN FEDERATION OF STATE,  
COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO**

**EFFECTIVE DATES:**

**FROM: JULY 1, 2011**

**TO: JUNE 30, 2014**

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## **AGREEMENT**

This Agreement entered into by Sodexo, Inc., operating the food service at St. Cloud State University, 720 4<sup>th</sup> Avenue, S., St. Cloud, MN 56301, hereinafter referred to as the "Employer" or the "Company" and Council 5, of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union", has its purpose and intent the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

## **ARTICLE 1 – RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining agent for all full-time and regular part-time food service employees, who work twenty (20) or more hours per week, including lead employees, employed at the food service facilities at St. Cloud State University, excluding office clerical employees, casual and temporary employees, student employees, guards, and supervisors, as defined in the National Labor Relations Act, as amended.

Temporary employees are those employees who are not employed in excess of one (1) school semester. Casual employees (not to exceed fifteen percent [15%] of the Union work force) are those employees with no regular work schedule.

## **ARTICLE 2 – DEFINITIONS**

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

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

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

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

## **ARTICLE 3 – UNION SECURITY**

Section 1 Agency Shop: Any present or future employee who is not a Union member, and who does not make application for membership, shall, as a condition of employment, pay to the Union each payroll period a service charge as a contribution towards the administration of this Agreement in an amount equal to the regular dues of AFSCME Local 753. Employees who fail to comply with this section shall be discharged by the Employer within thirty-one (31) days after receipt of written notice to the Employer from the Union.

Section 2 New Employees: The Employer agrees to furnish the Local Union Steward with the name and address of all new employees within five (5) days of the date of their hire.

**Section 3** Check-off: The Employer agrees to deduct weekly from the wages of employees who authorize such deductions in writing, an amount sufficient to provide for the payment of Union membership dues or service fees as established by the Union. The amounts to be deducted shall be certified to the Employer by the Union and the aggregate deductions of all such employees shall be remitted together with an itemized statement, to the Union, by the twentieth (20<sup>th</sup>) day of the month following the month in which deductions are made.

Authorizations for such deductions shall be irrevocable during the life of this Agreement.

**Section 4** Successor: This Agreement shall be binding in all respects on the parties and their successors.

## **ARTICLE 4 – NON-DISCRIMINATION**

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

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

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

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

**Section 4.** The Employer agrees not to interfere with the rights of employees to become members of the Union and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union, which is in accordance with the provisions of this Agreement.

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

## **ARTICLE 5 – 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, depending on unit size. Committee members shall be designated, in writing, by each party to the other. Meetings will be held at mutually agreeable times and places so as to apprise the other of problems, concerns and suggestions related to the operations and the work force, all with the aim of promoting better understanding between the parties. Meetings will be held within fifteen (15) days after either party so requests, but not more than one time each month during the academic year. A written agenda shall be established for each meeting and shall be presented between the parties a minimum of forty-eight (48) hours in advance of the scheduled meeting. Said agenda may be amended by mutual agreement at the 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 meetings.

## **ARTICLE 6 – HOURS OF WORK**

Section 1 Work Day: Eight (8) consecutive hours shall constitute the normal work day and work shift. There shall be no split shifts.

Section 2 Work Week: Five (5) eight (8) hour days within the seven (7) day period Friday through Thursday, inclusive, shall constitute the normal work week. Hours of work can be modified by agreement between the Employer, employee and the Union.

Section 3 Work Schedules: Work schedules showing the employees' hours, work days, and shifts shall be posted on the department bulletin board seven (7) days in advance of their effective date. When changes are posted differing from an employee's normal work schedule, the employee shall also be notified verbally of such change.

Section 4 Paid Rest Periods: All employees shall be granted a fifteen (15) minute paid rest period for each four (4) hours worked. Any employee scheduled to work seven and three-quarters ( $7\frac{3}{4}$ ) or more hours shall receive two (2) fifteen (15) minute paid rest periods. No employee shall work more than four (4) straight hours without being given a rest period. Employees who for any reason work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period before they start work on such next shift when it is expected that the overtime work will last two (2) hours or more. In addition, they shall be granted the regular rest periods that occur during that shift.

Section 5 Meal Periods: All employees, working six (6) or more hours shall be granted a thirty (30) minute unpaid lunch period during each work shift. Whenever possible, the lunch period shall be scheduled at the middle of each shift.

Section 6 Reporting Time: Any employee who is scheduled to report for work and who presents himself/herself for work as scheduled shall be assigned to at least three (3) hours on

the shift for which he/she was scheduled to report. This Section shall not apply if there is a lack of work caused by unnatural or catastrophic conditions beyond the control of the Employer.

Section 7 Call Back: Any employee called back to work outside of his/her regularly scheduled shift shall be paid for a minimum of three (3) hours at the rate of time and one-half (1 ½).

Section 8 Before being offered to student and casual employees, additional hours of work shall be first offered to Union employees, if they are available.

Section 9 Summer hours presented to employees shall be first offered to the most senior employee(s) by job class, who are qualified to perform the work. Should the most senior employee choose not to accept the hours, the hours shall then be offered to the next most senior employee. In the event all employees decline the summer hours, the employer shall have the right to assign hours based upon inverse seniority among employees in the class.

For purposes of this Section, in an effort to allow employees who volunteer the ability to maximize their hours during the summer months, employees shall be eligible to work split-shifts and shall not be subject to Sections 1, 6 and 7 of Article 6 (Hours of Work) of this Agreement.

The parties agree to discuss specific issues regarding upcoming Summer Schedules each Spring in a Labor –Management committee meeting.

## **ARTICLE 7 – HOLIDAYS**

Section 1 Recognized Holidays: Christmas Day, New Year's Day, Thanksgiving Day and the Friday after Thanksgiving shall be recognized and observed as paid holidays. Eligible employees shall receive holiday pay in an amount equal to the employee's regularly scheduled hours of work per day, for each of these holidays. "Eligible employees" shall mean a regular full-time or part-time employee who is in active payroll status, i.e. must have worked on his/her last regularly scheduled day of work immediately preceding a holiday and worked his/her first regularly scheduled day of work immediately following the holiday. Regularly scheduled days shall include paid vacation days, jury duty, paid bereavement days or paid sick days. Holidays shall be observed in accordance with the holiday schedule established by St. Cloud State University.

Section 2 Holiday Work: If an employee works in any of the holidays above, he/she shall be paid at the rate of time and one-half (1 ½) for each hour worked, in addition to his/her regular holiday or vacation pay.

Any employee that is scheduled, and works, on Easter Day, Martin Luther King Day, Memorial Day, July 4<sup>th</sup>, or Labor Day shall be compensated at the rate of time and one-half (1 ½) for all hours worked.

Section 3 Holiday Hours: For the purpose of computing overtime, all holiday hours worked or un-worked for which an employee is compensated (excluding premium hours) shall be regarded as hours worked.

Section 4 Employees shall receive double time for all overtime hours worked on a holiday (holiday pay will not be included in forty [40] hours for the overtime calculation).

## **ARTICLE 8 – VACATIONS**

**Section 1. Vacation Accrual:** All full-time employees covered by this Agreement shall accrue vacation time based upon a thirty-three (33) week academic year or thirteen hundred twenty (1320) annual hours. Vacation shall be determined based on length of service as follows:

- Employees hired onto the payroll until they complete sixty (60) months of service as of October 1<sup>st</sup>, they shall accrue .0607 hours of vacation pay per hour paid, up to a maximum of eighty (80) hours in a year.
- For employees with at least sixty (60) months of service, or more, as of October 1<sup>st</sup>, they shall accrue .0910 hours of vacation pay per hour paid, up to a maximum of one-hundred and twenty (120) hours in a year.

**Section 2.** Vacation time shall vest on October 1<sup>st</sup>, of each year. Employees with less than twelve (12) months of service as of October 1<sup>st</sup>, shall receive an allotment equal to their accrual from their date of hire until October 1<sup>st</sup>.

**Section 3.** Notwithstanding the fact that the accrual rate is based upon a thirty-three (33) week academic year, employees shall accrue vacation time up to the maximum stated for all hours paid between the period of October 1<sup>st</sup> and October 1<sup>st</sup> of the following year.

**Section 4.** The parties also agree that should the Employer's payroll system allow the ability for vacation time to be automated to allow the calculation of vacation time, that these rates shall be used for the purposes of doing so.

**Section 5. Vacation Pay.** The rate of vacation pay shall be at the regular straight time rate of pay in effect for the employee's regular job during the vacation period times the number of hours the employee is regularly scheduled to work per week. Employees may request and receive their vacation pay on the last regular pay day preceding the end of the Spring Semester.

**Section 6. Vacation Period.** Vacations shall normally be taken during periods when food service operations are curtailed. The Employer shall give reasonable consideration to requests for vacation, taking into account the Employer's ability to provide staff coverage for the employee, the employee's seniority, and the reasons the employee is requesting the vacation. Vacations shall be granted at the time requested by the employee provided such vacation does not interfere with the efficient operation of the food service. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given his/her choice of vacation period in the event of a conflict.

**Section 7.** Employee vacation requests shall be answered and returned, in writing, to the employee within five (5) working days

**Section 8.** Vacation earned under this Agreement may not be carried over from year to year. Employees who have not used their allotted vacation time in a given year shall be paid out for such time prior to October 1<sup>st</sup>.

**Section 9. Vacation Changes.** Should an employee becomes sick or injured prior to the commencement of their scheduled vacation and whose illness or injury disables them through



the entire period of their scheduled vacation, shall at their option, receive vacation pay for their scheduled vacation or receive sick pay for this period of time and have their vacation rescheduled. An employee cannot receive both sick pay and vacation pay for the same period. Such notice shall be accompanied by adequate proof of such illness or disability and shall be given to the Employer as soon as possible after the illness or disability occurs.

**Section 10. Vacation Rights.** Any employee who has vested vacation time as of October 1<sup>st</sup> of a given year and is permanently laid-off, discharged, retired, or otherwise separated from the service of the Employer for any reason shall be entitled to all hours accrued at their time of separation in addition to any hours of vested vacation that are unused at the time of their separation at their then current rate of pay on the next regular payroll period.

Employees who are eligible for Social Security or who have fifteen (15) years of continuous service and who resign their employment on August 1<sup>st</sup> or after will receive three (3) weeks of vacation. To calculate the hours that would normally be accrued from the date of their separation until October 1<sup>st</sup>, it shall be based upon the average hours paid on a weekly basis during the past academic year.

## **ARTICLE 9 – SICK LEAVE**

**Section 1 Allowance:** All full-time employees covered by this Agreement shall earn and accumulate sick leave in accordance with the following schedule:

<u>Period of Service</u>	<u>Accrual Rate Per Hour Worked</u>
During the 1 <sup>st</sup> through 24 months of Seniority	.025
After 24 months of Seniority and up to a maximum accrual of 240 hours	.0375
Hours beyond 240 hours shall be accrued up to a maximum of 600 hours at the rate of	.025

For the purpose of this Section, "hours worked" means any hour in which an employee receives compensation for work performed or accrued paid leave.

**Section 2 Utilization:** Employees shall be granted sick leave with pay for absences necessitated by reason of any sickness or disability which renders the employee unable to perform the duties of his/her employment; for reasons of medical or dental care; for exposure to serious contagious disease; or by illness of his/her spouse or minor children or parents, for such periods as attendance shall be necessary. The Employer may require an employee to furnish a statement from a medical practitioner for absences in excess of three (3) consecutive work days or in instances where the Employer has substantial reason to believe that an employee is abusing his/her sick leave rights.

Any employee incurring an on the job injury shall be paid the employee's regular rate of pay for the remainder of the work shift. Any necessary sick leave charges for employees so injured shall not commence until the first scheduled work day following the injury.

**Section 3 Accrual:** If the Employer's payroll system has the ability, the Employer shall include the employee's sick leave accrual, utilization, and balance in the employee's pay envelope. If this is not available, the Employer shall provide a report detailing the information on a quarterly basis to the employees.

**Section 4 Bereavement Leave:** In the event of death in the family of an employee' spouse, domestic partner, parents, children, brother, sister, grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step parents, step children, step brother, step sister, aunt or uncle, the employee shall be granted up to three (3) days bereavement pay to make household adjustments, or to attend funeral services.

Employees may request additional time off for purpose of bereavement. Additional time may include the use of sick or vacation time that the employee may have, or may be unpaid.

Bereavement leave, whether paid or unpaid, shall not be used when addressing attendance issues.

**Section 5 Sick Leave Bonus:** Full-time employees with perfect attendance and who have not utilized sick leave during a review period shall be paid twelve (12) hours' pay at their current hourly rate of pay. This shall be paid every semester and shall include the summer schedule and be used as a bonus for the prudent use of sick leave.

The review periods shall be August 16<sup>th</sup> to November 15<sup>th</sup>; November 16 to February 15<sup>th</sup>, February 16 to May 15<sup>th</sup>; or the summer period, which shall be the amount of weeks that Sodexo is operating during the summer. Employees shall have the option of one (1) weeks' unpaid leave with approval of the supervisor and said approval shall not be unreasonably withheld. If an employee cannot schedule a doctor appointment during off hours the employee will be granted up to four (4) hours off without accounting this against their attendance record for purposes of sick leave bonus. The Employer may request, and if so, the employee must provide written verification from the doctor.

**Section 6 Sick Leave Bonus Upon Retirement:** Any employee who retires and collects a Social security benefit or terminated employment after fifteen (15) years of continuous employment, shall be entitled to a cash payment equal to fifty percent (50%) of his/her accrued sick leave at the time of retirement.

## **ARTICLE 10 – LEAVES**

**Section 1 Jury Duty:** Employees shall be granted a leave of absence with pay, reduced by the amount of any compensation (except mileage and expenses) received from the court, any time they are required to report for jury duty or jury service. At the time an employee is notified he/she may be called for jury duty, he/she shall notify his/her supervisor as soon as possible. The employee shall make every attempt to have jury duty deferred to a period when the food service operation is curtailed.

**Section 2 Civic Duty:** Employees required to appear before a court or other public body on any matter not related to their work and in which they are not personally involved (as a plaintiff or defendant) and employees elected or appointed to any political or legislative position who request a leave of absence to perform their civic duty shall be granted a leave of absence without pay for the period necessary to fulfill their civic responsibilities.

**Section 3** Military Service: Any employee who is a member of a reserve force of the United States or of this State and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this State shall be granted an unpaid leave of absence during the period of such activity, up to a maximum of fifteen (15) full work days per year.

**Section 4** Medical Leave: Employees will be granted leaves of absence for medical reasons for as long as their attending physicians require, not to exceed a period of six (6) months.

**Section 5** Maternity Leave: Upon written request, maternity leaves of absence without pay shall be granted to all employees who request same. The leave shall begin at a time requested by the employee and shall continue up to a maximum of six (6) months. Employees returning from a maternity leave shall be reinstated to their original job or to a position of like status and pay. There shall be no policy requiring the termination of pregnant employees which is based upon a specific number of months of pregnancy, however, the Employer may request a statement from the employee's physician that continued performance in the employee's normal duties will not be injurious to the health of the employee. Employees must give the Employer at least two (2) weeks notice of their intention to return to work.

**Section 6** Reasonable Purpose: Leaves of absence without pay for a limited period not to exceed six (6) months shall be granted for any reasonable purpose, and such leaves may be extended or renewed for any reasonable period. Reasonable purpose in each case shall be agreed upon by the Union and the Employer. Request for leaves of absence must be made in writing indicating the reasons therefore and the requested duration of such leave. Requests for leaves of absence must be made as far in advance as possible, with a minimum of two (2) weeks notice whenever possible.

Employees may request approval for up to three (3) personal leave days without pay each year (July 1<sup>st</sup> to June 30<sup>th</sup>). Request for personal leave must be made in writing to the Employer ten (10) days in advance of the leave, wherever practical, however, in all cases as soon as the employee knows of the need. The supervisor shall respond in writing to all personal leave requests within twenty-four (24) hours. If it is necessary to restrict the number of employees on leave at one time, the more senior employees shall be granted the leave. Leaves will be granted on a "first come – first serve" basis, and once leave has been approved, an employee cannot be required to work.

**Section 7** Union Business: The Employer will approve written requests for leave without pay, not to exceed one (1) year, for employees elected to any Union office or selected by the Union to do work which takes them from their employment with the Employer.

**Section 8** Negotiations: No more than five (5) employees selected to serve on a negotiating committee will be paid for time lost when negotiations are held during their regular shift, such costs to be borne equally by the Employer and the Union. The Union agrees to notify the Employer of the names of employees selected prior to the start of negotiations.

## **ARTICLE 11 – OVERTIME**

**Section 1** Overtime Hours: All hours worked in excess of eight (8) hours in any work day; in excess of a forty (40) hour work week; before or after any regularly scheduled eight (8) hour

shift; all days in excess of five (5) days in a work week (Friday through Thursday) or on any holiday, shall be considered overtime. The Employer agrees to make every effort to establish schedules which do not require more than seven (7) consecutive days of work. For purposes of this Section, all hours of paid leave shall be regarded as hours worked.

Section 2 Overtime Rates: All employees shall be compensated for approved overtime work at the rate of time and one-half (1 ½) at the employee's regular hourly rate.

Section 3 Distribution of Overtime: Overtime work shall be distributed as equally as possible among employees in the same job classification and in the same work area who desire the overtime work. Work areas are Atwood, Garvey Kitchen and Garvey Service Area. An accumulative record of overtime worked and declined for each employee shall be posted on the bulletin boards.

Section 4 Pyramiding: There shall be no pyramiding of overtime hours or rates.

## **ARTICLE 12 – SENIORITY**

Section 1 Definition: "Seniority" means an employee's length of continuous service with the Employer since his/her last date of hire. An employee's continuous service record shall be broken only by voluntary resignation, discharge for just cause, or continuous lay-off in excess of one (1) year. There shall be no deduction from continuous service for any time lost which does not constitute a break in continuous service.

All newly hired employees shall have a ninety (90) calendar day probationary period (exclusive of any periods of lay-off) during which time the Employer shall be sole judge of their qualifications for continuing employment and should their employment be terminated during this period, such termination shall not be subject to the grievance and arbitration provisions of this Agreement. An employee who successfully completes his/her probationary period shall be placed on the seniority list and their seniority date shall be their date of hire.

Section 2 Seniority Lists. Every three (3) months the Employer shall post on the department bulletin board a seniority list showing the continuous service of each employee. A copy of this seniority list shall be furnished to the Local Union at the time it is posted. When two (2) or more employees have the same seniority dates, their respective positions on the seniority list shall be determined by lot.

Section 3 Promotions, Job Vacancies. When new jobs are available or when other permanent vacancies occur in the bargaining unit, or when temporary vacancies in excess of three (3) weeks occur in the bargaining unit, the vacancies shall be filled as follows:

- a. When a job vacancy occurs, the Company will post the job, including the general duties and shift involved, for four (4) consecutive days on the employee bulletin boards at Atwood, Garvey Kitchen and Garvey Service Area.
- b. Employees desiring to apply for this job will write their names on the posted notice. The successful applicant will be selected on the basis of seniority, provided the employee possesses the ability and qualifications to perform the work required in the new position.

- c. The employee shall be provided a complete and accurate job description detailing the duties of the job at the time he/she begins work. (Each employee currently employed shall be provided a complete and accurate job description detailing the duties of his/her job as of July 1, 2006.)
- d. If the employee awarded the job decides, within fifteen (15) working days of the assignment, that he/she does not want the job, the employee shall be returned to the position held before the award. The Employer shall then fill the position according to "B" above. The employee shall not be returned to the previous position until the Employer has secured a replacement or fifteen (15) days after the assignment, whichever comes first.
- e. When an employee returns from a leave of absence, the employee filling the temporary vacancy in excess of three (3) weeks will be returned to the job he/she previously held.
- f. An employee accepting promotion or transfer to a job within the scope of this Agreement and failing to qualify within fifteen (15) working days shall return to the job from which he/she was promoted or transferred.
- g. In the event no employee bids on a posted vacancy within the four (4) day period, the Employer may fill such vacancy as he sees fit, provided the position remains a Union position.
- h. The Employer may fill vacancies on a temporary basis during the bidding process.
- i. The Employer shall post temporary vacancies. Any vacancy remaining after two (2) postings shall be filled by the Employer with either a Union member, temporary employee, or a casual employee. It is understood that no Union member will receive a loss in hours because of a temporary placement of a Union member by the Employer into a temporary position.

Section 4 Work on a Higher Rated Job: When an employee works a higher rated position for two (2) hours or longer, that employee shall be paid the higher rate for such time spent on that job.

Section 5 Job Abolishment. In the event that a job is abolished an affected employee and the first employee bumped under the provisions of this Section will have the option to:

- a. Bump the less senior employee in the employee's classification.
- b. Bump the less senior employee in an equal class provided the bumping employee is qualified to perform the job.
- c. Bump the less senior employee in a lower classification provided the bumping employee is qualified to perform the job.

Any additional employee bumped by the provisions of this Section shall also be permitted to:

- a. Bump the least senior employee in the employee's classification.

- b. Bump the least senior employee in an equal class provided the bumping employee is qualified to perform the job.
- c. Bump the least senior employee in a lower classification provided the bumping employee is qualified to perform the job.

In A, B, and C above, employees shall first bump the employee with the same number of hours in the same, equal, or lower classification.

Section 6 Lay-off: Any interruption of employment in excess of three (3) consecutive work days shall constitute a lay-off. Prior to instituting any lay-off procedures, the Employer shall offer employees to be affected an opportunity to transfer to vacant positions which they are qualified to fill in the bargaining unit on a seniority basis. Lay-off of employees shall be made in the inverse order of seniority within classification in which the lay-off becomes necessary. In every case of lay-off, the Employer shall give written notice to the employee and the local Union Steward or representative as far in advance as is reasonably possible and shall indicate the estimated length of the lay-off.

Section 7 Bumping: If they so desire, employees who are about to be laid off shall be permitted to exercise seniority rights to bump (displace) the least senior employee first in their own classification, second in an equal classification, third in a lower job classification within the bargaining unit providing the bumping employee has greater seniority than the employee who is so displaced and is qualified to perform the job. Employees shall first bump the least senior employee with the same number of hours. Employees bumped by the provisions of this Section shall also be permitted to exercise bumping rights.

Section 8 Reduction in Hours: Two (2) weeks after the beginning of each semester, the Employer will establish a schedule for the remainder of the semester. When hours have been reduced, the Employer shall make every effort to reassign senior employees whose hours have been reduced and who desire more hours to job assignments with the greater number of hours, taking into consideration the factors of seniority, individual abilities and the stability of the operation.

Section 9 Lay-off Lists: Employees who are laid off, bumped, or who change job classification in accordance with the provisions of this Article shall have their name placed on a lay-off list for the class in which they formerly served, in the order of their seniority within classification for each class.

Section 10 Recall: Employees shall be recalled from lay-off in order of their rank on the lay-off list. No new employees shall be hired until all employees on lay-off status, who desire to return to work, have been recalled.

Section 11 Shut-down/Start-up: On partial school days, those employees normally assigned the shift shall be scheduled. If the Employer does not need all the employees on a shift on a partial school day, the Employer shall schedule the senior employees assigned that shift to work. When the shift is needed encompasses two (2) shifts, the most senior employees from each shift shall be scheduled.

## **ARTICLE 13 – JOB SAFETY**

**Section 1 General:** It shall be the policy of the Employer that the safety of his employees, the protection of work areas, and the prevention of accidents are continuing and integral parts of his every day operating responsibility. It shall be the responsibility of all employees to cooperate in programs to promote safety and to comply with rules promulgated to ensure safety. This employee responsibility includes the use of all safety devices provided in accordance with recognized safety procedures.

**Section 2 Employee Safety:** Any unsafe equipment or job conditions shall be brought to the attention of the supervisor. Any necessary protective equipment or protective clothing shall be furnished by the Employer at no expense to the employee. Employees who continue to use unsafe procedures or equipment after being instructed not to do so shall be subject to disciplinary action.

**Section 3 Safety Committee:** A joint Union-Management Safety Committee shall be established composed of one (1) representative of the Employer and one (1) representative of the Union from each work area. The Committee shall meet monthly to discuss safety and other matters of concern in an effort to create a better working relationship between the parties, including discussion of duties which could be done by employees on limited duty restrictions.

## **ARTICLE 14 – DISCIPLINE AND DISCHARGE**

**Section 1 Discipline:** Disciplinary action may be imposed upon an employee only for just cause. Any disciplinary action or measures imposed upon an employee may be processed as a grievance through the regular grievance procedure. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Minor infractions, irregularities, or deficiencies shall first be privately brought to the attention of the employee.

Upon written request of an employee, the contents of his/her personnel records shall be disclosed to the employee and/or his/her Union representative and/or his/her legal counsel. Disciplinary action or measures shall include only the following:

- a. Oral Reprimand;
- b. Written Reprimand;
- c. Suspension (notice to be given in writing);
- d. Discharge (notice to be given in writing);

The Union shall receive a copy of all written disciplinary actions and the reasons therefore.

**Section 2 Discharge:** The Employer shall not discharge any employee without just cause. The Union shall have the right to take up the suspension and/or discharge of an employee as a grievance at the second step of the grievance procedure and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary by either party.

Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation in cash for all lost time and with full restoration of all other rights and conditions of employment except as may be otherwise agreed to by the parties or as may be otherwise determined by an arbitrator.

Section 3 Personnel Records: An oral reprimand shall be removed from the employee's personnel record after six (6) months, and a written reprimand, or a written record of a suspension shall be removed from the employee's personnel record after one (1) year provided that no further disciplinary action has been entered into the employee's personnel record during the year.

## **ARTICLE 15 – SETTLEMENT OF DISPUTES**

Section 1 Grievance Procedure: Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner.

- Step 1 The Union Steward, with or without the employee, shall take up the grievance or dispute with the employee's immediate supervisor within fourteen (14) days of his knowledge of its occurrence, provided however, any liability situation shall not begin until the date on which the grievance is filed. The supervisor shall then attempt to adjust the matter and shall respond to the Steward within seven (7) calendar days.
- Step 2 If the grievance has not been settled, it shall be presented in writing by the Union Steward, Grievance committee, or Union Representative to the Food Service Director within seven (7) days after the Supervisor's response is due. The Food Service Director will respond to the Union Steward, Grievance Committee, or Union Representative in writing within five (5) working days.
- Step 3 If the written grievance remains unresolved, it may be presented to the District Manager by the designated Union Representative within seven (7) calendar days after the Step 2 response is due. The District Manager shall arrange a meeting with the designated Union Representative(s) within seven (7) calendar days. The District Manager shall respond to the Union Representative and the Union Staff Representative in writing within seven (7) calendar days.
- Step 4 If the grievance is still unsettled, the Union may, within sixty (60) days after the reply of the District Manager is due, serve notice of its intention to submit the issue to arbitration by giving written notice to the other party. The selection of an arbitrator and the conduct of any arbitration shall be in accordance with the voluntary labor arbitration rules of the Federal Mediation and Conciliation Service. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue its decision within thirty (30) days after the conclusion of testimony and argument. Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and outside witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it



pays for the record and makes copies available at a reasonable cost to the other party and the arbitrator. The jurisdiction and the authority of the arbitrator of the grievance and his opinion and award shall be confined exclusively to the interpretation of the expressed provisions of this Agreement and he shall have no authority to add to, detract from, alter, amend, or modify any provisions of this Agreement.

Section 2 Time Limits: The time limitation set forth in this Article may be waived, without prejudice to either party, only upon mutual agreement between the Union and the Employer.

## **ARTICLE 16 – INSURANCE**

Section 1 Life Insurance: The Employer shall provide a free group life insurance policy in the amount of ten thousand dollars (\$10,000).

Section 2 Eligible employees may participate in the Employer's Health, Dental, Short Term Disability, Life and other plans which may be part of the Sodexo Standard plans, under the same terms, conditions, eligibilities, rules, policies, and costs of the Standard plans which are changed from time to time by the plan administrators.

The above insurance coverage is for any employee who works thirty (30) or more hours per week. When employee contributions are necessary, such contributions shall be made through payroll deduction.

Employees may drop health insurance participation according to IRS, standard plan, and carrier rules. The new employees must choose coverage within ninety (90) days of hire. The coverage becomes effective on the first (1<sup>st</sup>) of the month following ninety days of employment.

Prior to the start of the new insurance open enrollment period, the Employer shall notify the employee of the cost increases in their insurance plan. The Employer will provide, upon request, a breakdown of the insurance costs paid for by the Employer and employee with the best information available.

The Employer agrees to establish with the Union an Insurance Committee to seek out other insurance coverage. When a satisfactory insurance plan is ratified by the Union, the Employer may implement the new insurance plan. The Committee shall meet as needed to assure continuation of a mutually agreeable insurance plan.

Section 3 Disability Insurance: The Employer shall make available optional Sickness and Accident Insurance for its employees with terms at least equal to those found in the Master Agreement between the State of Minnesota and the St. Paul Companies.

Section 4 Payroll Deductions: With the written authorization of the employee, the Employer shall deduct from the earnings of each employee who has selected optional, employee paid coverage, an amount sufficient to pay the costs of such coverage and shall remit such deductions to the appropriate insurance carrier or agent in a timely manner.

Section 5 Premiums During Lay-off: The Employer agrees to pay the costs and continue in full force and effect all Employer-paid insurance coverage during the first three (3) full calendar months of summer lay-off of any employee covered by this Agreement.

**Section 6 Conversion:** The Employer shall notify in writing employees of their rights to convert the insurance benefits provided in this Article upon separation from service with the Employer.

## **ARTICLE 17 – WAGES**

**Section 1 Salary Ranges:** Effective July 1, 2011 the minimum rate of pay for New Hire employees covered by this Agreement shall be:

<b>Classification Titles</b>	<b>7/1/11 Start Rate</b>	<b>7/1/11 After Probation Rate</b>	<b>7/1/13 Start Rate</b>	<b>7/1/13 After Probation Rate</b>
Baker	\$10.75	\$11.00	\$10.90	\$11.15
Cook	\$10.20	\$10.45	\$10.35	\$10.60
Grill Cook	\$9.05	\$9.30	\$9.20	\$9.45
Food Service Worker / Cashier	\$8.90	\$9.15	\$9.05	\$9.30
Food Service Worker	\$8.80	\$9.05	\$8.95	\$9.20
Utility Employee	\$8.65	\$8.90	\$8.80	\$9.05

All employees who are below the starting pay in their classification shall receive the greater of either the start rate on Effective start of first pay period following Ratification or the amount of the general wage increase described below. From then on, no employee will be paid less than the appropriate start rate listed above.

### **Section 2. General Wage Increase**

Effective 7/1/11	\$0.25
Effective 7/1/12	\$0.30
Effective 7/1/13	\$0.25

**Section 3 Longevity Pay:** Effective July 1, 2005, employees shall receive as a longevity premium, the following amounts for each hour worked:

After 6 years	\$0.15 per hour additional (total of \$0.15 premium added to base wage)
After 10 years -	\$0.10 per hour additional (total of \$0.25 premium added to base wage)
After 11 years -	\$0.15 per hour additional (total of \$0.40 premium added to base wage)
After 15 years -	\$0.10 per hour additional (total of \$0.50 premium added to base wage)
After 20 years -	\$0.10 per hour additional (total of \$0.60 premium added to base wage)

**Section 4 Lead Premium:** Employees designated as Lead Workers shall receive an additional fifteen cents (\$0.15) per hour salary differential.

## **ARTICLE 18 – SODEXO 401(k) PLAN**

Section 1 Employees may participate in the Sodexo Retirement Savings Plan according to the terms, conditions, rules, policies, eligibilities, and employee contributions as determined by the Plan Administrators.

## **ARTICLE 19 – UNION RIGHTS**

Section 1 Employee Bulletin Boards: The Employer agrees to furnish and maintain suitable bulletin boards in convenient places to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards.

Section 2 Union Activities: The Employer agrees that during working hours, on the Employer's premises, and without loss of pay, the Local President and/or his/her designated representatives shall be allowed reasonable time to:

Post Union notices and transmit communications authorized by the Local Union or its Officers to the Employer or his/her representative; consult with the Employer, his/her representative, Local Union officers, or other Union representatives concerning the enforcement of any provisions of this Agreement.

The Employer agrees that the Union Steward, an aggrieved employee, and any employee involved in the investigation or processing of a grievance shall be covered by the provisions of this Section.

Section 3 Union Representatives: The Employer agrees that accredited representatives of the American Federation of State, County, and Municipal Employees, whether Local Union representatives, District Council representatives or International representatives, shall have full and free access to the premises of the Employer at any time during working hours to conduct Union business. The Union agrees that such activity will not unduly interfere with the Employer's operations.

## **ARTICLE 20 – GENERAL PROVISIONS**

Section 1 Former Benefits: The Employer agrees to furnish meals and three (3) uniforms for each new employee and one (1) uniform each year thereafter. The Employer will replace up to two (2) uniforms per year that are worn out or that no longer fit.

Section 2 The Employer shall pay up to fifty dollars (\$50.00) per academic year for reimbursement for safety shoes or safety overshoes purchased through one of the Employer's authorized shoe vendors.

The parties have agreed that an employee, who because of a documented medical issue, shall be reimbursed up the maximum stated above for safety shoes that they may purchase in compliance of their medical issue. Employees who seek reimbursement shall be required to produce a receipt indicating the date, purchase price, and may be requested to verify that the shoe meets the Employer's safety standards (i.e. slip resistant, steel toe, etc.) before reimbursement shall be made.

Further, the Employer agrees that for employees who may want to wear their own shoes to work, the Employer shall provide safety overshoes or slip-ons to the employee at no cost to the

employee. The safety overshoes or slip-ons shall be replaced as needed based on normal wear and tear of the item.

## **ARTICLE 21 – NO STRIKE – NO LOCKOUT**

Section 1 No Strikes: It is agreed that during the term of this Agreement neither the Union, its officers or members, shall instigate, call, sanction, condone or participate in any strike, sit-down, stay-in, walkout, slowdown, stoppage or curtailment of work, picketing or willful interference with work or receipt or shipment of materials; provided further, that such actions shall specifically include honoring the picket line of and/or supporting the strike, sit-down, stay-in, etc., by any Union whether or not a party to this Agreement.

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

Any employee or employees found to have instigated, actively supported, or participated in such actions shall be subject to immediate discharge.

It is further agreed that during the term of this Agreement, employees shall not be entitled to any fringe benefits or wages whatsoever while they are engaged in a strike, work stoppage or other interruption of work.

In the event of a strike or work stoppage by employees of another bargaining unit on the Campus of St. Cloud State University, the employees of this unit will be required to continue working but will not perform any work which would otherwise be the work of the bargaining unit engaged in this strike or work stoppage.

Section 2 No Lockouts: No lockout of employees shall be instituted by the Employer during the life of this Agreement.

## **ARTICLE 22 – MANAGEMENT RIGHTS**

Except as specifically abridged, delegated, or modified by this Agreement, the management of the food service units, the establishment of uniform and reasonable rules of conduct, and the direction of the work forces are vested exclusively within the company, provided that these rights will not be used for the purpose of discrimination against an employee or to avoid any of the provisions of this Agreement. The Company retains the sole right to hire, discipline, discharge, lay-off, and assign employees, subject only to the restrictions and regulations governing the exercise of these rights as are expressly provided in this Agreement.

## **ARTICLE 23 – SAVINGS CLAUSE**

Should any Article, Section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section, or portion thereof directly specified in the decision; upon the issuance of such a decision, the parties agree to immediately negotiate a substitute for the invalidated Article, Section, or portion thereof.

## **ARTICLE 24 – TERMINATION**

This Agreement shall be effective as of the first (1<sup>st</sup>) day of July, 2011, and shall remain in full force and effect through the thirtieth (30<sup>th</sup>) day of June, 2014. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred twenty (120) days prior to the expiration date that it desires to modify this Agreement.

In the event that such notice is given, negotiations shall begin not later than ninety (90) days prior to the expiration date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the expiration date set forth in the preceding paragraph.

The Company's address for purpose of sending an opening notice is as follows:

Sodexo, Inc.  
Attention: Labor Relations Dept.  
200 Continental Drive; Suite 400  
Newark, DE 19713

The Union's address for purpose of sending an opening notice is as follows:

AFSCME Council 5, Local 753 (ARA)  
300 Hardman Avenue South, Suite 3  
South St. Paul, Minnesota 55075

IN WITNESS WHEREOF, the parties hereto have set their hands on the dates stated below.

**SODEXO CAMPUS DINING SERVICE  
AT  
ST. CLOUD STATE UNIVERSITY  
720 4<sup>TH</sup> AVENUE, S.  
ST. CLOUD, MN 56301**

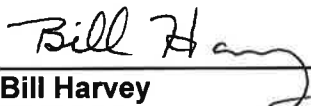
**MINNESOTA STATE EMPLOYEES UNION  
COUNCIL 5 OF THE AMERICAN  
FEDERATION OF STATE, COUNTY, AND  
MUNICIPAL EMPLOYEES, AFL-CIO**

  
\_\_\_\_\_  
**Mark Combs  
Senior Director, Labor Relations**

  
\_\_\_\_\_

7/21/11  
\_\_\_\_\_  
**DATE**

8.5.11  
\_\_\_\_\_  
**DATE**

  
\_\_\_\_\_  
**Bill Harvey  
District Manager**

\_\_\_\_\_

7-29-11  
\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**DATE**

June 21, 2011

Ms. Gladys McKenzie  
Field Representative  
AFSCME, Council 5  
300 Hardman Ave.  
So. St. Paul, MN 55075

**RE: Application of Wages Article**

Dear Ms. McKenzie:

This document serves as an updated Letter of Understanding between Sodexo (Employer) and AFSCME, Council 5 (Union) in regards to the recent negotiations and ratification of the 2011-2014 Collective Bargaining Agreement at St. Cloud University.

As part of the 2008-2011 negotiation process, the parties discussed the application of the language found in Article 17 (Wages), Section 1. Specifically, the issue concerns the application of the wage provisions as it pertains to employees who were on the payroll prior to the new wage schedule established 7/1/08.

Prior to the 2008-2011 CBA, the salary ranges identified in Article 17 were higher. As a result of negotiations, the starting ranges were adjusted to reflect current market conditions. As such, there was concern over how wages would be affected if an employee who was above the current scale took a position (either a promotion or demotion) to another position.

Accordingly, the parties have agreed that in determining the rate of pay that shall apply to an employee who was hired prior to 7/1/08, the following calculation shall be made:

1. Identify the employee's current base rate of pay for their classification.
2. Utilizing the chart attached to this document, identify the employee's current classification and the classification they are moving to.
3. Determine the difference in wages between the two classifications utilizing the Rate Adjustment column.
4. Apply the indicated Rate Adjustment to the employee's current wage rate.
5. All calculations shall be made using the employee's base rate of pay. Increases associated to Longevity pay or any other premiums shall be applied after the computations, provided the employee is still entitled to the premium.

For example, an employee who is currently a Cook and has a current rate of pay of \$13.30 an hour desires to take a position as a Food Service Worker (FSW). The employee has ten years of seniority and is receiving \$0.25 Longevity pay as part of their \$13.30 rate.

The base rate of pay for the employee is \$13.05 an hour. Utilizing the attached chart, an employee moving from a Cook to a FSW shall have \$0.85 deducted from their current wage rate. Therefore, the difference between the two classifications is  $\$13.05 - \$0.85 = \$12.20$ .

The employee's base rate of pay for the new classification would be \$12.20 an hour. To calculate the final rate, their Longevity premium would need to be applied (\$12.20+\$0.25=\$12.45). The rate of pay they would receive for their new classification as a Food Service Worker would be \$12.45.

For employees hired after 7/1/08, and are moving from one classification to another, the following process shall be followed:

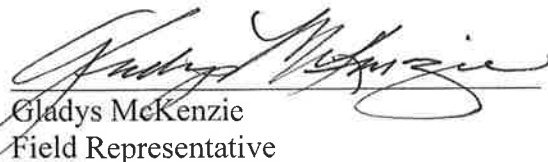
1. Identify the current rate of pay for the classification that the employee holds according to the 2011-2014 wage scale.
2. Identify the rate of pay for the new classification that the employee will be moving to according to the 2011-2014 wage scale.
3. Determine the difference in wages between the two classifications.
4. If the employee is moving to a lower rated classification, then subtract the amount calculated in Step 3 from their current wage.
5. If the employee is moving to a higher rated classification, then add the amount calculated in Step 3 above to their current wage.
6. For purposes of calculating the difference, the wages used in Steps 1 and 2 above shall be the "After Probation" rates identified in the table.
7. All calculations shall be made using the employee's base rate of pay. Increases associated to Longevity pay or any other premiums shall be applied after the computations, provided the employee is still entitled to the premium.

If this conforms with your understanding of our agreement, please date and sign this letter in the space provided below and return a copy to me for our files.

Sincerely,

Mark Combs  
Sr. Director, Labor Relations

Accepted and agreed to this 5  
day of August, 2011.

  
Gladys McKenzie  
Field Representative



**Wage Calculation Chart for Employees Hired Prior to 7/1/08 Moving to a Different Classification**

Current Classification	New Classification	Rate Adjustment
Baker	Cook	subtract \$0.50
	Grill Cook	subtract \$1.25
	FSW/Cashier	subtract \$1.30
	FSW	subtract \$1.35
	Utility	subtract \$1.55
Cook	Baker	add \$0.50
	Grill Cook	subtract \$0.75
	FSW/Cashier	subtract \$0.80
	FSW	subtract \$0.85
	Utility	subtract \$1.05
Grill Cook	Baker	add \$1.25
	Cook	add \$0.75
	FSW/Cashier	subtract \$0.05
	FSW	subtract \$0.10
	Utility	subtract \$0.30
FSW/Cashier	Baker	add \$1.30
	Cook	add \$0.80
	Grill Cook	add \$0.05
	FSW	subtract \$0.05
	Utility	subtract \$0.25
FSW	Baker	add \$1.35
	Cook	add \$0.85
	Grill Cook	add \$0.10
	FSW/Cashier	add \$0.05
	Utility	subtract \$0.20
Utility	Baker	add \$1.55
	Cook	add \$1.05
	Grill Cook	add \$0.30
	FSW/Cashier	add \$0.25
	FSW	add \$0.20

**DRAFT (4-2-10)**

**AGREEMENT**

**BETWEEN**

**SODEXO CAMPUS DINING SERVICES**

**AT**

**BRYANT UNIVERSITY  
SMITHFIELD, RHODE ISLAND**

**AND**

**UNITED SERVICE AND ALLIED WORKERS OF  
RHODE ISLAND  
PROVIDENCE, RHODE ISLAND**

**FROM: NOVEMBER 2, 2009**

**TO: NOVEMBER 2, 2012**

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# **AGREEMENT**

This Agreement made and entered into on the date set forth below, by and between SODEXO CAMPUS SERVICES, INC. a Maryland Corporation, managing the food service operations for Bryant University, Smithfield, Rhode Island, hereinafter referred to as the “EMPLOYER”, its successors or assigns, and the UNITED STATES AND ALLIED WORKERS OF RHODE ISLAND, hereinafter referred to as the “UNION”.

## **WITNESSETH**

WHEREAS, it is the purpose of this Agreement to promote good relations between the Employer and the Union and the employees represented by the Union, and to make clear the basic provisions upon which such relations depend; and

WHEREAS, it is the intent of both the Employer and the Union to work together to provide and maintain mutually satisfactory terms and conditions of employment and to prevent as well as adjust misunderstandings or grievances relating to employment; and

WHEREAS, both the Employer and the Union believe in and accept collective bargaining as a means of carrying out the purpose and intent of this Agreement;

NOW, THEREFORE, in consideration of the premises and of their mutual assent hereto as the terms and provisions of the contract between them, the Employer and the Union agree as follows:

## **ARTICLE 1 – MANAGEMENT RIGHTS**

Section 1 - It is agreed by and between the parties that the Employer has and retains the rights and prerogatives of management which are not expressly surrendered or limited by this Agreement and that the management of the plant and the Employer’s business and its operations and the direction of its working forces are vested exclusively in the Employer. None of these rights will be exercised in an unreasonable manner.

## **ARTICLE 2 – COMPANY RULES AND REGULATIONS**

Section 1 - The Union recognizes the right of the Employer to make such reasonable rules and regulations, not in conflict with this Agreement, as it may from time to time deem best for the purposes of maintaining order, safety, and/or effective operation of its business, and after advance notice thereof to the Union and the employees, to require compliance therewith by employees.

## **ARTICLE 3 – DISCHARGE AND DISCIPLINE**

Section 1 - The Employer has the exclusive right to maintain discipline including the right to discharge or suspend any employee for just cause. The Union acknowledges that the maintenance of discipline is the sole prerogative of the Employer in the interest of efficiency and economy in the operation of business.

Section 2 - In the event an employee believes the Employer’s action in discharge or disciplinary cases is arbitrary or discriminatory, the employee or the Union may file a grievance in accordance with the provisions of the grievance and arbitration clause of this Agreement.

Section 3 - The Employer will use progressive discipline except in cases which warrant

immediate suspension or discharge.

Section 4 - Warnings shall be considered current and in effect for one (1) year provided the employee receives no other warnings within the year.

Section 5 - Copies of all warnings shall be given to the employee and stewards.

Section 6 – The statute of limitations for discipline will be within the employee’s seven scheduled working days of the infraction.

## **ARTICLE 4 – EMPLOYEE DEFINITIONS**

Section 1 - Full-time Employee – an employee who is regularly scheduled to work thirty (30) hours a week or more.

Section 2 - Part-time Employee – an employee who is regularly scheduled to work less than thirty (30) hours a week and twenty (20) hours or more a week.

## **ARTICLE 5 – UNION RECOGNITION**

Section 1 - The Employer recognizes the Union as the sole and exclusive collective bargaining agency for employees covered by the certification, who are engaged in the Employer’s food service operations located at Bryant University campus, who are employed by the Employer in the job classifications set forth in Appendix “A” of this Agreement, exclusive of office clerical employees, professional employees, guards and watchmen, students, and all supervisors as defined in the National Labor Relations Act, certification and representation case number 1-RC-21813 for the purpose of all bargaining with respect to wages, hours and working conditions.

Section 2 - The Employer agrees that the Union may appoint four (4) stewards for the food service operation at the Bryant University campus. One of these four (4) stewards may be designated by the Union as Chief Steward. The Employer shall be notified in writing of these assignments and any changes therein. Subject to prior arrangements with the immediate supervisors of the steward and the employee involved, a steward may confer during working hours for a reasonable time with an employee covered by this Agreement in connection with the investigation and processing of grievances without loss of pay to either. Subject to prior arrangements with his or her supervisor, the Chief Steward shall be allowed without loss of pay, up to a maximum of two (2) hours of regular working time per month, to confer with Union members on Union business during working hours. The Chief Steward and a steward in the other building will be given a copy of written material that the Food Service Director deems appropriate.

## **ARTICLE 6 – UNION MEMBERSHIP**

Section 1 - All present employees covered by this Agreement who are members of the Union in good standing on the date of execution of this Agreement and all other employees covered by this Agreement who during the term of this Agreement become members of the Union in good standing shall, as a condition of continued employment, retain their membership in the Union in good standing during the term of this Agreement. The obligation to maintain good standing in the Union is defined as the duty to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining membership in the Union.

Section 2 - All present employees covered by this Agreement who are not members of the

Union, and all new employees covered by this Agreement and hired after the date of execution of this Agreement shall as a condition of continued employment become members of the Union in good standing on or after the thirtieth (30<sup>th</sup>) day following the beginning of such employment or on or after the thirtieth (30<sup>th</sup>) day following the execution of this Agreement, whichever is later, and shall thereafter maintain their membership in the Union in good standing during the term of this Agreement. The obligation to become a member of the Union in good standing and to maintain good standing in the Union is defined as the duty to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining membership in the Union.

Section 3 - The Union will accept as members all present and future employees who are covered by this Agreement on the same terms and conditions generally applicable to other members. Whenever the Union shall charge that any employee covered by this Agreement who has become a member of the Union in good standing has failed to remain a member of the Union in good standing during the term of this Agreement as required by this Section or that any employee covered by this Agreement has failed to become and remain a member of the Union in good standing during the term of this Agreement as required by this Section and shall request the discharge of such employee, the Employer and the employee shall be so notified by the Union in writing and the Employer shall have thirty (30) calendar days following receipt of such notice within which to discharge such employee. If during such thirty (30) day period the employee shall pay or tender his or her initiation fees and/or delinquent dues as the case may be, the Employer shall not be required to discharge such employee.

Section 4 - The Union shall indemnify and save the Employer harmless against any and all claims, demands and other forms of liability that may arise out of any action taken by the Employer in fulfilling the term of this Section.

## **ARTICLE 7 – CHECK-OFF**

Section 1 - Upon the receipt of a valid assignment in writing, in a form approved by the Employer, executed by an employee assigning a portion of his wage to the Union for payment of dues, the Employer shall cooperate with the Union in the collection of its dues by recognizing such assignment and by deducting from the wages paid each employee who makes such assignment, on the Employer's first regular payday in each calendar month, the amount assigned. Said deduction shall begin on the first regular Employer payday in the calendar month which starts ten (10) or more days after receipt by the Employer of said assignment and shall continue thereafter so long as specified in the assignment or until receipt of instructions from the assignor to the contrary. If a dues deduction is scheduled to be made during a pay period an employee is on paid vacation, the dues shall be deducted from his or her vacation pay. No such assignment shall obligate the Employer to pay an employee's Union dues for any period for which the employee receives no pay. All sums so assigned shall be paid by the Employer to the Union by the following month in which it was deducted

Section 2 - The Financial Secretary of the Union shall certify to the Employer on an annual basis, or whenever there is a change of Union dues, the current Union dues.

Section 3 - The Union shall indemnify and hold the Employer harmless from any and all claims, grievances, arbitrations, awards, suits or other proceedings arising out of or by reason of any action taken by the Employer for the purpose of complying with the provisions of this Section.



## **ARTICLE 8 – UNION INFORMATION**

Section 1 - The Employer agrees to furnish to the Union each month the names of newly hired employees, their addresses, social security numbers, classification of work, their date of hire, names of terminated employees and names of employees on leave of absence. The Employer will also furnish permanent schedule changes during the regular school year including student hours. ~~Meal counts will be furnished on a monthly basis.~~

## **ARTICLE 9 – NO STRIKE / NO LOCKOUT**

Section 1 - The Employer agrees that there will be no lockout of employees during the term of this Agreement. The Union agrees that there will be no strike, work stoppage, slowdown, picketing, and refusal to cross a picket line, or other interference with the Employer's operations by the Union, its representatives or members during the term of this Agreement.

Section 2 - The Employer shall have the right to discharge any employee who participates in a violation of this Article.

Section 3 - It shall not be a violation of this Agreement for an employee to refuse to cross a primary picket line sanctioned by the United Service and Allied Workers of the Local Union involved in the strike action.

## **ARTICLE 10 - SUBCONTRACTING**

Section 1 - The Employer shall have the right to subcontract. However, the Employer shall notify the Union and provide the Union with an opportunity to discuss any subcontract of a major operation on a permanent basis.

## **ARTICLE 11 – SENIORITY**

Section 1 - A seniority listing will be maintained by the Employer listing all employees covered by this Agreement and upon request, but not more often than once a year, the Union may obtain a copy thereof.

Section 2 - If it is necessary to have a reduction of the work force, the principle of seniority shall govern. In recalling from layoff, the last person laid off shall be the first recalled to that classification. Seniority shall be defined as the total length of service in the food service department at Bryant University. In the event of a layoff of a permanent nature, employees laid off from their classification shall have the right to replace a junior employee provided they previously held that classification during their current period of continuous service. If an employee cannot replace a junior employee in a previously held classification then the employee may replace a junior employee in an equal paying or lower paying classification (using the employee's rate of pay) provided the employee is qualified to do that job. Layoff of a permanent nature shall be defined as any layoff which exceeds the layoff period normally occurring due to the academic schedule.

Section 3 - In the event a regular full-time employee resigns from a position covered by this Agreement and thereafter indicates within thirty (30) days from leaving that position, a desire to return to the same position or any other position covered by this Agreement, the Employer shall reinstate that employee's seniority earned prior to resignation of it should decide to rehire that employee.

Section 4 - There shall be a sixty (60) day probationary period for all employees covered by this

Agreement. Prior to the completion of sixty (60) days of employment, any employee may be terminated at any time without reference to the seniority provisions or grievance procedures set forth in this Agreement. A sixty (60) day extension of the probationary period shall be granted by mutual written agreement between the Employer and the Union.

Upon the satisfactory completion of sixty (60) days service, the employee will be advised as to his or her job classification and the rate of pay under this Agreement, and his or her seniority under this Agreement shall date from the employee's first day of work.

Thereafter, the employee's performance shall be reviewed on an annual basis by the employee's supervisor who shall discuss the review with the employee and show the employee his or her performance review sheet. The employee shall be given a copy of the review. The annual review will be subject to the grievance procedure.

Section 5 - An employee's seniority will be terminated by the following:

- a. resignation
- b. discharge
- c. permanent layoff of twelve (12) consecutive months
- d. absence due to illness of twelve (12) consecutive months
- e. fails to return from an authorized leave of absence for three (3) working days without a bona fide excuse
- f. failure to return to work from layoff within seven (7) calendar days from the time notified. **Two (2) week notification when to return provided via U S Mail.**
- g. retirement.

Section 6 - **Each semester anyone whose schedule changes will be offered the opportunity to replace a less senior employee in the same classification. Employees whose schedules have not changed are expected to remain in their current positions or bid on open positions.**

## **ARTICLE 12 – SUMMER EMPLOYMENT**

Section 1 - Prior to the end of the Spring Semester (one (1) month in advance) the Employer will post on the bulletin board in the Food Service area, a list of summer job opportunities that it is aware of. The Employer will post specific hours and classifications that are known at the time of posting. Senior employees will be given the opportunity of exercising their seniority as to their choice of working or not working in the available summer jobs. The Employer reserves the right to staff the required summer jobs in the order of reverse seniority, if necessary. The Employer will continue to pay health and life insurance premiums for employees who are laid off for the summer vacation. The Employer will give five (5) days notice of any final changes or additions to the work opportunities. The Employer will post each Friday for the following week the hours, days and classification of work available.

## **ARTICLE 13 – EMPLOYMENT, TRANSFER, PROMOTION**

Section 1 - Qualified present employees shall be given preference over applicants for work when jobs are available and particularly for jobs offering advancement. Whenever it is necessary for the Employer temporarily to transfer an employee to another job covered by this Agreement, the employee shall receive his or her regular rate of pay or the rate of pay for the job, whichever is higher. Employees permanently transferred shall be entitled only to the rate of pay for the job to which they are transferred. Holiday pay and sick pay will be paid at the higher

rate for temporary transfers of seven (7) days or more.

Section 2 - In addition to the foregoing, it is agreed that a referral plan for promotion and permanent transfers shall be maintained for consideration by the Employer in the event a vacancy occurs that can be filled by promotion or permanent transfer. The Employer, however, may fill all such vacancies at its discretion irrespective of said referral plan. Referral cards for employees seeking promotions or permanent transfers will be made available through the Union Stewards. For the purpose of this Agreement, a "promotion" shall be defined as the advancement by an employee within the bargaining unit to a higher paying job classification covered by this Agreement and a "transfer" shall be defined as the move by an employee within the bargaining unit to a job classification covered by this Agreement which is in the same or lower pay scale as the employee's present position.

Section 3 - All bargaining unit job vacancies which result from new construction, termination, retirement or death will be posted on the Employer's bulletin board for a period of five (5) days (fourteen (14) days during June and July for vacancies to be filled for the fall semester). The postings will list positions, salary, hours, and qualifications. Employees interested in applying for such posted job or jobs shall express their interest in writing to the Director's Office, stating their qualifications for the posted job or jobs.

Except in cases of emergency or after consultation with the business agent or chief steward of the Union, no person shall be hired for a posted job until the expiration of the posting period. The Director's Office shall thereafter schedule any necessary interviews and shall inform the employees of their acceptance or rejection for the posted job or jobs. The determination as to whether an employee is qualified to fill a vacancy shall rest with the Employer. Seniority shall govern among qualified applicants for the position.

Temporary positions expected to last at least six (6) weeks or in fact last six (6) weeks will be included in the above posting procedure. However, the Employer will only be obligated to post the temporary opening and any subsequent vacancies created by the bid will be assigned by the Employer. The employee filling the temporary position will be permitted to return to the employee's original position once the temporary opening is permanently filled.

Section 4 - If a unit employee is promoted or transferred, that employee shall serve a thirty (30) day probationary period on the new job. If the promoted or transferred employee is removed from the job during the probationary period, the employee shall be returned to his or her former job, or to an available equivalent one, without loss of seniority benefits.

Section 5 - An employee promoted to a position covered by this Agreement may elect to return to the position from which he/she was promoted provided the request to return is made within twenty (20) days of his/her promotion.

## **ARTICLE 14 – HEALTH AND SAFETY**

Section 1 - The Employer shall continue, as heretofore, to comply with legal regulations, whether heretofore or hereafter made, governing safety of working conditions, and will otherwise provide so far as possible for protection of the health and safety of the employees. The Union agrees that the employees shall, as a condition of employment, observe reasonable safety rules. Specifically, employees shall immediately report to their supervisor, or his or her designated representative any accident or injury and shall comply with rules requiring medical examination or treatment. Notification of any accident or injury to an employee shall be given to the joint Labor-Management Safety Committee with thirty (30) days of occurrence. Employees

shall be free to consult their own physicians without cost to the Employer, but in any case of accident or injury the Employer shall in no way be obligated to accept the opinion of physicians not retained by the Employer. The Union may appoint two (2) employees covered by this Agreement to the joint Safety Committee. The Employer and the Union will cooperate in maintaining and making effective safety and good housekeeping rules that will eliminate hazards and make the kitchen a safe and sanitary place to work. The Safety Committee will meet once a month and a copy of the minutes of all meetings will be furnished to the Union.

Section 2 - If the University is closed because of stormy weather, employees sent home shall be entitled to four (4) hours pay for reporting to work. Time lost due to stormy weather may be charged to accrued vacation time but not to sick time.

Section 3 – Management will provide each employee with a minimum of one pair of safety shoes per year. Management may replace shoes as needed. The method and source of supply will be discussed in the Safety Committee.

## **ARTICLE 15 – EQUAL EMPLOYMENT OPPORTUNITY**

Section 1 - The Employer and the Union agree there will be no discrimination against any employee or applicant for employment because of race, religion, color, national origin, age, sex, sexual preference, or political affiliation. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, transfer; recruitment or recruitment advertising; layoff or termination; rates of pay and other forms of compensation; and selection for training, including apprenticeship.

## **ARTICLE 16 – WAGES**

Section 1 - Attached hereto and marked Appendix “A” is a schedule showing the wage rates and the various classifications established for the purpose of setting forth the wages to be paid to employees during the term of this Agreement.

Section 2 - It is understood that the above rates are minimum and the Employer may pay higher rates at its discretion in individual cases.

Section 3 – The Company agrees to correct all pay errors within 48 hours by wiring the money when there is an error of **six (6) hours or more**. **An employee will receive approximately sixty-five percent (65%) of gross pay**. All other errors will be corrected in the following paycheck.

## **ARTICLE 17 – OVERTIME**

Section 1 - Time and one-half (1 ½) the employee’s regular straight-time hourly rate shall be paid for all hours worked in excess of forty (40) hours in a week or in excess of eight (8) hours in a day. There shall be no pyramiding of overtime premiums.

Section 2 - For the purposes of this section, it is understood that the regular straight-time hourly rate of pay used for the purpose of computing overtime or shift differential shall never itself be increased by including in it any overtime, shift differential, or any other premium pay.

Section 3 - Holidays, vacations and bereavement time will be counted as time worked for the purpose of computing overtime. The Employer will post schedules for holidays and summer periods, at least one (1) week in advance.

Section 4 - Overtime will be assigned by seniority preference within classification. All overtime work must be authorized and scheduled by the Employer.

Section 5 – The Company agrees to continue to status quo regarding the practice of providing a list of mandatory functions.

## **ARTICLE 18 – VACATIONS**

Section 1 - Regular full time employees shall earn paid vacation benefits based on the following schedule:

<u>Seniority</u>	<u>Vacation Earned</u>
Completion of one (1) academic year (September-May)	1 week
1 year, but less than 5 years	2 weeks
5 years, but less than 12 years	3 weeks
<b>12 years</b> or more	4 weeks

~~Effective 11/2/06, the vacation provision will be modified to four (4) weeks vacation after twelve (12) years of service.~~

Section 2 - For each month worked (at least six (6) full days), employees will earn one-ninth (1/9) of the appropriate schedule above. **All** employees ~~who are scheduled to work twelve (12) months~~ shall receive their full vacation entitlement as of May.

Section 3 - All vacations shall be taken as scheduled by the Employer, but employees shall be given preference on the basis of seniority in the choice of vacation periods. Vacation can be taken during the school year by employees who are scheduled to work all year round with the understanding that management will schedule vacation pursuant to business need and seniority, provided that the employee previously worked the prior calendar year at the time the request is made a minimum of 1500 hours. If vacations are not taken, employees will be entitled to vacation pay in December and/or May prior to layoff. Vacation requests for the summer months will be submitted in writing one (1) week prior to Commencement and the Employer will respond by Commencement Day. Such requests will be considered on the basis of seniority prior to requiring employees to work.

Section 4 - Regular part-time employees shall be entitled to the above benefit on a pro-rata basis based on number of hours worked.

Section 5 - In those cases where an Employer paid holiday falls during an employee's vacation, the employee shall receive an extra day's pay.

## **ARTICLE 19 – HOLIDAYS**

Section 1 - The following days shall be recognized as holidays:

New Year's Day	Washington's Birthday
Easter Sunday	Memorial Day
Independence Day**	Christmas Day
Labor Day*	Columbus Day
Thanksgiving Day	Veterans' Day

### \*\*\*Three (3) Personal Days

\*Employees who have completed the prior academic year and who work the first scheduled day after Labor Day will receive holiday pay for that day. Also, employees who are given two (2) weeks notice that they are scheduled to work prior to or on Labor Day will receive holiday pay for Labor Day provided they work the first scheduled day before and after Labor Day.

\*\*All employees who work eight (8) days during the month of July will receive Independence Day as a paid holiday.

\*\*\*New employees, hired on or after November 3, 1986 will be eligible for Personal Days following one (1) year of employment.

All eligible employees shall receive the paid "personal" holidays each calendar year. These personal days may be taken in increments of one-half (1/2) days. **only be taken in full day, not half day increments** Employees shall notify appropriate management at least two (2) weeks in advance of the date on which they wish to utilize these holidays. If personal days are not used they may be added to an employee's vacation pay. All regular full time employees shall be paid at their regular straight time hourly rate for their regularly scheduled daily hours at the time of the holiday. Personal days may be used without advance notice in emergencies, defined as death, unforeseen accidents or serious emergencies (such as fires).

Section 2 - To be eligible for holiday pay on a scheduled holiday not worked, an employee must work both the last scheduled shift preceding and the first scheduled shift following the holiday, unless an absence on one of such days is excused by the Employer. Employees who are laid off for the summer vacation period will not be eligible for holiday pay for any holidays which occur during that period. (Memorial Day will be included as a paid holiday, even though the operation is normally closed or reduced during the summer months.)

Section 3 - A holiday occurring on a Sunday will be observed on the following Monday, **except for Easter which remains a Sunday Holiday and observed on a Sunday.**

Section 4 - For all work performed on a listed holiday, an eligible employee shall be paid at one and one-half (1 ½) times his hourly rate for all hours worked on the holiday in addition to his/her holiday pay. If an employee agrees to work on a holiday and fails to report for work, the employee shall forfeit his holiday pay for that day.

Section 5 - Regular part-time employees shall be entitled to the above benefit on a pro-rata basis based on number of hours worked.

Section 6 - A day of holiday pay will be the average number of hours worked per day (weekly hours /5) times an employee's regular hourly rate. However, if an employee works on a holiday more than the average number of hours, the employee will be paid holiday pay based on hours actually worked.

## ARTICLE 20 – SICK LEAVE

Section 1 - Full time employees may accrue up to twelve (12) days sick pay each year. This is accumulated at the rate of one (1) day's sick leave with pay for each month worked (at least six (6) full days except for the month of August which shall be five (5) full days). New employees will accrue sick leave at the rate of one-half (½) day per month during the first two (2) years of

employment. Sick leave may be used by employees to attend to sick family members. Family members will be as defined by the family and medical leave act.

Section 2 - An employee, in order to be entitled to be paid sick leave, must, whenever practicable, give notice no later than ~~thirty (30)~~ **sixty (60)** minutes before the start of the scheduled shift. During the probationary period, time off for illness will not be paid. However, upon the completion of the probationary period, accrued time will be credited back to the employee's starting date.

Section 3 - Paid sick leave is based on working days only. In cases where the employee has been on sick leave for more than three (3) consecutive days or where there is a reasonable question of misuse of sick leave, the Employer may require evidence of illness. Sick time will be paid automatically unless an employee requests otherwise.

Section 4 - Sick leave payments shall be in addition to statutory benefits under State Disability Insurance computed at his straight time hourly rate times his/her regularly scheduled hours.

Section 5 - Workmen's Compensation Insurance shall be integrated with the employee's pay, i.e. the employee shall receive as pay the difference between such Workman's Compensation pay, if any, and the amount which he/she would have received if he/she had worked, computed at his/her straight time hourly rate for a maximum period of five (5) weeks. Such pay will not be deducted from an employee's sick pay.

Section 6 - Employees may accumulate a maximum of one hundred (100) days of accrued sick leave. Any accrued but unused sick leave will be payable to the employee upon retirement, **or to the employee's estate upon death**, at the rate of one-half (1/2) times the number of earned days. Employees may receive one half (1/2) pay for unused days at the end of each academic year. Employees who have accumulated one hundred (100) days of sick leave will receive full pay for unused days beyond 100 at the end of each academic year.

Effective the 2005-2006 academic year and each academic year thereafter, employees with perfect attendance for the preceding academic year will be entitled to two (2) bonus days to be used during the subsequent academic year.

Section 7 - All the provisions of this Article will apply to regular **part**-time employees on a pro-rata (percentage) basis.

Section 8 - The Employer will provide a sick leave tally once each year in May.

## **ARTICLE 21 – GROUP INSURANCE**

Section 1 - Medical Insurance – The Employer agrees to provide a comprehensive Group Hospitalization/Surgical Insurance Plan for all eligible full time employees which shall be the Blue Cross/Blue Shield Blue Chip and Coast to Coast plans. The plans will also include prescription drugs and vision benefits. The Employer will also offer the Blue Cross Dental Plan as an option. The coverage of these plans will be as outlined in the summary plan descriptions.

- a. The Employer will pay the premium for eligible employees and employees will make the following contributions on a pre tax basis if the plan qualifies:

**BLUE CHIP 6/1/08**

Single – 19%

Family – 19%

**COAST TO COAST**

Single – 19%

Family – 19%

**DENTAL PLAN**

Single - \$ 7.00 per month

Family - \$23.00 per month

- b. All regular full time employees will become eligible for this coverage upon completion of their probationary period.
- c. Benefits provided shall be according to the Employer's master policy currently in effect.
- d. All participating employees will be provided with a booklet explaining all the basic provisions of the plan.
- e. The Employer agrees to pay the premium cost of the employee's group health insurance when the employee is on an approved leave of absence due to illness, including occupational illness or injury for a maximum period of up to **nine (9) months. The employee must pay the employee contribution while on leave.** The Employer will also comply with the provisions of the Family and Medical Leave Act.
- f. The Company will pay \$2000 to employees who decide not to participate in the Company sponsored health insurance plan. The employee must have actively participated in health insurance plan in order to receive this benefit.

Section 2 - Life Insurance – The Employer agrees to continue to provide the following life insurance benefits for all eligible, full-time and part-time employees:

- a. \$18,000 Life Insurance (full-time) \$9,000 (part-time)
- b. \$18,000 Accidental Death and Dismemberment Policy (full-time) \$9,000 (part-time)
- c. Full time and part-time employees become eligible for this coverage after the completion of one year's service with SODEXO.

This coverage is provided at no cost to the employee.

Section 3 - Eligible part-time employees will be entitled to the medical, dental, drug and vision benefits listed above. However, the Employer will contribute fifty percent (50%) of its contribution for full time employees for these benefits for part-time employees and the employee will be responsible for the balance of the premium.

**ARTICLE 22 – RETIREMENT PLAN**

Section 1 - The Employer shall continue to make available its hourly 401K Retirement Plan to eligible employees. The Union will have the right to reopen the contract if the 401K benefits decrease, limited to those who are actually impacted by the decrease.



## **ARTICLE 23 – FUNERAL LEAVE**

Section 1 - In the event of a death in the immediate family of an employee covered by this Agreement, the employee shall be entitled to a leave of absence with pay of five (5) working days maximum, paid at the employee's regular pay for regularly scheduled work days missed within that period. **This leave of absence with pay of five (5) working days is required to start within five (5) days of the death of an immediate family member, except for extenuating circumstances with reasonable advance notice.** For the purpose of this provision, "immediate family" shall mean spouse, children, brother, sister, parents, parents-in-law, brother and sister-in-law grandparents, current stepparents, stepchildren, grandchildren and domestic partners.

## **ARTICLE 24 – UNIFORMS**

Section 1 - The Employer will continue uniform provisions on the following basis:

- a. The Employer agrees to provide uniforms to each employee in the general kitchen, cashier/server and general server classifications and will pay such employee two dollars and fifty cents (\$2.50) per week worked for uniform maintenance. All members will be allowed up to one hundred dollars (\$100.00) per year towards the purchase of uniforms. Employees will be reimbursed after they provide proof of appropriate purchase. Employees will receive five (5) shirts, five (5) aprons and 6 (6) jackets, with the option of cobbler jackets.
- b. The production employees will continue to be provided with uniforms and laundry service in keeping with the current practice.

## **ARTICLE 25 – MEALS AND REST PERIODS**

Section 1 - One (1) unpaid one-half ( $\frac{1}{2}$ ) hour meal period is provided all regular employees whose shift covers two regular student meal serving periods. Two (2) ten minute (10) minute refreshment breaks are permitted during each full shift **defined as six (6) hours**. Employees who work at least one (1) hour of overtime beyond eight (8) hours in a day, will be entitled to one (1) additional ten (10) minute paid break. Employees will receive one paid 10-minute break for each four hours of scheduled work. Meals and refreshments during scheduled meal periods and rest breaks are provided to employees at no cost. Meal and refreshment breaks are scheduled by the employee's immediate supervisor.

## **ARTICLE 26 – JURY DUTY**

Section 1 - Any employee who is absent from scheduled work with the Employer for jury duty shall receive the difference between what the employees would have earned at his or her regular rate of pay including scheduled overtime had the employee been at work and the payment received for such jury duty provided (a) the employee furnishes the Employer with evidence of jury pay from the Clerk of the Court wherein he or she served as a juror and (b) the employee reports for work on a regularly scheduled work day when he or she is excused from jury duty at such time as will permit the employee to work at least four (4) hours. Jury duty pay shall be limited to one call for federal jury duty in any twelve (12) month period, and shall be limited to one call for non-federal jury duty in any twelve (12) month period.

## **ARTICLE 27 – UNPAID LEAVES**

Section 1 - Regular employees covered by this Agreement shall be eligible for unpaid leave as

follows:

- a. Union Business - At the written request of the Union, the Employer shall grant either an officer of the Union or a duly elected or appointed representative of the Union, not to exceed one (1) employee at any one time, a leave of absence without pay for a period not to exceed one (1) year or the period of elected office, provided that such leave will not interfere with the food service operations covered by this Agreement. The purpose of this leave is to permit the representative to work for the International, District Council and/or the Local Union on Union business. During the period of such a leave of absence an employee will not accrue seniority, nor will the Employer have any obligation for continuation of benefits as specified elsewhere in this Agreement. Such leaves may be extended upon written request thirty (30) days prior to the termination thereof.
- b. Other Leaves - Unpaid leaves of absence may be granted at the discretion of the Employer to all employees for a specific period and for a specified reason such as family illness, study or travel. All requests for such leave shall be made in writing at least one month prior to the desired commencement of the leave, if possible and shall indicate the approximate date of return. Such leaves may be granted for a period up to six (6) months, and the granting of such leaves will be determined on the basis of the legitimacy of the request and the Employer's operating requirements. The Employer will also comply with the provisions of the Family and Medical Leave Acts.
- c. An employee shall be eligible for disability leave if unable to work due to illness or injury, including pregnancy related disability. Upon request by the Employer, medical evidence must be submitted that the employee is so disabled.
- d. An employee shall not be entitled to funeral leave or to accrue vacation time, sick leave time, or seniority while on an unpaid leave of absence exceeding thirty (30) working days, and shall not be covered by the medical and life insurance benefits set forth in this Agreement. When an employee returns to work following all authorized unpaid leaves of absence, that employee shall be reinstated to the employee's former position. The exception to this section shall be in cases of approved, unpaid disability leave in which case the employee will continue to be covered by the medical insurance as set forth in Article 21, Section 1(e) & (f). The Employer will also comply with the provisions of the Family and Medical Leave Acts.

## **ARTICLE 28 – GRIEVANCE PROCEDURE**

Section 1 - A grievance is a dispute, claim, complaint, or difference of opinion, involving the interpretation or application of terms of this Agreement.

Section 2 - This Agreement sets forth the basic terms and conditions of employment, and is intended to continue the present and good relations between the Employer, its employees, and their Union. In the event of any grievance between the employees and the Employer, the representatives of both agree to make prompt and earnest efforts to settle such matter. Except as provided hereafter all grievances shall be handled as follows:

- STEP 1. The Union Steward and employee shall take up the matter with the immediate supervisor of the employee involved, within five (5) working days after the occurrence first giving rise to the grievance. If the matter is not settled as a result of their discussion, the steward will submit the grievance to

the immediate supervisor in writing, explaining as specifically as possible the nature of the complaint and the contract provision affected. The immediate supervisor shall give a written answer to the written grievance.

STEP 2. If the grievance is not adjusted within two (2) working days after the receipt of the Employer's response, the grievance shall be taken up at a meeting between a representative of the Union and the Director or his/her designated representative. The meeting will be held within five (5) working days after having been requested.

STEP 3. If the matter is not settled within three (3) working days after the second step meeting, it shall be taken up by the principal officers of the Employer and the Union, or their designated representatives. Every effort shall be made to arrange the meeting within five (5) working days, but in any event the Employer's decision shall be given within ten (10) working days after the third step meeting has been requested.

Section 3 - Special Procedure in Discharge Cases – The procedure set forth above will be modified in discharge cases as follows:

- a. The Employer agrees that, subject to the right of suspension by the Employer, no employee covered by this Agreement will be finally discharged without being given a hearing, provided that a request for hearing is presented in writing and signed by the affected employee within three (3) working days after notice of suspension and/or discharge. Any such request for hearing shall constitute a grievance entered at Step 2 and be handled as hereinafter provided.
- b. The Step 2 meeting will be held within three (3) working days after having been requested.
- c. The Employer's answer in Step 2 will be given within three (3) working days after the Step 2 meeting.
- d. The Step 3 meeting will be held within five (5) working days after having been requested.
- e. The Employer's answer in Step 3 will be given within ten (10) working days after the Step 3 meeting.
- f. Otherwise the procedure will be as above.

If it is ultimately decided that such suspension and/or discharge is unjust the employee may be reinstated, as agreed to by the parties.

The Employer agrees to furnish the Union with copies of all written warnings. The Employer also agrees that employees will not be disciplined in public.

Section 4 - Employee's Right to Present Individual Grievance. - The Union and the Employer jointly acknowledge the right of any of the employees involved to present individual grievances directly to the representatives of the Employer and to work out the settlement of such individual grievance. This right shall not be interpreted to include decisions on wages, hours, and working conditions which affect the Union group as a whole, or any department as a whole, or which are

contrary to the provisions of this Agreement.

Section 5 - The grievance procedure and arbitration provided herein shall constitute the sole and exclusive method of determination, decision, adjustment, or settlement between the parties of any and all grievances and the grievance and arbitration procedure provided herein shall constitute the sole and exclusive remedy to be utilized.

Section 6 - An employee who feels aggrieved by an order to perform a certain task shall not refuse to perform the task; but shall perform the same and then submit any complaint as a grievance. Otherwise a refusal shall be grounds for discharge and shall be subject to the grievance or arbitration procedure.

Section 7 - Group Grievance – The parties shall, by mutual agreement, allow a designated spokesperson to file a group grievance pertaining to the interpretation and/or application of this Agreement when it is deemed impractical to process individual grievances from a large and well-defined group of employees having an identical complaint; said grievance shall be filed in writing, list by name the employees involved, and signed by the spokesperson and presented at Step 2 of the procedure.

Section 8 - The time limits specified in the Section shall be deemed to be substantive provisions and failure to observe each and every such time limitation shall be a complete bar to any further action by reason of such grievance, unless extended by written consent signed by the Employer and the Union which consent shall not be unreasonably withheld by either party. The terms “working day” and “working days” wherever used in this Section shall mean and include any calendar day other than a Saturday, Sunday or holiday.

Section 9 - The Employer shall have the right to initiate Step 2 and 3 of the grievance procedure with respect to any grievance, dispute or difference. Such initiation shall be by letter from the Employer to the Business Agent of the Union.

## **ARTICLE 29 – ARBITRATION**

Section 1 - In the event that a satisfactory settlement of a grievance is not worked out through the grievance procedure, the Union may take such grievance to arbitration which shall be governed by the provisions of this Article. The grievance procedure shall be followed before the Union may proceed to take a grievance to arbitration. The right to request arbitration shall terminate ten (10) working days following the final grievance meeting or the Employer’s written decision concerning the grievance, whichever period is longer.

Section 2 - To be an issue which is arbitrable hereunder, the grievance must be a dispute, claim, complaint, or difference of opinion, arising under and during the term of this Agreement and it must be a matter of the interpretation or application of some express provision of this Contract. The question of arbitrability shall not be decided by the arbitrator.

Section 3 - Any issue which is arbitrable under the terms hereof, which either the Employer or Union desires to take to arbitration, shall be submitted to arbitration under the Rules of the Federal Mediation and Conciliation Service or the AAA. The parties agree to accept the arbitrator’s award as final and binding upon them. All costs of the arbitrator, including the filing fee, shall be shared equally by the Union and the Employer.

Section 4 - The following principles shall be observed in all arbitrations arising hereunder:

- a. The parties shall present to the arbitrator a submission agreement which shall state precisely the issues to be decided. If the parties cannot agree as to the issue, each party shall submit to the arbitrator its separate written statement as to the issue to be decided.
- b. The party demanding arbitration shall have the burden of proof and the burden of going forward with the evidence.
- c. All witnesses shall be sworn.
- d. The arbitrator shall hear and decide the issue presented, and shall render a written award for or against the party demanding arbitration and shall state his reasons for such award. He shall not mediate the dispute or modify or adjust the action complained of but shall be limited to rendering a decision as aforesaid.
- e. The arbitrator shall have no power to add to subtract from or modify any of the terms of this Agreement; to substitute his discretion for the Employer's discretion in cases where the Employer is given discretion by this Agreement.

## **ARTICLE 30 – NOTICE OF INTENTION TO LEAVE**

Section 1 - If and when an employee covered by this Agreement leaves the service of the Employer, on his or her own initiative, the employee shall give reasonable notice of such intention to his or her supervisor, the length of such reasonable notice to be determined by the Employer, provided that it shall not be a period in excess of one (1) week. If such notice is not given by the employee, such employee shall not be entitled to receive compensation for any accumulated vacation rights to which he or she otherwise would be entitled.

## **ARTICLE 31 – WORK BY SUPERVISORS**

Section 1 - Supervisors shall not normally perform production work, except for instruction, for inspection of work performed, in cases of temporary staff shortages, or emergencies beyond the control of both parties to this Agreement.

## **ARTICLE 32 – TERM OF AGREEMENT**

Section 1 - This Agreement shall become effective as of **November 2, 2009** and shall continue in effect until midnight, **November 2, 2012** and thereafter from year to year unless terminated by notice in writing given by either party to the other not less than sixty (60) calendar days prior to the expiration date, or to the end of any subsequent year of this Agreement.

The parties mutually agree to a reopener for health insurance and wages if the following conditions apply: the health insurance reopener would be either in year three or after if either the health insurance total cost equals or exceeds \$20,000 for any plan or if an employee is negatively affected by the increases in the health insurance.

**AGREED:  
SODEXO CAMPUS DINING AT  
BRYANT UNIVERSITY**

**USAWRI**

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**Gerry McLaughlin  
Director, Labor Relations**

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**Karen McAninch  
Business Agent,**

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**Date**

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**Date**

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**John Hicks  
District Manager**

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**Date**

# APPENDIX “A”

## CLASSIFICATION AND WAGE SCHEDULE CLASSIFICATION

	11/02/09	11/02/10	11/02/11
<b>Annual Increase</b>	<b>+40¢</b>	<b>+40¢</b>	<b>+45¢</b>
COOKS & BAKERS ('08 rate \$16.21)	\$16.61	\$17.01	\$17.46
RECEIVER ('08 rate \$15.00)	\$15.40	\$15.80	\$16.25
GENERAL KITCHEN ('08 rate \$14.53)	\$14.93	\$15.33	\$15.78
CASHIER/SERVER ('08 rate \$14.53)	\$14.93	\$15.33	\$15.78
CATERING ATTD ( '08 rate \$14.26)	\$14.66	\$15.06	\$15.51
GENERAL/SERVER ('08 rate \$14.01)	\$14.41	\$14.81	\$15.26
GENERAL UTILITY ('08 rate \$13.82)	\$14.22	\$14.62	\$15.07

- (1) Lead Person – Receives twenty-five cents (\$.25) per hour above the highest classification held when assigned by management to this classification.
- (2) Hiring Rate – Employees hired on or after November 2, 1995 will be hired at two dollars (\$2.00) per hour less than the classification rates listed above for their first year of employment. After one (1) year of employment the employee will be paid one dollar (\$1.00) per hour less than the classification rates listed above and after two (2) years of employment the employee will be paid the full rate.
- (3) An employee who slices meat at the deli in Salmanson will be upgraded to general kitchen during service hours which are currently three (3) hours per day.
- (4) Monday through Sunday split shift premium – Employees who work a split shift any day Monday through Sunday will be paid for all hours worked that day as follows:
 

11/02/02	\$.50 per hour
----------	----------------
- (b) Saturday and Sunday split shift premium – Employees who work split shifts Monday through Friday will be paid \$.50 per hour for all hours worked on a split shift on Saturday and Sunday. The Employer will continue to attempt to hire weekend employees to work all or part of split shifts.
- (5) Catering – Employees who are not in the catering attendant classification and who are assigned to catering functions for four (4) hours or more will receive an additional \$.25 per hour for such work. This will not apply to meal exchanges.

# MEMORANDUM AGREEMENT

In the event some sort of “National Health” plan is enacted at the federal level, the Company agrees to honor a request from the Union to reopen Article 21 – Group Insurance for the purpose of discussing the impact of said legislation on the current health insurance provided for in Article 21.

**AGREED:  
SODEXO CAMPUS DINING AT  
BRYANT UNIVERSITY**

**USAWRI**

---

**Gerry McLaughlin  
Director, Labor Relations**

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**Karen McAninch  
Business Agent,**

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**Date**

---

**Date**



# MEMORANDUM AGREEMENT

The parties to this collective bargaining agreement agree to form a labor-management committee to consist of three employee members plus the Food Service Director, and this Committee will meet on a weekly basis. The purpose of this committee is to discuss and monitor matters such as use of student hours, work assignments, operating procedures, and work improvement suggestions.

**AGREED:**  
**SODEXO CAMPUS DINING AT**  
**BRYANT UNIVERSITY**

**USAWRI**

---

**Gerry McLaughlin**  
**Director, Labor Relations**

---

**Karen McAninch**  
**Business Agent,**

---

**Date**

---

**Date**

# MEMORANDUM AGREEMENT

1. Medical Insurance – As agreed during negotiations, the provisions contained in the Medical Insurance article of the agreement are subject to the following understandings between the parties.

(a) The Employer agrees that all eligible employees will be given a chance once a year to change their coverage from one status to the other if their circumstances have changed so as to warrant such a conversion.

**AGREED:  
SODEXO CAMPUS DINING AT  
BRYANT UNIVERSITY**

**USAWRI**

\_\_\_\_\_  
**Gerry McLaughlin  
Director, Labor Relations**

\_\_\_\_\_  
**Karen McAninch  
Business Agent,**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

# MEMORANDUM OF AGREEMENT

The Employer will reduce the hours of student employees and under 20 hour employees in the same classification as a regular employee before reducing the regular employees' hours. It is understood that Bryant student hours would be the last non-union hours to be reduced. This Agreement will not apply to any new fast food operation with a concept such as Burger King, etc.

**AGREED:  
SODEXO CAMPUS DINING AT  
BRYANT UNIVERSITY**

**USAWRI**

---

**Gerry McLaughlin  
Director, Labor Relations**

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**Karen McAninch  
Business Agent,**

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**Date**

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**Date**

# MEMO OF UNDERSTANDING

The Company agrees to review the work schedule of bargaining unit employees each semester and attempt to schedule as many employees as it deems appropriate Monday through Friday for 30 or more hours per week. The Company will also attempt to minimize split shifts and maximize three hour minimum shifts. The Company will also consider the scheduling of breaks in this process.

The Company will then meet with the Union to discuss its new schedule. The Company will entertain the Union's suggestions regarding the schedule and adopt them if it deems them appropriate.

~~As of 11/01/01 there are no split shifts and regularly scheduled six (6) day workweeks. If the Company determines a need to return to any split shifts or six (6) day schedules, the Company and Union Representatives will meet to discuss and minimize the impact on employees employed as of 11/01/01.~~

The Company will continue to do its best to provide as close to forty hours as possible per existing contract language.

This Agreement is not subject to the Grievance and Arbitration procedure of the labor Agreement.

**AGREED:  
SODEXO CAMPUS DINING AT  
BRYANT UNIVERSITY**

**USAWRI**

\_\_\_\_\_  
**Gerry McLaughlin  
Director, Labor Relations**

\_\_\_\_\_  
**Karen McAninch  
Business Agent,**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

# **SIDE LETTER OF AGREEMENT**

The Company will continue to review ways to consolidate jobs as was done this year with three employees affected by the elimination of positions.

**AGREED:**

**SODEXO CAMPUS DINING AT  
BRYANT UNIVERSITY**

**USAWRI**

---

**Gerry McLaughlin  
Director, Labor Relations**

---

**Karen McAninch  
Business Agent,**

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**Date**

---

**Date**

# **SIDE LETTER OF AGREEMENT**

Once an employee reaches part time status the Company will make a good faith effort based on business conditions to consistently maintain twenty (20) hours from one semester to another.

**AGREED:  
SODEXO CAMPUS DINING AT  
BRYANT UNIVERSITY**

**USAWRI**

\_\_\_\_\_  
**Gerry McLaughlin  
Director, Labor Relations**

\_\_\_\_\_  
**Karen McAninch  
Business Agent,**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

# **SIDE LETTER OF AGREEMENT**

The Company agrees to discuss with the Union should Bryant University install a non-Sodexo operated Retail operation (e.g. Dunkin Donuts) and impact Sodexo employees.

**AGREED:  
SODEXO CAMPUS DINING AT  
BRYANT UNIVERSITY**

**USAWRI**

---

**Gerry McLaughlin  
Director, Labor Relations**

---

**Karen McAninch  
Business Agent,**

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**Date**

---

**Date**

# **SIDE LETTER OF AGREEMENT –REST PERIODS**

The parties to this collective bargaining agreement Sodexo (“the Company”) and the United Service and Allied Workers of Rhode Island (“the Union”) agree to the following:

The Company agrees to grandfather all existing bargaining unit employees and non bargaining unit employees on roll effective with the date of ratification of this agreement in 2010 for current Rest Period practices.

**AGREED:  
SODEXO CAMPUS DINING AT  
BRYANT UNIVERSITY**

**USAWRI**

\_\_\_\_\_  
**Gerry McLaughlin  
Director, Labor Relations**

\_\_\_\_\_  
**Karen McAninch  
Business Agent,**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**



**AGREEMENT**

**BY AND BETWEEN**

**SODEXO CAMPUS SERVICES**

**AT**

**DILLARD UNIVERSITY  
2601 GENTILLY BLVD  
NEW ORLEANS, LA 70122**

**AND**

**SEIU LOCAL 21LA**

**EFFECTIVE DATES:**

**FROM: APRIL 1, 2012**

**TO: MARCH 31, 2015**

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## **PREAMBLE**

Section 1. This AGREEMENT made and entered into, by and between Sodexo Campus Services, Dillard University, 2601 Gentilly Blvd, New Orleans LA ("Employer" or "Company"), and SEIU Local 21LA ("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**

The Employer recognizes the Union as the sole and exclusive bargaining representative with respect to salaries, hours of employment and other conditions of employment for all full-time and regular part-time Food Services employees at Sodexo Campus Services, Dillard University, 2601 Gentilly Blvd, New Orleans LA in the classifications identified in Appendix A. Excluded from the bargaining unit shall be employees in classifications not identified in Appendix A, managers, confidential and clerical employees, professional employees, active students of the Client or any students employed in connection with a vocational education or work study program, casual/substitute employees, temporary employees, supervisors, and guards as defined in the National Labor Relations 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.

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

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

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

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

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

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

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

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

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 in Appendix D.

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

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

Section 2. Except as modified by this Agreement, the Employer's right to manage its business shall include, but not be limited to, the right to hire, promote, demote, transfer, assign, and direct its work force; to discipline, suspend, or discharge; to retire or relieve employees from duty because of lack of work or other legitimate reasons; to determine and require standards of performance and to maintain discipline, order and efficiency; to determine operating standards, operational and other policies; to determine methods and procedures; to determine the quantity and type of equipment to be used; to increase or decrease the work force; to determine the number of departments and employees therein, and the work performed by them; to determine processes to be employed in the work place; to determine the number of hours per day or week

individuals work and operations that shall be carried on; to establish and change work schedules, hours and assignments; to subcontract as long as it does not result in the layoff or displacement of employees, except in cases of significant mechanical breakdown, fire, or flood; to discontinue or relocate any portion or all of the operations now or in the future that are carried on at the facility covered by this Agreement; to schedule hours of work, including overtime; to add shifts or terminate existing shifts in accordance with customer need; to determine job content and classifications required; and to make and enforce all 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 (30<sup>th</sup>) day following the execution or effective date of this Agreement, or on or after the thirtieth (30<sup>th</sup>) 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.

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

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 Sodexo at Dillard University are covered under a collective bargaining agreement between Sodexo and SEIU. Sodexo is neutral on the subject of employees' decision to join or not join the Union. No employee shall be discriminated against for either joining or not joining the Union. More information and a copy of the Union Contract can be obtained by calling the Union office".

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.

## **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.

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. 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 (25<sup>th</sup>) 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.

Section 3. The Employer's obligation is limited solely to making the authorized deduction and such obligation shall cease at the time the employee is terminated or laid off for lack of work, including summer layoffs.

Section 4. 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 5. The Employer shall deduct monthly or weekly a flat dollar amount, if the Employer's payroll system permits, from the gross wages or salary of each employee who voluntarily executes the political action committee (PAC) payroll deduction authorization form that is Appendix E to this Agreement the contributions so authorized on that form, and remit those contributions to the Union at the same time that the Employer remits to the Union the Union dues that are separately voluntarily authorized by employees to be deducted from their gross wages or salaries and remitted to the Union pursuant to Article 7, Section 2 of this Agreement. The Employer may remit PAC contributions and Union dues to the Union by a single check, or by separate checks. With each PAC contribution remittance, the Employer shall provide the Union with a written itemization setting forth as to each contributing employee his or her name, Social Security number and total contribution amount. The parties acknowledge that the Employer'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 provisions of this Agreement. The Employer's responsibility under this Section is limited solely to disbursing the funds to the Union as provided in this Section. The Union shall assume all responsibility for distribution of the PAC contribution remittance to the PAC's specified on the form that is Appendix E.

## **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.

## **ARTICLE 9 – LABOR-MANAGEMENT COMMITTEE**

The Employer and Union agree that there shall be a Labor-Management Committee consisting of no more than three (3) individuals from each party, depending on unit size. Committee members shall be designated, in writing, by each party to the other. Meetings will be held at mutually agreeable times and places so as to apprise the other of problems, concerns, and suggestions related to the operations and the work force, all with the aim of promoting better understanding between the parties. Meetings will be held within fifteen (15) days after either party so requests, but not more than one time each month during the academic year. A written



agenda shall be established for each meeting. Such meetings shall not be construed as opening the Agreement for negotiations, nor shall any subject matter at the meetings constitute a step in the grievance procedure. Employees shall be paid at their regular hourly rate for time spent at Labor-Management Committee meetings.

## **ARTICLE 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 three (3) members of the bargaining unit selected by the Union and up to three (3) members of management selected by the Employer, the actual size of which shall be mutually agreed upon based upon considerations of the size and complexity of the unit. The Committee shall be organized to provide assistance in identifying and eliminating potential safety hazards throughout the facility. The Employer will coordinate the meetings of the Committee. This Committee will meet monthly during the academic year. The Employer will consider all of the recommendations from the Committee in good faith. Employees shall be paid at their regular hourly rate for time spent at health and safety committee meetings.

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

Section 4. The Employer agrees to take additional safety measures as set forth in Appendix F.

## **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. Management can withhold access to the premises for legitimate reasons. However, access will not be unreasonably withheld.

Section 2. An authorized representative of the Union will make reasonable attempts to notify the General Manager or authorized designee in advance of arriving on the Employer's or client's premises of their desire to visit. The General Manager or authorized designee will inform the Union accredited representative as soon as practicable after receiving notice of the visit if there are any business reasons for limiting the Union's visitation with employees or visiting the premises. Upon arrival on the Employer's or client's premises, the Union accredited representative will notify the General Manager or authorized designee, in person, of his/her presence prior to speaking to 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 is set forth in Appendix C. The Union shall advise the Employer in writing of the names of Union Stewards. One (1) Union Steward shall participate in each grievance procedure, 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 Chief Steward will be considered the most senior employee for the purpose of layoff and recall only.

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

Section 6. Upon the Union's request and subject to the Employer's business requirements, union members serving as stewards or alternate stewards under this contract shall be granted special training leaves to attend group trainings provided by the union. The size of the group attending such training will be subject to business needs of the Employer but shall not be less than half (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.

## **ARTICLE 13 – SENIORITY**

Section 1. "Employer Seniority" shall be defined as the employee's length of continuous service with the Employer as measured from the employee's record date of hire by the Employer in the operation covered by this agreement. "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.

Employer Seniority will be used for determining vacation eligibility. Classification Seniority will be used for purposes of layoff, recall, vacation scheduling, 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), and Vacation (Article 26).

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

Section 2. The Employer shall furnish to the Union, upon its request, a copy of an up-to-date seniority list at the start of every contract year which shall include the name and address of each employee along with their most recent job title, noting any who have quit and any who are on leave of absence.

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

- a. Resignation or other voluntary termination of employment.
- b. Discharge for just cause.
- c. Absence of three 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 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 one (1) year from the date of layoff, or for a period equal to the employee's length of service, whichever is shorter.
- 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.

## **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 (5) working days of starting the extension period. During the probation period, an employee may be terminated in the sole discretion of the Employer without recourse to this Agreement. Unless otherwise provided in this Agreement, a probationary employee is not eligible for any benefits set forth in this Agreement.

## **ARTICLE 15 – JOB POSTING**

**Section 1.** Any new position or vacancy as determined by management shall be posted on a bulletin board 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 Unit 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 or faxed to the Union office. Copies of completed postings shall be given to the Chief Steward or faxed to the Union office within ten (10) working days of the bid award.

**Section 3.** All such vacancies shall, as determined by management, be filled by awarding the position to the most senior qualified employee who bids for that position and has not been awarded a position within the last six (6) months. Employees will be transferred or promoted in accordance with their seniority, provided they have the necessary ability and experience and can meet the job description requirements. For purposes of this section, "seniority" shall mean 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 (6) months, provided they are qualified as stated in **Section 3**. If there are still no qualified bidders, the Employer shall have the right to go to the outside to fill the position.

**Section 5.** Any employee filling a job classification covered by this Agreement from a lower-paid classification shall be on a trial period for the first 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. 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 reemployment if qualified. In the event of recall, employees shall be recalled in the reverse order of the layoff.

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

- a. The employee may bump the least senior employee in the same or lower pay grade within their respective classification, or the employee may bump the least senior employee in his or her former classification if his or her seniority in the former classification exceeds that of the least senior employee in that classification.
- b. The affected employee(s) may opt to fill a vacancy in their own or lower pay grade in any classification if, in the Employer's opinion, they are qualified and have the ability to perform within that classification.
- c. Employee(s) who have been laid off or displaced shall have the right of recall to any former job classification or any other job classification for which they are minimally qualified in their own or lower pay rate.
- d. When work becomes available in that employee's classification from which they were laid off or displaced, they will be recalled in reverse order of their layoff or displacement.
- e. 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.

## **ARTICLE 17 – LEAVES OF ABSENCE**

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

Section 2. In the event an employee is hired or appointed to short-term employment with the Union, the employee shall be allowed to take leave, subject to the Employer's legitimate

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

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.

Section 5. An employee returning from FMLA/Union leave, or a personal leave of thirty (30) 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 thirty (30) days. Employees returning from personal leaves of more than thirty (30) 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 legal immigrants 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 sixty (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 social security number is valid and the employee is authorized to work in the United States.
- 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 forty-eight (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. A "no match" letter from the Social Security Administration (SSA) shall not in itself constitute a basis for taking any adverse employment action against an employee or requiring an employee to re-verify work authorization. Upon receipt of such a letter, the Employer shall provide the employee and the Union with a copy of the letter (provided that the letter contains no social security or other confidential information about other employees, and if so, such information shall be redacted) and inform the employee that he/she should contact SSA. It is expected that the employee will have at least sixty (60) calendar days to correct the problem. If the problem is not corrected within sixty (60) calendar days, the employer shall send a notice to the Union and the employee notifying them that the problem remains unresolved. If the problem has not been resolved within thirty (30) calendar days of this notice, the Employer will meet with the Union and the employee concerning next steps.
- d. 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 thirty (30) calendar days, the employee shall be rehired into the next available position with 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.

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. Should an INS agent demand entry into the Employer's premises or the opportunity to interrogate, search, or seize the person or property of any employees, then the Employer shall comply with the INS demand and immediately notify the Union Steward.

Section 5. In no event shall any portion of this Article be interpreted or applied to require the Employer to take any action in violation of the IRCA or any other applicable laws.

## **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 business days after learning of the circumstances on which the discipline is based, unless there exists a justifiable business reason for a reasonable extension of this period. The Employer will give its reasons for such discipline and/or discharge to the employee and the Union's Grievance Representative or designee within seven (7) calendar days of such disciplinary action.

Section 2. The parties recognize the principles and need for a method by which progressive discipline 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 work days.
- d) Suspension pending investigation and decision to discharge.

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

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

Section 5. An employee shall be permitted to have a Shop Steward or Union Representative at any meeting with the Employer, or its agents, which meeting is for the purpose of investigating alleged misconduct by the employee that might be the basis for, or which may result in, discharge, suspension or other disciplinary action with respect to the employee. If the employee indicates that he/she wishes a steward to be present, and one is not available, the disciplinary meeting shall be temporarily postponed unless it is suspension or suspension with intent to discharge. In such cases, another bargaining unit person of the employee's choosing shall be asked to sit in as a witness. If it is not a suspension or suspension with intent to discharge, the discipline shall be delayed until the employee's next shift.

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 General Manager within seven (7) working days of its occurrence or of the date when the employee or



the Union first became aware of the circumstances giving rise to the alleged grievance. The Unit Manager shall provide a documented response within five (5) working days after receipt of the grievance.

**Step 2:** If not resolved satisfactorily at Step 1, a grievance shall be submitted in writing to the General Manager or their designee by the Union's Grievance Representative or their designee within seven (7) working days after receipt of the response at Step 1. The grievance shall set forth the alleged facts of the grievance, the specific Article(s) and Section(s) alleged to have been violated, and the remedy that is being sought. Either the General Manager or their designee or the Union shall request a meeting for the purpose of resolving the grievance prior to the Employer's decision. The meeting shall be held within five (5) working days of being requested and will never exceed two (2) paid employees. Within five (5) working days of the meeting the Employer shall deliver to the Union a written reply, which shall provide for a decision in the matter and the reason(s) for the decision.

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

If the grievance is not resolved after the procedures in Step 3 have been completed, the parties, by mutual agreement, may refer the matter to non-binding mediation. Such referrals shall occur within five (5) working days after the union receives the written response from the District Manager. The Grievance Mediation procedure is set forth at Appendix F.

**Arbitration:** If the grievance cannot be satisfactorily adjusted at Step 3, the matter may be referred by the Union for final decision and determination to an impartial arbitrator. A request for arbitration shall be filed in writing with the Federal Mediation and Conciliation Service (FMCS) no later than thirty (30) calendar days following the receipt of the written Step 2 answer. Both the Employer and the Union agree to be bound by the rules and regulations of the FMCS.

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

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

**Section 3.** The time constraints that refer to any step of this procedure may be extended by mutual written agreement of the Employer and the Union. Any reasonable request made before the expiration of the time limit to be extended shall be honored by the Employer and the Union.

Failure to file a grievance or to proceed to the next step within the prescribed time limits shall constitute a waiver of all rights to grieve and arbitrate such matters.

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

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

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

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

Section 8. Summary Table of Grievance Procedure.

Step	Parties Involved	Time Limits
1	Union: Grievant, Shop Steward Employer: Unit Manager	7 Working Days: Written Grievance 5 Working Days: Response
2	Union: Grievance Rep or designee Employer: General Manager	7 Working Days: Written Step 2 Grievance 5 Working Days: Meeting between parties 5 Working Days: Written Response from General Manager
3	Union: Grievance Representative Employer: District Manager	10 Calendar Days: Written appeal to the District Manager. 10 Calendar Days: Meeting between the parties 10 Calendar Days: Written Response from the District Manager 5 Working Days: Mutual decision to seek Mediation or 30 Calendar Days: To seek Arbitration
3 (optional)	Grievance Mediation	Mediator's Schedule: Mediation 5 Working Days: Mediator's response 10 Calendar Days: Request for Arbitration
4	Arbitration	See #2 & /or #3 above

## ARTICLE 21 – HOURS OF WORK AND OVERTIME

Section 1. The "workweek" shall consist of a seven-day payroll period beginning at 12:00am Friday and ending at 11:59pm Thursday. The parties understand and agree that the beginning and end of the workweek may change as a result of changes to the Employer's payroll or timekeeping systems. The Employer will contact the union at least two (2) weeks before any change in the payroll period.

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

Section 3. The Employer has the right to require employees to work overtime as may be necessary to meet operating requirements. In the event overtime is required, the 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 assignment, the Employer is free to fill the position from any available source. The least senior employee refusing overtime may be subject to discipline.

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

Section 5. All employees covered by this Agreement will be permitted to take one (1) fifteen (15)-minute paid break for each four hours (4) 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. The Employer shall provide a free, wholesome meal as determined by management.

## **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 the rate of that classification 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.

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. If the Employer's payroll system permits, employees shall be paid on a weekly basis on Fridays before the end of their regular shift.

Section 5. Employees may participate in the Employer's direct deposit system on a voluntary basis.

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 days' notice to the Union of any changes in job classifications, which shall include the rate of pay assigned to each classification prior to offering such job classification for posting. The Employer shall meet with the Union to discuss the new or changed job classification. Nothing contained herein shall prevent the Employer from implementing such new or changed job(s). It is agreed to by the parties that the Union has the right to negotiate the effects of any significant changes in job classifications.

## **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 – CALL-IN EMERGENCY**

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

Section 2. Payment for time worked on call in emergency shall not be less than one-half the employee's regularly scheduled hours at the employee's regular pay. Employees shall perform any such tasks as assigned.

## **ARTICLE 25 – HOLIDAYS**

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

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

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

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

## **ARTICLE 26 – VACATIONS**

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

- Employees with zero (0) – sixty (60) months of Seniority shall accrue 0.03850 hours of vacation pay per compensated hour, not to exceed ten (10) normal work days on an annual basis.
- Employees with sixty-one (61) – one hundred eighty (180) months of Seniority shall accrue 0.05770 hours of vacation pay per compensated hour, not to exceed fifteen (15) normal work days on an annual basis.
- Employees with one hundred eighty-one (181) or more months of Seniority shall accrue 0.07700 hours of vacation pay per compensated hour, not to exceed twenty (20) normal work days on an annual basis.

Section 2. Employees' rates of accrual shall be determined as of their anniversary dates. Except as may otherwise be provided by law, accrued vacation shall vest as of the anniversary date following accrual.

Section 3. Vacation earned under this Agreement may be carried over from year to year to a maximum of two hundred forty (240) hours.

Section 4. Vacation shall be paid at a rate of the individual employee's regular rate of pay.

Section 5. Except as may otherwise be required by law, employees whose employment terminates shall be paid all vested, but unused vacation.

Section 6. If employees' available vacation is not reported on the standard pay stub, the Employer shall provide on a quarterly basis a report indicating each employee's available vacation. Such reports shall be generated on November 15<sup>th</sup>, February 15<sup>th</sup>, April 15<sup>th</sup>, and August 15<sup>th</sup> of each year.

## **ARTICLE 27 – SICK LEAVE**

Section 1. All full-time employees shall be eligible for sick leave. Sick leave shall be determined based on length of service as follows:

- Employees with zero (0) – twelve (12) months of Seniority shall accrue 0.00770 hours of sick pay per compensated hour, not to exceed two (2) normal work days on an annual basis.
- Employees with thirteen (13) – one hundred twenty (120) months of Seniority shall accrue 0.01154 hours of sick pay per compensated hour, not to exceed three (3) normal work days on an annual basis.
- Employees with one hundred twenty-one (121) or more months of Seniority shall accrue 0.01930 hours of sick pay per compensated hour, not to exceed five (5) normal work days on an annual basis.

Section 2. Employees' rates of accrual shall be determined as of their anniversary dates. Except as may otherwise be provided by law, accrued sick pay shall vest as of the anniversary date following accrual.

Section 3. Sick pay shall be paid at the employee's regular hourly rate.

Section 4. Sick time may be carried over from year to year to a maximum of three hundred twenty (320) hours.

Section 5. A doctor's note may be requested by the Employer upon return to work after three (3) 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 6. If employees' available sick pay is not reported on the standard pay stub, the employer shall provide on a quarterly basis a report indicating each employee's available sick pay. Such reports shall be generated on November 15<sup>th</sup>, February 15<sup>th</sup>, April 15<sup>th</sup>, and August 15<sup>th</sup> of each year.

## **ARTICLE 28 – PENSION**

Section 1. The Employer shall remain a participating Employer of the National Retirement Fund (NRF), and shall make pension contributions to the NRF on behalf of eligible employees for each straight-time hour paid. Eligible employees are defined as employees who as of the first day of any calendar month have completed thirty (30) calendar days of employment.

Effective 1/1/13 – \$0.17

Effective 1/1/14 – \$0.18

Effective 1/1/15 - \$0.19

The Employer shall be required to contribute for new employees beginning the first of the month following thirty (30) calendar days of employment.

Section 2. Based on the terms of the National Retirement Fund (NRF) Rehabilitation Plan issues by the trustees on April 30, 2010, the Employer is required to increase its contributions by 6.4% per year over and above the hourly contribution rate in effect on December 31, 2009 in order to provide additional funds to the NRF in order to pay down the NRF's unfunded liability in accordance with the provisions of the Pension Protection Act (PPA). As this location did not make contributions to the NRF on December 31, 2009, there are no annually required contribution rate increases and any contribution rate increases provided herein will be used to provide additional benefits for the Employer's employees as per the Preferred Schedule of the Rehabilitation Plan adopted by the bargaining parties in June 2010.

Section 3. Employees may participate in the National Plus Plan 401(k) program as administered by the Union or its affiliate per terms of that plan. Subject to the requirements of the Employer's payroll system and any applicable participation agreement, the Employer agrees to take payroll deductions and disburse them to the National Plus Program in accordance with individual employee authorization.

Section 4. Promptly upon ratification of this Agreement, the Employer and the Union shall take all necessary and appropriate steps to give effect to the preceding sections in this Article.

## **ARTICLE 29 – INSURANCE**

Section 1. Effective the first of the month following the ninetieth (90<sup>th</sup>) calendar day of employment, all regular, full-time employees shall be eligible to participate in the health, dental,

and life/disability insurance programs provided by the Employer as set forth in those plans. The Employer shall make available the health, dental, and life/disability insurance programs generally made available to regular full-time hourly employees in the state and the division where the unit is located ("Standard Benefits Plans").

- a. Health and Dental. So long as the Employer offers the Standard Benefits Plans in accordance with this Agreement, the Employer shall share with each employee who elects to participate in a Health or Dental Plan the cost of the premiums for the plans in which the employee elects to participate, as follows:

- i. Health Care

- a) The Employer shall subsidize weekly premium amounts as follows:

Plan	Employee Only	Employee Plus One	Family
PPO Definity Health	75%	70%	70%

- b) Upon ratification of this Agreement, and subject to administrative requirements, the Employer shall adjust automatically the amount of the premium share for employees currently enrolled in one of the Health Plans under the Standard Benefits Plans. The Employer shall also treat all participating and eligible employees as newly eligible employees and, in accordance with the Employer's then standard practice, distribute to all participating and eligible employees written information regarding Health Plan options and premium shares. Such employees shall have a period of time as defined in the plan (currently forty-five [45] days) in which to enroll or change enrollment in coverage under the Health Plans. The Employer shall deduct the employee's share of the premium for each paycheck on a pre-tax basis. Notwithstanding any of the above, if any "buy-up options" to reduce deductibles, coinsurance, or other out-of-pocket amounts are offered for the plan in which the employee has elected to participate, and the employee elects such option, the employee shall bear the full cost of the buy up. Subsequent calendar years after the effective date of this agreement shall be subject to Section 2 below.

- ii. Dental. The Employer shall pay its share of weekly dental premium costs as set forth in the Standard Benefits Plans. The Employer shall deduct the employee's share of the premium for each paycheck on a pre-tax basis.

- b. Life Insurance. The Employer shall provide Free Basic Life insurance in accordance with the Standard Benefits Plans, the benefit amount of which is currently ten thousand dollars (\$10,000.00). As provided in the Standard Benefits Plans, employees may elect at their own expense to purchase additional life insurance coverage. The terms of coverage and the cost to the employee of such coverage shall be as set forth in the Standard Benefits Plans.

- c. Disability Insurance. The Employer shall provide Short-Term and Long-Term Disability

under the terms as set forth in the Standard Benefits Plans.

Section 2. Premium Changes. The Employer shall continue to make reasonable efforts to control premium amounts for coverage under the Standard Benefits Plans. The total premiums will be adjusted annually consistent with the Employer's policies and practices regarding the Standard Benefits Plans.

- a. The Employer's proportionate share of premiums for subsequent calendar years shall be established as set forth in Section 1.a.i.a above. However, if the projected increase applying this standard for either calendar year is such that the overall increase in the dollar amount of the Employer's share of the premiums for the Standard Benefits Plans, plus any increase in pension contribution under this Agreement, plus any wage increase under this Agreement amounts to an aggregate cost increase of more than five percent (5%), the Employer's share of the health insurance premiums for that calendar year shall be adjusted downward so that the aggregate cost increase is no more than five percent (5%).
- b. In the event that health insurance premiums are adjusted as set forth in the preceding paragraph, either the Union or the Employer may seek to negotiate modifications in the health insurance provisions of this Agreement for the following year.

## **ARTICLE 30 – TRAVEL ALLOWANCE & PARKING**

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

Section 2. The Employer will pay fifty percent (50%) of the annual parking fee not to exceed one hundred fifty dollars (\$150.00) annually. The Employer shall make such payments directly to Dillard University.

## **ARTICLE 31 – 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 work days for the purpose of bereavement and/or attending the funeral and providing for matters incident to the death. Such absences shall be permitted within three calendar days prior to or following the funeral. Employees shall be paid at their regular rate of pay times their regular hours worked.

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

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



## **ARTICLE 32 – 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 33 – BULLETIN BOARDS AND BUTTONS**

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

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

## **ARTICLE 34 – UNIFORMS**

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 36 – SUCCESSORS**

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

## **ARTICLE 37 – SAVINGS CLAUSE**

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

## **ARTICLE 38 – TOTAL AGREEMENT**

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

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

## **ARTICLE 39 – DURATION OF AGREEMENT**

Section 1. This Agreement shall be in full force and effect as of April 1, 2012, and shall be in effect up to and including March 31, 2015. If either party desires to negotiate changes in this Agreement to take effect upon its termination, the party shall give reasonable notice of such intent.

Section 2. If the Agreement terminates in accordance with Section 1 of this Article before the parties reach agreement on the terms of a successor collective bargaining agreement, there shall be a "Cooling-Off Period" during which neither party may engage in strikes, lockout, picketing, unilateral changes in the Agreement, or other economic actions. This Agreement shall be extended for the duration of the Cooling-Off Period. During the Cooling-Off Period, the Employer and the Union will make every reasonable effort to negotiate and agree upon a successor collective bargaining agreement. The Cooling-Off Period shall be for a minimum of

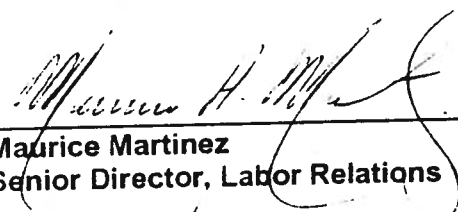
sixty (60) days, unless extended by mutual agreement of the parties. Economic improvements contained in a successor agreement that become effective upon the effective date of the successor agreement shall be retroactive to the expiration date of this Agreement, unless the parties otherwise mutually agree.

IN WITNESS WHEREOF, Sodexo Campus Services, Dillard University, 2601 Gentilly Blvd, New Orleans LA and SEIU Local 21LA, have caused this Agreement to be signed by their duly authorized representatives as of this \_\_\_\_\_ day of \_\_\_\_\_.

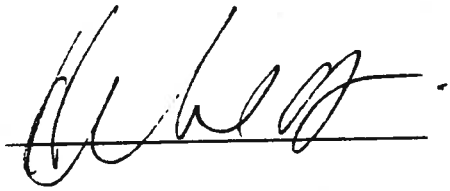
**SODEXO CAMPUS SERVICES AT  
DILLARD UNIVERSITY  
2601 GENTILLY BLVD.  
NEW ORLEANS, LA**

**SEIU LOCAL 21LA**

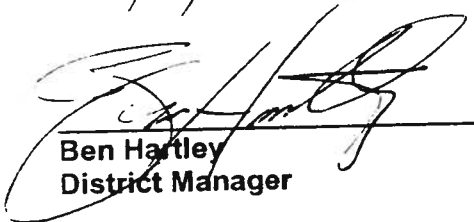


  
\_\_\_\_\_  
**Maurice Martinez  
Senior Director, Labor Relations**

5/5/12  
Date

  
\_\_\_\_\_

6/4/12  
Date

  
\_\_\_\_\_  
**Ben Hartley  
District Manager**

5/21/12  
Date

## APPENDIX "A" (WAGES)

Section 1. The starting rates of pay shall be as follows:

Job Classification	04/01/12	04/01/13	04/01/14
Cook	\$11.00	\$11.00	\$11.00
Grill Cook/Prep Cook	\$10.00	\$10.00	\$10.00
FSW/Cashier	\$9.25	\$9.25	\$9.25
FSW/Utility	\$9.00	\$9.00	\$9.00
Inventory/Stock Clerk	\$9.75	\$9.75	\$9.75
Lead FSW	\$10.25	\$10.25	\$10.25

All employees will receive the amount necessary to move to the classification rate effective 4/1/12 or the amount of the general wage increase in Section 2, whichever is greater. Thereafter all workers will be hired at the start rate.

Section 2. The General Wage Increases are:

4/6/12	\$0.35
4/5/13	\$0.35
4/4/14	\$0.35

The Company will provide either a turkey or ham to all employees before winter recess.

## **APPENDIX “B” (UNIFORMS)**

Section 1. The Employer will provide employees three (3) uniforms at the time of hire and two (2) uniforms every year after.

Section 2. The uniform consists of:

- Chef hat,
- Chef pants,
- White shirt

## **APPENDIX "C" (UNION STEWARDS)**

Section 1. There shall be two (2) union stewards and one (1) alternate.

Section 2. The Union shall appoint one (1) of the stewards as a "Chief" steward.

## **APPENDIX "D" (ETHNIC DIVERSITY AND CULTURAL ISSUES)**

Section 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.

Section 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.

Section 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.

Section 4. If the primary language for more than twenty-five (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 (1) non-English language.

## APPENDIX "E" (Louisiana Political Action Committee Form)

Yes! I will do my part to make elected Officials Listen to Working People!

I am volunteering to contribute to the SEIU Louisiana Political Action Committee (PAC) to help officials who stand for working families. I authorize Local 21 LA to file the payroll deduction with my employer and my employer to forward the amount specified to SEIU PAC. I understand that; {1} I am not required to sign this form or make SEIU PAC contributions as a condition of my employment or membership in the union; {2} I may refuse to contribute without any reprisal; {3} Only union members and executive/administrative staff who are citizens or lawful permanent residents are eligible to contribute o SEIU PAC; {4} The amount on this form are merely a suggestion, and I may contribute more or less by this or some other means without fear of favor or disadvantage from the union or my employer; {5} SEIU PAC uses this money it receives for political purpose, including but not limited to addressing political issues of public importance and contributing to and spending money in connection with federal, state and local elections. Contributions to SEIU PAC are not deductible for federal income tax purposes. This authorization shall remain in effect until revoked in writing by me.

\_\_\_ \$1.00 per month \_\_\_ \$3.00 per month \_\_\_ \$5.00 per month \$ \_\_\_\_\_ per month

Name: \_\_\_\_\_

Employer: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

Date: \_\_\_\_\_



## APPENDIX "F" (GRIEVANCE MEDIATION)

The process below is intended to give effect to the Grievance Mediation process set forth in Article 20, Section 2 of the Agreement. The Parties agree that this Appendix is not intended to modify any terms of the Agreement, and the Agreement shall prevail in the event any terms of the Agreement may conflict with the terms of this Appendix.

Section 1. Attendance at Mediation. The Grievance Mediation may be attended by up to two representatives of the Employer and up to two (2) representatives of the Union, with one (1) representative of each party designated as the principal spokesperson. In addition to the Employer and Union representatives, the Grievant shall also have the right to be present. It is expected that at least one (1) of the Employer and Union representatives will be from the local unit from which the grievance arose. The Employer, the Union, and the Grievant will not be represented by outside counsel at the Grievance Mediation, unless mutually agreed otherwise by the Employer and the Union.

Section 2. Selection of Mediator; Cost. A neutral mediator selected by the parties shall be present and mediate the dispute in an attempt to help the Parties settle the grievance. The Parties will identify a panel of acceptable mediators and attempt to select a mediator from that panel. If the Parties cannot agree upon a Mediator immediately upon deciding to proceed to mediation, they may apply to the Federal Mediation and Conciliation Service (FMCS) to submit a list of five names. Each party shall alternate in striking the list, beginning with the Employer on the first occurrence. The person whose name is not stricken shall be the mediator. If a grievance that has been mediated subsequently goes to arbitration, the Mediator of such grievance may not serve as the Arbitrator for the grievance. The cost of the Mediator, if any, shall be shared equally by the Parties.

Section 3. Authority of Mediator. The mediator may conduct the mediation conference using all of the customary techniques associated with mediation including the use of separate caucuses. FMCS rules protecting the mediator's confidentiality and immunity from providing testimony in any subsequent arbitration case, court proceeding, or administrative tribunal shall apply to FMCS grievance mediation. FMCS and the Mediator will be held harmless of any claim of damages arising from the mediation process. The Mediator shall have no authority to compel resolution of the grievance, or to recommend altering, amending or modifying any provisions of this Agreement; or to actually alter, amend or modify any provisions of this Agreement.

Section 4. Evidence, Statements, and Documents. The purpose of the Grievance Mediation is to assist with the resolution of the Grievance. Proceedings before the mediator will be informal and rules of evidence will not apply. No record, stenographic or tape recordings of the meetings will be made and no person at the Grievance Mediation will be placed under oath. The Mediator's notes will be confidential and their content shall not be revealed. Any documents presented to the Mediator shall be returned to the respective parties at the conclusion of the hearing. The Grievance Mediation and any statement or action by the Mediator or the Parties or the Grievant in connection with the Grievance Mediation may not be referred to or used against any Party at arbitration and shall not constitute an admission for any other purpose.

Section 5. Advisory Opinion/Recommendation. If no settlement is reached and if requested, the Mediator shall provide one or both Parties, either jointly or separately, as mutually agreed, an advisory opinion or written recommendations for settlement. Any written recommendation or opinion shall be provided within five days of the mediation session.

Section 6. Termination of Mediation. The Grievance Mediation shall terminate upon the receipt of the writing from the Mediator, the fifth (5<sup>th</sup>) day after the mediation session, or mutual agreement of the Parties, whichever is sooner.

## **APPENDIX "G" (HOLIDAYS)**

- Christmas
- New Years
- Mardi Gras
- Thanksgiving
- Martin Luther King

# MEMORANDUM OF UNDERSTANDING REGARDING NOTIFICATION OF VACANT POSITIONS AT DILLARD UNIVERSITY


This Memorandum of Understanding (MOU), by and between SEIU Local 21LA ("Union") and Sodexo, Inc. ("Employer"), is entered into solely with regard to the food service employees at Dillard University, 2601 Gentilly Blvd, New Orleans LA , and is without precedent for any other facility.

- a) Sodexo Management at Dillard University will notify the Sodexo management at Xavier University of any new position or vacancy as determined by management. Sodexo Management at Xavier University will subsequently notify the Chief Union Steward regarding the new or vacant position at Dillard University.
- b) If there are no qualified internal bidders at Dillard University for any new position or vacant position, Sodexo Management at Dillard will notify in writing Sodexo Management at Xavier University of such open positions. Sodexo employees at Xavier University shall apply for the vacancies by sending a written request to the Unit Manager at Dillard University.
- c) New or vacant positions shall 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 months. Employees will be transferred or promoted in accordance with seniority provided they have the necessary ability and experience and can meet the job description requirements. If there are still no qualified bidders, Sodexo Management at Dillard University shall have the right to go to the outside to fill the position.
- d) If a Sodexo employee from Xavier University is awarded the position at Dillard University, the employee shall retain Employer Seniority. The employee's job classification seniority shall begin from the date of transfer into the new position at Dillard University.

IN WITNESS WHEREOF, Sodexo Campus Services, Dillard University, 2601 Gentilly Blvd, New Orleans LA and SEIU Local 21LA, have caused this Memorandum of Understanding to be signed by their duly authorized representatives as of this \_\_\_\_ day of

**SODEXO CAMPUS SERVICES AT  
DILLARD UNIVERSITY  
2601 GENTILLY BLVD.  
NEW ORLEANS, LA**

**SEIU LOCAL 21**

  
\_\_\_\_\_  
**Maurice Martinez**  
**Senior Director, Labor Relations**

5/5/12  
\_\_\_\_\_  
**Date**

  
\_\_\_\_\_

5/4/12  
\_\_\_\_\_  
**Date**

# MEMORANDUM OF UNDERSTANDING REGARDING POSTING OF EMPLOYEE SCHEDULES

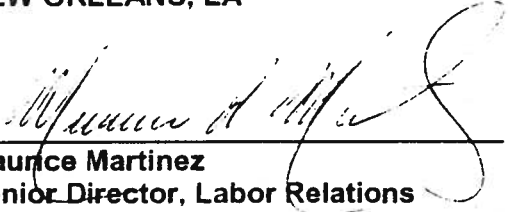
This Memorandum of Understanding (MOU), by and between SEIU Local 21LA ("Union") and Sodexo, Inc. ("Employer"), is entered into solely with regard to the food service employees at Dillard University, 2601 Gentilly Blvd, New Orleans LA, and is without precedent for any other facility.

- 1) Work Schedules shall be posted at least two (2) weeks ahead of time, whenever possible. If changes occur to the posted schedule, the management will make every reasonable attempt to notify the employee at least forty eight (48) hours in advance.

IN WITNESS WHEREOF, Sodexo Campus Services, Dillard University, 2601 Gentilly Blvd, New Orleans LA and SEIU Local 21LA, have caused this Memorandum of Understanding to be signed by their duly authorized representatives as of this \_\_\_\_\_ day of

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**SODEXO CAMPUS SERVICES AT  
DILLARD UNIVERSITY  
2601 GENTILLY BLVD.  
NEW ORLEANS, LA**

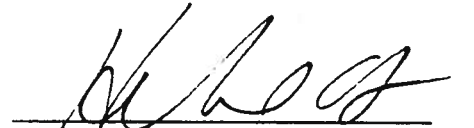
**SEIU LOCAL 21LA**

  
\_\_\_\_\_  
**Maurice Martinez  
Senior Director, Labor Relations**

Date

5/5/12

Date

  
\_\_\_\_\_  
6/4/12



# MEMORANDUM OF UNDERSTANDING REGARDING SHIFT PREMIUM FOR SPLIT SHIFT

This Memorandum of Understanding (MOU), by and between SEIU Local 21LA ("Union") and Sodexo, Inc. ("Employer"), is entered into solely with regard to the food service employees at Dillard University, 2601 Gentilly Blvd, New Orleans LA, and is without precedent for any other facility.

- a) Any Employee scheduled to work in a split shift shall be paid a seventy five cent (\$0.75) per hour pay premium for hours worked after the extended unpaid break in schedule.

IN WITNESS WHEREOF, Sodexo Campus Services, Dillard University, 2601 Gentilly Blvd, New Orleans LA and SEIU Local 21LA, have caused this Memorandum of Understanding to be signed by their duly authorized representatives as of this \_\_\_\_\_ day of

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**SODEXO CAMPUS SERVICES AT  
DILLARD UNIVERSITY  
2601 GENTILLY BLVD.  
NEW ORLEANS, LA**

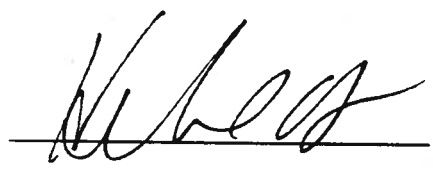
**SEIU LOCAL 21LA**

  
\_\_\_\_\_  
**Maurice Martinez  
Senior Director, Labor Relations**

Date

5/5/12  
\_\_\_\_\_

Date

  
\_\_\_\_\_  
6/4/12  
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