

AGREEMENT

BY AND BETWEEN

SDH Education East, LLC, a subsidiary of Sodexo, Inc.

AT

Texas Christian University
Fort Worth, TX

AND

United Food and Commercial Workers
Local 1000

EFFECTIVE DATES:

FROM: July 28, 2021

TO: August 31, 2023

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PREAMBLE

Section 1. This AGREEMENT made and entered into by and between SDH Education East, LLC, a subsidiary of Sodexo, Inc., at Texas Christian University, Fort Worth, TX (“Employer” or “Company”), and United Food and Commercial Workers Local 1000 (“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 in 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 the employees 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 wages, hours, and other terms and conditions of employment for all full-time and regular part-time employees of SDH Education East, LLC, a subsidiary of Sodexo, Inc., the Employer at Texas Christian University, Fort Worth, TX 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, and supervisors and guards as defined in the National Labor Relations Act.

ARTICLE 2 – DEFINITIONS

Employees shall be classified as set forth below.

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

Section 2. Part-Time Employee: A “part-time employee” is one who works an average of 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. Measurement Period: An employee’s status as full-time or part-time shall be determined on the basis of the employee’s average weekly hours during the twelve-month measurement period ending on October 3, 2014 and on such date in each succeeding year as specified by the Company’s Benefits. No employee shall fail to be classified as full-time due to time spent on FMLA, Military (USERRA) or Temporary Unit Closing (TUC) leave. Employees who have been employed for less than twelve months as of the measurement date shall be

classified as full-time or part-time in accordance with the procedures used by the Company to classify partial-year employees under the Standard Benefits Plans.

Section 5. 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, on the basis of any of the protected characteristics or activities described above, against any other employee or anyone with whom the employee has contact on the Employer’s and/or client’s premises or during the course of the employee’s work.

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 that a proposed accommodation would conflict with any provision of this Agreement, the parties, at either’s request, shall meet to discuss the proposed accommodation. The parties agree that any accommodation made by the Employer with respect to work schedule, 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 other person for any purpose at any time.

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.

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 business-related reason; to determine and require standards of performance; to maintain discipline, order and efficiency; to determine operating standards, and operational and other policies; to determine methods of time-keeping; 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; 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; 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 (30th) day following the execution or effective date of this Agreement, or on or after the thirtieth (30th) day following the beginning of their employment, whichever is the later. If the foregoing is prohibited by law, then at the corresponding time all employees shall be required as a condition of employment (unless prohibited by law) to pay to the Union a service charge to reimburse it for the cost of negotiating and administering this agreement.

Section 2. Good standing membership in the Union for purposes of this Article means such membership in the Union through membership in United Food and Commercial Workers Local 1000.

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 Texas Christian University are covered under a collective bargaining agreement between Sodexo and United Food and Commercial Workers Union, Local 1000. 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.

ARTICLE 7 – DEDUCTION OF UNION DUES

Section 1. The Employer agrees to deduct each pay period from the wages of each employee who so authorizes such deduction, the amount of regular initiation fees and 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 the preceding 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 or 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 (25th) of the month following the month in which the deductions were 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 agrees to deduct Active Ballot Funds from employees who authorize the same and remit them on a separate check than Union dues. The remittance will be forward to the Local on a monthly basis.

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.

Section 3. 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 9 – LABOR-MANAGEMENT COMMITTEE

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

ARTICLE 10 – SAFETY

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

Section 2. A Joint Safety and Health Committee (“Committee”) will be established. The committee will be composed of up to three (3) members of the bargaining unit selected by the Union and up to three (3) members of management selected by the Employer. 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, to the extent permitted by law. Employees shall not be responsible for the cost of replacement for protective equipment that is replaced as a result of normal wear and tear, regularly scheduled replacement, or replacement resulting from circumstances beyond the employee’s control.

ARTICLE 11 – VISITATION

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

Section 2. An authorized representative of the Union will notify the General Manager or authorized designee of his or her desire to visit in advance of arriving at the Employer’s or client’s premises. Upon arrival at the Employer’s or client’s premises, the Union’s designated 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 service to the customers of the Employer and must adhere strictly to the client's security regulations.

ARTICLE 12 – UNION STEWARDS

Section 1. The number of Union Stewards shall be up to (2) two per shift. The Union shall designate one (1) Chief Steward. The Union shall advise the Employer in writing of the names of Union Stewards. No more than one Union Steward may participate in any grievance procedure, unless a steward is the Grievant, in which case he or she shall be entitled to representation by another Steward. 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. The Union and Employer agree new employees shall receive a one-time 30 minute orientation by the Union Representative or designee. Such orientation shall be held once monthly for new employees and scheduled during non-regular working hours.

Section 7. Shop Stewards shall be entitled to sixteen (16) hours of unpaid leave each calendar year for Shop Steward training and education during the term of this Agreement. The Union will give the Employer at least four (4) weeks advance written notice. The Shop Steward must, upon returning from the leave, present the Employer with written evidence, from the Union, that Steward has used the leave for the purpose it was intended.

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.

Classification Seniority will be used for purposes of layoff, recall, shift preference, overtime, and job bidding, except to the extent specifically provided otherwise in the following Articles: Job Posting (Article 15), Lay Off and Recall (Article 16), and Hours of Work and Overtime (Article 20).

In the event two (2) or more employees are hired on the same day, their seniority shall be decided by lot.

Section 2. If the Union so requests, the Employer shall furnish to the Union, at the start of any contract year, a copy of an up-to-date seniority list, which shall include the name and address of each employee along with his or her 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 reasons:

- a) Resignation or other voluntary termination of employment.
- b) Discharge for just cause.
- c) Absence of three (3) consecutive days without notice to the Employer.
- d) Failure to return to work within ten (10) working days after the Employer gives the employee written notice to return to work, and failure to notify the Employer of their intentions to return to work within five (5) working days after such notice is given. Such notice shall be deemed to have been sufficiently given if sent to the employee by a reliable, documented means to the last address furnished by the employee to management.
- e) Layoff without recall after a period of 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.

If continuous employment is broken, the employee shall be considered a new employee for all purposes if and when rehired.

ARTICLE 14 – PROBATION

Newly hired employees shall be deemed to be probationary during their first sixty (60) calendar days. Days lost from work during the sixty (60) day probation period shall not be considered in computing the sixty (60) day period. During the probation period, an employee may be terminated in the sole discretion of the Employer without recourse to the Grievance and Arbitration procedure under this Agreement. Unless otherwise provided in this Agreement, a probationary employee is not eligible for any benefits set forth in this Agreement.

ARTICLE 15 – JOB POSTING

Section 1. Any new position or vacancy as determined by management shall be posted on the bulletin boards that the employees read from, for not less than five (5) consecutive working days. Persons shall apply for the posted vacancies by sending a written request to the 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, wage rate, 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 be filled by awarding the position to the most senior qualified employee, as determined by management, 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 fifteen (15) working days, 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 until the job has been filled through the posting and bidding process.

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.

Section 6. There shall be no restrictions on the Employer's right to assign any employee to work on a temporary basis in any position for which the employee is qualified. In such circumstances, the employee will be paid in accordance with Article 21 - Wages.

Section 7. Proposed language as follows – 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 ten (10) calendar days of his/her promotion but the employee must remain in the position for a minimum of ten (10) calendar days following their request to return to their previous position.

Section 8. On or before May 1st of each year, the Employer shall establish a volunteer list for summer job opportunities. Employees will be selected by employer seniority and qualifications. Whenever possible, the Employer will give five (5) days' notice of any changes or additions to the work opportunities.

ARTICLE 16 – LAYOFF AND RECALL

Section 1. In the event the Employer finds it necessary to lay off employees, 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 within his or her 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 may opt to fill a vacancy in any classification if, in the Employer's opinion, he or she is qualified and has 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 working days after 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 (1) 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 and must include a return to work date. All leave requests shall be subject to approval in the sole discretion of the Employer. 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. A request for an extension will not be unreasonably denied. The employee shall give a minimum of fourteen (14) calendar day's notice of such request.

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

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

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 provide leaves in accordance with the Family and Medical Leave Act (FMLA) and applicable state law regarding leaves.

Section 5. An employee returning from 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 his or her 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. Benefit entitlements shall not continue to accrue during any leave of absence, except as required by applicable law and Section 2 of this Article.

ARTICLE 18 – DISCIPLINE & DISCHARGE/JUST CAUSE

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

The Employer will take any discipline action promptly after learning of the circumstances on which the discipline is based. In general, the Employer will endeavor to take any such disciplinary action within seven (7) business days after learning of the circumstances on which the discipline is based, unless there is a justifiable business reason for a reasonable extension of this period. The Employer will give its reasons for such discipline and/or discharge to the employee and the Union's Representative or designee within seven (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 three (3) 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 meeting shall be temporarily postponed unless it involves a 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 a suspension or suspension with intent to discharge is not involved, the meeting 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 19 – GRIEVANCE PROCEDURE

Section 1. A grievance shall be defined as any difference between the Company and the Union or an employee of the Company arising out of or under this Agreement or pertaining to the interpretation, application or observance of this Agreement.

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

Step 1: The parties share a common goal of attempting to resolve most matters informally without resort to the grievance process. Toward this end, the parties will attempt to address issues promptly as they arise. Any grievance shall be submitted in writing to the General Manager or designee 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 General Manager shall provide a documented response within five (5) working days after receipt of the grievance.

Step 2: If the grievance is not settled to the satisfaction of the Union at Step 1, the Union Representative or other designee, within ten (10) calendar days after receiving the General Manager or his/her designee's reply, shall submit the grievance to the District Manager or his/her 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 the matter. Either the District Manager or his/her designee, or

the Union, may request a meeting for the purpose of resolving the grievance prior to the Employer's decision. If requested, 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 a decision in the matter and the reasons for the decision.

Arbitration: If the grievance cannot be satisfactorily adjusted at Step 2, the matter may be referred by the Union for final decision and determination to an impartial arbitrator. A request for arbitration shall be filed in writing with the Federal Mediation and Conciliation Service (FMCS) no later than thirty (30) calendar days following the receipt of the written Step 2 answer. 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 the level of discipline imposed, but shall not have the ability or power to in add to, 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 the matter.

Section 4. Grievances concerning disciplinary suspensions or discharges may be submitted at the second step of the grievance procedure. If the grievance is not settled at Step 2, 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. **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 20 – HOURS OF WORK AND OVERTIME

Section 1. The “workweek” shall consist of a seven (7)-day payroll period beginning on Friday and ending on 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. The Employer shall have the right to determine the format in which employees record their time.

The Employer may utilize a biometric, voice recognition or other electronic time-keeping system to accurately account for employees’ time, and may change the time-keeping system at its discretion. Employees will be provided orientation and training on the time-keeping system that is utilized.

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 times the employee's regular hourly rate of pay, or in accordance with the requirements of applicable 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/her 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 his/her classification, he/she 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 may be permitted to take one (1) fifteen (15)-minute paid break for each four (4) hours worked. Breaks will be scheduled by the manager. Employees who work five (5) or more hours in a day shall also receive a one-half (1/2)-hour unpaid meal break to be scheduled by the manager or his/her designee.

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

Whenever extra hours are approved and offered to employees during the week, the Employer shall endeavor not to reduce the employee’s regular scheduled hours (unless operationally warranted) in order to avoid overtime pay.

ARTICLE 21 – 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 his/her 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. Employees shall be paid in accordance with the Employers payroll system. The Employer will notify the union at least thirty (30) days before any change is made.

Section 5. Wages shall be paid by check, direct deposit or electronic money card, as determined by the Employer, subject to applicable law.

Section 6. The Employer has the right to establish new job classifications and to change existing job classifications 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 posting such job classification. The Employer shall meet with the Union to discuss the new or changed job classification, if the Union so requests. Nothing contained herein shall prevent the Employer from implementing such new or changed job(s). It is agreed by the parties that the Union has the right to negotiate the effects of any significant changes in job classifications.

ARTICLE 22 – 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 any 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 the 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 in the meeting at the applicable rate for their regular job classification.

ARTICLE 23 – 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 a call-in emergency shall not be less than one-half (1/2) the employee's regularly scheduled hours at the employee's regular rate of pay. Employees shall perform any tasks as assigned.

ARTICLE 24 – HOLIDAYS

Section 1. All full-time, non-probationary employees of the bargaining unit who work the following Holidays shall be entitled to receive Holiday pay:

Labor Day
Columbus Day
Martin Luther King
Good Friday

Section 2. Payment for holidays shall be based on an individual employee's regularly scheduled hours and regular rate of pay. Employees who work on a holiday shall receive an additional day's pay.

Section 3. 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 (if they are scheduled) 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 Holiday or the next scheduled day after the holiday may be requested to furnish proof of illness for the holiday to be paid.

ARTICLE 25 – VACATIONS

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

- From date of employment through the completion of 60 months of employment, Full-Time Employees shall accrue vacation at the rate of 0.0385 for each compensated hour up to a yearly maximum of 80 hours. However, employees may not take any vacation until they have completed 6 months of service.
- From 61 months of employment through 180 months of employment, Full-Time employees shall accrue vacation at the rate of 0.0577 for each compensated hour up to a yearly maximum of 120 hours.
- From 181 months of employment, Full-Time Employees shall accrue vacation at the rate of 0.0770 for each compensated hour up to a yearly maximum of 160 hours.

Section 2. Vacation earned under this Agreement may be carried over from year to year to a maximum of:

- 120 hours during 0 through 60 months of employment.
- 184 hours during 61 months through 180 months of employment.
- 240 hours during 181 + months of employment

Section 3. Vacation shall be paid at a rate of the individual employee's regular rate of pay.

Section 4. Employees whose employment terminates shall be paid all accrued vacation, except as may otherwise be required by law.

Section 5. If employees' available vacation is not reported on the standard pay stub, the employer shall provide on a quarterly basis a report indicating each employee's available vacation.

Section 6. During the life of this Agreement, should the Employer be able to automate the tracking of vacation time, the parties agree to meet for the sole purpose of establishing vacation accrual amounts in this Article that facilitate the automation process.

ARTICLE 26 – SICK LEAVE

Section 1. All full-time employees who have completed their probationary period shall be eligible for sick leave and granted three (3) sick days effective September 1, 2019.

Effective September 1, 2020, and each September 1st thereafter, all Full-time employees who have completed their probationary period shall be eligible for sick leave and granted four (4) sick days

Section 2. Sick pay shall be paid at the employee's regular hourly rate.

Section 3. Sick time may be carried over up to a maximum of 320 hours.

Section 4. A doctor's note may be requested by the Employer upon return to work after three (3) consecutive days off sick.

Section 5. 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.

Section 6. During the life of this Agreement, should the Employer be able to automate the tracking of sick time, the parties agree to meet for the sole purpose of establishing sick accrual amounts in this Article that facilitate the automation process.

ARTICLE 27 – 401K

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

ARTICLE 28 – INSURANCE

The following terms shall govern the provision of health, dental, vision, life and disability insurance benefits for each insurance plan year, commencing January 1, 2015:

Section 1. Standard Benefits Plans. Sodexo will provide eligible employees the opportunity to enroll in Medical benefits through a Sodexo sponsored carrier. The plan(s), plan design(s) and schedule(s) of benefits may be adjusted from time to time in line with changes in the Medical benefits package for all Sodexo employees or as required by law. Other changes might include a change in the insurer, health maintenance organization, or other service provider that provides the benefits or establishes the network of participating providers.

Section 2. Eligibility to Participate. Each employee's eligibility to participate in the Standard

Benefits Plans in each insurance plan year shall be determined on the basis of the employee's hours worked or paid (as such hours are defined by the Employer with respect to the eligibility of employees generally to participate in the Standard Benefits Plans) in the fifty-two (52) week period ending on the last day of the first payroll period in the October preceding the commencement of such insurance plan year, or such other date in October of each year as the Employer shall select (for example, the eligibility of employees to participate in the Standard Benefits Plans in 2015 will be determined on the basis of the hours worked or paid in the twelve-month period commencing October 4, 2013 and ending October 3, 2014). No employee shall fail to be classified as eligible to participate in the Standard Benefit Plans due to time spent on FMLA, Military (USERRA) or Temporary Unit Closing (TUC) leave.

Employees who have been employed for less than one year as of the measurement date shall be classified as full-time or part-time in accordance with the procedures used by the Company to classify partial-year employees under the Standard Benefits Plans. In no event will an employee's classification or change in classification be effectuated on a manner that violates the Affordable Care Act ("ACA") or other applicable law.

Nothing in this Article shall be construed to alter the definitions of full-time and part-time employees set forth in Article 2 of this Agreement, it being understood, however, that such definitions do not apply to the determination of eligibility to participate in the Standard Benefits Plans, which shall be determined solely in accordance with the terms and conditions applicable to such plans.

Section 3. Contributions. Employee contributions for benefits will be at the standard Sodexo rates, and are subject to change from time to time in accordance with changes made for all Sodexo employees or as required by law. Employee contributions for the Medical Plan shall be based on the Employer's 75-25EE rate sheet.

The Employer shall deduct the employee's share of the premium from each paycheck on a pre-tax basis.

Section 4. Dental and Vision Plans. Dental and Vision Plans may be offered in accordance with the terms and conditions of the Standard Benefit Plans. The Employer shall deduct the employee's premium from each paycheck on a pre-tax basis.

Section 5. Life Insurance. The Employer shall provide Free Basic Life insurance in accordance with the Standard Benefits Plans. If so 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.

Section 6. Disability Insurance. The Employer shall provide Short-Term and Long-Term Disability in accordance with the Standard Benefits Plans.

Section 7. Premium Changes. Premiums for benefits may be adjusted by the Employer in accordance with the Employer's policies and practices regarding the Standard Benefits Plans.

Section 8. Waiver. By agreeing to participate in the Employer's Standard Benefits Plans, the Union agrees that any dispute, grievance, question or controversy concerning the interpretation or application of the Standard Benefits Plans shall be determined and resolved in accordance with the procedures set forth in the applicable plan documents and shall not be subject to the grievance and arbitration provisions of this Agreement. The Union further agrees that the

Employer, as Plan Sponsor of the Standard Benefits Plans, has reserved the right to unilaterally amend, modify or terminate the Standard Benefits Plans, in whole or in part, without bargaining with the Union. This Section shall continue in effect following the expiration of this Agreement, until expressly terminated or superseded by written agreement of the Employer and the Union.

Section 9. Employer/Employee Premium Payments While on Temporary Unit Closing (TUC) Leave. During the months that an employee is on Temporary Unit Closing (TUC) leave (that is, the summer months between academic years, Winter Break and Spring Break), the Employer will continue to pay its share of the cost of the premium on behalf of the employee so long as the employee continues to pay his/her share of the cost of the premium. Employees on Temporary Unit Closing (TUC) leave will be required to make arrangements with the Employer in May, prior to the end of the academic year, as to how they will pay their share of the premium during the summer Temporary Unit Closing (TUC) leave period. Employees who fail to timely pay their share of the premium during Temporary Unit Closing (TUC) leave periods will have their group insurance coverage cancelled.

ARTICLE 29 – TRAVEL ALLOWANCE

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

ARTICLE 30 – 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 (3) calendar days prior to or following the funeral. Employees shall be paid at their regular rate of pay times their regular hours worked.

Section 3. For the purposes of this Article, the term “immediate family” shall be defined as current husband, current wife, current domestic partner, children or 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. In such cases the employee may elect to use any available paid leave.

ARTICLE 31 – 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 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 32 – 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. The Employer may require documentation to support the request for a leave of absence prior to granting approval for the request.

Section 2.

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

b. In the event that an employee has a problem with his or her right to work in the United States after completing his or her probationary period, the Employer shall notify the Union in writing prior to taking any action, and upon the Union's request, received by the Employer within 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. In the event that the Employer receives notice from the Social Security Administration ("SSA") that one or more of the employee names and Social Security numbers ("SSN") that the Employer reported on the Wage and Tax Statements (Forms W-2) for the previous tax year do not agree with SSA's records, the Employer agrees to the following:

1. The Employer agrees that it will not take any adverse action against any employee listed on the notice, including firing, laying off, suspending, retaliating, or discriminating against any such employee, solely as a result of the no-match letter.

2. The Employer agrees that it will not require employees listed on the notice to complete new I-9 form, or provide new or additional proof of work authorization or immigration status, solely as a result of the receipt of a no-match letter, and

3. The Employer agrees not to contact the SSA or any other governmental agency, solely as a result of receiving a no-match from the SSA.

d. Seniority for immigration related issues.

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

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

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

e. Workplace immigration enforcement. The Employer shall:

1. Unless objected to by the affected employee, notify a representative of the Union as soon as practical if the Employer receives a no-match letter from the Social Security Administration, or is contacted by the Department of Homeland Security (DHS) (formerly INS) related to the immigration status of an employee covered by this Agreement or if a search and/or arrest warrant, administrative warrant, subpoena, or other request for documents is presented in order that the Union can take steps to protect any rights of its members. The Union agrees that it shall keep confidential any information it obtains pursuant to this provision and that it will use any such information solely to represent and/or assist the affected employee(s) in regards to the DHS matter.

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

judge or magistrate specifically names employees or requires the production of I-9 forms.

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

f. Re-verification of status

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

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

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

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

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

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

ARTICLE 33 – BULLETIN BOARDS

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

ARTICLE 34 – UNIFORMS

Section 1. The Employer shall supply all regularly scheduled employees with 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:

Full-Time Employees:

Three (3) Shirts
One (1) Hat
One (1) Name Tag
One (1) Clear Personal Property Bag

Part-Time Employees

Two (2) Shirts
One (1) Hat
One (1) Name Tag
One (1) Clear Personal Property Bag

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. The Employer shall provide back braces for employees in the Inventory Control Classification.

Section 6. Arm protection sleeves shall be provided based on hazard assessment of each Classification.

Section 7. Safety Shoes. The Employer will reimburse employees for up to forty dollars (\$40.00) dollars per academic year towards the purchase of safety shoes purchased through one of the Employer's approved shoe vendors.

ARTICLE 35 – NO STRIKE/NO LOCKOUT

Section 1. No Strikes or Other Interference. The Union agrees that there will be no strikes (whether general or sympathetic or otherwise), walkouts, stoppages of work, sit-downs or slowdowns, picketing, or any other direct or indirect interference with the activities, operations, or client relationships 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 – ALCOHOL AND DRUG ABUSE POLICY

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

Section 2. The parties hereby adopt and incorporate by reference the Drug/Alcohol Test Implementation Guidelines annexed to this Agreement as Appendix B.

ARTICLE 37 – TEMPORARY TRANSITIONAL DUTY PROGRAM

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

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

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

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

Section 5. Nothing herein shall be construed to add to or diminish the obligations of the parties under the Americans with Disabilities Act and/or state or local law relating to accommodation of disabilities.

ARTICLE 38 – 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 39 – 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 over the invalidated portion thereof.

ARTICLE 40 – DURATION OF AGREEMENT

Section 1. This Agreement shall become effective as of July 28, 2021 and shall continue in effect until midnight August 31, 2023 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.

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.

IN WITNESS WHEREOF, SDH Education East, LLC, a subsidiary of Sodexo, Inc., at Texas Christian University, Fort Worth, TX, and United Food and Commercial Workers Local 1000, have caused this Agreement to be signed by their duly authorized representatives as of this July 29, 2021.

**SDH Education East, LLC,
a subsidiary of Sodexo, Inc.**

**United Food and Commercial
Workers Local 1000**



**Mark Combs
Sr. Director Labor Relations**



Casey Williams (Aug 2, 2021 13:37 CDT)

**Casey Williams
Secretary Treasurer
UFCW Local 1000**

Aug 2, 2021

Date

Aug 2, 2021

Date

: 

Michael Dahl (Aug 2, 2021 13:28 CDT)

**Michael Dahl
Sodexo District Manager**

rcia

APPENDIX “B”

Sodexo, Inc. Drug/Alcohol Test Implementation Guidelines

SUBSTANCE ABUSE TESTING GUIDELINES

I. Statement of Purpose

Sodexo is committed to maintaining a safe workplace free from the influence of alcohol and drugs. In addition, Sodexo will vigorously comply with the requirements of the Drug-Free Workplace Act of 1988. Employees who use illegal drugs or abuse other controlled substances or alcohol, on or off duty, tend to be less productive, less reliable, and prone to greater absenteeism. These result in the potential for increased cost, delay, and risk in Sodexo’s business. For all these reasons, Sodexo will not tolerate any drug or alcohol use, which imperils the health and well-being of its employees or threatens its business.

Accordingly, Sodexo prohibits the following:

- Unauthorized use, possession, manufacture, distribution, dispensation, sale or attempted sale of a controlled substance or drugs and drug paraphernalia on Sodexo/client premises, in Sodexo/client-supplied vehicles, or during working hours;
- Unauthorized use, manufacture, distribution, dispensation, possession, sale or attempted sale of alcohol on Sodexo/client premises, in Sodexo/client-supplied vehicles, or during working hours;
- Storing in lockers, desks, automobiles, or other repositories on Sodexo/client premises any illegal drug, drug paraphernalia, any controlled substance for which use is unauthorized, or any alcohol;
- Being under the influence of an unauthorized controlled substance, illegal drug, or alcohol on Sodexo/client premises, in Sodexo/client-supplied vehicles, or during working hours;
- Use of alcohol off Sodexo/client premises that adversely affects the Employee’s work performance, or endangers the individual’s own or others’ safety at work;
- Use of illegal drugs off Sodexo/client premises that adversely affects the Employee’s work performance, the individual’s own or others’ safety at work;
- Refusing to submit to an inspection when requested by management;
- Being convicted of a felony, under any criminal drug statute, which reflects on the employee’s fitness for employment;

- Being convicted, under any criminal drug statute, for a violation occurring in the workplace; and
- Failing to notify the Sodexo of any arrest or conviction, under any criminal drug statute, within five (5) days of the arrest or conviction.

As permitted by law, Sodexo will conduct drug and/or alcohol testing following on-the-job injuries.

These procedures are designed not only to detect violations of these Guidelines but also to ensure fairness to each Employee. Every effort will be made to maintain the dignity of Employees involved.

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

II. Notice to Employees:

Every current Employee will be provided a copy of these Guidelines and a copy of these Guidelines will be available from management for review or copying during regular business hours.

III. Prohibited Substances:

1. Prohibited Drugs: In accordance with these Guidelines and unless limited by applicable state law, testing will be conducted for the presence of the following substances or their metabolites:

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

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

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

IV. Current Employee Testing:

Post-Incident/Post-Accident Testing:

An Employee Incident is defined as an unplanned event which results in a minor, work-related injury or illness to an Employee not requiring treatment beyond first-aid.

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

For any Employee who is involved in an Employee Incident or an Employee Accident, Sodexo will conduct drug and alcohol testing.

All Employee Incidents and Accidents must be reported by the Sodexo unit manager or other designated person or manager within one hour of the event – unless there are circumstances that make reporting within 1 hour impractical or impossible – but no later than three hours of the event.

Post-Incident/Post-Accident drug testing should occur not later than 32 hours after the occurrence of an event meeting the above criteria. Alcohol testing should occur as soon after the event as practical, but no later than eight hours after the event has occurred. Employees are prohibited from using alcohol for at least eight hours after the event or until tested. Employees must report for testing within eight hours. If an Employee fails to do so, it will be deemed refusal to test, absent a reasonable explanation.

V. Collection of Samples/Lab Analysis:

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

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

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

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

VI. Alcohol Testing Procedures:

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

VII. Review and Notice of Rights:

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

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

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

If the result is reported to Sodexo as positive by the MRO, Sodexo will notify the Employee in writing of the following:

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

VIII. Consequences:

An Employee who unnecessarily delays the test process, submits an adulterated or substitute sample or attempts to do so, or who refuses to fully cooperate in the test process will be considered to have refused to submit to testing and will be terminated.

An Employee who tests positive for drugs or alcohol will be terminated.

In addition, Sodexo reserves the right to report the Employee's positive test result or refusal to submit to testing to state workers' compensation authorities, which might result in a denial or loss of workers compensation benefits under state law.

IX. Confidentiality:

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

X. Employee Assistance:

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

Drug/Alcohol Test Implementation Guidelines Acknowledgment

I acknowledge that I have received a copy of the Sodexo Drug/Alcohol Test Implementation Guidelines.

(Signature of Applicant/Employee)

(Date)

(Printed Name)