

**AGREEMENT**

**BY AND BETWEEN**

**SDH EDUCATION WEST, LLC,  
A SUBSIDIARY OF SODEXO INC.**

**AT**

**ADRIAN COLLEGE  
ADRIAN, MICHIGAN**

**AND**

**UNITE HERE, LOCAL 24  
AFL-CIO**

**EFFECTIVE DATES:**

**FROM: JULY 1, 2021**

**THROUGH: JUNE 30, 2024**

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## **AGREEMENT**

**THIS AGREEMENT** is made and entered into by and between SDH Education West, LLC, a subsidiary of Sodexo Inc. at Adrian College, Adrian, Michigan (hereinafter referred to as "the Company" or "the Employer") and UNITE HERE Local 24, AFL-CIO, and its International Union, (hereinafter referred to as "the Union").

**WITNESSETH:** In consideration of the mutual promises hereinafter set forth and in order to promote and maintain harmonious relations between the Company and the Union, the parties hereby agree as follows:

### **ARTICLE 1 – RECOGNITION**

The Company recognizes the Union as the sole representative of those classifications of employees as are set forth in "Appendix A" attached hereto and made a part hereof who are employed in the Company's food service operation at Adrian College, Adrian, Michigan, for the purpose of collective bargaining with respect to wages, hours and working conditions. Accordingly, no employee shall be compelled or allowed to enter into any individual contract or agreement with the Company in conflict with the terms of this Agreement. Excluded from the bargaining unit shall be employees in classifications not identified in Appendix A, managers, confidential and clerical employees, professional employees, catering employees, WOW 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 – PROBATIONARY PERIOD**

All new employees shall be employed on a ninety (90) calendar day trial basis, during which time such employee may be discharged by the Company without further recourse, provided, however, that there shall be no discrimination for Union activity. Upon completion of the ninety (90) calendar day trial period, such employees shall be placed on the regular seniority list, and their date of hire shall be their seniority date.

### **ARTICLE 3 – DEFINITION OF EMPLOYEES**

For purposes of this Agreement, the following categories of employees are defined as follows:

1. Regular Full-Time Employee – Persons working thirty (30) hours or more per week on a regularly scheduled and continuing basis.
2. Regular Part-Time Employee – Persons working less than thirty (30) hours per week on a regularly scheduled and continuing basis.
3. Temporary Employee – Persons employed for specific, limited period of time, not to exceed ninety (90) days in duration, on either a full-time or part-time basis. Temporary employees may be employed to fill in for regular employees absent due to leaves of absence or vacation. Temporary employees will not be used to erode the Bargaining Unit or to extend the probationary period of new employees.
4. Student Employees – Persons who are students enrolled in college or high school at and during the time of employment and who are regularly employed, as needed, on a part-time basis not to exceed twenty-four (24) hours a week.

## **ARTICLE 4 – UNION REPRESENTATION**

The Company recognizes the right of the employee to representation in grievance matters and the right of the Union to communicate effectively with its members. To that end, the Company agrees to recognize one (1) chief steward, and three (3) alternate stewards, further, that the business representative of the Union shall have the right to contact any individual employee while on duty, provided, that notice is given to the manager or supervisor in charge and such contacts do not interfere with the employees' work. In this connection, it is understood that both the Company and the Union will observe any rule or regulation which may be established by the Adrian College regarding the access to the premises.

## **ARTICLE 5 – 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.

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

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

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

Section 3. In the event that Section 1 may not be lawfully applied, all employees shall be informed by the Employer of the existence of this Agreement. The parties agree that the following Joint Statement shall be read or provided to employees at new employee orientation and posted in the workplace: "All employees of Sodexo at Adrian College are covered under a collective bargaining agreement between Sodexo and UNITE HERE. Sodexo is neutral on the subject of employees' decision to join or not join the Union."

Section 4. To simplify the Employer's and the Union's administration of this Section, the Employer shall upon the hiring of new employees provide each employee an application for union membership and dues check-off authorization form. The Employer shall remit the completed forms to the union monthly. All new employees shall be entitled to receive an unpaid fifteen (15)-minute orientation provided by the Union at the end of each new hire orientation session. The Employer will notify the Union Representative within forty-eight (48) hours of the start date of any new hire.

## **ARTICLE 6– DEDUCTION OF UNION DUES**

**Section 1.** The Employer agrees to deduct weekly, if the Employer's payroll system permits, from the wages of each employee who so authorizes such deduction, the amount of regular initiation fees and monthly Union dues as certified to the Employer by the Secretary/Treasurer of the Union. Except for the deduction of fees other than dues, the Employer will not deduct more than one (1) month's dues from any single paycheck, or more than two (2) months dues in any single month.

**Section 2.** The Employer shall remit each month to the Union, the amount of deductions made for that particular month including initiation fees, reinstatement fees, membership dues, and arrears, together with a list of employees with their social security numbers, hourly rate of pay, and arrearages per week/month, for whom such deductions have been made, and for those employees for whom no deductions were made a reason why. The list will indicate all official personnel actions that result in a change in status of bargaining unit members, including new hires, terminations, leaves of absence, and layoffs. The remittance shall be forwarded before 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, including doing so electronically if possible.

**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. Voluntary Political Deduction.** The Company shall deduct and transmit to the Treasurer of UNITE HERE TIP Campaign Committee the amount of contribution specified, at a flat dollar amount, for each payroll period or other designated period worked from the wages of those employees who voluntarily authorize such contribution at least seven (7) days prior to the next scheduled pay period, on the form provided for that purpose by the UNITE HERE TIP Campaign Committee. These transmittals shall occur no later than the twenty-fifth (25<sup>th</sup>) day of the following month, and shall be accompanied by a list setting forth as to each contributing employee his or her name, address, occupation, rate of PAC payroll deduction by the payroll or other designated period, and contribution amount. The parties acknowledge that the Company's costs of administration of this PAC payroll deduction have been taken into account by the parties in their negotiation of this Agreement and have been incorporated in the wage, salary and benefits provision of this Agreement. The Company shall send these transmittals and this list to: Treasurer, UNITE HERE TIP Campaign Committee, 275 Seventh Avenue, New York, NY 10001.

## **ARTICLE 7 – SENIORITY**

**Section 1.** Seniority is defined as the Employee's length of service with the Company in the bargaining unit covered by this Agreement. Seniority shall continue to accumulate while on the active payroll, and for the duration of any approved leave of absence, or while on layoff due to a reduction in force, for a period equal to the employee's length of service up to a maximum of one (1) year. An employee shall acquire the seniority rights defined in Section 1 when the employee has completed thirty-one (31) calendar days on the active payroll.

**Section 2.** Overall bargaining unit seniority within a classification shall govern with regard to choice of days off, available shifts, vacation selection (subject to the right of the Company to maintain qualified employees to do the necessary work) and the right to the maximum available straight-time hours of work. Seniority shall continue to accumulate while on the active payroll,

and for the duration of any approved leave of absence of two (2) years or less, or while on layoff due to a reduction in force for a period equal to the employee's seniority up to a maximum of one (1) year.

**Section 3.** In the event of a reduction of personnel in any classification, exclusive of temporary summer time lay-off, spring break or Christmas break, as outlined in Section 6 below, employees with the least bargaining unit seniority in such classification shall be laid off, provided that the senior employees have the present ability to efficiently perform the needed work. A laid off employee may elect upon layoff to exercise seniority to displace the employee with the least bargaining unit seniority in a lateral or lower-rated classification, provided they have the present ability to effectively perform the needed work. Any employee displaced as a result of this procedure shall be permitted similar bumping rights; however in no event shall employees be permitted to exercise this right beyond fourteen (14) calendar days from the first bump. In either event, they shall have recall rights only to this regular shift. The Company will provide local forms to be presented to the employee to confirm lay-off status. Employees who suffer a reduction in their regularly weekly scheduled hours of five percent (5%) or more shall be permitted to bump another employee's shift, on the basis of seniority, provided that they are qualified to perform the work and that such bumping is consistent with operational efficiency. It is understood that bargaining unit employees may pick up available student hours at any time.

**Section 4.** When permanent openings occur within a classification, notice of the opening shall be posted for a period of seven (7) calendar days before the job is permanently filled. The job posting shall contain a description of the job, the shift and schedule of days of work and the proposed rate of pay. It is understood that changing business conditions may require modifications to the posted job. It is understood that such vacancy can be filled during the interim without regard to seniority. Employees who have passed their probationary period may apply by signing the posting. At the conclusion of the bidding period the job will be filled by the most senior employee who has made written application for the job, provided that the employee is qualified and capable to perform the job. An employee awarded a job under this procedure will not be eligible to bid on another job for three (3) months unless there are no other bidders or by mutual agreement of the parties. A thirty (30) calendar day trial period shall be maintained, after which, the Company or employee may choose to return to their previous position. When permanent job openings occur during summertime layoff, spring or Christmas break, the Company shall mail notice of such opening to all laid off employees.

**Section 5.** Seniority and ranking lists will be maintained and posted on the bulletin board with a copy of same to the Union office. Whenever revisions are required, a new list will be posted and a copy sent to the Union office. If no objection is filed within thirty (30) calendar days of posting the seniority list, it shall be considered correct and final.

**Section 6.** In the event of summertime, Christmas break, and Spring break temporary lay-off, that procedure shall be in accordance with the rights of seniority. Senior employees in the bargaining unit will have the option to sign the posted weekly schedule of available hours within each classification. In the event that they choose not to exercise this option, the lowest seniority people will be required to work the posted hours. Said schedule will be posted by Monday of the week preceding any scheduled function or conference and must be signed by each employee no later than Wednesday of the posting week. It is to be understood that a call-in procedure may be necessary for last minute, unscheduled functions, giving option to high seniority people who are available. It is to be further understood that qualified employees will be used in each classification.

**Section 7.** For the purposes of clarification of this Agreement, overall seniority in any classification shall prevail in the distribution and level of all benefits as spelled out in this Agreement (such as: weeks of vacation, job bidding and choice of personal days). Overall seniority prevails in all circumstances with the exception of vacation selection, shift selection and reduction of work in a particular classification.

**Section 8.** Beginning with the 2018-19 academic year, and each academic year thereafter, employees that post into a position in July for the following academic school year will not have Article 7, section 4 available to exercise bumping rights or a trial period of the position awarded.

Job Descriptions and schedules will be provided to the Union at least fourteen (14) calendar days in advance.

## **ARTICLE 8 – GRIEVANCE PROCEDURE**

**Section 1.** The word "Grievance" as used in this Agreement is hereby defined to mean any difference of opinion or dispute between the Company and the Union and/or the employees regarding the interpretation or operation of any provision of this Agreement. All grievances as defined in the preceding sentence shall be resolved exclusively through the procedure set forth below and subject to the terms and conditions thereof.

**Section 2. [Step 1]** Any employee having a grievance shall, immediately after knowledge thereof, take up such grievance with the Manager of the department, and endeavor to reach an adjustment thereof. The employee may request the help of the chief steward, or, designated alternate in the event the Chief Steward is unavailable, if the employee so desires. If no mutually satisfactory adjustment is reached and the employee wants to proceed further, the grievance and settlement requested must be done in writing and submitted to the General Manager. At this step the General Manager may call in the aggrieved employee, and the chief steward, or designated alternate at the employee's request, and such employee or steward shall not suffer any loss of regular pay while attending such meeting. The Company shall not be required to consider any grievance (other than payroll errors), which is presented to management in writing more than ten (10) calendar days after the employee knew or should have known of the incident that gave rise to the grievance.

**Section 3.** In the event the employee fails to comply with the time limits set forth in Section 2, the employee shall waive the right to proceed any further with the grievance, and the grievance shall be considered settled on the basis of the manager's reply.

**Section 4. [Step 2]** If a satisfactory settlement is not reached in Section 2, the Union wants to proceed further with a grievance, the business agent of the Union or an officer of the Union will submit the grievance and settlement requested in writing to the General Manager as soon as possible, but in no event later than thirty (30) calendar days following the date of the grievance as originally submitted in Section 2. Any grievances concerning the discharge of an employee or any other issue involving a continuing back pay liability shall be submitted to the General Manager immediately after the meeting with the manager, as provided for in Section 2, and in no event shall the Company be required to consider a grievance of this type which is submitted later than ten (10) calendar days after the manager's reply to the Union.



**Section 5.** The General Manager or designee will communicate with the Union and reply in writing as soon as possible, but in no event later than thirty (30) calendar days following the date of the Union submission to the General Manager or designee.

**Section 6.** Should the Union fail to comply with the time limits set forth in Section 4, the grievance shall be considered settled on the basis of the Company's last position. Should the company fail to comply with the time limits set forth in Section 5, the grievance shall be automatically advanced to the next step.

**Section 7. [Step 3]** If the Company and the Union fail to agree, the Company District Manager, or their designee, will meet or otherwise communicate with the Union to resolve the dispute within ten (10) calendar days of the General Manager's written answer as provided for in Section 5 of this Article. Following this meeting, the Company's District Manager will provide the Union with a written response to the grievance within ten (10) calendar days of when the parties meet to discuss the grievance.

**[Step 4]** 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 through the Federal Mediation and Conciliation Service (FMCS). Such referrals shall occur within ten (10) calendar days after the union receives the written response from the District Manager. This process will be conducted under FMCS jurisdiction and guidelines.

The Union will, within ten (10) calendar days of the Company District Manager's written response, or the conclusion of grievance mediation, whichever is applicable, notify the Company of intent to arbitrate if it intends to do so. If the Union fails to comply with this time limit for advancing the grievance to arbitration, then the grievance shall be considered as settled on the basis of the Company District Manager's written response.

**Section 8.** Upon notice of intent to arbitrate, the Company and the Union will promptly enter into the selection of an arbitrator acceptable to both parties. In the event the parties are unable to agree, they shall jointly and promptly request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. Within ten (10) days following receipt of the list, the Company and the Union shall alternately strike one (1) name from the list until one (1) name remains. The party referring the grievance to arbitration shall strike the first name. Arbitration shall be scheduled as promptly as possible consistent with the arbitrator's schedule.

**Section 9.** The arbitrator shall confine his decision only to the interpretation and application of the present Agreement and in no event shall he add to or subtract from it.

**Section 10.** The decision of the arbitrator shall be final and binding upon both parties and any award made shall be put into effect promptly.

**Section 11.** The expense of arbitration shall be shared equally by the Company and the Union.

**Section 12.** 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 Union.

## **ARTICLE 9 – DISCIPLINE AND DISCHARGE / JUST CAUSE**

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

The Company will take any discipline action promptly after learning of the circumstances on which the discipline is based. In general, the Company 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 Company will give its reasons for such discipline and/or discharge to the employee and the Union Steward within seven calendar days of such disciplinary action.

**Section 2.** The parties recognize the principles and need for a method by which progressive discipline shall be provided. The Company will administer progressive discipline as follows:

1. First written warning.
2. Second written warning.
3. A final warning and disciplinary suspension of up to five (5) scheduled work days.
4. 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 Company 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 Company, 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. 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 10 – WAGE AND OVERTIME PAY**

**Section 1.** The classifications and hourly rates set forth in “Exhibit A” attached hereto shall be effective during the term of this Agreement.

**Section 2.** It is understood and agreed that these classifications are created only to establish an effective basis for the administration of wages and benefits provided in this Agreement, and that each employee is required to perform any safe duty assigned by the manager, subject to proper payment and the grievance procedure under the terms of this Agreement.

**Section 3.** The Company agrees to pay time and one-half the regular rate for all hours worked in excess of eight (8) hours per day and/or forty (40) hours per week. It is further agreed that an employee working a sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) consecutive day(s) shall receive time and one-half (1 ½) the regular rate of pay for all hours worked in the sixth (6<sup>th</sup>) and/or seventh (7<sup>th</sup>) consecutive day(s) regardless of the total number of hours worked in that seven (7) day period. The following exception to the above is noted: in the event that the sixth (6<sup>th</sup>) and/or seventh (7<sup>th</sup>) day is the result of an earlier call-in request, overtime will be paid on the earlier call-in day instead of the sixth (6<sup>th</sup>) and/or seventh (7<sup>th</sup>), if the hours worked on the call-in day are four (4) hours or less. If the call-in day is more than four (4) hours, overtime will be calculated according to the time worked on the sixth (6<sup>th</sup>) and/or seventh (7<sup>th</sup>) day.

It is understood and agreed that in the application of this Section, the Company shall pay only once for any hours worked, and that there shall be no duplication or pyramiding of overtime pay.

No employee shall be scheduled for less than four (4) hours per day. Employees who voluntarily leave work prior to the four (4) hour minimum shall forfeit this guarantee. It is understood that the Company may require the employee to work outside of their classification in order to provide a full four (4) hour shift.

Paid time off hours paid to employees as provided for under this Agreement (that is, holidays, vacation, funeral leave, jury duty) shall not count as hours worked for purposes of determining eligibility for overtime pay as provided for in this Section.

**Section 4.** Employees assigned temporarily to work in a higher-rated classification shall receive either the rate of the higher-rated classification, or in the event that the employee's permanent rate is greater than the rate of the higher-rated classification, their pay shall be calculated based upon the difference of the starting rate of pay between the two classifications (i.e. the classification they are in, and the higher classification they are temporarily working in) as outlined in Section 1, of Appendix A, provided that the assignment is for two (2) or more hours on the same day. It is further agreed that no employee's rate shall be reduced as a result of being temporarily assigned to a lower classification if such assignment is at management's request and if work would otherwise have been available in the employee's own classification.

**Section 5.** If there is no work available after an employee has been called to work or permitted to come to work without having been properly notified that there will be no work, employee shall receive a minimum of four (4) hours work or pay at the regular rate, except in case of a labor dispute or other conditions beyond the control of local management.

**Section 6.** If additional classifications are required as a result of the development of new jobs during the term of this Agreement, the Company and the Union will meet to negotiate such additional classifications and appropriate wage rates therefore. It is understood that any new

rate agreed upon shall be retroactive to the date when the job was first established. Should the Company and the union fail to agree on new classifications or rates under this Section, the matter will be referred to the grievance procedure.

**Section 7.** The wage rates set herein are regarded as minimum wages and nothing shall be construed to prevent a superior worker from receiving a higher rate. The Union shall be advised of any merit increases under this provision.

**Section 8.** Employees transferring to a higher-rated classification on a permanent basis shall receive a minimum of a twenty-five cents (\$0.25) per hour wage increase, or the difference of the starting rate of pay between the two classifications (i.e. the classification they are in, and the higher classification they are transferring to) as outlined in Section 1, of Appendix A, whichever is greater.

An employee who bids on and accepts, or bumps into a lower paying job shall be paid the rate corresponding to the job accepted or, if receiving a "red-circled" rate of pay, will have their pay reduced by the difference in the contract of pay between the classification they have been in, and the lower-rated classification that they bid into.

**Section 9. Paycheck.** Wages shall be paid by check, direct deposit or electronic money card, as determined by the employer, subject to applicable law.

## **ARTICLE 11 – HOURS OF WORK**

**Section 1.** The standard work day shall consist of eight (8) hours and the standard work week shall consist of forty (40) hours. Such standard work day or work week shall be used solely as a basis for computing overtime pay and not to be construed as a guarantee of any minimum or maximum number of hours per day or per week. The Company's normal scheduling process will provide a paid forty (40) hour work week to as many of the employees covered under this Agreement as possible. Preference will be given to employees having the highest bargaining unit seniority within classification, provided that those employees meet the necessary standards of qualification and are capable of performing the work available. Such scheduling will be consistent with operation efficiency, including minimizing the scheduling and payment of overtime, and will not be subject to alteration except as deemed necessary and approved by Management. Once a schedule is posted, it shall not be changed to avoid payment of overtime or holiday pay. Affected employees shall be given as much notice as possible of any changes to the posted schedule, but in no event less than twenty four (24) hours. The Company shall make every effort not to schedule split shifts; however, employees may opt to work a split shift to maximize their hours. Employees who are scheduled to work a split shift shall receive a premium of ten dollars (\$10.00) per day.

The Employer will have no less than thirty (30) Monday-Friday positions scheduled each Fall Semester and no less than twenty-eight (28) Monday-Friday positions each Spring Semester.

Should the number of bargaining unit positions increase or decrease by 10%, the Employer and Union will meet and discuss the number of Monday-Friday positions.

### **Section 2.**

The Employer has the right to offer/require employees to work extra hours/overtime as may be necessary to meet operating requirements. In the event extra hours/overtime is offered/required, the Operations Manager or his designee shall use the volunteer procedures below, by location, 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 hours, the Employer is free to fill the position from any available source.

For additional overtime hours that are posted in advance, the Employer will consider overall seniority if qualified when selecting the employees that sign-up.

**Section 3.** Employees will be allowed one paid fifteen (15) minute rest period for each four (4) hours worked. Breaks may be taken during the four (4) hours of work and shall be scheduled by management consistent with operating efficiency.

**Section 4.** An allowance of thirty (30) minutes on the employee's time shall be allowed for each day worked for meal periods. If an employee is not effectively released for such periods, any time less than thirty (30) minutes shall be considered as time worked. Meal periods will be scheduled by management consistent with operating efficiency.

**Section 5.** Students shall be employed on a part-time basis to supplement the Unit work force as the Company determines necessary to meet production and service demands but shall not be permanently employed on a full-time basis to cause the elimination of bargaining unit positions. Further, students will be employed wherever possible, on a part-time basis, to provide employment to those students on financial aid programs, provided that such employment does not cause a reduction in the bargaining unit work force.

## **ARTICLE 12 – HOLIDAYS**

**Section 1.** During the term of this Agreement, the following holidays with pay shall be granted to all employees who meet the requirement outlined in Section 2 below:

New Year's Day	Thanksgiving Day
Easter	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day (July 4 <sup>th</sup> )	Two (2) personal days each year
Labor Day	

Any employee who is scheduled to work on Good Friday shall be guaranteed four (4) hours pay or four (4) hours work. Part-time employees shall be guaranteed two (2) hours pay or two (2) hours work. During the term of this Agreement, three (3) personal days per year without pay shall be granted to all employees who meet the requirements outlined in Section 5 below. When an employee is granted a personal day that coincides with their regular day(s) off, such employee shall not be required to work catering events on their regular day(s) off.

**Section 2.** To qualify for holiday pay, an employee must have completed the probationary period, and must have worked the last scheduled day prior to and the first scheduled day following such holiday, unless excused by the Company, and must have performed work within seven (7) days of the holiday except as specifically provided in Section 6 of this Article. It is further agreed that employees who are scheduled to work on a holiday and fail to do so, shall not qualify for holiday pay, unless reasonably excused.

**Section 3.** On holidays not worked, employees shall receive their average daily rate for the week in which the holiday falls. Employees regularly scheduled less than five (5) days per week shall receive holiday pay for holidays not worked equal to one-fifth (1/5<sup>th</sup>) of the actual number of hours worked during the week in which the holiday falls.

**Section 4.** On holidays worked Sunday through Saturday, those employees shall receive their holiday pay plus their regular rate for all hours worked on that day.

**Section 5.** Employees may schedule personal days by submitting a written request to the Company. Such requests shall be approved unless business conditions do not permit in which case the employee and the Company will arrive at a mutually agreeable date. In cases where one or more employee requests the same date, seniority will apply. Request for personal days should normally be submitted one (1) week in advance in order that management can better respond to the request(s). Approval or denial of personal day requests shall be communicated to the employee by the scheduling manager within twenty-four (24) hours of making the request. There shall be no accumulation of personal days from year to year. Employees who have unused personal days at the end of the academic year, shall be paid out for those unused days.

**Section 6.** Employees who have cleared their probationary period and have worked as scheduled prior to and following the holiday periods, shall receive Christmas Day, New Year's Day, Memorial Day and Independence Day holiday pay. The requirement in Section 2 above that the employee must have performed work within seven (7) days of the holiday will not apply to an employee who would not meet such requirement with respect to Christmas Day, New Year's Day, Memorial Day, and Independence Day, solely because of layoff by the Company for the Christmas or Summer break period.

## **ARTICLE 13 – VACATIONS**

**Section 1.** All employees shall be eligible to accrue vacation hours. Vacation hours are accrued during one (1) year and become available for use (earned or vested) as of July 1<sup>st</sup> of the following year. All employees, regardless of their anniversary date, will accrue vacation hours between June 30<sup>th</sup> and July 1<sup>st</sup> of the following year.

Vacation shall be determined based on length of service as follows:

1. During the first through 12<sup>th</sup> months of service, the employee shall accrue vacation with pay at a rate of .0323 hours of vacation per hour paid up to a maximum of 40 hours. The vacation may be taken in the following calendar year.
2. During the 3<sup>rd</sup> through 7<sup>th</sup> years of service, the employee shall accrue vacation with pay at a rate of .0645 hours of vacation per hour paid up to a maximum of 80 hours. The vacation may be taken in the following calendar year.

3. During the 8<sup>th</sup> through 13<sup>th</sup> years of service, the employee shall accrue vacation with pay at a rate of .0968 hours of vacation per hour paid up to a maximum of 120 hours. The vacation may be taken in the following calendar year.
4. During the 14<sup>th</sup> through 18<sup>th</sup> years of service, the employee shall accrue vacation with pay at a rate of .1290 hours of vacation per hour paid up to a maximum of 160 hours. The vacation may be taken in the following calendar year.
5. During the 19<sup>th</sup> through 23<sup>rd</sup> years of service, the employee shall accrue vacation with pay at a rate of .1613 hours of vacation per hour paid up to a maximum of 200 hours. The vacation may be taken in the following calendar year.
6. During the 24<sup>th</sup> year, and each subsequent year, the employee shall accrue vacation with pay at a rate of .1935 hours of vacation per hour paid up to a maximum of 240 hours. The vacation may be taken in the following calendar year.

**Section 2.** Vacation pay shall be based on the employee's earned vacation hours and regular hourly rate of pay at the time of their vacation.

**Section 3.** Employees whose employment terminates shall be paid all vacation earned in the prior vacation year not yet taken, and all accrued time that has not yet vested.

**Section 4.** Employees shall be scheduled on vacation according to the preference of employees on a seniority basis and the operating efficiencies of the unit. Employees will not be permitted to receive vacation pay during the school year except under the following circumstances, subject to management approval, and such requests shall not be unreasonably denied:

- Family emergencies.
- Family vacations that have been planned.
- When the operation is in recess.

Vacations must be taken within one (1) year of the employee receiving their allocation (July 1<sup>st</sup>). Vacation may be taken one (1) day at a time or outside of the regular vacation period, at the discretion of management, and shall not be unreasonably denied.

**Section 5.** Employees shall be permitted to use vacation days in order to be paid when the campus is closed due to inclement weather.

**Section 6.** On or shortly after July 1<sup>st</sup>, the Employer shall provide to the employee a report showing the employee's available vacation days for the next year.

**Section 7.** 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 8.** Employees shall be paid their vacation pay prior to leaving on vacation provided their vacation is scheduled at least two (2) weeks in advance. In order to maintain compliance with the Company's payroll system, all earned but unused vacation pay will be paid out by June 30<sup>th</sup> of each year. In the event the Company requires employees to take the vacation time off in June, such employees will be paid out at the rate of pay in effect at the time they take vacation

time off. In those years that an employee becomes eligible for an additional week of vacation, as set forth in Section 1 above, the additional week of vacation will be available to the employee after their anniversary date.

**Section 9.** 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 facilitates the automation process.

## **ARTICLE 14 – LEAVE OF ABSENCE**

**Section 1. Personal Leave.** Employees who have been employed for at least one (1) year, may be granted a personal leave of absence of up to thirty (30) days for serious personal reasons upon written application by the employee and approval by the Company. An extension of up to thirty (30) days may be granted upon the approval of the Company. However, the Company shall not be required to grant more than one (1) extension.

**Section 2. Medical Leave.** In cases of proven disability, employee will be granted a medical leave of absence. Certification of the disability by an approved medical source will be required prior to the medical leave of absence being granted. The leave will be granted for a specific time period. Employees shall not be required to take earned vacation on leaves of absence of thirty (30) days or less. Should the disability require additional time off beyond the stated date of return to work, an extension may be granted by the Company upon presentation of certification of disability by an approved medical source. The Employer agrees to comply with all applicable provisions of the Family and Medical Leave Act of 1993.

Employees returning from a medical leave of absence of ninety (90) days or less shall be returned to the same position and shift they held prior to taking the leave of absence. Employees returning from a leave of absence of more than ninety (90) days but less than one (1) year shall be returned to his/her same job, if it is available, or to an equivalent job with equivalent pay, benefits and other working conditions. Employees returning from a leave of absence of more than one (1) year but less than two (2) years shall be returned to the first available position for which they are qualified. Employees shall continue to accrue seniority while on a certified medical leave. Employees on leave of absence for more than two (2) years shall lose all seniority rights.

**Section 3. Military Leave.** Military leave of absence will be granted in accordance with the requirements of statutes governing such matters.

**Section 4.** Upon the granting of a leave of absence under the provisions of this Article, employees will inform the Employer, in writing, of the date they will return to work. Failure to return to work on the return to work date, or make arrangements for an extension by one week before the return to work date shall terminate the employee's reinstatement rights.

**Section 5. Funeral Leave.** All employees, upon their request, may take time off upon the death of an immediate family member. Employees with six (6) months or more service will be granted up to three (3) days off without loss of regular earnings, provided that such leave would otherwise result in loss of earning if this provision was not in effect. Payment under this provision shall be in the amount the employees would have earned by working their normal straight time hours. "Immediate family", for purposes of granted paid leave, shall be defined as employee's spouse, children, parents, brothers, sisters, brother-in-law, sister-in-law, the



employee's spouse parents, grandparents, grandchildren, current step-parents, current step-children, current step-brothers, and current step-sisters. Additional time off may be granted under Article 7, Section 1. Employees, who are on vacation, on their days off, off sick, layoff, etc., shall not be eligible for benefits under this clause.

**Section 6.** In the event a leave of absence is granted under Section 1, 2 or 3, the Company will notify the Union in writing on a mutually agreed form of such leave of absence as needed for the Union to exercise its responsibility regarding the administration of its insurance program.

**Section 7. Jury Duty.** All regular full time and regular part time employees who receive notification of pending Jury service are encouraged by the Company to respond to this civic duty. If an employee is selected and required to perform such service, the Company does not want him or her to suffer financially.

In the event that such jury duty involves missing all or any part of a scheduled shift, the Company will pay employees at their regular rate of pay for the hours that they miss for the period of required jury service. Whenever possible, employees are expected to perform their regular job when not required to be at the courthouse.

For each week of jury service, employees entitled to reimbursement must submit to their supervisor a statement of jury pay received for that period.

Employees subpoenaed to testify in court shall be entitled to one (1) day of unpaid leave under this provision. Such leave shall be considered excused for attendance purposes.

**Section 8. Union Leave.** The Company agrees to grant up to thirty (30) days leave per year, without loss of seniority rights and without pay, to up to two (2) employees designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided two (2) weeks written notice is given to the Company by the Union, specifying length of time off. The Union agrees that in making its request for time off for Union activities due consideration shall be given to the number of employees affected in order that there shall be no disruption of the Company's operations due to lack of available employees.

## **ARTICLE 15 – INSURANCE**

**Section 1. Trust Language.** The Employer agrees to contribute for each employee covered by this Agreement to UNITE HERE HEALTH ("Fund") for the purpose of providing health and welfare benefits under the UNITE HERE HEALTH Food Service Plan Unit II ("FSP II"), or such new, merged or consolidated plan units as may be adopted by the Trustees. Said contributions shall be submitted electronically together with an electronic report of the employee data required by the Fund in the format prescribed by the Fund, no later than the fifteenth (15<sup>th</sup>) day of the month preceding the month of coverage.

In addition to providing the monthly report and payment set forth above, the Employer must report to the Fund, by no later than 10:00 a.m. on the last business day of the month, any changes in the status of an employee that may affect that employee's coverage (for example, terminations, layoffs, new hires and newly eligible). Since the Fund generally cannot rescind coverage, if the Employer fails to timely report a change that would otherwise terminate coverage, the Employer must pay the entire contribution for that employee (including any co-premium normally paid by the employee) for each additional month until the status change is

reported to the Fund. If the Employer timely reports a change that would otherwise terminate coverage, the Employer will receive a credit for any applicable monthly payment submitted during the month of change.

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

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

**Section 2. General Provisions:**

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

The Employer will begin making contributions to the Fund for eligible employees upon the earlier of:

- a) the first of the month following two (2) months of employment; or
- b) completion of one thousand and twenty (1,020) hours of service.

**Section 3. Medical Insurance**

**(a) Employer contributions.** The Employer shall contribute the monthly sums stated below for all eligible employees who elect Medical coverage under the UNITE HERE Health Fund Food Service Plan II “Gold+” PPO:

<u>Effective Date</u>	<u>Single</u>	<u>Single + Spouse</u>	<u>Single + Child(ren)</u>	<u>Family</u>
1/1/2021	\$674.88	\$1,439.34	\$1,125.74	\$1,999.10
1/1/2022	\$685.00	\$1,460.93	\$1,142.62	\$2,029.09
1/1/2023	\$685.00	\$1,460.93	\$1,142.62	\$2,029.09
1/1/2024	TBD	TBD	TBD	TBD

**Effective January 1, 2024**, through the expiration of this Agreement, the Employer agrees to contribute the contribution rates necessary, as determined by the Fund, to sustain benefits. The parties agree and understand that, if the appropriate welfare contribution rates are not paid, the Trustees of the Fund may eliminate benefits to otherwise eligible participants and terminate the Employer’s participation pursuant to the Fund’s Minimum Standards.

**(b) Employee Co-premium:**

The Employer will deduct 20% of the cost of the monthly premium for single coverage from employees' paychecks on a weekly basis; and the Employer will deduct 20% of the cost of the monthly premium for single + spouse, single + child(ren), and family coverage from employees' paychecks on a weekly basis.

The employee share of the premium will be deducted each week through payroll deduction. The employee's weekly deduction will be calculated based on the total annual amount owed by the employee divided by fifty-two (52).

Employees laid off during seasonal layoff periods of Christmas break and Spring break will have the employee weekly deductions for those periods deducted from their paychecks after they return to work.

Employees laid off for the summer will be required to make arrangements with the Employer prior to the end of the academic year in May as to how they will pay their share of the premium during the summer layoff months. Employees who fail to timely pay their share of the premium during the summer layoff months in accordance with the arrangements they made with the Employer prior to the end of the academic year in May, will have their medical insurance coverage cancelled.

The Employer will submit the entire contribution to the Fund on a monthly basis on behalf of all eligible employees who have paid their portion of the contribution.

**(c) Election, Enrollment and Waiver:**

The parties agree that employees cannot waive coverage in exchange for wages or some other type of benefit.

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

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

**(d) Credit Union.**

Employees may have weekly deductions made into Sodexo's credit union or other credit union. Employees may withdraw the deductions they have made into the credit union during the academic year in order to pay for the medical insurance premiums for the summer months when they are on layoff.

**Section 4. Life Insurance, AD&D, Short-term Disability, Vision, and Dental Insurance.**

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

- a) Life Insurance, AD&D and Short-term Disability. The Employer shall pay one hundred percent (100%) of the monthly sums stated below for Life Insurance (\$10,000) and AD&D (\$10,000), and Short-Term Disability (1-8-26, \$200 weekly benefit) for all eligible employees during the entire calendar year.

Life Insurance and AD&D benefits

<u>Effective</u>	<u>Rate</u>
1/1/2021	\$1.90
1/1/2022	\$1.90
1/1/2023	\$1.90
1/1/2024	TBD

Short-Term Disability (STD) Insurance

<u>Effective</u>	<u>Rate</u>
1/1/2021	\$13.10
1/1/2022	\$9.83
1/1/2023	\$9.83
1/1/2024	TBD

- b) Basic Vision and Dental HMO (Cigna) Insurance. The Employer will pay one hundred percent (100%) of the monthly sum stated below for single coverage for Basic Vision insurance and one hundred percent (100%) of the monthly sum stated below for single coverage for Dental HMO (Cigna) Insurance for all eligible employees during the entire calendar year.

Employee co-premium. An employee may elect single + spouse, single + children or family coverage for either Vision and/or Dental insurance. If an employee elects any of these coverages, then the employee will pay the difference between the monthly premium for the coverage elected and the monthly premium for single coverage. The Employer will submit the entire monthly contribution.

Basic Vision

<u>Effective Date</u>	<u>Single</u>	<u>Single + Spouse</u>	<u>Single + Child(ren)</u>	<u>Family</u>
1/1/2021	\$3.29	\$7.03	\$5.49	\$9.76
1/1/2022	\$3.34	\$7.13	\$5.58	\$9.90
1/1/2023	\$3.34	\$7.13	\$5.58	\$9.90
1/1/2024	TBD	TBD	TBD	TBD

Dental HMO Insurance – (CIGNA HMO)

<u>Effective Date</u>	<u>Single</u>	<u>Single + Spouse</u>	<u>Single + Child(ren)</u>	<u>Family</u>
1/1/2021	\$15.45	\$38.13	\$36.81	\$52.97
1/1/2022	\$15.68	\$38.70	\$37.36	\$53.77
1/1/2023	\$15.68	\$38.70	\$37.36	\$53.77
1/1/2024	TBD	TBD	TBD	TBD

- c) Vision Plus (VSP) and Dental PPO (Cigna) Insurance. The Employer will make available to employees the option of the Vision Plus (VSP) and Dental PPO Insurance at no additional cost to the Employer. The Employer will pay the same contribution dollar amount as identified in Section b) above of the monthly sum stated below for single coverage for Vision Plus (VSP) and Dental PPO (Cigna) Insurance for all eligible employees during the entire calendar year. If an employee elects any of these coverages, then the employee will pay the difference between the monthly premium for the coverage elected and the monthly premium for single coverage as shown for Section b) above. The Employer will submit the entire monthly contribution.

Employee co-premium. An employee may also elect single + spouse, single + children or family coverage for either Vision Plus and/or Dental PPO insurance at no additional cost to the Employer. If an employee elects any of these coverages, then the employee will pay the difference between the monthly premium for the coverage elected and the monthly premium for single coverage. The Employer will submit the entire monthly contribution. For example, if an employee elects Single + Spouse for the Vision Plus (VSP) on 1/1/2022, the Employer shall contribute \$3.34 towards the cost of the premium and the employee shall be responsible for the difference.

Vision Plus (VSP)

<u>Effective Date</u>	<u>Single</u>	<u>Single + Spouse</u>	<u>Single + Child(ren)</u>	<u>Family</u>
1/1/2021	\$6.86	\$12.46	\$13.07	\$20.18
1/1/2022	\$6.97	\$12.65	\$13.27	\$20.48
1/1/2023	\$6.97	\$12.65	\$13.27	\$20.48
1/1/2024	TBD	TBD	TBD	TBD

Dental PPO Insurance – (CIGNA HMO)

<u>Effective Date</u>	<u>Single</u>	<u>Single + Spouse</u>	<u>Single + Child(ren)</u>	<u>Family</u>
1/1/2021	\$32.30	\$79.70	\$76.96	\$110.73
1/1/2022	\$32.78	\$80.90	\$78.11	\$112.39
1/1/2023	\$32.78	\$80.90	\$78.11	\$112.39
1/1/2024	TBD	TBD	TBD	TBD

**Section 5. Mandatory Health Care Meetings**

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

- a) The Employer will call a mandatory employee meeting within ninety (90) days of the signing of this agreement or signing a future CBA, or at a later time by mutual agreement with the Union;

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

## **ARTICLE 16 – MANAGEMENT RIGHTS**

Except as specifically set forth by the Agreement, the Company shall retain discretion over the following decisions and matters:

1. Management of the facilities.
2. Determination of all matters concerning management policy, operations, facilities and location.
3. Management of all personnel including without limitation, the following rights: to hire, promote, transfer, demote, lay-off, discipline, suspend, discharge and to increase or decrease the number of personnel as necessary.
4. Determination of levels of abilities and skills through prior experience on the job training and/or formal training. Subsequent placement of personnel within appropriate class will be in accordance with proper bidding and seniority provisions.

The Company shall be the exclusive judge of matters pertaining to:

1. The service it renders and the products it produces.
2. The functions of management, including by way of illustration, but not limited to, the following rights: determining methods, processes, means and materials necessary for service and production, determining all schedules and standards of production.

The Company shall have the right to conduct and maintain its business and production operations as in the past and prior to the execution of this Agreement with the Union. It shall also have the right to study and use other methods of production, maintenance, equipment, and outside assistance.

Except as expressly limited in this Agreement, the Company reserves all of its inherent and customary rights to manage the business. Its judgment in these respects shall not be subject to challenge. Where this Agreement specifically sets forth limits or standards for the exercise of specific management rights, disagreements with respect of the action taken under such limits or standards shall be subject to the grievance procedure.

## **ARTICLE 17 – NO STRIKE/NO LOCKOUT**

The parties, including the individual members of the Union, acknowledge that continuous and uninterrupted service to customers by the Company and orderly collective bargaining relations between the Company and the Union to secure prompt and fair disposition of grievances are essential considerations for this Agreement. The grievance and arbitration procedures set forth in this agreement shall be and are the exclusive method of resolving any dispute, controversy, disagreement, complaint or grievance, and the Union and its members acknowledge and agree unequivocally that there shall be no right to strike for any reason during the term of this Agreement. The Union and its members, individually and collectively, agree that during the term of this Agreement neither it nor its officers, agents, representatives, stewards, committeemen, or its members will for any reason, directly or indirectly, call, sanction, encourage, honor, or take part in any strike, walkout, slowdown, work stoppage, sympathy activity, limitation of service, boycott, picketing or any other curtailment or restriction of work or interfere with the peaceful and normal operations of the Company or service to its customers, or interfere with work in or about or access to the Company's operations, buildings, property, or premises, wherever located. Any employee who violates the provisions of this section may be discharged forthwith.

The Company will not lock out its employees during the term of this Agreement; this does not affect the Company's right to lay off employees in its business judgment. It is expressly understood that this section shall not apply with respect to negotiations after the termination date of this Agreement.

## **ARTICLE 18 – NON-DISCRIMINATION**

**Section 1.** The Company and the Union agree that neither of them will discriminate against or harass any of the Company'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 Company and the Union also agree that neither of them will retaliate against any of the Company's employees who complain of discrimination or harassment or who participate in an investigation regarding discrimination or harassment.

The Company 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 Company'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 Company with the respect to job duties or any other term or condition of employment shall not in any way become applicable to any other individual, class or group of employees, but shall apply only to the person or persons accommodated in the particular situation. The fact that such person or persons was accommodated, and the manner and method of such accommodation, shall be without precedent and, therefore, may not be used or relied upon by any person for any purpose at any time in the future.

## **ARTICLE 19 – GENERAL PROVISIONS**

**Section 1.** During the term of this Agreement, the Company shall have the right to require medical examinations, for cause, by licensed physicians for employees on the active payroll at no cost to the employee.

**Section 2.** Bulletin Boards will be maintained by the Chief Steward and/or designated Alternate Steward. The Company will not remove any official notices.

**Section 3.** The parties agree that the Company, in the interest of maintaining continuous food service, may require its employees to consume their meals on the premises, at such time and such places and in such manner as the Company deems necessary for its convenience, on the basis of one (1) meal of standard quality for each meal period worked.

**Section 4.** In special instances, where production places an excessive demand on regularly scheduled bargaining unit employees, or in the case of the absence of regular bargaining unit employees, full and/or part time bargaining unit employees will receive first consideration for any additional time required. If further assistance is needed, skilled non-bargaining unit personnel may be used. Any overtime will be offered first to bargaining unit personnel.

Conversely, in special function situations where all non-bargaining unit personnel are fully utilized, additional time may be offered to bargaining unit personnel. Any overtime will be offered first to non-bargaining unit personnel.

**Section 5.** Consistent with the Company’s mission to provide the highest quality of service to its customers, supervisors and other non-bargaining unit personnel may perform work done by employees when not engaged in supervision. It is understood that supervisors will not abuse this privilege and that this right shall not be used to displace members of the bargaining unit, deprive them of work or overtime, but shall be afforded supervisory personnel for the purpose of meeting the need of the customer and/or for the efficient operation of the Company’s business. In addition, this provision shall not be construed to prohibit supervisors or other non-bargaining unit employees from doing any of the following types of work: employee instruction or training; work to improve quality, experimental work or work of a technical nature; occasional relief of employees and occasional relief of employees and occasional assistance of employees; work required because of emergency conditions which are beyond the control of management; and



when necessary because of the absence or tardiness of employees and no qualified employees are available.

**Section 6.** The Employer will pay two (2) hours of pay at the straight time rate for employees to attend and complete the Food Handling Training course every two (2) years.

## **ARTICLE 20 – 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.

**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 will provide Regular Full-time Employees with an initial allotment of five (5) sets of uniforms (three (3) sets for Regular Part-time) for each new hire. The Employer will replace on an as needed basis uniforms that are worn out or that no longer fit.

**Section 6.** The uniform consists of:

- Shirt, Pants, Hair Restraint, and Apron
- The Employer will reimburse employees for up to forty-five dollars (\$45.00) per academic year towards the purchase of safety shoes purchased through one of the Employer's approved shoe vendors.

## **ARTICLE 21 – SEPARABILITY**

If any Article or Section of this Agreement is found to be invalid by operation of law or any tribunal of competent jurisdiction, during the life of this Agreement, then that Article or Section shall be null and void, however, all unaffected parts of the Agreement shall remain in full force and effect.

## **ARTICLE 22 – PENSION**

**Section 1.** The Employer agrees to contribute for each employee covered by this Agreement, the sum as stated herein to the Unite Here Retirement Fund for the purpose of providing retirement benefits under the Unite Here Retirement Fund, or such new merged or consolidated plan as may be adopted by the Trustees. Said contributions shall be submitted monthly, together with a report of the employee data required by the Trust Fund, on the format described by the Trust Fund, no later than the fifteenth (15<sup>th</sup>) day of the month following the month for which contributions are to be made.

**Section 2.** Based on the terms of the Unite Here Retirement Fund rehabilitation plan issued by the trustees on April 30, 2010, the Employer is required to increase its contributions by six point

four percent (6.4%) per year over and above the current straight-time hour contribution rate provided for in the foregoing section, in order to provide additional funds to the UHRF in order to pay down the UHRF's unfunded liability in accordance with the provisions of the Pension Protection Act (PPA). Therefore, the Employer will increase its straight-time hourly pension contribution amount for this purpose only as follows:

- Effective June 1, 2010 - total contribution of \$1.34 per straight-time hour
- Effective June 1, 2011 - total contribution of \$1.53 per straight-time hour
- Effective June 1, 2012 - total contribution of \$1.69 per straight-time hour
- Effective June 1, 2013 – total contribution of \$1.86 per straight-time hour
- Effective June 1, 2014 – total contribution of \$2.05 per straight-time hour

Based on the terms of the Unite Here Retirement Fund's revised rehabilitation plan issued by the trustees on April 27, 2015, the Employer is required to increase its contributions by four point five six percent (4.56%) per year (a reduction from previous 6.4% yearly increase) beginning June 1, 2015 in order to provide additional funds to the UHRF in order to pay down the UHRF's unfunded liability in accordance with the Pension Protection Act (PPA). Therefore, the Employer will increase its straight-time hourly pension contribution amount for this purpose only as follows:

- Effective June 1, 2015 – total contribution of \$2.18 per straight-time hour
- Effective June 1, 2016 – total contribution of \$2.28 per straight-time hour
- Effective June 1, 2017 – total contribution of \$2.39 per straight-time hour
- Effective June 1, 2018 – total contribution of \$2.49 per straight-time hour
- Effective June 1, 2019 – total contribution of \$2.61 per straight-time hour
- Effective June 1, 2020 – total contribution of \$2.73 per straight-time hour
- Effective June 1, 2021 – total contribution of \$3.05 per straight-time hour\*
- Effective June 1, 2022 – total contribution of \$3.18 per straight-time hour\*
- Effective June 1, 2023 – total contribution of \$3.32 per straight-time hour\*

\*Rates are inclusive of the additional \$0.20 per hour pursuant to the amended Rehabilitation Plan

**Section 3.** The Employer and the Union agree to be bound by the Agreement and Declaration of Trust of the said Unite Here Retirement Fund, as may, from to time to time, be amended, and they do hereby irrevocably designate as their respective representative on the Board of Trustees, such Trustees named in said Agreement and Declaration of Trust as Employer and Union Trustees, together with their successors selected as provided therein, and agree to abide and be bound by all procedures established and actions taken by the Trustees pursuant to said Trust Agreement. Any provision in this Agreement that is inconsistent with the Agreement and Declaration of Trust, or the Plan of Benefits, rules, or procedures established by the Trustees, shall be null and void.

The Company shall commence contributions after an employee has been employed or re-employed for ninety (90) calendar days.

## **ARTICLE 23 – 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. 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 24 – TOTAL AGREEMENT**

The provisions of this Agreement supersede any prior practices, agreements, understandings, oral or written, express or implied, and shall govern the entire relationship between the parties and shall be the sole source of any and all rights or claims which may be asserted in arbitration, or otherwise.

The provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing signed by the parties, except that on expiration or termination of this Agreement all terms and provisions thereof, will terminate.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Company and the Union, for the term of this Agreement, each waives the right to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject may not have been within the knowledge of either of the parties at the time that they negotiated this Agreement.

## **ARTICLE 25 – 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 Employer 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 Employer will give the Union seven (7) calendar days' notice of the proposed position and modifications. If the Union objects to the assignment for good cause, the Employer will delay implementation of the proposed assignment for up to seven (7) calendar 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 Employer 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.

(This information is provided for informational purposes only, it being understood that neither the Union nor the Employer controls the grant or denial of workers' compensation benefits.)

**Section 4.** Nothing herein shall be deemed to require the Employer 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 Employer and the Union.

**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.

**Section 6.** Should an employee return to work as part of the Temporary Transitional Duty Program, it shall not result in the reduction of hours or scope of work done by the existing bargaining unit.

## **ARTICLE 26 – 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 27 – TERMINATION

THIS AGREEMENT shall continue in full force and effect from July 1, 2021 through June 30, 2024 and from year to year thereafter unless either party shall give notice to the other party sixty (60) days before the expiration date of its intention to amend, modify, or terminate this Agreement. The other party will, within thirty (30) days, reply either accepting, rejecting, or scheduling a meeting for the purpose of negotiating the proposals.

### SIGNED ON BEHALF OF:

SDH Education West, LLC  
A subsidiary of Sodexo Inc. at  
Adrian College  
Adrian, Michigan



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Mark Combs  
Sr. Director, Labor Relations

Nov 12, 2021

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Date



Donna M Picklesimer (Nov 15, 2021 10:24 EST)

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Donna Picklesimer  
District Manager

### SIGNED ON BEHALF OF:

UNITE HERE Local 24,  
AFL-CIO



Heidi G. Hughes (Nov 15, 2021 11:57 EST)

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Heidi G. Hughes  
IU Organizing Director

Nov 15, 2021

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Date

## APPENDIX “A” – CLASSIFICATIONS AND WAGES

**Section 1.** Classifications starting rates shall be as follows effective with the start of the payroll period following ratification:

Classification	Effective start of payroll period following ratification (10/15/2021)	Effective 7/1/22	Effective 7/1/23
Baker	\$14.00	\$14.25	\$14.50
Cook	\$14.00	\$14.25	\$14.50
Grill/Display Cook	\$13.50	\$13.75	\$14.00
Food Service Worker / Cashier	\$12.90	\$13.15	\$13.40
Food Service Worker	\$12.75	\$13.00	\$13.25
Utility	\$12.75	\$13.00	\$13.25

All employees who are below the starting pay in their classification shall receive the greater of either the start rate upon October 15, 2021 (the date of ratification) or the amount of the general wage increase described in Section 2 of this Appendix. From then on, no employee will be paid less than the appropriate start rate listed above. All employees shall receive no less than the general wage increases described in Section 2 of this Appendix.

### Section 2. General Wage Increases

All employees shall receive their general wage increase upon the start of the pay period following ratification, and thereafter, effective with the start of the payroll period closest to the following dates. Employees who are at or above the start rate shall receive the following increases:

Effective October 15, 2021*	\$1.00
Effective July 1, 2022	\$0.50
Effective July 1, 2023	\$0.45

\*The wage increase October 15, 2021 is the start of the pay period following ratification. Fifty cents (\$0.50) of the one dollar (\$1.00) increase shall be retroactive back to September 3, 2021 for those who are active and on the payroll as of the date of ratification, or their date of hire if hired after September 3, 2021.

Section 3. If the Michigan minimum wage is increased during the life of this Agreement, the parties shall meet for the limited purpose of establishing new start rates.