

**AGREEMENT**

**BY AND BETWEEN**

**SODEXO CAMPUS SERVICES**

**AT**

**XAVIER UNIVERSITY  
1 DREXEL DRIVE  
NEW ORLEANS, LA**

**AND**

**SEIU LOCAL 21LA**

**EFFECTIVE DATES:**

**FROM: APRIL 1, 2012**

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## **PREAMBLE**

Section 1. This AGREEMENT made and entered into, by and between Sodexo Campus Services, Xavier University, 1 Drexel Drive, New Orleans, LA ("Employer" or "Company"), and SEIU Local 21LA ("Union"), is for the purpose of providing a clear and concise document by which the parties can equitably establish a relationship within the meaning of the National Labor Relations Act.

Section 2. The Employer and the Union share a common goal of fostering an amicable and collaborative relationship that will directly facilitate the delivery of efficient, high quality services to the Employer's clients and customers at competitive costs by employees who enjoy reasonable wages, benefits, and working conditions. Accordingly, the Employer and the Union recognize that it is the best interest of both parties and the employees that mutual responsibility and respect characterize all dealings between them. The Employer and the Union representatives at all levels will apply the terms of this Agreement fairly in accordance with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees, as defined in Article 1 and the Employer's right to manage the business profitably.

## **ARTICLE 1 – RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining representative with respect to salaries, hours of employment and other conditions of employment for all full-time and regular part-time Food Services employees at Sodexo Campus Services, Xavier University, 1 Drexel Drive, New Orleans, LA in the classifications identified in Appendix A. Excluded from the bargaining unit shall be employees in classifications not identified in Appendix A, managers, confidential and clerical employees, professional employees, active students of the Client or any students employed in connection with a vocational education or work study program, casual/substitute employees, temporary employees, supervisors, and guards as defined in the National Labor Relations Act.

## **ARTICLE 2 – DEFINITIONS**

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

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

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

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

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

The Employer and Union agree that each employee and supervisory representative of the Employer shall be treated with dignity and respect. Verbal abuse, threats, or harassment, including sexual harassment, by employees, managers or supervisors towards each other will not be tolerated. Discipline shall be handled in a professional manner.

## **ARTICLE 4 – NON-DISCRIMINATION**

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

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

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

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

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

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

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

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

shall be forwarded not later than the twenty-fifth (25<sup>th</sup>) of the month following the month in which deductions are made. The Parties agree that they shall continue to meet and confer regarding the implementation of methods and processes that will improve the efficiency of compiling and transmitting information relevant to such deductions.

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

Section 4. The Union shall hold harmless the Employer from any and all claims that may arise out of the Employer's compliance with this Article.

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

## **ARTICLE 8 – BARGAINING UNIT WORK**

Section 1. Supervisors will not perform bargaining unit work except as traditionally has been performed or when there are no unit employees to perform the work needed, or when such is necessary for legitimate and immediate needs or for the instruction of personnel. In no case shall supervisors or non-bargaining unit workers be utilized to erode the bargaining unit.

Section 2. The Employer will make efforts to limit the hiring of temporary agency employees; however there may be circumstances when the use of temporary agency employees is necessary. The use of temporary agency employees shall not permanently displace regular bargaining unit employees nor deprive bargaining unit employees of opportunities for overtime.

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

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

individuals work and operations that shall be carried on; to establish and change work schedules, hours and assignments; to subcontract as long as it does not result in the layoff or displacement of employees, except in cases of significant mechanical breakdown, fire, or flood; to discontinue or relocate any portion or all of the operations now or in the future that are carried on at the facility covered by this Agreement; to schedule hours of work, including overtime; to add shifts or terminate existing shifts in accordance with customer need; to determine job content and classifications required; and to make and enforce all rules relating to work, operations, and safety.

## **ARTICLE 6 – UNION MEMBERSHIP**

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

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

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

Section 4. To simplify the Employer's and the Union's administration of this Section, the Employer shall upon the hiring of new employees provide each employee an application for union membership and dues check-off authorization form. The Employer shall remit the completed forms to the union monthly. All new employees shall be entitled to receive an unpaid fifteen (15)-minute orientation provided by the Union.

## **ARTICLE 7– DEDUCTION OF UNION DUES**

Section 1. The Employer agrees to deduct weekly, if the Employer's payroll system permits, from the wages of each employee who so authorizes such deduction, the amount of regular initiation fees and monthly Union dues as certified to the Employer by the Secretary/Treasurer of the Union.

Section 2. The Employer shall remit each month to the Union, the amount of deductions made for that particular month including initiation fees, reinstatement fees, membership dues, and arrears, together with a list of employees with their social security numbers, hourly rate of pay, and arrearages per week/month, for whom such deductions have been made. The list will indicate all official personnel actions that result in a change in status of bargaining unit members, including new hires, terminations, leaves of absence, and layoffs. The remittance



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

## **ARTICLE 10 – SAFETY**

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

Section 2. A Joint Safety and Health Committee (“Committee”) will be established. The committee will be composed of up to three (3) members of the bargaining unit selected by the Union and up to three (3) members of management selected by the Employer, the actual size of which shall be mutually agreed upon based upon considerations of the size and complexity of the unit. The Committee shall be organized to provide assistance in identifying and eliminating potential safety hazards throughout the facility. The Employer will coordinate the meetings of the Committee. This Committee will meet monthly the academic year. The Employer will consider all of the recommendations from the Committee in good faith. Employees shall be paid at their regular hourly rate for time spent at health and safety committee meetings.

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

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

## **ARTICLE 11 – VISITATION**

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

Section 2. An authorized representative of the Union will make reasonable attempts to notify the General Manager or authorized designee in advance of arriving on the Employer’s or client’s premises of their desire to visit. The General Manager or authorized designee will inform the Union accredited representative as soon as practicable after receiving notice of the visit if there are any business reasons for limiting the Union’s visitation with employees or visiting the premises. Upon arrival on the Employer’s or client’s premises, the Union accredited representative will notify the General Manager or authorized designee, in person, of his/her presence prior to speaking to any employee. Such visitation shall not interfere with the work of the employees or the service to the customers of the Employer and will follow the client’s security regulations.

## **ARTICLE 12 – UNION STEWARDS**

Section 1. The number of Union Stewards is set forth in Appendix C. The Union shall advise the Employer in writing of the names of Union Stewards. One (1) Union Steward shall participate in each grievance procedure, unless the steward is a Grievant, in which case they shall also be entitled to representation. Union Stewards, unless the Steward is the grievant, shall be recognized by the Employer as representatives of the employees for the purposes of enforcing this Agreement, and shall generally act as representatives of the Union on the job.

Section 2. A Steward may request to be released from his/her regular duties to investigate grievances on Employer time. Requests to conduct such investigations shall not be unreasonably withheld. The Steward shall contact his/her supervisor in advance to determine a time when such investigation will not interfere with the Steward's work and the work of the person with whom the Steward wants to meet.

Section 3. No Steward shall have any authority to order or cause any strike, slowdown, or cessation of work, and the Steward shall not interfere with the Manager in the Manager's running of the Unit.

Section 4. The Chief Steward will be considered the most senior employee for the purpose of layoff and recall only.

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

Section 6. Upon the Union's request and subject to the Employer's business requirements, union members serving as stewards or alternate stewards under this contract shall be granted special training leaves to attend group trainings provided by the union. The size of the group attending such training will be subject to business needs of the Employer but shall not be less than half (1/2) the number of stewards provided for in this contract, and the time period for such group training leave shall not exceed two (2) days in any month or four (4) days in any year. Such leaves will be unpaid and will not adversely affect an employee's seniority or benefits. The Union will work with the Employer to schedule such training in a manner that minimizes the impact of the attendees' absence on the Employer's business, and will provide the Employer with as much notice as is practicable, which in any event shall not be less than five (5) working days.

## **ARTICLE 13 – SENIORITY**

Section 1. "Employer Seniority" shall be defined as the employee's length of continuous service with the Employer as measured from the employee's record date of hire by the Employer in the operation covered by this agreement. "Employer Seniority" for any employee who transfers into the unit after the effective date of this Agreement shall be defined as the employee's length of continuous service as measured from the employee's most recent date of hire by the Employer, provided that such date of hire shall not pre-date any break in service occurring before the transfer. "Classification Seniority" shall be defined as the employee's length of continuous service within his/her classification as measured from the date the employee first entered the classification at this unit.

Employer Seniority will be used for determining vacation eligibility. Classification Seniority will be used for purposes of layoff, recall, vacation scheduling, shift preference, overtime, and job

bidding, except to the extent specifically provided otherwise in the following Articles: Job Posting (Article 15), Lay Off and Recall (Article 16), Hours of Work and Overtime (Article 21), and Vacation (Article 26).

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

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

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

- a. Resignation or other voluntary termination of employment.
- b. Discharge for just cause.
- c. Absence of three consecutive days without notice to the Employer.
- d. Failure to return to work within ten (10) working days after the Employer gives the employee written notice to return to work, and failure to notify the Employer of their intentions to return to work within five (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.

## **ARTICLE 14 – PROBATION**

Newly hired employees shall be deemed to be probationary during their first thirty (30) calendar days. The Employer may extend the probationary period for an additional thirty (30) calendar days. Days lost from work during the thirty (30) or sixty (60) calendar day probation period shall not be considered in computing the thirty (30) or sixty (60) day calendar period and shall not break the continuous employment. Notice of probation period extension shall be sent to the Union within five working days of starting the extension period. During the probation period, an employee may be terminated in the sole discretion of the Employer without recourse to this Agreement. Unless otherwise provided in this Agreement, a probationary employee is not eligible for any benefits set forth in this Agreement.

## **ARTICLE 15 – JOB POSTING**

**Section 1.** Any new position or vacancy as determined by management shall be posted on the bulletin boards that the employees read from, for not less than five (5) consecutive working days. Persons shall apply for the posted vacancies by sending a written request to the Unit Manager. All employees who are on layoff when an opening occurs shall be notified of the opening by mail at the last known address on file with the Employer. Requests for consideration from qualified employees on layoff must be received in writing within seven (7) calendar days of the mailing of the posting to the employee's home. The Employer will make every effort to conduct interviews within ten (10) working days of the closing of the posting.

**Section 2.** The posting shall contain the minimum qualifications, skill requirements, work year, workweek, wages, and job description for the posted position. Copies of all postings shall be given to the Chief Steward on site or faxed to the Union office. Copies of completed postings shall be given to the Chief Steward or faxed to the Union office within ten (10) working days of the bid award.

**Section 3.** All such vacancies shall, as determined by management, be filled by awarding the position to the most senior qualified employee who bids for that position and has not been awarded a position within the last six (6) months. Employees will be transferred or promoted in accordance with their seniority, provided they have the necessary ability and experience and can meet the job description requirements. For purposes of this section, "seniority" shall mean Employer Seniority accrued at this unit.

Openings to which internal employees are to be transferred or promoted will be filled in a maximum of two (2) weeks, if possible. Vacancies resulting from the initial job posting shall be filled as provided in this Article up to a maximum of three (3) postings.

Nothing contained in this Article shall prevent the Employer from temporarily filling a job vacancy for up to ten (10) working days.

**Section 4.** If there are no qualified bidders in accordance with the preceding Sections, the Employer shall open the bidding to employees who have been awarded a position within the last six (6) months, provided they are qualified as stated in Section 3. If there are still no qualified bidders, the Employer shall have the right to go to the outside to fill the position.

**Section 5.** Any employee filling a job classification covered by this Agreement from a lower-paid classification shall be on a trial period for the first twenty (20) days worked of employment in the new classification. If at any time during such trial period the Employer determines that the employee cannot meet the job requirements, the Employer may return the employee to that employee's former position. The employee so returned shall not suffer any loss of seniority. The decision to return the employee to their former position shall not be subject to any progressive discipline procedure.

**Section 6.** There shall be no restrictions on temporary or lateral transfers or transfers into a lower paying classification, as long as the Employer maintains the employee's current rate of pay. Whenever an employee is transferred to a lower paying job for their convenience (for example in lieu of layoff, bid on a lower paying job, etc.), the employee shall be paid the rate of the job immediately.

## **ARTICLE 16 – LAYOFF AND RECALL**

Section 1. In the event the Employer finds it necessary to lay off employees due to lack of work, such layoffs shall be on the basis of the employee's Classification Seniority with the Employer. The employee with the least seniority in the classification affected shall be the first to be laid off.

Section 2. Employees shall be given fourteen (14) calendar days' notice, if possible, in cases of layoff.

Section 3. Laid off employees shall be given preference in reemployment if qualified. In the event of recall, employees shall be recalled in the reverse order of the layoff.

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

- a. The employee may bump the least senior employee in the same or lower pay grade within their respective classification, or the employee may bump the least senior employee in his or her former classification if his or her seniority in the former classification exceeds that of the least senior employee in that classification.
- b. The affected employee(s) may opt to fill a vacancy in their own or lower pay grade in any classification if, in the Employer's opinion, they are qualified and have the ability to perform within that classification.
- c. Employee(s) who have been laid off or displaced shall have the right of recall to any former job classification or any other job classification for which they are minimally qualified in their own or lower pay rate.
- d. When work becomes available in that employee's classification from which they were laid off or displaced, they will be recalled in reverse order of their layoff or displacement.
- e. For the purposes of recall notification the Employer shall notify the employee by a reliable, documented, means at the last known address supplied by the employee. Employees must notify the Employer within five (5) working days of the date the message was received of their intent to report to work after notification. Employees shall report to work within three (3) working days after indicating their willingness to be reinstated.

## **ARTICLE 17 – LEAVES OF ABSENCE**

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

Section 2. In the event an employee is hired or appointed to short-term employment with the Union, the employee shall be allowed to take leave, subject to the Employer's legitimate business needs. The Employee shall give a minimum of fourteen (14) calendar days' notice of

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

Section 3. An employee who enters the armed forces of the United States, or is called to active duty or military training, will be granted an unpaid leave of absence according to applicable laws.

Section 4. The Employer shall administer all leaves in accordance with the Family and Medical Leave Act (FMLA) and applicable state law regarding leaves.

Section 5. An employee returning from FMLA/Union leave, or a personal leave of thirty (30) days or less, shall be entitled to reinstatement to his/her position, hours, and work unit unless the position has been eliminated or modified as a result of layoffs or other legitimate business needs. In such event, the employee may use their seniority as provided for in the Layoff and Recall Article (Article 16). Vacancies created by such leaves shall not be subject to the Job Posting requirements and may be filled temporarily at the Employer's discretion.

Section 6. The Employer may, in accordance with the Job Posting requirements, fill vacancies created by personal leaves of more than thirty (30) days. Employees returning from personal leaves of more than thirty (30) days shall be entitled to fill an existing vacancy that is consistent with their seniority and qualifications.

Section 7. Holidays, vacations, sick days, and other benefit entitlements shall not continue to accrue during any leave of absence, except as required by applicable law and Section 2.

## **ARTICLE 18 – IMMIGRATION RIGHTS**

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

### Section 2.

- a. No employee covered by this agreement shall suffer any loss of seniority, compensation, or benefits due to any changes in the employee's name or social security number, provided that the social security number is valid and the employee is authorized to work in the United States.
- b. In the event that an employee has a problem with his or her right to work in the United States after completing his or her probationary period, the Employer shall notify the Union in writing prior to taking any action, and upon the Union's request, received by the Employer within forty-eight (48) hours of the Employer's notice to the Union, the Employer agrees to meet with the Union to discuss the nature of the problem to see if a resolution can be reached.

- c. A "no match" letter from the Social Security Administration (SSA) shall not in itself constitute a basis for taking any adverse employment action against an employee or requiring an employee to re-verify work authorization. Upon receipt of such a letter, the Employer shall provide the employee and the Union with a copy of the letter (provided that the letter contains no social security or other confidential information about other employees, and if so, such information shall be redacted) and inform the employee that he/she should contact SSA. It is expected that the employee will have at least sixty (60) calendar days to correct the problem. If the problem is not corrected within sixty (60) calendar days, the employer shall send a notice to the Union and the employee notifying them that the problem remains unresolved. If the problem has not been resolved within thirty (30) calendar days of this notice, the Employer will meet with the Union and the employee concerning next steps.
- d. In the event that an employee is not authorized to work in the United States following his or her probationary period and his or her employment is terminated for this reason, and the employee subsequently corrects the problem within thirty (30) calendar days, the employee shall be rehired into the next available position with seniority reinstated, at a rate including any raises he/she would have received in the interim. If such employee corrects the problem within one year, the employee will receive preference for reemployment. The parties agree that this provision does not apply to circumstances wherein the employee has falsified Company documents.

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

Section 4. Should an INS agent demand entry into the Employer's premises or the opportunity to interrogate, search, or seize the person or property of any employees, then the Employer shall comply with the INS demand and immediately notify the Union Steward.

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

## **ARTICLE 19 – DISCIPLINE & DISCHARGE/JUST CAUSE**

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

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

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

- a. First written warning.

- b. Second written warning.
- c. A final warning and disciplinary suspension of up to five (5) scheduled work days.
- d. Suspension pending investigation and decision to discharge.

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

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

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

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

## **ARTICLE 20 – GRIEVANCE PROCEDURE**

Section 1. A grievance shall be defined as any dispute arising out of the expressed terms or conditions contained within this Agreement.

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

**Step 1:** The parties share a common goal of attempting to resolve most matters informally without resort to the grievance process. Toward this end, the parties will attempt to address issues promptly as they arise. Any grievance shall be submitted in writing to the General Manager within seven (7) working days of its occurrence or of the date when the employee or the Union first became aware of the circumstances giving rise to the alleged grievance. The Unit Manager shall provide a documented response within five (5) working days after receipt of the grievance.



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

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

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

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

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

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

**Section 3.** The time constraints that refer to any step of this procedure may be extended by mutual written agreement of the Employer and the Union. Any reasonable request made before the expiration of the time limit to be extended shall be honored by the Employer and the Union. Failure to file a grievance or to proceed to the next step within the prescribed time limits shall constitute a waiver of all rights to grieve and arbitrate such matters.

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

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

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

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

Section 8. Summary Table of Grievance Procedure.

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

## ARTICLE 21 – HOURS OF WORK AND OVERTIME

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

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

Section 3. The Employer has the right to require employees to work overtime as may be necessary to meet operating requirements. In the event overtime is required, the Operations Manager or his designee shall use the volunteer procedures below in the order in which they appear:

- a. If the employee is at work and it is within their classification, they will be asked.
- b. Volunteers will be asked beginning with the most senior qualified employee.
- c. The least senior qualified employee will be required to perform the work. If the least senior employee refuses the overtime assignment, the Employer is free to fill the position from any available source. The least senior employee refusing overtime may be subject to discipline.

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

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

Section 6. The Employer shall provide a free, wholesome meal as determined by management.

## **ARTICLE 22 – WAGES**

Section 1. Employees shall receive wages as indicated in Appendix A.

Section 2. Any employee who works in a higher classification for a minimum of two (2) hours shall receive the rate of that classification for the hours so worked. An employee temporarily assigned to work in a lower paid classification shall retain their rate. Such work will be assigned as determined by management.

Section 3. All employees shall be compensated at their regular rate of pay for any training required by the Employer. In addition, employees shall be eligible for travel reimbursement in regard to any such training.

Section 4. If the Employer's payroll system permits, employees shall be paid on a weekly basis on Fridays before the end of their regular shift.

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

Section 6. The Employer has the right to establish new job classification(s) and change(s) in an existing job classification that would be appropriately within the bargaining unit. Such

changes may be due to, but not limited to, changes in responsibilities and production. The Employer shall give seven (7) calendar days' notice to the Union of any changes in job classifications, which shall include the rate of pay assigned to each classification prior to offering such job classification for posting. The Employer shall meet with the Union to discuss the new or changed job classification. Nothing contained herein shall prevent the Employer from implementing such new or changed job(s). It is agreed to by the parties that the Union has the right to negotiate the effects of any significant changes in job classifications.

## **ARTICLE 23 – REPORTING PAY**

Section 1. Regularly scheduled employees shall be guaranteed a minimum of one-half (1/2) of their regularly scheduled hours at their applicable rate on a day they are required to report to work, unless the Employer notifies them not to report to work at least one (1) hour in advance by calling them at their last known telephone number provided by the employee to the Employer or by public announcement.

Section 2. Section 1 of this Article shall not apply to an employee's attendance at mandatory meetings held by the Employer for which a session has been scheduled to begin or end within two (2) hours of the employee's scheduled shift. In such cases, employees will be paid for actual time spent at the applicable rate for their regular job classification.

## **ARTICLE 24 – CALL-IN EMERGENCY**

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

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

## **ARTICLE 25 – HOLIDAYS**

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

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

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

Section 4. Employees scheduled off on a holiday must work their scheduled day before and their scheduled day after the holiday in order to be paid for the holiday, unless they are on jury duty or bereavement leave. Employees scheduled to work on the holiday must work their scheduled day before the holiday, their scheduled day after the holiday, and the holiday itself in order to be paid for the holiday, unless they are on jury duty or bereavement leave. Employees

who call in sick on either the day before or the day after the holiday or on the holiday itself may be requested to furnish proof of illness for the holiday to be paid.

## **ARTICLE 26 – VACATIONS**

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

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

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

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

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

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

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

## **ARTICLE 27 – SICK LEAVE**

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

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

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

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

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

Section 5. A doctor's note may be requested by the Employer upon return to work after three (3) consecutive days off sick, or upon returning to work after being off sick on the last scheduled day before, after or on the holiday scheduled to work.

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

## **ARTICLE 28 – PENSION**

Section 1. The Employer shall remain a participating Employer of the National Retirement Fund (NRF) and shall make pension contributions to the NRF on behalf of eligible employees who as of the first day of any calendar month have completed thirty (30) days of employment.

Effective 1/1/13 - \$0.17

Effective 1/1/14 - \$0.18

Effective 1/1/15 - \$0.19

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

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

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

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

## ARTICLE 29 – INSURANCE

Section 1. Effective the first of the month following the ninetieth (90<sup>th</sup>) calendar day of employment, all regular, full-time employees shall be eligible to participate in the health, dental, and life/disability insurance programs provided by the Employer as set forth in those plans. The Employer shall make available the health, dental, and life/disability insurance programs generally made available to regular full-time hourly employees in the state and the division where the unit is located (“Standard Benefits Plans”).

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

i. Health Care

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

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

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

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

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

## Standard Benefits Plans.

- c. Disability Insurance. The Employer shall provide Short-Term and Long-Term Disability under the terms as set forth in the Standard Benefits Plans.

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

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

## **ARTICLE 30 – TRAVEL ALLOWANCE**

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 31 – BEREAVEMENT LEAVE**

Section 1. This benefit is available for employees who have completed probation prior to the death of a covered family member.

Section 2. In the event of death in the immediate family of an employee, bereavement leave with pay will be permitted for a maximum period of three (3) scheduled work days for the purpose of bereavement and/or attending the funeral and providing for matters incident to the death. Such absences shall be permitted within three calendar days prior to or following the funeral. Employees shall be paid at their regular rate of pay times their regular hours worked.

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

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



## **ARTICLE 32 – JURY DUTY**

Section 1. This benefit is available for employees who have completed probation prior to receipt of notice for jury duty.

Section 2. All employees who have been called for jury duty shall be granted leave with pay for a period not to exceed twenty (20) working days in any calendar year. The pay for such leave shall consist of the difference between the employee's regular rate of pay and that of the remuneration received from the court system. Employees shall be paid at their regular rate of pay times their regular hours worked. Proof of such remuneration shall be submitted to the Employer by the employee. Official notification shall be submitted to the Employer prior to such leave being granted. The Employer shall provide leave for jury duty in accordance with all applicable laws.

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

Section 1. The Employer shall permit the Union the reasonable use of 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 client(s).

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

## **ARTICLE 34 – UNIFORMS**

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 36 – SUCCESSORS**

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

## **ARTICLE 37 – SAVINGS CLAUSE**

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

## **ARTICLE 38 – TOTAL AGREEMENT**

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

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

# ARTICLE 39 – DURATION OF AGREEMENT

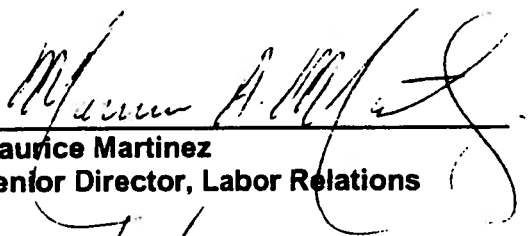
Section 1. This Agreement shall be in full force and effect as of April 1, 2012, and shall be in effect up to and including March 31, 2015. If either party desires to negotiate changes in this Agreement to take effect upon its termination, the party shall give reasonable notice of such intent.

Section 2. If the Agreement terminates in accordance with Section 1 of this Article before the parties reach agreement on the terms of a successor collective bargaining agreement, there shall be a "Cooling-Off Period" during which neither party may engage in strikes, lockout, picketing, unilateral changes in the Agreement, or other economic actions. This Agreement shall be extended for the duration of the Cooling-Off Period. During the Cooling-Off Period, the Employer and the Union will make every reasonable effort to negotiate and agree upon a successor collective bargaining agreement. The Cooling-Off Period shall be for a minimum of sixty (60) days, unless extended by mutual agreement of the parties. Economic improvements contained in a successor agreement that become effective upon the effective date of the successor agreement shall be retroactive to the expiration date of this Agreement, unless the parties otherwise mutually agree.

IN WITNESS WHEREOF, Sodexo Campus Services, Xavier University, 1 Drexel Drive, New Orleans, LA and SEIU Local 21LA, have caused this Agreement to be signed by their duly authorized representatives as of this \_\_\_\_\_ day of \_\_\_\_\_.

**SODEXO CAMPUS SERVICES AT  
XAVIER UNIVERSITY  
1 DREXEL DRIVE  
NEW ORLEANS, LA**

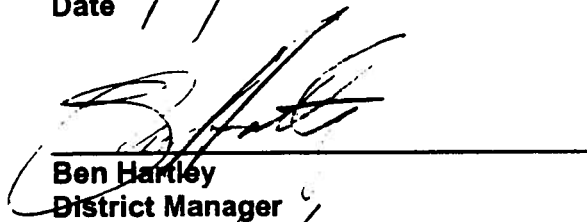
**SEIU LOCAL 21LA**

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

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

  
\_\_\_\_\_

6/4/12  
\_\_\_\_\_  
**Date**

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

5/24/12  
\_\_\_\_\_  
**Date**

## APPENDIX "A" (WAGES)

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

Job Classification	4/1/12	4/1/13	4/1/14
Lead Cook	\$12.00	\$12.00	\$12.00
Cook	\$11.00	\$11.00	\$11.00
Grill Cook/Prep Cook	\$10.00	\$10.00	\$10.00
FSW/Cashier	\$9.25	\$9.25	\$9.25
FSW/Utility	\$9.00	\$9.00	\$9.00
Inventory/Stock Clerk	\$9.75	\$9.75	\$9.75

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

Section 2. The General Wage Increases are:

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

## **APPENDIX “B” (UNIFORMS)**

Section 1. The Employer shall provide three (3) sets of uniforms at the time of hire, two (2) additional sets at start of calendar year as needed.

Section 2. The uniform consists of:

- Black Chef Jacket
- Chef Pants
- Shirt (utility)
- Apron

## **APPENDIX “C” (UNION STEWARDS)**

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

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

## **APPENDIX “D” (ETHNIC DIVERSITY AND CULTURAL ISSUES)**

Section 1. The parties recognize that many recent immigrant workers are employed by the Employer, and are a vital element to the success of the facility. While English is the language of the workplace, the Employer recognizes the right of employees to use the language of their own choice among themselves where such use does not adversely affect the operation, work performance, or customer service levels.

Section 2. The Employer is committed to a program to improve its ability to communicate with employees who do not communicate in English and will consider reasonable recommendations of the labor management committee to accomplish this.

Section 3. If a substantial number of Employees at the Unit have a primary language other than English, the Employer will take reasonable steps, where practical, to post significant notices in both English and the predominant non-English language. If management cannot communicate effectively with an employee, the Employer will allow, upon request and if available, an employee translator from the bargaining unit chosen by the employee to facilitate communications, provided the individual is on the premises at the time requested.

Section 4. If the primary language for more than twenty-five (25) employees at the Unit is a single language other than English, the Employer and the Union will pay an equal amount of costs for translation and copying of this Agreement in English and that non-English language. For purposes of arbitration, the English version shall prevail in any conflict of meaning arising out of the translation. The Employer will not share the cost for translation and copying into more than one (1) non-English language.

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

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

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

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

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

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

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

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

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

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



## **APPENDIX "F" (GRIEVANCE MEDIATION)**

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

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

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

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

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

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

Section 6. Termination of Mediation. The Grievance Mediation shall terminate upon the receipt of the writing from the Mediator, the fifth day after the mediation session, or mutual agreement of the Parties, whichever is sooner.

## **APPENDIX “G” (HOLIDAYS)**

Christmas

New Year's Day

Martin Luther King Day

Mardi Gras

Thanksgiving

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

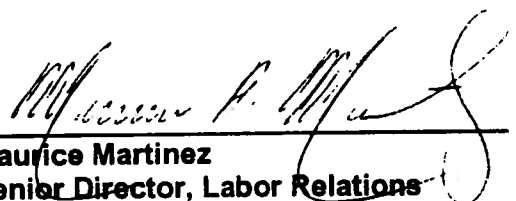
This Memorandum of Understanding (MOU), by and between SEIU Local 21LA ("Union") and Sodexo, Inc. ("Employer"), is entered into solely with regard to the food service employees at Xavier University, 1 Drexel Drive, New Orleans LA , and is without precedent for any other facility.

- a) Sodexo Management at Xavier University will notify the Sodexo management at Dillard University of any new position or vacancy as determined by management. Sodexo Management at Dillard University will subsequently notify the Chief Union Steward regarding the new or vacant position at Xavier University.
- b) If there are no qualified internal bidders at Xavier University for any new position or vacant position, Sodexo Management at Xavier will notify in writing Sodexo Management at Dillard University of such open positions. Sodexo employees at Dillard University shall apply for the vacancies by sending a written request to the Unit Manager at Xavier University.
- c) New or vacant positions shall be filled by awarding the position to the most senior qualified employee who bids for that position and has not been awarded a position within the last six (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. If there are still no qualified bidders, Sodexo Management at Xavier University shall have the right to go to the outside to fill the position.
- d) If a Sodexo employee from Dillard University is awarded the position at Xavier University, the employee shall retain Employer Seniority. The employee's job classification seniority shall begin from the date of transfer into the new position at Xavier University.

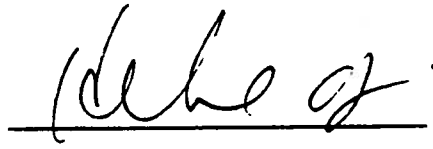
IN WITNESS WHEREOF, Sodexo Campus Services, Xavier University, 1 Drexel Drive, New Orleans, LA, 70122 and SEIU Local 21LA, have caused this Memorandum of Understanding to be signed by their duly authorized representatives as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**SODEXO CAMPUS SERVICES AT  
XAVIER UNIVERSITY  
1 DREXEL DRIVE  
NEW ORLEANS, LA**

**SEIU LOCAL 21LA**

  
Maurice Martinez  
Senior Director, Labor Relations

5/5/12  
Date

  
6/4/12  
Date

# MEMORANDUM OF UNDERSTANDING REGARDING POSTING OF EMPLOYEE SCHEDULES

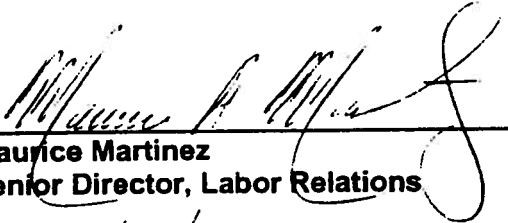
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- 1) Work Schedules shall be posted at least two (2) weeks ahead of time, whenever possible. If changes occur to the posted schedule, the management will make every reasonable attempt to notify the employee at least forty eight (48) hours in advance.

IN WITNESS WHEREOF, Sodexo Campus Services, Xavier University, 1 Drexel Drive, New Orleans, LA and, SEIU Local 21LA, have caused this Memorandum of Understanding to be signed by their duly authorized representatives as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**SODEXO CAMPUS SERVICES AT  
XAVIER UNIVERSITY  
1 DREXEL DRIVE  
NEW ORLEANS, LA**

**SEIU LOCAL 21LA**

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

Date

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

  
\_\_\_\_\_

Date

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

# MEMORANDUM OF UNDERSTANDING REGARDING SHIFT PREMIUM FOR SPLIT SHIFT

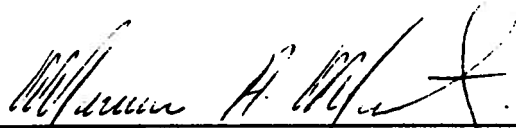
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- a) Any Employee scheduled to work in a split shift shall be paid a seventy five cent (\$0.75) per hour pay premium for hours worked after the extended unpaid break in schedule.

IN WITNESS WHEREOF, Sodexo Campus Services, Xavier University, 1 Drexel Drive, New Orleans, LA and SEIU Local 21LA, have caused this Memorandum of Understanding to be signed by their duly authorized representatives as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**SODEXO CAMPUS SERVICES AT  
XAVIER UNIVERSITY  
1 DREXEL DRIVE  
NEW ORLEANS, LA**

**SEIU LOCAL 21LA**

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

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

  
\_\_\_\_\_

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