

AGREEMENT

between

**SDH Education East, LLC,
Sodexo Campus Services**

at

**Bryant University
Smithfield, Rhode Island**

and

**United Service and Allied Workers of Rhode Island
Providence, Rhode Island**

EFFECTIVE: November 1, 2021

THROUGH: October 31, 2024


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AGREEMENT

This Agreement is made and entered into by and between SDH Education East, LLC, Sodexo Campus Services at Bryant University, Smithfield, Rhode Island, (hereinafter referred to as “the Employer” or “the Company”), its successors or assigns, and the United Service and Allied Workers of Rhode Island, (hereinafter referred to as the “the Union” or “USAW RI”).

WITNESSETH

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

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

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

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

ARTICLE 1 – MANAGEMENT RIGHTS

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

ARTICLE 2 – COMPANY RULES AND REGULATIONS

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

ARTICLE 3 – DISCHARGE AND DISCIPLINE

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

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

Section 3. The Employer will use progressive discipline except in cases which warrant immediate suspension or discharge.

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

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

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

ARTICLE 4 – EMPLOYEE DEFINITIONS

Section 1. Full-time Employee. A full-time employee is an employee who regularly works thirty (30) hours a week or more.

Section 2. Part-time Employee. A part-time employee is an employee who regularly works a minimum of twenty (20) hours a week but less than thirty (30) hours a week.

ARTICLE 5 – UNION RECOGNITION; UNION STEWARDS

Section 1. The Employer recognizes the Union as the sole and exclusive collective bargaining representative for the purpose of bargaining with respect to wages, hours and working conditions for employees who are engaged in the Employer's food service operations located at Bryant University, Smithfield, Rhode Island, in the job classifications set forth in Appendix "A" of this Agreement; but excluding office clerical employees, professional employees, guards and watchmen, students, and all supervisors as defined in the National Labor Relations Act, in accordance with NLRB certification number 1-RC-21813.

Section 2. The Employer agrees that the Union may appoint four (4) stewards for the food service operation at the Bryant University campus. One (1) of these four (4) stewards may be designated by the Union as Chief Steward. The Employer shall be notified in writing of these assignments and any changes therein. Subject to prior arrangements with the immediate supervisors of the steward and the employee involved, a steward may confer during working hours for a reasonable time with an employee covered by this Agreement in connection with the investigation and processing of grievances without loss of pay to either. Subject to prior arrangements with his or her supervisor, the Chief Steward shall be allowed without loss of pay, up to a maximum of two (2) hours of regular working time per month, to confer with Union members on Union business during working hours. The Chief Steward and a steward in the other building will be given a copy of written material that the General Manager deems appropriate.

ARTICLE 6 – UNION MEMBERSHIP

Section 1. All present employees covered by this Agreement who are not members of the Union, and all new employees covered by this Agreement and hired after the date of execution of this Agreement shall as a condition of continued employment become members of the Union in good standing on or after the thirtieth (30th) day following the beginning of such employment or on or after the thirtieth (30th) day following the execution of this Agreement, whichever is later, and shall thereafter maintain their membership in the Union in good standing during the term of this Agreement. The obligation to become a member of the Union in good standing and to maintain good standing in the Union is defined as the duty to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining membership in the Union.


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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. The Union will accept as members all present and future employees who are covered by this Agreement on the same terms and conditions generally applicable to other members. Whenever the Union shall charge that any employee covered by this Agreement who has become a member of the Union in good standing has failed to remain a member of the Union in good standing or to pay to the Union the required service charge during the term of this Agreement as required by Section 1 of this Article, or that any employee covered by this Agreement has failed to become and remain a member of the Union in good standing or to pay to the Union the required service charge during the term of this Agreement as required by Section 1 of this Article, and shall request the discharge of such employee, the Employer and the employee shall be so notified by the Union, in writing, and the Employer shall have thirty (30) calendar days following receipt of such notice within which to discharge such employee. If during such thirty (30) day period the employee shall pay or tender his or her initiation fees and/or delinquent dues or service charge as the case may be, the Employer shall not be required to discharge such employee.

Section 3. The Union shall indemnify and save the Employer harmless against any and all claims, demands and other forms of liability that may arise out of any action taken by the Employer in fulfilling the term of this Article 6.

Section 4. Good standing membership in the Union for purposes of this Article means such membership in the Union through membership in United Service and Allied Workers of Rhode Island (USAW RI).

Section 5. 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 Bryant University are covered under a collective bargaining agreement between Sodexo and United Service and Allied Workers of Rhode Island. 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 at 401-751-0500."

ARTICLE 7 – CHECK-OFF

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


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

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

Section 4. To simplify the Employer's and the Union's administration of this Article, the Employer shall, upon the hiring of new employees, provide each employee an application for union membership and dues check-off authorization form. The Employer shall remit the completed forms to the union monthly.

ARTICLE 8 – UNION INFORMATION

The Employer agrees to furnish to the Union each month the names of newly hired employees, their addresses, classification of work, their date of hire, names of terminated employees and names of employees on leave of absence. The Employer will also furnish permanent schedule changes during the regular school year including student hours.

ARTICLE 9 – NO STRIKE / NO LOCKOUT

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

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

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

ARTICLE 10 - SUBCONTRACTING

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

ARTICLE 11 – SENIORITY

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

Section 2. If it is necessary to have a reduction of the work force, the principle of seniority shall govern. In recalling from layoff, the last person laid off shall be the first recalled to that classification. Seniority shall be defined as the total length of continuous service in the food service department at Bryant University regardless of the employees' Employer. In the event of a layoff of a permanent nature, employees laid off from their classification shall have the right to replace a junior employee provided they previously held that classification during their current period of continuous service. If an employee cannot replace a junior employee in a previously

held classification then the employee may replace a junior employee in an equal paying or lower paying classification (using the employee's rate of pay) provided the employee is qualified to do that job. Layoff of a permanent nature shall be defined as any layoff which exceeds the layoff period normally occurring due to the academic schedule.

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

Section 4. There shall be a sixty (60) calendar day probationary period for all employees covered by this Agreement. Prior to the completion of sixty (60) calendar days of employment, any employee may be terminated at any time without reference to the seniority provisions or grievance procedures set forth in this Agreement. A sixty (60) calendar day extension of the probationary period shall be granted by mutual written agreement between the Employer and the Union.

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

If any employee's work performance is reviewed by the employee's supervisor, he/she shall discuss the review with the employee and provide the employee with a copy of his or her written performance review. The review will be subject to the grievance procedure.

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

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

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

ARTICLE 12 – SUMMER EMPLOYMENT

Prior to the end of the Spring Semester (one (1) month in advance) the Employer will post on the bulletin board in the Food Service area, a list of summer job opportunities that it is aware of. The Employer will post specific hours and classifications that are known at the time of posting. Senior employees will be given the opportunity of exercising their seniority as to their choice of working or not working in the available summer jobs. The Employer reserves the right to staff the required summer jobs in the order of reverse seniority, if necessary. The Employer will

continue to pay health and life insurance premiums for employees who are laid off for the summer vacation. The Employer will give seven (7) calendar days' notice of any final changes or additions to the work opportunities. The Employer will post each Friday for the following week the hours, days and classification of work available.

ARTICLE 13 – EMPLOYMENT, TRANSFER, PROMOTION

Section 1. Qualified present employees shall be given preference over applicants for work when jobs are available and particularly for jobs offering advancement. Whenever it is necessary for the Employer temporarily to transfer an employee to another job covered by this Agreement, the employee shall receive his or her regular rate of pay or the rate of pay for the job, whichever is higher. Employees permanently transferred shall be entitled only to the rate of pay for the job to which they are transferred. Holiday pay and sick pay will be paid at the higher rate for temporary transfers of seven (7) days or more.

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

Section 3. All bargaining unit job vacancies which result from new construction, termination, retirement or death will be posted on the Employer’s bulletin board for a period of seven (7) calendar days (fourteen (14) calendar days during June and July for vacancies to be filled for the fall semester). The postings will list positions, wage rate, hours, and qualifications. Employees interested in applying for such posted job or jobs shall express their interest in writing to the General Manager, stating their qualifications for the posted job or jobs.

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

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

Section 4. If a bargaining unit employee is promoted or transferred, that employee shall serve a twenty (20) work days probationary period on the new job. If the promoted or transferred employee is removed from the job during the probationary period, the employee shall be returned to his or her former job, or to an available equivalent one, without loss of seniority benefits.

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

ARTICLE 14 – HEALTH AND SAFETY

Section 1. The Employer shall continue, as heretofore, to comply with legal regulations, whether heretofore or hereafter made, governing safety of working conditions, and will otherwise provide so far as possible for protection of the health and safety of the employees.

The Union agrees that the employees shall, as a condition of employment, observe reasonable safety rules. Specifically, employees shall immediately report to their supervisor or his or her designated representative any accident or injury and shall comply with rules requiring medical examination or treatment.

Notification of any accident or injury to an employee shall be given to the joint Labor-Management Safety Committee with thirty (30) calendar days of occurrence.

Employees shall be free to consult their own physicians without cost to the Employer, but in any case of accident or injury the Employer shall in no way be obligated to accept the opinion of physicians not retained by the Employer.

The Union may appoint two (2) employees covered by this Agreement to the joint Safety Committee. The Employer and the Union will cooperate in maintaining and making effective safety and good housekeeping rules that will eliminate hazards and make the kitchen a safe and sanitary place to work. The Safety Committee will meet once a month and a copy of the minutes of all meetings will be furnished to the Union.

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

ARTICLE 15 – 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 (1) time each month during the academic year. A written agenda shall be established for each meeting. Such meetings shall not be construed as opening the Agreement for negotiations, nor shall any subject matter at the meetings constitute a step in the grievance procedure. Employees shall be paid at their regular hourly rate for time spent at Labor-Management Committee meetings.

ARTICLE 16 – NON-DISCRIMINATION

Section 1. The Employer will not discriminate against or harass any of the Employer's employees because of the employee's race, color, religion, sex, sexual orientation, age, national origin, disability, veteran status, gender, gender identity, gender expression or any other personal characteristic that is protected by applicable law. The Employer also agrees that it will

not retaliate against any of the Employer's employees who complain of discrimination or harassment or who participate in an investigation regarding discrimination or harassment.

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

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

Section 3. Americans with Disabilities Act. This Agreement shall be interpreted to permit the reasonable accommodation of disabled persons as required by state and/or federal law, including the Americans with Disabilities Act (ADA). In the event such conflicting accommodation is permitted only if required to comply with said laws, the parties, at either's request, shall meet to discuss the proposed accommodation. The parties agree that any accommodation made by the Employer with the respect to 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 17 – WAGES

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

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

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

Section 4. Wages shall be paid weekly by check, direct deposit or electronic money card, as determined by the Employer, subject to applicable law.

ARTICLE 18 – HOURS OF WORK AND OVERTIME

Section 1. The "workweek" shall consist of a seven (7)-day payroll period beginning at 12:01 a.m. on Friday and ending at 11:59 p.m. on the following Thursday and, to the extent operationally possible, shall normally consist of five consecutive days and two consecutive days off. The parties understand and agree that the beginning and end of the workweek may change as a result of changes to the Employer's payroll or timekeeping systems. The Employer will contact the union at least two (2) weeks before any change in the payroll period.

Section 2. Time and one-half (1-½) the employee's regular straight-time hourly rate shall be paid for all hours worked in excess of forty (40) hours in a week or in excess of eight (8) hours in

a day. There shall be no pyramiding of overtime premiums.

Section 3. For the purposes of this section, it is understood that the regular straight-time hourly rate of pay used for the purpose of computing overtime or shift differential shall never itself be increased by including in it any overtime, shift differential, or any other premium pay.

Section 4. Holidays, vacations and bereavement time will be counted as time worked for the purpose of computing overtime. The Employer will post schedules for holidays and summer periods, at least one (1) week in advance.

Section 5. Overtime will be assigned by seniority preference within classification. All overtime work must be authorized and scheduled by the Employer.

Section 6. The Company agrees to continue to status quo regarding the practice of providing a list of mandatory functions.

Section 7. 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.

The Employer is committed to creating as many full time schedules as possible and to maximize the available straight-time hours per full-time position consistent with the needs of the business and operating efficiency.

In the event of a reduction of business which would necessitate the reduction of hours, the Employer agrees to meet this reduction, wherever possible, through layoff and recall procedures. The Employer further agrees that it will provide the affected employee(s) and the Union as much advance notice as possible of any change in schedules and estimated duration if known.

ARTICLE 19 – VACATIONS

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

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

Section 2. For each month worked (at least six (6) full days), employees will earn one-ninth (1/9th) of the appropriate schedule above. All employees shall receive their full vacation entitlement as of May.

Section 3. All vacations shall be taken as scheduled by the Employer, but employees shall be given preference on the basis of seniority in the choice of vacation periods. Vacation can be taken during the school year by employees who are scheduled to work all year round with the understanding that management will schedule vacation pursuant to business need and seniority, provided that the employee previously worked the prior calendar year at the time the

request is made a minimum of fifteen hundred (1500) hours. If vacations are not taken, employees will be entitled to vacation pay in December and/or May during seasonal layoff. Vacation requests for the summer months will be submitted in writing one (1) week prior to Commencement and the Employer will respond by Commencement Day. Such requests will be considered on the basis of seniority prior to requiring employees to work.

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

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

Section 6. Pay for a week of vacation will be at the employee's current hourly rate of pay multiplied by their normally scheduled weekly straight time hours.

ARTICLE 20 – HOLIDAYS

Section 1. The following days shall be recognized as paid holidays for full-time and part-time employees:

Labor Day	New Year's Day
Columbus Day	Washington's Birthday
Veterans Day	Easter Sunday
Thanksgiving Day	Memorial Day
Christmas Day	Independence Day (if working 8 days during July)

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

In addition to the foregoing holidays, employees will receive three (3) personal days to be taken during the academic year. Newly-hired employees will be eligible for personal days beginning with the academic year following completion of one (1) year of employment.

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

Employees shall be paid at their regular straight time hourly rate for their regularly scheduled daily hours at the time of the holiday.

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

the operation is normally closed or reduced during the summer months.)

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

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

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

ARTICLE 21 – SICK LEAVE

Section 1. All full-time and part-time employees shall be eligible for sick leave, and shall accrue sick leave on the basis of 0.055 hours of paid sick leave earned for each hour worked and/or paid up to a maximum of ninety-six (96) hours sick leave earned in any year (that is, July 1st through the following June 30th).

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

A day of sick pay will be the average number of hours worked per day (weekly hours /5) times an employee's regular hourly rate.

Section 2. An employee, in order to be entitled to be paid sick leave, must, whenever practicable, give notice no later than sixty (60) minutes before the start of the scheduled shift.

During the probationary period, time off for illness will not be paid. However, upon the completion of the probationary period, accrued time will be credited back to the employee's starting date.

Section 3. Paid sick leave is based on working days only. In cases where the employee has been on sick leave for more than three (3) consecutive days or where there is a reasonable question of misuse of sick leave, the Employer may require evidence of illness.

Sick time will be paid automatically if accrued sick hours are available.

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

Section 5. The use of the first five (5) day of paid sick leave in any academic year will not be counted against employees under the Employer's Attendance Policy.

Section 6. Employees may accumulate a maximum of four hundred and eighty (480) hours of accrued sick leave. Any accrued but unused sick leave will be payable to the employee upon

retirement, or to the employee's estate upon death, at the rate of one-half (½) times the number of earned hours. Employees may receive one half (1/2) pay for unused hours from the current year at the end of each academic year. Employees who have accumulated four hundred and eighty (480) hours of sick leave will receive full pay for unused hours beyond four hundred and eighty (480) hours at the end of each academic year.

Each academic year employees with perfect attendance for the preceding academic year will be entitled to two (2) bonus days to be used during the subsequent academic year.

Section 7. Former Aramark employees hired by Sodexo in May, 2016 will be credited with the accrued sick leave they had in their "bank" with Aramark at the time of their termination by Aramark.

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

ARTICLE 22 (A) – GROUP INSURANCE

[The provisions of this Article 22 (A) will terminate effective February 28, 2022]

Section 1. Medical Insurance. The Employer agrees to provide a comprehensive Group Hospitalization/Surgical Insurance Plan for all eligible full time employees which shall be through Blue Cross/Blue Shield of Rhode Island. The plans will also include prescription drugs and vision benefits.

- a) The Employer will pay the premium for eligible employees and the Employer will deduct 19% of said coverage monthly contributions from employees' paychecks on a weekly basis for single coverage, and 19% of said coverage monthly contributions for family coverage, on a pre-tax basis if the plan qualifies:

Dental Insurance. The Employer will also offer the Blue Cross Dental Plan as an option. Employees who elect Dental Insurance coverage will have the following employee deductions from their paychecks:

- Single coverage -- Employee deduction from paycheck will be \$ 7.00 per month
- Family coverage -- Employee deduction from paycheck will be \$23.00 per month

The coverage of the medical and dental plans will be as outlined in the summary plan descriptions.

- b) All regular full time employees will become eligible for this coverage the first of the month following thirty (30) days of employment.
- c) Benefits provided shall be according to the Employer's master policy currently in effect.
- d) All participating employees will be provided with a booklet explaining all the basic provisions of the plan.
- e) The Employer agrees to pay the premium cost of the employee's group health insurance when the employee is on an approved leave of absence due to illness, including occupational illness or injury for a maximum period of up to nine (9) months. The

employee must pay the employee contribution while on leave. The Employer will also comply with the provisions of the Family and Medical Leave Act.

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

- a. \$18,000 Life Insurance (full-time); \$9,000 (part-time)
- b. \$18,000 Accidental Death and Dismemberment Policy (full-time); \$9,000 (part-time)
- c. Full time and part-time employees become eligible for this coverage after the completion of one (1) years' service with Sodexo.

This coverage is provided at no cost to the employee.

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

ARTICLE 22 (B) – INSURANCE

[The provisions of this Article 22 (B) will become effective on March 1, 2022]

Section 1. Trust and Reporting Language.

Effective March 1, 2022, the Employer agrees to contribute for each employee covered by this Agreement to UNITE HERE HEALTH (“Fund”) for the purpose of providing Medical, Vision, Life insurance, Accidental Death & Dismemberment insurance, Dental insurance, and Short-term disability insurance benefits under the UNITE HERE HEALTH Food Service Plan Unit II (“FSP II”), or such new, merged or consolidated plan units as may be adopted by the Trustees. Said contributions shall be submitted electronically together with an electronic report of the employee data required by the Fund in the format prescribed by the Fund, no later than the fifteenth (15th) day of the month preceding the month of coverage.

In addition to providing the monthly report and payment set forth above, the Employer must report to the Fund, by no later than 10am on the last business day of the month, any changes in the status of an employee that may affect that employee’s coverage (for example, terminations, layoffs, new hires and newly eligibles). 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. Eligibility.

The Employer will begin making contributions to the Fund for the insurance coverages as outlined in Section 3 below for eligible employees (regularly scheduled to work thirty (30) or more hours per week) upon the earlier of:

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

The following classes of employees shall be eligible for contributions to the Fund: Cooks, Bakers, Receiver, General Kitchen, Cashier/Server, Catering Attendant, General/Server, General/Utility.

Section 3. Monthly Employer Contributions

(a) **Medical Insurance.** Both Gold+ and Platinum Plans are offered.

(i) GOLD+ PLAN Monthly Premiums

<u>Effective Date</u>	<u>Single</u>	<u>Single + Spouse</u>	<u>Single + Child(ren)</u>	<u>Family</u>
03/01/22	\$685.00	\$1,460.93	\$1,142.62	\$2,029.09
01/01/23	\$685.00	\$1,460.93	\$1,142.62	\$2,029.09
01/01/24	Increase in medical premium as determined by Fund			

Employee Co-Premium – Gold+ Plan

Effective March 1, 2022, Employee pays ten percent (10.0%) of cost of premium for all levels of coverage – Single, Single + Spouse, Single + Children, Family.

Effective November 1, 2023, Employee pays eight percent (8.0%) of cost of premium for all levels of coverage – Single, Single + Spouse, Single + Children, Family

Based on the foregoing, employees’ weekly deduction from their paychecks will be as follows:

<u>Employee deduction</u>	<u>Single</u>	<u>Single + Spouse</u>	<u>Single + Child(ren)</u>	<u>Family</u>
Effective 03/01/22	\$15.81	\$33.71	\$26.37	\$46.83
Effective 01/01/23	\$15.81	\$33.71	\$26.37	\$46.83
Effective 11/01/23	\$12.65	\$26.97	\$21.09	\$37.46
Effective 01/01/24	8.0% of cost of medical premium as determined by the Fund			

(ii) PLATINUM PLAN Monthly Premiums

<u>Effective Date</u>	<u>Single</u>	<u>Single + Spouse</u>	<u>Single + Child(ren)</u>	<u>Family</u>
03/01/22	\$843.09	\$1,798.10	\$1,406.33	\$2,497.38

01/01/23	\$843.09	\$1,798.10	\$1,406.33	\$2,497.38
01/01/24	Increase in medical premium as determined by Fund			

Employee Co-Premium – Platinum Plan

Effective March 1, 2022, Employee pays ten percent (10.0%) of cost of premium of the Gold+ Plan PLUS the difference in cost between the premiums for the Platinum Plan and the Gold+ plan -- for all levels of coverage – Single, Single + Spouse, Single + Children, Family.

Effective November 1, 2023, Employee pays eight percent (8.0%) of cost of premium of the Gold+ Plan PLUS the difference in cost between the premiums for the Platinum Plan and the Gold+ plan -- for all levels of coverage – Single, Single + Spouse, Single + Children, Family.

Based on the foregoing, employees’ weekly deduction from their paychecks will be as follows:

<u>Employee deduction</u>	<u>Single</u>	<u>Single + Spouse</u>	<u>Single + Child(ren)</u>	<u>Family</u>
Effective 03/01/22	\$52.29	\$111.52	\$87.23	\$154.90
Effective 01/01/23	\$52.29	\$111.52	\$87.23	\$154.90
Effective 11/01/23	\$49.13	\$104.77	\$81.95	\$145.53
Effective 01/01/24	8.0% of cost of Gold+ Plan medical premium as determined by the Fund PLUS the difference in cost between the 2024 premium for the Platinum Plan and the 2024 premium for the Gold+ Plan.			

(b) VISION PLUS Plan

Monthly Premiums

<u>Effective Date</u>	<u>Single</u>	<u>Single + Spouse</u>	<u>Single + Child(ren)</u>	<u>Family</u>
03/01/22	\$6.97	\$12.65	\$13.27	\$20.48
01/01/23	\$6.97	\$12.65	\$13.27	\$20.48
01/01/24	Increase in vision premium as determined by Fund			

Employee Co-Premium

Effective March 1, 2022, Employee pays ten percent (10.0%) of cost of premium for all levels of coverage – Single, Single + Spouse, Single + Children, Family.

Effective November 1, 2023, Employee pays eight percent (8.0)% of cost of premium for all levels of coverage – Single, Single + Spouse, Single + Children, Family.

Based on the foregoing, employees’ weekly deduction from their paychecks will be as follows:

<u>Employee deduction</u>	<u>Single</u>	<u>Single + Spouse</u>	<u>Single + Child(ren)</u>	<u>Family</u>
Effective 03/01/22	\$0.16	\$0.29	\$0.31	\$0.47
Effective 01/01/23	\$0.16	\$0.29	\$0.31	\$0.47
Effective 11/01/23	\$0.13	\$0.23	\$0.24	\$0.38
Effective 01/01/24	8.0% of cost of Vision Plus premium as determined by the Fund			

(c) Life Insurance and Accidental Death & Dismemberment (AD&D) Insurance

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

Monthly Premiums
Life (\$20,000) and AD&D (\$20,000)

<u>Effective Date</u>	<u>Single</u>
03/01/22	\$3.80
01/01/23	\$3.80
01/01/24	Increase in Life and AD&D premium as determined by Fund

(d) DENTAL INSURANCE – CIGNA PPO Plan

Monthly Premiums

The Employer shall contribute the monthly sums stated below for all eligible employees who elect the foregoing coverage:

<u>Effective Date</u>	<u>Single</u>	<u>Single + Spouse</u>	<u>Single + Child(ren)</u>	<u>Family</u>
03/01/22	\$32.78	\$80.90	\$78.11	\$112.39
01/01/23	\$32.78	\$80.90	\$78.11	\$112.39
01/01/24	Increase in dental premium as determined by Fund			

Employee co-premium. The employee will pay seven dollars (\$7.00) per month (\$1.62 per week) if electing single coverage.

The employee will pay twenty-three dollars (\$23.00) per month (\$5.31 per week) if electing single + spouse coverage, single + child(ren) coverage, or family coverage.

Section 4. The Employer will submit the entire contribution for the insurance coverages described in Section 3 above, to the Fund on a monthly basis on behalf of all eligible employees.

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

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

Section 5. The Employer will continue to make monthly contributions on behalf of eligible employees who are on seasonal layoff (that is, Christmas break, Spring break, summer layoff).

Section 6. The Employer agrees to pay the premium cost of the employee’s health insurance when the employee is on an approved leave of absence due to illness, including occupational illness or injury for a maximum period of up to nine (9) months. The employee

must pay the employee share of the premium while on leave. The Employer will also comply with the provisions of the Family and Medical Leave Act.

Section 7. Healthcare Engagement

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 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 23 – 401(k) SAVINGS PLAN

All employees will be eligible to participate in Sodexo's 401(k) Employees' Retirement Savings Plan and Trust in accordance with the Plan's provisions.

The Union will have the right to reopen the contract if the 401(k) benefits decrease, limited to those who are actually impacted by the decrease.

ARTICLE 24 – FUNERAL LEAVE

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

grandparents, current stepparents, stepchildren, grandchildren and domestic partners.

ARTICLE 25 – UNIFORMS

Section 1. The Employer shall supply all regularly scheduled full-time employees with five (5) required uniform shirts and part-time employees with three (3) required uniform shirts which will be replaced one-for-one on an as-needed basis.

The Employer will reimburse full-time employees up to one hundred and sixty dollars (\$160.00) once a year towards the purchase of pants and safety shoes. The Employer will reimburse part-time employees up to one hundred and twenty dollars (\$120.00) once a year towards the purchase of pants and safety shoes. Employees must provide receipts for reimbursement. The Employer will designate the color and style of pants to be purchased by employees.

Safety shoes will be purchased from the Employer's safety shoe vendor(s).

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

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

ARTICLE 26 – MEALS AND REST PERIODS

One (1) unpaid one-half (½) hour meal period is provided all regular employees whose shift covers two regular student meal serving periods.

Two (2) ten minute (10) minute refreshment breaks are permitted during each full shift defined as six (6) hours. Employees, who work at least one (1) hour of overtime beyond eight (8) hours in a day, will be entitled to one (1) additional ten (10) minute paid break. Employees will receive one (1) paid ten (10) minute break for each four hours of scheduled work.

Meals and refreshments during scheduled meal periods and rest breaks are provided to employees at no cost. Meal and refreshment breaks are scheduled by the employee's immediate supervisor.

ARTICLE 27 – JURY DUTY

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

jury duty in any twelve (12) month period.

ARTICLE 28 – LEAVES OF ABSENCE

Section 1. Personal Leave. Upon written notice to the Employer, an employee with at least one (1) academic year of service may apply for an unpaid personal leave of absence of up to sixty (60) calendar days. An employee must submit a written request at least thirty (30) calendar days in advance; however, the Employer will consider exceptions for unforeseen circumstances. The application shall specify the reason and the requested length of time for leave. 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. Union Leave. In the event an employee is hired or appointed to short-term employment with the Union, the employee shall be allowed to take leave, subject to the Employer's legitimate business needs. The Employee shall give a minimum of fourteen (14) calendar day notice of such request. Such leave shall not exceed two (2) years. No more than one (1) employee from the bargaining unit may be on such leave at a time. During the period of such leave of absence, an employee will not accrue seniority, nor will the Employer have any obligation for continuation of benefits as specified elsewhere in this Agreement.

Section 3. Military Leave. 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. FMLA and Medical Leave. The Employer shall administer all leaves in accordance with the Family and Medical Leave Act (FMLA) and applicable state law regarding leaves.

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

Section 5. An employee returning from FMLA/Medical Leave/Union leave, or a personal leave of sixty (60) days or less, shall be entitled to reinstatement to his/her position, hours, and work unit unless the position has been eliminated or modified as a result of layoffs or other legitimate business needs. In such event, the employee may use their seniority as provided for in Article 11, Seniority.

Section 6. 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 except as otherwise provided for in Article 22, Insurance, Section 1(e).

ARTICLE 29 – GRIEVANCE PROCEDURE

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

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

Step 1: The parties share a common goal of attempting to resolve most matters informally without resort to the grievance process. Toward this end, the parties will attempt to address issues promptly as they arise. Any grievance shall be submitted in writing to the General Manager within ten (10) calendar days of its occurrence or of the date when the employee or the Union first became aware of the circumstances giving rise to the alleged grievance. The grievance shall set forth the alleged facts of the grievance, the specific Article(s) and Section(s) alleged to have been violated, and the remedy that is being sought.

After receiving the written grievance, the General Manager or designee, representatives of the Union, the shop steward, and the employee or employees involved, will meet to discuss the grievance within seven (7) calendar days of receipt of the written grievance.

The General Manager shall provide a written response within seven (7) calendar days after the meeting.

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

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

Section 3. Arbitration: If the grievance cannot be satisfactorily adjusted at Step 2, the matter may be referred by the Union for final decision and determination to an impartial arbitrator. A request for arbitration shall be filed in writing with the American Arbitration Association (AAA) no later than thirty (30) calendar days following the receipt of the written Step 2 answer, or the conclusion of grievance mediation, whichever is applicable. Both the Employer and the Union agree to be bound by the rules and regulations of the American Arbitration Association.

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

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

Section 4. The time constraints that refer to any step of this procedure may be extended by mutual written agreement of the Employer and the Union. Any reasonable request made before the expiration of the time limit to be extended shall be honored by the Employer and the Union.

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

Section 5. 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.

ARTICLE 30 –TEMPORARY TRANSITIONAL DUTY PROGRAM

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

Section 2. Prior to offering a Temporary Transitional Duty assignment to an employee, the Company will give the Union seven (7) calendar days' notice of the proposed position and modifications. If the Union objects to the assignment for good cause, the Company will delay implementation of the proposed assignment for up to 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 Company may proceed with the implementation of the assignment and the Union may pursue the matter through the grievance and arbitration procedure.

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

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

ARTICLE 31 – NOTICE OF INTENTION TO LEAVE

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

ARTICLE 32 – WORK BY SUPERVISORS

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

ARTICLE 33 – 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 34 – TOTAL AGREEMENT

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.

ARTICLE 35 – DURATION

This Agreement shall be in full force and effect as of **November 1, 2021** and shall be in effect up to and including **October 31, 2024** and thereafter from year to year unless either party shall give at least sixty (60) days' prior written notice before any expiration date of this Agreement to the other party of its desire to modify or change this Agreement.

SIGNED ON BEHALF OF:

**SDH Education East, LLC,
Sodexo Campus Services at
Bryant University
Smithfield, Rhode Island**


Harold J Taegel (Dec 21, 2021 10:16 EST)

**Harold J. Taegel
Senior Director, Labor Relations**



Ralph Eddy, District Manager

Date: _____

SIGNED ON BEHALF OF:

**United Service and Allied Workers of
Rhode Island (USAW RI)**



**Karen McAninch
Union Representative**

Date: _____

APPENDIX “A” – CLASSIFICATIONS AND WAGES

Section 1. Classifications and contract hourly rates of pay will be as follows:

<u>Classifications</u>	<u>+\$1.00 Effective 11/01/21</u>	<u>+\$0.65 Effective 11/01/22</u>	<u>+\$0.75 +Effective 11/01/23</u>
Cooks & Bakers	\$21.00	\$21.65	\$22.40
Receiver	\$19.68	\$20.33	\$21.08
General Kitchen	\$19.15	\$19.80	\$20.55
Cashier/Server	\$19.15	\$19.80	\$20.55
Catering Attendant	\$18.87	\$19.52	\$20.27
General/Server	\$18.59	\$19.24	\$19.99
General/Utility	\$18.38	\$19.03	\$19.78

Section 2. Red-circled employees. Employees receiving an hourly rate of pay above the rate of pay for their classification will be considered “red-circled”, and will receive general wage increases as follows:

Effective November 1, 2021	\$1.00 per hour
Effective November 1, 2022	\$0.65 per hour
Effective November 1, 2023	\$0.75 per hour

Section 3. Retroactive wage payment. In addition to the wage increases provided for in Sections 1 and 2 of this Appendix “A”, all employees who were employed as of November 1, 2019 and who have remained continuously employed as of October 31, 2021, will receive one dollar (\$1.00) per hour for all hours worked and paid between November 1, 2019 through October 31, 2021. This payment will be made in a separate check and will include the standard legal deductions.

Section 4. Pots and Pans. Employees who clean pots and pans for two (2) or more hours on any workday will receive fifty cents (\$0.50) per hour premium for all hours performing such duties.

Section 5. Lead Employee. When assigned by management to lead responsibilities for a classification, an employee will receive twenty-five cents (\$0.25) per hour above the classification rate of pay.

Effective January 1, 2022, lead employees will receive one dollar (\$1.00) per hour above the classification rate of pay.

Section 6. Newly-hired employees. Newly-hired employees will receive the following wage progression:

Start	\$2.00 per hour below classification rate of pay
After 1 year	\$1.00 per hour below classification rate of pay
After 2 years	Classification rate of pay

HJT
HJT

KM
KM

Section 7. Split Shift Premium. Employees who work a split shift (defined as two shifts on the same day where the start time for the second shift is at least two (2) hours following the end of the first shift) will receive an additional fifty cents (\$0.50) per hour premium for all hours worked on that work day.

Section 8. Catering. Employees not classified as catering attendant who are assigned to catering functions for four (4) hours or more on any work day, will receive an additional twenty-five cents (\$0.25) per hour for such work. This will not apply to meal exchanges.

Section 9. Any employee who works in a higher classification for a minimum of two (2) hours shall receive twenty-five cents (\$0.25) per hour above the employee's current rate of pay or the rate of that higher classification, whichever is greater for the hours so worked. An employee temporarily assigned to work in a lower paid classification shall retain their rate. Such work will be assigned as determined by management. An employee who bids on and accepts, or bumps into a lower paying job shall be paid the rate corresponding to the job accepted.

Section 10. Any employee who receives a promotion to a higher classification shall receive twenty-five cents (\$0.25) per hour above the employee's current rate of pay or the rate of that higher classification, whichever is greater.

SIDE LETTER OF AGREEMENT

SDH Education East, LLC, Sodexo Campus Services at Bryant University, Smithfield, Rhode Island (“the Employer” or “the Company”) and United Service and Allied Workers of Rhode Island (“the Union” or “USAW RI”) are parties to a collective bargaining agreement that is effective from **November 1, 2021** through **October 31, 2024**.

As a result of the negotiations between the Employer and the Union that resulted in the aforementioned collective bargaining agreement, the parties have agreed to the following:

1. **Article 17, Wages, Section 4.** As of November 1, 2021, there are no plans for the Employer to introduce an electronic pay card and eliminate paper paychecks at Bryant University. Should the Employer decide to eliminate paper paychecks, and provide as an option to direct deposit, an electronic pay card (debit card with net pay loaded on each payday), the Employer will give the employees and Union at least two (2) months’ notice, and will, upon request from the Union, meet with the union to discuss the effects of this decision.
2. **Article 15, Labor-Management Committee.** The labor-management committee may address the following subjects:
 - The Employer purchase of clothing items other than pants and safety shoes as provided for in Article 25, Uniforms.
 - A method for more equitably rotating overtime among qualified and available employees.
 - Whether employees are to be paid for their entire scheduled shift in circumstances where employees are released from work by the Employer prior to the end of their scheduled shift due to impending severe weather conditions that occur during normal shutdown periods.

SIGNED ON BEHALF OF:

**SDH Education East, LLC,
Sodexo Campus Services at
Bryant University
Smithfield, Rhode Island**


Harold J Taegel (Dec 21, 2021 10:16 EST)

**Harold J. Taegel
Senior Director, Labor Relations**



Ralph Eddy, District Manager

Date: _____

SIGNED ON BEHALF OF:

**United Service and Allied Workers of
Rhode Island (USAW RI)**



**Karen McAninch
Union Representative**

Date: _____