

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**SDH SERVICES WEST, LLC
A subsidiary of Sodexo, Inc.**

at

DELTA AIRLINES BUILDING "C"

and

**UNITE HERE UNION LOCAL #17
AFL CIO**

FROM: MARCH 1, 2022 TO: FEBRUARY 28, 2025

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AGREEMENT

THIS AGREEMENT made and entered into on this 1st day of March 2022 by and between SDH Service West, Sodexo Corporate Services, hereinafter referred to as the "Employer" or the "Company", and the UNITE HERE UNION LOCAL #17, AFL-CIO, hereinafter referred to as the "Union."

WITNESSETH

WHEREAS, it is the desire of the parties hereto to enter into a Collective Bargaining Agreement for the purpose of maintaining harmonious and peaceful labor conditions and establishing methods for a fair and peaceful adjustment of disputes that may arise between the parties, both parties mutually pledging that they cooperate with each other in good faith in the enforcement of the terms of this Agreement so as to secure uninterrupted operation of the business and the Employer in rendering service to customers and patrons and continuous employment of the employees, and general stabilization;

NOW THEREFORE, in consideration of the mutual terms, promises, covenants and conditions herein contained it is agreed as follows:

ARTICLE 1 - UNION RECOGNITION

The Employer recognizes the Union as the exclusive bargaining agent for all employees working for the Employer at THE MINNEAPOLIS/ST. PAUL, DELTA AIRLINES OVERHAUL BASE (Bldg. "C") excluding all office clerical employees, guards, managers, assistant managers and all other supervisory employees

ARTICLE 2 - RESPECT AND DIGNITY

Local 17 and the Employer recognize that the workers in the hospitality industry are professional employees deserving of the highest regard. The Union, the Employer, the non-union and the Union employees will work together to honor the principles of respect and dignity. The parties and non-union and Union employees agree that the continued success and operation of this establishment is dependent upon their mutual respect for one another's work.

ARTICLE 3 - UNION MEMBERSHIP

Section 1. It shall be a condition of employment with respect to all employees of the Employer, who are within any job classification hereafter set forth and identified and in the bargaining group of the Union, that all said employees who are members of the Union on the effective date of this Agreement shall remain members of the Union or pay fees in lieu thereof; further, that any of said employees who are not members of the Union on the effective date of this Agreement shall, on or after the thirty-first (31st) day following the beginning of such employment, become and remain members in the Union or pay fees in lieu thereof.

Section 2. 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 Delta Airlines Building C are covered under a collective bargaining agreement between Sodexo and UNITE HERE. Sodexo is neutral on the subject of employees' decision to join or not join the Union. 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 _____."

Section 3. To simplify the Employer's and the Union's administration of this Section, the Employer shall upon the hiring of new employees provide each employee an application for union membership and dues check-off authorization form. The Employer shall remit the completed forms to the union monthly. All new employees shall be entitled to receive an unpaid fifteen (15)-minute orientation provided by the Union at the end of each new hire orientation session.

Section 4 - Union Visitation - A duly authorized representative of the Union will be permitted to visit the premises of the Employer at all reasonable times for the purpose of transacting any business for the Union. However, the representative shall first make their presence known to the unit manager or their assistant.

Section 5 - Union Stewards - The Employer recognizes the right of the Union to conduct an election or select from among the employees who are members of the Union a steward to handle such Union business at the Company where they are employed, as may from time to time be delegated to them by the Union. The name of such stewards shall be reported to the Employer.

Section 6 - Union Recognition and No Individual Agreements - The Employer recognizes the Union as the duly certified bargaining agent of those employees covered by this Agreement. The Employer agrees not to enter into any agreements or contracts with its employees, individually or collectively, which conflict with the terms and provisions of this Agreement.

Section 7 - Union Buttons - All employees shall be permitted to wear their official Union buttons and/or official steward buttons while on duty.

Section 8 - Bulletin Board and Newspaper Box - The Employer agrees to provide a space in which the Union may place a bulletin board for the posting of all Union communications in a conspicuous area frequented by employees. The Employer also agrees to provide a space for placement of a Union newspaper distribution box in a conspicuous area frequented by employees.

Section 9 - Copies of the Agreement - The Employer agrees to provide copies of the Collective Bargaining Agreement to all new hires along with the copies of any handbooks and/or work rules.

ARTICLE 4 – DEDUCTION OF UNION DUES

Section 1 The Employer shall deduct from the wages of employees covered by this Agreement, who have acquired thirty-one (31) days of seniority, the current Union dues, initiation fees or other required fees. The deduction as set forth herein above shall be deducted in equal installments from each pay period of the employee and remitted monthly to the Union. Such deductions shall be made from the wages of each employee who files with the Employer a written assignment authorizing such deduction, which assignment shall not be revocable by the employee for a period of more than one (1) year or beyond the termination date of this Agreement, whichever occurs first. The Union agrees to furnish the Company written notices of the amount to be deducted for initiation fees or dues.

Section 2 The Union shall hold harmless the Employer from any and all claims that may arise out of the Employer's compliance with this Article and Article 3, Union Membership.

Section 3 Voluntary Political Deduction. The Company shall deduct and transmit to the Treasurer of UNITE HERE TIP Campaign Committee the amount of contribution specified, at a flat dollar amount, for each payroll period or other designated period worked from the wages of those employees who voluntarily authorize such contribution at least seven (7) days prior to the next scheduled pay period, on the form provided for that purpose by the UNITE HERE TIP

Campaign Committee. These transmittals shall occur no later than the twenty-fifth (25th) day of the following month and shall be accompanied by a list setting forth as to each contributing employee his or her name, address, occupation, rate of PAC payroll deduction by the payroll or other designated period, and contribution amount. The parties acknowledge that the Company's costs of administration of this PAC payroll deduction have been taken into account by the parties in their negotiation of this Agreement and have been incorporated in the wage, salary and benefits provision of this Agreement. The Company shall send these transmittals and this list to: Treasurer, UNITE HERE TIP Campaign Committee, 275 Seventh Avenue, New York, NY 10001.

ARTICLE 5 - MANAGEMENT RIGHTS

Section 1 - Management Rights - All management functions and responsibilities which the Employer has not expressly modified or restricted by a specific provision of this Agreement are retained and vested in the Employer. More specifically, the right to employ, layoff, promote, transfer, assign work, schedule work, discipline and discharge employees for just cause is reserved by, and vested in, the Employer.

Section 2 - Discontinuance and Reductions - The Employer shall have the right to discontinue any department and reduce the personnel of any department provided, however, the Union and the affected employees shall be notified one (1) week prior to such action.

ARTICLE 6 - NO STRIKE/NO LOCKOUT

Section 1 - It is mutually agreed that there shall be no strikes or lockouts during the lifetime of this Agreement. It is also agreed that refusal of a member or members to cross a picket line sanctioned by the Minneapolis Regional Labor Federation shall not be construed to be a breach of this Agreement. The application of this section must be in conformity with the state and federal laws.

ARTICLE 7 - MINIMUM RATES

Section 1 - Minimum Rates - The minimum rates of pay for the job classifications covered by this Agreement are set forth in the Schedule of Wages in Appendix A.

Section 2 - Merit Pay - The minimum hourly wage rates for all covered employees under this Agreement shall be as listed on the attached wage schedule. It is understood that these are minimum hourly wage rates and the Employer in its sole discretion, in consideration of merit or otherwise, may pay in excess of same.

Section 3 - Wage Discrepancies - All wage discrepancy claims must be filed by employees within fifteen (15) days after receiving pay covering the period in which the discrepancy occurred. Payment of wage discrepancies shall be made retroactive for a period not to exceed one (1) year.

Section 4 - Combination Work - All combination work shall be paid for at the highest scale of wages for the work performed provided the work was for a two (2) hours or more.

Section 5 - New Job Classification - When the Employer establishes a new job classification, the Union shall be notified and the rate of pay for the new job classification shall be negotiated with the Union. If the parties fail to reach an agreement, the matter shall be pursued through the Grievance and Arbitration Procedures of this Collective Bargaining Agreement.

Section 6 - No Wage Reduction - No present employee shall suffer a wage reduction or be imposed with added hours through the effect of this Agreement, except as established by the Agreement itself.

Section 7 - Union Notification - The Employer agrees to notify the Union of all temporary and permanent openings and agrees to give all applicants referred by the Union equal consideration. The Union shall be notified monthly of all terminations and new hires of employees.

ARTICLE 8 - HOURS OF WORK

Section 1 - Standard Workweek - The work week for all employees covered by this Agreement shall consist of forty (40) hours per week with either:

- a) five (5) shifts per week (shifts to mean any hours worked in one [1] day), eight (8) hours per day
- b) four (4) shifts per week, ten (10) hours per day.

The provisions of this Section are not to be interpreted as a guarantee of work for any number of hours a day or days a week.

The "workweek" shall consist of a seven (7)-day payroll period beginning at Friday, 12:00am and ending at Thursday, 11:59pm. 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 shall have the right to determine the format in which employees record their time.

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

Section 2 - Days Off - Regular days off for all covered employees shall be consecutive.

Section 3 - Overtime Pay - Time worked by an employee covered by this Agreement in excess of eight (8) hours in any one (1) work day if working five (5) shifts per week, ten (10) hours in any one (1) work day if working four (4) shifts per week, or forty (40) hours in any one (1) work week shall be considered as overtime and shall be paid for at the rate of one and one-half (1 ½) times the regular hourly rate of pay.

Section 4 - Overtime Work -

- a. Scheduled Overtime - Overtime shall be offered first to the most senior employee in the appropriate job classification on the shift and shall be required of the least senior employee in the classification on the shift.
- b. Unscheduled Overtime - All employees shall be notified of the need for overtime work a minimum of one (1) hour in advance of normal completion of the shift whenever possible. The Employer may determine the number of employees necessary to perform the overtime and shall offer such overtime on the basis of classification seniority to those employees performing the work on the shift. Overtime shall be offered first to the most senior employee(s) and required of the least senior.

Section 5 - Report-In-Pay - Whenever an employee reports for work, as requested by the Employer, such employee shall be paid not less than four (4) hours pay.

Section 6 - Meetings - No employee shall be required to attend a department or staff meeting on their day off.

Section 7 - Work Schedules - All weekly work schedules shall be posted seven (7) days prior to the first day of the schedule.

Section 8 - Wages shall be paid by check, direct deposit or electronic money card, as determined by the Employer, subject to applicable law.

Employees shall be paid in accordance with the Employer's payroll system. The Employer will notify the Union at least sixty (60) days before any change is made.

ARTICLE 9 - SENIORITY

Section 1 - Definition - Seniority shall mean continuous length of service with the Company within the classifications that are covered under this Collective Bargaining Agreement.

Seniority shall be calculated from date of hire with the Company.

Section 2 - Probationary Period - Any new employee shall be employed on a thirty (30) calendar day trial or probationary period. After the trial period, the employee shall be placed on the seniority list with the date of the first day of the current employment period. The Employer may request two (2) additional thirty (30) calendar day extensions to the probationary period for cause.

Section 3 - Full-Time and Part-Time Definitions - Employee definitions will be as follows:

- a. Full-time - An employee who is regularly scheduled to work thirty (30) hours or more per week.
- b. Part-time - An employee who is regularly scheduled to work less than thirty (30) hours per week.
- c. On-Call - An employee who is called in to work as needed by the Employer and is not regularly scheduled.

Section 4 - Uses of Seniority - The Employer and the Union agree to recognize Seniority in the following areas:

- a. Scheduling of vacation time by classification.
- b. Scheduling of overtime work and requiring in reverse order by classification. Refer to Article 7, Section 4.
- c. Scheduling of holidays by classification; provided that no employee will be required to work on a sixth (6th) or seventh (7th) consecutive day if other employees in the classification have worked fewer days in the week.
- d. Scheduling of open shifts within the classification.

- e. Promotion or transfer to new job openings using date of hire seniority provided the employee is able to perform the work. Employees may fill job vacancies in another job classification on a trial basis for up to thirty (30) calendar days, during which time they will be allowed to return to their previous job classification, if they so desire, with the benefit of full seniority in the job classification to which they return. The Employer shall have the right to return the employee to their previous job classification for up to thirty (30) calendar days for inability to perform the duties in the new classification after adequate job training. The employee shall retain all seniority rights in the classification to which they are returned.

Section 5 - Seniority List Posting - A complete seniority list of all employees shall be submitted to the Union within ten (10) days after execution of this Agreement and said seniority list shall be posted in a conspicuous place and updated quarterly to the Union.

Section 6 - Job Postings - All vacancies in employment at the Employer's locations shall be posted on a bulletin board in a conspicuous place covered by this Agreement for five (5) consecutive working days. Such vacancies shall be filled on the basis of seniority of those employees working in the job classification. If the Employer is unable to fill the vacancy using employees within the classification, employees shall be placed in these vacancies on the basis of their overall Company seniority, providing they are able to perform the work. Management shall post notification to the employees, informing them of which employee/employees have been awarded such vacancies. The company may advertise openings immediately.

Section 7 – Bumping - Bumping shall not be permitted except in cases of reduction in hours, layoff or return from leave of absence.

Section 8 - Loss of Seniority - The term continuous service wherever used in this Agreement is the period of time that begins with the employee's date of hire. If such service is broken by any of the reasons listed below, continuous service shall commence with the employee's most recent hiring date.

An employee's seniority shall be broken if they:

- a. Voluntarily quits, or
- b. Is discharged for just cause, or
- c. Has been laid off for a period of one year, or
- d. Fails to notify the Employer within seven (7) calendar days of receipt of registered letter that such employee intends to return from layoff within fourteen (14) calendar days or an earlier time acceptable to the Employer or fails to report for work within fourteen (14) days after being notified by the Company of recall by registered letter, or
- e. Fails to return from an approved leave of absence, or
- f. Takes a leave of absence to accept gainful employment elsewhere, or
- g. Is absent for two (2) consecutive workdays without reporting to the Company the reasons for the absence, or

- h. Is absent beyond the leave of absence period granted due to an illness or disability except in case of injury on the job for which Workers' Compensation benefits are being paid.

Section 9 - Reduction of Hours - When full-time or part-time employees hours are reduced, seniority on the basis of date of hire with the Company shall prevail; provided, employees who are regularly scheduled to work thirty (30) hours a week or more and who are facing a reduction in hours shall be able to assume any available hours of less-senior employees in any equal or lower classification.

Section 10 - For purposes of defining the higher classifications versus the lower classifications, the following shall be considered the order of highest classification to the lowest classification for purposes of seniority:

Cook
Grill Cook
FSW/Cashier

ARTICLE 10 - DISCIPLINE AND DISCHARGE

Section 1 - Discipline - The Employer has the right to maintain discipline including the right to suspend or discharge employees. Discipline shall be for just cause only.

Section 2 - Progressive Discipline - The Employer and the Union agree that progressive discipline will normally be in the following form:

- a. First Written Warning
- b. Second Written Warning
- c. Final Written Warning with possible suspension up to three (3) days
- d. Suspension pending investigation and decision to discharge

Provided, however, in the case of intoxication on duty, theft or a more serious violation of the Employers rules, the above progressive discipline need not apply.

Section 3 - Written Notices - Written reprimands, notices of suspension and notices of discharge which are to become part of the employees file shall be read and signed by the employee. Such signatures shall in no way be an admittance of wrongdoing on the part of the employee. A copy of such reprimands and/or notices shall be promptly given to the employee and mailed or faxed to the Union.

Section 4 - Suspension and Discharge - All suspensions and discharges will be in written form and copies will be mailed to the Union immediately upon issuance of such notices. Discharges will be preceded by a suspension during which an investigation of the incident leading to the discharge will be conducted.

Section 5 - Disciplinary Meetings - In the event a meeting is held for disciplinary purposes, the affected employee shall have the right to have a Union steward and/or Union representative present.

Section 6 - Rules and Regulations - Employees shall observe the rules and regulations established by the Employer, whether printed or posted, not inconsistent with the terms of this

Agreement. All rules will be printed and given to each new employee. Furthermore, the rules will be posted in a conspicuous place on the bulletin board and copy of such given to the Union.

Section 7 - Warning Notices - In any disciplinary proceeding, the Employer may not consider and/or utilize any material adverse to the employee that occurred more than twelve (12) calendar months prior to the current disciplinary action.

Section 8 - Personnel Files - The Employer shall, on a semi-annual basis, upon the request of an employee, permit that employee to inspect such employee's personnel file on their own time.

ARTICLE 11 - GRIEVANCE PROCEDURE AND ARBITRATION

Section 1 – Procedure - Disputes concerning the application or interpretation of this Agreement shall be submitted to grievance and arbitration in accordance with the following procedure:

Step 1 - The employee and/or Union representative shall take up the matter with the Unit Manager within fourteen (14) calendar days of the occurrence complained of. In cases of discharge the grievance must be presented in writing within fourteen (14) calendar days. If no settlement is reached within ten (10) calendar days after the occurrence complained of, the matter may be referred within ten (10) calendar days thereafter to Step 2 of the procedure.

Step 2 - A Union representative shall refer the matter in writing to the Employer's District Manager. If the matter is not settled at this step within ten (10) calendar days of referral, it may move to arbitration within ten (10) calendar days.

Section 2 - Selection of Arbitrator - If the matter is referred to arbitration, the parties will select an arbitrator according to the following procedure: The parties shall request a list of seven (7) arbitrators from the FMCS. The arbitrator will then be selected by the parties alternately striking off names from the list until one remains. The selection shall be made within thirty (30) days after the receipt of the list of arbitrators. Either party, while awaiting the services of an arbitrator shall have the right to request the services of a mediator for the purposes of attempting to reach a settlement on the arbitrable issue prior to arbitration. The parties agree to use the services of FMCS.

Section 3 - Expenses and Limitation of Arbitrator - Expenses will be shared equally by the Employer and the Union. The arbitrator shall be bound by the terms of the contract and shall not be empowered to add to or subtract from said terms. The decision of the Arbitrator shall be final and binding on the Employer, the union and the employee(s) involved.

ARTICLE 12 - LEAVES OF ABSENCE

Section 1 - Medical and Family Leave - Employees who have completed their probationary period shall be granted unpaid personal medical leave for up to one (1) year when they are unable to perform the functions of their position. Such employees shall also be granted up to twelve (12) weeks of family leave when they are needed to care for a son, daughter, spouse or parent with a serious health condition. If medically necessary, medical leave may be taken on an intermittent or reduced schedule basis.

Medical certification shall not be required for illness or injuries requiring medical leaves of up to three (3) days duration. For longer leaves, the Employer may require medical certification to support a claim for medical leave for an employee's own serious health condition. For medical leaves in excess of thirty (30) days, employees shall be required to submit periodic medical certifications for each successive thirty (30) day period.

Employees ready to return to work from a personal medical leave in excess of three (3) days shall furnish the Employer medical certification that they are physically able to perform the duties of their job. The Employer will have up to seven (7) days after such notification in which to reinstate the employee.

Section 2 - Parenting Leave - Employees shall be granted up to twelve (12) weeks unpaid parenting leave in connection with the birth, adoption or placement of a child in foster care. When possible, employees shall give the Employer at least thirty (30) days notice before the date such leave is to begin.

Section 3 - Military Leave - Any full-time or part-time employee who enters the Armed Forces of the United States shall have the right to reinstatement to their former position as may be required by law.

Section 4 - Leaves for Personal Reasons - Any employee with six (6) months of service or more desiring a leave of absence from the job because of extraordinary personal or family circumstances must first secure written permission from the Employer. The Employer shall give copies of such permission to the employee and the Union prior to the leave. The Employer shall not be expected to grant a leave of absence that will interfere with the Employer's operations. Leaves of absence shall be without pay. The employee shall report to work promptly after the leave has expired. Seniority shall not continue to accrue during the leave, but previously accrued seniority shall be retained.

Section 5 - Return from Leave - Any employee returning from an authorized leave as above shall return to their previously held job classification and shift (hours and days), provided that neither have been abolished and the employee is qualified.

In the event the shift, but not the job classification, has been abolished and cannot be re-established, the employee may bump into a shift commensurate with their accrued seniority.

In cases of medical leave of less than sixty (60) days, the employee will be reinstated into their original classification. In case of medical leave exceeding sixty (60) days, the employee will be reinstated in the best possible position based on the Employer's needs.

Section 6 - Leave of Absence Replacement - Employees working in the position of an employee on a leave of absence shall be returned to their former classification, shift and workdays upon the return of the employee from leave. In the event the former classification or shift (hours and workdays) no longer exists and cannot be re-established, the employee may bid on any open job

or they may bump any junior employee, in any equal or lower classification, provided they are able to perform the work.

Section 7 - Union Business - The Employer agrees to grant the necessary time off without pay to any employee designated by the Union to attend a labor convention or to serve in any capacity or other official Union business. No more than one (1) employee may be absent under this section at one time, provided the needs of the service allow, unless the Employer agrees to grant additional employees time off by giving prior approval of at least one (1) week.

Section 8 - Leave Benefits - In the case of parenting, family and medical leaves, the Employer shall make sufficient group health insurance contributions to pay for the employee's group insurance coverage for up to twelve (12) weeks of leave. Said leave benefits shall be calculated on a rolling year. The Employer shall make available group health insurance to employees at their own expense for any portion of a parenting or medical leave in excess of twelve (12) weeks.

In the case of other leaves which would otherwise result in loss of group health insurance coverage, the Employer shall make available group health insurance to employees for the duration of the leave at their own expense.

Employees shall retain pre-leave seniority and shall accrue seniority during all authorized leaves other than personal leaves. Employees shall retain pre-leave seniority, but shall not accrue seniority during personal leaves in excess of thirty (30) days. Failure to return to work after an authorized leave of absence shall result in complete loss of seniority rights.

Employees shall not accrue vacation during leaves in excess of thirty (30) days.

The Employer may attempt to recover the cost of medical premiums paid during a covered leave of absence should the employee fail to return to work as provided for under the Family Medical Leave Act.

Section 9 - Coordination with Applicable Laws - The Union and the Employer agree to follow all Federal, state and local laws, regulations and guidelines with respect to the administration of all Leaves of Absence. Where the provisions of this Agreement are more favorable to the employee than those provided under law the terms of this Agreement shall prevail.

Section 10 - Funeral Leave - If a death occurs in the immediate family of any full-time employee (parents, grandparents, spouse, children, brothers and sisters, grandchildren and parent of current spouse) the Employer will grant a maximum of three (3) normal working days off with pay. In addition, in the case of death of a parent of the employee's current spouse, the Employer will grant one (1) normal work day off with pay.

Section 11 - Jury Duty - An employee covered by this Agreement who is required to report for jury service on a day when they normally would have been scheduled to work shall be paid the difference between the fee received for such service and their regular pay at straight time rates up to twenty (20) days in any twelve (12) month period. To become eligible for such payment, the employee must inform their supervisor, in writing, of the call to jury service within seventy-two (72) hours (exclusive of their regular days off) of receipt of the official notification and then must furnish to the Employer a statement of jury service from the Clerk of the Court. Employees shall receive holiday pay according to the holiday Article of this Agreement.

ARTICLE 13 - PAID SICK LEAVE

Section 1 - Sick Leave Pay - Employees who have completed the probationary period and are absent because of illness will be eligible to receive paid sick leave at their regular rate of pay.

Section 2 - Accrual - Sick leave benefits for employees shall be accrued at the rate of .0385 hours of sick time per hour paid to a maximum of 80 hours per year.

Section 3 – Eligibility - To be eligible for benefits under this Article, employees who are absent must notify the Employer at least one (1) hour before the start of their regularly scheduled work day, unless proper excuse is presented of the employees' inability to call. Upon proper notification, sick leave shall commence with the first (1st) day of illness for employees.

If an employee has sick days available, and the employee is off work as a result of illness, then the employee will receive a paid sick day for that day.

Section 4 - Physician's Statement - The Employer may require written certification of a physician or other proof of illness or injury when an employee is absent more than (2) days. In cases of excessive absenteeism, the normal two-day exemption may be waived by the Employer.

Section 5 - Accumulation Limits - Employees shall accumulate sick leave from year to year up to a maximum of three hundred and twenty (320) hours.

Sick Hours are not paid out upon termination.

Section 6 - Employees who complete a calendar year of service without using any sick leave may request at year end a pay-out of earned sick leave up to a maximum of forty (40) hours at their regular rate of pay with the remaining balance to be added to their accrued accumulation.

Section 7. During the life of this agreement, should the Employer be able to automate the tracking of sick time, the parties agree to meet for the sole purpose of establishing sick leave accrual amounts in Section 2 of this Article that facilitate the automation process.

ARTICLE 14 - MEALS, LAUNDRY AND LOCKERS

Section 1 - Uniforms - The Employer shall furnish five (5) sets of uniforms to full time employees and two (2) sets to part time employees. The employee is responsible for proper care and maintenance of uniforms. Employee shall adhere to appearance policy. Employees shall be reimbursed at the rate of four dollars cents (\$4.00) per week for care and maintenance of uniforms, if the Employer does not maintain the uniform. All uniforms remain company property and shall be returned in clean and usable conditions at termination. Employer agrees to replace uniforms as needed. The Employer agrees to provide slip resistant footwear which shall be selected by the Employer from the company approved vendor list. If an employee chooses a different shoe, they will pay the difference between the Employer's choice and their choice for any dollar amount in excess of fifty dollars (\$50.00).

Section 2 - Lockers - The Employer agrees to provide adequate locker facilities.

Section 3 - Meals - All employees shall be provided without charge or wage deductions two (2) meals for each full eight (8) hour day of employment, or one (1) meal for each four (4) hours of employment per day. Employees shall be allowed a regularly scheduled meal period of thirty (30) minutes. The thirty (30) minute meal period shall be on the employee's own time. The second meal is to be eaten either before commencing or after completing their shift. It is recognized that, wherein meals are provided by the Employer at no cost to the employee and eaten on the

premises, it is a necessary condition to the maintenance of proper service to the patrons and convenience as well as economy of operation to the Employer.

Section 4 - Breaks - One ten (10) minute break per four (4) hours of work will be allowed. In the case of overtime expected to exceed two (2) hours, affected employees shall be allowed a ten (10) minute break at the beginning of the overtime shift and an additional ten (10) minute break per four (4) hours of overtime work.

Section 5 - Safety Equipment - The Employer agrees to provide without charge to employees, appropriate safety equipment.

ARTICLE 15 - HOLIDAYS

Section 1 - Holidays Observed - The following shall be recognized as holidays with straight-time pay:

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

If a holiday falls on a Saturday, Friday will be recognized as the day for holiday pay. If the holiday falls on Sunday, Monday will become the recognized holiday. If you do not work, the day will be at straight time for a regular shift.

Section 2 - Holidays Worked - All employees who work on a holiday shall be paid straight time for the number of hours regularly scheduled, plus time and one-half (1 ½) for the number of hours actually worked on the holiday.

Section 3 - Holidays Not Worked - All employees shall receive holiday pay for the above listed holidays. Employees regularly scheduled to work less than thirty (30) hours per week shall have their holiday pay based on their regularly scheduled hours worked per week divided by five (5).

Section 4 – Eligibility - The employee must have worked the last regularly scheduled workday prior to and the first regularly scheduled workday following the holiday to be eligible for the paid holiday, unless otherwise excused by management.

Section 5 - No Disqualification - An employee shall not be disqualified for holiday pay if failure to work the last scheduled workday preceding the holiday or the first scheduled workday following the holiday or the holiday itself is due to:

- a. Layoff from work when notification of such layoff occurs within the seven (7) day period immediately preceding the holiday.
- b. Death in the employee's immediate family; within the meaning of the Funeral Leave Article.
- c. Jury duty which requires the absence of the employee.
- d. Illness or accident which occurs on any of such days and prevents the employee from continuing work. Abuse of this section will result in disqualification.

- e. Emergency conditions occurring which prevent the employee from working all or part of such days, provided the employee has been excused by management.

Section 6 - Holiday During Vacation Period - If any of said holidays occurs during an employee's vacation, the employee shall be entitled to an additional day of vacation.

Section 7 - No Duplication of Premium Pay - There shall be no pyramiding of premium pay; and where more than one premium might be due, only the highest will be paid.

Section 8 - Computation of Overtime - Holiday pay shall be considered hours worked for computation of weekly overtime.

ARTICLE 16 - VACATIONS

Section 1 - Scheduling Vacation Periods - Eligibility for vacations will be computed as of the annual anniversary date of each employee's most recent hiring. Vacations may be scheduled throughout the year but must be at a time consistent with Company operating requirements.

Vacations will be scheduled one (1) time per year by bargaining unit seniority. Vacation scheduling requests will be distributed during the first week of January each year, and are due by February 15th.

Employees will be notified concerning their vacation request by March 1st. Vacation requests received after March 1 will be on a first come, first serve basis. Seniority shall prevail on simultaneous vacation requests. Vacation pay may be used for unpaid time off with the approval of management. Employees will receive notification of the status of their post-March 1st request within ten (10) days of the receipt of the request.

Section 2 - Amount of Vacation - Full-Time - All employees regularly scheduled to work thirty (30) hours or more per week shall receive paid vacations according to the following schedule based on anniversary year eligibility: Full-time employees' vacation pay shall be pro-rated only in the case of non-medical leaves of absence exceeding one month or layoffs exceeding three months.

<u>Upon Completion of:</u>	<u>Amount of Vacation</u>
One (1) year through four (4) years	Two (2) weeks
Five (5) years through nine (9) years	Three (3) weeks
Ten (10) years or more	Four (4) weeks

Section 3 - Amount of Vacation - Part-time - All employees regularly scheduled to work less than thirty (30) hours per week shall have their vacation pay pro-rated based on the employee's average number of hours worked in the preceding twelve (12) month period, including hours paid for vacation. Part-time employees shall accrue vacation on the same schedule of earned weeks as full-time employees.

Section 4 - Terminated Employees - Any employee whose employment is terminated for any reason shall be entitled to all unpaid vacation benefits as may be due such employee and shall receive such benefits as provided above immediately on severance of employment.

- a. Any employee who is employed for less than one (1) year and is terminated shall not be entitled to any vacation pay.

Section 5 - Lay-Off and Leaves - Lay-offs of less than three (3) months' duration or non-medical leaves of absence of less than one (1) month during the year shall not interrupt the continuity of seniority for the purpose of determining the amount of vacation for which any employee is eligible.

Section 6 - Rate of Vacation Pay - Employees shall receive vacation pay based on the employee's rate of pay at the time that the vacation is taken.

Section 7 - No Change in Scheduled Vacation - Once a specific request for vacation has been approved by the Employer, the approved vacation dates shall not be changed unless by mutual consent of the employee.

Section 8 - Vacation and Sick Balance - The Company will supply employees updated information on accrued vacation and sick time on a three (3) month basis.

Section 9. Vacation earned under this Agreement may be carried over from year to year to a maximum of:

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

Section 10. During the life of this agreement, should the Employer be able to automate the tracking of vacation time, the parties agree to meet for the sole purpose of establishing vacation leave accrual amounts in Section 2 of this Article that facilitate the automation process.

Section 11. Personal Days – Employees will be provided four (4) personal days as of January 1st each year which must be used no later December 31st of the same year. In the case of Personal Days, the employees shall give two (2) weeks' notice of their request for time off. Requests will not be unreasonably denied.

Employees can use personal days to conduct necessary personal business if unable to do so outside of their working hours provided it does not interfere with the Employer's operation.

An alternate date may be chosen upon mutual agreement by the Employer and employee. The Employer will respond within three (3) calendar days of receiving the request.

ARTICLE 17 - LAYOFFS AND RECALL

Section 1 - Lay-Off Notification - The Employer agrees to give employees affected by a layoff two (2) weeks' notice, if possible, or two (2) week's pay in lieu of such notice

Section 2 - Lay-Offs - In layoffs, employees may exercise their date of hire seniority to bump less senior employees in any equal or lower classification provided they are qualified to perform the work.

Section 3 - Notice of Recall - When an employee is notified at the time of layoff when they are to report back to work, they will promptly report at such time without further notice. When an employee is not notified at the layoff time when they are to report back to work, they shall be given fourteen (14) days' notice of the time to report back to work. Notice to report back to work shall be given by registered letter to the address furnished to the Employer by the employee. While

waiting for an employee to report back to work, the Employer may utilize any other available person to perform the work.

Section 4 - Transfers Due to Lay-Offs - In the event of a Lay-Off, the Employer will assist all affected employees in the identification of other Sodexo units within a geographic area identified by the employee, for the purpose of transferring or obtaining work in some other capacity. At the time of notification of a lay-off, the Employer will meet with each affected employee for the purpose of identifying the geographic area. After this meeting, the Employer shall provide a list with job openings within that geographic area.

ARTICLE 18 - NON-DISCRIMINATION

Section 1. During the term of the Agreement, there shall be no discrimination, interference, restraint or coercion by the Employer or the Union against any employee because of membership in this labor union, race, age, color, creed or sex. However, only duly authorized Union representatives may conduct Union activity on the college premises during working hours. He/She shall be restricted to the investigation of grievances or meeting with the Employer's officials or designated supervisory employees. This will be done at a time suitable to all parties.

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.

ARTICLE 19 - INSURANCE

The following terms shall govern the provision of health, dental, life and disability insurance benefits for each insurance plan year

Section 1. Standard Medical Plans. The Employer shall make available to eligible hourly employees in the bargaining unit the Standard Medical Plans generally made available to eligible hourly employees in the state and the division where the unit is located (the "Standard Medical

Plans”), in accordance with and subject to the terms and conditions (including the terms and conditions relating to eligibility of employees to participate) applicable to such plans.

Section 2. Eligibility to Participate. Each employee’s eligibility to participate in the Standard Medical Plans in each insurance plan year shall be determined on the basis of the employee’s hours worked or paid (as such hours are defined by the Employer with respect to the eligibility of employees generally to participate in the Standard Medical Plans) in the fifty-two (52) week period ending on the last day of the first payroll period in the October preceding the commencement of such insurance plan year, or such other date in October of each year as the Employer’s Corporate Benefits Department shall select (for example, the eligibility of employees to participate in the Standard Medical Plans in 2017 will be determined on the basis of the hours worked or paid in the fifty-two (52) week period commencing October 2, 2015 and ending September 29, 2016)

For purposes of determining an employee’s eligibility to participate in the Standard Medical Plans, an employee on FMLA or USERRA shall be deemed to have worked in each week of such leave the greater of (i) 30 hours or (ii) actual hours worked or paid. Employees who have been employed for less than one year as of the measurement date shall be classified as full-time or part-time in accordance with the procedures used by the Employer to classify partial-year employees under the Standard Benefits Plans. In no event will an employee’s classification or change in classification be effectuated in a manner that violates the Affordable Care Act (“ACA” or other applicable law.

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

Section 3. So long as the Employer offers the Standard Medical Plans in accordance with this Agreement, the Employer shall share with each eligible employee who elects to participate in a Medical Plan the cost of the premiums as follows:

Plan	Employer share Employee Only	Employer share Employee + Spouse/Domestic Partner	Employer share Employee + Child(ren)	Employer share Employee +Family
PPO	80%	80%	80%	80%
HRA	80%	80%	80%	80%

Plan	Employee share Employee Only	Employee share Employee + Spouse/Domestic Partner	Employee share Employee + Child(ren)	Employee share Employee +Family
PPO	20%	20%	20%	20%
HRA	20%	20%	20%	20%

The Employer shall deduct the net amount of the premium due from the Employee from each paycheck on a pre-tax basis.

Section 4. Premium Changes. Premiums for medical benefits may be adjusted by the Employer in accordance with the Employer’s policies and practices regarding the Standard

Medical Plans. The Employer's proportionate share of medical insurance premiums for subsequent insurance plan years shall be established as set forth in Section 3 of this Article.

Section 5. Waiver. By agreeing to participate in the Employer's Standard Medical Plans, the Union agrees that any dispute, grievance, question or controversy concerning the interpretation or application of the Standard Benefits Plans shall be determined and resolved in accordance with the procedures set forth in the applicable plan documents and shall not be subject to the grievance and arbitration provisions of this Agreement. The Union further agrees that the Employer, as Plan Sponsor of the Standard Medical Plans, has reserved the right to unilaterally amend, modify or terminate the Standard Medical Plans, in whole or in part, without bargaining with the Union over its decision to take such action. Upon request, the Employer will bargain with respect to the effects of a decision to terminate the Standard Medical Plans or to amend or modify the Standard Medical Plans in a manner that has a material adverse effect on the employees. This Section shall continue in effect following the expiration of this Agreement, until expressly terminated or superseded by written agreement of the Employer and the Union.

Section 6. Dental. Full-time employees may elect dental insurance coverage as provided by the Employer's non-standard dental plan. For employees who elect dental insurance coverage, the Employer will pay eighty percent (80%) of the cost of the premium for all levels of coverage; the employee will pay twenty percent (20%) of the cost of the premium through weekly payroll deductions.

Section 7 – Life Insurance. The Employer agrees to provide eligible full-time employees with group life insurance in the amount of five thousand dollars (\$5,000) with an additional five thousand dollars (\$5,000) in accidental death and dismemberment. This coverage is provided at no cost to eligible employees who elect to have this coverage by enrolling and designating a beneficiary. Eligibility for this coverage shall be the same as for medical coverage as specified in Section 2. Future full-time employees shall become eligible for this coverage on the first of the month following completion of ninety (90) days of employment.

Section 8. Short term Disability Insurance. Full-time employees may elect short-term disability insurance coverage as provided by the Employer's non-standard short-term disability plan. The short-term disability plan provides \$150.00 weekly benefits for up to 26 weeks, payable on the first day of off-the job accident or hospitalization, or the either day of illness. Employees who elect short-term disability coverage will pay forty percent (40%) of the premium, the employer will pay sixty percent (60%) of the premium.

ARTICLE 20 - 401 (k) PLAN

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

ARTICLE 21 –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 additional 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, unless a further extension is mutually agreed to in writing by the Employer and Union representatives. No Temporary Transitional Duty assignment may become permanent without the express written consent of the parties.

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

ARTICLE 23 - SAVINGS CLAUSE

If any sections of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal pending final determination as to its validity, the remaining provisions of this Agreement shall not be affected thereby, but shall continue in full force and effect. Provided, furthermore, the Union and the Employer agree to meet and confer within two (2) weeks of any ruling invalidating any Article, section or portion of this Agreement to negotiate a lawful provision on the same subject if practicable.

ARTICLE 24 - SUCCESSORS AND ASSIGNS

Section 1 - Binding on Successors - This Agreement shall be binding upon all successors to whom the Employer may transfer the business or any part thereof. The term "successor" includes purchasers, assignees, receivers, lessees, sub-lessees and any and all transferees similar to those herein listed.

Section 2 - Union Notification of Sale or Transfer - The Employer shall furnish the Union prompt and reasonable notice of any Agreement consummated to sell or transfer the business or any part thereof to another.

Section 3 - Successor of Notification - The Employer shall notify in writing any such successor of this Collective Bargaining Agreement, its binding effect upon such successor and furnish a copy of such notification to the Union.

Section 4 - Termination of Employer - It is understood and agreed that if Sodexo should terminate or have terminated its food service contract, all financial obligations of Sodexo under this Agreement shall be terminated as of the end of the last day on which Sodexo provides food service at the location covered by this Agreement.

Section 5 - Transfers Due to Closing - Employees with ten or more years of service, shall be allowed to transfer to any open positions at any other Sodexo location. Management shall post a list of available openings and assist such senior employees in transferring to a different facility if or when management determines this location will be closed.

ARTICLE 25 - TERM OF AGREEMENT

Section 1 - This Agreement shall commence on March 1, 2022 and continue in full force and effect up to and including February 28, 2025.

It shall be automatically renewed from year to year thereafter unless either party hereto shall serve notice in writing upon the other party by registered mail, return receipt requested, sixty (60) days prior to the expiration date of this Agreement, or any extension thereof.


IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written.

SODEXO CORPORATE
SERVICES DIVISION AT
DELTA AIRLINES BUILDING "C"


UNITE HERE
UNION, LOCAL #17 AFL-CIO


[Megan Gregor \(Nov 28, 2022 16:08 CST\)](#)

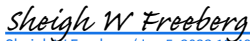
Megan Gregor
Director, Labor Relations


[Christa Sarrack \(Nov 28, 2022 16:16 CST\)](#)


Christa Sarrack, President


[Tony Madden \(Nov 28, 2022 16:35 CST\)](#)

Tony Madden
District Manager


[Sheigh W Freeberg \(Jan 5, 2023 10:48 CST\)](#)

Sheigh Freeberg,
Secretary Treasurer


[Rick Stoltz \(Nov 29, 2022 06:13 CST\)](#)

Rick Stoltz
General Manager

APPENDIX "A"

Section 1. The Contract rates shall be as follows:

	Effective 3/1/22	Effective 3/1/23	Effective 3/1/24
Cook	\$20.50	\$21.00	\$21.50
Grill Cook	\$18.00	\$18.50	\$19.00
FSW/Cashier	\$17.00	\$17.50	\$18.00

Section 2. General Wage Increase

Employees who are at or above the Contract Rate for their classification shall receive increases in the amount of:

Effective March 1, 2022 \$0.60
Effective March 1, 2023 \$0.50
Effective March 1, 2024 \$0.50

Section 3. Longevity Premiums

Employees shall receive a longevity premium, in addition to their base rate, based upon their years of service as follows:

10 years \$0.10
15 years \$0.15
20 years \$0.20
25 years \$0.30

Section 4. Effective Dates for Wage Increases

All wage increases shall be effective with the start of the pay period following the effective date of the increase.

SIDE LETTER

As a result of the negotiations that resulted in the aforementioned Agreement, the Employer and Union agreed to the following:

ARTICLE 16 – VACATION

Grandfathered employees with twenty-five (25) years of service or more as of February 28, 2022, shall continue to be eligible to receive five (5) weeks of vacation.


PENSION

Beginning on or around January 1, 2005, Sodexo provided contributions to the St. Paul Bar and Restaurant and On-sale Pension Fund. As a result of negotiations effective August 19, 2019, the Employer ceased all contributions to the St. Paul Bar and Restaurant and On-sale Pension Fund.

Effective August 1, 2019, employees became eligible to participate in the Employer's 401(k) plan.

SODEXO CORPORATE
SERVICES DIVISION AT
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[Megan Gregor \(Nov 28, 2022 16:08 CST\)](#)


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