

AGREEMENT

BY AND BETWEEN

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

at

**SEQUIM WASHINGTON SCHOOL DISTRICT,
503 NORTH SEQUIM AVENUE, SEQUIM, WA 98382**

AND

**SEQUIM KITCHENS UNITED, AN AFFILIATE OF PUBLIC SCHOOL
EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948**

EFFECTIVE DATES:

FROM: June 28, 2019

TO: June 27, 2023

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PREAMBLE

Section 1. This AGREEMENT made and entered into by and between SDH Education West, LLC, a subsidiary of Sodexo, Inc., at Sequim School District, 503 North Sequim Avenue, Sequim, WA 98382 (“Sodexo”, “Employer” or “Company”), and Sequim Kitchens United, an affiliate of Public School Employees of Washington/SEIU Local 1948 (“Union”), is for the purpose of providing a clear and concise document by which the parties can equitably establish a relationship within the meaning of the National

ARTICLE 1 – RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining representative with respect to wages, hours, and other terms and conditions of employment for all full-time and regular part-time food service employees of SDH Education West, LLC, a subsidiary of Sodexo, Inc., the Employer at Sequim School District, 503 North Sequim Avenue, Sequim, WA 98382. Excluded from the bargaining unit shall be, managers, confidential, clerical employees, professional employees, supervisors and guards, as defined in the National Labor Relations Act.

Section 2. The Employer and the Union further agree that Sequim School District student workers, and casual/substitute employees are excluded from the bargaining unit.

ARTICLE 2 – DEFINITIONS

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

Section 2. Part-Time Employee: A “part-time employee” is one who is regularly scheduled to work and who works an average of fewer than thirty (30) hours per week.

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

Section 4. Measurement Period: An employee’s status as full-time or part-time shall be determined on the basis of the employee’s average weekly paid hours during the fifty-two-week measurement period ending on the date in October and in each succeeding year as specified by the Employer’s Corporate Benefits Department. No employee shall fail to be classified as full-time due to time spent on FMLA, Military (USERRA) or Temporary Unit Closing (TUC) leave. Employees who have been employed for less than one year as of the measurement date shall be classified as full-time or part-time in accordance with the procedures used by the Company to classify partial-year employees under the Standard Benefits Plans.

Section 5. The term Local Chapter Officer as provided for in this Agreement shall mean an Officer(s) from Sequim Kitchens United, an affiliate of the Public School Employees of Washington/SEIU Local 1948.

Section 6. The term authorized representatives of the Union or Union representative as provided for in this Agreement shall mean a representative(s) from the Public School Employees of Washington/SEIU Local 1948.

ARTICLE 3 – RESPECT AND DIGNITY

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

ARTICLE 4 – NON-DISCRIMINATION

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

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

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

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

Section 4. Ethnic Diversity and Cultural Issues. The parties recognize the importance of creating an inclusive workplace where employees of diverse backgrounds can work and communicate effectively.

ARTICLE 5 – MANAGEMENT'S RIGHTS

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

Section 2. Except as modified by this Agreement, the Employer's right to manage its business shall include, but not be limited to, the right to hire, promote, demote, transfer, assign, and direct its work force; to discipline, suspend, or discharge; to retire or relieve employees from duty because of lack of work or other business-related reason; to determine and require standards of performance; to maintain discipline, order and efficiency; to determine operating standards, and operational and other policies; to

determine methods of time-keeping; to determine methods of payment and the frequency of those payments, to determine methods and procedures; to determine the quantity and type of equipment to be used; to increase or decrease the work force; to determine the number of departments and employees therein, and the work performed by them; to determine processes to be employed in the work place; to determine the number of hours per day or week individuals work and operations that shall be carried on; to establish and change work schedules, hours and assignments; to subcontract; to discontinue or relocate any portion or all of the operations now or in the future that are carried on at the facility covered by this Agreement; to schedule hours of work, including overtime; to add shifts or terminate existing shifts; to determine job content and classifications required; and to make and enforce all rules relating to work, operations, and safety.

ARTICLE 6 – UNION MEMBERSHIP

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

Section 2. Good standing membership in the Union for purposes of this Article means such membership in the Union through membership in SEIU Local 1948.

Section 3. In the event that Section 1 may not be lawfully applied, all employees shall be informed by the Employer of the existence of this Agreement. The parties agree that the following Joint Statement shall be read or provided to employees at new employee orientation and posted in the workplace: “All employees of Sodexo at Sequim School District, 503 North Sequim Avenue, Sequim, WA 98382 are covered under a collective bargaining agreement between Sodexo and SEIU Local 1948. 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 (253) 876-7407.

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

ARTICLE 7 – DEDUCTION OF UNION DUES

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

Section 2. The Employer shall remit each month to the Union the amount of deductions made for the preceding month, including initiation fees, reinstatement fees, membership dues, and arrears, together with a list of employees with their employee identification numbers, hourly rate of pay, amount of deductions made for the preceding month, and arrearages per payroll period or month, for

whom such deductions have been made. The list will indicate all official personnel actions that result in a change in status of bargaining unit members, including new hires, terminations, leaves of absence, and layoffs. The remittance shall be forwarded not later than the twenty-fifth (25th) of the month following the month in which the deductions were made. The Parties agree that they shall continue to meet and confer regarding the implementation of methods and processes that will improve the efficiency of compiling and transmitting information relevant to such deductions.

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

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

Section 5. The Employer shall deduct an amount in accordance with the Employer's payroll system, from the gross wages or salary of each employee who voluntarily executes the political action committee (PAC) payroll deduction authorization form. The Employer shall remit those contributions to the Union at the same time that the Employer remits to the Union the Union dues that are separately voluntarily authorized by employees to be deducted from their gross wages or salaries and remitted to the Union pursuant to Article 7, Section 2 of this Agreement. The Employer may remit PAC contributions and Union dues to the Union by a single check, or by separate checks. With each PAC contribution remittance, the Employer shall provide the Union with a written itemization setting forth as to each contributing employee his or her name, employee identification number and total contribution amount. The Employer's responsibility under this Section is limited solely to disbursing the funds to the Union as provided in this Section. The Union shall assume all responsibility for distribution of the PAC contribution remittance to the PAC's specified on the form.

ARTICLE 8 – BARGAINING UNIT WORK

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

ARTICLE 9 – LABOR-MANAGEMENT COMMITTEE

There shall be a Labor-Management Committee consisting of no more than two (2) individual from each party. Committee members shall be designated, in writing, by each party to the other. Meetings will be held at mutually agreeable times and places so as to apprise the other of problems, concerns, and suggestions related to the operations and the work force, all with the aim of promoting better understanding between the parties. Meetings will be held within fifteen (15) days after either party so requests, but not more than one (1) time each month during the academic year. A written agenda shall be established for each meeting. Such meetings shall not be construed as opening the Agreement for negotiations, nor shall any subject matter at the meetings constitute a step in the grievance procedure. Employees shall be paid at their regular hourly rate for time spent at Labor-Management Committee meetings.

ARTICLE 10 – SAFETY

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

Section 2. A Joint Safety and Health Committee (“Committee”) will be established. The committee will be composed of up to five (5) members of the bargaining unit and up to three (3) members of management selected by the Employer. The Committee shall be organized to provide assistance in identifying and eliminating potential safety hazards throughout the facility. The Employer will coordinate the meetings of the Committee. This Committee will meet monthly during the academic year. The Employer will consider all of the recommendations from the Committee in good faith. Employees shall be paid at their regular hourly rate for time spent at health and safety committee meetings.

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

ARTICLE 11 – VISITATION

Section 1 The authorized representatives of the Union shall have reasonable access to the Employer's premises for the purpose of administering the agreement and conferring with the Employer. Before an authorized representatives of the Union enters the Employer's premises he/she shall notify the General Manager or designee, of the visit so that his/her activities do not interfere with service or efficient operation of the unit. No more than two (2) union representatives shall visit the unit any time unless the parties mutually agree otherwise. The Employer will not unreasonably withhold permission for the visit.

Section 2 This provision does not provide for meetings with employees during work hours, except for Local Chapter Officer(s) and/or authorized representatives of the Union who are attending meetings scheduled by the Employer.

Section 3 Meetings with employees may be held during non-work time and in non-work areas during the employees' breaks and meal periods.

Section 4 Local Chapter Officer(s) and/or authorized representatives of the Union shall be permitted to furnish information, police the terms of this Agreement, process grievance and perform related duties of mutual concern to the employees and the Union. In no event shall Local Chapter Officer(s) and/or authorized representatives of the Union interfere with the operations of the Employer. The authorized representatives of the Union shall advise the Employer in writing as to the identity of the Local Chapter Officer(s), not to exceed three (3).

Section 5 Employees who are Local Union Officers may be permitted to attend regular Union meetings, and providing the Employer agrees to the time off and the Employer can schedule time off.

Section 6 When authorized representatives of the Union finds it necessary to enter a school in the district, he/she will secure the permission of that supervisor or designee when arriving at the other school. Such visit shall not interfere with the operation of the Employer.

Section 7 A Local Chapter Officer will be provided reasonable and necessary time off from his/her assigned schedule of work while involved in the manner provided in the grievance procedure, provided such time off does not interfere with operations of the Employer. The Local Chapter Officer shall advise his/her supervisor of the grievance and make an appointment with the appropriate supervisor at a mutually agreeable time. The Local Chapter Officer will report back to his/her immediate supervisor when his/her part in the grievance procedure has been completed.

ARTICLE 12 – LOCAL CHAPTER OFFICERS

Section 1. The Union shall advise the Employer in writing of the name of Local Chapter Officers. No more than one (1) Local Chapter Officer may participate in any grievance procedure, unless a Local Chapter Officer is the Grievant, in which case he or she shall be entitled to representation by another Local Chapter Officer. The Local Chapter Officer, unless the Local Chapter Officer is the Grievant, shall be recognized by the Employer as representatives of the employees for the purposes of enforcing this Agreement, and shall generally act as representatives of the Union on the job.

Section 2. A Local Chapter Officer may request to be released from his/her regular duties, for a reasonable amount of time without pay, to investigate grievances or attend grievance meetings. Requests to conduct such investigations or attend grievance meetings shall not be unreasonably withheld. The Local Chapter Officer shall contact his/her supervisor in advance to determine a time when such investigation will not interfere with the Local Chapter Officer's work and the work of the person with whom the Local Chapter Officer wants to meet.

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

ARTICLE 13 – SENIORITY

Section 1. "Seniority" shall be defined as the length of continuous service with the Employer, as measured from the employee's record date of hire as either a full-time or regular part-time employee by the Employer in the operation covered by this Agreement, or the Sequim School District Food Service Department based on the employee's date of hire in the Sequim School District Food Service Department

Seniority will be used for determining vacation eligibility and for purposes of layoff, recall, vacation scheduling, overtime, and job bidding, except to the extent specifically provided otherwise in the following Articles: Job Posting (Article 15), Lay Off and Recall (Article 16), Hours of Work and Overtime (Article 20), and Vacation (Article 24).

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

Section 2. Within ten (10) working days after the ratification of this Agreement, the Employer shall provide the Union with a seniority list. If there are any discrepancies, the Union and the Employer shall meet to discuss and attempt to resolve those discrepancies.

Section 3. Continuous employment shall be broken for any of the following reasons:

- a) Resignation or other voluntary termination of employment.
- b) Discharge for just cause.
- c) Absence of three (3) consecutive days without notice to the Employer. The Employer shall take into consideration any mitigating factors.
- d) Failure to return to work within five (5) working days after the Employer gives the employee written notice to return to work from lay-off status, and failure to notify the Employer of their intentions to return to work within five (5) working days after such notice is given. Such notice shall be deemed to have been sufficiently given if sent to the employee by a reliable, documented means to the last address furnished by the employee to management.
- e) Layoff without recall after a period of one (1) year from the date of layoff.
- f) Working during a leave of absence, except for work in conjunction with a leave for Union business.
- g) Any absence beyond an authorized leave of absence.

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

ARTICLE 14 – PROBATION

Section 1. Newly hired employees shall be deemed to be probationary during their first ninety (90) working days. Days lost from work during the ninety (90) working day probation period shall not be considered in computing the ninety (90) working day period. During the probation period, an employee may be terminated in the sole discretion of the Employer without recourse to the Grievance and Arbitration procedure under this Agreement. Unless otherwise provided in this Agreement, a probationary employee is not eligible for any benefits set forth in this Agreement.

Section 2. The Employer will not place the incumbent employees on probation.

ARTICLE 15 – JOB POSTING

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

Section 2. The posting shall contain the minimum qualifications, skill requirements, work year, workweek, wage rate, and job description for the posted position. Copies of all postings shall be given to the Local Chapter President or his/her designee on site.

Section 3. All such vacancies shall be filled by awarding the position to the most senior qualified employee, minimum qualifications, as determined by management, shall be included in the job posting, who applies for that position and has not been awarded a promotion within the last six (6) months, and has no current disciplinary actions. Employees will be transferred in accordance with their seniority, provided they have the necessary ability and experience and can meet the job description requirements.

Openings to which internal employees are to be transferred will be filled in fifteen (15) working days, if possible. Vacancies resulting from the initial job posting shall be filled as provided in this Article up to a maximum of two (2) postings.

Nothing contained in this Article shall prevent the Employer from temporarily filling a job vacancy until the job has been filled through the posting and bidding process.

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

Section 5. Any employee hired into a job classification covered by this Agreement from a lower-paid classification shall be on a trial period for the first thirty (30) working days of employment in the new classification. If at any time during such trial period the Employer determines that the employee cannot meet the job requirements, the Employer may return the employee to that employee's former position. The employee so returned shall not suffer any loss of seniority. The decision to return the employee to his or her former position shall not be subject to any progressive discipline requirement or to the Grievance and Arbitration procedure under this Agreement.

Section 6. During any temporary unit closings, openings will be sent via email to all employees who have provided the Employer with their current email address.

ARTICLE 16 – LAYOFF AND RECALL

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

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

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

Section 4. The affected laid-off employee(s) may exercise one (1) of the following options:

a) The employee may bump a lower seniority employee within his or her classification, or the employee may bump a lower seniority employee in a lower paying job classification if his or her seniority exceeds that of the least senior employee in the lower paying job classification and the employee has the skills, ability, experience and qualifications to perform the work.

b) The affected employee may opt to fill a vacancy in any classification if, in the Employer's opinion, he or she is qualified and has the ability to perform within that classification.

Section 5. Recall

a) Employee(s) who have been laid off or displaced shall have the right of recall by seniority to their former job classification, at the time of layoff, or any other job classification for which they are minimally qualified in their own or lower paying job classification.

b) When work becomes available in that employee's classification from which they were laid off or displaced, they will be recalled in reverse order of their layoff or displacement.

c) For the purposes of recall notification, the Employer shall notify the employee by a reliable, documented means at the last known address supplied by the employee. Employees must notify the Employer within five working days after the date the message was received of their intent to report to work after notification. Employees shall report to work within three (3) working days after indicating their willingness to be reinstated.

Section 6. Employees returning to work from temporary unit closings shall be returned to work by seniority to their previous positions, provided the positions still exist.

ARTICLE 17 – LEAVES OF ABSENCE

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

Section 2. In the event an employee is hired or appointed to short-term employment with the Union, the employee shall be allowed to take leave, subject to the Employer's legitimate business needs. The employee shall give a minimum of fourteen (14) calendar days' notice of such request. Such leave shall not exceed sixty (60) calendar days. No more than two (2) employees from the bargaining unit may be awarded such leave at a time. The Employer shall continue to pay for the employee's benefits during such leave provided that the Union and/or the employee reimburses the Employer in full for such benefits beginning on the first day of the month following the commencement of such leave. During such leave, the Employer will continue the seniority of the employee on leave and the accrual of benefits based on seniority.

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

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

Section 5. An employee returning from FMLA/Union leave, or a personal leave of thirty (30) days or less, shall be entitled to reinstatement to his/her position, hours, and work unit unless the position has been eliminated or modified as a result of layoffs or other legitimate business needs. In such event,

the employee may use his or her seniority as provided for in the Layoff and Recall Article (Article 16). Vacancies created by such leaves shall not be subject to the Job Posting requirements and may be filled temporarily at the employer's discretion.

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

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

ARTICLE 18 – DISCIPLINE & DISCHARGE/JUST CAUSE

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

The Employer will take any discipline action promptly after learning of the circumstances and completing an investigation of the circumstance(s) on which the discipline is based. In general, the Employer will endeavor to take any such disciplinary action within ten (10) working days after learning of the circumstances and completing an investigation on which the discipline is based, unless there is a justifiable business reason for a reasonable extension of this period. The Employer will give its reasons for such discipline and/or discharge to the employee and the Union's Representative or designee within seven (7) calendar days of such disciplinary action. If the Employer has reason to reprimand an employee, it shall be done in a manner that does not embarrass the employee in the presence of any other employees, students, District Staff or the public. This shall not apply to local union officers who may be attending the disciplinary meeting.

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

- a) First written warning.
- b) Second written warning.
- c) A final warning and disciplinary suspension of three (3) scheduled work days.
- d) Suspension pending investigation and decision to discharge.

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

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

Section 5. An employee shall be permitted to have a Local Chapter Officer or Union Representative at any meeting with the Employer, or its agents, which meeting is for the purpose of investigating alleged misconduct by the employee that might be the basis for, or which may result in, discharge, suspension or other disciplinary action with respect to the employee. If the employee indicates that he/she wishes a Local Chapter Officer or Union Representative to be present, and one is not available, the meeting shall be temporarily postponed until the employee's next scheduled shift, unless it involves a suspension or suspension with intent to discharge. In such cases, another bargaining unit person of the employee's choosing shall be asked to sit in as a witness. The Employer shall conduct all investigatory meetings during non-working time, when possible. If, in the Employer's sole discretion, the situation requires the Employer to conduct an investigatory meeting during working hours, the employee and the Local Chapter Officer, if requested to attend by the employee, shall be compensated at their regular rate of pay for the time spent in the investigatory meeting with the Employer.

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

Section 7. Copies of any disciplinary actions shall be provided to the employee within five (5) working days of the discipline being issued to the employee. The employee may choose to provide the Union with a copy of the discipline or not.

ARTICLE 19 – GRIEVANCE PROCEDURE

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

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

Step 1: The parties share a common goal of attempting to resolve most matters informally without resort to the grievance process. Toward this end, the parties will attempt to address issues promptly as they arise. Any grievance shall be submitted in writing to the General Manager or designee within twelve (12) working days of its occurrence or of the date when the employee or the Union first became aware of the circumstances giving rise to the alleged grievance. The General Manager shall provide a documented response within ten (10) working days after receipt of the grievance.

Step 2: If the grievance is not settled the grievance may be presented in writing to the District Manager within ten (10) working days after receiving the General Manager or his/her designee's reply. The written grievance shall set forth the alleged facts of the grievance, which shall also include the specific Article(s) and Section(s) of the Agreement that allegedly have been violated and the remedy being sought in the matter. Either the District Manager or his/her designee, or the Union, may request a meeting for the purpose of resolving the grievance prior to the Employer's decision. If requested, the meeting shall be held within ten (10) working days of being requested. Within ten (10) working days of

the meeting, the Employer shall deliver to the Union a written reply to the alleged grievance, which shall provide a decision in the matter and the reasons for the decision.

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

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

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

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

Section 4. Grievances concerning disciplinary suspensions or discharges may be submitted at the second step of the grievance procedure. If the grievance is not settled at Step 2, it may be directly submitted to arbitration except as limited in the above paragraph.

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

Section 6. Should the Union fail to process a grievance within the time frames set forth in this Article, the grievance shall be considered withdrawn. If the Employer fails to respond within the time limits set forth in this Article, the Union may advance the grievance to the next step of the grievance procedure.

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

Section 8. **Working Day/Days:** When used to define time limits for notices, meetings, postings, and the Grievance and Arbitration process, "working day" means Monday through Friday, exclusive of fixed holidays under this Agreement and days on which the unit is closed.

ARTICLE 20 – HOURS OF WORK AND OVERTIME

Section 1. The “workweek” shall consist of a seven (7)-day payroll period beginning at 12:00 am on Friday and ending at 11:59:59 pm on the following Thursday. The parties understand and agree that the beginning and end of the workweek may change as a result of changes to the Employer’s payroll or timekeeping systems. The Employer will contact the Union at least two (2) weeks before any change in the payroll period. The Employer shall have the right to determine the format in which employees record their time.

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

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

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

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

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

Section 5. All employees covered by this Agreement may be permitted to take one (1) ten (10) minute paid break for each four (4) hours worked. Breaks will be scheduled by the manager. Employees who work five (5) or more hours in a day shall also receive a one-half (1/2)-hour unpaid meal break to be scheduled by the manager or his/her designee.

ARTICLE 21 – WAGES

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

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

Section 3. All employees shall be compensated at their regular rate of pay for any training required by the Employer.

Section 4. Employees shall be paid in accordance with the Employers payroll system. The Employer will notify the Union at least thirty (30) days before any change is made.

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

Section 6. The Employer has the right to establish new job classifications and to change existing job classifications within the bargaining unit. Such changes may be due to, but not limited to, changes in responsibilities and production. The Employer shall give seven (7) calendar days' notice to the Union of any changes in job classifications, which shall include the rate of pay assigned to each classification, prior to posting such job classification. The Employer shall meet with the Union to discuss the new or changed job classification, if the Union so requests. Nothing contained herein shall prevent the Employer from implementing such new or changed job(s). It is agreed by the parties that the Union has the right to negotiate the effects of any significant changes in job classifications.

ARTICLE 22 – REPORTING PAY

Section 1. Regularly scheduled employees shall be guaranteed a minimum of one (1) hours of pay at their applicable rate on any day they are required to report to work, unless the Employer notifies them not to report to work at least forty-five (45) minutes in advance by calling them at the last known telephone number provided by the employee to the Employer, by public announcement, or by phone call or text message from the Employer's General Manager.

Section 2. Section 1 of this Article shall not apply to an employee's attendance at mandatory meetings held by the Employer. In such cases, employees will be paid for actual time spent in the meeting at the applicable rate for their regular job classification.

ARTICLE 23 – HOLIDAYS

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

- New Year's Day
- President's Day
- Memorial Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

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

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

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

before or the day after the holiday or on the holiday itself may be requested to furnish proof of illness for the holiday to be paid.

ARTICLE 24 – VACATIONS

Section 1. All full-time employees shall be eligible for vacation. Vacation shall be determined based on length of service as follows, and shall become vested on January 1st, of each year:

- From date of employment through the completion of 60 months of employment, Full-Time employees will earn 1 hour of vacation per 33.00 hours paid, with a yearly maximum of 40 hours.
- From 61 months of employment through 120 months of employment, Full-Time employees will earn 1 hour of vacation per 16.50 hours paid, with a yearly maximum of 80 hours.
- From 121 months to 180 months of employment, Full-Time employees will earn 1 hour of vacation per 11.00 hours paid, with a yearly maximum of 120 hours.
- From 181 months of employment, Full-time employees will earn 1 hour of vacation per 8.25 hours paid, with a yearly maximum of 120 hours.

Section 2. Vacation earned under this Agreement may be carried over from year to year to a maximum of 240 hours.

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

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

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

Section 6. The Employer shall continue its current practice of providing employees with three (3) paid personal days per academic year.

ARTICLE 25 – SICK LEAVE

Section 1. For each bargaining unit employee, the Employer shall accrue one (1) hour of paid sick and safe time for every forty (40) hours worked. Employees are entitled to use accrued, unused paid sick and safe time beginning on their ninetieth (90th) calendar day of employment.

Section 2. Employees may carry over a maximum of three hundred and twenty (320) hours of paid sick and safe time from one year to the next. The sick leave year runs from January 1 to December 31.

Section 3. An employee may use paid sick and safe time:

- for an absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care;
- to provide care of a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care of a family member who needs preventive medical care;
- when the employee's place of business has been closed by order of a public official for any health-

related reason;

- when the employee's child's school or place of care has been closed by order of a public official for any health-related reason;
- For any of the following reasons related to domestic violence, sexual assault or stalking:
- to seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee or the employee's family members including, but not limited to, preparing for, or participating in, any civil or criminal legal proceeding related to or derived from domestic violence, sexual assault, or stalking;
- to seek treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault, or stalking, or to attend to health care treatment for a victim who is the employee's family member;
- to obtain, or assist a family member in obtaining, services from a domestic violence shelter, rape crisis center, or other social services program for relief from domestic violence, sexual assault, or stalking;
- to obtain, or assist a family or household member in obtaining, mental health counseling related to an incident of domestic violence, sexual assault, or stalking, in which the employee or the employee's family member was a victim of domestic violence, sexual assault, or stalking; or
- to participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee's family members from future domestic violence, sexual assault, or stalking.
- For the purposes of Sick and Safe Leave only, "Family member" means child, parent, spouse, domestic partner, grandparent, grandchild, and sibling.

Section 4. If the need for paid sick and safe time is foreseeable, the employee must provide advanced notice of at least ten days, or as early as practicable, to the Employer in advance of the use of paid sick and safe time and make a reasonable effort to schedule the use of the time in a manner that does not unduly disrupt the operations of the Employer.

If the need for paid sick and safe time is unforeseeable, the employee must provide notice to the Employer as soon as possible before the required start time of their shift, unless it is not practicable to do so. In the event it is impracticable for an employee to provide notice to the Employer, a person on the employee's behalf may provide notice to the Employer.

Section 5. A doctor's note may be requested by the Employer after the employee uses paid sick leave for more than three (3) consecutive days on which the employee is required to work. The employee must provide the doctor's note to the Employer within ten (10) calendar days following the first (1st) day upon which the employee used paid sick leave. If the Employer suspects that an employee is abusing sick leave, the Employer may request a doctor's note from that employee when they utilize sick leave.

Section 6. Paid sick and safe time shall be paid at the employee's base hourly wage rate times the number of hours the employee was scheduled to have worked on the day that paid sick and safe time was used, provided that the employee has earned sick time available for use at the time of the absence covered by paid sick and safe leave.

Section 7. Employees whose employment terminates shall not be paid unused sick time, except as may otherwise be required by law.

Section 8. If employees' available sick pay is not reported on the standard pay stub, the Employer shall provide on a quarterly basis a report indicating each employee's available sick pay.

ARTICLE 26 – 401K

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 27 – INSURANCE

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

Section 1. Standard Benefits Plans.

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

Section 2. Eligibility to Participate. Each employee's eligibility to participate in the Standard Benefits Plans in each insurance plan year shall be determined on the basis of the employee's hours worked or paid (as such hours are defined by the Employer with respect to the eligibility of employees generally to participate in the Standard Benefits Plans) in the fifty-two (52) week period ending on the last day of the first payroll period in the October preceding the commencement of such insurance plan year, or such other date in October of each year as the Employer's Corporate Benefits Department shall select (for example, the eligibility of employees to participate in the Standard Benefits Plans in 2016 will be determined on the basis of the hours worked or paid in the fifty-two (52) week period commencing October 4, 2014 and ending October 2, 2015). No employee shall fail to be classified as full-time due to time spent on FMLA, Military (USERRA) or Temporary Unit Closing (TUC) leave.

Employees who have been employed for less than 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 Benefits Plans, which shall be determined solely in accordance with the terms and conditions applicable to such plans.

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

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

Section 5. Life Insurance. The Employer shall provide Free Basic Life insurance in accordance with the Standard Benefits Plans. If so provided in the Standard Benefits Plans, employees may elect at their own expense to purchase additional life insurance coverage. The terms of coverage and the cost to the employee of such coverage shall be as set forth in the Standard Benefits Plans.

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

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

Section 8. Waiver. By agreeing to participate in the Employer's Standard Benefits Plans, the Union agrees that any dispute, grievance, question or controversy concerning the interpretation or application of the Standard Benefits Plans shall be determined and resolved in accordance with the procedures set forth in the applicable plan documents and shall not be subject to the grievance and arbitration provisions of this Agreement. The Union further agrees that the employer, as Plan Sponsor of the Standard Benefits Plans, has reserved the right to unilaterally amend, modify or terminate the Standard Benefits Plans, in whole or in part, without bargaining with the Union. This Section shall continue in effect following the expiration of this Agreement, until expressly terminated or superseded by written agreement of the Employer and the Union.

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

ARTICLE 28 – BEREAVEMENT LEAVE

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

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

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

Section 4. Additional time off may be granted to an employee, without pay, when travel is required to attend the funeral of those mentioned above. In such cases the employee may elect to use any available vacation.

ARTICLE 29 – JURY DUTY

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

Section 2. All employees who have been called for jury duty shall be granted leave with pay for a period not to exceed twenty (20) working days in any calendar year. The pay for such leave shall consist of the difference between the employee's regular rate of pay and the remuneration received from the court system. Employees shall be paid at their regular rate of pay times their regular hours worked. Proof of such remuneration shall be submitted to the Employer by the employee. Official notification shall be submitted to the Employer prior to such leave being granted. The Employer shall provide leave for jury duty in accordance with all applicable laws. Any employee who is released from jury duty with at least ½ of their scheduled shift remaining shall report for work.

ARTICLE 30 – BULLETIN BOARDS

The Employer shall permit the Union the reasonable use of a bulletin board for the purpose of posting information. Copies of postings shall be provided to the Unit Manager in advance of posting and shall not be inflammatory, defamatory, or disparaging toward the Employer or the Employer's clients or customers. The Union shall also comply with the School District's rules for posting on school district property.

ARTICLE 31 – UNIFORMS

Section 1. The Employer shall supply all regularly scheduled employees with two (2) uniform shirts and one (1) apron, which will be replaced one-for-one on an as-needed basis. The employees must wear other clothing and footwear as determined by the Employer. With reasonable advanced notice, the Employer, in its sole discretion, may change the required uniforms.

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. Employee's will not be responsible for damage as a result of normal wear and tear.

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

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

Section 6. Safety Shoes: The Employer will reimburse employees for up to one hundred (\$100) per academic year towards the purchase of one (1) pair of black slip resistant, safety shoes. In order to receive reimbursement, the employee must provide the Employer with a receipt and allow the Employer to confirm that the shoes purchased are black, slip resistant, safety shoes.

ARTICLE 32 – NO STRIKE/NO LOCKOUT

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

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

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

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

ARTICLE 33 – TEMPORARY TRANSITIONAL DUTY PROGRAM

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

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

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

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

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

ARTICLE 34 – WORKERS COMPENSATION

The parties shall comply with the State requirements

ARTICLE 35 – PERSONNEL FILES

Upon request, employees shall have the right to inspect all contents of their complete personnel files. The employee shall receive a copy of any document contained in their personnel file which they request. Employees may attach a rebuttal or correction statement for any item in their personnel file. The Employer shall place this document in the employee’s personnel file.

ARTICLE 36 – DRUG & ALCOHOL TESTING

The Union agrees to abide by any policy set by the Sequim School District regarding drug & alcohol testing of all District employees.

ARTICLE 37 – SUCCESSORS

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

ARTICLE 38 – SAVINGS CLAUSE

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

ARTICLE 39 – DURATION OF AGREEMENT

Section 1. This Agreement shall take effect as of June 28, 2019 and shall remain in effect up to and including June 27, 2023. If either party desires to negotiate changes in this Agreement to take effect upon its termination, the party shall give notice at least sixty (60) days prior to contract termination of such intent.

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

IN WITNESS WHEREOF, SDH Education West, LLC, a subsidiary of Sodexo, Inc., at Sequim School District, 503 North Sequim Avenue, Sequim, WA 98382, and Sequim Kitchens United, an affiliate of Public School Employees of Washington/SEIU Local 1948, have caused this Agreement to be signed by their duly authorized representatives as of this 27th day of June, 2019.

SDH EDUCATION WEST, LLC,
SUBSIDIARY OF SODEXO, INC.
INTERNATIONAL UNION
AT SEQUIM SCHOOL DISTRICT,
503 NORTH SEQUIM AVENUE,
SEQUIM, WA 98382

Bruce Collier

Bruce Collier (Jul 9, 2019)

Bruce Collier
Director, Labor Relations

Jul 9, 2019

Date

SEQUIM KICHENS UNITED,
AN AFFILIATED OF PUBLIC
SCHOOL EMPLOYEES OF
WASHINGTON/SEIU
LOCAL 1948

Audrey Lato

Audrey lato (Jul 9, 2019)

Audrey Lato
President

Jul 9, 2019

Date

George Hulett

George Hulett (Jul 9, 2019)

George Hulett
District Manager

Jul 9, 2019

Date

APPENDIX “A” (WAGES)

Section 1. Classification Minimum/Start Rates:

Job Classification	Effective 9/4/2019	Effective 9/9/2020	Effective 9/8/2021	Effective 9/7/2022
Lead Worker – Central Kitchen	\$16.50	\$17.00	\$17.50	\$18.03
Lead Worker – Secondary Schools	\$16.00	\$16.48	\$16.97	\$17.48
Lead Worker – Elementary Schools	\$15.00	\$15.45	\$15.91	\$16.39
Assistant Lead Worker – Central Kitchen	\$15.50	\$15.97	\$16.44	\$16.94
Food Service Worker*	\$ 13.50	\$13.91	\$14.32	\$14.75
Driver/Storeroom Clerk	\$ 15.00	\$15.45	\$15.91	\$16.39

* The Food Service Worker job classification includes the previous job classifications of Cashier, Food Preparation Helper and Utility Worker.

All employees who are below the minimum/starting pay in their classification shall receive the greater of either the start rate upon the effective date of the start rate or the amount of the general wage increase described in Section 2 of this Appendix. From then on, no employee will be paid less than the appropriate minimum/start rate listed above. All employees shall receive no less than the general wage increases described in Section 2 of this Appendix. All wage increases for this Section shall be effective on the same dates as outlined in Section 2 below.

Section 2. General Wage Increases

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

- Effective September 4, 2019 – 2%
- Effective September 9, 2020 – 3%
- Effective September 8, 2021 – 3%
- Effective September 7, 2022 – 3%

Section 3. Premium Pay

Longevity Premium – Employees with eighteen (18) years of service or more shall receive a one-time premium of fifty cents (\$0.50) per hour. This premium shall not apply to any employee whose base rate of pay was at or above \$15.50 per hour on June 5, 2019.

Ala Carte Premium – Employees who are assigned by the Employer to work the high school or middle school ala carte service shall receive an additional receive a fifty cent (\$0.50) per hour premium for their entire shift.