

AGREEMENT

BY AND BETWEEN

SDH SERVICES WEST, LLC

A SUBSIDIARY OF

SODEXO, INC.

AT

NEW YORK HEALTH AND HOSPITALS LAUNDRY

AND

**DISTRICT COUNCIL 37, AFSCME,
AFL-CIO ON BEHALF OF LOCAL 154**

FROM DECEMBER 19, 2018

TO DECEMBER 18, 2021

TABLE OF CONTENTS

PREAMBLE.....	1
ARTICLE 1 – RECOGNITION	1
ARTICLE 2 – DEFINITIONS.....	1
ARTICLE 3 – RESPECT AND DIGNITY.....	1
ARTICLE 4 – NON-DISCRIMINATION.....	1
ARTICLE 5 – MANAGEMENT’S RIGHTS	2
ARTICLE 6 – UNION MEMBERSHIP	3
ARTICLE 7 – DEDUCTION OF UNION DUES	3
ARTICLE 8 – BARGAINING UNIT WORK.....	4
ARTICLE 9 – UNION STEWARDS/GREIVANCE REPS	4
ARTICLE 10 – SAFETY	5
ARTICLE 11 – LABOR MANAGEMENT COMMITTEE.....	5
ARTICLE 12 – VISITATION.....	5
ARTICLE 13 – SENIORITY	6
ARTICLE 14 – PROBATION	7
ARTICLE 15 – JOB POSTING	7
ARTICLE 16 – LAYOFF AND RECALL	8
ARTICLE 17 – LEAVES OF ABSENCE.....	9
ARTICLE 18 – IMMIGRATION RIGHTS	9
ARTICLE 19 – DISCIPLINE & DISCHARGE/JUST CAUSE	10
ARTICLE 20 – GRIEVANCE PROCEDURE.....	11
ARTICLE 21 – HOURS OF WORK AND OVERTIME.....	12
ARTICLE 22 – UNIFORMS	13
ARTICLE 23 – WAGES	13
ARTICLE 24 – HOLIDAYS	14
ARTICLE 25 – SICK LEAVE.....	14
ARTICLE 26 – VACATION	15
ARTICLE 27 – INSURANCE	16
ARTICLE 28 – 401(k).....	17
ARTICLE 29 – BEREAVEMENT LEAVE	17
ARTICLE 30 – JURY DUTY	18
ARTICLE 31 – REPORTING PAY	18
ARTICLE 32 – CALL IN EMERGENCY	18

ARTICLE 33 – TRAVEL ALLOWANCE 19
ARTICLE 34 – BULLETIN BOARDS AND BUTTONS 19
ARTICLE 35 – NO STRIKE/NO LOCKOUT 19
ARTICLE 36 – SUCCESSORS 19
ARTICLE 37 – SAVINGS CLAUSE 19
ARTICLE 38 – TEMPORARY TRANSITIONAL DUTY PROGRAM 20
ARTICLE 39 – TOTAL AGREEMENT 20
ARTICLE 40 – DURATION OF AGREEMENT..... 21
APPENDIX “A” (WAGES)..... 22
SIDE LETTER ON HEALTHCARE.....23

PREAMBLE

Section 1. This AGREEMENT made and entered into, by and between SDH Services West, LLC, a subsidiary of Sodexo, Inc. at New York Health and Hospitals Laundry (hereinafter called the "Employer" or the "Company"), and District Council 37, AFSCME, AFL-CIO, on behalf of Local 154, (hereinafter called the "Union") is for the purpose of providing a clear and concise document by which the parties can equitably establish a relationship within the meaning of the National Labor Relations Act.

Section 2. The Employer and the Union recognize that it is the best interest of both parties and the employees that mutual responsibility and respect characterize all dealings between them. The Employer and the Union representatives at all levels will apply the terms of this Agreement fairly in accordance with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees, as defined in Article 1 and the Employer's right to profitably manage the business.

ARTICLE 1 – RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative with respect to rates of pay, hours of employment and other conditions of employment for all full-time and regular part-time employees at Sodexo Healthcare Services at NYC Health and Hospitals, in the classifications identified in Appendix "A". Excluded from the bargaining unit shall be managers, confidential and clerical employees, professional employees, students, casual/substitute employees, supervisors, and guards as defined in the National Labor Relations Act.

ARTICLE 2 – DEFINITIONS

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

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

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

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

ARTICLE 3 – RESPECT AND DIGNITY

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

ARTICLE 4 – NON-DISCRIMINATION

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

neither of them will retaliate against any of the Employer's employees who complain of discrimination or harassment or who participate in an investigation regarding discrimination or harassment.

The Employer and the Union agree that each bargaining unit member is also obligated not to discriminate, harass, or retaliate based on the protected classes listed 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 city, state and/or federal law, including the Americans with Disabilities Act (ADA). In the event such conflicting accommodation is only permitted 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 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, 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, discharge, to relieve employees from duty because of lack of work or other legitimate reasons; to determine and require standards of performance and to maintain discipline, order and efficiency; to determine operating standards, operational and other policies; to determine methods and procedures; to determine the quantity and type of equipment to be used; to increase or decrease the work force; to determine the number of departments and employees therein, and the work performed by them; to determine processes to be employed in the work place; to determine the number of hours per day or week individuals work and that operations shall be carried on; to establish and change work schedules, hours and assignments; to subcontract as long as it does not result in the layoff or displacement of employees except in cases of significant mechanical breakdown, fire, or flood; to discontinue or relocate any portion or all of the operations now or in the future which are carried on at the facility covered by this Agreement; to schedule hours of work, including overtime; to add shifts or terminate existing shifts in accordance with customer need; to determine job content and classifications required; and to promulgate 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 District Council 37, AFSCME, AFL-CIO, and Local 154.

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 and the terms thereof. The Employer agrees to implement and promote this provision by posting copies of the following notice near all time clocks and in other prominent places such as Employer bulletin boards in its facilities:

NOTICE TO ALL EMPLOYEES

Workers have joined together to join District Council 37 and collectively we have negotiated an Agreement with Sodexo Inc. All wages, hours, and other conditions of employment are regulated by the terms of this Agreement.

Section 4. In order 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. All new employees shall be entitled to receive an unpaid fifteen-minute orientation provided by the Union.

ARTICLE 7 – DEDUCTION OF UNION DUES

Section 1. The Employer agrees to deduct weekly, if the Employer's payroll system permits, from the wages of each employee, the amount of regular initiation fees and monthly Union dues as certified to the Employer by the Treasurer of the Union. The Employer shall deduct the weekly service charge from the wage of an employee who is not a member of the Union, and the Employer shall remit the same to the Union.

Section 2. The Employer shall remit each month to the Union, the amount of deductions made for that particular month including initiation fees, reinstatement fees, membership dues, permits and arrears, together with a list of employees with their social security numbers and gross pay amount per week/month, for whom such deductions have been made. The list should also include the employee's department, location, craft or classification, supervisor, job title, home address, status and date of hire. The list should indicate all official personnel actions which result in a change in status of bargaining unit members, including new hires, terminations, promotions, etc. The information shall be in computer readable electronic form. The remittance shall be forwarded not later than the twenty-fifth (25th) of the month following the month in which deductions are made.

Section 3. The Employer's obligation is limited solely to making such deduction of the amount of wages permitted and such obligation shall cease at the time the employee is terminated or laid off for lack of work.

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.

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 business concerns or for instruction of personnel. In no case shall supervisors or non-bargaining unit workers be utilized to erode the bargaining unit or deprive bargaining unit employees of opportunities for overtime.

Section 2. The Employer will make efforts to limit the hiring of temporary agency employees; however there may be circumstances when the use of temporary agency employees is necessary. The use of temporary agency employees shall not permanently displace regular bargaining unit employees nor deprive bargaining unit employees of opportunities for overtime. Prior to the use of temporary workers being hired, every effort should be made to offer that work to bargaining unit employees.

ARTICLE 9 – UNION STEWARDS/GREIVANCE REPS

Section 1. The Union will inform management on the number of stewards needed for the proper representation of the collective bargaining unit. The Union shall advise the Employer in writing of the names of Union Stewards and Grievance Reps. One (1) Grievance Rep shall participate in each grievance procedure. Grievance Reps, unless the Grievance Rep is the grievant, shall be recognized by the Employer as representatives of the employees for the purposes of enforcing this agreement, and who shall generally act as representatives of the Union on the job.

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

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

Section 4. The Union may designate for union stewards or designees, up to a total of five (5) days annually for union training or union events at the union's discretion.

Section 5. Prior to, and/or simultaneously to an investigation, the Union shall be notified. An employee shall be permitted to have a Shop Steward or Union Representative at any meeting with the Employer, or its agents, which meeting is for the purpose of investigating alleged misconduct by the employee that might be the basis for, or which may result in, discharge, suspension or other disciplinary action with respect to the employee. If the employee indicates that he/she wishes a steward to be present, and one is not available, the disciplinary meeting shall be temporarily postponed unless it is suspension or suspension with intent to discharge. In

cases where a steward is unavailable and the Company is required to remove an employee from the facility, or deliver notification of discipline another bargaining unit person of the employee's choosing shall be asked to observe this action sit-in as a witness. This action shall be solely limited to the witnessing of the issuance of disciplinary notice or immediate removal of an employee from a workplace.

ARTICLE 10 – SAFETY

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

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

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

ARTICLE 11 – LABOR MANAGEMENT COMMITTEE

The Employer and Union agree that there shall be a Labor-Management Committee consisting of no more than three (3) individuals from each party. Committee members shall be designated, in writing, by each party to the other. Meetings will be held at mutually agreeable times and places so as to apprise the other of problems, concerns, and suggestions related to the operations and the work force, all with the aim of promoting better understanding between the parties. Meetings will be held within fifteen (15) days after either party so requests, but not more than one (1) time each month. 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.

ARTICLE 12 – VISITATION

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

Section 2. Upon arrival on the Employer's or client's premises, the Union accredited representative will notify the General Manager or authorized designee, in person, of his/her presence prior to speaking to any employee. The General Manager or authorized designee will

inform the Union accredited representative, at that time, if there are any business reasons for limiting the Union's visitation with employees or visiting the premises. Such visitation shall not interfere with the work of the employees or the service to the customers of the Employer and will follow NYC Health and Hospital's security regulations.

ARTICLE 13 – SENIORITY

Section 1. Employee seniority shall be defined as the employee's length of continuous service with the Employer as measured from the employee's first date of hire by the Employer in the operation covered by this agreement. Employee seniority shall be defined as the employee's length of continuous service within his/her classification as measured from the date that the employee first entered the classification.

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

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

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

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

- a) Resignation or other voluntary termination of employment.
- b) Discharge for just cause.
- c) Absence of five (5) consecutive days without notice to the Employer.
- d) Failure to return to work within ten (10) working days after the Employer gives the employee written notice to return to work and failure to notify the Employer of their intentions to return to work without reasonable justification 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, receipted, means to the last address furnished by the employee to management.
- e) Layoff without recall after a period of one (1) year from the date of layoff, or for a period equal to the employee's length of service, whichever is shorter.
- f) Working during a leave of absence except for work in conjunction with a leave for union business.
- g) Any absence beyond an authorized leave of absence.
- h) Except when returned to work as result of a grievance or Arbitration hearing.

- i) Seniority shall not be affected by FMLA, Military Duty, pregnancy, maternal or paternal leave (excluding non - FMLA leave granted by the Employer), NYC Sick Leave law or NYS Paid Family Leave Law, and any other applicable law.

ARTICLE 14 – PROBATION

Newly hired employees shall be deemed to be a probationary employee during their first thirty (30) calendar days. The Employer may extend the probationary period for an additional thirty (30) calendar days with agreement from the Union. Days lost from work during the thirty (30) or sixty (60) calendar day probation period shall not be considered in computing the thirty (30) or sixty (60) day calendar period and shall not break the continuous employment. Notice of probation period extension shall be mailed to Employee and the Union within five (5) working days of starting the extension period. During the probation period, an employee may be terminated in the sole discretion of the Employer without recourse to this Agreement. Unless otherwise provided in this Agreement, a probationary employee is not eligible for any benefits set forth in this Agreement.

ARTICLE 15 – JOB POSTING

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

Section 2. The posting shall contain the minimum qualifications, skill requirements, work year, workweek, wages, and job descriptions for the posted positions. A copy of the postings shall be given to the Steward designated by the Union and emailed to the Council Representative of the Union. Copies of completed postings shall be given to the Steward within ten (10) working days of the bid award.

Section 3. All vacancies as determined by management shall be filled by awarding the position to the most senior qualified employee who bids for that position and has not been awarded a position within the last six (6) months, and at the time of the award meets the minimum qualifications. Vacancies and transfers will be posted and employees will be transferred or promoted in accordance with their seniority, provided they meet the minimum qualifications.

Openings, to which internal employees are to be transferred or promoted, will be filled in a maximum of two (2) weeks, if possible.

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

Section 4. Any employee promoted to a job classification covered by this Agreement from a lower-paid classification shall be on a trial period for the first twenty (20) days actually worked in the new classification. At any time during such a trial period, the Employer may, for any legitimate business reason, return the employee to that employee's former position. The employee, so returned, shall not suffer any loss of seniority. During the trial period, the employee may also request to return to their previous position, if the position is available. If the position is not available, the employee may transfer to any other available position for which they are qualified.

The employee will be paid the rate for the position so transferred to or their previous rate if returning to their previous position.

Section 5. If there are no bidders, the Employer shall have the right to go to the outside to fill the position.

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

ARTICLE 16 – LAYOFF AND RECALL

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

Section 2. The Union shall be notified twenty (20) days calendar days prior to any layoff notice being sent to employees. Employees shall be given fourteen (14) calendar days' notice, if possible, in cases of layoff.

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

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

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

ARTICLE 17 – LEAVES OF ABSENCE

Section 1. Upon written notice to the Employer, an employee with at least one (1) academic year of service may apply for a personal leave of absence of up to thirty (30) calendar days. Whenever possible an employee must submit a written request at least thirty (30) calendar days in advance; however, the Employer will consider exceptions for unforeseen circumstances. The application shall specify the reason and the requested length of time for leave. The leave may be extended for thirty (30) calendar days by mutual agreement of the parties in writing in advance of the conclusion of the original leave and will not be unreasonably denied. The employee shall give a minimum of ten (10) working days' notice of such request. All leave requests shall be approved in the sole discretion of the Employer and must include a return to work date.

Section 2. In the event an employee is hired or appointed to short-term employment with the union, the employee shall be allowed to take leave, subject to the Employer's legitimate business needs, with at least fourteen (14) days' notice. Such leave shall not exceed one (1) year. 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 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 current state and federal laws.

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

Section 5. An employee returning from FMLA/Union leave, or a personal leave according to Article 17, Section 1 above, shall be entitled to reinstatement to his/her position, hours, and work unit unless the position has been eliminated as a result of layoffs or other legitimate business needs. In such event, the employee may use their seniority as provided for in the Layoff and Recall Article.

Section 6. Holidays, vacations, sick days, and other benefit entitlements shall not continue to accrue during any leave of absence, except as required by applicable law.

ARTICLE 18 – IMMIGRATION RIGHTS

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

Section 2. Notice to the Employer of a "no match" of an employee's social security number shall not in itself constitute a basis for taking any adverse employment action against an employee or requiring an employee to re-verify work authorization. Upon receipt of such a letter, the Employer shall provide the employee and the Union with notice regarding the mismatch, provided that the notice contains no social security or other confidential information about other employees, and if so, such information shall be redacted, and inform the employee that he/she should contact

SSA. The employee will be given sixty (60) calendar days to correct the problem. If the employee is unable to correct the problem within that timeframe, the employee shall be terminated.

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

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

ARTICLE 19 – DISCIPLINE & DISCHARGE/JUST CAUSE

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

It is understood that the Employer will give its reasons for such discipline and/or discharge to the employee and the Union within seven calendar days of such action.

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

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

Section 3. The progressive disciplinary steps described in Section 2 will not be applied, and employees will be subject to suspension or summary discharge in cases of serious misconduct.

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

Section 5. An employee shall be permitted to have a Shop Steward or Union Representative at any meeting with the Employer, or its agents, which meeting is for the purpose of investigating alleged misconduct by the employee that might be the basis for, or which may result in, the discharge, suspension or other disciplinary action with respect to the employee. If the employee indicates that he/she wishes a Steward or Union Rep to be present, and one is not available, the disciplinary meeting shall be temporarily postponed unless it is suspension or suspension with intent to discharge.

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

ARTICLE 20 – GRIEVANCE PROCEDURE

Section 1. A grievance shall be defined as any dispute arising out of and concerning an alleged violation, misinterpretation, or misapplication of the expressed terms or conditions contained within this Agreement.

Section 2. A Grievance may be filed by an employee, the Union, or the Union on behalf of one or more employees.

Section 3. All grievances shall be processed in the following manner:

Step 1: The matter shall be discussed by and between the employee and/or the Union Steward or union representative, and the immediate supervisor or designee. The alleged grievance shall be presented to the supervisor or designee within thirty (30) working days of its occurrence or within thirty (30) working days of the date when the employee or the Union first became aware of the alleged grievance. A reply shall be given by the supervisor or designee within five (5) working days to the grievant and the Union Council or Grievance representative.

Step 2: If the grievance is not settled to the satisfaction of the Union it shall be submitted in writing to the General Manager or their designee, within ten (10) working days after receiving the reply from Step 1. The appeal of said grievance shall set forth the alleged facts of the grievance along with the remedy that is being sought. Either the Unit Manager or their designee or the Union shall request a meeting for the purpose of resolving the grievance prior to the Employer's decision. Said meeting shall be held within ten (10) working days of being requested and will never exceed two (2) paid employees and the designated Union Representative. Within ten (10) working days of said meeting the Employer shall deliver to the Union a written reply to the alleged grievance which shall provide for a decision in the matter and the reason(s) for the decision.

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

If the grievance is not resolved after the procedures in Step 3 have been completed, the parties, by mutual agreement, may refer the matter to non-binding mediation with mediator from the Federal Mediation and Conciliation Service (FMCS). Such referrals shall occur within five (5) working days after the union receives the written response from the District Manager. The mediator must issue a written decision within thirty (30) calendar days.

Step 4: If the grievance cannot be satisfactorily resolved at Step 3, the matter may be referred by the Union for final decision and determination to an impartial arbitrator. A request for arbitration shall be filed in writing with the American Arbitration Association (AAA) no later than thirty (30) calendar days following the receipt of written Step 3 answer. Both the Employer and the Union agree to be bound by the rules and regulations of the AAA.

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 hereto.

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

Section 4. The time constraints which refer to any step of this procedure may be extended by mutual written agreement of the Employer and the Union. Any reasonable request made prior to the expiration of each time limit shall be honored by the Employer and the Union. Failure to file a grievance within the prescribed time limits, or to proceed to the next step, shall constitute a waiver of all rights to grieve and arbitrate such matters.

Section 5. Grievances concerning disciplinary suspensions or discharges may be submitted at the third step of the grievance procedure. If the grievance is not settled at the third step it may be directly submitted to arbitration except as limited in the above paragraph.

Section 6. The Employer shall pay those 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 7. Should the grievance not be resolved at the existing step or should there be no response from the Employer within the specified time limits, the grievance may be carried to the next step.

ARTICLE 21 – HOURS OF WORK AND OVERTIME

Section 1. The "workweek" shall consist of a seven (7) day payroll period beginning at 12:01 a.m. Friday and ending at 11:59 p.m. Thursday.

Section 2. All work performed in excess of eight (8) hours in a day and 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 (1 ½) times the employee's regular hourly rate of pay, or in accordance with the requirements of applicable state law.

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

- a) If the employee is at work and it is within their classification, they will be asked first.
- b) Volunteers will be asked beginning with the most senior qualified employee on a rotating basis.
- c) If no one volunteers, the least senior qualified employee will be required to perform the work. The least senior employee refusing mandated overtime on a rotating basis may be subject to discipline.

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

Section 5. All employees covered by this Agreement will be permitted to take a one (1) hour unpaid lunch period.

Section 6. The Company agrees to post all work schedules at least one (1) week in advance whenever possible. An employee whose schedule is changed after it is posted will be notified by management.

Section 7. Student workers will not be used to erode the bargaining unit.

ARTICLE 22 – UNIFORMS

Section 1. The Employer shall supply all regularly scheduled employees with the required Five (5) uniforms that will be replaced one-for-one on an as-needed basis. Part time will get three (3). The employees must wear other clothing and footwear as determined by the Employer. All regularly scheduled employees will be provided with Outerwear.

Section 2. If the Employer provides uniforms, then employees will be required to launder and maintain the uniforms if not laundered by the Uniform Service.

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

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

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

Section 6. Safety Shoe Allowance. Once a year, the Employer will provide one pair of slip resistant safety shoes to each non-probationary employee. The Employee may select from a choice of shoes that the Employer provides through the Employer's approved vendor. If the employee's safety shoes that were purchased through the Employer's approved vendor show evidence of a manufacturer's defect or unusual wear and tear, as determined by the management, the Employer shall provide a comparable replacement to the employee.

ARTICLE 23 – WAGES

Section 1. Employees shall receive wage increases as indicated in Appendix A.

Section 2. Any employee who works in a higher classification for a minimum of two (2) hours, or one-half (1/2) of their regularly scheduled shift, shall receive the rate of that classification for the hours so worked. An employee temporarily assigned to work in a lower paid classification shall retain their rate. Such work will be assigned as determined by management.

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

Section 4. 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.

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

Section 6. The Employer has the right to establish new job classification(s) and change(s) in an existing job classification which would be appropriately within the bargaining unit. Such changes may be due to but not limited to changes in responsibilities and production. The Employer shall give fourteen (14) calendar days' notice to the Union of any changes in job classifications which shall include the rate of pay assigned to each classification prior to offering such job classification for posting. The Employer shall meet with the Union to discuss the new or changed job classification. Nothing contained herein shall prevent the Employer from implementing such new or changed job(s). It is agreed to by the parties that the Union has the right to negotiate the effects of any significant changes in said job classifications.

ARTICLE 24 – HOLIDAYS

Section 1. All Full time non-probationary employees of the bargaining unit shall be entitled to the following paid holidays each year: MLK Day or Inauguration Day or Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day, New Year's Day.

Section 2. Payment for holidays shall be based on an individual employee's regular scheduled hours and regular rate of pay. In the event a full-time employee works on a holiday, the employee shall receive pay at time and one half (1 ½) and one (1) additional day off with pay. Effective February 1, 2019, in the event a part-time employee works on a holiday, the employee shall receive pay at time and one half.

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, other approved leave 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 a doctor's note stating the employee was unable to work on that day for the holiday to be paid.

Section 5. Full-time employees shall have the first choice to work holidays.

ARTICLE 25 – SICK LEAVE

Section 1. All full time non-probationary employees shall be eligible for sick leave one hundred twenty (120) days following date of hire according to the following accrual rate:

- All full time non-probationary employees shall accrue .0231 hours of sick pay per hour paid. Full time employees may accumulate up to a maximum of six (6) sick days per year based on an annual maximum of 2080 hours.
- Effective January 1, 2019, full time non-probationary employees shall accrue .0269 hours of sick pay per hour paid. Effective January 1, 2019, full time employees may

accumulate up to a maximum of seven (7) sick days per year based on an annual maximum of 2080 hours.

- All part time non-probationary employees will accrue one hour of sick leave for every 30 hours worked, up to a maximum of 40 accrued hours in a calendar year.

Section 2. Sick pay shall be paid at the employee's regular hourly rate.

Section 3. Sick time may be carried over from year to year to a maximum of four hundred (400) hours. As an option employees may utilize Section 6 below - Sick Leave Payout

Section 4. A doctor's note may be requested by the Employer upon return to work after three (3) consecutive days off sick, or upon returning to work after being off sick on the last scheduled day before, after or on the holiday scheduled to work.

Section 5. 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 time.

Section 6. Except as may otherwise be required by law employees shall be paid half of all vested sick leave on an Annual basis during the first pay period of December. The Employer shall determine the appropriate notification time from the employee as required in order to process this buyout.

Section 7. All part time non probationary employees shall receive one (1) Paid Personal Day on an annual basis. The Paid Personal Day will be compensated at seven and one half (7.5) hours.

ARTICLE 26 – VACATION

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

- Employees with 0-12 months of Seniority shall accrue .0385 hours of vacation pay per hour paid, equates to a maximum of eighty (80) hours if the employee is paid for 2080 hours per year.
- Employees with 0-60 months of Seniority shall accrue .0385 hours of vacation pay per hour paid, which is the equivalent of eighty (80) hours if the employee works 2080 hours per year on an annual basis.
- Employees with 61-180 months of Seniority shall accrue .0577 hours of vacation pay per hour paid, which is the equivalent of one hundred twenty (120) hours if the employee works 2080 hours per year on an annual basis.
- Employees with 181-999 months of Seniority shall accrue .0770 hours of vacation pay per hour paid, which is the equivalent of one hundred sixty (160) hours if the employee works 2080 hours per year on an annual basis.

Section 2. Employees' rates of accrual shall be determined as of their anniversary dates. Except as may otherwise be provided by law, accrued vacation shall vest as of January 1.

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

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

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

ARTICLE 27 – INSURANCE

The following terms shall govern the provision of health, dental, vision, life and disability insurance benefits for each insurance plan year, commencing January 1, 2015:

Section 1. Standard Benefits Plans. Effective the first of the month following the sixtieth (60) calendar day of employment, all regular full-time employees shall be eligible to participate in the health, dental, and life/disability insurance programs provided by the Employer as set forth in those plans 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 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. Health Plan. So long as the Employer offers the Standard Benefits Plans in accordance with this Agreement, the Employer shall subsidize the premium in the following weekly amounts:

Plan	Employer share Employee Only	Employer share Employee Plus Spouse/Domestic Partner	Employer share Employee Plus Child	Employer share Family
PPO	80%	80%	80%	80%
HRA	80%	80%	80%	80%

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

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.

Section 5. Life Insurance. The Employer shall provide Free Basic Life insurance in accordance with the Standard Benefits Plans, the benefit amount of which is currently ten thousand dollars (\$10,000.00). As provided in the Standard Benefits Plans, employees may elect at their own expense to purchase additional life insurance coverage. The terms of coverage and the cost to the employee of such coverage shall be as set forth in the Standard Benefits Plans.

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 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 Benefits Plans or to amend or modify the Standard Benefits 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.

ARTICLE 28 – 401(k)

All employees over twenty-one (21) years of age are eligible employees and may participate in the Sodexo 401(k) Savings Plan. The Company shall maintain the 401(k) plan, subject to the terms, conditions and provisions of such plan. The Company shall have the sole discretion to amend or terminate the Plan at any time and to determine whether and to what extent Company contributions are made to the Plan. If the Company chooses to change the 401(k) Plan it will provide the Union with reasonable prior notice and the opportunity to discuss such changes.

ARTICLE 29 – 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 five (5) calendar days prior to or following the funeral. Employees shall be paid at their regular rate of pay times the number of hours they would normally be scheduled to work on that day.

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 if there is no vested annual leave, when travel is required to attend the funeral of those mentioned above.

ARTICLE 30 – 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. This period could be extended in extreme cases. The pay for such leave shall consist of the difference between the employee's regular rate of pay and that of the remuneration received from the court system. Employees shall be paid at their regular rate of pay times their regular hours worked. Proof of such remuneration shall be submitted to the Employer by the employee. Official notification shall be submitted to the Employer prior to such leave being granted. The Employer shall provide leave for jury duty in accordance with all applicable laws.

ARTICLE 31 – REPORTING PAY

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

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

ARTICLE 32 – CALL IN EMERGENCY

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

Section 2. Payment for time worked on call in emergency shall not be less than one-half (1/2) the employee's regularly scheduled hours at the employee's regular pay. Employees shall perform any such tasks as assigned.

ARTICLE 33 – TRAVEL ALLOWANCE

Any employees who are required to utilize their own vehicle, or are requested to perform work at another location, shall receive a mileage allowance at the rate of the prevailing IRS rate in effect, or be reimbursed the appropriate fee for use of public transportation, if necessary.

ARTICLE 34 – BULLETIN BOARDS AND BUTTONS

Section 1. The Employer shall permit the Union the reasonable use of bulletin boards for the purpose of posting information. Copies shall be provided to the General Manager in advance of posting and shall not contain inflammatory or defamatory text toward the Employer or the Employer's client(s).

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

ARTICLE 35 – NO STRIKE/NO LOCKOUT

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

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

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

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

ARTICLE 36 – SUCCESSORS

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

ARTICLE 37 – SAVINGS CLAUSE

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

ARTICLE 38 – 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, as determined by Employees' doctor, 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 39 – TOTAL AGREEMENT

Section 1. It is understood and agreed that this Agreement includes and does and shall constitute the sole and entire Agreement between the parties with respect to wages, hours, and working conditions of employees in the bargaining unit. The Agreement shall not be changed or modified by the parties hereto unless such change or modification is agreed to by both parties in writing.

Section 2. The parties agree that proposals not achieved during negotiations are considered disposed of without agreement. Neither party shall advance a grievance to arbitration to achieve what that party was unable to gain during collective bargaining.

ARTICLE 40 – DURATION OF AGREEMENT

Section 1. This Agreement shall be in full force and effect as of, December 19, 2018, and shall be in effect up to and including December 18, 2021. If either party desires to negotiate changes in this agreement to take effect upon its termination, the party shall give reasonable notice of such intent, and it is agreed that neither party shall engage in a strike or a lockout after the termination of this agreement until at least sixty (60) calendar days have passed since notice of intent to negotiate such changes was given to the other party.


Section 2. In Witness Whereof, SDH Services West, LLC a subsidiary of Sodexo, Inc. at New York Health and Hospitals Laundry and District Council 37, AFSCME AFL-CIO and Local 154 have caused this Agreement to be signed by their duly authorized representatives.

**SDH Services West, LLC, a subsidiary of
Sodexo, Inc. at New York Health and
Hospitals Laundry**

**DISTRICT COUNCIL 37, AFSCME
for LOCAL 154**



**Keith Fleming, Director
Labor Relations**



**Henry Garrido, Executive Director
District Council 37 AFSCME, AFL-CIO**

Jul 11, 2019

Date

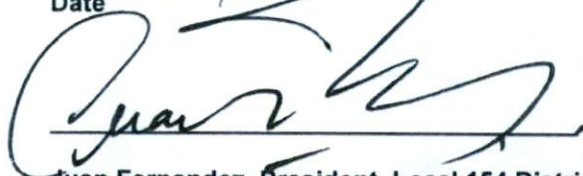
7/2/19

Date



James W Byrnes (Jul 12, 2019)

James Byrnes, District Manager



**Juan Fernandez, President, Local 154 District
Council 37 AFSCME, AFL-CIO**

Jul 12, 2019

Date

7/2/19

Date

APPENDIX "A" (WAGES)

Longevity- The Company will provide longevity pay for all regular full-time employees with five (5) years of service annually in the amount of \$325.00.

Effective upon ratification in 2019, the Company will provide longevity pay for all regular part-time employees with five (5) years of service annually in the amount of \$150.00

The longevity payment shall be paid in July for those with anniversary dates from January through June and paid in December for those with an anniversary date between July and December, beginning with the next payment due in July 2019, December 2019, July 2020 and December 2020.

Pursuant to the longevity payment 2016 MOA employees who subsequently leave employment after reaching their anniversary and prior to the payment date in either July or December will receive their annual longevity with their last paystub.

Linen Room Attendant

Date of Increase	Increase percentage	New rate
December 19, 2018	2.50%	\$18.33
December 19, 2019	3.25%	\$18.93
December 19, 2020	3.25%	\$19.55

Ratification Bonus- employees who are on payroll at the time of ratification and who remain on active payroll at the time the bonus is paid out shall be eligible for a one hundred (\$100.00) dollar bonus for full time members and fifty (\$50.00) dollar for part time members as soon as administratively possible.

SIDE LETTER ON HEALTHCARE

Sodexo ("the Employer) and AFSCME, District Council 37, on behalf of Local 154 ('The Union') are parties to an Agreement expiring on December 18, 2021.

This Side Letter Agreement, as was agreed to March 29, 2016, and is hereby extended to December 18, 2021, by and between the Employer and Union, is intended to provide notification by the Employer to the Union within 90 days in the event of termination of the Sodexo Standard Health Insurance.

The Employer will reimburse employees copay in connection with the Annual Physical Examination.

**SDH Services West, LLC, a subsidiary of
Sodexo, Inc. at New York Health and
Hospitals Laundry**



**Keith Fleming, Director
Labor Relations**

Jul 11, 2019

Date

**DISTRICT COUNCIL 37, AFSCME
for LOCAL 154**



**Henry Garrido, Executive Director
District Council 37 AFSCME, AFL-CIO**

7/2/19

Date

James W Byrnes

James W Byrnes (Jul 12, 2019)

James Byrnes, District Manager

Jul 12, 2019

Date