

AGREEMENT

between

**SDH Education East, LLC
A subsidiary of Sodexo, Inc.**

at

**Marquette University
Milwaukee, Wisconsin**

and

**Service Employees International Union (SEIU),
SEIU Wisconsin**

EFFECTIVE DATES:

FROM: JULY 1, 2021

THRU: JUNE 30, 2024

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AGREEMENT

THIS AGREEMENT is made and entered into on the date set forth below, by and between SDH Education East, LLC, a subsidiary of Sodexo, Inc. at Marquette University, Milwaukee, Wisconsin (hereinafter referred to as the "Company" or the "Employer"), its successors or assigns, and the Service Employees International Union (SEIU), SEIU Wisconsin, (hereinafter referred to as the "Union") covering the Employer's food service employees at Marquette University, Milwaukee, Wisconsin.

WITNESSETH

WHEREAS, it is the desire of the parties hereto to enter into a collective agreement for the purpose of maintaining harmonious and peaceful labor conditions and establishing methods for a fair and peaceful adjustment of disputes that may arise between the parties, both parties mutually pledging that they cooperate with each other in good faith in the enforcement of the terms of this Agreement

so as to secure uninterrupted operation of the business of the Employer in rendering service to customers and patrons and continuous employment of the employees, and general stabilization;

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

ARTICLE 1 – UNION RECOGNITION

The Employer recognizes the Union as the sole collective bargaining agent for the employees covered by this Agreement, and the Union agrees that the employees shall work for the Employer upon the terms and conditions set forth in this Agreement.

ARTICLE 2 – UNION JURISDICTION

The Employer recognizes the Union as the exclusive bargaining agent for all food service employees working for the Employer at Marquette University, Milwaukee, Wisconsin, excluding all office clerical employees, guards, managers, assistant managers, students and all other supervisory employees.

ARTICLE 3 – UNION INFORMATION/REPRESENTATION

Section 1. As part of the new hire orientation, the Employer will distribute a copy of the collective agreement, the names of the shop stewards and alternates, The Union and/or one (1) Steward shall be afforded fifteen (15) minutes to address new employees about the Union at the end of each orientation session, as well as at the Employer's all-employee welcome back meeting each August.

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 Marquette University are covered under a collective bargaining agreement between Sodexo and Service Employees International Union (SEIU), SEIU Wisconsin. Sodexo is neutral on the subject of employees’ decision to join or not join the Union. No employee shall be discriminated against for either joining or not joining the Union. More information and a copy of the Union Contract can be obtained by calling the Union Office”.

Section 2.

The number of Union Stewards shall be no more than seven (7) total and no more than two (2) per building. The Union shall advise the Employer in writing of the names of Union

Stewards. No more than one Union Steward may participate in any grievance procedure, unless a steward is the Grievant, in which case he or she shall be entitled to representation by another Steward. Union Stewards, unless the Steward is the Grievant, shall be recognized by the Employer as representatives of the employees for the purposes of enforcing this Agreement, and shall generally act as representatives of the Union on the job.

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

ARTICLE 4 – CHECK-OFF

Section 1. Dues Deductions. The Employer agrees to deduct monthly from the wages of each employee who so voluntarily authorizes such deduction, in writing on the forms provided by the Union for that purpose, the amount of regular initiation fees and monthly Union dues as certified to the Employer by the Secretary/Treasurer of the Union.

The Employer shall remit each month to the Union, the amount of deductions made for that particular month including initiation fees, reinstatement fees, membership dues, and arrears, together with a list of employees with their last four (4) digits of their social security numbers, hourly rate of pay, hours worked/paid per week, and arrearages per week/month, for whom such deductions have been made. Such information shall be transmitted electronically in a common, commercially-available electronic format mutually agreeable to the Union and the

Employer. 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 25th of the month following the month in which deductions are made.

Any employee who is paying union dues or an amount equal to union dues, may stop making those payments by giving written notice to both the Employer and to the Union during the 15-day “window period” between the thirtieth (30th) day and forty-fifth (45th) day prior to the annual anniversary date of the date when the employee signed the dues deduction authorization card, or on or after the termination date of the then current collective bargaining agreement, whichever occurs first. The Employer will honor an employee’s dues deduction authorization unless they are revoked in writing during the

aforementioned “window period”, irrespective of the employee’s membership in the union.

The Employer agrees to honor individual authorizations presented by the Union, in a format that is compatible with the Employer’s system, for dues deductions and voluntary deductions such as COPE contributions, including alternate forms of authorization in addition to signed membership forms, provided that such authorizations are allowable under state and federal law and clearly indicate the intent of individual employees. The Union shall provide at least ninety (90) days advance notice of any proposed modifications.

Section 2. Change in Amount of Dues Deduction. If at any time the Union needs to change the amount of dues which should be deducted, it will notify the Employer by the twentieth (20th) of the month prior to the month in which the new or additional

deduction are to be made. The notification will also state whether the charge is permanent or temporary.

Section 3. COPE Deductions. The Employer agrees to deduct and transmit to SEIU Wisconsin COPE all monies deducted per pay period from the wages of those employees who voluntarily authorize such contribution on the forms provided by SEIU Wisconsin for that purpose. These transmittals shall occur monthly and shall be accompanied by a list of names of those employees for whom such deductions have been made and the amount deducted for each employee. The Employer agrees only to withhold deductions stated as monthly dollar amounts.

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 5 – EMPLOYEE LIST

The Employer upon request shall furnish the Union with a complete list of all employees including current addresses, current wage rate, last four (4) digits of social security number, cell phone and email (if available). Each month the Employer shall notify the Union in writing of terminations and newly-hired employees.

ARTICLE 6 – BULLETIN BOARDS AND UNION VISITATION

Section 1. The Employer will allow the Union to post notices on bulletin boards located by the time clocks. The Union will provide the General Manager with a copy of any notice prior to its being posted.

Section 2. The Union shall not post any material which is derogatory to the Employer. The Employer may request that the Union remove material on the bulletin board in

violation of the Agreement. The material in question will be removed by the Union.

Section 3. A representative of the Union desiring to visit the premises or confer at the University with an employee in the bargaining unit may do so provided permission is received from the General Manager. Such permission will not be unreasonably denied. Bargaining unit employees will clock out or be on their break time during any such meeting.

Section 4. The Union will identify the Work Site Representative and alternate within each work unit and notify the Employer by written notice. The Union will also advise the Employer in writing of any changes.

ARTICLE 7 – STRIKES AND LOCKOUTS

The Union agrees for itself and its members that there shall be no picketing, strikes, sympathetic strikes or sit-downs for any reason whatsoever, or any other work

interruption, and the Employer agrees that there shall be no lock-out during the life of this Agreement, it being the desire of both parties hereto to provide uninterrupted and continuous service. Employees violating this Article shall be subject to immediate discharge.

ARTICLE 8 – MANAGEMENT RIGHTS

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

Section 2. Except as modified by this Agreement, the Employer's right to manage its business shall include, but not be limited

to, the right to hire, promote, demote, transfer, assign, and direct its work force; to discipline, suspend, or discharge; to retire or relieve employees from duty because of lack of work or other legitimate reasons; to determine and require standards of performance and to maintain discipline, order and efficiency; to determine operating standards, operational and other policies; to determine methods and procedures; to determine the quantity and type of equipment to be used; to increase or decrease the work force; to determine the number of departments and employees therein, and the work performed by them; to determine processes to be employed in the work place; to determine the number of hours per day or week individuals work and operations that shall be carried out; to establish and change work schedules, hours and assignments; to subcontract as long as it does not result in the layoff or displacement of employees, except in cases of significant mechanical breakdown, fire, or flood; to discontinue or relocate any portion or all of

the operations now or in the future that are carried out at the facility covered by this Agreement; to schedule hours of work, including overtime; to add shifts or terminate existing shifts in accordance with customer need; to determine job content and classifications required; and to make and enforce all rules relating to work, operations, and safety, so long as they are not inconsistent with the terms of this Agreement.

ARTICLE 9 – 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, gender identity or expression, disability, veteran status or any other personal characteristic that is protected by applicable law. The Employer and the Union also agree that neither of them will retaliate against any of the Employer's employees who complain

of discrimination or harassment or who participate in an investigation regarding discrimination or harassment.

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

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

Section 3. Americans with Disabilities Act. This Agreement shall be interpreted to permit the reasonable accommodation of disabled persons as required by state and/or federal law, including the Americans with

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

ARTICLE 10 – PROBATIONARY EMPLOYEES

Section 1. New employees shall remain probationary and shall not become regular employees until completion of sixty (60)

calendar days of service from the date of the last hiring. Upon completion of sixty (60) calendar days of probationary service, employees shall enjoy seniority from the last date of hiring. Probationary employees shall have no seniority rights during the probationary period and their employment may be terminated at any time in the sole discretion of the Employer. If discharged during the probationary period, such discharge shall not be subject to the grievance procedure.

Section 2. The Work Site Representative or, in the absence of a Work Site Representative, the alternate Work Site Representative, will be introduced by the supervisor to all newly hired employees within their first (1st) two (2) work days. If the Work Site Representative or alternate are unavailable, the Union Coordinator will be introduced to the new employee(s). The Union representative that is introduced to the new employee(s) will have the new employee(s) sign a dues

deduction authorization card if they have not previously done so. This will be done within one-half (1/2) hour before or one-half (1/2) hour after the new employees scheduled work period during non-work hours. The time and the place will be designated by the Employer.

ARTICLE 11 – SENIORITY

Section 1. Company Seniority. Seniority rights shall prevail, including transfers, based on length of service, ability and qualifications. The Employer reserves the right to determine ability and qualifications. However, the Union retains the right to grieve any such situation. Seniority shall be defined as the length of service with Sodexo and its predecessor companies at Marquette University as of the employee's most recent hiring date. Seniority will not accrue during unpaid leaves.

Section 2. Classification Seniority. The Employer shall recognize seniority rights according to job classification and work unit at

Marquette University, and employees shall be laid off and returned to work according to seniority status unless said employee is unable to perform work available.

Section 3. Seniority for Full-time and Regular Part-time Employees. Seniority refers to both full-time and regular part-time employees. At no time will part-time employee's seniority supersede a full-time employee's seniority; that is, once an employee is put on the part-time list; he or she may exercise seniority only against other part-time employees. All seniority dates, both full-time and part-time, will run from the employee's most recent date of employment with the Employer.

Section 4. Loss of Seniority. An employee's seniority will be broken by the following:

1. Discharge for just cause.

2. Voluntary quits.
3. Absence from work due to lay-off for a period of one (1) year.
4. Failure to report to work within three (3) calendar days after receiving written notification to return to work following lay-off.
5. Failure to return to work in accordance with the terms of a Leave of Absence.
6. Absence from work for three (3) consecutive days without advising the Company.
7. Falsifying reasons for obtaining Leave of Absence or engaging in other employment during such Leave.
8. Receiving settlement for total disability.

9. Falsifying pertinent information on application of employment.

Section 5. Job Posting. Permanent vacancies and new job positions shall be posted on bulletin boards campus wide for a period of four (4) consecutive days for the purpose of considering bidders. The posting shall list the job title, shift, an indication of the hours that may be associated with the position, and the wage rate.

Employee(s) may bid and be awarded a lateral transfer once per academic year. There will be no trial period for a lateral transfer.

Job vacancies and new position not fulfilled by a lateral transfer will be bid for any higher level classification. First preference will be given to employees within the same building who have seniority and qualifications. Second preference will be given to employees in other buildings based on

seniority and qualifications. The successful bidder will have a thirty (30) working day trial period during which either the Employer or the employee may determine, in their mutual best interest that the employee should return to their previous position.

There will be no more than three (3) subsequent posting as a result of a job bid.

ARTICLE 12 – PERMANENT LAYOFF AND SUMMER WORK

Section 1. Because the Employer and the Union wish to alleviate the problems which can arise when employees are indefinitely laid off – as opposed to the normal seasonal lay-offs which occur several times a year – they have agreed to the following:

Section 2. Permanent Layoff. Lay-offs and recalls shall be made on the basis of seniority, ability, and qualification. Ability shall decide in cases where seniority is equal.

Rehire shall be made in the reverse order of layoff. Not less than two (2) weeks notice of long term non-seasonal lay-off shall be given by the Company except when the Employer has had no notice of the lay-off and then a minimum of one (1) week's notice shall be given except in the case of a catastrophe or Act of God.

Section 3. Summer Work. Available summer work will be offered, on a voluntary basis, by classification by seniority, in the following manner:

1. First, to those employees who normally work during the academic year at the work unit that will be open during the summer;
2. Second, to those employees who normally work during the academic year at other similar work units (residence halls or retail sites);

3. Third, to all employees campus-wide.

If the Employer is unable to secure sufficient volunteers to fulfill its staffing needs for the summer using the above voluntary procedures, then the least senior employees, by classification, will be required to work.

ARTICLE 13 – GRIEVANCE PROCEDURE

Section 1. Should differences arise between the Company and the Union or its members employed by the Company as to meaning or application of the provisions of this Agreement, there shall be an earnest effort made on the part of both, the representatives of the Management and representatives of the Union, to settle the dispute.

Section 2. Disputes shall be settled in the following manner:

Step 1. The employee and/or the Union

will first verbally discuss the alleged grievance with the Director of Operations and a settlement attempted.

Step 2. If the alleged grievance is not resolved with the Director of Operations, then the alleged grievance must be submitted by the Union, in writing, to the General Manager or his/her designee within seven (7) calendar days from when the employee or Union knew or should have known of the alleged grievance. The grievance will state the specific facts known to the Union and/or the employee at that time, giving rise to the grievance, including a statement as to the alleged dates and individuals allegedly aggrieved, and the specific Article and Sections alleged to have been violated. If the written alleged grievance is not received by the General Manager or his/her designee at the Second Step within seven (7) calendar days from when the employee or Union knew or should have

known of the alleged grievance, then the grievance shall be considered as waived by the Union and the employee.

After receiving the written grievance, the General Manager or his/her designee, representatives of the Union, the Union steward and the employee or employees involved, will meet to discuss the grievance within seven (7) calendar days of receipt of the written grievance. Thereafter, the General Manager or his/her designee will give a written response to the grievance within seven (7) calendar days after the meeting.

Step 3: If the grievance is not settled to the satisfaction of the Union at Step 2, the Union, within seven (7) calendar days after receiving the General Manager or their designee's reply, shall submit the grievance to the District Manager or their designee in writing setting forth the alleged facts of the grievance, which shall

also include the specific Article(s) and Section(s) of the Agreement that the Union believes have been violated and the remedy being sought in this matter. Either the District Manager or their designee or the Union shall request a meeting for the purpose of resolving the grievance prior to the Employer's decision. The meeting shall be held within ten (10) calendar days of being requested. Within ten (10) calendar days of the meeting, the Employer shall deliver to the Union a written reply to the alleged grievance, which shall provide for a decision in the matter and the reasons for the decision.

Step 4. If the grievance is not satisfactorily settled in Step 3, then it shall be submitted, in writing, by the Union within ten (10) calendar days of the Employer's written response in Step 3, to Grievance Mediation before a mediator from the Federal Mediation and Conciliation Service (FMCS). (In the

event that the Employer does not respond in writing within ten [10] days of the Step 3 meeting, then the Union may submit the matter to Grievance Mediation as provided for in this paragraph.)

The Grievance Mediation sessions will be conducted within twenty (20) calendar days following the written request for Grievance Mediation.

Proceedings before the mediator will be informal and rules of evidence will not apply. No record, stenographic or tape recordings of the meetings will be made. The mediator's notes will be confidential and their content shall not be revealed. FMCS rules protecting the mediator's confidentiality and immunity from providing testimony in any subsequent arbitration case, court proceeding, or administrative tribunal shall apply to FMCS grievance mediation. FMCS and the mediator appointed by the Service will

be held harmless of any claim of damages arising from the mediation process.

Mediation sessions will be private. The grievant and witnesses will be entitled to be present. Attorneys will not be present unless mutually agreed to by the Employer and the Union. No more than two (2) additional representatives from the Union and two (2) additional representatives from the Employer who have not been previously involved in the grievance up to this point, may be present at the Grievance Mediation.

The mediator may conduct the mediation conference utilizing all of the customary techniques associated with mediation including the use of separate caucuses.

The mediator shall have no authority to compel resolution of the grievance, or to recommend altering, amending or modifying any provisions of this

Agreement; or to actually alter, amend or modify any provisions of this Agreement.

In the event that no settlement is reached during the mediation conference, the mediator may provide the parties, either in separate or joint session, with written recommendations for settlement, and/or an oral advisory opinion.

If either party does not accept the written recommendation for settlement or the advisory opinion, as the case may be, or if neither is provided, then the matter may proceed to arbitration in accordance with the provisions of this Article.

Section 3. Arbitration. If Grievance Mediation provided for in Step 3 fails to resolve the grievance, then either party may request arbitration by so notifying the other party, in writing, of its intent to arbitrate within ten (10) calendar days of the date on which the Grievance Mediation written

recommendation or advisory opinion, as the case may be, is rendered.

Section 4. The Arbitrator shall be selected by mutual consent of the Union and the Employer. If the parties are unable to agree upon an Arbitrator, then either party may request a panel of seven (7) Arbitrators from the Federal Mediation and Conciliation Service. The parties shall alternately strike names from the list until one (1) name remains. The remaining person shall be the Arbitrator.

Section 5. The decision of the Arbitrator shall be final and binding on the Union, Employer, and the employee or employees involved. The Arbitrator shall not be empowered to rule contrary to, amend, or to add to, or eliminate any of the provisions of this Agreement. The Employer and the Union shall jointly and equally share all expenses of the Arbitrator.

Section 6. The Employer and the Union agree that the grievance procedure set forth in this Article shall be the sole and exclusive method of settling all claims, grievances and controversies arising out of the terms of this Agreement. The Employer and the Union agree to follow each of the foregoing steps of the grievance procedure in the processing of a grievance, including the time limits for advancing the grievance and responding to the grievance.

Section 7. The time limit set out in this Article may be extended by the mutual agreement of the Company and the Union, and the agreement to extend must be in writing and signed by both parties. Should either party fail to respond within the time limits provided for herein, then the grievance will automatically be advanced to the next step in the grievance procedure.

ARTICLE 14 – LABOR-MANAGEMENT

COMMITTEE

A Labor-Management committee composed of not more than five (5) employee representatives and five (5) Employer representatives may meet once per month to discuss non-contractual issues of mutual concern. The meetings shall be held within ten (10) working days from the date either party receives a request for a meeting from the other party. The meetings will be limited to one (1) hour unless both parties agree to an extension to be dictated by the circumstances. The meetings will be conducted during non-working hours. A list of topics for discussion shall be provided by the party requesting the meeting one (1) week prior to the meeting date.

Employees shall be advised by the Employer that they have the right to Union representation at the time of discipline or discharge meetings.

ARTICLE 15 – SAFETY COMMITTEE

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 three members of the bargaining unit selected by the Union 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, and employees will utilize the protective equipment provided.

ARTICLE 16 – DISCHARGES

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 (7) 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:

1. First written warning.
2. Second written warning.
3. A final warning and disciplinary suspension of up to five (5) scheduled work days.
4. Suspension pending investigation and decision to discharge.

Section 3. The progressive disciplinary steps described in Section 2 may not be applied, and employees may be subject to suspension or summary discharge in cases of serious misconduct, such as gross insubordination; fraud, theft, or misappropriation of company or client funds or property; punching in or out for another employee or any other falsification of records; vandalism; use, possession, sale, distribution, or being under the influence while at work of alcoholic beverages or illegal drugs or other controlled substances; possession of firearms or illegal weapons at the work place

or while on duty; engaging in, abetting, or threatening violence, physical harm, or abuse of fellow employees, management, or customers; or other conduct of a similar nature, seriousness, or culpability.

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

Section 5. An employee shall be permitted to have a Shop Steward or Union Representative at any meeting with the Employer, or its agents, which meeting is for the purpose of investigating alleged misconduct by the employee that might be the basis for, or which may result in, discharge, suspension or other disciplinary action with respect to the employee. If the

employee indicates that he/she wishes a steward to be present, and one is not available, the disciplinary meeting shall be temporarily postponed unless it is suspension or suspension with intent to discharge. In such cases, another bargaining unit person of the employee's choosing shall be asked to sit in as a witness. If it is not a suspension or suspension with intent to discharge, the discipline shall be delayed until the employee's next shift.

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

ARTICLE 17 – WAGES

Section 1. Increases will be granted to all covered employees during the term of this Agreement as shown in the Appendices, attached hereto.

Section 2. The minimum hourly wage rates for all covered employees under this

Agreement shall be as listed in the attached Schedule “A”, Classifications and Wages.

Section 3. In the event that the Employer goes to a bi-weekly payroll system, the employees and the Union shall be given a thirty (30) day notice.

Should the paydate change from Friday, the Employer will meet with the Union to bargain over the effects of such change.

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

ARTICLE 18 – EMPLOYEE DEFINITION

Section 1. Full-time Employee. Regular full-time employment shall be considered for all those employees covered under this

Agreement who are regularly scheduled to work thirty (30) or more hours per week.

Section 2. Part-time Employee. Regular part-time employees covered by this Agreement are defined as employees scheduled to work regularly less than thirty (30) but at least sixteen (16) or more hours per week.

ARTICLE 19 – HOURS OF WORK

Section 1. Work day and Work week. The normal work day and work week for employees covered by this Agreement shall be either eight (8) hours per day and forty (40) hours per week, or ten (10) hours per day and forty (40) hours per week. The foregoing is not intended to be interpreted as a guarantee of work for any number of hours a day or days a week.

Section 2. Workweek and Overtime. The work week shall consist of a seven (7) day payroll period beginning at 12:01 a.m. on

Friday and ending at 12:00 midnight the following Thursday.

Time worked by an employee covered by this Agreement in excess of forty (40) ours in any one (1) work week shall be considered as overtime and shall be paid for at the rate of one and one-half (1 1/2) times the regular hourly rate of pay.

Section 3. Reporting Pay. Employees, who report for work at their normal starting hour, in the absence of notice from the Employer to the contrary, shall receive a minimum of four (4) hours of work or four (4) hours of pay in lieu thereof.

Section 4. Minimum Pay on Scheduled Day Off. When an employee is called in to work on their normally scheduled day off, they shall receive a minimum of four (4) hours of work or four (4) hours of pay in lieu thereof.

Section 5. Work Schedule Changes. Employees shall be notified before any

weekly work schedules changes. Where possible employees will be notified twenty-four (24) hours in advance of weekly work schedule changes. If the situation does not provide for the Employer to give twenty-four (24) hour notice, the notice shall be given as soon as possible prior to any weekly work schedule changes. Weekly work schedules will normally be posted one (1) week in advance.

Section 6. Extra Work. The Employer has the right to require employees to work unplanned additional work hours as needed above and beyond those already scheduled as may be necessary to meet operating requirements. In the event additional work hours are required, the General Manager or his designee shall use the volunteer procedures below, by work unit by classification, in the following order:

1. If the employee is at work and it is within their classification, they will be

asked. Volunteers will be asked beginning with the most senior qualified employee.

2. The least senior qualified employee in the unit will be expected to perform the work. If the least senior employee in the work unit refuses the additional work hours assignment, the Employer is free to fill the position from any available source with preference being given to bargaining unit employees.

Reduction of hours will be in reverse order of seniority.

This in no case is intended to limit Management's flexibility with respect to rescheduling and determination of employee's ability to perform work nor should this be construed to require management to assign additional hours in the above matter so that it puts it self in a position of over-time liability.

Section 7. Work in a Higher Classification.

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

Section 8. Snow Emergency. If a snow emergency is declared by the City of Milwaukee and an employee is late or absent, but has made a good faith effort to get to work, the employee will be considered excused. Incidents of this nature will not be considered in any other disciplinary situation. Employees that are at work at the time a snow emergency is declared, whose only transportation home is the Milwaukee Transit System, will be given the option to remain at work or leave without pay for the remainder of the scheduled hours of work if the Milwaukee

Transit System announces that it will stop service.

Section 9. Use of Students. Except in an emergency, at no time will a student replace a regular full-time or part-time employee.

Students will not be utilized to reduce the scheduled hours of employees.

ARTICLE 20 – UNIFORMS, MEALS, BREAKS

Section 1. Uniforms. The Employer will furnish to each newly-hired employee three (3) new uniforms, at no cost to the employee. The employee will launder and maintain the uniforms. The Employer will replace uniforms on an as needed basis, given normal wear and tear, including accidents on the job that may necessitate providing a new uniform. Upon separation, uniforms shall remain the property of the Employer and must be turned in by the employee.

Section 2. Meals and Meal Period. The Employer will provide all employees with a free, wholesome meal, as determined by management, for each day worked. The meal will be consumed during the employee's one-half (½) hour unpaid meal period as scheduled by the Employer. Employees will also be permitted to consume a snack and a beverage as determined by management, at no cost to the employee, during their fifteen (15) minute paid rest period as scheduled by the Employer.

Should an employee be requested to work beyond his/her normally scheduled hours, and by doing so the employee works during an additional meal period, then the employee will be permitted to have an additional free, wholesome meal that day as determined by management.

Section 3. Paid Breaks. An employee shall be entitled to one (1) fifteen (15) minute paid rest period for each full four (4) hour period

worked. Abuse of rest periods shall be cause for discipline.

ARTICLE 21 – VACATIONS

Section 1. All employees shall be eligible to accrue vacation hours. Vacation hours are accrued during one (1) year and become available for use (earned or vested) as of September 1st of the following academic year. All employees, regardless of their anniversary date, will accrue vacation hours between September 1st and August 31st of the following year.

Vacation shall be determined based on length of service as follows:

- From their date of hire through their 24th month of employment, employees shall accrue .03125 hours of vacation pay per hour paid, up to a maximum of 40 hours in a year.

- From their 25th month of employment through their 96th month of employment, employees shall accrue .0625 hours of vacation pay per hour paid, up to a maximum of 80 hours in a year.
- From their 97st month of employment through their 180th month of employment, employees shall accrue .0938 hours of vacation pay per hour paid, up to a maximum of 120 hours in a year.
- From their 181st month of employment through their 240th month of employment, employees shall accrue .125 hours of vacation pay per hour paid, up to a maximum of 160 hours in a year.
- From their 241st month of employment and each month thereafter, employees shall accrue .157 hours of vacation pay per hour paid, up to a maximum of 200 hours in a year.

Section 2. Vacation time shall vest on September 1st, of each year.

Section 3. Vacation Pay. The rate of vacation pay shall be at the regular straight time rate of pay in effect for the employee's regular job during the vacation period times the number of hours the employee is regularly scheduled to work per week. Employees may request and receive their vacation pay on the last regular paycheck at the end of the academic year.

Section 4. Vacation Period. Due to the operational needs of the Employer, employees will be encouraged to take their vacation time during operational down times. Requests for vacations other than those times will be reviewed by the General Manager and approved by him/her on a case by case basis. Based on operational needs, these requests will not be unreasonably denied. In cases of conflict between vacation dates seniority shall prevail. Vacation time may be broken up by weeks, but time shall not exceed the employee's vacation period and/or allowance for any year. Earned unused vacation may

be taken in increments of less than one (1) week with management approval and two (2) weeks advance notice. Approved requests due to emergency situations will be paid according to the established payroll schedule from the week that the request is made.

Section 5. Employee vacation requests shall be answered and returned, in writing, to the employee within ten (10) working days.

Section 6. Vacation earned under this Agreement may not be carried over from year to year.

Section 7. On September 1st or within the first pay period following September 1st of each year, the Employer shall provide to the employee a report showing the employee's available vacation days for the next year.

Section 8. 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 9. Upon separation of employment, employees will receive all available vacation.

ARTICLE 22 – HOLIDAYS

Section 1. Holidays. The following days or the day which they are to be legally observed by employees covered under this Agreement shall be recognized as holidays with straight-time pay:

Labor Day	Friday	after
Thanksgiving		
Thursday of Fall break		Reverend
Martin Luther King Jr. Day		
Friday of Fall break		Holy
Thursday		
Wednesday before Thanksgiving		
Good Friday		
Thanksgiving Day		

Section 2. Holiday Pay. Regular full-time and regular part-time employees covered by

this Agreement shall be paid for the above holidays at the basic straight-time hourly rate for the number of standard hours usually worked on that day of the week, providing they are regularly scheduled to work sixteen (16) or more hours per week.

Section 3. Qualifying for Holiday Pay. To qualify for holiday pay, eligible employees must of have completed their probationary period, and must have been on the job and available for work the last full scheduled work day before, work if scheduled on the holiday and the first full scheduled day after the holiday, unless excused by the Employer.

Section 4. Work on a Holiday. All work actually performed on eligible holidays shall be paid at straight hourly base rate in addition to holiday pay.

Section 5. No Pyramiding. There shall be no pyramiding of holiday pay.

Section 6. July 4th Paid Holiday. July 4th will be a paid holiday for those employees who are scheduled to work the week before the July 4th holiday, and who satisfy the other qualifications for holiday pay as set out in Sections 2 and 3 of this Article.

ARTICLE 23 – SICK LEAVE

All employees that work sixteen (16) hours or more shall be eligible to accrue sick hours. Sick hours are accrued during one (1) year and become available for use earned or vested) as of September 1st of the following academic year. All employees regardless of their anniversary date, will accrue sick hours between September 1st and August 31st of the following year.

Section 1. Sick Leave for personal illness or injury only. Sick time is to be used as described in Section 7 of this Article, excluding on-the-job sickness and injury that

is covered by worker's compensation insurance. If an injury results in a contested worker compensation claim, sick days may be used. Said days will be reinstated in full if and when the claim is proven to be a bona fide injury that must be covered by worker's compensation upon full reimbursement of sick day pay by the employee. It is the employee's responsibility to report the settlement of worker's compensation claims to the Employer for reinstatement of sick time days.

Section 2. Sick leave shall be determined based on length of service as follows:

- All employees scheduled more than 16 hours per week shall accrue .03125 hours of sick leave pay per hour paid, up to a maximum of forty (40) hours in a year.

Section 3. Pay for a day of sick leave used. Sick leave will be paid at the

straight-time hourly rate of the employee. Payments shall be based on the number of hours usually worked by him or her on the absent day or days involved.

Sick days may be taken in whole day or half-day increments only. If an employee works at least half of his/her scheduled shift, and uses sick time on that day, then the employee will be charged for a half-day of sick leave. If an employee works less than half of his/her scheduled shift and used sick time on that day, then the employee will be charged for a whole day of sick leave.

Section 4.

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

Section 5. Carryover of unused sick days.

Employees will not be permitted to carryover unused sick days from year to year.

Section 6. Payout of unused sick days.

All unused sick days will be paid out in full (100%) to employees at the end of each academic year.

In order to receive pay for unused sick days, the employee must be on the payroll as of the date the unused sick days are paid out.

Section 7. Sick days may be used for the employee's own injury or illness, the employee's own medical appointments, or the injury, illness or medical appointments of a spouse, domestic partner, or dependent.

Section 8. Employee notification. The employee shall notify the Employer two (2) hours before starting time that he will not report to work due to sickness.

Section 9. Vacation or holiday pay will not be advanced or paid for sick leave purposes.

Section 10. A doctor's note may be requested by the Employer under the following circumstances:

1. Upon returning to work after three (3) consecutive days off sick;
2. Upon returning to work after being off sick due to stomach or intestinal track illnesses, regardless of number of days off sick;
3. Upon returning to work after being off sick due to pink eye or any other infectious disease, regardless of number of days off sick;
4. Upon returning to work after being off sick on the last scheduled day before, after, or on the holiday scheduled to work;

5. In instances where there appears to be a pattern of sick absences.

Section 11. Each academic year, the use by an employee of the paid sick days shall not count towards the Employer's time and attendance policy.

ARTICLE 24 – JURY DUTY

An employee covered by this Agreement (except any probationary employee) who is summoned to Court to serve as a juror during his scheduled working hours will be paid the difference between his hourly rate multiplied by the number of hours he would have worked had it not been for the jury service required, and his pay as a juror for the same day, but only where his pay for hours not worked exceed the jury pay he received for such day. To qualify for Jury Duty Allowance, an employee must submit to the Employer an official Court Certificate stating which days he

served as a juror and the amount received for such service.

ARTICLE 25 – FUNERAL LEAVE

In case of death of a grandparent, parent, current parent-in-law, brother, sister, spouse, child, step child, grand child, or foster child the Company shall grant time off with pay from the day of death until and including the day of the funeral, not to exceed three (3) working days.

Two (2) days shall be granted with pay to attend the funeral in case of death of a current brother-in-law, current sister-in-law, aunt, uncle, niece, or nephew.

The employee shall obtain and furnish, and the Company reserves the right to request, proof of such funeral. For the purpose of this Article, "parent" shall mean either true parent or an individual who can be established to

management's satisfaction as legal guardian, but not both.

ARTICLE 26 – INSURANCE

Section 1. Eligibility. Effective on the first of the month following sixty (60) days of employment, full-time employees who regularly work and/or are paid for thirty (30) hours or more per week, are eligible to receive group insurance coverage in accordance with the terms and conditions of those plans.

Section 2. Insurance and Contributions to the Amalgamated National Health Fund. For those eligible employees who elect health insurance coverage, the Employer will make monthly contributions to the Amalgamated National Health Fund (“the Fund”) for health insurance coverage provided for under the Fund’s “Silver Plus Plan”.

The monthly premiums for said “Silver Plus

Plan” coverage will be in accordance with the monthly premium rates as established by the Fund up to the following maximum monthly premiums:

	Effective 7/1/2021	Effective 7/1/2022	Effective 7/1/2023
Employee only	\$799.00	\$831.00	\$864.00
Employee + Spouse	\$1,780.00	\$1,851.00	\$1,925.00
Employee + child	\$1,079.00	\$1,122.00	\$1,167.00
Employee + children	\$1,478.00	\$1,537.00	\$1,598.00
Family	\$2,259.00	\$2,349.00	\$2,443.00

Section 3. Employee Co-premium. The Employer will deduct twenty percent (20%) of said coverage monthly contributions from employees’ paychecks on a weekly basis for employee only coverage. If an employee elects any level of dependent coverage, then

the Employer will deduct twenty-five percent (25%) of said coverage monthly contributions from employees' paychecks on a weekly basis for the level of dependent coverage selected.

The employee share of the premium will be deducted each week through payroll deduction. The employee's weekly deduction will be calculated based on the total annual amount owed by the employee divided by fifty-two (52).

Employees laid off during seasonal layoff periods of Christmas break and Spring break will have the employee weekly deductions for those periods deducted from their paychecks after they return to work. Employees laid off for the summer will be required to make arrangements prior to the end of the academic year in May to pay their share of the premium during the summer layoff.

The Employer will submit the entire

contribution to the Fund on a monthly basis on behalf of all eligible employees who have paid their portion of the contribution.

Section 4. Election, Enrollment and Waiver. The parties agree that employees cannot waive coverage in exchange for wages or some other type of benefit.

The parties agree that an employee may only change his or her enrollment election during the Open Enrollment period of each year of the Agreement or such other times as allowed by applicable federal law. An employee who enrolls in coverage will automatically be enrolled in the same level of coverage each subsequent enrollment period, unless he or she elects to change their level of coverage during Open Enrollment.

For any coverage level for which there is an employee co-premium, the Employer is required to remit contributions to the Fund for those employees who enroll in the Fund and

agree to remit the required co-premium via payroll deduction. Eligible employees who wish to enroll in the Plan shall do so in accordance with the Fund's policies, including but not limited to, signing an Election Form or enrolling telephonically. The Employer is required to keep a copy of either the telephonic confirmation letter or signed election form, as applicable. Such form shall be retained with the employee's file and made available to the Fund upon request.

Employees who are on a valid Family and Medical Leave of Absence (FMLA), USERRA, or a Temporary Unit Closing ("TUC") leave, shall be deemed to have worked in each week of such leave the greater of (i) 30 hours or (ii) actual hours worked or paid.

Section 5. "Measurement Period". The twelve (12)-month period of November 1st through the following October 31st will be considered as, and referred to as "the

measurement period”. Employees must work and/or be paid for 1,560 hours during the twelve (12)-month period of November 1, 2020 through October 28, 2021, in order to continue to be eligible or be eligible for the health insurance coverage described in Section 2 of this Article for the twelve (12)-month period beginning on January 1, 2022. Employees who had previously been enrolled in health insurance, but who did not work and/or were paid for 1,560 hours during the twelve (12)-month period of November 1, 2020 through October 31, 2021, will not be eligible to enroll during the Open Enrollment period for the Plan Year that begins on January 1, 2022.

The twelve (12)-month period of November 1st through the following October 31st will be considered as, and referred to as “the measurement period”. Employees must work and/or be paid for 1,560 hours during the twelve (12)-month period of November 1, 2021 through October 31, 2022, in order to

continue to be eligible or be eligible for the health insurance coverage described in Section 2 of this Article for the twelve (12)-month period beginning on January 1, 2023. Employees who had previously been enrolled in health insurance, but who did not work and/or were paid for 1,560 hours during the twelve (12)-month period of November 1, 2021 through October 31, 2022, will not be eligible to enroll during the Open Enrollment period for the Plan Year that begins on January 1, 2023.

The twelve (12)-month period of November 1st through the following October 31st will be considered as, and referred to as “the measurement period”. Employees must work and/or be paid for 1,560 hours during the twelve (12)-month period of November 1, 2022 through October 31, 2023, in order to continue to be eligible or be eligible for the health insurance coverage described in Section 2 of this Article for the twelve (12)-month period beginning on January 1,

2024. Employees who had previously been enrolled in health insurance, but who did not work and/or were paid for 1,560 hours during the twelve (12)-month period of November 1, 2022 through October 31, 2023, will not be eligible to enroll during the Open Enrollment period for the Plan Year that begins on January 1, 2024.

Section 6. Said contributions shall be submitted monthly, together with a report of the employee data required by the Trust Fund, on the format prescribed by the Trust Fund, no later than the fifteenth (15th) day of the month following the month for which contributions are to be made.

For the benefits provided for in this section, the Employer and the Union agree to be bound by the Agreement and Declaration of Trust of the Amalgamated National Health Fund, or such new, merged or consolidated plan as may be adopted by the Trustees, and

they do hereby irrevocably designate as their representative on the Board of Trustees, such Trustees named in said Agreement and Declaration of Trust as Employer and Union Trustees, together with their successors selected as provided therein, and agree to abide and be bound by all procedures established and actions taken by the Trustees pursuant to said Trust Agreement.

As of the effective date of this Agreement, the terms provided herein are consistent with the Agreement and Declaration of Trust of said Plan. However, if in the future, any provision of this Agreement becomes inconsistent with the Agreement and Declaration of Trust, or the Plan of Benefits, rules or procedures subsequently established by the Trustees, any such inconsistent provisions of this Agreement shall be null and void, provided the Trust Fund provides written notice to the Employer. However, the Trustees shall not have the power unilaterally to either increase the contribution rate negotiated by the

Employer and the Union, or modify the date contributions are to be paid, as set forth in the Collective Bargaining Agreement, during the life of the contract.

Section 7. In the event an employee is placed on a medical leave of absence due to a non-occupational injury or illness, the Company will continue to make contributions so long as the employee pays his/her share of the premium, for a period of up to three (3) months. If the injury or illness is of occupational origin, the Company will continue to pay its share of the premium, so long as the employee pays his/her share of the premium, for a period up to six (6) months.

Section 8. Dental Insurance. Full-time employees may elect dental insurance coverage as provided by the Employer's non-standard dental plan. Employees who elect dental insurance coverage, regardless of level of coverage, will pay the entire cost of

the premium through weekly payroll deductions, based on the total yearly premium cost for dental insurance divided by 52. The provisions of Section 7 of this Article shall apply during short-term seasonal layoff periods.

(Note: Current weekly deduction for employee only dental insurance: \$7.40)

Section 9. Short-term Disability Insurance. Full-time employees may elect short-term disability insurance coverage as provided by the Employer's non-standard short-term disability plan. The short-term disability plan provides \$250.00 weekly benefit for up to 26 weeks, payable on the first day of off-the-job accident or hospitalization, or the eighth day of illness. Employees who elect short-term disability insurance coverage will pay the entire cost of the premium through weekly payroll deductions, based on the total yearly premium cost for the short-term disability insurance divided by 52. The provisions of

Section 7 of this Article shall apply during short-term seasonal layoff periods.

(Note: Current weekly deduction for short-term disability insurance is: \$5.13)

ARTICLE 27 – PENSION

Section 1. The Employer shall remain a participating Employer of the Service Employees International Union (SEIU) National Industry Pension Fund (NIPF), and shall make pension contributions to the NIPF on behalf of all eligible employees for each straight-time hour paid.

Eligible employees are defined as employees who as of the first day of any calendar month have completed sixty (60) calendar days of employment.

Section 2. Prior to July 1, 2012, and for the life of the collective bargaining agreement that was effective from July 1, 2009 through

June 30, 2012, the Employer's regular contribution to the NIPF on behalf of eligible employees was thirty cents (\$0.30) per straight-time hour paid.

For the life of the collective bargaining agreement that was effective from July 1, 2012 through June 30, 2015, the Employer's regular contribution to the NIPF on behalf of eligible employees was thirty cents (\$0.30) per straight-time hour paid.

Effective July 1, 2015, and for the life of this Agreement, the Employer's regular contribution to the NIPF on behalf of eligible employees will continue to be thirty cents (\$0.30) per straight-time hour paid.

For the life of the collective bargaining agreement that was effective from July 1, 2015 through June 30, 2018, the Employer's regular contribution to the NIPF on behalf of eligible employees was thirty cents (\$0.30) per straight time hour paid.

Effective July 1, 2018, and for the life of this Agreement, the Employer's regular contribution to the NIPF on behalf of eligible employees will continue to be thirty cents (\$0.30) per straight-time hour paid.

Section 3. Based on the terms of the SEIU National Industry Pension Fund (NIPF) rehabilitation plan issued by the trustees on November 25, 2009, the Employer is required to make a supplemental contribution to the NIPF over and above the regular contribution described in Section 2 of this Article.

During the term of this Agreement, and only for the purpose of complying with the supplemental contributions provisions of the aforementioned rehabilitation plan that has been adopted by the NIPF trustees in order to provide additional funds to the NIPF in order to pay down the NIPF's unfunded liability in accordance with the provisions of the Pension

Protection Act (PPA), the Employer's pension contributions shall be as follows:

- Effective July 1, 2012 – A 27.70% supplemental contribution added each month to the regular Employer pension contribution rate of \$0.30 per straight-time hour paid.
- Effective July 1, 2013 – A 37.60% supplemental contribution added each month to the regular Employer pension contribution rate of \$0.30 per straight-time hour paid.
- Effective July 1, 2014 – A 48.30% supplemental contribution added each month to the regular Employer pension contribution rate of \$0.30 per straight-time hour paid.
- Effective July 1, 2015 – A 59.80% supplemental contribution added each month to the regular Employer pension

contribution rate of \$0.30 per straight-time hour paid.

- Effective July 1, 2016 – A 72.10% supplemental contribution added each month to the regular Employer pension contribution rate of \$0.30 per straight-time hour paid.
- Effective July 1, 2017 – A 85.50% supplemental contribution added each month to the regular Employer pension contribution rate of \$0.30 per straight-time hour paid.
- Effective July 1, 2018 – A 99.9% supplemental contribution added each month to the regular Employer pension contribution rate of \$0.30 per straight-time hour paid.
- Effective July 1, 2019 – A 115.4% supplemental contribution added each month to the regular Employer pension

contribution rate of \$0.30 per straight-time hour paid.

- Effective July 1, 2020 – A 132.0% supplemental contribution added each month to the regular Employer pension contribution rate of \$0.30 per straight-time hour paid.
- Effective July 1, 2021 – A 150.0% supplemental contribution added each month to the regular Employer pension contribution rate of \$0.30 per straight-time hour paid.
- Effective July 1, 2022 – A 169.4% supplemental contribution added each month to the regular Employer pension contribution rate of \$0.30 per straight-time hour paid.
- Effective July 1, 2023 – A 169.4% supplemental contribution added each month to the regular Employer pension contribution rate of \$0.30 per straight-time

hour paid.

Section 4. The contributions described in Section 3 of this Article shall be made monthly, together with a report of the employee data required by the Pension Plan, on the format prescribed by the Pension Plan, no later than the twenty-fifth (25th) day of the month following the month for which contributions are to be made.

Section 5. Based on provisions in the Pension Protection Act (PPA), the Pension Fund identified in Section 1 of this Article may assess the Employer additional contributions above and beyond those provided for in Section 3 of this Article. If the Employer receives written notification from the Pension Fund that it will be required to make such additional contributions, then thirty (30) days following the date of such written notice, this Agreement will terminate, notwithstanding any provisions in this Agreement in Article 31,

Term of Agreement, to the contrary. Under such circumstances, the Employer and the Union agree that it will immediately make arrangements to meet to negotiate a new Agreement.

ARTICLE 28 – UNPAID LEAVE OF ABSENCE

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

fourteen (14) calendar day's notice of such request. All leave requests shall be approved in the sole discretion of the Employer and must include a return to work date.

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

Upon the Union's request and subject to the Employer's business requirements, union members serving as stewards or alternate stewards under this contract shall be granted special training leaves to attend group trainings provided by the union. The size of the group attending such a training will be subject to business needs of the Employer but shall not be less than half (1/2) the number of stewards provided for in this contract, and the time period for such group training leave shall not exceed three (3) days in any year. Such leaves will be unpaid and will not adversely affect an employee's seniority or benefits. The Union will work with the Employer to schedule such training in a manner that minimizes the impact of the attendees' absence on the Employer's business, and will provide the Employer with as much notice as is practicable, which in any

event shall not be less than five (5) working days.

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

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

Section 5. Returning from Leave. An employee returning from FMLA/Union leave, or a personal leave of thirty (30) days or less, shall be entitled to reinstatement to his/her position, hours, and work unit unless the position has been eliminated or modified as a result of layoffs or other legitimate business needs. In such event, the employee may use their seniority as provided for in Article 11, Seniority. Vacancies created by such leaves

shall not be subject to the Job Posting requirements and may be filled temporarily at the Employer's discretion.

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

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

ARTICLE 29 – PERSONNEL FILE REVIEW

Section 1. Employees have the right to review the information in their personnel files, except for letters of recommendation or

reference. A request for review must be made in writing and shall be directed to the General Manager. No employee shall be allowed to review their file more than twice a year, unless the request is directly related to a pending grievance.

Section 2. An employee will be allowed to comment in writing with regard to the contents of their personnel file. All such written comments will be made a part of the file. Upon request, an employee will be provided copies of any material in their file and the cost of making the copies will be paid by the employee.

Section 3. After inspecting his/her personnel file, the employee will sign a form in the presence of a Personnel Department employee or the employee's manager indicating the date the file was inspected. The form will become a part of the file. No material from the file may be removed from the Personnel Department.

ARTICLE 30 –TEMPORARY TRANSITIONAL DUTY PROGRAM

Section 1. In order to facilitate the return to work of an employee who has suffered an on-the-job injury or illness, the Employer 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 Employer will give the Union seven (7) calendar days' notice of the proposed position and modifications. If the Union objects to the assignment for good cause, the Employer will delay implementation of the proposed assignment for up to seven (7) calendar days, during which time the parties will meet (in person or by telephone) to review and attempt to resolve the Union's objections. If

the parties are unable to agree, the Employer 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 Employer 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 Employer and the Union.

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

ARTICLE 31 – ALCOHOL AND DRUG ABUSE POLICY

Section 1. The Employer and the Union recognize that they must endeavor to provide safe and efficient operations for the protection and benefit of the general public, and the Employer's guests and employees. As part of its efforts to achieve this goal, the Employer must require that its work be performed by employees who are not under the influence of illegal drugs or alcohol at work. For purposes of this Agreement, the term "drugs" shall include drugs and alcohol, as appropriate.

Section 2. The parties hereby adopt and incorporate by reference the Drug/Alcohol Test Implementation Guidelines

annexed to this Agreement as Appendix “B”.

ARTICLE 32 – TERM OF AGREEMENT

This Agreement shall commence on July 1, 2021, and continue in full force and effect up to and including June 30, 2024. It shall be automatically renewed for an additional period of one (1) year and from time to time thereafter, unless either party hereto shall serve notice in writing upon the other party by registered mail, return receipt requested, sixty (60) days prior to the expiration date of this Agreement or any extension thereof.

SIGNED ON BEHALF OF:
SIGNED ON BEHALF OF:

**SDH Education East, LLC, a
Service Employees International Union
Subsidiary of Sodexo, Inc at
(SEIU), SEIU Wisconsin
Marquette University
Milwaukee, Wisconsin**

Megan Gregor, Director Labor Relations
Louis Davis, Executive Director

Kevin Gilligan, District Manager

SCHEDULE “A” – CLASSIFICATIONS AND WAGES

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

<u>Classification</u>	Effective Effective	Effective 07/01/21
<u>07/01/22</u> <u>07/1/23</u>		
Cook	\$15.47	\$15.97
\$16.42		
Baker	\$16.40	\$16.90
\$17.35		
Food Service Worker/Cashier		\$15.18
\$15.68 \$16.13		
Food Service Worker		\$15.13
\$15.63 \$16.08		
Utility	\$15.02	\$15.52
\$15.97		

Section 2. Employees above contract rate of pay. Employees who are paid above the

contract rate of pay for their classification will receive general wage increases as follows:

Effective 07-01-21 hour	\$0.40 per
Effective 07-01-22 hour	\$0.50 per
Effective 07-01-23 hour	\$0.45 per

Section 3. Longevity Pay for employees hired on or after January 1, 2006.

Employees hired on or after January 1, 2006 will receive longevity pay as follows:

On the July 1st following completion of five (5) continuous years of service with the Company, employees will receive \$0.10 per hour increase.

On the July 1st following completion of ten (10) continuous years of service with the Company, employees will receive \$0.10

per hour increase.

Section 4 . Longevity pay for employees.

Effective July 1, 2021, employees will be eligible for the following longevity increases:

On the July 1st following completion of twenty (20) continuous years of service with the Company, employees will receive a \$0.15 cents per hour increase.

On the July 1st following completion of twenty-five (25) continuous years of service with the Company, employees will receive a \$0.15 cents per hour increase.

Section 5. Employees who work a shift beginning after 10:00pm but before 2:00am will receive a shift differential of one dollar (\$1.00) per hour over and above their regular rate of pay.

APPENDIX “B” (DRUG/ALCOHOL TEST IMPLEMENTATION GUIDELINES)

POST-ACCIDENT ABUSE TESTING SUBSTANCE

A. Circumstances When Testing Will Be Required

As permitted by law, Sodexo will conduct drug and/or alcohol testing following on-the-job accidents, as defined in Section “C”, below, in accordance with the procedures set forth in this Article.

These procedures are designed not only to detect use of drugs or alcohol but also to ensure fairness to each Employee. Every effort will be made to maintain the dignity of Employees involved.

Employees governed by client-specific requirements must comply with those client requirements in addition to the requirements

herein, if not in conflict with client requirements.

B. Prohibited Substances:

1. Prohibited Drugs: Unless limited by applicable state law, testing will be conducted for the presence of the following substances or their metabolites:

- *ALCOHOL
- *AMPHETAMINES (Including MDMA)
- *COCAINE
- *MARIJUANA
- *OPIATE METABOLITES
- *PHENCYCLIDINE (PCP)
- *6-monoacetylmorphine (6-MAM; a heroin-specific metabolite)
- *Additional substances may be added as evidence of use dictates.

Detection levels requiring a determination of a positive result shall, where applicable, be under accepted scientific standards in accordance with the recommendations

established by the Substance Abuse and Mental Health Services Administration (SAMHSA; formerly “NIDA”) as adopted by the federal Department of Transportation (DOT).

2. Alcohol: A positive alcohol test is any result reported at or above 0.04.

C. Post-Accident Testing:

An Employee Accident is defined as an unplanned event which results in a work-related injury or illness which requires outside medical treatment and cost.

For any Employee who is involved in an Employee Accident, Sodexo will conduct drug and alcohol testing.

All Employee Accidents must be reported to the Sodexo unit manager or other designated person or manager within one hour of the event – unless there are circumstances that make reporting within 1 hour impractical or impossible – but no later than three hours of the event.

Post-Accident drug and alcohol testing should occur as soon as is practical but not later than 32 hours after the occurrence of an event meeting the above criteria. Employees must report for testing within thirty-two (32) hours. If an Employee fails to do so, it will be deemed refusal to test, absent a reasonable explanation.

D. Collection of Samples/Lab Analysis:

1. Specimen Collection: All specimen collection for drugs and alcohol will be performed in accordance with generally accepted scientific methods. Sodexo will use chain-of-custody procedures.

2. Specimen Analysis: Test methods permitted by state law shall be utilized. For confirmation purposes of any test screened “non-negative,” Sodexo will retain only a laboratory certified by the Substance Abuse and Mental Health Services Administration (SAMHSA). The laboratory will be required to maintain strict compliance with

federally approved chain-of-custody procedures, quality control, maintenance and scientific analytical methodologies.

3. Split-sample Analysis: The Employee may request that a confirmation test on the specimen be conducted. That request must be made in writing within three (3) business days after being notified of the positive test result. The analysis of the split sample shall be obtained from a separate, unrelated certified laboratory chosen by the Employee and shall be at the Employee's expense.

If the split sample analysis fails to re-confirm the presence of the prohibited substance found in the original sample then both tests shall be noted as a negative and no disciplinary action taken.

E. Alcohol Testing Procedures:

All alcohol tests will be conducted in strict compliance with the rules adopted by federal and state guidelines and in accordance with the best practice in the applicable scientific

community.

F. Review and Notice of Rights:

Sodexo's contracted Medical Review Officer will contact any Employee testing positive for the presence of a prohibited substance. The Employee will be allowed to present medical documentation to explain any permissible use of a drug. All such discussions between the Employee and the MRO will be confidential. Sodexo will not be a party to or have access to matters discussed between the Employee and the MRO, except to respond to a claim made in a grievance, arbitration, lawsuit or administrative charge. Until the Employee contacts the MRO or a reasonable time has lapsed after the Employee was asked to contact the MRO, Sodexo will not be advised of the test result.

If legitimate, medically supported reasons exist to explain the positive result, the MRO will report the test result to Sodexo as a negative. If there is no legitimate, medically supportable reason for the positive test result, the MRO will

report the test result as a positive. Sodexo will then notify the Employee of the positive result, the substance(s) detected and the Employee's right to a split-sample analysis.

There will be no medical review of a positive test for alcohol or a positive test of a split specimen. No medical explanation for alcohol in an Employee's system will be accepted.

If, during the course of an interview with an Employee who has tested positive, the MRO learns of a medical condition, or medication for a medical condition, which could, in the MRO's reasonable medical judgment, pose a risk to safety, the MRO may report that information to Sodexo.

If the result is reported to Sodexo as positive by the MRO, Sodexo will notify the Employee in writing of the following:

1. The result of the test;
2. The Employee's right to have a split sample analyzed;

3. The Employee's right to choose the laboratory to analyze the split sample;
4. The Employee's right to take up to three business days after the date of written notice to decide whether to have the split analyzed;
5. The Employee's responsibility to pay for the split sample analysis.

G. Consequences:

Any Employee who refuses to submit to the testing process will be terminated.

Any employee suspected of unnecessarily delaying the test process, attempting to adulterate or substitute a sample or refusing to fully cooperate in the test process will be considered to have refused to submit to testing.

For a first positive test result, an Employee will be permitted to take an unpaid leave of absence of up to thirty (30) days for the purpose of participating in a medically approved rehabilitation program.

Upon successful completion of the rehabilitation program, the Employee, the Union and the Employer will execute a Return to Work Agreement, specifying that in addition to drug and alcohol testing following any on-the-job injury, the Employee will, for a period of twelve (12) months, be subject to drug and alcohol testing at the direction of management if there is reasonable grounds to suspect that the Employee is under the influence of drugs or alcohol. The penalty for a second positive test for drugs or alcohol shall be termination.

In addition, a positive test, or the refusal to submit to a test, may result in a denial or loss of workers compensation benefits under state law. (This information is provided for informational purposes only, it being understood that neither the Union nor the Employer controls the grant or denial of workers' compensation benefits.)

H. Confidentiality:

Unless otherwise limited by law, information and records relating to testing, test results, drug or alcohol dependencies, medical restrictions, and legitimate medical explanations provided to the medical facility, the MRO, or Sodexo's designated Human Resources Manager as part of Sodexo's drug and alcohol testing program, shall be kept confidential and maintained in medical files separate from Employees' personnel files. Such information shall be the property of Sodexo and may be disclosed to Human Resources, the MRO, and to Sodexo managers and supervisors on a need-to-know basis. Such information also may be disclosed where relevant to a grievance, charge, claim, lawsuit, or other legal proceeding initiated by or on behalf of an employee or prospective employee.

I. Employee Assistance:

Employees with personal alcohol and drug abuse problems should request confidential assistance through local support agencies or, if applicable, Sodexo's health insurance

program. Employees who undergo voluntary counseling or treatment, and who continue to work, must meet all established standards of conduct and job performance including these Guidelines. While the mere voluntary request for assistance with an alcohol or drug abuse problem will not result in any constructive counseling, such requests will not prevent disciplinary action for violation of Sodexo's Drug and Alcohol Use Policy and will not prevent termination for a positive result.

SIDE LETTER

SDH Education West, LLC at SDH Education East, LLC, a subsidiary of Sodexo, Inc. at Marquette University, Milwaukee, Wisconsin (hereinafter referred to as the "Company" or the "Employer"), its successors or assigns, and the Service Employees International Union (SEIU), SEIU Wisconsin, (hereinafter referred to as the "Union") covering the Employer's food service employees at Marquette University, Milwaukee, Wisconsin are parties to a collective bargaining agreement that is effective from July 1, 2021 through June 30, 2024.

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

Sodexo was awarded the housekeeping services for the summer residential halls from the University from the period of beginning

May 2018 to August 2018 and the additional summer of May 2019 to August 2019. As a result, current bargaining unit employees were provided the opportunity to perform this work on a voluntary basis.

Employees that performed this work received their current rate of pay and any other applicable bargaining unit benefits.

There was a voluntary sign-up sheet in which hours/shifts were awarded based on campus wide seniority.

Should Sodexo be provided the opportunity for housekeeping service for the summer residential halls from the University from May 2021 to August 2021 and each summer after within this agreement, this voluntary process will be continued.

SIGNED ON BEHALF OF:
SIGNED ON BEHALF OF:

**SDH Education East, LLC, a
Service Employees International Union
Subsidiary of Sodexo, Inc at
(SEIU), SEIU Wisconsin
Marquette University
Milwaukee, Wisconsin**

Megan Gregor, Director Labor Relations
Louis Davis, Executive Director

Kevin Gilligan, District Manager