COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SDH EDUCATION WEST, LLC
A subsidiary of Sodexo, Inc.
at

MINNESOTA STATE UNIVERSITY – MANKATO
7 CENTENNIAL STUDENT UNION
MANKATO, MN 56001

AND

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME), COUNCIL 5, AFL-CIO

EFFECTIVE DATES:

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AGREEMENT

Section 1. This AGREEMENT is made and entered into by and between SDH Education West, LLC a subsidiary of Sodexo, Inc. at Minnesota State University–Mankato, 7 Centennial Student Union, Mankato, MN, 56001 (hereinafter referred to as "the Employer" or "the Company"), and Council 5, of the American Federation of State, County, and Municipal Employees (AFSCME Council 5) AFL-CIO, (hereinafter referred to as "the Union"), and 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 share a common goal of fostering an amicable and collaborative relationship that will directly facilitate the delivery of efficient, high quality services to the Employer's clients and customers at competitive costs by establishing employee wages, benefits, and working conditions. Accordingly, 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 manage the business.

ARTICLE 1 – RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative with respect to wages, hours of employment and other conditions of employment for all full-time and regular part-time food service employees of Sodexo Campus Services at Minnesota State University-Mankato, 7 Centennial Student Union, Mankato, MN, 56001, in the classifications identified in Appendix "A". Excluded from the bargaining unit shall be employees in classifications not identified in Appendix "A", managers, confidential and clerical employees, professional employees, student workers, casual/substitute employees, temporary 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 Employee. A "casual employee" is one who is scheduled to work on an as needed, non-regular basis.

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.

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 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 5 – 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 reasonable 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 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

that are carried on at the facility covered by this Agreement; to schedule hours of work, including overtime; to add shifts or terminate existing shifts in accordance with customer need; to determine job content and classifications required; and to establish reasonable work rules and enforce all rules relating to work, operations, and safety.

ARTICLE 6 – UNION SECURITY

Section 1. Agency Shop. Any present or future employee who is not a Union member, and who does not make application for membership, shall, as a condition of employment, pay to the Union each payroll period a service charge as a contribution towards the administration of this Agreement in an amount that is in compliance with the law and as determined by AFSCME Council 5, and its Local 638.

Employees who fail to comply with this Section shall be discharged by the Employer within thirty-one (31) days after receipt of written notice to the employee and Employer from the Union.

The Union agrees to indemnify and hold the Employer harmless from any loss resulting from complying with such request from the Union.

Section 2. New Employees. The Employer agrees to furnish the Local Union Steward with the name and address of all new employees within five (5) days of the date of their hire. All new employees shall receive an orientation provided by the Union up to fifteen (15) minutes at the discretion of the Employer based on business needs.

Quarterly, the Employer will provide to the Union, a complete list of all the vacant positions.

Section 3. Check-off. The Employer agrees to deduct weekly, if the Employer's payroll system permits, from the wages of employees who authorize such deductions in writing, an amount sufficient to provide for the payment of union membership dues or service fees as established by the Union. The amounts to be deducted shall be certified to the Employer by the Union and the aggregate deductions of all such employees shall be remitted together with an itemized statement, to the Union, by the twenty-fifth (25th) day of the month following the month in which deductions are made.

Authorizations for such deductions shall be irrevocable during the life of this Agreement, or if not permitted, then in accordance with applicable law.

Section 4. The Employer shall deduct weekly a flat dollar amount from the gross wages or salary of each employee who voluntarily executes the "PEOPLE" political action committee (PAC) payroll deduction authorization form the contributions so authorized on that form, and remit those contributions to the Union at the same time that the Employer remits to the Union the Union dues that are separately voluntarily authorized by employees to be deducted from their gross wages or salaries and remitted to the Union pursuant to Article 6, Section 3 of this Agreement. The Employer may remit PAC contributions and Union dues to the Union by a single check, or by separate checks. With each PAC contribution remittance, the Employer shall provide the Union with a written itemization setting forth as to each contributing employee his or her name, Social Security number and total contribution amount. The employee may revoke the "PEOPLE" check-off authorization at any time by giving written notice to the Employer and the Union.

Section 5. **Successor.** This Agreement shall be binding in all respects on the parties and their successors.

Section 6. The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union, which is in accordance with the provisions of this Agreement.

ARTICLE 7 – BARGAINING UNIT WORK

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

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.

ARTICLE 8 – LABOR-MANAGEMENT COMMITTEE

The Employer and Union agree that there shall be a Labor-Management Committee consisting of no more than four (4) individuals from each party, depending on unit size. The union's representation will consist of up to four (4) members. It is desirable that the union representation consists of at least one (1) from Carkoski and one (1) from CSU. 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) calendar days after either party so requests, but not more than one time each month during the academic year. A written agenda shall be established for each meeting and shall be presented between the parties a minimum of forty-eight (48) hours in advance of the scheduled meeting. Said agenda may be amended by mutual agreement at the meeting. Such meetings shall not be construed as opening the Agreement for negotiations, nor shall any subject matter at the meetings constitute a step in the grievance procedure. Employees shall be paid for lost time at their regular hourly rate for time spent at Labor-Management meetings.

ARTICLE 9 – JOB SAFETY

Section 1. **General.** It shall be the policy of the Employer that the safety of their employees, the protection of work areas, and the prevention of accidents are continuing and integral parts of their everyday operating responsibility. It shall be the responsibility of all employees to cooperate in programs to promote safety and to comply with rules promulgated to ensure safety. This employee responsibility includes the use of all safety devices provided in accordance with recognized safety procedures.

Section 2. **Employee Safety.** Any unsafe equipment or job conditions shall be brought to the attention of the supervisor. Any necessary protective equipment or protective clothing shall be furnished by the Employer at no expense to the employee. Employees who continue to use

unsafe procedures or equipment after being instructed not to do so shall be subject to disciplinary action.

Section 3. Safety Committee. A joint Union-Management Safety Committee shall be established composed of one (1) representative of the Employer and one (1) representative of the Union from each work area. The Committee shall meet monthly to discuss safety and other matters of concern in an effort to create a better working relationship between the parties, including discussion of duties which could be done by employees on limited duty restrictions. Employees shall be paid at their regular hourly rate for time spent at Safety Committee meetings.

ARTICLE 10 – 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 purposes of conferring with the Employer and the Union Steward and monitoring the administration of this Agreement. Management can withhold access to the premises for legitimate reasons. However, access will not be unreasonably withheld.

Section 2. An authorized representative of the Union will make reasonable attempts to notify the General Manager or authorized designee in advance of arriving on the Employer's or client's premises of their desire to visit. 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. At that time, the General Manager or authorized designee will inform the Union accredited representative 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 the client's security regulations.

ARTICLE 11 – UNION STEWARDS

Section 1. There shall be a maximum of three (3) stewards and two (2) alternative stewards. The Union shall advise the Employer in writing of the names of Union Stewards. Up to two (2) Union Stewards may participate in each grievance procedure.

Section 2. 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 needs to meet.

Section 3. The Union shall appoint one (1) of the stewards as a "Chief" Steward.

Section 4. If the overall number of bargaining unit employees – either in the total unit, on a specific shift, or in a specific work area—changes significantly, the Parties will meet to discuss the number of Stewards.

ARTICLE 12 – EMPLOYEE BULLETIN BOARDS

The Employer agrees to furnish and maintain suitable bulletin boards in convenient places to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards.

ARTICLE 13 – SENIORITY

Section 1. Definition. "Seniority" means an employee's length of continuous service with the Employer since his/her last date of hire.

Section 2. Probationary Period. All newly hired employees shall have a ninety (90) calendar day probationary period (exclusive of any periods of lay-off) during which time the Employer shall be sole judge of their qualifications for continuing employment and should their employment be terminated during this period, such termination shall not be subject to the grievance and arbitration provisions of this Agreement. An employee who successfully completes his/her probationary period shall be placed on the seniority list and their seniority date shall be the date that they begin the Union position.

Section 3. Forfeiture of Seniority. Continuous employment shall be broken for any of the following reasons. 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 three (3) consecutive days without notice to the Employer. This will ordinarily be considered a voluntary quit.

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 within five (5) working days after such notice is given. Such notice shall be deemed to have been sufficiently given if sent to the employee by a reliable, documented, means to the last address furnished by the employee to management.

e) Layoff without recall after a period of one (1) year from the date of layoff, 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.

Section 4. Seniority Lists. Every three (3) months the Employer shall post on the department bulletin board a seniority list showing the continuous service of each employee. A copy of this seniority list shall be furnished to the Local Union at the time it is posted. When two (2) or more employees have the same seniority dates, their respective positions on the seniority list shall be determined by lot.

ARTICLE 14 – PROMOTIONS, JOB VACANCIES

Section 1. When new jobs are available, or when other permanent vacancies occur in the bargaining unit, the Company will post the job, including the general duties and shift involved, for seven (7) consecutive calendar days on the employee bulletin board.

Section 2. Employees desiring to apply for this job will submit their request to management in writing utilizing a form to be provided by the Employer. The successful applicant will be selected on the basis of seniority, provided the employee possesses the ability and qualifications to perform the work required in the new position.

Section 3. The employee shall be provided a complete and accurate job description detailing the duties of the job at the time (s)he begins work. Each employee currently employed shall be provided a complete and accurate job description detailing the duties of his/her job within two (2) weeks after signing this agreement.

Section 4. If the employee awarded the job decides within fifteen (15) working days of the assignment that he/she does not want the job, the employee shall be returned to the position held before the award. The Employer shall then fill the position according to Section 2 of this Article. The employee shall not be returned to the previous position until the Employer has secured a replacement or fifteen (15) working days after the assignment, whichever comes first.

Section 5. An employee accepting promotion or transfer to a job within the scope of this Agreement and failing to qualify within fifteen (15) working days shall return to the job from which he/she was promoted or transferred.

Section 6. In the event no employee bids on a posted vacancy within the seven (7) consecutive calendar day period, the Employer may fill such vacancy as he sees fit.

Section 7. The Employer may fill vacancies on a temporary basis during the bidding process.

ARTICLE 15 – LAYOFF AND RECALL

Section 1. In the event the Employer finds it necessary to lay off employees due to lack of work, or job abolishment, such layoffs shall be on the basis of inverse order of seniority (juniority) within the classification in which the layoff is necessary.

Section 2. Employees shall be given fourteen (14) calendar days written notice, in cases of layoff and copied to the local union steward or representative.

Section 3. Laid off employees shall be given preference in reemployment if the employee possesses the minimum qualification to do the job. 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, or the employee may bump the least senior employee in their former classification.

b) The affected employee(s) may opt to fill a vacancy in their own or lower pay grade in any classification if, in the Employer's opinion, within reason, they are qualified and have the ability to perform 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 written personal notice (receipted) or certified mail (return receipt required) sent to 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.

Section 5. Reduction in Hours. Two (2) weeks after the beginning of each semester, the Employer will establish a schedule for the remainder of the semester. When hours have been reduced, the Employer shall make every effort to reassign senior employees whose hours have been reduced and who desire more hours to job assignments with the greater number of hours, taking into consideration the factors of seniority, individual abilities and the stability of the operation.

Section 6. Shut-down/Start-up. On partial school days, those employees normally assigned the shift shall be scheduled. If the Employer does not need all the employees on a shift on a partial school day, the Employer shall schedule the senior employees assigned that shift to work. When the shift that is needed encompasses two shifts, the most senior employees from each shift shall be scheduled.

ARTICLE 16 – LEAVES

Section 1. Jury Duty. Employees shall be granted a leave of absence with pay, reduced by the amount of any compensation (except mileage and expenses) received from the court, any time they are required to report for jury duty or jury service. At the time an employee is notified he/she may be called for jury duty, he/she shall notify his/her supervisor as soon as possible. The employee shall make every attempt to have jury duty deferred to a period when the food service operation is curtailed.

Section 2. Civic Duty. Employees required to appear before a court or other public body on any matter not related to their work and in which they are not personally involved (as a plaintiff or defendant) and employees elected or appointed to any political or legislative position who request a leave of absence to perform their civic duty shall be granted a leave of absence without pay for the period necessary to fulfill their civic responsibilities.

Section 3. Military Service. Any employee who is a member of a reserve force of the United States or of this State and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this State shall be granted an unpaid leave of absence during the period of such activity, up to a maximum of fifteen (15) full work days per year.

Section 4. **Medical Leave.** Employees will be granted leaves of absence for medical reasons for as long as their attending physicians require, not to exceed a period of six (6) months.

Section 5. **Reasonable Purpose.** Leaves of absence without pay for a limited period -- not to exceed six (6) months -- shall be granted for any reasonable purpose, and such leaves may be extended or renewed for any reasonable period. Reasonable purpose in each case shall be agreed upon by the Union and the Employer. Request for leaves of absence must be made in writing indicating the reasons therefore and the requested duration of such leave. Requests for leaves of absence must be made as far in advance as possible, with a minimum of two (2) weeks' notice whenever possible.

Section 6. **Unpaid Personal Leave Days.** Employees may request approval for up to three (3) personal leave days without pay each year (July 1st to June 30th). Request for personal leave must be made in writing to the Employer ten (10) days in advance of the leave, wherever practical, however, in all cases as soon as the employee knows of the need. The supervisor shall respond in writing to all personal leave requests within twenty-four (24) hours. If it is necessary to restrict the number of employees on leave at one time, the more senior employees shall be granted the leave. Leaves will be granted on a "first come - first served" basis, and once leave has been approved, an employee cannot be required to work.

Section 7. **Union Business.** The Employer will approve written requests for leave without pay, not to exceed one (1) year, for employees elected to any Union office or selected by the Union to do work which takes them from their employment with the Employer.

The Employer will make a reasonable attempt to honor an employee's request for paid vacation time or unpaid union leave to attend their monthly local union meeting.

Section 8. **Negotiations.** No more than five (5) employees selected to serve on a negotiating committee will be paid for time lost when negotiations are held during their regular shift, such costs to be borne equally by the Employer and the Union. The Union agrees to notify the Employer of the names of employees selected prior to the start of negotiations.

ARTICLE 17 – DISCIPLINE AND DISCHARGE

Section 1. **Discipline.** Disciplinary action may be imposed upon an employee only for just cause. Any disciplinary action or measures imposed upon an employee may be processed as a grievance through the regular grievance procedure. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. An employee shall be permitted and the Employer is strongly encouraged to advise the employee of their right 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 Union Representative 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.

Minor infractions, irregularities, or deficiencies shall first be privately brought to the attention of the employee.

Upon written request of an employee, the contents of his/her personnel records shall be disclosed to the employee and/or his/her Union representative and/or his/her legal counsel. Disciplinary action or measures shall include only the following and may commence at any step of the process depending upon the severity of the offense:

a) Oral Reprimand (documented in writing);

b) Written Reprimand;

c) Suspension (notice to be given in writing);

d) Discharge (notice to be given in writing);

The Union shall receive a copy of all written disciplinary actions and the reasons therefore.

Section 2. Discharge. The Employer shall not discharge any employee without just cause. The Union shall have the right to take up the suspension and/or discharge of an employee as a grievance at the second step of the grievance procedure and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary by either party.

Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation in cash for all lost time and with full restoration of all other rights and conditions of employment except as may be otherwise agreed to by the parties or as may be otherwise determined by an arbitrator.

Section 3. Personnel Records. Oral and written reprimands, or a written record of a suspension shall remain in the employee's personnel record, but will not be utilized for purposes of progressive discipline, after one (1) year provided that no further disciplinary action has been entered into the employee's personnel record during the year.

ARTICLE 18 – SETTLEMENT OF DISPUTES

Section 1. Grievance Procedure. Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner.

STEP 1. The grievance shall be submitted by the employee and/or union steward and/or Union Business Representative to the General Manager (or their designee), in writing, within fourteen (14) calendar days of when the employee and/or Union knew or should have known of the events giving rise to the grievance. However, any liability situation shall not begin until the date on which the grievance is filed.

The grievance shall set forth the alleged facts of the grievance, the specific Article(s) and Section(s) alleged to have been violated, and the remedy that is being sought.

After receiving the written grievance, the General Manager or designee, representatives of the Union, the shop steward, and the employee or employees

involved, will meet to discuss the grievance within seven (7) calendar days of receipt of the written grievance. Thereafter, the General Manager or designee shall provide a written response to the Union representative within seven (7) calendar days after the meeting.

STEP 2. If not resolved satisfactorily at Step 1, the grievance shall be submitted in writing to the District Manager or their designee by the Union's Representative or their designee within seven (7) calendar days after receipt of the response at Step 1. Either the District Manager or their designee or the Union shall request a meeting, which may be conducted telephonically if mutually agreed, for the purpose of resolving the grievance prior to the Employer's final decision.

The meeting shall be held within (7) seven calendar days of being requested, and may include the grievant, the chief union steward, one additional employee and the Union business representative. Employees attending the meeting will be paid for any lost time.

Within seven (7) calendar days of the meeting the Employer shall deliver to the Union a written reply, which shall provide for a decision in the matter and the reason(s) for the decision.

STEP 3. **Grievance Mediation (Optional).** If no satisfactory settlement has been agreed to at the conclusion of Step 2, then the Union and the Employer may mutually agree to refer the matter to grievance mediation conducted by a mediator from the Federal Mediation and Conciliation Service (FMCS) in accordance with the FMCS grievance mediation rules. The request for grievance mediation must be filed with FMCS within fourteen (14) calendar days following the District Managers' Step 2 written answer.

STEP 4. **Arbitration.** If the grievance is still unsettled after either Step 2 or Step 3, then the Union may, within sixty (60) calendar days after the conclusion of either Step 2 or Step 3, serve notice of its intention to submit the issue to arbitration by giving written notice to the other party.

The selection of an arbitrator and the conduct of any arbitration shall be in accordance with the voluntary labor arbitration rules of the Federal Mediation and Conciliation Service.

The decision of the arbitrator shall be final and binding on the Employer, the Union and the employee or employees involved, and the arbitrator shall be requested to issue his/her decision within thirty (30) calendar days after the conclusion of testimony and argument.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and outside witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available at a reasonable cost to the other party and the arbitrator.

The jurisdiction and the authority of the arbitrator of the grievance and his opinion and award shall be confined exclusively to the interpretation of the expressed provisions of this Agreement and he shall have no authority to add to, detract from, alter, amend, or modify any provisions of this Agreement.

Section 2. **Time Limits.** The time limitation set forth in this Article may be waived, without prejudice to either party, only upon mutual written agreement between the Union and the Employer.

ARTICLE 19 – HOURS OF WORK

Section 1. The "workweek" shall consist of a seven (7)-day payroll period beginning at 12:00 a.m. Friday and ending at 11:59 p.m. Thursday. The parties understand and agree that the beginning and end of the workweek may change as a result of changes to the Employer's payroll or timekeeping systems. The Employer will contact the union at least two weeks before any change in the payroll period.

Section 2. 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 3. All employees covered by this Agreement shall be granted one (1) fifteen (15) minute paid break for each four (4) hours worked. Breaks will be scheduled by the manager. Employees who work five (5) or more hours in a day shall receive a one-half (1/2) hour unpaid meal break to be scheduled, as close as possible to the mid-point of the hours, by the manager or designee.

Section 4. The Employer shall provide a free, wholesome meal as determined by management.

Section 5. **Changes in Work Day or Week/Period.** To depart from the normal work day or work week/period, to change the normal work day between and eight (8) and ten (10) hour day, or to change the normal work week between a four (4) and five (5) day week, or to establish a shift that is not currently being used by the Employer, in the interest of efficient operations, to meet the needs of the public, to provide for more beneficial client or student services, or to better use facilities or the working forces, no less than twenty-eight (28) calendar days' notice will be given to the Local Union. Upon request the Employer will discuss the changes with the Local Union affording it an opportunity to express its views prior to the posting period provided for in Section 6 below.

Section 6. **Work Schedules.** Work schedules showing the employees' hours, work days, and shifts shall be posted on the department bulletin board seven (7) days in advance of their effective date. When changes are posted differing from an employee's normal work schedule, the employee shall also be notified verbally of such change.

Section 7.

Effective only during, lay-off periods to include summer, winter and spring break this Agreement is modified, as applicable, to allow management and student employees to hold down regular stations only in such instances where regular bargaining unit employees have elected through their own preference and have mutually agreed with management not to accept such stations.

ARTICLE 20 – OVERTIME

Section 1. All work performed in excess of forty (40) hours per week shall be deemed to be overtime and shall be compensated at the rate of one and one-half times (1½x) the employee's regular hourly rate of pay, or in accordance with the requirements of applicable state law. An employee will not be sent home early due to working beyond their regular daily scheduled hours during a work week. The Employer may offer early release, however the release will be at the employee's option.

For purposes of this Section, all hours of paid leave, with the exception of paid sick leave, shall be regarded as hours worked.

Section 2. The Employer has the right to require employees to work overtime as may be necessary to meet operating requirements. In the event overtime is required, the Operations Manager or his 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.

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

c) The least senior qualified employee will be required to perform the work. If the least senior employee refuses the overtime assignment, the Employer is free to fill the position from any available source. The least senior employee refusing overtime may be subject to discipline.

Section 3. **Pyramiding.** There shall be no pyramiding of overtime hours or rates.

Section 4. **Call in Emergency.** 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.

Payment for time worked on call in emergency shall not be less than three (3) hours or one-half (½) (whichever is greater) of the employee's regularly scheduled hours at time and one-half (1.5x). Employees shall perform any such tasks as assigned.

ARTICLE 21 – WAGES

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

Section 2. Any employee who works in a higher classification for a minimum of two (2) hours shall receive the rate of that classification for the hours so worked. An employee temporarily assigned to work in a lower paid classification shall retain 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.

Section 4.

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

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

ARTICLE 22 – 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 23 – HOLIDAYS

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

Labor Day	Christmas Eve
Christmas Day	New Year's Day
Wednesday before Thanksgiving	Martin Luther King Day
Thanksgiving Day	Friday after Thanksgiving Day

"Eligible employees" shall mean an employee who is in active payroll status, i.e. must have worked on his/her last regularly scheduled day of work immediately preceding a holiday and worked his/her first regularly scheduled day of work immediately following the holiday. Regularly scheduled days shall include paid vacation days, jury duty, civic duty leave, paid bereavement days or paid sick days.

If an employee does not report to work due to an illness on a regularly scheduled shift immediately preceding or immediately following a holiday, the employee must supply a doctor's note in addition to being in active payroll status to receive the holiday pay.

Employees on a leave of absence in accordance with Article 16, Leaves, Sections 3, 4, 6, and 7 will not be eligible for the above paid holidays. Employees who are on layoff status will not be eligible for the above paid holidays, except that employees laid off during the Christmas recess and Spring break will be eligible for paid holidays that occur during that period.

Holidays shall be observed in accordance with the holiday schedule established by Minnesota State University-Mankato. Should the University change one (1) of the established holidays

listed in Section 1 of this Article, the Employer and Union will meet and confer about the replacement of such holiday.

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

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

ARTICLE 24 – 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 60th month of employment, employees shall accrue .03031 hours of vacation pay per hour paid, up to a maximum of 40 hours in a year.
- From their 61st month of employment through their 120th month of employment, employees shall accrue .0606 hours of vacation pay per hour paid, up to a maximum of 80 hours in a year.
- From their 121st month of employment through their 180th month of employment, employees shall accrue .0909 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 .1212 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 .1515 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. Vacation leave requests shall be granted in accordance with seniority.

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 pay day preceding the end of the spring semester.

Section 4. **Vacation Period.** The Employer shall give reasonable consideration to requests for vacation, taking into account the Employer's ability to provide staff coverage for the employee, the employee's seniority, and the reasons the employee is requesting the vacation. Vacations shall be granted at the time requested by the employee provided such vacation does not interfere with the efficient operation of the food service. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given his/her choice of vacation period in the event of a conflict.

There will be no vacation permitted during the first week of the academic year.

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. Vacation Changes. Should an employee becomes sick or injured prior to the commencement of their scheduled vacation and whose illness or injury disables them through the entire period of their scheduled vacation, shall at their option, receive vacation pay for their scheduled vacation or receive sick pay for this period of time and have their vacation rescheduled. An employee cannot receive both sick pay and vacation pay for the same period. Such notice shall be accompanied by adequate proof of such illness or disability and shall be given to the Employer as soon as possible after the illness or disability occurs.

Section 8. Payout of Unused Vacation. All earned unused vacations from the previous year will be paid out in August of each year.

Section 9. Vacation Rights. Any employee permanently laid off, discharged, retired, or otherwise separated from the service of the Employer for any reason shall be compensated on the next regular payroll period for the proportion of vacation he/she has earned at the time of separation at his/her then current rate of pay.

Section 10. 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 11. 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 12. During the life of this agreement, should the Employer be able to automate the tracking of vacation time, the parties agree to meet for the sole purpose of establishing vacation leave accrual amounts in Section 1 of this Article that facilitate the automation process.

ARTICLE 25 – SICK LEAVE

Section 1. All full-time employees shall be eligible for sick leave. Sick leave shall be determined based on length of service as follows:

- All full-time employees shall accrue .03031 hours of sick leave pay per hour paid, up to a maximum of forty (40) hours in a year.

Section 2. Employees are not eligible to use their sick time during the first six (6) months of their employment. Accrued sick leave shall vest at the end of each pay period..

Section 3. Sick hours shall be paid at the employee's regular hourly rate times their regularly scheduled daily hours at the time of the absence.

Section 4. Sick hours may be carried over from year to year to a maximum of three hundred and twenty (320) hours.

Section 5. 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 6. 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 7. Utilization. Sick time is an income protection benefit to be utilized in the event of an illness or injury which prohibits the employee from reporting to work. Employees shall be granted sick leave with pay for absences necessitated by reason of any sickness or disability which renders the employee unable to perform the duties of his/her employment; for reasons of medical or dental care; for exposure to serious contagious disease; or by illness of his/her spouse or minor dependents or parents, for such periods as attendance shall be necessary; and for other relatives and circumstances in accordance with Minnesota state law.

When practicable, employees shall submit written requests for sick leave in advance of the period of absence. When advance notice is not possible, employees shall notify their supervisor (or Employer designee) by telephone at the earliest opportunity, but prior to the start of the employee's shift. Employees shall be required to make one (1) phone call speaking to a person or leaving a message at an Employer designated number to report illness.

If an employee has paid sick time available, and he/she calls off on any scheduled work day, the employee will have their scheduled hours for that day deducted from their sick leave accrual. Employees will no longer be required to submit any request for sick leave pay.

Any employee incurring an on the job injury shall be paid the employee's regular rate of pay for the remainder of the work shift. Any necessary sick leave charges for employees so injured shall not commence until the first scheduled work day following the injury.

Section 8. During the life of this agreement, should the Employer be able to automate the tracking of sick time, the parties agree to meet for the sole purpose of establishing sick leave accrual amounts in Section 1 of this Article that facilitate the automation process.

ARTICLE 26 – INSURANCE

Section 1. Standard Benefits Plans. The Employer shall make available to eligible hourly employees in the bargaining unit the Standard Benefits Plans generally made available to eligible hourly employees in the state and the division where the unit is located (the "Standard Benefits 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 2017 will be determined on the basis of the hours worked or paid in the fifty-two (52) week period commencing October 2, 2015 and ending October 6, 2016).

For purposes of determining an employee's eligibility to participate in the Standard Benefit Plans, an employee on FMLA, USERRA or 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. 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 share with each eligible employee who elects to participate in a Health Plan the cost of the premiums in accordance with the cost share listed below.

The Employer and employee percentage of the premium shall be as follows:

Plan	Employer share Employee Only	Employer share Employee Plus Spouse/Domestic Partner	Employer share Employee Plus Child	Employer share Family
CIGNA PPO	75%	70%	70%	70%
Definity Health Plan	75%	70%	70%	70%

Plan	Employee share Employee Only	Employee share Employee Plus Spouse/Domestic Partner	Employee share Employee Plus Child	Employee share Family
CIGNA PPO	25%	30%	30%	30%
Definity Health Plan	25%	30%	30%	30%

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. If so provided in the Standard Benefits Plans, employees may elect at their own expense to purchase additional life insurance coverage. The terms of coverage and the cost to the employee of such coverage shall be as set forth in the Standard Benefits Plans.

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

Section 7. Premium Changes. Premiums for benefits may be adjusted by the Employer in accordance with the Employer's policies and practices regarding the Standard Benefits Plans. The Employer's proportionate share of health insurance premiums for subsequent insurance plan years shall be established as set forth in Section 3 of this Article.

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.

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

ARTICLE 27 – SODEXO 401(k) PLAN

Employees may participate in the Sodexo Retirement and Savings Plan according to the terms, conditions, rules, policies, eligibilities, and employee contributions as determined by the Plan Administrators.

ARTICLE 28 – BEREAVEMENT LEAVE

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

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

In the event of a death of a current brother or sister-in-law, current daughter or son-in-law, step-parent, step-brother or step-sister, aunt or uncle, bereavement leave with pay will be permitted for one (1) 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, when travel is required to attend the funeral of those mentioned above. Employees also have the option of using any vested vacation time they may have for purposes of Bereavement.

ARTICLE 29 – UNIFORMS

Section 1. The Employer shall supply all regularly scheduled employees with the required uniforms. The employees must wear other clothing as prescribed by the Employer and slip-resistant footwear from sources approved by the Employer.

Section 2. If the Employer provides uniforms, then employees will be required to launder and maintain the uniforms.

Section 3. If an employee intentionally destroys, intentionally 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. The Employer will provide new hire Employees with three (3) uniforms. At the start of the employee's second school year, the Employer will provide an additional two (2) uniforms. If the Employer changes the style of uniform, then all employees will receive three (3) new uniforms. The Employer will replace on an as needed basis uniforms that are worn out or that no longer fit.

Section 6.
The Employer shall pay up to sixty dollars ($60.00) once a year for reimbursement for safety shoes or safety overshoes.

ARTICLE 30 – NO STRIKE/ NO LOCKOUT

Section 1. **No Strikes.** It is agreed that during the term of this Agreement neither the Union, its officers or members, shall instigate, call, sanction, condone or participate in any strike, sit-down, stay-in, walkout, slowdown, stoppage or curtailment of work, picketing or willful interference with work or receipt or shipment of materials; provided further, that such actions shall specifically include honoring the picket line of and/or supporting the strike, sit-down, stay-in, etc., by any Union whether or not a party to this Agreement.

In the event that any of the employees violates the provisions of the above paragraph, the Union shall immediately and publicly disavow such action and order any of its members who participate in such action back to their jobs, forward copies of such order to the Company, and use every means at its disposal to prevent the conduct and continuance of such action.

Any employee or employees found to have instigated, actively supported, or participated in such actions shall be subject to immediate discharge.

It is further agreed that during the term of this Agreement, employees shall not be entitled to any fringe benefits or wages whatsoever while they are engaged in a strike, work stoppage or other interruption of work.

In the event of a strike or work stoppage by employees of another bargaining unit on the Campus of Minnesota State University- Mankato, the employees of this unit will be required to continue working but will not perform any work which would otherwise be the work of the bargaining unit engaged in this strike or work stoppage.

Section 2. **No Lockouts.** No lockout of employees shall be instituted by the Employer during the life of this Agreement.

ARTICLE 31 – TEMPORARY TRANSITIONAL DUTY PROGRAM

Section 1. In order to facilitate the return to work of an employee who has suffered an on-the-job injury or illness, the Company may implement a Temporary Transitional Duty program, to provide a temporary, modified work assignment until the employee reaches Maximum Medical Improvement, but in no case longer than ninety (90) calendar days. The Employer and Union may mutually agree to an extension for up to an additional 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 32 – SAVINGS CLAUSE

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

ARTICLE 33 – TOTAL AGREEMENT

Section 1. It is understood and agreed that this Agreement includes and constitutes the sole and entire Agreement between the parties regarding all subjects or matters related to collective bargaining. This Agreement supersedes all prior agreements, understandings, and practices, oral or written, express or implied, between the parties, and shall not be changed or modified unless such change or modification is agreed to by both parties in writing.

Section 2. The parties acknowledge and agree that during the negotiations that resulted in this Agreement, each had the full right and opportunity to make demands and proposals regarding any subject or matter related to collective bargaining and that demands or proposals that were or could have been made but were not achieved are considered disposed of without Agreement.

SIGNATURES ON NEXT PAGE*

ARTICLE 34 – TERMINATION

This Agreement shall be in full force and effect as of August 25, 2019 and shall be in effect up to and including August 24, 2022, and shall automatically continue in full force and effect for yearly periods thereafter, unless notice is given in writing by either party, the Employer or the Union, to the other party, at least sixty (60) days prior to August 24, 2019, or any yearly anniversary date thereafter, indicating its desire to modify, amend or terminate this Agreement.

Any such notice shall specify the text of any proposed modifications or amendments, and the party giving it shall otherwise follow the provisions of Section 8 (d) of the Labor Management Relations Act, 1947.

SIGNED ON BEHALF OF:

SDH Education West, LLC
d/b/a/ Sodexo Campus Services at
Minnesota State University – Mankato
7 Centennial Student Union
Mankato, MN 56001

Megan Gregor (Sep 17, 2019)

Megan Gregor
Director, Labor Relations

Dannie Crozier
Dannie Crozier (Sep 17, 2019)

Dannie Crozier, District Manager

Jamie Waterbury
Jamie Waterbury (Sep 17, 2019)

Jamie Waterbury, General Manager

SIGNED ON BEHALF OF:

American Federation of State, County, and Municipal Employees (AFSCME), Council 5, AFL-CIO

Crystal Kreklow
Crystal Kreklow (Sep 25, 2019)

Crystal Kreklow
East Region Field Representative

Signature: nurdirie
nurdirie (Oct 8, 2019)

Email: n.nur@afscmemn.org

Leelinn Frederick 10-10-19

Chris S Allen 10/11/19

Becky Barrett 10/11/19

Don Bagley 10/11/19

APPENDIX "A" – CLASSIFICATIONS AND WAGES

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

Classification	Effective 08/26/19	Effective 08/26/20	Effective 08/26/21
Baker	$13.00	$13.25	$13.50
Cook	$13.50	$13.75	$14.00
Grill Cook	$12.50	$12.75	$13.00
FSW/Cashier	$11.00	$11.35	$11.70
Food Service Workers	$10.75	$11.10	$11.45
Utility	$10.75	$11.10	$11.45
Driver	$13.00	$13.25	$13.50

Section 2. **"Red-circled employees general wage increases".** Employees who are above their classification rate of pay as set out in Section 1 of this Appendix "A", will receive general wage increases as follows:

Effective August 26, 2019	2.0%
Effective August 26, 2020	2.5%
Effective August 26, 2021	2.75%

Section 3. **Longevity Pay.** Employees shall receive as a longevity premium, the following amounts for each hour worked:

After 5 years	$0.10 per hour additional
After 10 years	$0.15 per hour additional
After 15 years	$0.20 per hour additional
After 20 years	$0.20 per hour additional
After 25 years	$0.20 per hour additional

Section 4. **Hourly Rate of Pay when moving between classifications.** Any employee who works in a higher classification for a minimum of two (2) hours shall receive twenty-five cents ($0.25) per hour above the employee's current rate of pay or the rate of that higher classification, whichever is greater for the hours so worked. An employee temporarily assigned to work in a lower paid classification shall retain their rate. Such work will be assigned as determined by management.

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

An employee who bids on and accepts, or bumps into a lower paying job, shall be paid the rate corresponding to the job accepted, or will have their current hourly rate of pay reduced by the difference in pay between the contract rate of pay for their classification and the contract rate of pay for the classification they move into, whichever is less.

Section 5. **Lead Employee Premium.** The Employer may appoint employees to a lead position. Employees who work in lead positions will receive one dollar ($1.00) per hour premium.

Section 6. **Effective Date of Wage Increases.** All wage increases shall be effective with the beginning of the payroll period that follows the effective date of the wage increase.

SIDE LETTER

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

Vacation requests submitted and approved as of August 15, 2019 for the first week of the academic year will be honored for the 2019-2020 academic school year. Each school year thereafter there will be no vacation permitted during the first week of the academic school year.

Prior to a payroll conversion occurring, the Union and the Employer will meet no later than sixty (60) days to meet and confer about the transition process.

In accordance with Article 24, Vacation section 12 and Article 25, Sick Leave, section 8 should the employees paid time off become available to be placed onto the employees' paycheck, no employee will suffer a loss of paid time off of their accrual rate as a result of the transition.

Through the course of negotiations there were discussions of employees' work load and start and end times. The Union and the Employer are in agreement to continue these discussions in the forum of the Labor Management Committee Meetings.