

**AGREEMENT**

**BY AND BETWEEN**

**SDH SERVICES EAST, LLC,  
a subsidiary of Sodexo, Inc.**

**AT**

**MANORCARE WALLINGFORD  
115 S. PROVIDENCE ROAD  
WALLINGFORD, PA 19086**

**AND**

**NATIONAL UNION OF HOSPITAL AND HEALTH CARE  
EMPLOYEES, AFSCME, AFL-CIO AND ITS AFFILIATE  
DISTRICT 1199C**

**EFFECTIVE DATES:**

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## **PREAMBLE**

Section 1. This AGREEMENT made and entered into by and between SDH Services East, LLC, a subsidiary of Sodexo, Inc., at ManorCare Wallingford, 115 S. Providence Road, Wallingford, PA 19086 ("Employer" or "Company"), and National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO and its affiliate District 1199C ("Union"), is for the purpose of providing a clear and concise document by which the parties can equitably establish a relationship within the meaning of the National Labor Relations Act.

Section 2. The Employer and the Union 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 employees who enjoy reasonable wages, benefits, and working conditions. Accordingly, the Employer and the Union recognize that it is in 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 the employees defined in Article 1 and the Employer's right to manage the business profitably.

## **ARTICLE 1 – RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining representative with respect to wages, hours, and other terms and conditions of employment for all full-time and regular part-time employees of SDH Services East, LLC, a subsidiary of Sodexo, Inc., the Employer at ManorCare Wallingford, 115 S. Providence Road, Wallingford, PA 19086 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, casual/substitute employees, temporary employees, and supervisors and guards as defined in the National Labor Relations Act.

## **ARTICLE 2 – DEFINITIONS**

The following terms shall have the meaning set forth below unless the Agreement provides otherwise. These definitions shall not apply with respect to Article 28 – Insurance.

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

Section 2. Part-Time Employee: A "part-time employee" is one who regularly works an average of at least fifteen (15) hours per week, but less than thirty (30) hours.

Section 3. Temporary Employee: A "temporary employee" excluded from the bargaining unit is one who is hired for a period of up to four (4) months and is so informed at the time of hire, and is hired to fill a temporary job of for a special project or to replace any employee on leave or vacation. The said four (4) month period may be extended up to an additional two (2) months or for the length of maternity leave of the employee being replaced, with the consent of the Union, which shall not be unreasonably withheld. However, such employee shall become a member of the Union after expiration of such initial or extended period. Temporary employees are not eligible to receive benefits under the Agreement.

Section 4. Casual Employee: A "casual employee" is one who is scheduled to work on an as-needed, non-regular basis. Casual employees are not represented by the Union and will not receive benefits under the Agreement.

Section 5. Working Day/Days: When used to define time limits for notices, meetings, postings, and the Grievance and Arbitration process, "working day" means Monday through Friday, exclusive of fixed holidays under this Agreement and days on which the unit is closed.

## **ARTICLE 3 – RESPECT AND DIGNITY**

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

## **ARTICLE 4 – NON-DISCRIMINATION**

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

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

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

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

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

## **ARTICLE 5 – MANAGEMENT’S RIGHTS**

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

Section 2. Except as modified by this Agreement, the Employer’s right to manage its business shall include, but not be limited to, the right to hire, promote, demote, transfer, assign, and direct its work force; to discipline, suspend, or discharge; to retire or relieve employees from duty because of lack of work or other business-related reason; to determine and require standards of performance; to maintain discipline, order and efficiency; to determine operating standards, and operational and other policies; to determine methods of time-keeping; to determine methods 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; to determine job content and classifications required; and to make and enforce all rules relating to work, operations, and safety.

## **ARTICLE 6 – UNION MEMBERSHIP**

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

Section 2. Good standing membership in the Union for purposes of this Article means such membership in the Union through membership in National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO and its affiliate District 1199C. Subject to the grievance procedure provisions contained in this Agreement, an employee who has failed to maintain a membership in the Union in good standing as required by this Article shall, within twenty (20) calendar days following receipt of a written demand from the Union requesting their discharge, be discharged if, during such period, the required dues and initiation fees have not been tendered.

Section 3. In the event that Section 1 may not be lawfully applied, all employees shall be informed by the Employer of the existence of this Agreement. The parties agree that the following Joint Statement shall be read or provided to employees at new employee orientation and posted in the workplace: “All employees of Sodexo at ManorCare Wallingford are covered

under a collective bargaining agreement between Sodexo and National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO and its affiliate District 1199C. 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 4. To simplify the Employer's and the Union's administration of this Section, the Employer shall upon the hiring of new employees provide each employee an application for union membership and dues checkoff authorization form. The Employer shall remit the completed forms to the union monthly.

## **ARTICLE 7 – DEDUCTION OF UNION DUES/CHECK-OFF**

Section 1. The Employer agrees to deduct each pay period from the wages of each employee who so authorizes such deduction, the amount of regular initiation fees and Union dues as certified to the Employer by the Secretary/Treasurer of the Union.

Section 2. The Employer shall remit each month to the Union the amount of deductions made for the preceding month, including initiation fees, reinstatement fees, membership dues, and arrears, together with a list of employees with their social security numbers, hourly rate of pay, and arrearages per week or month, for whom such deductions have been made. The list will indicate all official personnel actions that result in a change in status of bargaining unit members, including new hires, terminations, leaves of absence, and layoffs. The remittance shall be forwarded not later than the twenty-fifth (25<sup>th</sup>) of the month following the month in which the deductions were made. The Parties agree that they shall continue to meet and confer regarding the implementation of methods and processes that will improve the efficiency of compiling and transmitting information relevant to such deductions.

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

Section 4. The Employer shall not be obligated to make dues deductions of any kind from any employee who, during any month, shall receive sufficient wages to equal the dues deductions.

Section 5. The Union shall hold harmless the Employer from any and all claims that may arise out of the Employer's compliance with this Article.

Section 6. Any employee who is a member of, and adheres to, established and traditional tenets or teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting labor organizations, and who demonstrates such membership or adherence to the Union and Employer, shall not be required to join and remain a member of the Union as a condition of employment.

Such employees shall be required, as a condition of continued employment, to remit to either Lupus Foundation, Sickle Cell Anemia Foundation, or the American Cancer Society, recognized and valid charities under Section 501 (c)(3) of Title 26 of the Internal Revenue Code, monthly a sum equal to the initiation fee and regular dues of the Union as provided for herein.

Section 7. The Employer shall deduct monthly or weekly a flat dollar amount, if the Employer's payroll system permits, from the gross wages or salary of each employee who voluntarily executes the District 1199C Political Action Fund 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 7, Section 2 of this Agreement. The Employer may remit PAC contributions and Union dues to the Union by a single check, or by separate checks. With each PAC contribution remittance, the Employer shall provide the Union with a written itemization setting forth as to each contributing employee his or her name, Social Security number and total contribution amount. The Employer shall remit the funds to the Union's Political Action Fund Department located at 1319 Locust Street, Philadelphia, PA 19107. The Employer's responsibility under this Section is limited solely to disbursing the funds to the Union as provided in this Section. The Union shall assume all responsibility for distribution of the PAC contribution remittance to the PAC's.

## **ARTICLE 8 – BARGAINING UNIT WORK**

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

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.

## **ARTICLE 9 – LABOR-MANAGEMENT COMMITTEE**

There shall be a Labor-Management Committee consisting of no more than three (3) individuals from each party. Committee members shall be designated, in writing, by each party to the other. Meetings will be held at mutually agreeable times and places so as to apprise the other of problems, concerns, and suggestions related to the operations and the work force, all with the aim of promoting better understanding between the parties. Meetings will be held within fifteen (15) days after either party so requests, but not more than one (1) time each month. A written agenda shall be established for each meeting. Such meetings shall not be construed as opening the Agreement for negotiations, nor shall any subject matter at the meetings constitute a step in the grievance procedure. Employees shall be paid at their regular hourly rate for time spent at Labor-Management Committee meetings.

## **ARTICLE 10 – SAFETY**

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

Section 2. A Joint Safety and Health Committee ("Committee") will be established. The committee will be composed of up to three (3) 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. The Employer will consider all of the recommendations from the



Committee in good faith. Employees shall be paid at their regular hourly rate for time spent at health and safety committee meetings.

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

## **ARTICLE 11 – VISITATION**

Section 1. 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 Delegate and monitoring the administration of this Agreement. Management can withhold access to the premises for legitimate reasons, such as to prevent interference with operations or to comply with client restrictions on access to its premises. However, access will not be unreasonably withheld.

Section 2. An authorized representative of the Union will notify the General Manager or authorized designee of his or her desire to visit in advance of arriving at the Employer's or client's premises. Upon arrival at the Employer's or client's premises, the Union's designated representative will notify the General Manager or authorized designee, in person, of his/her presence prior to speaking to any employee. Such visitation shall not interfere with the work of the employees or service to the customers of the Employer and must adhere strictly to the client's security regulations.

## **ARTICLE 12 – UNION DELEGATES**

Section 1. There shall be one (1) Union Delegate for every twenty-five (25) members under this Agreement. The Union shall advise the Employer in writing of the names of the Union Delegate. No more than one Union Delegate may participate in any grievance procedure, unless the delegate is the Grievant, in which case he or she shall be entitled to representation by another Delegate. Union Delegates, unless the Delegate is the Grievant, shall be recognized by the Employer as representatives of the employees for the purposes of enforcing this Agreement, and shall generally act as representatives of the Union on the job.

Section 2. A Delegate 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 Delegate shall contact his/her supervisor in advance to determine a time when such investigation will not interfere with the Delegate's work and the work of the person with whom the Delegate wants to meet.

Section 3. The work schedule of employees selected as Union delegates shall be adjusted to permit their attendance at Delegate Assembly Meetings provided that the Employer's operation shall not be impaired and two (2) weeks' written notice is given.

Section 4. Delegate Functions. Union delegates shall be granted three (3) days off in each contract year without pay to attend Union seminars and Union functions which require delegates' attendance provided that the Employer's operation shall not be impaired and two (2) weeks' written notice is given.

Section 5. No Delegate shall have any authority to order or cause any strike, slowdown, or cessation of work, and the Delegate shall not interfere with the Manager in the Manager's running of the Unit.

Section 6. The Union Delegate will be considered the most senior employee for the purpose of layoff and recall only.

Section 7. 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 Delegates.

Section 8. The Employer will allow delegates to speak to new employees during new hire orientation about the Union and the collective bargaining agreement not to exceed (15) minutes. This time will be scheduled in advance with management

## **ARTICLE 13 – SENIORITY**

Section 1. "Employer Seniority" shall be defined as the employee's length of continuous service with the Employer as measured from the employee's record date of hire by the Employer in the operation covered by this Agreement. "Employer Seniority" for any employee who transfers into the unit after the effective date of this Agreement shall be defined as the employee's length of continuous service as measured from the employee's most recent date of hire by the Employer, provided that such date of hire shall not pre-date any break in service occurring before the transfer. "Classification Seniority" shall be defined as the employee's length of continuous service within his/her classification as measured from the date the employee first entered the classification at this unit.

Employer Seniority will be used for determining vacation eligibility. Classification Seniority will be used for purposes of layoff, recall, vacation scheduling, shift preference, overtime, and job bidding, except to the extent specifically provided otherwise in the following Articles: Job Posting (Article 15), Lay Off and Recall (Article 16), Hours of Work and Overtime (Article 20), and Vacation (Article 25).

In the event two (2) or more employees are hired on the same day, their seniority shall be decided by the employees' birthdays- with the earlier date(s) being the more senior employee(s).

Section 2. If the Union so requests, the Employer shall furnish to the Union, at the start of any contract year, a copy of an up-to-date seniority list, which shall include the name and address of each employee along with his or her most recent job title, noting any who have quit and any who are on leave of absence.

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

- 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.
- 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.

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

## **ARTICLE 14 – PROBATION**

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

## **ARTICLE 15 – JOB POSTING**

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

Section 2. The posting shall contain the minimum qualifications, skill requirements, work year, workweek, wage rate, and job description for the posted position. Copies of all postings shall be given to the Union Delegate on site or faxed to the Union office. Copies of completed postings shall be given to the Union Delegate or faxed to the Union office within ten (10) working days of the bid award.

Section 3. All such vacancies shall be filled by awarding the position to the most senior qualified employee, as determined by management, who bids for that position and has not been awarded a position within the last six (6) months. Employees will be transferred or promoted in accordance with their seniority, provided they have the necessary ability and experience and

can meet the job description requirements. For purposes of this Section, "seniority" shall mean Employer Seniority accrued at this unit.

Openings to which internal employees are to be transferred or promoted will be filled in fifteen (15) working days, if possible. Vacancies resulting from the initial job posting shall be filled as provided in this Article up to a maximum of three (3) postings.

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

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

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

Section 6. There shall be no restrictions on the Employer's right to assign any employee to work on a temporary basis in any position for which the employee is qualified. In such circumstances, the employee will be paid in accordance with Article 21 – Wages.

## **ARTICLE 16 – LAYOFF AND RECALL**

Section 1. In the event the Employer finds it necessary to lay off employees due to lack of work, such layoffs shall be on the basis of the employee's Classification Seniority with the Employer. Employees not covered by this Agreement in the job classification will be laid off first, then probationary employees within that job classification shall be laid off next, without regard to their individual periods of employment. Non-probationary employees with the least seniority in the classification affected shall be the next to be laid off on the basis of their classification seniority.

Section 2. Employees shall be given fourteen (14) calendar day's notice, if possible, in cases of layoff.

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

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

- a) The employee may bump the least senior employee within his or her classification, or the employee may bump the least senior employee in his or her former classification if his or her seniority in the former classification exceeds that of the least senior employee in that classification.

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

## **ARTICLE 17 – LEAVES OF ABSENCE**

Section 1. Upon written notice to the Employer, an employee with at least one (1) year of service may apply for a personal leave of absence of up to six (6) months. An employee must submit a written request at least thirty (30) calendar days in advance; however, the Employer will consider exceptions for unforeseen circumstances. The application shall specify the reason and the requested length of time for leave and must include a return to work date. All leave requests shall be subject to approval in the sole discretion of the Employer.

Section 2. In the event an employee is hired or appointed to short-term employment with the Union, the employee shall be allowed to take leave, subject to the Employer's legitimate business needs. The employee shall give a minimum of thirty (30) calendar day's notice of such request. Such leave shall not exceed three (3) years, which shall be renewed each year by the Union and the employee. No more than one (1) employee 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, however, there shall be no accrual of benefits.

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

Section 4. Disability Leave. Leaves of absence due to injury, illness or maternity may be granted to an employee who has completed the probationary period. A leave of absence can be granted on a month-to-month basis. Requests for extensions must be in writing. Such extensions shall not be unreasonably denied and the total length of a leave and any extensions may not exceed six (6) months. In requesting a leave of absence, the employee must give prompt written notice of disability to the Employer.

The notice will include a doctor's certificate stating the nature of the disability, the date until which the employee may work (if applicable) and the expected date of return to work. If a request for an extension is made, a doctor's certificate of continued disability must be submitted for each month that the leave is extended.

Two (2) weeks prior to returning to work, a doctor's certificate stating that the employee is physically able to return to work must be submitted to the General Manager. The Employer reserves the right to require the employee to be examined by a designated physician.

Section 5. The Employer shall provide leaves in accordance with the Family and Medical Leave Act (FMLA) and applicable state law regarding leaves.

Section 6. An employee returning from FMLA/Union leave, or a personal leave of thirty (30) days or less, shall be entitled to reinstatement to his/her position, hours, and work unit unless the position has been eliminated or modified as a result of layoffs or other legitimate business needs. In such event, the employee may use his or her seniority as provided for in the Layoff and Recall Article (Article 16). Vacancies created by such leaves shall not be subject to the Job Posting requirements and may be filled temporarily at the employer's discretion.

Section 7. 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 8. Holidays, vacations, sick days, and other benefit entitlements shall not continue to accrue during any leave of absence, except as required by applicable law.

## **ARTICLE 18 – DISCIPLINE & DISCHARGE/JUST CAUSE**

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

The Employer will take any discipline action promptly after learning of the circumstances on which the discipline is based. In general, the Employer will endeavor to take any such disciplinary action within seven (7) business days after learning of the circumstances on which the discipline is based, unless there is a justifiable business reason for a reasonable extension of this period. The Employer will give its reasons for such discipline and/or discharge to the employee and the Union's Representative or designee within seven (7) calendar days of such disciplinary action.

Section 2. The parties recognize the principles and need for a method by which progressive discipline shall be provided.

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

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 Delegate 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 delegate to be present, and one is not available, the meeting shall be temporarily postponed unless it involves a suspension or suspension with intent to discharge. In such cases, another bargaining unit person of the employee's choosing shall be asked to sit in as a witness. If a suspension or suspension with intent to discharge is not involved, the meeting 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 19 – GRIEVANCE PROCEDURE**

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

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

**Step 1:** The parties share a common goal of attempting to resolve most matters informally without resort to the grievance process. Toward this end, the parties will attempt to address issues promptly as they arise. Any grievance shall be submitted in writing to the General Manager or designee within seven (7) working days of its occurrence or of the date when the employee or the Union first became aware of the circumstances giving rise to the alleged grievance. The General Manager shall provide a documented response within five (5) working days after receipt of the grievance.

**Step 2:** If the grievance is not settled to the satisfaction of the Union at Step 1, the Union Representative or other designee, within ten (10) calendar days after receiving the General Manager or his/her designee's reply, shall submit the grievance to the District Manager or his/her 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 the matter. Either the District Manager or his/her designee, or the Union, may request a meeting for the purpose of resolving the grievance prior to the Employer's decision. If requested, the meeting shall be held within ten (10) 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 a decision in the matter and the reasons for the decision.

**Step 3:** If the grievance is not settled to the satisfaction of the Union at Step 2, the Union Representative or other designee, within ten (10) calendar days after receiving the District Manager or his/her designee's reply, shall submit the grievance to the Human Resources Director or his/her 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 the matter. Either the Human Resources Director or his/her designee, or the Union, may request a meeting for the purpose of resolving the grievance prior to the Employer's decision. If requested, the meeting shall be held within ten (10) 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 a decision in the matter and the reasons for the decision.

If the grievance is not resolved after the procedures in Step 3 have been completed, the parties, by mutual agreement, may refer the matter to non-binding mediation. Such referrals shall occur within five working days after the Union receives the written response from the Human Resources Director or his/her designee. The Grievance Mediation procedure is set forth in Appendix B.

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

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

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

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

**Section 4.** Grievances concerning disciplinary suspensions or discharges may be submitted at the third step of the grievance procedure. If the grievance is not settled at Step 3, it may be directly submitted to arbitration except as limited in the above paragraph.

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

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

**Section 7.** To facilitate the efficient and timely administration of this Article, Union Representatives may participate in grievance investigations and meetings via telephone, and Union delegates will have access to telephones and facsimile machines for the sole purpose of communicating with Union representatives regarding a pending grievance. Such access shall



be limited to reasonable times so as to properly balance the Company's concern for maintaining efficient operations and the Union's ability to address necessary aspects of a pending grievance.

## **ARTICLE 20 – HOURS OF WORK AND OVERTIME**

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 (2) weeks before any change in the payroll period. The Employer shall have the right to determine the format in which employees record their time.

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

Section 2. All work performed in excess of eight (8) hours in a day or forty (40) hours per week shall be deemed to be overtime and shall be compensated at the rate of one and one-half times the employee's regular hourly rate of pay, or in accordance with the requirements of applicable law.

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

- a) If the employee is at work and it is within his/her classification, he/she will be asked.
- b) Volunteers will be asked beginning with the most senior qualified employee, including those that may not currently be at work, but are available and qualified to perform the work.
- c) The least senior qualified employee will be required to perform the work. If the least senior employee refuses the overtime assignment, the Employer is free to fill the position from any available source. The least senior employee refusing overtime may be subject to discipline.

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

Section 5. All employees covered by this Agreement will be permitted to take 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 by the manager or his/her designee.

Section 6. Employees that have twenty (20) years of service at Wallingford as January 1, 2020, will not be required to work weekends, unless mutually agreed upon.

## **ARTICLE 21 – WAGES**

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

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

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

Section 4. Employees shall be paid on a frequency, and in a manner as required by the Employer's payroll system; provided, however, that such frequency shall not be greater than bi-weekly.

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

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

## **ARTICLE 22 – REPORTING PAY**

Section 1. Regularly scheduled employees shall be guaranteed a minimum of one-half (1/2) of their regularly scheduled hours at their applicable rate on any day they are required to report to work, unless the Employer notifies them not to report to work at least one (1) hour in advance by calling them at the 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 in the meeting at the applicable rate for their regular job classification.

## **ARTICLE 23 – CALL-IN EMERGENCY**

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

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

## **ARTICLE 24 – HOLIDAYS**

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

New Year's Day  
Martin Luther King's Birthday  
Good Friday  
Memorial Day  
Independence Day  
Norman Rayford Day  
Labor Day  
Thanksgiving Day  
Christmas Day  
One Personal Day

Section 2. Payment for holidays shall be based on an individual employee's regularly scheduled hours and regular rate of pay. In the event an employee works on a holiday, the employee shall receive an time and one half (1.5x) for the hours that they work, and an additional day off with pay to be scheduled within the next thirty (30) days. In the event they do not schedule the additional day off within the thirty (30) day period, they shall be paid for the unused time.

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

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

## **ARTICLE 25 – VACATIONS**

Section 1. All full-time and regular part-time employees shall be eligible for vacation. Vacation shall be determined based on length of service as follows and will vest (become available) on January 1<sup>st</sup> of each year:

- From date of employment through the completion of 60 months of employment, employees will accrue .0385 hours of vacation time per hour paid, with a yearly maximum of 80 hours.
- From 61 months of employment through 180 months of employment, employees will accrue .0577 hours of vacation time per hour paid, with a yearly maximum of 120 hours.

- From 181 months of employment through 240 months of employment, employees will accrue .0770 hours of vacation time per hour paid, with a yearly maximum of 160 hours.
- From 241 months of employment and beyond, employees will accrue .0885 hours of vacation time per hour paid, with a yearly maximum of 184 hours.

Section 2. Vacation earned under this Agreement may not be carried over from year to year. Unused vacation time shall be paid out.

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

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

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

Section 6. 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.

Section 7 Employees that do not provide and complete a two (2) week resignation will not receive a payout of their vacation.

## **ARTICLE 26 – SICK LEAVE**

Section 1. All full-time employees shall be eligible for sick leave, which shall vest January 1<sup>st</sup> of each year.

- Employees who were on the Employer's payroll as of February 28, 2014, (date of ratification) will earn accrue sick pay at the rate of .0385 hours of sick time per hour paid, with a yearly maximum of 80 hours.
- Employees who were hired after (insert ratification date) will earn accrue sick pay at the rate of .0193 hours of sick time per hour paid, with a yearly maximum of 40 hours.
- Effective November 1, 2019, part-time employees will earn accrue sick pay at the rate of .0096 hours of sick time per hour paid, with a yearly maximum of 20 hours

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

Section 3. Employees shall be allowed to accrue up to two hundred and forty (240) hours of unused sick time.

Section 3. Employees who were on the payroll as of February 28., 2014 (date of ratification) shall continue with the ability to cash out at the end of the calendar year up to half of their unused accrual amount for that calendar year, with the other half of their unused accrual being placed in their sick bank. Once the employee has reached the maximum amount of accrued hours in their sick bank, they shall then be able to cash out their full accrual amount for that year.

Employees who were hired after February 28, 2014 (date of ratification) shall have any of their unused accrued sick time placed in their sick bank until such time as they reach the maximum accrual amount. Once the employee reaches the maximum accrual amount, they shall be eligible to cash out any unused sick time that they may accrue in a year at the end of that calendar year.

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

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

Section 6. 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 27 – 401K**

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

## **ARTICLE 28 – INSURANCE**

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

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 twelve months 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 shall select (for example, the eligibility of employees to participate in the Standard Benefits Plans in 2015 will be determined on the basis of the hours worked or paid in the twelve-month period commencing October 4, 2013 and ending October 2, 2014).

Nothing in this Article shall be construed to alter the definitions of full-time and part-time employees set forth in Article 2 (Definitions) 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 for the plan in which the employee elects to participate, based upon the rates published in the Standard Benefit Rate sheet.

The Employer shall deduct the employee's share of the premium from each paycheck on a pre-tax basis.

Section 4. Dental and Vision Plans. The Employer shall pay its share of weekly dental and vision premium costs in accordance with the Standard Benefits Plans. The Employer shall deduct the employee's share of the 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 above.

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

## **ARTICLE 29 – TRAVEL ALLOWANCE**

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

## **ARTICLE 30 – BEREAVEMENT LEAVE**

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

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

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

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

## **ARTICLE 31 – JURY DUTY**

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

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

## **ARTICLE 32 – BULLETIN BOARDS**

The Employer shall permit the Union the reasonable use of a bulletin board for the purpose of posting information. Copies of postings shall be provided to the Unit Manager in advance of posting and shall not be inflammatory, defamatory, or disparaging toward the Employer or the Employer's clients or customers.

## **ARTICLE 33 – UNIFORMS**

Section 1. The Employer shall supply all regularly scheduled employees with uniforms, which will be replaced one-for-one on an as-needed basis. The employees must wear other clothing and footwear as determined by the Employer. The specific uniforms to be provided are:

- 5 pairs of pants
- 5 shirts
- 2 hats
- The Employer will reimburse employees for up to thirty dollars (\$30.00) per calendar year towards the purchase of safety shoes purchased through one of the Employer's approved shoe vendors.
- Effective November 1, 2020, full-time employees will receive one (1) additional shirt and pant. Employees shall not have more than six (6) uniforms. The Employer will reimburse employees for up to forty dollars (\$40.00) per calendar year towards the purchase of safety shoes purchased through one of the Employer's approved shoe vendors.

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

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

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

## **ARTICLE 34 – NO STRIKE/NO LOCKOUT**

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

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

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

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

## **ARTICLE 35 – 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 Employer may implement a drug and alcohol testing policy, which includes but is not limited to, testing for reasonable cause, testing in conjunction with an accident or injury, and pre-employment testing. The parties hereby adopt and incorporate by reference the Drug/Alcohol Test Implementation Guidelines annexed to this Agreement as Appendix "C".

## **ARTICLE 36 – TEMPORARY TRANSITIONAL DUTY PROGRAM**

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



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

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

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

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

## **ARTICLE 37 – SUCCESSORS**

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

## **ARTICLE 38 – SAVINGS CLAUSE**

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

## **ARTICLE 39 – ENTIRE AGREEMENT**

The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining and that all subjects have been discussed and negotiated and the agreements contained in this Agreement were arrived at after the free exercise of such rights and opportunities.

This Agreement supersedes and cancels all previous policy agreements and all past practices and this Agreement expresses the complete understanding of the parties on the subject of wages, working conditions, hours of labor, benefits and conditions of employment and includes all collective bargaining for the term of this Agreement. All employee benefits and rights existing before the effective date of this Agreement are superseded by this Agreement unless expressly contained herein. Further, the Union understands and agrees that the Company may change or eliminate any past practice that is not specifically written into this contract any time during the

term of this contract and will not have any obligation to bargain over any such change or elimination.

**\*\*SIGNATURES ON NEXT PAGE\*\***

# ARTICLE 40 – DURATION OF AGREEMENT

Section 1. This Agreement shall take effect as of October 31, 2019, and shall remain in effect up to and including October 30, 2022. If either party desires to negotiate changes in this Agreement to take effect upon its termination, the party shall give notice at least 90 days prior to contract termination of such intent.

IN WITNESS WHEREOF, SDH Services East, LLC, a subsidiary of Sodexo, Inc., at ManorCare Wallingford, 115 S. Providence Road, Wallingford, PA 19086, and National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO and its affiliate District 1199C, have caused this Agreement to be signed by their duly authorized representatives as of this \_\_\_ day of \_\_\_\_\_.

**SDH Services East, LLC, a subsidiary of  
of Sodexo Inc., at ManorCare Wallingford  
115 S. Providence Road,  
Wallingford, PA 19086**

**National Union of Hospital  
and Health Care Employees,  
AFSCME, AFL-CIO and its  
affiliate District 1199C**

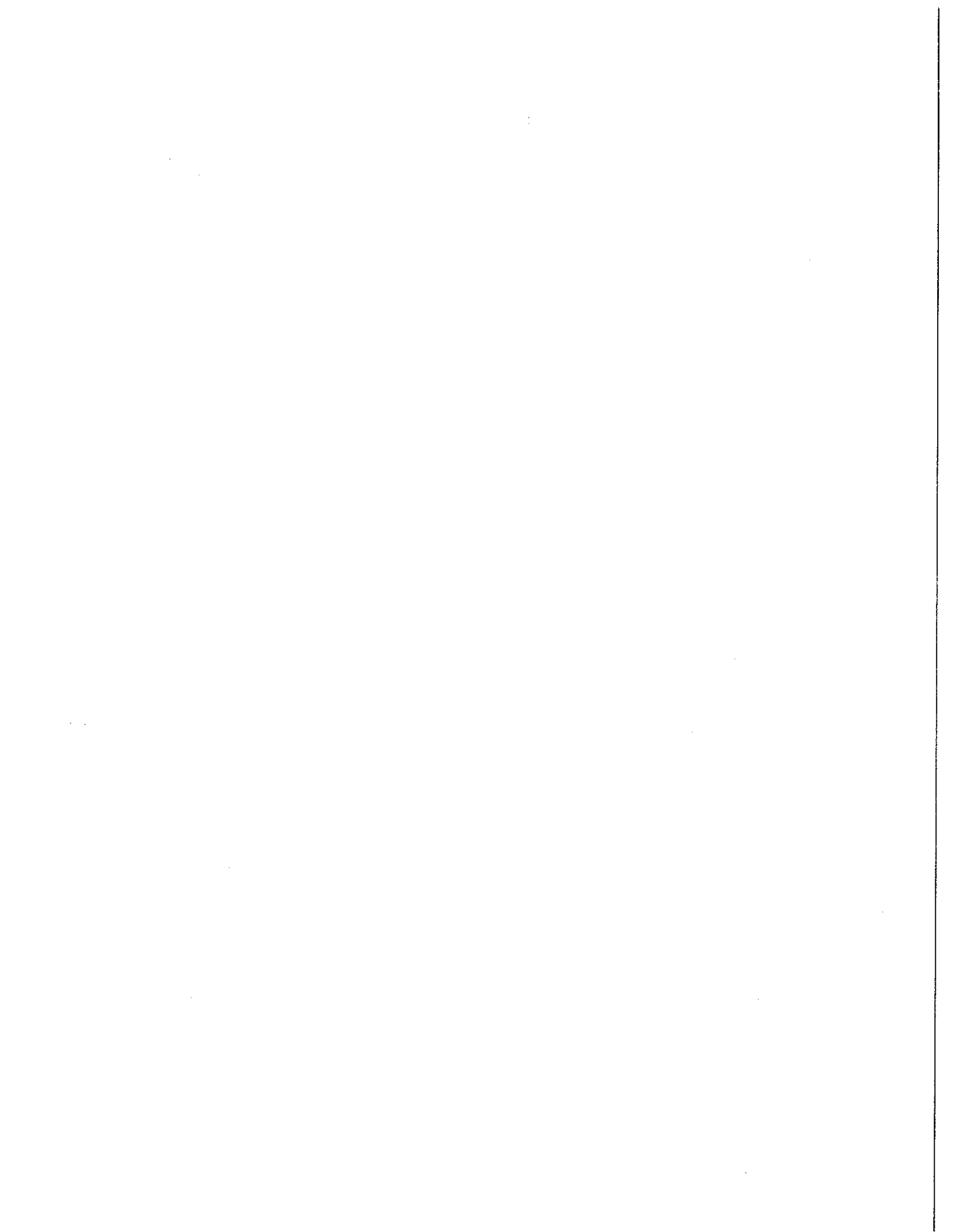
  
Megan Gregor (Feb 19, 2020)

**Megan Gregor  
Director, Labor Relations**

  
Katherine Morris (Feb 19, 2020)

**Katherine Morris, District Manager**





## APPENDIX "A" (WAGES)

Section 1. The starting rate for new hires shall be as follows for the life of this Agreement:

Effective November 1, 2019 Food Service Worker rate: \$11.15  
Effective November 1, 2020 Food Service Worker rate: \$11.25  
Effective November 1, 2021 Food Service Worker rate: \$11.35

Section 2. General Wage Increase

All wage increase will be effective with the start of the pay period closest to the date identified.

Employees who have completed their probationary period in advance of the dates below shall be entitled to the wage increase as indicated below:

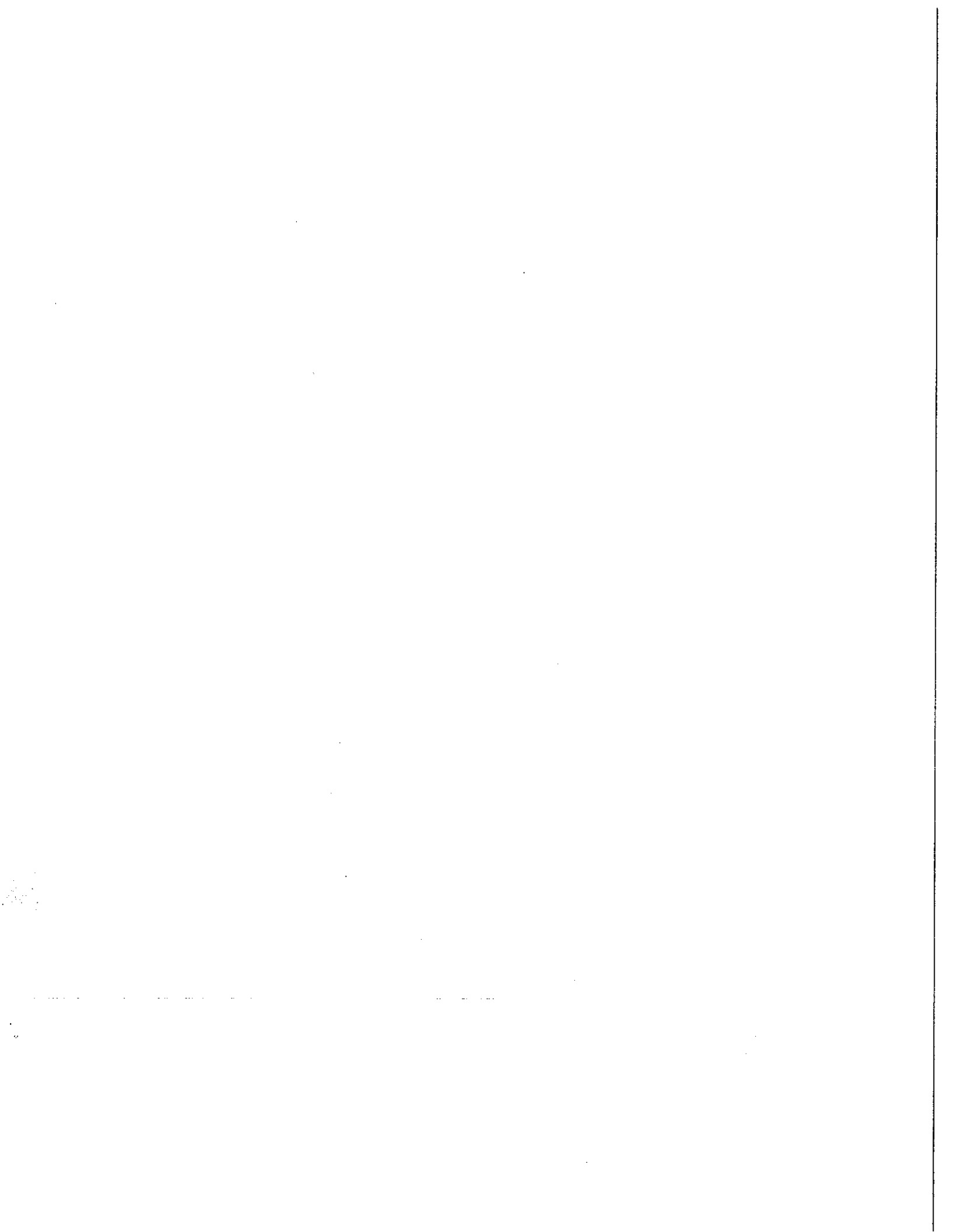
|         |      |
|---------|------|
| 11/1/19 | 2.0% |
| 11/1/20 | 2.0% |
| 11/1/21 | 2.0% |

Section 3. Effective November 1, 2019, all hours worked after 3:00pm on a week day will receive a one dollar (\$1.00) per hour premium.

Section 4. Weekend Differential. All bargaining unit employees working the weekend hours (from 11 p.m. Friday to 11 p.m. Sunday) shall receive one dollar (\$1.00) per hour for all hours worked during this time provided they work the last scheduled workday prior to the weekend, all scheduled hours during the weekend, and the first scheduled day after the weekend. Employees who do not work the required time will forfeit their weekend bonus. Employees who may also be entitled to a shift differential shall receive the shift differential and not the weekend bonus. Employees shall not be entitled to both the weekend and shift differential.

Section 5. If the minimum wage is increased during the life of this Agreement, the parties shall meet for the purpose of discussing new start rates.

Section 6. The Employer shall pay \$0.10 per hour worked per Employee for non-work related Employee legal services.



## **APPENDIX "B" (GRIEVANCE MEDIATION)**

The process below is intended to give effect to the Grievance Mediation process set forth in Article 19, Section 2 of the Agreement. The Parties agree that this Appendix is not intended to modify any terms of the Agreement, and the Agreement shall prevail in the event any terms of the Agreement may conflict with the terms of this Appendix.

Section 1. Attendance at Mediation. The Grievance Mediation may be attended by up to two representatives of the Employer and up to two representatives of the Union, with one representative of each party designated as the principal spokesperson. In addition to the Employer and Union representatives, the Grievant shall also have the right to be present. It is expected that at least one of the Employer and Union representatives will be from the local unit from which the grievance arose. The Employer, the Union, and the Grievant will not be represented by outside counsel at the Grievance Mediation, unless mutually agreed otherwise by the Employer and the Union.

Section 2. Selection of Mediator; Cost. A neutral mediator selected by the parties shall be present and mediate the dispute in an attempt to help the Parties settle the grievance. The Parties will identify a panel of acceptable mediators and attempt to select a mediator from that panel. If the Parties cannot agree upon a Mediator immediately upon deciding to proceed to mediation, they may apply to the Federal Mediation and Conciliation Service (FMCS) to submit a list of five names. Each party shall alternate in striking the list, beginning with the Employer on the first occurrence. The person whose name is not stricken shall be the mediator. If a grievance that has been mediated subsequently goes to arbitration, the Mediator of such grievance may not serve as the Arbitrator for the grievance. The cost of the Mediator, if any, shall be shared equally by the Parties.

Section 3. Authority of Mediator. The mediator may conduct the mediation conference using all of the customary techniques associated with mediation including the use of separate caucuses. 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 will be held harmless of any claim of damages arising from the mediation process. 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.

Section 4. Evidence, Statements, and Documents. The purpose of the Grievance Mediation is to assist with the resolution of the Grievance. 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 and no person at the Grievance Mediation will be placed under oath. The Mediator's notes will be confidential and their content shall not be revealed. Any documents presented to the Mediator shall be returned to the respective parties at the conclusion of the hearing. The Grievance Mediation and any statement or action by the Mediator or the Parties or the Grievant in connection with the Grievance Mediation may not be referred to or used against any Party at arbitration and shall not constitute an admission for any other purpose.

Section 5. Advisory Opinion/Recommendation. If no settlement is reached and if requested, the Mediator shall provide one or both Parties, either jointly or separately, as mutually agreed, an advisory opinion or written recommendations for settlement. Any written recommendation or opinion shall be provided within five days of the mediation session.

Section 6. Termination of Mediation. The Grievance Mediation shall terminate upon the receipt of the writing from the Mediator, the fifth day after the mediation session, or mutual agreement of the Parties, whichever is sooner.



# APPENDIX "C" (DRUG/ALCOHOL TEST IMPLEMENTATION GUIDELINES)

## Sodexo, Inc. Drug/Alcohol Test Implementation Guidelines

### POST-ACCIDENT SUBSTANCE ABUSE TESTING

#### 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 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 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 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 or Sodexo's Lifeworks program, (888) 267-8126. 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.

