AGREEMENT

BY AND BETWEEN

SDH EDUCATION WEST, LLC
A Subsidiary of Sodexo Inc.

AT

Southwest Minnesota State University
1501 State Street
Marshall, MN 56258

AND

AFSCME MINNESOTA
Council 5

August 6, 2026

FROM:

TO: June 30, 2028

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PREAMBLE

Section 1. This AGREEMENT made and entered into by and between SDH West, LCC, a subsidiary of Sodexo Inc, at Southwest Minnesota, 1501 State Street, Marshall, MN 56258 ("Employer" or "Company"), and ("Employer" or "Company"), and AFSCME, Minnesota, Council 5, ("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 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 profitably.

ARTICLE 1 – RECOGNITION

The Employer recognizes the Union, as the sole and exclusive collective bargaining representative for all full-time and regular part-time food and beverage, cleaning, stocking, warehouse and receiving employees employed by the Employer at its food services operation located at, Southwest Minnesota State University, 1501 State Street, Marshall, MN 56258 but excluding all other employees including secretarial, administrative, managerial, office clerical, sales, professional, nonfood service janitorial, facilities, management and maintenance and chefs, active students of the Client or any students employed in connection with a vocational education or work study program, casual/substitute employees, temporary employees, guards and supervisors as defined in the 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 during the academic year.

Section 2. Part-Time Employee: A "part-time employee" is one who regularly works fewer than thirty (30) hours per week during the academic year.

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

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

ARTICLE 3 – RESPECT AND DIGNITY

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

ARTICLE 4 – NON-DISCRIMINATION

Section 1. The Employer will not 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 also agrees that it will not 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.

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, disability, sexual orientation, religion, genetic information, or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

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.

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 and have agreed to measures as set forth as follows:

a. The parties recognize that many recent immigrant workers are employed by the Employer, and are a vital element to the success of the facility. While English is the language of the workplace, the Employer recognizes the right of employees to use the language of their own choice among themselves where such use does not adversely affect the operation, work performance, or customer service levels.
b. The Employer is committed to a program to improve its ability to communicate with employees who do not communicate in English and will consider reasonable recommendations of the labor management committee to accomplish this.
c. If a substantial number of Employees at the Unit have a primary language other than English, the Employer will take reasonable steps, where practical, to post significant notices in both English and the predominant non-English language. If management cannot communicate effectively with an employee, the Employer will allow, upon

request and if available, an employee translator from the bargaining unit chosen by the employee to facilitate communications, provided the individual is on the premises at the time requested.

d. If the primary language for more than twenty-five (25) employees at the Unit is a single language other than English, the Employer and the Union will pay an equal amount of costs for translation and copying of this Agreement in English and that non-English language. For purposes of arbitration, the English version shall prevail in any conflict of meaning arising out of the translation. The Employer will not share the cost for translation and copying into more than one non-English language.

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, transfer, assign, and direct its work force; to discipline, suspend, or discharge for just cause; to retire or relieve employees from duty because of lack of work or other legitimate reasons; to determine and require standards of performance and to maintain discipline, order and efficiency; to determine operating standards, operational and other policies; to determine methods and procedures; to determine the quantity and type of equipment to be used; to increase or decrease the work force; to determine the number of departments and employees therein, and the work performed by them; to determine processes to be employed in the work place; to determine the number of hours per day or week individuals work and operations that shall be carried 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 or impede or delay the hiring of a regular bargaining unit employee, 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 make and enforce all reasonable 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 Minnesota, Council 5.

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 twenty (20) minutes within 30 days of hire.

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 bi-weekly, 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.

Section 4. PEOPLE Check-off. 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. Non-Interference. 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. Temporary Employees. 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.

Section 3. In no case will temporary employees or other non-bargaining unit employees be used to fill vacant positions (due to terminations, resignation or an expansion of the bargaining unit, etc.) for longer than thirty (30) days.

ARTICLE 8 – LABOR-MANAGEMENT COMMITTEE

Section 1. The Employer and Union agree that there shall be a Labor-Management Committee consisting of no more than four (4) individuals from each party, inclusive of no more than two (2) bargaining unit Sodexo employees, depending on unit size. Committee members shall be designated, in writing, by each party to the other. Meetings will be held at mutually agreeable times and places so as to apprise the other of problems, concerns, and suggestions related to the operations and the work force, all with the aim of promoting better understanding between the parties. Meetings will be held within fifteen (15) days after either party so requests, but not more than one (1) time each month during the academic year. A written agenda shall be established for each meeting and sent out to each party at least forty-eight (48) hours prior. 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 9 – SAFETY

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

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

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

ARTICLE 10 – UNION RIGHTS

Section 1. General. 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.

Section 2. Union Activities. The Employer agrees that during working hours, on the Employer's premises, and without loss of pay, the Local President and/or his/her designated representatives shall be allowed reasonable time to:

1. Post union notices and transmit communications authorized by the Local Union or its officers to the Employer or his/her representative;

2. Consult with the Employer, his/her representative, Local Union officers, or other Union representatives concerning the enforcement of any provisions of this Agreement.

The Employer agrees that the Union Steward, an aggrieved employee, and any employee involved in the investigation or processing of a grievance shall be covered by the provisions of this Section.

Section 3. 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.

Section 4. Union Representative Access. The Employer agrees that accredited representatives of the American Federation of State, County, and Municipal Employees, whether Local Union representatives, District Council representatives, or International representatives, shall have full and free access to the premises of the Employer at any time during working hours to conduct Union business. The Union agrees that such activity will not unduly interfere with the Employer's operations. An authorized representative of the Union will notify the General Manager or authorized designee in advance of arriving on the Employer's or client's premises of their desire to visit.

ARTICLE 11 – UNION STEWARDS

Section 1. The number of Union Stewards from the bargaining unit shall be no greater than two (2). The Union shall advise the Employer in writing of the names of Union Stewards and Chief Steward. Up to two (2) Union Stewards may participate in each grievance procedure.

Section 2. Upon the Union's request and subject to the Employer's business requirements, union members serving as stewards or alternate stewards under this contract shall be granted special training leaves to attend group trainings provided by the union. The size of the group attending such training will be subject to business needs of the Employer but shall not be less than half (1/2) the number of stewards provided for in this contract, and the time period for such group training leave shall not exceed two (2) days in any month or four (4) days in any year. Such leaves will be unpaid and will not adversely affect an employee's seniority or benefits. The Union will work with the Employer to schedule such training in a manner that minimizes the impact of the attendees' absence on the Employer's business, and will provide the Employer with as much notice as is practicable, which in any event shall not be less than five (5) working days.

ARTICLE 12 – SENIORITY

Section 1. Definitions. "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. Employee's original date of hire at the work location will be used as their employer seniority date for employees who transitioned into employment with the current employer without a break in service from the previous employer.

"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 combined with the employee's "Classification Seniority" for any equal or higher paid classification that the employee has held within the bargaining unit, without a break in service. Classification Seniority will be maintained for all employees who transferred into employment with the current site employer from the previous site employer without a break in service.

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 21), and Vacation (Article 26).

In the event two (2) or more employees are hired on the same day their seniority shall be decided by the last four digits of the employees' social security number with the higher seniority assigned to the highest number.

Section 2. Rosters. The Employer shall furnish to the Union, a copy of an up-to-date seniority list every six (6) months which shall include the name and address of each employee along with their most recent job title, noting any who have quit and any who are on leave of absence.

Section 3. Forfeiture and Interruptions. Continuous employment shall be broken for any of the following reason. 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 two (2) consecutive days without notice to the Employer.
d. Failure to return to work within ten (10) calendar 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) calendar 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 twelve (12) months from the date of layoff, or for a period equal to the employee's length of service, whichever is shorter,
f. Working during a leave of absence, except for work in conjunction with a leave for Union business.
g. Any absence beyond an authorized leave of absence.
h. A medical leave of absence of longer than twelve (12) months.

ARTICLE 13 – PROBATION

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

ARTICLE 14 – JOB POSTING

Section 1. Job Posting. Any new position or vacancy (as determined by management) shall be posted on a bulletin board that the employees read from, for not less than five (5) consecutive calendar days. Persons shall apply for the posted vacancies by sending a written request to the General Manager. All employees who are on layoff when an opening occurs shall be notified of the opening by email 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) calendar days of the closing of the posting.

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

Section 2. Bidding. All such vacancies, as determined by management, shall be filled by awarding the position to the most senior qualified employee who bids for that position and has not been awarded a position within the last six (6) months. 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 within two (2) weeks. 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 for up to ten (10) working days.

Section 3. External Posting. 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 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 the unit to fill the position.

Section 4. Trial Period. Any employee filling a job classification covered by this Agreement from a lower-paid classification shall be on a trial period for the first twenty days worked 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. Also, if at any time during such trial period that the Employee determines that the he/she does not wish to continue performing such job, that Employee, with notification to the Employer, may return to their former position. The employee so returned shall not suffer any loss of seniority. An employee who returns to a former position during such trial period shall have their pay in the former position reinstated. The decision to return the employee to their former position shall not be subject to any progressive discipline procedure.

Section 5. Transfers. There shall be no restrictions on temporary or lateral transfers or transfers into a lower paying classification, as long as the Employer maintains the employee's current rate of pay. Whenever an employee is transferred to a lower paying job for their convenience (for example in lieu of layoff, bid on a lower paying job, etc.), the employee shall be paid the rate of the job immediately.

ARTICLE 15 – LAYOFF AND RECALL

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

Section 2. Notice. Employees and the union shall be given fourteen (14) calendar days' notice in cases of layoff.

Section 3. Recall. 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. Procedure. The affected employee(s) may exercise one of the following options:

a. The employee may bump the least senior employee in the same 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. The employee so displaced may bump the least senior employee in the same or that 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(s) may opt to fill a vacancy in their own or lower paid classification if, in the Employer's opinion, 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 seniority 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 (5) calendar 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) calendar days after indicating their willingness to be reinstated.
f. Employees may volunteer for special events during the summer layoffs and will be asked to volunteer by the employer in seniority order. If the number of employees is insufficient to fill the summer requirements, the Employer will mandate in reverse seniority order. The Employer may use temps, student workers, or casual employees if there are not enough bargaining unit employees to fulfill the requirements.

Section 5. Temporary Unit Closing. During the academic year, when there is a lack of work and schools are closed due to scheduled breaks, unscheduled breaks of two (2) continuous weeks or less, or where there is a limited continuation of operations of two (2) continuous weeks or less, then the provisions of this article do not apply. In such circumstances, schools that are open will continue to be staffed by the employees regularly assigned to those schools; in schools that are closed, those employees will not be scheduled to work.

ARTICLE 16 – LEAVES OF ABSENCE

Section 1. Personal Leave. Upon written notice to the Employer, an employee with at least one (1) calendar year of service may apply for a personal leave of absence of up to sixty (60) calendar days. An employee must submit a written request at least twenty-one (21) calendar days in advance; however, the Employer will consider exceptions for unforeseen circumstances. The application shall specify the reason and the requested length of time for leave. The leave may be extended for thirty (30) calendar days by mutual agreement of the parties in writing in advance of the conclusion of the original leave and will not be unreasonably denied. The employee shall give a minimum of fourteen (14) calendar days' notice of such request. All leave requests shall be approved in the sole discretion of the Employer and must include a return to work date. All employees returning from a personal unpaid leave of absence 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.

Section 2. Union Leave. In the event an employee is hired or appointed to short-term employment with the Union, the employee shall be allowed to take leave, subject to the Employer's legitimate business needs. The Employee shall give a minimum of fourteen (14) calendar day notice of such request. Such leave shall not exceed one (1) year. The Employer may grant an additional six (6) month extension. No more than one (1) employee from the bargaining unit may be on such leave at a time. The Employer shall continue to pay for the employee's benefits during such leave provided that the Union and/or the employee reimburses the Employer in full for such benefits beginning on the first day of the month following the commencement of such leave. During such leave, the Employer will continue the seniority of the employee on leave and the accrual of benefits based on seniority.

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

Section 4. 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) up to five (5) days a year. Employees must give at least forty-eight (48) hours notice.

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

Section 6. Unpaid Medical Leave. An unpaid medical leave of absence of up to twelve (12) months, inclusive of time spent on FMLA, shall be granted for a serious medical condition of an employee as defined by the FMLA. The Company may require certification of the serious medical condition.

Section 7. Return to Work. An employee returning from extended leaves of absence of twelve (12) weeks or less, shall be entitled to reinstatement to his/her position, hours, and work unit unless the position has been eliminated or modified as a result of layoffs or other legitimate business needs. In such event, the employee may use their seniority as provided for in 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 8. Benefits During Leave. Holidays, vacations, sick days, and other benefit entitlements shall not continue to accrue during any leave of absence, except as required by applicable law and Section 2, Section 10 and Section 11 of this Article.

Section 9. MNPFML. The employer will follow all laws related to Minnesota Paid Family Medical Leave M.S.268B. The employer will pay fifty percent (50%) of the premiums required by Minnesota Statute 268B.14 subdivision 3 and employees will pay fifty percent (50%) of the premiums through payroll deductions from their wages.

Employees on Minnesota Paid Family Medical Leave at their own discretion are entitled to utilize their leave accrual balances to top off payments received through Minnesota Paid Family Medical Leave. Total payments received from Minnesota Paid Family Medical Leave and accruals utilized while an employee is on MPFML shall not exceed One Hundred percent (100%) of the employee's total income that they earn while working. FMLA and Minnesota Paid Family medical leave shall run concurrently, if applicable.

Section 10. Bereavement Leave

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

Allotment. In the event of death in the immediate family of an employee, bereavement leave with pay will be permitted for a maximum period of four (4) scheduled work days for the purpose of bereavement and/or attending the funeral and providing for matters incident to the death. Employees shall be paid at their regular rate of pay times their regular hours worked.

Any additional time needed for arrangements, etc., may be charged to sick leave. This additional time shall be limited to three (3) days, if available.

Definition. 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, brother-in-law, sister-in-law, son-in-law, daughter-in-law.

Additional Time Off. Additional time off may be granted to an employee, without pay, when travel is required to attend the funeral of those mentioned above.

Section 11. Jury Duty

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

Payment. 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 that of the remuneration received from the court system. Employees shall be paid at their regular rate of pay times their regular hours worked. Proof of such remuneration shall be submitted to the Employer by the employee. Official notification shall be submitted to the Employer prior to such leave being granted. The Employer shall provide leave for jury duty in accordance with all applicable laws.

ARTICLE 17 – IMMIGRATION RIGHTS

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

Section 2.

a. No employee covered by this agreement shall suffer any loss of seniority, compensation, or benefits due to any changes in the employee's name or social security number, provided that the new social security number is valid and the employee is authorized to work in the United States. The Employer shall not take action against an employee solely because the employee is subject to an immigration proceeding where the employee is otherwise permitted to work.

b. In the event that an employee has a problem with his or her right to work in the United States after completing his or her probationary period, the Employer shall notify the Union in writing prior to taking any action, and upon the Union's request, received by the Employer within forty-eight (48) hours of the Employer's notice to the Union, the Employer agrees to meet with the Union to discuss the nature of the problem to see if a resolution can be reached.

c. In the event that the Employer receives notice from the Social Security Administration ("SSA") that one or more of the employee names and Social Security numbers ("SSN") that the Employer reported on the Wage and Tax Statements (Forms W-2) for the previous tax year do not agree with SSA's records, the Employer agrees to the following:

1. The Employer agrees that it will not take any adverse action against any employee listed on the notice, including firing, laying off, suspending, retaliating, or discriminating against any such employee, solely as a result of the no-match letter.

2. The Employer agrees that it will not require employees listed on the notice to complete new I-9 form, or provide new or additional proof of work authorization or immigration status, solely as a result of the receipt of a no-match letter, and

3. The Employer agrees not to contact the SSA or any other governmental agency, solely as a result of receiving a no-match letter from the SSA.

d. Seniority for immigration related issues.

1. In the event that an employee is not authorized to work in the United States following his or her probationary period and his or her employment is terminated for this reason, and the employee subsequently corrects the problem within 180 calendar days, which may be extended for an additional 180 calendar days, based on management approval. Such requests shall not be unreasonably denied. The employee shall be rehired into the next available position seniority reinstated, at a rate including any raises he/she would have

received in the interim. If such employee either does not request an extension or is denied an extension and corrects the problem within one year, the employee will receive preference for reemployment. The parties agree that this provision does not apply to circumstances wherein the employee has falsified Company documents.

2. If the employee needs additional time to obtain his work authorization, the Employer will rehire the employee into the next available opening in the employee's former classification, as a new hire without seniority, upon the employee providing proper work authorization within a maximum of twelve (12) additional months. The parties agree that such employees would be subject to a probationary period in this event.

3. The Employer will furnish a personalized letter stating the employee's rights and obligations under this Section to any employee terminated because he/she has not provided adequate proof he/she is authorized to work in the United States.

e. Workplace immigration enforcement. The Employer shall:

1. Unless objected to by the affected employee, notify a representative of the Union as soon as practical if the Employer receives a no-match letter from the Social Security Administration, or is contacted by the Department of Homeland Security (DHS) (formerly INS) related to the immigration status of an employee covered by this Agreement of if a search and/or arrest warrant, administrative warrant, subpoena, or other request for documents is presented in order that the Union can take steps to protect any rights of its members. The Union agrees that it shall keep confidential any information it obtains pursuant to this provision and that it will use any such information solely to represent and/or assist the affected employee(s) in regards to the DHS matter.

2. Permit inspection of I-9 forms by DHS or DOL. The Employer also shall permit inspection of I-9 forms where a DHS search and/or arrest warrant, administrative warrant, subpoena or other legal process signed by a federal judge or magistrate specifically names employees or requires the production of I-9 forms.

3. To the extent legally possible, the Employer shall offer a private setting for questioning of employees by DHS.

f. Re-verification of status

1. No employee employed continuously on or before November 6, 1986, shall be required to document immigration status.

2. The Employer shall retain in its files copies of the identity and work authorization documents presented by the employee.

3. The Employer shall not require or demand proof of immigration status, except as may be required by 8 USC § 1324a (1)(B) and listed on the back of the I-9 form or as otherwise required by law.

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

Section 4. The Union and the Employer agree that this Agreement shall not be interpreted to cause or require the Employer to violate IRCA, 8 USC § 1324a or any other applicable law. Except as required by law the Employer agrees not to permit any non-government entity to conduct an audit or inspection of its I-9 forms or personnel records.

Section 5. Paid Citizenship Holiday. On the day that an employee is sworn in as a U.S. citizen, the employee will be excused from work and will be compensated for normally scheduled time, if any, at the employee's regular hourly rate of pay.

Section 6. An Employee that submits a request at least ten (10) days in advance shall be released for a period not to exceed a total of five (5) unpaid working days during the term of this Agreement in order to attend Bureau of Citizenship and Immigration Services (BCIS) proceedings and any related matters of the employee or members of his or her family the employee is seeking to bring to the United States. Immediate family shall be defined as parent, current spouse, domestic partner, grandparent, child, stepchild, sibling and parent-in-law. The Employer may request verification of such absence.

ARTICLE 18 – DISCIPLINE & DISCHARGE/JUST CAUSE

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

Section 2. General. 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.

Upon the 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. In the case of discharge personnel records requested in writing as previously stipulated will be provided to the employees' Union Representative or legal counsel within five (5) calendar days of when the request was submitted.

Section 3. Disciplinary Procedure. The parties recognize the principles and need for a method by which progressive discipline shall be provided. The Employer will administer progressive discipline as follows:

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

Section 4. Extreme Circumstance. The progressive disciplinary steps described in Section 2 will not be applied, and employees will be subject to suspension or 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 5. Disciplinary History. 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.

Section 6. Union Representation. An employee shall be permitted to have a Shop Steward or Union Representative at any meeting with the Employer, or its agents, which meeting is for the purpose of investigating alleged misconduct by the employee that might be the basis for, or which may result in, discharge, suspension or other disciplinary action with respect to the employee. If the employee indicates that he/she wishes a steward to be present, and one is not available, the disciplinary meeting shall be temporarily postponed.

Section 7. Attendance Issues. Absence and tardiness issues shall be considered together on a separate track from other disciplinary issues.

Section 8. 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.

ARTICLE 19 – GRIEVANCE PROCEDURE

Section 1. Definition. 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. Release time/Representatives. Up to two (2) union representatives with or without the grievant may investigate and process grievances on company time without loss of pay. Requests to investigate and present grievances shall not be unreasonably withheld. If the steward belongs to the bargaining unit the steward shall contact his/her supervisor in advance to determine a time when such investigation will not interfere with the Stewards work and the work of the person with whom the steward wants to meet. Upon request from the Employer the Union will provide the Employer with a list of local union stewards.

Section 3. Procedure. 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 within twelve (12) calendar 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 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. The General Manager shall provide a written response within seven (7) calendar days after receipt of the grievance.

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, unless mutually agreed to otherwise by both parties, and will never exceed three paid employees. 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: Arbitration: If the grievance cannot be satisfactorily resolved at Step 2, the matter may be referred by the Union for final decision and determination to an impartial arbitrator. A request for arbitration shall be filed in writing with the Federal Mediation and Conciliation Service (FMCS) no later than thirty (30) calendar days following the receipt of the written Step 2 answer, or the conclusion of grievance mediation, whichever is applicable. Both the Employer and the Union agree to be bound by the rules and regulations of the FMCS. Should the FMCS be unavailable for any reason, the parties agree to use methods provided by Minnesota Bureau of Mediation Services (BMS). 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.

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 the Employer, the union, and employee(s) involved and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument. It is understood that the Arbitrator shall have the power to modify on disciplinary cases, but shall not have the ability or power to in any way modify, change, restrict, or extend any of the terms of this Agreement.

Section 4. Mediation. If the grievance is not resolved after the procedures in Step 2 have been completed, the parties, by mutual agreement, may refer the matter to non-binding mediation through FMCS. Such referrals shall occur within fourteen (14) calendar days after the union receives the written response from the District Manager. This process will be conducted under FMCS jurisdiction and guidelines. Should the FMCS be unavailable for any reason, the parties agree to use methods provided by Minnesota Bureau of Mediation Services (BMS). The selection of a mediator and the conduct of any mediation shall be in accordance with the voluntary labor mediation rules of the Federal Mediation and Conciliation Service.

Section 5. Time Limits. 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 such matters.

Section 6. Expedited Discipline/Discharge Grievance. Grievances concerning disciplinary suspensions or discharges may be submitted at the second step of the grievance procedure. If the grievance is not settled at Step 2, it may be directly submitted to arbitration except as limited in the above paragraph.

Section 7. Wage. 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 8. 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 9. Remote Option. To facilitate the efficient and timely administration of this article, Union Representatives may participate in grievance investigations and meetings via telephone, and union stewards 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. Definition. Work week shall be defined as five (5) days within the seven (7) day period Friday through Thursday, inclusive, shall constitute the normal work week. The pay period shall be defined as a two (2) week period beginning at 12:00 a.m. Friday and ending at 11:59 p.m. the Thursday two weeks later.

The parties understand and agree that the beginning and end of the workweek or pay period may change as a result of changes to the Employer's payroll or timekeeping systems. The Employer will contact the union at least four (4) weeks before any change in the payroll period.

Section 2. Full-time Work Week. The Employer will typically schedule full-time employees, who transitioned from the previous employer (Chartwells) for 40 hours per work week. and shall keep their regular number of hours worked in a pay period and work week, to the extent that operational requirements permit. Days off for full-time employees shall typically consist of two consecutive days off.

Section 3. Overtime. All work performed in excess of forty (40) hours per week, or eight (8) hours in a day, and on a designated holiday, shall be deemed to be overtime and shall be compensated at the rate of one and one-half (1 ½) times the employee's regular hourly rate of pay.

Section 4. Distribution. The Employer has the right to require employees to work extra hours or overtime as may be necessary to meet operating requirements. In the event extra hours or overtime is required, the Operations Manager or his 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 their classification, they will be asked.
b. Volunteers will be asked beginning with the most senior qualified employee.
c. If not enough employees volunteer the least senior qualified employee will be required to perform the work. If the least senior employee refuses the overtime/extra hours assignment, the Employer is free to fill the position from any available source.

Section 5. Breaks. 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 six (6) or more hours in a day shall receive a one-half (1/2)-hour unpaid meal break to be scheduled by the manager or designee. Whenever possible, and outside peak volume times, the lunch period shall be scheduled at the middle of each shift.

Section 6. Schedule Posting. Work Schedules shall be posted at least seven (7) calendar days ahead of time. When changes are posted differing from an employee's normal work schedule, the employee shall also be notified, in writing, of such change.

Section 7. Employer Provided Meal. The Employer shall provide a free, wholesome meal as determined by management.

Section 8. The utilization of student employees will not erode the bargaining unit.

ARTICLE 21 – WAGES

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

Section 2. Work Out of Class. 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. An employee who bids on and accepts, or bumps into a lower paying job shall be paid the rate corresponding to the job accepted plus any seniority incentives and longevity premiums that have been earned.

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.

Section 3. Training Pay. 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. Payroll. Employees shall be paid in accordance with the Employers payroll system. The Employer will notify the union at least thirty (30) days before any change is made.

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

Section 6. New Classification. The Employer has the right to establish new job classification(s) and change(s) in an existing job classification that would be appropriately within the bargaining unit. Such changes may be due to, but not limited to, changes in responsibilities and production. The Employer shall give fourteen (14) calendar days notice to the Union of any changes in job classifications, which shall include the rate of pay assigned to each classification prior to offering such job classification for posting. The Employer shall meet with the Union to negotiate the new or changed job classification and rates of pay. If the parties fail to reach an agreement the changes may be submitted to the Grievance and Arbitration process, however nothing contained herein shall prevent the Employer from implementing such new or changed job(s) while the Grievance/Arbitration is being processed. It is agreed to by the parties that the Union has the right to negotiate the effects of any significant changes in job classifications.

Section 7. Miscellaneous. At no time shall any hourly wage rate (new hire rate, job rate, start rate, or otherwise) be less than fifty cents ($0.50) above the local, state, or federal minimum wage. If the application of this provision results in wage compression between job classifications, then upon request the parties will meet and confer through the Labor-Management Committee provided for in this Agreement regarding such compression. Under no circumstances shall this provision operate or be construed to create a wage reopener or to impose upon either party a mid-term duty to bargain. Classification Minimum Start Rates contained in Appendix A of this agreement will be followed unless the local, state, or federal minimum wage is raised to be more than fifty cents ($0.50) less than the classification's minimum start rates.

ARTICLE 22 – REPORTING PAY

Section 1. Notice. Regularly scheduled employees shall be guaranteed a minimum of four (4) hours, or one-half of their regularly scheduled hours, of pay 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. Exceptions. 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. Employees required to attend a mandatory meeting on their regularly scheduled day off shall be guaranteed a minimum of two (2) hours of pay at their applicable rate of pay.

ARTICLE 23 – HOLIDAYS

Section 1. General. All full-time and regular part-time employees (who work at least 20 hours per week) in the bargaining unit shall be entitled to paid holidays each year, as follows:

New Years Day
Martin Luther King Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

Employees who are scheduled to work, and work, on Memorial Day, Juneteenth, and 4th of July, will receive time and one half for hours worked, provided they work their scheduled day before and scheduled day after the holiday.

Section 2. 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 time and one half for hours worked, plus holiday pay.

Section 3. Holiday During Vacation. 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. Holiday Pay Entitlement. 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.

ARTICLE 24 – VACATION

Section 1. Eligibility. All regular full-time and regular part-time employees (Class 6) shall be eligible to accrue vacation hours. Once accrued, your vacation is immediately vested and available to use. Vacation shall be determined based on length of service as follows.

From date of employment through the completion of 60 months of employment, employees will earn 0.060606 hours of vacation per hour paid, with a Calendar year maximum of 80 hours.
From 61 months of employment through 180 months of employment, employees will earn 0.090909 hours of vacation per hour paid, with a Calendar year maximum of 120 hours.
From 181 months of employment, employees will earn 0.121212 hours of vacation per hour paid, with a Calendar year maximum of 160 hours.

Section 2. Accrual Rate. Maximum Accrual Cap (Balance Limit); If your Vested Vacation balance is equal to or greater than one-and-a-half (1.50) times your maximum annual vacation accrual, rounded up to the nearest eight-hour increment, you will no longer accrue vacation until your balance is reduced below the Maximum Accrual Cap by using your vacation.
Maximum Accrual Cap:
120 hours during 0 through 60 months of employment.
184 hours during 61 months through 180 months of employment.
240 hours during 181 + months of employment

The Vacation balance does carry over year to year, up to the Maximum Accrual Cap.

Section 3. Vacation Pay. Vacation pay for a day of vacation shall be paid at a rate of the individual employee's regular rate of pay multiplied by the number of vacation hours requested.

Section 4. Pay at Separation. Separated employees shall be paid all earned (vested) unused vacation hours at their current rate of pay.

Section 5. Requests. Vacation requests must be made three (3) weeks in advance.

Employee vacation requests shall be answered and returned, in writing, to the employee within ten (10) working days except that up to two (2) days per year may be taken, with management approval as operation permit, upon two (2) days notice. 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 conflict. Vacation may be taken during periods when food service operations are curtailed.

The black out periods for the use of vacation (no vacation permitted) will be the first four (4) weeks of Fall and Spring Semester, and the last two (2) weeks of Fall and Spring semester.

Section 6. Vacation Changes. Should an employee become seriously ill or disabled while on vacation, his/her vacation leave shall be changed to sick leave, effective the date of illness or disability, upon notice to the employee's supervisor. Such notice shall be accompanied by adequate proof of such illness or disability and shall be given to the supervisor as soon as possible after the illness or disability occurs.

Section 7. Work During Vacation Period. Any employee who has commenced a vacation period and who is requested to, and does, work during his/her vacation period shall be paid for regular hours at the rate of time and one-half (1½) his/her regular rate and for overtime hours at the rate of two and one-half (2½) times his/her regular rate. In addition, vacation leave in an amount equal to the number of hours worked by the employee shall be restored to the employee's credit.

ARTICLE 25 – SICK LEAVE

Section 1. Eligibility and Accrual Rate. All regular, full-time and part-time, employees (Class 6) shall be eligible, upon employment, for sick leave.

- Employees will earn .042553 hours of sick pay for each hour paid (including H,S,V,OT), with a calendar year maximum of seventy (70) earned hours.

Section 2. Probationary Employee. Employees will not be permitted to use accrued sick leave hours until they have completed their probationary period

Section 3. Payment. Payment for sick/personal hours used shall be at the employee’s straight-time hourly rate of pay multiplied by the number of hours that the employee was scheduled to work on the day taken as a sick/personal day.

Employees may use sick hours in one (1) hour increments.

Section 4. Use. Sick hours may be used for the employee’s own injury or illness, the employee’s own medical/dental appointments, or the injury, illness or medical/dental appointments of a spouse, domestic partner, or dependent.

If an employee has sick hours available, and the employee is off work for any of the aforementioned reasons, then the employee will receive paid sick hours for that day.

Employees will not be disciplined or reprimanded for utilizing sick leave up to 56 hours annually for reasons previously described provided the employee follows the proper call-in procedures. Carryover sick time, or sick time in excess of 56 hours annually requires two (2) weeks advance notice.

Section 4. Accrual Cap. Maximum Accrual Cap (balance limit) is 320 hours. If your Sick leave balance is 320 hours you will no longer accrue sick time until your balance is reduced below the Maximum Accrual Cap by using sick time. Sick balance will carry over from year to year. There shall be no payout of unused sick hours at any time.

Section 5. Verification. A doctor's note may be requested by the Employer under the following circumstances:

a. Upon returning to work after three (3) consecutive days off sick;
b. When required by the Department of Health
c. In instances where there appears to be a pattern of sick absences.
d. Employer will follow applicable Earned Safe and Sick Time law for qualifications and definitions.

ARTICLE 26 – 401(k)

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.

Upon written request from AFSCME within 30 days after Sodexo provides notice of termination, amendment or modification to AFSCME, Sodexo will bargain with respect to the effects of Sodexo's decision to terminate the Sodexo Group Retirement Plan or to amend or modify the Sodexo Retirement Plan.

ARTICLE 27 – 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 2016 will be determined on the basis of the hours worked or paid in the fifty-two (52) week period commencing October 4, 2014 and ending October 2, 2015). No employee shall fail to be classified as full-time due to time spent on FMLA, Military (USERRA) or Temporary Unit Closing (TUC) leave.

Employees who have been employed for less than one year as of the measurement date shall be classified as full-time or part-time in accordance with the procedures used by the Employer to classify partial-year employees under the Standard Benefits Plans. In no event will an employee's classification or change in classification be effectuated in a manner that violates the Affordable Care Act ("ACA") or other applicable law.

Nothing in this Article shall be construed to alter the definitions of full-time and part-time employees set forth in Article 2 of this Agreement, it being understood, however, that such definitions do not apply to the determination of eligibility to participate in the Standard Benefits Plans, which shall be determined solely in accordance with the terms and conditions applicable to such plans.

Section 3. Health Plan. So long as the Employer offers the Standard Benefits Plans in accordance with this Agreement, the Employer share with each eligible employee who elects to participate in medical 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:

Level of Coverage	Employer Paid	Employee Paid
Employee Only	80%	20%
Employee + Spouse/DP	80%	20%
Employee + Child/Children	80%	20%
Employee + Family	80%	20%

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. Dental and Vision is 100% employee paid.

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. This section shall continue in effect following the expiration of this

Agreement, until expressly terminated or superseded by written agreement of the Employer and the Union.

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

ARTICLE 28 – TRAVEL AND WEATHER ALLOWANCE

Section 1. Travel. 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.

Section 2. Weather. The Employer, at their discretion, during periods of inclement weather, will provide lodging at the Employer's expense. Such lodging will be restricted to those employees living outside the city limits. The Employer will reserve accommodations upon request, at a hotel of the Employer's choosing within a one-quarter (1/4) mile radius of the University. During instances of inclement weather employees will not be disciplined/reprimanded if they choose not to utilize the employer’s lodging accommodation if the employee needs to go home to care for family or pets.

ARTICLE 29 – UNIFORMS

Section 1. Uniform Disbursement.

The employer agrees to furnish three uniforms for each new employee and two uniforms each year thereafter, up to a total of five (5) for all employees. Uniforms may also be replaced one-for-one on an as needed basis. Uniforms and appropriate footwear are determined by the employer.

Employees shall not be responsible for the cost of replacement for uniforms that are replaced as a result of normal wear and tear, regularly scheduled replacement, or replacement resulting from circumstances beyond the employee’s control.

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

Section 3. Rules. Employees must wear the uniform as directed by the Employer.

Section 4. Safety Shoes. Upon ratification, and each year thereafter, the Employer will purchase employees’ safety shoes, through an approved vendor, for up to ninety dollars ($90.00) per academic year,

ARTICLE 30 – 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 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 31 – 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 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 – ALCOHOL AND DRUG ABUSE POLICY

Section 1. Drug Free Work Place. 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. Testing. The parties hereby adopt and incorporate by reference the Drug/Alcohol Test Implementation Guidelines annexed to this Agreement as Appendix B..

ARTICLE 34 - TEMPORARY TRANSITIONAL DUTY PROGRAM

Section 1. Return to Work. 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. Notice. 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. Refusal. 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. Obligation. 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. ADA Requirements. 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 35 – 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. No employee shall receive a reduction in compensation or benefits due to the signing of this agreement except as expressively defined in this agreement.

ARTICLE 36 – POLICIES AND PROCEDURES

The Employer shall strive to provide to the Union copies of the work rules and attendance policies. Should the Employer make changes to its work rules or its attendance policy, the Employer shall provide advance notice to the Union of the changes being made prior to implementation, striving for at least fourteen (14) calendar days advance notice. The parties acknowledge that the Union maintains the right to grieve the reasonable of the rules and policy in accordance with the terms of the Grievance process.

ARTICLE 37 – DURATION OF AGREEMENT

Section 1. This Agreement shall be in full force and effect as of August 6, 2026, and shall be in effect up to and including June 30, 2028, and thereafter from year to year unless either party shall give at least sixty (60) days' prior written notice before any expiration date of this Agreement to the FMCS and the other party of its desire to modify or change this Agreement.

IN WITNESS WHEREOF, SDH West, LCC, a subsidiary of Sodexo Inc, at Southwest Minnesota State University, 1501 State Street, Marshall, MN 56258 and AFSCME Minnesota, Council 5, Local, have caused this Agreement to be signed by their duly authorized representatives as of this 6th day of August 2026.

SDH West LLC.,
A subsidiary of Sodexo
Southwest Minnesota State University

DocuSigned by:
Traci Wolff - 70313135
E2A8FF83EA564ED...

8/6/2026

Traci Wolff
Director, Labor Relations

Signed by:
Jamie Waterbury
D5196C00DA7A456...

Jamie Waterbury, District Manager

AFSCME Minnesota, Council 5

Signed by:
Tanner Heyl
C239A34EA4484E6...

Tanner Heyl
Field Representative

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APPENDIX "A" (WAGES)

Section 1. Classification Minimum Start Rates:

Classification	Effective Date 7/1/2026	Effective Date 7/1/2027
Food Service Worker	$16.85	$17.52
Cook	$18.05	$18.78

Section 2. General Wage Increases

All employees shall receive a General Wage Increase effective with the start of the payroll period that follows to the effective dates below.

July 1, 2026	4.0%
July 1, 2027	5.0%

Section 3. Longevity Pay

Employees will receive a longevity pay adjustment effective with the start of the payroll period that follows their anniversary dates as listed below.

After 5 years	$0.15 per hour additional
After 25 years *	$0.25 per hour additional

'* and an additional $0.25 per hour each 5 years thereafter

APPENDIX "B" – 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 or who tests positive for any prohibited substance 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.

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.

Drug/Alcohol Test Implementation Guidelines Acknowledgment
I acknowledge that I have received a copy of the Sodexo Drug/Alcohol Test Implementation Guidelines.

________________________________ ________________________
(Signature of Applicant/Employee) (Date)

____
(Printed Name)