

**AGREEMENT**

**between**

**SDH EDUCATION EAST, LLC,  
SODEXO SERVICES, INC.  
AT  
PROVIDENCE (RI) SCHOOL DISTRICT**

**and**

**THE RHODE ISLAND LABORERS' DISTRICT COUNCIL  
on behalf of LOCAL UNION 226  
of the  
LABORERS' INTERNATIONAL UNION  
OF NORTH AMERICA, AFL-CIO**

**EFFECTIVE: JULY 1, 2022**

**THROUGH: JUNE 30, 2026**

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## **AGREEMENT**

This Agreement is made and entered into by and between SDH Education East, LLC, Sodexo Schools Services, doing business at Providence, Rhode Island School District (hereinafter referred to as "Sodexo", or the "the Company" or "the Employer") and The Rhode Island Laborers' District Council, on behalf of Local Union 226, of the Laborers' International Union of North America, AFL-CIO (hereinafter referred to as the "the Union").

## **PURPOSE**

It is the purpose of this Agreement to carry out the policy of the State of Rhode Island, as codified in Title 28 of the Rhode Island General Laws, by encouraging a more harmonious, cooperative relationship between the Employer and the employees' Collective Bargaining Representative and to provide for the establishment of procedures for the amicable adjustment of all disputes which may arise between the employer and the Collective Bargaining Representative.

To accomplish this purpose, the Company and the Collective Bargaining Representative encourage the highest possible degree of practical, friendly and cooperative relationships between their respective representatives at all levels and give full recognition and understanding of the respective rights and responsibilities of the parties hereto.

## **ARTICLE 1 – RECOGNITION**

**Section 1.** The Company recognizes the Union for the purpose of this Agreement as the sole and exclusive bargaining agent for those employees assigned to the Providence School Lunch Program with regard to wages, hours and working conditions for whom the Rhode Island Laborers' District Council, AFL-CIO, has been designated to represent by a Card Check Representation Election conducted by the American Arbitration Association on October 26, 1994. The Company further agrees to automatically extend coverage of this Agreement to any other individual employed by Sodexo Services Inc. and assigned to the Providence School Lunch Program, the Providence School Department Administration cafeteria and any other school operating under the Company's Providence School contract or by mutual agreement of the parties.

**Section 2.** The Company recognizes the Union as the sole and exclusive representative for purposes of collective bargaining with respect to wages, hours and other conditions of employment of all Sodexo School cafeteria employees at the Providence School System who are regularly scheduled for fifteen (15) hours or more per week, excluding supervisory, management trainees, managers, substitutes, (a substitute employee is employed to fill a temporary vacancy due to the absence of a regular employee for a duration of no greater than thirty (30) days), confidential, clerical, guards and others as defined by the Act.

**Section 3.** The Company and the Union agree not to discriminate against any member of the bargaining unit covered by this Agreement because of marital status, age, veteran status, sex, race, creed, color, disability, ancestral origin, religion, political beliefs, sexual orientation or affiliations and/or membership in any lawful organization.

**Section 4.** All references to employees in this Agreement designate both sexes and wherever the male gender is used, it shall be construed to include male and female employees.

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**Section 5.** The Company agrees that no employee shall be discriminated against, intimidated or coerced in the exercise of his/her right to bargain collectively through the Union, or on account of his/her membership in, or activities on behalf of the Union.

**Section 6.** Nothing contained herein shall be construed or interpreted so as to prevent compliance with any obligation imposed by the Americans with Disabilities Act of 1990.

## **ARTICLE 2 – UNION SECURITY AND DUES DEDUCTION**

**Section 1.** All present employees who are members of the Union upon the effective date of this Agreement shall remain members in good standing by the payment of their regular weekly dues as a condition of continued employment. All present employees who are not members of the Union and all employees who are hired hereafter in the classifications covered by this Agreement shall become and remain members in good standing by the payment of the required initiation fee and regular weekly dues on the 31<sup>st</sup> day following the execution of this Agreement or the date of their employment, whichever is later, and shall thereafter maintain such good dues standing for the term of this Agreement.

**Section 2.** Upon receipt of written notice by the Union, the Company shall immediately discharge any employee who fails to become or is not a member of the Union on the prescribed day, provided membership was available under the same terms and conditions as generally applicable to other members. Further, all employees who fail to maintain their Union membership in good dues standing shall be summarily discharged by the Company. The Union agrees to indemnify, defend and hold the Company harmless from any claim arising from any such discharge.

**Section 3.** "Membership in good standing" as referred to herein means solely the tender of payment of normal dues and the standard initiation fee.

**Section 4.** The Company agrees not to enter into any agreement or contract with members of the bargaining unit, individually or collectively, nor negotiate or bargain with them, unless it is through the duly authorized representative of the Union. Any such agreement entered into shall be null and void.

**Section 5.** The Company agrees to deduct Union dues on a weekly basis from the pay of each employee who authorizes such deduction in writing as provided in this section. Deductions shall be made weekly from the net pay of each employee who is or who becomes a member of the Union within the scope of the bargaining unit and is covered by this Agreement, provided such employee has voluntarily authorized the Company to do so in writing with the "Dues Deduction Authorization" form, to be furnished to the Company:

Such authorization form, deduction, practices and procedures enumerated in this Article shall be in compliance with the requirements of all State laws and regulations regarding same.

**Section 6.** The Company will remit the deduction by the thirtieth (30<sup>th</sup>) of the following month to the Secretary-Treasurer of Local Union 226, 410 South Main Street, Providence Rhode Island 02903 on Payroll Optional reports listing the employee's name, identification number, department number and amount of dues deducted.

**Section 7.** In addition, the Company shall deduct the sum of two cents (\$.02) per hour for each hour worked or paid for from the pay of those employees who so authorize on a

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voluntary basis to the Rhode Island Laborers' Political Action Committee (RILPAC) as a voluntary contribution.

Such deduction, if authorized by the employee, shall be made from the employee's pay on each regularly scheduled pay day and shall be remitted to the RILPAC simultaneously with the Pension Fund contributions made pursuant to this Agreement. Authorization is granted by the employee's execution of the form attached to this Agreement as Exhibit A.

The Union shall indemnify and hold harmless the Company for any and all claims, liabilities and costs incurred by the Company as a result of the Company's compliance with this Article 2.

### **ARTICLE 3 – RIGHTS AND RESPONSIBILITIES OF THE COMPANY**

Unless expressly and specifically limited, modified, abridged or relinquished by a specific provision of this Agreement and/or applicable state or federal laws, whether exercised or not, the rights, powers and authority normally associated with the management of the enterprise shall remain solely and exclusively within the Company, including, but not limited to, the following: to determine the standards of selection for Company employment; direct its employees; take disciplinary action for just cause; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of operations; determine work schedules; determine the methods, means and personnel by which the operations are to be conducted; determine the content of job classification; exercise complete control and discretion over its organization and technology of performing its work; and fulfill all of its legal responsibilities.

### **ARTICLE 4 – LUNCH AND COFFEE BREAKS**

**Section 1.** All employees who are regularly scheduled to work five (5) hours or more shall have a paid lunch of twenty (20) minutes at a time to be designated by the Company and a ten (10) minute break. Consistent with existing practice the Company agrees to provide the meal at no cost to the employee. The meal must be consumed on the unit premises.

**Section 2.** All employees regularly scheduled for more than three (3) hours per day, but less than five (5) hours per day, shall have a paid ten (10) minute break at a time to be determined by the Company. Consistent with existing practice the Company agrees to provide the meal at no cost to the employee. The meal must be consumed on the unit premises.

### **ARTICLE 5 – PRIVACY OF EMPLOYEE RECORDS**

It is agreed that the contents of an employee's personnel file, including but not limited to, employment applications and related forms, documented disciplinary action and all grievance settlements shall be considered private and shall be made available only to the employee and the Union. The employee and the Union will notify the Company a minimum of two (2) days in advance if an employee's personnel records are to be requested.

### **ARTICLE 6 – OVERTIME**

**Section 1.** For all hours worked in excess of forty (40) hours in each payroll work week, an employee shall be compensated at the rate of time and one-half the normal hourly rate of pay. All overtime must specifically be approved in advance by the Company. Hours which are paid for, including holidays and sick leave, shall be included as hours worked for the computation of overtime.

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**Section 2.** Overtime work is to be made a matter of record and distributed fairly and equitably among employees eligible for and capable of performing the work in their respective work location.

**Section 3.** Overtime shall be offered to employees, on a rotating basis, on the basis of their seniority in their classification and within the work location. An employee offered overtime will be excused at his request, provided personnel are available and willing to meet the need. Any employee so excused shall not be offered overtime work again until his name comes up again in the seniority rotation. In the event that an insufficient number of employees within the classification and work location in which overtime work is assigned voluntarily accept the assignment, the Company may direct and require employees within the classification to perform the work. Such required overtime assignments shall be made in the reverse order of seniority if the employee is qualified.

**Section 4.** No employee shall be required to work more than twelve (12) consecutive hours.

## **ARTICLE 7 – PROMOTIONS AND SENIORITY**

**Section 1.** It is hereby agreed that the parties hereto recognize and accept the principle of seniority within a classification in all cases of shift preference, transfer, days off, relief assignments, holiday time, floats, job and location assignments, layoffs and recalls.

**Section 2.** The Company shall prepare and forward to the secretary of the Union a seniority list of employees by classification. Seniority lists shall be revised when necessary and shall be prepared and posted on approved bulletin boards, showing the employees name, classification and seniority on a biannual basis.

**Section 3.** Job openings known to be of a duration of three (3) months or longer and permanent job openings shall be posted within three (3) working days after the opening occurs. All job openings shall be posted in each school for not less than ten (10) working days during which time bargaining unit applicants may bid for the positions and after which a new employee may be hired. The Company shall fill said positions within ten (10) working days following the closing of the posting period, unless the parties agree to a longer period. Employees are entitled to fill a job opening in the following order of seniority:

- a) Qualified employees in the same job classification as the opening;  
and then
- b) Other qualified employees.

Within each of the above priority categories, qualified employees are entitled to the opening on the basis of seniority.

The Union Steward upon request will be shown the number and names of applicants, the successful bidder and the basis for the employee's success or the fact that a new employee was hired.

The Company shall stamp each bid submitted with the date and time it was received and shall provide a copy of stamped bid to the bidder.

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**Section 4.** Said promoted bargaining unit employee shall be afforded a thirty (30) work day trial period. If he is deemed not qualified for the position during that period, he shall be restored to his former position. If the employee challenges the Company's decision, said challenge shall be processed as a grievance. The promoted employee will be unable to bid on posted positions until completion of the trial period, except upon instances of involuntary placement or instances where the promoted employee is filling a temporary vacancy.

**Section 5. Transfers.** Employees may bid for vacant positions of the same classification title within the bargaining unit in another work location or work shift and said positions shall be filled on the basis of seniority and qualifications.

**Section 6.** In the event a reduction in the overall workforce is required, the person with the least secondary seniority in the classification affected shall be subject to layoff. In the event a reduction in the workforce in a particular work location is required, the person with the least secondary seniority at that work location in the classification affected shall be subject to re-deployment to another work location.

Two (2) weeks notice of layoff and/or re-deployment as described above shall be given to the employee so affected, if possible.

**Section 7.** In the event of recall, the order of layoff described above shall be reversed.

**Section 8.** Any employee who holds full status and has been laid off shall have his name placed on an appropriate re-employment list for two (2) years from the date of separation. Seniority shall accrue to such employee while on said re-employment list.

**Section 9.** New employees shall serve an evaluation period of one hundred and thirty (130) workdays.

**Section 10.** Any employee may be dismissed without recourse during the evaluation period for reasons relating to the employee's qualifications or for the good of the service. It is intended that "evaluation period" in the above sentence shall mean the original evaluation and shall not apply to the trial period served after a promotional appointment.

**Section 11.** Seniority shall be considered broken for the following reasons only:

- a) When an employee has been discharged for just cause.
- b) When an employee voluntarily terminates his employment.
- c) When an employee fails to respond to a recall notice within forty-eight (48) hours.
- d) When an employee fails to notify his/her Supervisor of his absence from work within three (3) working days, unless extenuating circumstances prohibit such notice. Extenuating Circumstances are limited to accident or illness.
- e) When an employee fails to renew a leave of absence.
- f) When an employee engaged in other work without authorization while on leave of absence.
- g) When an employee is laid off in excess of two (2) years.

**Section 12.** Union Stewards shall be considered senior in service in the classification for layoff purposes only.

**Section 13.** Unless otherwise stated, the above references are to primary seniority. When primary seniority is the same among employees, secondary seniority shall be used.

**Section 14.** The parties agree to recognize seniority as defined in the following manner:

- a) Primary Seniority – Length of service, in the aggregate, within a classification including all periods of service to the Company, the State of Rhode Island, Marriott School Food Service, Sodexo Marriott Services and the Providence School Department Food Service.
- b) Secondary Seniority – Total length of service, in the aggregate, for Sodexo Services, Inc., Sodexo Marriott Services, State of Rhode Island or the Providence School Department Food Service.

**Section 15. Cook Training Program.** There shall exist a cook training program, the purpose of which is to train employees to advance to the classification of cook. Those employees who successfully complete the program shall be deemed qualified to fill any cook classification. Those employees assigned to the cook training program shall be paid at the rate of Cashier for all hours so assigned.

All permanent non-probationary employees are eligible for enrollment into the program in order of primary seniority. In order to be selected for enrollment, employees must meet the following eligibility criteria:

- a) No abusive absenteeism or tardiness.
- b) No disciplinary action within previous year.
- c) Ability to lift forty (40) pounds.
- d) Ability to read and comprehend recipes.
- e) Basic knowledge of HACCP.
- f) Successful completion of video SERV-SAFE program.
- g) No accidents within previous year.

**Section 16. Assistant Cook Training Program.** A program for Assistant Cook training and a separate program for Satellite Lead training shall also be operative, both of which shall follow the above criteria.

## **ARTICLE 8 – SICK LEAVE**

**Section 1.** All employees, after completion of their evaluation period, shall be entitled to sick leave with full pay.

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

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

**Section 2.** Sick leave with full pay for those employees of this bargaining unit regularly scheduled to work sixteen (16) hours or more per week shall be computed at the rate of one working day per month on a pro-rata basis up to a maximum of ten (10) days per school year.

**Section 3.** Annual sick leave of ten (10) working days with pay, when not used, shall be cumulative, up to a maximum of ninety-five (95) days to be placed in a sick leave bank. Those employees whose accrual of sick days exceeds ninety-five (95) days as of December 31<sup>st</sup> of each year of this agreement shall be paid the cash equivalent of that amount of days the accrual exceeds ninety-five (95) days. Said payment shall be made no later than April 30<sup>th</sup> of the following year.

**Section 4.** Sick leave with full pay for those employees of this bargaining unit who are regularly scheduled to work less than sixteen (16) hours per week shall be computed at the rate of five (5) days per year.

**Section 5.** Should an employee desire to discharge sick leave on the day before or after a holiday, school close/vacation, or personal day, a physician's note will be required in order to receive paid sick leave, provided that the employee has been informed of this requirement prior to the use of said sick leave.

**Section 6.** Employees who retire or who receive a Disability Award from the Social Security Administration shall be entitled to a lump-sum payment equal to fifty percent (50%) of the value of unused sick leave.

**Section 7.** Abusive absenteeism shall result in disciplinary action.

**Section 8.** Sick leave may be discharged in one-half (½) day increments.

**Section 9.** Employees may use up to five (5) of the paid sick days they are entitled to under this Article for the following: non-paid holidays when school is closed, religious holidays, snow days. The employee will give the Employer at least two (2) weeks' notice if he/she wishes to use a paid sick day for a non-paid holiday or a religious holiday.

## **ARTICLE 9 – DRUG / ALCOHOL TESTING PROCEDURE**

The Company retains the right to promulgate policies and rules applicable to testing individual job applicants for drug or alcohol use; and, subject to applicable state and federal laws, for testing current employees for drug or alcohol use:

- 1) When there is reasonable suspicion, displaying symptoms of abnormal behavior, demonstrating significant work performance problems.
- 2) To aid the investigation of serious accidents.
- 3) Prior to assignment in safety-sensitive positions, and
- 4) New employees during evaluation period.

The Company agrees to forego random testing unless it is required by a customer or competent regulatory or governmental authority.

The Company further agrees that if an employee(s) recognizes that he has an alcohol or drug abuse problem and voluntarily identifies this problem to the Company, the Company will allow the employee(s) time off to seek professional assistance. The Employee will be allowed to utilize any applicable contractual benefit for this absence. It should totally be the responsibility

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of the employee(s) to recognize the problem and come forward to the Company prior to a disciplinary situation normally resulting in five (5) days suspension subject to termination.

The Company will utilize the services of a reputable laboratory and if there is a change in the services, the Company will notify the Union for the sole purpose of notification.

## **ARTICLE 10 – JURY DUTY**

Employees who are subpoenaed for jury duty shall be paid for time lost as a result of such jury duty at their regular rate of pay. Employees shall remit to the Company any pay received for such jury service, except for transportation and parking.

## **ARTICLE 11 –LEAVES OF ABSENCE**

**Section 1.** Upon written application to the Company, an employee may request a leave of absence from active employment, without pay and other benefits for a period not to exceed six (6) months. Good cause must be shown in support of such requests. Application for such leave must be in writing and made at least two (2) weeks prior to the commencement of any requested leave, except in cases of emergency. The request must specify in writing both the reason for the request and the date of the employee's estimated return to work. In the event such request is granted, seniority shall continue to accumulate during the period of the leave. The Company agrees to review any leave requests submitted pursuant to this section and agrees that permission for the requested leave will not be unreasonably withheld.

**Section 2.** When leaves are requested and granted or denied pursuant to this Article, the employee and the Union shall be provided with copies of any written communication relative to Company action.

**Section 3.** Employee health and welfare benefits shall continue as long as the employee continues payment of union dues. The employee is responsible for payment of the total premium(s) due by the first of the month for each month of coverage.

**Section 4.** Employees on leave shall not be eligible to bid, bump or be recalled until return to active employment.

**Section 5.** At the expiration of the leave, the employee shall be returned to the same rate of pay and classification. The Company shall make every prudent effort to return the employee to the same location.

**Section 6.** The Company will comply with all Federal and Rhode Island State Laws governing leaves of absence.

## **ARTICLE 12 – PERSONAL TIME/DAYS**

**Section 1.** The Company will provide to each eligible employee, six (6) personal leave days per calendar year to be used for personal reasons.

**Section 2.** Employees shall not be required to state the reason for personal leave.

If an employee has exhausted the annual five (5) paid sick days they are permitted to use per Article 8, Sick Leave, Section 9 on non-paid holidays when school is closed, on religious holidays, or on snow days, then an employee may use a personal leave day if available.

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**Section 3.** Prior approval of two (2) weeks for personal leave must be obtained and may only be denied if the resulting absence interferes with the proper conduct of operational functions.

**Section 4.** Personal leave shall not be carried over from year to year.

**Section 5.** Employees may discharge a personal day on any scheduled workday when work is canceled due to inclement weather.

## **ARTICLE 13 – FAMILY AND MEDICAL LEAVES OF ABSENCE**

**Section 1.** Upon written application to the Company, employees shall be granted a family and medical leave of absence from active employment, with or without pay and with all other benefits, for a period not to exceed twenty-six (26) weeks. Application for such leave must be made in writing two (2) weeks prior to commencement except in case of emergency. The request must specify the reason and estimated return to work date. In the event such request is granted, seniority shall continue to accumulate during the period of absence.

**Section 2.** Employees on Family and Medical Leave must provide medical updates to the Company in writing, once a month, during their absence.

**Section 3.** Employees will not be eligible to bid or bump until released for full duty by their physician. In the event the employee has discharged leave to provide care to another, he will not be eligible to bid or bump until the expiration of his requested leave.

**Section 4.** At the expiration of the leave, the employee shall be returned to the position from which he left at the same rate of pay, classification and location.

**Section 5.** When feasible, elective surgery shall be scheduled around working days to prevent absence from work.

**Section 6.** The Company shall also adhere to all applicable laws that provide benefits that exceed this provision.

## **ARTICLE 14 – BEREAVEMENT LEAVE**

**Section 1.** Upon the completion of the evaluation period of employment, all employees are entitled to receive a maximum of three (3) consecutive days off with pay as bereavement leave in the event of each death in the "immediate family." Bereavement leave shall not accumulate from year to year.

**Section 2.** For the purpose of this Article, "immediate family" is defined as an employee's mother, father, husband, wife, son, daughter, sister, brother, step-child, grandparent or another relative residing in the employee's household.

**Section 3.** Employees shall be granted paid funeral leave of one (1) day for current mother-in-law, father-in-law, brother-in-law and sister-in-law. In the case of cousins, aunts and/or uncles, paid funeral leave of one day shall be granted no more than two (2) times annually. Any further request for paid leave for the death of a cousin, aunt or uncle shall be subject to the discretionary approval of the General Manager.

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**Section 4.** For the purposes of this Article, a "day" is defined as the number of hours an employee was or would normally be scheduled to work had not the death of a qualified relative caused their absence from work due to bereavement.

## ARTICLE 15(A) – MEDICAL AND DENTAL INSURANCE

**[NOTE: The provisions of this Article 15(A) shall terminate effective August 31, 2022]**

**Section 1. Eligibility.** Employees hired before January 1, 2006 who are regularly scheduled to work twenty (20) hours a week or more or become regularly scheduled to work twenty (20) hours a week or more during the term of this Agreement, will be eligible to participate in the health insurance coverage and dental insurance coverage as described in this Article.

Effective the first of the month following sixty (60) days of employment, employees hired on or after January 1, 2006 who are regularly scheduled to work twenty-five (25) hours a week or more or become regularly scheduled to work twenty-five (25) hours a week or more during the terms of this Agreement, will be eligible to participate in the health insurance coverage and dental insurance coverage as described in this Article.

**Section 2. Health Insurance Plan.** Employees described in Section 1 of this article are eligible to participate in a Blue Cross/ Blue Shield of Rhode Island high deductible health insurance plan, or an equivalent plan. Three-tier coverage shall be offered: Employee only coverage; Employee + One Dependent Coverage; Family Coverage.

In addition, the Employer will establish a Health Reimbursement Arrangement (HRA) through a third-party vendor that will reimburse employees for the cost of the plan deductible that they incur on a calendar year bases as follows:

Calendar year 2017	100% reimbursement
Calendar year 2018	75% reimbursement
Calendar year 2019	75% reimbursement
Calendar year 2020 and thereafter	75% reimbursement

### **Section 3. Health Insurance Premiums and Employee Share of Premium.**

a.) The monthly premiums for the Blue Cross/ Blue Shield of Rhode Island plan described in Section 2 of this Article are as follows :

<u>Level of Coverage</u>	<u>Effective 7/1/2021</u>	<u>Effective 7/1/2022</u>
Employee only	\$ 947.48	\$ 993.60
Employee & One Dependent	\$1,833.37	\$1,923.79
Family	\$2,321.94	\$2,436.79

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The Employer and employee will share in the cost of the premium for those who enroll in health insurance. The employee percentage of the premium will be as follows:

<u>Level of coverage</u>	<u>Eff. 7/1/2020</u>	<u>Eff. 7/1/2021</u>	<u>Eff. 7/1/2022</u>
Employee only	7.0%	7.0%	7.0%
Employee & one dependent	7.0%	7.0%	7.0%
Family	7.0%	7.0%	7.0%

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

In addition, employees who elect health insurance will have One Dollar (\$1.00) per week deducted from their pay for the cost of administration of the Health Reimbursement Account (HRA).

The employee share of the premium and the HRA administrative cost will be deducted each week through payroll deduction. The employee's weekly deduction will be calculated based on the total annual amount owed by the employee divided by forty-two (42) and will be deducted from the employee's pay in forty-two (42) equal installments during the school year.

**Section 4. Dental Insurance.** Eligible employees as described in Section 1 of this Article shall also be eligible to enroll in the Employer's non-standard dental insurance plan.

The Employer will pay one hundred percent (100%) of the cost of the premium for all levels of coverage.

**Section 5. Medical/Dental Buyout Option.** In the event an eligible employee as described in Section 1 of this Article provides evidence that he/she is covered by a spouse's medical plan and/or dental plan and therefore chooses to voluntarily elect not to participate in the Employer-provided health and dental plans by signing a form waiving his/her right to participate, the Employer will pay the eligible employee Twelve Hundred Dollars (\$1,200.00) each year. Fifty percent (50%) of the payment will be made on the last pay day of December in each school year and the balance will be paid on the last pay day of the school year. Eligible employees not employed for a full school year or who change eligibility status during the opt-out period, when voluntarily electing this payout option, will receive the payout based on a pro-rated amount.

**Section 6. Temporary Vacancies.** The parties acknowledge that as a result of the temporary absence of an employee who is eligible for health care benefits under this section, temporary vacancies shall arise from time to time in positions occupied by said employees. In the event the Company fills any such temporary vacancy with an employee who is not otherwise eligible for health care benefits, said employee shall not, by virtue of filling said temporary vacancy, be eligible for health care benefits as long as the permanent occupant of the position receives health care benefits.

**Section 7. Life Insurance.** All employees covered by this collective bargaining agreement—that is, employees regularly scheduled for fifteen (15) hours or more per week— and who have completed thirty-one (31) workdays of employment — will receive \$15,000 Life Insurance coverage and \$15,000 Accidental Death and Dismemberment insurance coverage. The Employer will pay 100% of the cost of the premium.

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## ARTICLE 15(B) – INSURANCE

[NOTE: The provisions of this Article 15(B) will become effective on September 1, 2022]

### **Section 1. Eligibility**

The Employer shall contribute to the group insurance coverage described in Section 2 of this Article for all eligible employees.

An eligible employee is defined as an employee who meets the following criteria:

- (a) Is regularly scheduled to work or becomes regularly scheduled to work twenty-five (25) or more hours per week if hired on or after January 1, 2006;  
**OR**  
is regularly scheduled to work or becomes regularly scheduled to work twenty (20) or more hours per week if hired prior to January 1, 2006.
- (b) Is employed in a classification covered by the collective bargaining agreement;
- (c) Has elected and signed up for insurance benefits coverage on a timely basis;
- (d) Is actively employed or on seasonal layoff.

The Employer will begin making contributions for eligible employees upon the first of the month following two (2) consecutive months of employment.

The following classes of employees shall be eligible for contributions to the Fund: Cook, Assistant Cook, Accountability, Driver, Utility Worker, General Worker, Satellite Lead.

### **Section 2. Health Insurance, Prescription Drugs, Dental Insurance, Vision Insurance, Life Insurance.**

Insurance Coverage is provided by, and Employer Contributions will be made to, the Rhode Island Laborers Health Fund's ("the Fund") non-construction plan, to provide eligible employees who elect coverage, the following insurance coverage:

- a) Health insurance;
- b) Prescription drugs insurance;
- c) Dental insurance;
- d) Vision insurance;
- e) Life Insurance and Accidental Death and Dismemberment (AD&D) insurance coverage in the amount of \$30,000.

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

Level of Coverage	Effective 09/01/2022	+5.0% Effective 01/01/2023	+5.0% Effective 01/01/2024	+5.0% Effective 01/01/2025	+5.0% Effective 01/01/2026
Individual	\$760.25	\$798.26	\$838.18	\$880.08	\$924.09
Family	\$1,955.25	\$2,053.01	\$2,155.66	\$2,263.44	\$2,376.62

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Notwithstanding the foregoing, any contribution increases determined by the Fund to be effective on January 1, 2023, January 1, 2024, January 1, 2025, and January 1, 2026 will be paid by the Employer. However, any Fund contribution amounts paid by the Employer in excess of those listed above will be deducted from employee's paychecks.

**Employee Co-premium.**

Employees who elect coverage will pay a percentage share of the premium (referred to as the "employee co-premium"). The employee co-premiums are listed below, along with the employee's weekly deduction amount based on the monthly premiums listed above in Section 2 of this Article.

Employee % Of Premium	7.0% Weekly Deduction	7.0% Weekly Deduction	7.0% Weekly Deduction	7.0% Weekly Deduction	7.0% Weekly Deduction
Level of Coverage	Effective 09/01/2022	Effective 01/01/2023	Effective 01/01/2024	Effective 01/01/2025	Effective 01/01/2026
Individual	\$12.28	\$12.89	\$13.54	\$14.22	\$14.93
Family	\$31.58	\$33.16	\$34.82	\$36.56	\$38.39

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

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

The Employer will submit the entire contribution to the Fund on a monthly basis on behalf of all eligible employees who have paid their portion of the monthly premium.

**Section 3. Waiver (Opt-out).** The parties agree that eligible employees cannot waive coverage in exchange for wages or some other type of benefit except as follows:

In the event an eligible employee as described in Section 1 of this Article provides evidence that he/she is covered by a spouse's medical plan and/or dental plan and therefore chooses to voluntarily elect not to participate in the insurance plans described in this Article by signing a form waiving his/her right to participate, the Employer will pay the eligible employee Twelve Hundred Dollars (\$1,200.00) each year. Fifty percent (50%) of the payment will be made on the last pay day of December in each school year and the balance will be paid on the last pay day of the school year. Eligible employees not employed for a full school year or who change eligibility status during the opt-out period, when voluntarily electing this payout option, will receive the payout based on a pro-rated amount.

**Section 4. Election and Enrollment.** The parties agree that an employee may only change his or her enrollment election during the Open Enrollment period of each year of the Agreement or such other times as allowed by applicable federal law. An employee who enrolls

in coverage will automatically be enrolled in the same level of coverage each subsequent enrollment period, unless he or she elects to change their level of coverage during Open Enrollment.

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

Employees who are on a valid Family and Medical Leave of Absence (FMLA), USERRA, or a Temporary Unit Closing ("TUC") leave, shall be deemed to have worked in each week of such leave the greater of (i) 25 hours if hired on or after January 1, 2006; (ii) 20 hours if hired prior to January 1, 2006; or (iii) actual hours worked or paid.

**Section 5. Employer Contributions and Trust Language.**

Employer contributions shall be submitted monthly, together with a report of the employee data required by the Trust Fund, on the format prescribed by the Trust Fund, no later than the twentieth (20<sup>th</sup>) day of the month following the month for which contributions are to be made.

For the benefits provided for in this Article, the Employer and the Union agree to be bound by the Agreement and Declaration of Trust of the Rhode Island Laborers' Fund, Non-construction Plan, or such new, merged or consolidated plan as may be adopted by the Trustees, and they do hereby irrevocably designate as their representative on the Board of Trustees, such Trustees named in said Agreement and Declaration of Trust as Employer and Union Trustees, together with their successors selected as provided therein, and agree to abide and be bound by all procedures established and actions taken by the Trustees pursuant to said Trust Agreement.

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

**Section 6. 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 the cost of the premium on behalf of the employee so long as the employee continues to pay his/her share of the cost of the premium. Employees on Temporary Unit Closing (TUC) leave will be required to make arrangements with the Employer's Benefits Department in June, prior to the end of the school year, as to how they will pay their share of the premium during the summer Temporary Unit Closing (TUC) leave

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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.

**Section 7. Temporary Vacancies.** The parties acknowledge that as a result of the temporary absence of an employee who is eligible for health care benefits under this section, temporary vacancies shall arise from time to time in positions occupied by said employees. In the event the Company fills any such temporary vacancy with an employee who is not otherwise eligible for health care benefits, said employee shall not, by virtue of filling said temporary vacancy, be eligible for health care benefits as long as the permanent occupant of the position receives health care benefits.

## **ARTICLE 16 – UNION BENEFITS**

**Section 1. Laborers' International Union of North America National (Industrial) Pension Fund.** Effective the first day of this Agreement and continuing for the full term thereof, that is **July 1, 2022 through June 30, 2026**, the Employer agrees to contribute to the Laborers' International Union of North America National (Industrial) Pension Fund (the "Pension Fund") for all employees covered by this Agreement in accordance with this Article.

**Beginning on July 1, 2022, and for the term of this Agreement – that is, through June 30, 2026 –** the Employer shall contribute to the Pension Fund the amount of Nineteen Dollars and Twenty Cents (\$19.20) for each day paid to employees covered under the Collective Bargaining Agreement up to forty (40) hours of a week for which an employee covered by this Agreement is paid by the Employer including weeks or portions of weeks of paid holidays, vacation, sick leave, personal leave, or other paid leave and overtime. Contributions shall be due and paid on a monthly basis. Specifically, contributions earned during a calendar month shall be due and paid by the twentieth (20<sup>th</sup>) day of the immediately following calendar month. Unless otherwise agreed by the Pension Fund, contributions shall be paid by check to the "Laborers' National (Industrial) Pension Fund at 905 – 16<sup>th</sup> Street, N.W., Washington, DC 20006 by U.S. Mail or commercial carrier.

**Section 2. Legal Services Fund.** In order to provide each eligible employee covered by this Agreement and their dependents with assistance in defraying the cost of legal counsel, the Company agrees to contribute Five Cents (.05¢) per hour for each straight-time hour for each eligible employee to the "Rhode Island Laborers' Legal Services Fund," established by a Declaration of Trust. Said Fund shall be administered by a Board of Trustees selected and appointed under the provisions of the Trust Agreement. In the event the Trustees of the Fund raise the contribution rate to an amount greater than Five Cents (.05¢) per hour, then any such additional amount greater than Five Cents (.05¢) per hour shall be deducted from employees' wages.

**Section 3.** Said contribution will be paid to the Fund no later than the thirtieth (30<sup>th</sup>) day of each month and shall be based on the preceding month's payroll.

**Section 4.** The Fund shall not be used to provide benefits which defray any expenses for disputes, grievances or legal proceedings between employee-participant, his/her spouse or dependents and the Employer, the Union or any of its members, their agents or any legal entity of which they are a part.

**Section 5.** An employee receiving Workers' Compensation benefits shall be considered to be working his normal and regular work week.

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## **ARTICLE 17 – GROUP LIFE INSURANCE**

All eligible employees after thirty-one (31) work days of employment, will be provided with Fifteen Thousand Dollar (\$15,000.00) term life and AD&D insurance benefits, with all costs borne by the Company.

**Effective September 1, 2022**, all employees who are covered by this Agreement – that is, employees regularly scheduled for fifteen (15) hours or more per week who have completed thirty-one (31) work days of employment – but who are not eligible to participate in the Rhode Island Laborers Benefit Fund, and those employees who are eligible to participate in the Rhode Island Laborers Benefit Fund but who decline coverage, shall, effective the first of the month following sixty (60) calendar days of employment, be provided with Fifteen Thousand Dollar (\$15,000.00) in Term Life Insurance and Fifteen Thousand Dollar (\$15,000.00) in Accidental Death and Dismemberment (AD&D) insurance benefits, with all costs borne by the Company. Employees receiving this benefit shall be subject to all of the terms and conditions of the Term Life Insurance and Accidental Death and Dismemberment policies.

## **ARTICLE 18 – DISCIPLINE**

**Section 1.** A meeting between an employee and the Company, during which the principal topic of discussion is discipline or potential discipline, will entitle the employee to be informed of his right to have a Union representative present. If the employee requests the presence of a Union representative, the Company will honor that request.

Disciplinary action may be imposed upon an employee only for just cause. Any disciplinary action imposed upon an employee may be processed as a grievance through the regular grievance procedure as outlined below.

If the Company has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. Initial minor infractions, irregularities or deficiencies shall be privately brought to the attention of the employee and shall be considered counseling. A written or oral reprimand shall be made and placed in the employee's personnel file with a copy to the employee.

After a period of one (1) year, providing no further infraction of the same type is committed by the involved employee, oral and written reprimands shall expire, and they will not be used thereafter for purposes of any future disciplinary actions.

Where appropriate, disciplinary action or measure shall include only the following disciplinary measures:

- 1) Oral Reprimand
- 2) Written Reprimand
- 3) Suspension
- 4) Discharge

**Section 2.** It is agreed that the Company may dismiss, demote or suspend an employee for just cause. The Company will notify the Union office of disciplinary action taken concerning suspension or discharge.

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**Section 3.** An employee against whom a disciplinary action which results in a termination that has been taken may appeal the decision and proceed immediately to the grievance procedure.

## **ARTICLE 19 – GRIEVANCE PROCEDURE**

**Section 1.** A grievance is hereby defined as a claimed misinterpretation or misapplication of a specific section of this contract to an individual employee or the Union . A grievance must be in writing and must set forth the specific section(s) of the contract alleged to have been misinterpreted or misapplied. The purpose of the grievance procedure shall be to resolve, at the lowest possible administrative level, issues which may arise from time to time with respect to the provisions of this Agreement.

### **Section 2. Procedure.**

#### **Step One**

Within five (5) school days of the occurrence, ten (10) days if the occurrence is payroll related, which gives rise to the grievance the aggrieved employee(s) and/or the Union Steward must present a written statement of the grievance to the Operations Manager or his/her designee. The matter shall be discussed and a decision given to the grievant(s) and Union Steward within five (5) days of receipt of the grievance.

#### **Step Two**

If the grievance is not resolved at Step One, the written grievance shall be forwarded to the General Manager or his/her designee within ten (10) school days of receipt of the decision at Step One. The grievance shall be considered by the General Manager or his/her designee, who shall render a decision on the grievance within ten (10) school days of its receipt and who shall return a written reply to the employee(s), Union Steward and Union Office within such time.

#### **Step Three**

If the grievance is not resolved at Step Two, the written grievance shall be forwarded to the District Manager or his/her designee within ten (10) school days of receipt to the decision at Step Two. Within ten (10) school days, the District Manager or his/her designee shall review the grievance and respond in writing to the grievant(s), Union Steward and the Union Office.

**Section 3.** Any grievance not taken to a higher step in the grievance procedure in accordance with the above time limitations shall be deemed settled on the basis of the last decision rendered by the Company's representative and shall not be subject to further processing. However, any of the above time limits, except for the initial filing period, may, in particular circumstances, be reduced to writing and signed by both parties.

## **ARTICLE 20 – ARBITRATION**

**Section 1.** If a grievance is not settled under Article 19, such grievance shall, at the request of the Union or the Company, be referred to the American Arbitration Association in accordance with its rules then in effect.

**Section 2.** The decision of the arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties.

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**Section 3.** Only grievances arising out of the provisions of this contract relating to the application or interpretation thereof may be submitted to arbitration.

**Section 4.** The parties agree to apply the decision of the arbitrator to all substantially similar situations.

**Section 5.** All submission in arbitration must be made within thirty (30) **calendar** days after the grievance procedure decision.

## **ARTICLE 21 – HOLIDAYS**

**Section 1.** All bargaining unit employees are eligible for holiday pay on a pro-rate hourly basis. The following shall constitute the official holidays:

Martin Luther King, Jr. Day  
Good Friday  
Memorial Day  
Juneteenth (**effective 6/19/2023**)  
Labor Day

Columbus Day  
Election Day (Presidential Election Only)  
Veterans' Day  
Thanksgiving Day  
Day after Thanksgiving

All eligible employees must work the day before and the day after the holiday to be eligible for holiday pay or be on a sick, bereavement or personal leave day.

**Section 2.** Each employee shall be entitled to time off at his regular rate of pay for the holidays specified above when such holidays fall on his/her regularly scheduled work day, and he/she shall be credited with the number of hours in his/her official work schedule for the day.

## **ARTICLE 22 – BULLETIN BOARDS**

The Company agrees to provide reasonable bulletin board space for exclusive use by the Union where notices may be posted. All notices shall be on Union stationary, signed by an official of the Union and shall only be used to notify employees of matters pertaining to Union affairs. The notice may remain posted for a reasonable period of time. No material shall be posted which is inflammatory, profane or obscene or defamatory against any person, organization or faction thereof.

## **ARTICLE 23 – UNION COMMITTEE**

**Section 1.** One Union steward or officer shall be granted time with pay during working hours to investigate and to settle grievances.

**Section 2.** No Union steward or committee member or representative shall be discriminated against as a result of the performance of legitimate union business.

**Section 3.** The Union shall furnish the Company with a written list of its officers and stewards to a maximum amount of six (6) stewards immediately after their designation and shall promptly notify the Company of any change in such officers and stewards.

**Section 4.** A Union staff representative shall be provided access to all bargaining unit work sites for the purposes of investigating and resolving grievances and discussing unit business with prior notice to the General Manager. Said representative shall not disrupt the work area.

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## **ARTICLE 24 – NO STRIKES OR LOCKOUTS/ CHANGES OR AMENDMENTS**

**Section 1.** The Union and its members will not cause, call or sanction any strike, work stoppage or slowdown nor will the Company lockout its employees during the term of this Agreement.

**Section 2.** It is agreed that all provisions of this Agreement are binding on each of the parties covered by this Contract.

**Section 3.** It is hereby agreed that this Agreement contains the complete Agreement between the parties and no additions, waivers, deletions, changes or amendment shall be made during the life of this Agreement, except by mutual consent, in writing, of the parties hereto.

## **ARTICLE 25 – HEALTH AND SAFETY**

**Section 1.** The Company shall make every reasonable effort to provide and maintain safe working conditions relating to the safety and health of employees.

**Section 2.** A Laborers'/Sodexo safety committee shall be appointed, composed of two (2) representatives selected by the Union and two (2) representatives selected by the Company.

**Section 3.** Both the Company and the Union shall cooperate in the enforcement of safety rules and regulations and shall promote sound safety practices and rules for the protection of employees and the public.

## **ARTICLE 26 – SEVERABILITY**

In the event that any article, section or portion of this Agreement, or any arbitrator's decision rendered under the terms of the Agreement is found to be invalid by a decision of a tribunal of competent jurisdiction, or is unreasonably inconsistent with a national policy of wage and price controls, then such specific arbitrator's decision, article, section or portion specified in such tribunal decision, or so in conflict, or having such effect, shall be of no force and effect; but the remainder of this Agreement shall continue in full force and effect. In such an event, either party shall have the right immediately to reopen negotiations solely with respect to a substitute for each article, section or portion.

## **ARTICLE 27 – MISCELLANEOUS**

**Section 1. Non-Performance of Bargaining Unit Work.** Work normally performed within the established bargaining unit shall not be performed by any employee or any other party outside said bargaining unit, except for substitutes, or in cases of management training or in cases of emergencies where bargaining unit employees have not reported to work or if there is a change in procedure or methods.

**Section 2. Uniforms.**

- a) Each regularly scheduled full-time bargaining unit employee shall be provided by the Company with five (5) uniforms at the end of the employee's evaluation period. Thereafter, the Company shall replace uniform parts on an as needed basis.

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- b) The Company shall provide or pay for any and all required equipment necessary to perform job duties.
- c) The Company shall provide or pay for weather appropriate jackets and steel toe work boots for Drivers and Utility Workers.
- d) The Company shall provide five (5) aprons.

**Section 3. Union Hiring Hall.** The Company will contact the Union when job vacancies occur for the purpose of seeking qualified candidates for open positions. The Company will also use other sources for hiring purposes.

**Section 4. Successors/Assigns/Transfer of Business.** This Agreement shall be binding upon the Company named herein and its successors and assigns and no provisions herein contained shall be nullified or affected in any manner as a result of any consolidation, sale, transfer, assignment, joint venture or any combination or other disposition of Sodexo Services, Inc.

**Section 5. Mileage.** Each employee who uses his/her personal automobile to travel from job location to job location as part of his/her assigned duties shall be reimbursed in the amount as established by the General Services Administration.

**Section 6. Food Safety Certification.** All employees in the Cook, Assistant Cook and Satellite Lead classifications must attain food safety certification. Certification is attained by the successful completion of an approved company training program and the Serv-Safe exam. In compliance with state law, said program shall consist of at least a sixteen (16) hour course.

The Serv-Safe exam may only be taken by an employee after the completion of the approved company training program, unless an employee is retaking the exam after first failing to pass.

Employees may take the exam up to three (3) times after having successfully completed the approved company training program. All re-takes must be made within six (6) months of successful completion of the course. If an employee does not pass the certification exam after three (3) attempts, he must again successfully complete the approved company training program before being eligible to re-take the exam.

All employees in the Cook, Assistant Cook and Satellite Lead classifications must be re-certified every three (3) years by the successful completion of an eight (8) hour approved company training program and Serv-Safe exam.

All initial and regular renewal fees for course materials as well as the cost of the exam will be borne by the Company. The cost of exam re-takes will be borne by the employee.

The Company will conduct a sufficient amount of classes and exams such that those employees desiring to be certified and/or re-certified will have ample opportunity to attain certification and/or re-certification.

The Company reserves the right to remove from his position any employee who fails to achieve and maintain the necessary certification for the position.

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**Section 7. Wages.** Wages shall be paid weekly by check, direct deposit or electronic money card, as determined by the Employer, subject to applicable law.

**Section 8.** Relatives as defined in Article 14 – that is, mother, father, husband, wife, son, daughter, sister, brother, step-child, grandparent or another relative residing in the employee's household – will not be permitted to be regularly scheduled to work together in the same Kitchen, except in the case of an emergency.

**Section 9. Lead Meetings.** Employees classified as "Cook" and "Lead" employees or who have positions equivalent to a "Cook" and "Lead" position, will be required to attend the monthly Lead meetings. Employees will be paid for attendance at these meetings which will typically be no more than one (1) hour.

## **ARTICLE 28 – TERMINATION OF AGREEMENT**

**Section 1.** This Agreement shall be effective as of **July 1, 2022** and shall remain in full force and effect through **June 30, 2026**. This Agreement shall be automatically renewed from year to year after the 30<sup>th</sup> day of **June 2026** unless either party shall notify the other in writing ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the termination date.

**Section 2.** This Agreement shall remain in full force and be effective beyond the expiration date during any period of negotiations until notice of termination of this Agreement. In the event that either party desires to terminate this agreement after the expiration date of the Agreement, written notice must be given to the other party not less than ten (10) days prior to the termination date.

### **ON BEHALF OF THE EMPLOYER**

SDH Education East, LLC  
Sodexo School Services at  
Providence (RI) School District

DocuSigned by:

*Harold J. Taegel*

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Harold J. Taegel  
Senior Director, Labor Relations

Joe Smith  
Vice President, Operations

7/25/2024

Date: \_\_\_\_\_

### **ON BEHALF OF THE UNION:**

The Rhode Island Laborers District Council  
on behalf of Local Union 226 of the  
Laborers' International Union of North America

*Arthur J. Jordan*  
Arthur J. Jordan  
Business Manager  
on behalf of RI Laborers' District Council

*Joseph Conti*  
Joseph Conti  
Business Manager  
On behalf of Local 226

Date: 7-26-24

## SCHEDULE "A" – CLASSIFICATIONS AND WAGES

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

<b><u>Classifications</u></b>	<b><u>+\$0.50 Effective 09-01-22</u></b>	<b><u>+\$0.75 Effective 09-01-23</u></b>	<b><u>+\$0.75 Effective 09-01-24</u></b>	<b><u>+\$0.75 Effective 09/01/25</u></b>
Cook	\$19.64	\$20.39	\$21.14	\$21.89
Assistant Cook	\$17.54	\$18.29	\$19.04	\$19.79
Accountability	\$15.89	\$16.64	\$17.39	\$18.14
Driver	\$19.64	\$20.39	\$21.14	\$21.89
Utility Worker	\$17.54	\$18.29	\$19.04	\$19.79
Food Service Worker	\$14.90	\$15.65	\$16.40	\$17.15
Satellite Lead	\$17.54	\$18.29	\$19.04	\$19.79

**Section 2. Red-circled employees.** Employees who are paid an hourly rate of pay that is above the rate of pay for their classification are referred to as "red-circled employees", and will receive general wage increases as follows:

Effective September 1, 2022	\$0.50 per hour
Effective September 1, 2023	\$0.75 per hour
Effective September 1, 2024	\$0.75 per hour
Effective September 1, 2025	\$0.75 per hour

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**EXHIBIT A**

**RHODE ISLAND LABORERS' POLITICAL ACTION COMMITTEE DEDUCTION**

I authorize the Employer to deduct the sum of two cents (\$.02) per hour for each hour worked as a voluntary contribution to the Rhode Island Laborers' Political Action Committee (RILPAC), which I understand constitutes a separate aggregate fund used for the purposes allowed under the provisions of the Rhode Island Law.

Such deductions shall be made from my earned pay on each regularly scheduled pay day and shall be remitted to the designated depository (RILPAC, 410 South Main Street, Providence, RI 02903) at the same time as employer contributions are remitted to Union Benefit Funds.

The authorization shall become operative upon the date of each collective bargaining agreement entered into between my employer and the Union or on the date in which my Union transmits this Authorization Form, whichever is later and shall be irrevocable for a period of one (1) year, or until termination of the collective bargaining agreement in existence between my employer and the Union, whichever occurs sooner; and I agree and direct that this authorization shall be automatically renewed and shall be irrevocable for successive periods of one (1) year each, or for such employer and the Union, whichever shall be shorter, unless written notice is given by me to my Employer and the Local Union not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective bargaining agreement between my employer and the Union, whichever occurs sooner. For the effective period of this checkoff authorization and assignment, I hereby waive any right I may have to resign my Union membership. Furthermore, this checkoff authorization shall continue in accordance with the above renewal and revocation provisions irrespective of my membership in the Union. Notwithstanding the foregoing, the two (\$.02) cents per hour authorization for contribution to the RILPAC is subject to revocation at any time.

The above revocation must be in writing, bear the date and my signature, and be delivered to the officers of the Local Union of which I am a member and to the Employer with whom I am then currently employed.

Dues, contributions or gifts to the Local Union are not deductible as charitable contributions for federal income tax purposes. Dues paid to the Local Union, however, may qualify as business expenses, and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Services.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/Town

\_\_\_\_\_  
State/Zip Code

\_\_\_\_\_  
Date

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