

AGREEMENT
BETWEEN
SODEXHO EDUCATIONAL SERVICES, INC.
AT
BRYANT UNIVERSITY
SMITHFIELD, RHODE ISLAND
AND
UNITED SERVICE AND ALLIED WORKERS OF
RHODE ISLAND
PROVIDENCE, RHODE ISLAND

Effective Date: November 2, 2004

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TABLE OF CONTENTS

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
29	ARBITRATION	35-6
7	CHECK-OFF	8-9
2	COMPANY RULES & REGULATIONS	4
3	DISCHARGE AND DISCIPLINE	4-5
4	EMPLOYEE DEFINITIONS	5
13	EMPLOYMENT, TRANSFER, PROMOTION	13-16
15	EQUAL EMPLOYMENT OPPORTUNITY	17
23	FUNERAL LEAVE	27
28	GRIEVANCE PROCEDURE	31-35
21	GROUP INSURANCE	24-26
14	HEALTH AND SAFETY	16-17
19	HOLIDAYS	20-22
26	JURY DUTY	28
1	MANAGEMENT RIGHTS	4
25	MEALS AND REST PERIODS	27-28
9	NO STRIKE – NO LOCKOUT	10
30	NOTICE OF INTENTION TO LEAVE	36
17	OVERTIME	18-19
22	RETIREMENT PLAN	26
11	SENIORITY	11-13
20	SICK LEAVE	22-24
10	SUBCONTRACTING	10
12	SUMMER EMPLOYMENT	13
32	TERM OF AGREEMENT	37
24	UNIFORMS	27
8	UNION INFORMATION	9-10
6	UNION MEMBERSHIP	7-8
5	UNION RECOGNITION	5-6
27	UNPAID LEAVES	28-31
18	VACATIONS	19-20
16	WAGES	17-18, 39
31	WORK BY SUPERVISORS	36-37
	APPENDIX A	39
	MEMORANDA OF AGREEMENT	41-45

AGREEMENT

THIS AGREEMENT is made and entered into on the date set forth below, by and between **Sodexo Campus Services, Inc.** a Maryland Corporation, managing the the food service operations for Bryant University, Smithfield, Rhode Island, hereinafter referred to as the “EMPLOYER,” its successors or assigns, and the **United Service and Allied Workers of Rhode Island**, hereinafter referred to as the ”UNION”.

WITNESSETH

WHEREAS, it is the purpose of this agreement to promote good relations between the Employer and the Union and the employees represented by the Union, and to make clear the basic provisions upon which such relations depend; and

WHEREAS it is the intent of both Employer and the Union to work together to provide and maintain mutually satisfactory terms and conditions of employment and to prevent as well as adjust misunderstandings or grievances relating to employment; and

WHEREAS, both the Employer and the Union believe in and accept collective bargaining as a means of carrying out the purpose and intent of the Agreement;

NOW, THEREFORE, in consideration of the premises and of their mutual assent hereto as the terms and provisions of the contract between them, the Employer and the Union agree as follows:

ARTICLE 1 – MANAGEMENT RIGHTS

SECTION 1 It is agreed by and between the parties that the Employer has and retains the rights and prerogatives of management which are not expressly surrendered or limited by this Agreement and that the management of the plant and the Employer's business and its operations and the direction of its working forces and vested exclusively in the Employer. None of these rights will be exercised in an unreasonable manner.

ARTICLE 2 – COMPANY RULES AND REGULATIONS

SECTION 1 The Union recognizes the right of the Employer to make such reasonable rules and regulations, not in conflict with this Agreement, as it may from time to time deem best for the purposes of maintaining order, safety and or/ effective operation of its business, and after advance notice thereof to the Union and the employees, to require compliance therewith by employees.

ARTICLE 3- DISCHARGE AND DISCIPLINE

SECTION 1 The Employer has the exclusive right to maintain discipline including the right to discharge or suspend any employee for just cause. The Union acknowledges that the maintenance of discipline is the sole prerogative of The Employer in the interest of efficiency and economy in the operation of the business.

SECTION 2 In the event an employee believes the Employer's action in discharge or disciplinary cases is arbitrary or discriminatory, the employee or the

Union may file a grievance in accordance with the provisions of the grievance and arbitration clause of this agreement.

SECTION 3 The Employer will use progressive discipline except in cases which warrant immediate suspension or discharge.

SECTION 4 Warnings shall be considered current and in effect for one (1) year provided the employee receives no other warnings within the year.

SECTION 5 Copies of all warnings shall be given to the employee and stewards.

SECTION 6 The statute of limitations for discipline will be within the employee's seven scheduled working days of the infraction.

ARTICLE 4 – EMPLOYEE DEFINITIONS

SECTION 1 Full time employee – an employee who is regularly scheduled to work thirty (30) hours a week or more.

SECTION 2 Part time employee – an employee who is regularly scheduled to work less than thirty (30) hours a week and twenty (20) hours or more a week.

ARTICLE 5 – UNION RECOGNITION

SECTION 1 The employer recognizes the Union as the sole and exclusive collective bargaining agency for employees covered by the certification who are engaged in the Employer's food service operations located at Bryant University

campus, who are employed by the Employer in the job classifications set forth in Appendix A of this agreement, exclusive of office clerical employees, professional employees, guards and watchmen, students, and all supervisors as defined in the National Labor Relations Act, certification and representation case number 1 –RC-21813 for the purpose of all bargaining with respect to wages, hours and working conditions.

SECTION 2 The Employer agrees that the Union may appoint four (4) stewards for the food service operation at the Bryant University campus. One of these four (4) stewards may be designated by the Union as Chief Steward. The Employer shall be notified in writing of these assignments and any changes therein. Subject to prior arrangements with the immediate supervisors of the steward and the employee involved, a steward may confer during working hours for a reasonable time with an employee covered by the Agreement in connection with the investigation and processing of grievances without loss of pay to either. Subject to prior arrangements with his or her supervisor, the Chief Steward shall be allowed without loss of pay, up to a maximum of two (2) hours of regular working time per month, to confer with Union members on Union business during working hours. The Chief Steward and a steward in the other building will be given a copy of written material that the Food Service Director deems appropriate.

ARTICLE 6 – UNION MEMBERSHIP

SECTION 1 All present employees covered by this Agreement who are members of the Union in good standing on the date of execution of this Agreement and all others employees covered by this Agreement who during the term of this Agreement become members of the Union in good standing shall, as a condition of continued employment, retain their membership in the Union in good standing during the term of this Agreement. The obligation to maintain good standing in the Union as defined as the duty to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining membership in the Union.

SECTION 2 All present employees covered by this Agreement who are not members of the Union, and all new employees covered by this Agreement and hired after the date of execution of this Agreement shall as a condition of continued employment become members of the Union in good standing on or after the thirtieth (30th) day following the beginning of such employment or on or after the thirtieth (30th) day following the execution of this Agreement, whichever is later, and shall thereafter maintain their membership in the Union in good standing during the term of this Agreement. The obligation to become a member of the Union in good standing and to maintain good standing in the Union is defined as the duty to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining membership in the Union.

SECTION 3 The Union will accept as members all present and

future employees who are covered by this Agreement on the same terms and conditions generally applicable to other members. Whenever the Union shall charge that any employee covered by this Agreement who has become a member of the Union in good standing has failed to remain a member of the Union in good standing during the term of this Agreement as required by this Section or that any employee covered by this Agreement has failed to become and remain a member of the Union in good standing during the term of this Agreement as required by this Section and shall request the discharge of such employee, the Employer and the employee shall be so notified by the Union in writing and the Employer shall have thirty (30) calendar days following receipt of such notice within which to discharge such employee. If during such thirty (30) day period the employee shall pay or tender his or her initiation fees and/or delinquent dues as the case may be, the Employer shall not be required to discharge such employee.

SECTION 4 The Union shall indemnify and save the Employer harmless against any and all claims, demands and other forms of liability that may arise out of any action taken by the Employer in fulfilling the term of this Section.

ARTICLE 7 – CHECK OFF

SECTION 1 Upon the receipt of a valid assignment in writing, in a form approved by the Employer, executed by an employee assigning a portion of his wages to the Union for payment of dues, the Employer shall cooperate with the Union in the collection of its dues by recognizing such assignment and by

deducting from the wages paid each employee who makes such assignment, on the Employer's first regular payday in each calendar month, the amount assigned. said deduction shall begin on the first regular Employer payday in the calendar month which starts ten (10) or more days after receipt by the Employer of said assignment and shall continue thereafter so long as specified in the assignment or until receipt of instructions from the assignor to the contrary. If a dues deduction is scheduled to be made during a pay period an employee is on paid vacation, the dues shall be deducted from his or her vacation pay. No such assignment shall obligate the Employer to pay an employee's Union dues for any period for which the employee receives no pay. All sums so assigned shall be paid by the Employer to the Union by the following month in which it was deducted.

SECTION 2 The Financial Secretary of the Union shall certify to the Employer on an annual basis, or whenever there is a change of Union dues, the current Union dues.

SECTION 3 The Union shall indemnify and hold the Employer harmless from any and all claims, grievances, arbitrations, awards, suits or other proceedings arising out of or by reason of any action taken by the Employer for the purpose of complying with the provisions of this Section.

ARTICLE 8 – UNION INFORMATION

SECTION 1 The Employer agrees to furnish the Union each month the

names of newly hired employees, their addresses, social security numbers, classification of work, their date of hire, names of terminated employees and name of employees on leave of absence. The Employer will also furnish permanent schedule changes during the regular school year including student hours. Meal counts will be furnished on a monthly basis.

ARTICLE 9 – NO STRIKE – NO LOCKOUT

SECTION 1 The Employer agrees that there will be no lockout of employees during the term of this Agreement. The Union agrees that there will be no strike, work stoppage, slowdown, picketing, refusal to cross a picket line, or other interference with Employer's operations by the Union, its representatives or members during the term of this Agreement.

SECTION 2 The Employer shall have the right to discharge any employee who participates in a violation of this Article.

SECTION 3 It shall not be a violation of this Agreement for an employee to refuse to cross a primary picket line sanctioned by the United Service and Allied Workers of the Local Union involved in the strike action.

ARTICLE 10 – SUBCONTRACTING

SECTION 1 The Employer shall have the right to subcontract. However, the Employer shall notify the Union and provide the Union with an opportunity to discuss any subcontract of a major operation on a permanent basis.

ARTICLE 11 – SENIORITY

SECTION 1 A seniority listing will be maintained by the Employer listing all employees covered by this Agreement and upon request, but not more often than once a year, the Union may obtain a copy thereof.

SECTION 2 If it is necessary to have a reduction of the work force, the principle of seniority shall govern. In recalling from layoff, the last person laid off shall be the first recalled to that classification. Seniority shall be defined as the total length of service in the food service department at Bryant University. In the event of a layoff of a permanent nature, employees laid off from their classification shall have the right to replace a junior employee provided they previously held that classification during their current period of continuous service. If an employee cannot replace a junior employee in a previously held classification then the employee may replace a junior employee in an equal paying or lower paying classification (using the employee's rate of pay) provided the employee is qualified to do the job. Layoff of a permanent nature shall be defined as any layoff which exceeds the layoff period normally occurring due to the academic schedule.

SECTION 3 In the event a regular full time employee resigns from a position covered by this Agreement and thereafter indicates within thirty (30) days from leaving that position, a desire to return to the same position or any other position covered by this Agreement, the Employer shall reinstate that employee's

seniority earned prior to resignation if it should decide to rehire that employee.

SECTION 4 There shall be a sixty (60) day probationary period for all employees covered by this Agreement. Prior to the completion of sixty (60) days of employment, any employee may be terminated at any time without reference to the seniority provisions or grievance procedures set forth in this Agreement. A sixty (60) day extension of the probationary period shall be granted by mutual written agreement between the Employer and the Union.

Upon the satisfactory completion of sixty (60) days service, the employee will be advised as to his or her job classification and the rate of pay under this Agreement, and his or her seniority under this Agreement shall date from the employee's first day of work.

Thereafter, the employee's performance shall be reviewed on an annual basis by the employee's supervisor who shall discuss the review with the employee and show the employee his / her performance review sheet. The employee shall be given a copy of the review. The annual review will be subject to the grievance procedure.

SECTION 5 An employee's seniority will be terminated by the following:

- (1) Resignation
- (2) Discharge
- (3) Permanent layoff of twelve (12) consecutive months
- (4) Absence due to illness of twelve (12) consecutive months
- (5) Failure to return from an authorized leave of absence for three

working days without bona fide excuse.

- (6) Failure to return to work from layoff within seven (7) calendar days from the time notified
- (7) Retirement

ARTICLE 12 – SUMMER EMPLOYMENT

SECTION 1 Prior to the end of the Spring Semester (one (1) month in advance) the Employer will post on the bulletin board in the Food Service area, a list of summer job opportunities that it is aware of. The Employer will post specific hours and classifications that are known at the time of posting. Senior employees will be given the opportunity of exercising their seniority as to their choice of working or not working in the available summer jobs. The Employer reserves the right to staff the required summer jobs in the order of reverse seniority, if necessary. The Employer will continue to pay health and life insurance premiums for employees who are laid off for the summer months. The Employer will give five (5) days notice of any final changes or additions to the work opportunities. The Employer will post each Friday for the following week the hours, days and classification of work available.

ARTICLE 13 – EMPLOYMENT, TRANSFER, PROMOTION

SECTION 1 Qualified present employees shall be given preference over applicants for work when jobs are available and particularly for jobs offering

advancement. Whenever it is necessary for the Employer temporarily to transfer an employee to another job covered by the Agreement, the employee shall receive his or her regular rate of pay or the rate of pay for the job, whichever is higher. Employees permanently transferred shall be entitled only to the rate of pay for the job to which they are transferred. Holiday pay and sick pay will be paid at the higher rate for temporary transfers of seven (7) days or more.

SECTION 2 In addition to the foregoing, it is agreed that a referral plan for Promotion and permanent transfers shall be maintained for consideration by the Employer in the event a vacancy occurs that can be filled by promotion or permanent transfer. The Employer, however, may fill all such vacancies at its discretion irrespective of said referral plan. Referral cards for employees seeking promotions or permanent transfers will be made available through the Union Stewards. For the purpose of this Agreement, a “promotion” shall be defined as the advancement by an employee within the bargaining unit to a higher paying job classification covered by this Agreement and a “transfer” shall be defined as the move by an employee within the bargaining unit to a job classification covered by this Agreement which is in the same or lower pay scale as the employee’s present position.

SECTION 3 All bargaining unit job vacancies which result from new construction, termination, retirement or death will be posted on the Employer’s bulletin board for a period of five (5) days (fourteen (14) days during June and July for vacancies to be filled for the fall semester). The postings will list

positions, salary, hours and qualifications. Employees interested in applying for such posted job or jobs shall express their interest in writing to the Director's Office, stating their qualifications for the posted job or jobs.

Except in cases of emergency or after consultation with the business agent or chief steward of the Union, no person shall be hired for a posted job until the expiration of the posting period. The Director's Office shall thereafter schedule any necessary interviews and shall inform the employees of their acceptance or rejection for the posted job or jobs. The determination as to whether an employee is qualified to fill a vacancy shall rest with the Employer. Seniority shall govern among qualified applicants for the position.

Temporary positions expected to last at least six (6) weeks or in fact last six (6) weeks will be included in the above posting procedure. However, the Employer will only be obligated to post the temporary opening and any subsequent vacancies created by the bid will be assigned by the Employer. The employee filling the temporary position will be permitted to return to the employee's original position once the temporary opening is permanently filled.

SECTION 4 If a unit employee is promoted or transferred, that employee shall serve a thirty (30) day probationary period on the new job. If the promoted or transferred employee is removed from the new job during the probationary period, the employee shall be returned to this or her former job, or to an available equivalent one without loss of seniority benefits.

SECTION 5 An employee promoted to a position covered by this Agreement may elect to return to the position from which he/she was promoted provided the request to return is made with twenty (20) working days of his/her promotion.

ARTICLE 14 – HEALTH AND SAFETY

SECTION 1 The Employer shall continue, as heretofore, to comply with legal regulations, whether heretofore or hereafter made, governing safety of working conditions, and will otherwise provide so far as possible for protection of the health and safety of employees. The Union agrees that the employees shall, as a condition of employment, observe reasonable safety rules. Specifically, employees shall immediately report to their supervisor, or his or her designated representative any accident or injury and shall comply with rules requiring medical examination or treatment. Notification of any accident or injury to an employee shall be given to the joint Labor Management Safety Committee within thirty (30) days of occurrence. Employees shall be free to consult their own physicians without cost to the Employer, but in any case of accident or injury the Employer shall in no way be obligated to accept the opinion of physicians not retained by the Employer. The Union may appoint two (2) employees covered by this Agreement to the Joint Safety Committee. The Employer and the Union will cooperate in maintaining and making effective safety and good housekeeping rules that will eliminate hazards and make the kitchen a safe and sanitary place to work.

The Safety Committee will meet once a month and a copy of the minutes of all meetings will be furnished to the Union.

SECTION 2 If the University is closed because of stormy weather, employees sent home shall be entitled to four (4) hours pay for reporting to work. Time lost due to stormy weather may be charged to accrued vacation time but not to sick time.

SECTION 3 Management will provide each employee with a minimum of one pair of safety shoes per year. Management may replace shoes as needed. The method and source of supply will be discussed in the Safety Committee.

ARTICLE 15 - EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1 The Employer and the Union agree there will be no discrimination against any employee or applicant for employment because of race, religion, color, national origin, age, sex, sexual preference or political affiliation. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay and other forms of compensation and selection for training, including apprenticeship.

ARTICLE 16 - WAGES

SECTION 1 Attached hereto and marked Appendix A is a schedule showing the wage rates and the various classifications established for the purpose of setting forth the wages to be paid to employees during the term of this

Agreement.

SECTION 2 It is understood that the above rates are minimum and the Employer may pay higher rates at its discretion in individual cases.

SECTION 3 The Company agrees to correct all pay errors within 48 hours by wiring the money when there is an error which amounts to at least one shift for that individual. All other errors will be corrected in the following paycheck.

ARTICLE 17 – OVERTIME

SECTION 1 Time and one half (1 ½) the employee's regular straight time hourly rate shall be paid for all hours worked in excess of forty (40) hours in a week or in excess of eight (8) hours in a day. There shall be no pyramiding of overtime premiums.

SECTION 2 For the purposes of this section, it is understood that the regular straight-time hourly rate of pay used for the purpose of computing overtime or shift differential shall never itself be increased by including in it any overtime, shift differential, or any other premium pay.

SECTION 3 Holidays, vacations and bereavement time will be counted as time worked for the purpose of computing overtime. The Employer will post schedules for holidays and summer periods, at least one (1) week in advance.

SECTION 4 Overtime will be assigned by seniority preference within classification. All overtime work must be authorized and scheduled by the Employer.

SECTION 5 The Company agrees to continue the status quo regarding the practice of providing a list of mandatory functions.

ARTICLE 18 - VACATIONS

SECTION 1 Regular full time employees shall earn paid vacation benefits based on the following schedule:

<u>Seniority</u>	<u>Vacation Earned</u>
Completion of one (1) academic year (September – May)	1 week
1 year, but less than 5 years	2 weeks
5 years, but less than 15 years	3 weeks
15 years or more	4 weeks

Effective 11/2/06, the vacation provision will be modified to four (4) weeks vacation after twelve (12) years of service.

SECTION 2 For each month worked (at least six (6) full days), employees will earn one-ninth (1/9) of the appropriate schedule above. Employees who are scheduled to work twelve (12) months shall receive their full vacation entitlement as of May.

SECTION 3 All vacations shall be taken as scheduled by the Employer, but employees shall be given preference on the basis of seniority in the choice of vacation periods. Vacation can be taken during the school year by employees who are scheduled to work all year round with the understanding that management will

schedule vacation pursuant to business need and seniority, provided that the employee previously worked the prior calendar year at the time the request is made a minimum of 1500 hours. If vacations are not taken employees will be entitled to vacation pay in December and/or May prior to layoff. Vacation requests for the summer months will be submitted in writing one (1) week prior to Commencement and the Employer will respond by Commencement Day. Such requests will be considered on the basis of seniority prior to requiring employees to work.

SECTION 4 Regular part-time employees shall be entitled to the above benefit on a pro-rata basis based on number of hours worked.

SECTION 5 In those cases where an Employer paid holiday falls during an employee's vacation, the employee shall receive an extra day's pay.

ARTICLE 19 - HOLIDAYS

SECTION 1 The following days shall be recognized as holidays:

New Year's Day	Washington's Birthday
Easter Day	Memorial Day
Independence Day**	Labor Day*
Columbus Day	Veteran's Day
Thanksgiving Day	Christmas Day
Two (2) Personal Days***	

*Employees who have completed the prior academic year and who work

the first scheduled day after Labor Day will receive holiday pay for that day.

Also, employees who are given two (2) weeks notice that they are scheduled to work prior to or on Labor Day will receive holiday pay for Labor Day provided they work the first scheduled day before and after Labor Day.

**All employees who work eight (8) days during the month of July will receive Independence Day as a paid holiday.

***New employees hired on or after November 3, 1986, will be eligible for Personal Days following one (1) year of employment.

All eligible employees shall receive the paid “personal” holidays each calendar year. These personal days may be taken in increments of one-half (1/2) days. Employees shall notify appropriate management at least two (2) weeks in advance of the date on which they wish to utilize these holidays. If personal days are not used they may be added to an employee’s vacation pay. All regular full time employees shall be paid at their regular straight time hourly rate for their regularly scheduled daily hours at the time of the holiday. Personal days may be used without advance notice in emergencies, defined as death, unforeseen accidents or serious emergencies (such as fires).

SECTION 2 To be eligible for holiday pay on a scheduled holiday not worked, an employee must work both the last scheduled shift preceding and the first scheduled shift following the holiday, unless an absence on one of such days is excused by the Employer. Employees who are laid off for the summer vacation

period will not be eligible for holiday pay for any holidays which occur during that period. (Memorial Day will be included as a paid holiday, even though the operation is normally closed or reduced during the summer months.)

SECTION 3 A holiday occurring on a Sunday will be observed on the following Monday.

SECTION 4 For all work performed on a listed holiday, an eligible employee shall be paid at one and one-half (1 ½) times his/her hourly rate for all hours worked on the holiday in addition to his/her holiday pay. If an employee agrees to work on a holiday and fails to report for work, the employee shall forfeit his/her holiday pay for that holiday.

SECTION 5 Regular part time employees shall be entitled to the above benefit on a pro rata basis based on number of hours worked.

SECTION 6 A day of holiday pay will be the average number of hours worked per day (weekly hours / 5) times an employee's regular hourly rate. However, if an employee works on a holiday more than the average number of hours, the employee will be paid holiday pay based on hours actually worked.

ARTICLE 20 – SICK LEAVE

SECTION 1 Full time employees may accrue up to twelve (12) days per each year. This is accumulated at the rate of one (1) day's sick leave with pay for each month worked (at least six (6) full days except for the month of August which shall be five (5) full days). New employees will accrue sick leave at the

rate of one-half (1/2) day per month during the first two (2) years of employment. Sick leave may be used by employees to attend to sick family members. Family members will be as defined by the family and medical leave act.

SECTION 2 An employee, in order to be entitled to be paid sick leave, must, whenever practicable, give notice no later than thirty (30) minutes before the start of the scheduled shift. During the probationary period, time off for illness will not be paid. However, upon the completion of the probationary period, accrued time will be credited back to the employee's starting date.

SECTION 3 Paid sick leave is based on working days only. In cases where the employee has been on sick leave for more than three (3) consecutive days or where there is a reasonable question of misuse of sick leave, the Employer may require evidence of illness. Sick time will be paid automatically unless an employee requests otherwise.

SECTION 4 Sick leave payments shall be in addition to statutory benefits under State Disability Insurance computed at his/her straight time hourly rate times his/her regularly scheduled hours.

SECTION 5 Worker's Compensation Insurance shall be integrated with the employee's pay, i.e. the employee shall receive as pay the difference between such Worker's Compensation pay, if any, and the amount which he/she would have received if he/she had worked, computed at his/her straight time hourly rate for a maximum period of five (5) weeks. Such pay will not be deducted from an employee's sick pay.

SECTION 6 Employees may accumulate a maximum of one hundred (100) days of accrued sick leave. Any accrued by unused sick leave will be payable to the employee upon retirement at the rate of one-half (1/2) times the number of earned days. Employees may receive one half (1/2) pay for unused days at the end of each academic year. Employees who have accumulated one hundred (100) days of sick leave will receive full pay for unused days beyond 100 at the end of each academic year.

Effective the 2005-2006 academic year and each academic year thereafter, employees with perfect attendance for the preceding academic year will be entitled to two (2) bonus days to be used during the subsequent academic year.

SECTION 7 All the provisions of this Article will apply to regular full-time employees on a pro-rata (percentage) basis.

SECTION 8 The Employer will provide a sick leave tally once each year in May.

ARTICLE 21 – GROUP INSURANCE

SECTION 1 Medical Insurance – The Employer agrees to provide a comprehensive Group Hospitalization/Surgical Insurance Plan for all eligible full time employees which shall be the Blue Cross/Blue Shield Blue Chip and Coast to Coast plans. The plans will also include prescription drugs and vision benefits. The Employer will also offer the Blue Cross Dental Plan as an option. The coverage of these plans will be as outlined in the summary plan descriptions.

- (a) The employer will pay the premium for eligible employees and employees will make the following contributions on a pre tax basis if the plan qualifies:

BLUE CHIP	Effective 6/1/05	6/1/06	6/1/07	6/1/08
Single - 9.6 % of the premium	12%	14.5%	17.5%	19%
Family – 8.5 % of the premium	12%	14.5%	17.5%	19%
COAST TO COAST				
Single - 17.4 % of the premium	17.4%	17.5%	18%	19%
Family - 15.4 % of the premium	16%	17%	18%	19%

DENTAL PLAN

Single - \$ 7.00 per month

Family -\$ 23.00 per month

- (b) All regular full time employees will become eligible for this coverage upon completion of their probationary period.
- (c) Benefits provided shall be according to the Employer's master policy currently in effect.
- (d) All participating employees will be provided with a booklet explaining all the basic provisions of the plan.
- (e) The Employer agrees to pay the premium cost of the employee's group health insurance when the employee is on an approved leave of absence due to illness, for a maximum period of up to twelve (12) months. The Employer will also comply with the provisions of the Family and Medical Leave Act.
- (f) The Employer agrees to pay the premium cost of the employee's group health insurance when the employee is on an approved leave of absence due to an occupational illness or injury, for a maximum

period of up to one year or in accordance with Rhode Island law whichever is greater.

- (g) The Company will pay \$2000 to employees who decide not to participate in the company sponsored health insurance plan. The employee must have actively participated in health insurance plan in order to receive this benefit.

SECTION 2 Life Insurance – The Employer agrees to continue to provide the following life insurance benefits for all eligible, full time and part time employees

- (a) \$ 18,000 Life Insurance (full-time) \$ 9,000 (part time)
- (b) \$ 18,000 Accidental Death and Dismemberment Policy
\$ 9,000 (part- time)
- (c) Full time and part time employees become eligible for this coverage after the completion of one year’s service with SODEXHO

This coverage is provided at no cost to the employee.

SECTION 3 Eligible part time employees will be entitled to the medical, dental, drug and vision benefits listed above. However, the Employer will contribute fifty percent (50%) of its contribution for full time employees for these benefits for part time employees and the employee will be responsible for the balance of the premium.

ARTICLE 22 RETIREMENT PLAN

SECTION 1 The Employer shall continue to make available its hourly 401K Retirement Plan to eligible employees. The Union will have the right to reopen the contract if the 401K benefits decrease, limited to those who are actually

impacted by the decrease.

ARTICLE 23 FUNERAL LEAVE

SECTION 1 In the event of a death in the immediate family of an employee covered by this Agreement, the employee shall be entitled to a leave of absence with pay of five (5) working days maximum, paid at the employee's regular pay for regularly scheduled work days missed within that period. For the purpose of this provision "immediate family" shall mean spouse, children, brother, sister, parents, parents in law, brother and sister in law grandparents, current stepparents, stepchildren, grandchildren and domestic partners.

ARTICLE 24 UNIFORMS

SECTION 1 The Employer will continue uniform provisions on the following basis:

- (a) The Employer agrees to provide uniforms to each employee in the general kitchen, cashier/server and general server classifications. and will pay such employee two dollars and fifty cents (\$2.50) per week worked for uniform maintenance. All members will be allowed up to one hundred dollars (\$100.00) per year towards the purchase of uniforms. Employees will be reimbursed after they provide proof of appropriate purchase. Employees will receive five (5) shirts, five (5) aprons and 6 jackets, with the option of cobbler jackets.
- (b) The production employees will continue to be provided with uniforms and laundry service in keeping with the current practice.

ARTICLE 25 – MEALS AND REST PERIODS

SECTION 1 One (1) unpaid one half (1/2) hour meal period is provided

all regular employees whose shift covers two regular meal serving periods. Two (2) ten minute (10) minute refreshment breaks are permitted during each full shift. Employees who work at least (1) one hour of overtime beyond (8) Eight hours in a day will be entitled to one (1) additional 10 minute paid break. Employees will receive one paid 10-minute break for each 4 hours of scheduled work. Meals and refreshments during scheduled meal periods and rest breaks are provided to employees at no cost. Meal and refreshment breaks are scheduled by the employee's immediate supervisor.

ARTICLE 26 – JURY DUTY

SECTION 1 Any employee who is absent from scheduled work with the Employer for jury duty shall receive the difference between what the employee would have earned at his or her regular rate of pay including scheduled overtime had the employee been at work and the payment received for such jury duty provided (a) the employee furnishes the Employer with evidence of jury pay from the Clerk of the Court wherein he or she served as a juror and (b) the employee reports for work on a regularly scheduled work day when he or she is excused from jury duty at such time as will permit the employee to work at least four (4) hours. Jury duty pay shall be limited to one call for federal jury duty in any twelve (12) month period, and shall be limited to one call for non-federal jury duty in any twelve (12) month period.

ARTICLE 27 – UNPAID LEAVES

SECTION 1 Regular employees covered by this Agreement shall be eligible for unpaid leave as follows:

- (a) Union Business - At the written request of the Union, the Employer shall grant either an officer of the Union or a duly elected or appointed representative of the Union, not to exceed one (1) employee at any one time, a leave of absence without pay for a period not to exceed one (1) year or the period of elected office, provided that such leave will not interfere with the food service operations covered by this Agreement. The purpose of this leave is to permit the representative to work for the International, District Council and/or the Local Union on Union business. During the period of such a leave of absence an employee will not accrue seniority, nor will the Employer have any obligation for continuation of benefits as specified elsewhere in this Agreement. Such leaves may be extended upon written request thirty (30) days prior to the termination thereof.

- (b) Other Leaves Unpaid leaves of absence may be granted at the discretion of the Employer to all employees for a specific period and for a specified reason such as family illness, study, or travel.

All requests for such leave shall be made in writing at least one month prior to the desired commencement of the leave, if possible and shall indicate the approximate date of return. Such leaves may be granted for a period up to six (6) months, and the granting of such leaves will be determined on the basis of the legitimacy of the request and the Employer's operating requirements. The Employer will also comply with the provisions of the Family and Medical Leave Acts

- (c) An employee shall be eligible for disability leave if unable to work due to illness or injury, including pregnancy related disability. Upon request by the Employer, medical evidence must be submitted that the employee is so disabled.

- (d) An employee shall not be entitled to funeral leave or to accrue vacation time, sick leave time, or seniority while on an unpaid leave of absence exceeding thirty (30) working days, and shall not be covered by the medical and life insurance benefits set forth in this Agreement.

When an employee returns to work following all authorized unpaid leaves of absence, that employee shall be reinstated to the employee's former position. The exception to this section shall be in

cases of an approved, unpaid disability leave in which case the employee will continue to be covered by the medical insurance as set forth in Article 21, Section 1 (e) and (f). The Employer will also comply with the provisions of the Family and Medical Leave Acts.

ARTICLE 28 GRIEVANCE PROCEDURE

SECTION 1 A grievance is a dispute, claim, complaint or difference of opinion involving the interpretation or application of the terms of this Agreement.

SECTION 2 This agreement sets forth the basic terms and conditions of employment, and is intended to continue the present and good relations between the Employer, its employees, and their Union. In the event of any grievance between the employees and the Employer, the representatives of both agree to make prompt and earnest efforts to settle such matter. Except as provided hereafter all grievances shall be handed as follows:

STEP 1 The Union Steward and employee shall take up the matter with the immediate supervisor of the employee involved, with five (5) working days after the occurrence first giving rise to the grievance. If the matter is not settled as a result of their discussion, the steward will submit the grievance to the immediate supervisor in writing, explaining as specifically as possible the nature of the complaint and the contract provision affected. The immediate supervisor shall give a written answer to the written grievance.

STEP 2 If the grievance is not adjusted within two (2) working days after the

receipt of the Employer's response, the grievance shall be taken up at a meeting between a representative of the Union and the Director or his/her designated representative. The meeting will be held within five (5) working days after having been requested.

STEP 3 If the matter is not settled within three (3) working days after the second step meeting, it shall be taken up by the principal officers of the Employer and the Union, or their designated representatives. Every effort shall be made to arrange the meeting within (5) five working days, but in any event the Employer's decision shall be given within ten (10) working days after the third step meeting has been requested.

SECTION 3 Special procedure in discharge cases: The procedure set forth above will be modified in discharge cases as follows:

- (a) The Employer agrees that, subject to the right of suspension by the Employer, no employee covered by this Agreement will be finally discharged without being given a hearing, provided that a request for hearing is presented in writing and signed by the affected employee within three (3) working days after notice of suspension and/or discharge. Any such request for hearing shall constitute a grievance entered at Step 2 and will be handled as hereinafter provided.
- (b) The Step 2 meeting will be held within three (3) working days after

having been requested.

- (c) The Employer's answer in Step 2 will be given within three (3) working days after the Step 2 meeting.
- (d) The Step 3 meeting will be held with five (5) working days after having been requested.
- (e) The Employer's answer in Step 3 will be given with ten (10)
- (f) working days after the Step 3 meeting.
- (g) Otherwise the procedure will be as above.

If it is ultimately decided that such suspension and/or discharge is unjust the employee may be reinstated, as agreed to by the parties.

The Employer agrees to furnish the Union with copies of all written warnings. The Employer also agrees that employees will not be disciplined in public.

SECTION 4 Employee's right to present individual grievance: The Union and the Employer jointly acknowledge the right of any of the employees involved to present individual grievances directly to the representatives of the Employer and to work out the settlement of such individual grievance. This right shall not be interpreted to include decisions on wages, hours and working conditions which affect the Union group as a whole, or any department as a whole, or which are contrary to the provisions of this Agreement.

SECTION 5 The grievance procedure and arbitration provided herein shall

constitute the sole and exclusive method of determination, decision, adjustment or settlement between the parties of any and all grievances and the grievance and arbitration procedure provided herein shall constitute the sole and exclusive remedy to be utilized.

SECTION 6 An employee who feels aggrieved by an order to perform a certain task shall not refuse to perform the task; but shall perform the same and then submit any complaint as a grievance. Otherwise a refusal shall be grounds for discharge and shall be subject to the grievance or arbitration procedure.

SECTION 7 Group Grievance The parties shall, by mutual agreement, allow a designated spokesperson to file a group grievance pertaining to the interpretation and/or application of this Agreement when it is deemed impractical to process individual grievances from a large and well-defined group of employees having an identical complaint; said grievance shall be filed in writing, list by name the employees involved, and signed by the spokesperson and presented at Step 2 of the procedure.

SECTION 8 The time limits specified in this Section shall be deemed to be substantive provisions and failure to observe each and every such time limitation shall be a complete bar to any further action by reason of such grievance, unless extended by written consent signed by the Employer and the Union which consent shall not be unreasonably withheld by either party. The terms “working day” and “working days” wherever used in this Section shall mean and include any

calendar day other than a Saturday, Sunday or holiday.

SECTION 9 The Employer shall have the right to initiate Step 2 and 3 of the grievance procedure with respect to any grievance, dispute or difference. Such initiation shall be by letter from the Employer to the Business Agent of the Union.

ARTICLE 29 ARBITRATION

SECTION 1 In the event that a satisfactory settlement of a grievance is not worked out through the grievance procedure, the Union may take such grievance to arbitration which shall be governed by the provisions of this Article. The grievance procedure shall be followed before the Union may proceed to take a grievance to arbitration. The right to request arbitration shall terminate ten (10) working days following the final grievance meeting or the Employer's written decision concerning the grievance, whichever period is longer.

SECTION 2 To be an issue which is arbitrable hereunder, the grievance must be a dispute, claim, complaint or difference of opinion, arising under and during the term of this Agreement and it must be a matter of the interpretation or application of some express provision of this Contract. The question of arbitrability shall not be decided by the arbitrator.

SECTION 3 Any issue which is arbitrable under the terms hereof, which either the Employer or Union desires to take the arbitration, shall be submitted to arbitration under the Rules of the Federal Mediation and Conciliation Service or the AAA. The parties agree to accept the arbitrator's award as final and binding

upon them. All costs of the arbitrator, including the filing fee, shall be shared equally by the Union and the Employer.

SECTION 4 The following principles shall be observed in all arbitration arising hereunder:

- (a) The parties shall present to the arbitrator a submission agreement, which shall state precisely the issues to be decided. If the parties cannot agree as to the issue, each party shall submit to the arbitrator its separate written statement as to the issue to be decided.
- (b) The party demanding arbitration shall have the burden of proof and the burden of going forward with the evidence.
- (c) All witnesses shall be sworn.
- (d) The arbitrator shall hear and decide the issue presented, and shall render a written award for or against the party demanding arbitration and shall state his reasons for such award. He/she shall not mediate the dispute or modify or adjust the action complained of but shall be limited to rendering a decision as aforesaid.
- (e) The arbitrator shall have no power to add or subtract from or modify any of the terms of this Agreement or to substitute his/her discretion for the Employer's discretion in cases where the Employer is given discretion by this Agreement.

ARTICLE 30 NOTICE OF INTENTION TO LEAVE

SECTION 1 If and when an employee covered by this Agreement leaves the service of the Employer, on his or her own initiative, the employee shall give reasonable notice of such intention to his or her supervisor, the length of such reasonable notice to be determined by the Employer, provided that it shall not be a period in excess of (1) one week. If such notice is not given by the employee, such employee shall not be entitled to receive compensation for any accumulated vacation rights to which he or she otherwise would be entitled.

ARTICLE 31 WORK BY SUPERVISORS

SECTION 1 Supervisors shall not normally perform production work, except for instruction, for inspection of work performed, in cases of temporary staff shortages, or emergencies beyond the control of both parties to this Agreement.

ARTICLE 32 TERM OF AGREEMENT

SECTION 1 This Agreement shall become effective as of November 2, 2004 and shall continue in effect until midnight, November 2, 2009 and thereafter from year to year unless terminated by notice in writing given by either party to the other not less than sixty (60) calendar days prior to the expiration date, or to the end of any subsequent year of this agreement.

The parties mutually agree to a reopener for health insurance and wages if the following conditions apply: the health insurance reopener would be either in year three or after if either the health insurance total cost equals or exceeds \$20,000 for any plan or if an employee is negatively affected by the increases in the health insurance.

In witness whereof, the parties hereby have signed and executed this Agreement as of this _____ day of _____ 2005.

UNITED SERVICE AND ALLIED WORKERS OF RHODE ISLAND

SODEXHO CAMPUS SERVICES

APPENDIX A

CLASSIFICATION AND WAGE SCHEDULE

<u>CLASSIFICATION</u>	<u>11/1/04</u> +30¢	<u>6/1/05</u> +15¢	<u>11/1/05</u> +50¢	<u>11/1/06</u> +50¢
COOKS & BAKERS	14.06	14.21	14.71	15.21
RECEIVER	12.85	13.00	13.50	14.00
GENERAL KITCHEN	12.38	12.53	13.03	13.53
CASHIER/SERVER	12.38	12.53	13.03	13.53
CATERING ATTENDANT	12.11	12.26	12.76	13.26
GENERAL SERVER	11.86	12.01	12.51	13.01
GENERAL UTILITY	11.67	11.82	12.32	12.82

Across the board wage increases of 50 cents per hour will also be effective on 11/1/07 and 11/1/08.

- (1) Lead Person – Receives twenty five cents (.25) per hour above the highest classification led when assigned by management to this classification.

- (2) Hiring Rate – Employees hired on or after November 2, 1995 will be hired at two dollars (\$ 2.00) per hour less than the classification rates listed above their first year of employment. After one (1) year of employment the employee will be paid one dollar (\$1.00) per hour less

than the classification rates listed above and after two (2) years of employment the employee will be paid the full rate.

(3) An employee who slices meat at the deli in Salmanson will be upgraded to general kitchen during service hours which are currently three (3) hours per day.

(4) (a) Monday through Sunday split shift premium – Employees who work a split shift any day Monday through Sunday will be paid for all hours worked that day as follows:

11/2/02 \$.50 per hour

(b) Saturday and Sunday split shift premium – Employees who work split shifts Monday through Friday will be paid \$.50 per hour for all hours worked on a split shift on Saturday and Sunday. The Employer will continue to attempt to hire weekend employees to work all or part of split shifts.

(5) Catering – Employees who are not in the catering attendant classification and who are assigned to catering functions for four (4) hours or more will receive an additional \$.25 per hour for such work. This will not apply to meal exchanges.

MEMORANDUM AGREEMENT

In the event some sort of “National Health” plan is enacted at the federal level, the Company agrees to honor a request from the Union to reopen Article 21 – Group Insurance for the purpose of discussing the impact of said legislation on the current health insurance provided for in Article 21.

MEMORANDUM AGREEMENT

The parties to this collective bargaining agreement agree to form a labor management committee to consist of three employee members plus the Food Service Director, and this Committee will meet on a weekly basis. In addition, the Company's District Manager will be actively involved in at least one meeting per month. The purpose of this committee is to discuss and monitor matters such as use of student hours, work assignments, operating procedures and work improvement suggestions.

MEMORANDUM AGREEMENT

1. Medical Insurance – As agreed during negotiations, the provisions contained in the medical insurance article of the agreement are subject to the following understandings between the parties.
 - (a) The Employer agrees that all eligible employees will be given a chance once a year to change their coverage from one status to the other if their circumstances have changed so as to warrant such a conversion.

MEMORANDUM OF AGREEMENT

The employer will reduce the hours of student employees and under 20 hour employees in the same classification as a regular employee before reducing the regular employees' hours. It is understood that Bryant student hours would be the last non union hours to be reduced. This Agreement will not apply to any new fast food operation with a concept such as Burger King, etc.

MEMO OF UNDERSTANDING

The company agrees to review the work schedule of bargaining unit employees each semester and attempt to schedule as many employees as it deems appropriate Monday thru Friday for 30 or more hours per week. The Company will also attempt to minimize split shifts and maximize 3 hour minimum shifts. The Company will also consider the scheduling of breaks in this process.

The Company will then meet with the Union to discuss its new schedule. The District Manager will be present at the meeting. The Company will entertain the Union's suggestions regarding the schedule and adopt them if it deems them appropriate.

As of 11/1/01 there are no split shifts and regularly scheduled six (6) day workweeks. If the Company determines a need to return to any split shifts or six (6) day schedules, the Company and Union Representatives will meet to discuss and minimize the impact on employees employed as of 11/1/01.

The Company will continue to do its best to provide as close to forty hours as possible per existing contract language.

This Agreement is not subject to the Grievance and Arbitration procedures of the labor Agreement.