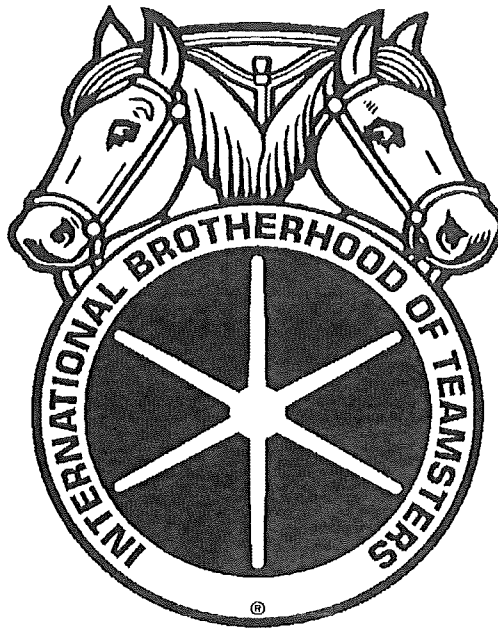


LABOR AGREEMENT
BETWEEN
TEAMSTERS LOCAL UNION NO. 200
AND
A'VIANDS, LLC
AT
UNIVERSITY OF WISCONSIN – PARKSIDE
KENOSHA, WISCONSIN



Effective: June 1, 2019
Expiration: May 31, 2023

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PREAMBLE

This AGREEMENT is made and entered into by and between **A'viands, LLC** at the University of Wisconsin – Parkside (UW – Parkside), 900 Wood Road, Kenosha, WI 53141 (hereinafter referred to as “the Employer” or “the Company”), and General Teamsters Local Union No. 200 (hereinafter referred to as “the Union”). It is for the purpose of providing a clear and concise document by which the parties can equitably establish a relationship within the meaning of the National Labor Relations Act.

WITNESSETH THAT:

WHEREAS, it is the desire of the parties to this Agreement to establish and continue a relationship of cooperation whereby the mutual interest of both parties may be promoted by the attainment of the highest degree of efficiency so as to produce the best possible quality: and

WHEREAS, it is the intent and purpose of the parties hereto that this Agreement shall promote and improve the industrial and economic relationship between the Company and the Union, and to set forth herein rates of pay, hours of work, and working conditions of employment to be observed between the parties hereto:

NOW, THEREFORE, it is mutually agreed that the following conditions of employment covering employees within the unit of the Company located at the UNIVERSITY OF WISCONSIN, PARKSIDE. KENOSHA, WISCONSIN, shall become effective.

ARTICLE 1 – RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative with respect to wages, hours, and other terms and conditions of employment for all full-time and regular part-time food service employees employed by **A'viands, LLC** at the University of Wisconsin – Parkside (UW – Parkside) in the classification identified in Appendix “A”. Excluded from the bargaining unit shall be employees in classifications not identified in Appendix “A”, managers, confidential and clerical employees, professional employees, active students of the Client who are regularly scheduled to work less than twenty (20) hours per week, any students employed in connection with a vocational education or work study program, casual employees, temporary employees, supervisors, and guards as defined in the National Labor Relations Act.

Bargaining unit work will be cooking, baking, cold food preparation, porter, and cashier. All such work will be first offered to bargaining unit members qualified to perform the work. Student employees may be used in the above jobs, if no bargaining unit member is ready, willing or able to perform the work. Wait-staff work is not bargaining unit work, however, it may be offered to bargaining unit employees at their current hourly rate. Wait-staff work shall not be mandatory for bargaining unit employees.

ARTICLE 2 – DEFINITIONS

Section 1. Full-Time Employee. A “full-time employee” is one who regularly works thirty (30) or more hours per week.

Section 2. Part-Time Employee. A “part-time employee” is one who regularly works at least twenty (20) hours per week, but fewer than thirty (30) hours per week.

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

A casual employee may be used to replace regularly scheduled employees who are absent from work and/or to work open hours created by the filling of job postings; provided however, that open hours shall first be offered to seniority employees if the additional hours do not result in overtime, and if the additional hours do not conflict with the employee's regular schedule. Should casual employees not be available, and/or seniority employees with a regular schedule of less than forty (40) are already scheduled for the additional open hours or are unavailable, then open hours will be offered to seniority employees regardless of the overtime situation.

ARTICLE 3 – RESPECT AND DIGNITY

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

ARTICLE 4 – NON-DISCRIMINATION

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

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

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

Section 3. Americans with Disabilities Act. The Company and Union agree to use their best efforts to comply with the provisions of the Americans with Disabilities Act (ADA).

ARTICLE 5 – MANAGEMENT'S RIGHTS

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

Section 2. Except as modified by this Agreement, the Employer's right to manage its business shall include, but not be limited to, the right to hire, promote, demote, transfer, assign, and direct its work force; to discipline, suspend, or discharge; to retire or relieve employees from duty because of lack of work or other legitimate reasons; to determine and require standards of performance and to maintain discipline, order and efficiency; to determine operating standards, operational and other policies; to determine methods and procedures; to determine the quantity and type of equipment to be used; to increase or decrease the work force; to determine the number of departments and employees therein, and the work performed by them; to determine processes to be employed in the work place; to determine the number of hours per day or week

individuals work and operations that shall be carried on; to establish and change work schedules, hours and assignments; to subcontract as long as it does not result in the layoff or displacement of employees, except in cases of significant mechanical breakdown, fire, or flood; to schedule hours of work, including overtime; to add shifts or terminate existing shifts in accordance with customer need; to determine job content and classifications required; and to make and enforce all rules relating to work, operations, and safety.

ARTICLE 6 – UNION SECURITY

Section 1. It is understood and agreed that, as a condition of continued employment, all persons employed by the Company in the bargaining unit which is the subject of this Agreement shall become members of the Union not later than the thirty-first (31st) calendar day following the beginning of their employment, or the thirty-first (31st) day following the date of this Agreement, whichever is the later, that the continued employment by the Company in said unit shall be conditioned upon the payment of the periodic dues of the Union. The failure of any employee to become a member of the Union not later than the thirty-first (31st) day of employment or the thirty first (31st) day following the date of this Agreement, whichever is the later, shall obligate the Company, upon written notice from the Union to such effect and to further effect that Union membership was available to such person on the same terms and conditions generally available to other members to forthwith discharge such person.

Further, the failure of any employee to maintain his Union membership in good standing by his failure to pay the periodic dues of the Union, shall, upon written notice to the Company by the Union to such effect, obligate the Company to discharge such person.

ARTICLE 7– CHECK-OFF

Section 1. Upon receipt of a written authorization in a form agreed upon by the Company and the Union, signed by the employee covered by this Agreement, the Company agrees to deduct from the pay of such employee the dues, initiation fees and/or uniform assessments of the Union and agrees to remit to the Union all such deductions prior to the twentieth (20th) of the month following the month in which deductions are made.

Section 2. The Union shall certify to the employer in writing each month, a list of its members working for the Company, who have furnished to the Company the required authorization, together with an itemized statement of dues, initiation fees, (full or installment), or uniform assessments owed and to be deducted for such month from the pay of such member, and the Company shall deduct such amount from the first pay check following receipt of the statement of certification of the member and remit to the Union in one lump sum.

Section 3. The Company shall add to the list submitted by the Union the names of all new employees hired since the last list was submitted and delete the names of employees who are no longer employed.

Section 4. The Company will recognize authorization for deductions from wages, if in compliance with state law, to be transmitted to the Union or to such organizations as the Union may request if mutually agreed to. No such authorization shall be recognized if in violation of state or federal law. No deduction shall be made which is prohibited by applicable law.

Section 5. D.R.I.V.E. The Employer agrees to deduct from the paycheck of all employees who submit authorization cards and are covered by this Agreement, voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Employer of the "flat dollar" amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all

payroll periods worked. (Only "flat dollar" deductions will be permitted.) The phrase "pay period worked" excludes any pay period other than a pay period in which the employee earned a wage. The Employer shall transmit to D.R.I.V.E. National Headquarters on a monthly basis, in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck. No such authorization shall be recognized if in violation of State and Federal law. No deduction shall be made, which are prohibited by applicable law.

The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of action taken by the Employer in reliance upon payroll deduction authorization cards submitted by to the Employer.

The parties acknowledge that the Company's costs of administration of this PAC payroll deduction have been taken into account by the parties in their negotiation of this Agreement and have been incorporated in the wage, salary and benefits provision of this Agreement.

Section 6. By the end of each month, the Company will provide a list to the Union of Employees who are on layoff, or are not scheduled for an entire month.

ARTICLE 8 – BARGAINING UNIT WORK

Supervisors will not perform bargaining unit work except when there are no unit employees to perform the work needed, in emergencies, or for the instruction of personnel. In no case shall supervisors or non-bargaining unit workers be utilized to erode the bargaining unit.

ARTICLE 9 – LABOR-MANAGEMENT COMMITTEE

The Employer and Union agree that there shall be a Labor-Management Committee consisting of two individuals from each party. Committee members shall be designated, in writing, by each party to the other. Meetings will be held at mutually agreeable times and places so as to apprise the other of problems, concerns, and suggestions related to the operations and the work force, all with the aim of promoting better understanding between the parties. Meetings will be held within fifteen (15) days after either party so requests, but not more than one time each month during the academic year. A written agenda shall be established for each meeting. Such meetings shall not be construed as opening the Agreement for negotiations, nor shall any subject matter at the meetings constitute a step in the grievance procedure. Employees shall be paid at their regular hourly rate for time spent at Labor-Management Committee meetings.

ARTICLE 10 – SAFETY

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

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

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

ARTICLE 11 – VISITATION

Section 1. The Business Representative of the Union shall have full and free access to the premises of said Company at any and all reasonable times during the working hours, providing the Business Representative complies with all security conditions generally imposed upon visitors to the premises.

Section 2. The Business Representative of the Union will make reasonable attempts to notify the General Manager or authorized designee in advance of arriving on the Employer's or client's premises of their desire to visit. Upon arrival on the Employer's or client's premises, the Business Representative of the Union will notify the General Manager or authorized designee, in person, of his/her presence prior to speaking to any employee. Such visitation shall not interfere with the work of the employees or the service to the customers of the Employer.

Bargaining unit employees will clock out or be on their break time during any meetings with representatives from the Union.

Section 3. Examination of Records. The Union Business Representative shall have the right to examine time records and any other employee records pertaining to the computation of compensation of an individual or individuals whose pay is in dispute, upon written request to management.

ARTICLE 12 – UNION STEWARDS

Section 1. The Company recognizes the right of the Union to designate a steward from the Company's seniority list. The authority of job steward so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- (a) The investigation and presentation of grievances to the Employer's representative in accordance with the provisions of this Agreement;
- (b) The transmission of such messages and information which shall originate with, and are authorized by the local union or its officers, provided such messages and information:
 - 1. have been reduced to writing, or
 - 2. if not reduced to writing, are of a routine nature and do not involved work stoppages, slow downs, refusal to handle goods, or any other interference with the Employer's business.

Section 2. Job stewards shall have no authority to take strike action or any other action interrupting the Company's business, except as authorized by official action of the Union.

The Company recognizes the limitations upon the authority of the union stewards described in this Article, and it shall not hold the Union liable for any union stewards' unauthorized acts. The Company in so recognizing such limitations shall have the authority to impose proper discipline,

including discharge, in the event any union steward has taken unauthorized strike action, slow down, or work stoppage in violation of this Agreement.

Section 3. A Steward may request to be released from his/her regular duties to investigate grievances on Employer time. The Steward shall contact his/her supervisor in advance to determine a time when such investigation will not interfere with the Steward's work and the work of the person with whom the Steward wants to meet. Such time spent in handling grievances during the steward's regular working hours shall be considered working hours in computing daily and weekly overtime. Grievances will not be processed during busy periods.

Section 4. The Company shall not discharge an employee unless it has first requested the steward (or in the steward's absence, an alternate) to be present. The Company shall notify the steward and/or the Union in the event an employee is disciplined. If the Union questions a discharge or disciplinary action, the Company and the Union shall meet and resolve the matter in accordance with the grievance procedure.

ARTICLE 13 – SENIORITY

Section 1. "Employer seniority" shall be defined as the length of continuous service with A'viands and its predecessor food service companies at University of Wisconsin–Parkside as of the employee's most recent date of hire. Seniority shall prevail in all cases.

In the event two (2) or more employees are hired on the same day their seniority shall be decided by a mutually agreed lottery of those employees.

Section 2. **Seniority for Full-time and Part-time Employees.** There shall be two (2) seniority lists, one (1) for full-time employees and one (1) for part-time employees. Full-time employees regularly scheduled less than forty (40) hours per week will be given first opportunity for extra work. Part-time employees are to be given first opportunity for full-time work when available. Part-time employees shall not exercise seniority against full-time employees.

Section 3. The Company shall prepare and maintain a seniority list, subject to examination and correction by union representatives, showing the seniority standing of all employees. The Company shall send the Union a seniority list on request.

Section 4. Continuous employment shall be broken for any of the following reasons. If such continuous service is broken, the employee shall be considered a new employee for all purposes, if and when rehired:

- (a) Resignation or other voluntary termination of employment.
- (b) Discharge for just cause.
- (c) Absence of three consecutive days without notice to the Employer.
- (d) Failure to return to work within five (5) calendar days after the Employer gives the employee written notice to return to work. Notice of recall shall be sent by certified mail.
- (e) Layoff without recall after a period of two (2) years from the date of layoff, or for a period equal to the employee's length of service, whichever is shorter.
- (f) Falsifying reasons for obtaining a leave of absence or engaging in other employment during such leave, except for work in conjunction with a leave for Union business.
- (g) Absence due to illness or injury which continues for more than one (1) year;
- (h) Falsifying information on application for employment.

Section 5. Schedules of six (6) to eight (8) hours will be reduced not more than thirty (30) minutes per day. Schedules less than six (6) hours will be reduced not more than fifteen (15) minutes per day. Reductions shall not result in re-posting of jobs and shall not result in employees bumping to regain lost hours. If position reductions become necessary, a position layoff shall occur in accordance with the layoff and recall provisions in Article 16.

Reductions to summer schedules do not apply to the aforementioned restrictions.

ARTICLE 14 – PROBATION

New employees shall remain probationary and shall not become regular employees until completion of sixty (60) working days of employment from the date of the last hiring. Upon completion of sixty (60) working days of probationary service, employees shall enjoy seniority from the last date of hiring. Probationary employees shall have no seniority rights during the probationary period and their employment may be terminated at any time in the sole discretion of the Employer. If discharged during the probationary period, such discharge shall not be subject to the grievance procedure.

ARTICLE 15 – JOB POSTING

Section 1. Job vacancies, promotions and new jobs, and vacancies in excess of ten (10) working days created by illness, disability, or leave of absence (until it is determined that the employee returns or is unable to ever return) shall be posted immediately by the Company on proper bulletin boards for a period of three (3) working days. Employees shall apply for the posted vacancies by signing the posting. All employees who are on layoff when an opening occurs shall be notified of the opening by mail at the last known address on file with the Employer. Requests for consideration from qualified employees on layoff must be received in writing within seven (7) calendar days of the mailing of the posting to the employee's home.

Section 2. The posting shall contain the minimum qualifications (experience, skill and ability requirements), work year, work week, wages, and job description for the posted position. Copies of all postings shall be faxed to the Union office. Copies of completed postings shall be faxed to the Union office within ten (10) working days of the bid award.

Section 3. All such vacancies shall be filled by awarding the position to the most senior qualified employee who bids for that position, except that employees who bid into positions in Erberts and Gerberts will not be permitted to bid on open positions for six (6) months thereafter. Employees will be transferred or promoted in accordance with their seniority, provided they have the necessary minimum qualifications and can meet the job description requirements. Employees shall not be permitted to bid on open positions until the expiration of six (6) months following their probationary period.

Openings to which internal employees are to be transferred or promoted will be filled in a maximum of two (2) weeks, if possible.

Nothing contained in this Article shall prevent the Employer from temporarily filling a job vacancy for up to ten (10) working days.

Section 4. If there are still no qualified bidders, the Employer shall have the right to go to the outside to fill the position.

Section 5. Any employee filling a job classification covered by this Agreement from a lower-paid classification shall be on a trial period for the first three (3) work days of employment in the new classification. If at any time during such trial period the Employer determines that the employee cannot meet the job requirements, the Employer may return the employee to that employee's former position. If at any time during such trial period the employee wishes to return to his former position, then he/she will be permitted to do so. The employee so returned shall not suffer any loss of seniority. The decision to return the employee to their former position shall not be subject to any progressive discipline procedure.

Section 6. There shall be no restrictions on temporary or lateral transfers or transfers into a lower paying classification, as long as the Employer maintains the employee's current rate of pay. However, should an employee be transferred to a lower paying job for their convenience (for example in lieu of layoff, bid on a lower paying job, etc.), the employee shall be paid the rate of the job immediately.

ARTICLE 16 – LAYOFF AND RECALL

Section 1. In the event the Employer finds it necessary to permanently lay off employees due to lack of work, such layoffs shall be on the basis of the employee's seniority. The employee with the least seniority in the classification affected shall be the first to be laid off. All reductions of work force will be reviewed with the Union prior to implementation.

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

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

Section 4. The affected employee may use their seniority to exercise one of the following options:

- (a) The employee may bump the least senior employee in their classification;
- (b) The employee may bump the least senior employee in a lower-rated classification;
- (c) The employee may opt to fill a vacancy in their own or in a lower-rated classification if, in the Employer's opinion, they are qualified and have the ability to perform within that classification.

Section 5. When work becomes available in the employee's classification from which they were laid off, or in any classification for which they qualified, they will be recalled in reverse order of their layoff.

For the purposes of recall notification the Employer shall notify the employee by certified mail at the last known address supplied by the employee. Employees must notify the Employer within five (5) working days of the date the message was received of their intent to report to work after notification. Employees shall report to work within three (3) working days after indicating their willingness to be reinstated.

ARTICLE 17 – LEAVES OF ABSENCE

Section 1. Personal Leaves of Absence. Upon written notice to the Employer, an employee with at least one (1) academic year of seniority may apply for a personal leave of absence of up to ninety (90) calendar days. An employee must submit a written request at least

thirty (30) calendar days in advance; however, the Employer will permit exceptions for verifiable unforeseen circumstances. The application shall specify the reason and the requested length of time for leave. The leave may be extended for thirty (30) calendar days by mutual agreement of the parties in writing in advance of the conclusion of the original leave and will not be unreasonably denied. The employee will normally give a minimum of fourteen (14) calendar day's notice of such request. All leave requests shall be approved in the sole discretion of the Employer and must include a return to work date.

Section 2. Union Leaves of Absence. The Employer agrees to grant the necessary and reasonable time off up to fifteen (15) working days per year without discrimination or loss of seniority rights, and without pay, to any employee designated by the Union to attend labor conventions or serve in any capacity or other official Union business, provided a forty-eight (48) hour written notice is given to the Company by the Union, specifying length of time off. The Union agrees that, in making its request for time off for Union activities, there shall be no disruption of the Employer's operations due to lack of available employees.

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

Section 4. Family and Medical Leaves of Absence. The Employer shall administer all family and medical leaves in accordance with the Family and Medical Leave Act (FMLA) and applicable state law regarding leaves. The period of such leave(s) shall not exceed the statutory period(s), except that such leave period may be extended by mutual written agreement of the Company and the affected employee. Any such extension shall not, however, extend any legal obligation to provide benefits beyond the statutory period. An employee who desires to use family or medical leave must provide advance notice to the Company whenever practicable.

Section 5. Employer Insurance while on Leave of Absence. For those employees who are enrolled in group insurance coverage at the time of a leave of absence in accordance with the provision of Section 1 of this Article, the Employer will continue to pay its share of the cost of the premium for group insurance coverage during the leave of absence, so long as the employee pays his/her share of the premium during the leave of absence.

ARTICLE 18 – DISCIPLINE & DISCHARGE/JUST CAUSE

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

The Employer will take any discipline action promptly after learning of the circumstances on which the discipline is based. In general, the Employer will take any such disciplinary action within ten (10) calendar days of when the Employer learned of the circumstances on which the discipline is based, or when the Employer should have learned of the circumstances upon which the discipline is based, unless it is mutually agreeable by the Company and Union to extend the time.

Section 2. The parties recognize the principles and need for a method by which progressive discipline shall be provided. The Employer will administer progressive discipline as follows:

- (a) Verbal documented warning.
- (b) Written warning.

- (c) A final warning (and in employer's sole discretion unpaid disciplinary suspension if required for investigation).
- (d) Discharge.

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

Section 4. In any disciplinary proceeding, the Employer may not consider and/or utilize any material adverse to the employee that occurred more than twelve (12) months prior to the current disciplinary action.

Section 5. The Employer may establish work rules, a copy of which shall be made available to the Union. The Union shall have the right to grieve the reasonableness of Employer-established work rules.

Section 6. An employee shall be permitted to have a Shop Steward or Union Representative at any meeting with the Employer, or its agents, which meeting is for the purpose of investigating alleged misconduct by the employee that might be the basis for, or which may result in, discharge, suspension or other disciplinary action with respect to the employee.

In the event of a discharge or other disciplinary action the employee and his steward shall be notified concurrently. Prior to the discharge or disciplinary layoff, the employee, in the presence of his steward, shall be informed of the facts relating to the discharge or layoff; and shall be given an opportunity to discuss the matter privately on Company premises.

ARTICLE 19 – GRIEVANCE PROCEDURE

Section 1. The Employer, employees, and the Union share a common goal of attempting to resolve most matters informally without resort to the grievance process. Toward this end, the Employer, employees and the Union will attempt to address issues promptly as they arise.

Section 2. If matters are not resolved informally, then a grievance may be filed. A grievance shall be defined as any dispute arising out of the expressed terms or conditions contained within this Agreement. All grievances shall be processed in the following manner:

Step 1. The employee and/or the Union will submit the grievance, in writing, to the General Manager or his/her designee within seven (7) calendar days from when the employee or Union knew or should have known of the alleged grievance. The grievance will state the specific facts known to the employee and/or Union at that time giving rise to the grievance, including a statement as to the alleged dates and individuals allegedly aggrieved, and the specific Article and Sections of this Agreement that are alleged to have been violated.

After receiving the written grievance, the General Manager or his/her designee, representatives of the Union, the Union steward and the employee or employees involved, will meet to discuss the grievance within seven (7) calendar days of receipt of the written grievance. Thereafter, the General Manager or his/her designee will give a written response to the grievance within seven (7) calendar days after the meeting.

Step 2: If the grievance is not settled to the satisfaction of the Union at Step 1, the Union, within seven (7) calendar days after receiving the General Manager or their designee's reply, shall submit the grievance to the District Manager or their designee in writing setting forth the alleged facts of the grievance, which shall also include the specific Article(s) and Section(s) of the Agreement that the Union believes have been violated and the remedy being sought in this matter. Either the District Manager or their designee or the Union shall request a meeting for the purpose of resolving the grievance prior to the Employer's decision. The meeting shall be held within ten (10) calendar days of being requested. Within ten (10) calendar days of the meeting, the Employer shall deliver to the Union a written reply to the alleged grievance, which shall provide for a decision in the matter and the reasons for the decision.

Section 3. If the written disposition of the matter by the Employer's duly authorized representative is unsatisfactory, either party within five (5) days must notify in writing the Employer or the Union, as the case may be, of its intention to submit the dispute to arbitration.

Section 4. If the grievance is submitted to arbitration, the Wisconsin Employment Relations Commission will be asked to submit the names of five (5) qualified staff arbitrators. Each party involved will strike one (1) person alternately. The one (1) remaining will become the arbitrator. At the time of asking the Wisconsin Employment Relations Commission for the list of arbitrators, they will be informed that this arbitrator must hear this case within thirty (30) days from the date of request for arbitration, and that the arbitrator must also make his decision within thirty (30) days of date of hearing.

Section 5. The impartial arbitrator shall have the sole and exclusive power and jurisdiction to determine whether a particular grievance, dispute or complaint is arbitrable under the terms of this Agreement. The decision of the impartial arbitrator on any matter submitted to him shall be final and binding on all parties. The impartial arbitrator shall issue his decision no later than thirty (30) days after the case has been submitted to him. The arbitrator shall have no power to add to, subtract from, change, amend, or in any way modify the terms of this Agreement.

Section 6. The time limits set forth in this article shall be strictly enforced and failure of either party to comply with these time limits shall constitute a default and resolve the particular grievance dispute or complaint in favor of the other party unless both parties mutually agree to an extension.

Section 7. In the event a grievance goes to arbitration, the Employer and the Union shall share equally the fees and expenses of the arbitrator, but neither party shall be liable for the costs or expenses of the other party or the witnesses for the other party.

ARTICLE 20 – HOURS OF WORK

Section 1. Workweek. The "workweek" shall consist of a seven-day payroll period beginning at 12:00 a.m. on Saturday and ending the following Friday at 11:59 p.m. The parties understand and agree that the beginning and end of the workweek may change as a result of

changes to the Employer's payroll or timekeeping systems. The Employer will contact the union at least two weeks before any change in the payroll period.

Section 2. Overtime. Time worked by an employee covered by this Agreement in excess of forty (40) hours in any one (1) work week shall be considered as overtime and shall be paid for at the rate of one and one-half (1-1/2) times the regular hourly rate of pay.

Time worked by an employee in excess of eight (8) hours in a day for employees who work a five (5) day work week and ten (10) hours in a day for employees who work a four (4) day work week, shall be paid at the rate of one-and-one-half (1-1/2) times the regular hourly rate of pay.

Time worked by an employee on a sixth (6th) consecutive day worked, regardless of whether it is in the same payroll week or not, will be paid at the rate of one-and-one-half (1-1/2) times the regular hourly rate of pay.

Time worked by an employee on a seventh (7th) consecutive day worked, regardless of whether it is in the same payroll week or not, will be paid at the rate of two times (2x) the regular hourly rate of pay.

Overtime shall not be paid twice for the same hours.

Overtime shall not be assessed on the sixth and seventh consecutive day during the Northwestern athletic catering event.

Section 3. Reporting Pay. Employees, who report for work at their normal starting hour, in the absence of notice from the Employer to the contrary, shall receive a minimum of four (4) hours of work or four (4) hours of pay in lieu thereof.

Section 4. Minimum Pay on Scheduled Day Off. When an employee is called in to work on their normally scheduled day off, they shall receive a minimum of four (4) hours of work or four (4) hours of pay in lieu thereof.

Section 5. Work Schedule Changes. Employees shall be notified before any weekly work schedule changes. Where possible, employees will be notified twenty-four (24) hours in advance of weekly work schedule changes. If the situation does not permit the Employer to give twenty-four (24) hour's notice, then notice shall be given as soon as possible prior to any weekly work schedule changes. Weekly work schedules will normally be posted one (1) week in advance.

Additional hours beyond employees' scheduled hours that are needed for cooking, baking, cold food preparation, porter and cashier for catered affairs will be posted. The extra hours for catering events will be awarded to senior qualified employees who bid; provided however, that the Employer may elect not to assign the extra hours to any employee who bids if the extra hours would result in overtime.

Prior to the end of the academic year, employees will be notified of proposed summer work schedules. **Employees will be required to work the summer hours as scheduled, based on the needs of the business. Provided that employees are required to sign-up for work in their classification to the extent such work is available. Upon receiving approval of a reduced summer schedule (typically at the commencement of finals), employees are required to call-in weekly to receive their assigned shift for the following week. The**

Employer will provide an assigned time, day and phone number for such call-ins. Failure to call-in as required, will lead to corrective action, up to and including termination.

Section 6. Extra Work. The Employer has the right to require employees to work unplanned additional work hours as needed above and beyond those already scheduled as may be necessary to meet operating requirements. In the event additional work hours are required, the General Manager or designee shall use the procedures described below in the order in which they appear:

- (a) If the employee is at work and it is within their classification, they will be asked. Volunteers will be asked beginning with the most senior qualified employee.
- (b) The least senior qualified employee at work in the classification will be expected to perform the work.
- (c) If the least senior qualified employee in the classification at work refuses the additional work hours assignment, then the Employer is then free to fill the additional work hours' requirement from any available source.
- (d) In order to minimize overtime, the Employer may elect not to follow the procedures described in subsections (a) and (b) of this Section 6, and may instead offer the additional work hours to qualified bargaining unit employees who: have worked less than forty (40) hours during that work week; who have worked no more than four (4) consecutive days; and who have worked less than eight (8) hours in a day (for employees who work five (5) days per week) or ten hours in a day (for employees who work four (4) days per week). Such assigned shifts shall not be split for purposes of overtime.

Section 7. Work in a Higher Classification. Any employee who works in a higher classification for a minimum of one (1) hour shall receive the rate of that classification for the hours so worked. An employee temporarily assigned to work in a lower paid classification shall retain their rate. Such work will be assigned as determined by management.

Section 8. The text in this Article shall not establish a guaranteed work schedule, number of days or hours to be worked in a work week, or the hours to be worked in a day.

ARTICLE 21 – WAGES

Section 1. The classifications and hourly rates of pay for employees shall be as described in Appendix "A", which is attached hereto and which by this reference is made a part of this Agreement.

Section 2. Pay Day. Paychecks will be distributed on Thursday of each work week unless the Employer is unable to do so due to circumstances beyond its control.

Section 3. Direct Deposit. The Employer's payroll system permits direct deposit, and employees are encouraged to participate in direct deposit. **Effective April 1, 2014, employees who do not receive their paychecks by direct deposit will receive their pay electronically through "Global Cash Card". As of the date of this conversion, employees will no longer receive their pay by a paper paycheck.**

Section 4. Time Clocks. The Employer shall provide time clocks. Employees shall follow the Employer's procedures for recording their time worked.

Section 5. Accident Reports. Any employee involved in any accident at the operation shall, on same day as it occurred, report said accident and any physical injury sustained to his immediate Employer. When required by the Company, the employee, before starting the next shift, shall make out an accident report in writing on the form furnished by the Company. An employee shall be paid for regular straight time hours lost on the day of the accident, if they are unable to complete their scheduled hours for that day.

Section 6. Longevity Bonus. The Company agrees to provide the following bonuses to employees based on their tenure with the Company:

Length of Employment	Bonus
Five (5) years	One week of scheduled hourly pay
Fifteen (15) years	One week of scheduled hourly pay
Thirty (30) years	Two weeks of scheduled hourly pay.

The bonuses shall be paid out on the pay period following the anniversary date of the date of hire corresponding with the bonus. All bonuses shall be subject to applicable withholdings. Following the ratification date of this CBA, the Company agrees that it shall pay the two (2) employees with more than thirty (30) years of tenure with the Company a bonus equal to the thirty (30) year bonus, however, such payment shall not be considered president setting.

ARTICLE 22 – UNIFORMS, MEALS, BREAKS

Section 1. Uniforms. The Employer will furnish to each newly-hired employee new uniforms, at no cost to the employee. The uniforms will consist of three (3) shirts, one (1) apron and one (1) hat upon hire and two (2) additional new shirts upon completion of the employee's probationary period. Provided that current employees as of 6/1/2015, shall be provided five (5) shirts upon the execution of this Agreement.

The employee will launder and maintain the uniforms.

The Employer will replace uniforms on an as needed basis, given normal wear and tear.

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

Once each year, the Employer will provide each employee with a fifty dollar (\$50.00) subsidy towards the purchase of safety shoes or uniform pants. The subsidy shall be in the form of a reimbursement, and the employee must provide the Company with a receipt for the applicable purchase, and with respect to safety shoes, must provide the Company with evidence of slip resistance.

Employees must wear the uniform, safety shoes, and any other clothing as directed by the Employer.

Section 2. Meal and Meal Period. The Employer will provide all employees with a free, wholesome meal, as determined by management, for each day worked. The meal will be consumed during the employee's one-half (½) hour unpaid meal period as scheduled by the General Manager or designee. Employees who work twelve (12) or more hours in a work day, will receive an additional one-half (½) hour unpaid meal period.

Section 3. Paid Breaks. An employee who is scheduled to work six (6) or more hours in a work day shall receive one (1) fifteen (15) minute paid rest period. Employees who work ten (10) or more hours in a work day will receive an additional paid fifteen (15) minute paid break.

Paid breaks will be scheduled by the General Manager or designee.

ARTICLE 23 – HOLIDAYS

Section 1. Paid Holidays. All full-time and regularly scheduled part-time employees who have completed their probationary period shall be entitled to the following paid holidays:

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

Section 2. Holiday Pay. Payment for holidays shall be based on an individual employee's normally scheduled hours multiplied by their straight-time hourly rate of pay.

Section 3. Qualifying for Holiday Pay. Employees scheduled off on a holiday must work their scheduled day before and their scheduled day after the holiday in order to be paid for the holiday, unless they are on jury duty or bereavement leave. Employees scheduled to work on the holiday must work their scheduled day before the holiday, their scheduled day after the holiday, and the holiday itself in order to be paid for the holiday, unless they are on jury duty or bereavement leave.

Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, and Dr. Martin Luther King Jr. Birthday holidays will be paid to employees in the first payroll week upon their return to work after the Christmas seasonal layoff.

Section 4. Work on a Holiday. All work actually performed on eligible holidays shall be paid at the employee's straight-time hourly rate of pay and, in addition, the employee will receive an additional day's pay.

ARTICLE 24 – SICK/PERSONAL DAYS

Section 1. Number of Sick/Personal Days. Effective September 1, 2009, full-time and regular part-time employees, who have at least one (1) year's seniority, shall be entitled to five (5) paid sick/personal days each academic year. Employees will be credited with those five (5) days on September 1st of each year.

Newly-hired employees, upon completion of one (1) year of service, will receive a pro-rated share of the five (5) days to be used for the remainder of that academic year.

Section 2. Employees may use these sick days as personal days. Personal Days must be scheduled at least two (2) weeks in advance, subject to management approval. The Employer will grant the day as a personal day so long as it does not adversely affect efficient operations.

No more than two (2) employees may be off on a personal day on the same work day, and no employee may take more than two (2) consecutive days as personal days.

Section 3. Payment for Sick/Personal Days. Payment for sick/personal days used shall be based on an individual employee's normally scheduled hours multiplied by their straight-time hourly rate of pay.

If an employee has sick/personal days available, and the employee is off work as a result of illness or taking the day as a personal day, then the employee will receive a paid sick/personal day for that day.

Section 4. Payment for Unused Sick/Personal Days. Unused sick/personal days at the end of each academic year will be paid out to employees in May at one hundred percent (100%) of their value.

In order to receive pay for unused sick/personal days, the employee must be on the payroll as of the date the unused sick/personal days are paid out.

Section 5. No Carryover. Each year's unused sick/personal days will be paid out at the end of the academic year in May in accordance with Section 4 above. Each year's unused sick/personal days will not be carried over from year to year – that is, they will not accumulate from year to year.

Section 6. Doctor's Note. A doctor's note may be requested by the Employer under the following circumstances:

- (a) Upon returning to work after three (3) consecutive days off sick;
- (b) Upon returning to work after being off sick due to stomach or intestinal track illnesses, regardless of number of days off sick;
- (c) Upon returning to work after being off sick due to pink eye or any other infectious disease, regardless of number of days off sick;
- (d) Upon returning to work after being off sick on the last scheduled day before, after, or on the holiday scheduled to work;
- (e) In instances where there appears to be a pattern of sick absences.

ARTICLE 25 – VACATIONS

Section 1. Vacation with pay for the current academic year is vested at the end of that academic year on May 15th.

Section 2. For employees hired prior to September 1, 2009, vacation is earned according to the following schedule:

6 months but less than 3 years	-	2 weeks
3 years, but less than 7 years	-	3 weeks
7 years but less than 20 years	-	4 weeks
20 years or more	-	5 weeks

For employees hired on or after September 1, 2009, vacation is earned according to the following schedule:

6 months but less than 1 year	-	Pro-rated
1 year, but less than 2 years	-	1 week
2 years but less than 8 years	-	2 weeks
8 years but less than 15 years	-	3 weeks
15 years plus	-	4 weeks

The total number of hours an employee will receive for a week of vacation pay will be determined as follows: the total hours worked by the employee in the previous academic year divided by the total number of weeks in that academic year.

(EXAMPLE: Employee worked 1200 hours in previous academic year and there were 32 weeks in the academic year. Therefore, $1200 \text{ hours} \div 32 \text{ weeks} = 37.5 \text{ hours}$.)

For the 2009-2010 academic year only, pay for a week of vacation will be based on the employees' normally scheduled weekly hours.

Section 3. Unused vacation shall be paid to eligible employees on the last pay week of the academic year or may be designated by employees to be paid during the summer vacation. Employees who have had vacation paid out will notify the Employer of the weeks during the summer when they will be unavailable for work. Employees must provide Company with notice of whether they desire their vacation to be paid out at the end of the academic year or during the summer vacation when they sign up for summer work.

Employees who are not laid off for the summer will have unused vacation paid out on August 15th.

Section 4. When a holiday falls during a vacation period, the employee shall be entitled to holiday pay for that day or days.

Section 5. Employees who have completed one (1) year of service who terminate for any reason shall be paid for accrued vacation on a pro-rata basis.

Section 6. For purposes of earned vacation available to be used during the academic year, employees will be considered to have earned fifty percent (50%) of their yearly entitlement at the time of the Christmas break; seventy-five percent (75%) of their yearly entitlement at the time of Spring break; and one hundred percent (100%) of their yearly entitlement as of May 1st.

Section 7. Vacations may only be taken during the following school shutdown periods: Christmas break, Spring break and after the end of the academic year.

The maximum number of vacation days an employee will be eligible for during Christmas break and Spring break will be the number of days an employee has earned up to that point.

The maximum number of days that an employee will be permitted to take during Christmas break and Spring break will be the number of days an employee would have worked had the school not been closed, but excluding paid holidays that occur during those periods as provided for in this Agreement.

Notwithstanding the foregoing, employees who are eligible for four (4) or five (5) weeks of paid vacation may take one (1) week of paid vacation during the academic year when school is in session. Requests must be made at least two (2) weeks in advance, and no more than one employee may be off on vacation during any week. Requests for paid vacation will be approved so long as it would not result in an undue burden on operations.

ARTICLE 26 –TEMPORARY TRANSITIONAL DUTY PROGRAM

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

Section 2. Prior to offering a Temporary Transitional Duty assignment to an employee, the Company will give the Union five (5) calendar days' notice of the proposed position and modifications. If the Union objects to the assignment for good cause, the Company will delay implementation of the proposed assignment for up to five (5) additional business days, during which time the parties will meet (in person or by telephone) to review and attempt to resolve the Union's objections. If the parties are unable to agree, the Company may proceed with the implementation of the assignment and the Union may pursue the matter through the grievance and arbitration procedure.

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

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

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

Section 6. An employee on such temporary transition duty program will receive their regular hourly rate of pay.

ARTICLE 27 – RETIREMENT

Eligible employees may participate in A'viands 401(k) Savings Plan in accordance with the terms and conditions of the Plan. Employees will receive quarterly statements showing employee and Employer contributions, as well as earnings.

ARTICLE 28 (A) – INSURANCE

ARTICLE 28 (B) – INSURANCE

The following terms shall govern the provision of health, dental, vision, life and disability insurance benefits for each insurance plan year, commencing August __, 2016 (which shall be amended by the plan offered January 1, 2017):

Section 1. Standard Benefits Plans. The Employer shall make available to eligible hourly employees in the bargaining unit the Standard Benefits Plans generally made available to eligible hourly employees in the state and the division where the unit is located (the "Standard Benefits Plans"), in accordance with and subject to the terms and conditions (including the terms and conditions relating to eligibility of employees to participate) applicable to such plans.

Section 2. Eligibility to Participate. Each employee's eligibility to participate in the Standard Benefits Plans in each insurance plan year shall be determined on the basis of the employee's hours worked or paid in the twelve month period commencing January 1 and ending December 31 of each applicable year).

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

Section 3. Health Plan. So long as the Employer offers the Standard Benefits Plans in accordance with this Agreement, the Employer shall share with each eligible employee who elects to participate in a Health Plan the cost of the premiums for the plan in which the employee elects to participate, as follows:

Plan	Employer share Employee Only	Employer share Employee Plus Spouse/Domestic Partner	Employer share Employee Plus Child	Employer share Family
A'viands PPO	70%	70%	70%	65%
Minimum Benefit Plan	70%	70%	70%	65%

The Employer shall deduct the employee's share of the premium from each paycheck on a pretax basis. Such plans shall be subject to any standard sur-charges including, without limitation, smoking and covered spouse surcharges.

Section 4. Dental and Vision The Employer shall pay its share of weekly dental and vision premium costs in accordance with the Standard Benefits Plans. The Employer shall deduct the employee's share of the premium from each paycheck on a pre-tax basis.

Section 5. Life Insurance The Employer shall provide Free Basic Life insurance in accordance with the Standard Benefits Plans. If so provided in the Standard Benefits Plans, employees may elect at their own expense to purchase additional life insurance coverage. The terms of coverage and the cost to the employee of such coverage shall be as set forth in the Standard Benefits Plans.

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

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

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

Section 9. Employer/Employee Premium Payments While on Seasonal Layoff Status. During the month that an employee is on seasonal layoff (that is, the summer months between academic years, Winter Break and Spring Break), the Employer will continue to pay its share of the cost of the premium on behalf of the employee so long as the employee continues to pay his/her share of the cost of the premium. Employees on seasonal layoff will be expected to make arrangements with the Employer prior to the end of the academic year in May as to how he/she will pay their share of the premium during the summer months.

Employees who fail to timely pay their share of the premium during seasonal layoff periods will have their group insurance coverage cancelled.

ARTICLE 29 – BEREAVEMENT LEAVE

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

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

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

Section 4. Additional time off may be granted to an employee, without pay, when travel is required to attend the funeral of those mentioned above.

ARTICLE 30 – JURY DUTY

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

Section 2. All employees who have been called for jury duty shall be granted leave with pay. The pay for such leave shall consist of the difference between the employee's regular rate of pay and that of the remuneration received from the court system. Employees shall be paid at their regular rate of pay times their regular hours worked. Proof of such remuneration shall be submitted to the Employer by the employee. Official notification shall be submitted to the Employer prior to such leave being granted. The Employer shall provide leave for jury duty in accordance with all applicable laws.

ARTICLE 31 – BULLETIN BOARDS AND BUTTONS

Section 1. The Employer shall permit the Union the reasonable use of a bulletin board for the purpose of posting information. Copies of postings shall be provided to the General Manager in advance of posting and shall not be inflammatory, defamatory, or disparaging toward the Employer or the Employer's client.

Section 2. Employees shall be permitted to wear a one (1) inch Union button while performing their duties, provided the wearing of such button does not pose a hazard to the public, the employee, or machinery, and the button is not inflammatory, defamatory, or disparaging toward the Employer or the Employer's client.

ARTICLE 32 – NO STRIKE/NO LOCKOUT

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

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

Section 3. Union's Authorized Representative. It is further mutually agreed that the Local Union, will within two (2) weeks of the date of the signing of this Agreement, serve upon the Company a written notice, which notice will list the Union's authorized representatives who will deal with the Company, make commitments for the Union generally, and the Union shall not be liable for any activities unless so authorized.

Section 4. Unauthorized Activity and Union's Best Efforts. It is further agreed that in all cases of an unauthorized strike, slow-down, walkout, or any unauthorized cessation of work in violation of this Agreement, the Union shall not be liable for damages resulting from such unauthorized acts of its members. The Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above.

Section 5. Remedies. The Company shall have the sole and complete right to immediately discharge any Union member participating in any unauthorized strike, slow-down, walk-out, or any other cessation of work, and such Union member shall not be entitled to or have recourse to any other provisions of this Agreement.

Section 6. It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket lines, including the primary picket line of Unions party to this Agreement, and including primary picket lines at the Employers places of business.

ARTICLE 33 – TRANSFER OF COMPANY TITLE OR INTEREST

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assigns. In the event an entire operation or any part thereof is sold, leased, transferred or taken away by sale, transfer, lease assignment, receivership or bankruptcy proceedings, such operations shall continue to be subject to the terms and conditions of this Agreement for the life thereof.

In order to insure job security of the employees covered by this Agreement, the Company will notify the Union of pending U. W. systems actions which could result in the displacement of the Company with a new food service company at least sixty (60) days in advance, and the Company will also notify any possible new food service company of the existence of this Collective Bargaining Agreement between the Company and the Union during the bidding process with U. W. Parkside.

ARTICLE 34 – SEPARABILITY

Section 1. If any Article or Section of this Agreement shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained shall not be affected thereby.

Section 2. In either of the events set forth above, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon request, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

ARTICLE 35 – TOTAL AGREEMENT

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

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

ARTICLE 36 – MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials, and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement that are known to the Employer.

ARTICLE 37 – DURATION OF AGREEMENT

This Agreement shall commence on **June 1, 2019**, and shall continue in full force and effect through **May 31, 2023**. It shall be automatically renewed from year to year unless either party hereto shall serve notice in writing upon the other party by registered mail, return receipt requested, sixty (60) days prior to the expiration date of this Agreement or any extension thereof.

SIGNED ON BEHALF OF:

A'viands, LLC at
University of Wisconsin – Parkside
900 Wood Road
Kenosha, WI 53141

Steve West

6/13/19
Date

Date

SIGNED ON BEHALF OF:

Teamsters Local Union No. 200

Joe Bonclun

Business Agent

6/18/19
Date

APPENDIX “A” – CLASSIFICATIONS AND WAGES

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

Classification	Eff. 6/1/2019	Eff. 6/1/2020	Eff. 6/1/2021	Eff. 6/1/2022
Cook	\$15.85	\$16.35	\$16.85	\$17.35
Baker	\$15.60	\$16.10	\$16.60	\$17.10
Grill Cook	\$15.35	\$15.85	\$16.35	\$16.85
Food Service Worker	\$15.10	\$15.60	\$16.10	\$16.60

Section 2 **Newly-hired employees.** Newly-hired employees will receive the following:

Start	80% of the contract rate of pay
After 6 months	85% of the contract rate of pay
After 12 months	90% of the contract rate of pay
After 18 months	Contract rate of pay

Section 3. **Parking Passes.** The Employer will pay the cost of a year-to-year university parking pass for all employees if they are full-time employees, or if they become a full-time employee. An employee who leaves the employ of the Company will return the parking pass to the Employer.