

AGREEMENT

BY AND BETWEEN

SOUTHWEST FOODSERVICE EXCELLENCE, LLC

AT

**RIO RANCHO PUBLIC SCHOOLS
103 RIO RANCHO BLVD. NE SUITE B-5
RIO RANCHO, NEW MEXICO, 87124**

AND

**Workers United
Western States Regional Joint Board**

EFFECTIVE DATES:

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TO: AUGUST 31, 2024

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PREAMBLE

Section 1. This AGREEMENT made and entered into, by and between Southwest Foodservice Excellence, LLC at Rio Rancho Public School, 103 Rio Rancho Blvd. NE, Suite B-5, Rio Rancho, NM 87124 (“Employer”), and Workers United, Western States Regional Joint Board, SEIU, Local 2711R (“Union”), is for the purpose of providing a clear and concise document by which the parties can equitably establish a relationship within the meaning of the National Labor Relations Act.

Section 2. The Employer and the Union share a common goal of fostering an amicable and collaborative relationship that will directly facilitate the delivery of efficient, high quality services to the Employer’s clients and customers at competitive costs by employees who enjoy reasonable wages, benefits, and working conditions. Accordingly, the Employer and the Union recognize that it is the best interest of both parties and the employees that mutual responsibility and respect characterize all dealings between them. The Employer and the Union representatives at all levels will apply the terms of this Agreement fairly in accordance with its intent and meaning and consistent with the Union’s status as exclusive bargaining representative of all employees, as defined in Article 1 and the Employer’s right to manage the business profitably.

ARTICLE 1 – RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining representative with respect to salaries, hours of employment and other conditions of employment for all full-time and regular part-time employees employed by SFE at, Rio Rancho Public School, 103 Rio Rancho Blvd. NE, Suite B-5, Rio Rancho, NM 87124 in the classifications identified in Appendix A. Excluded from the bargaining unit shall be employees in classifications not identified in Appendix A, managers, confidential and clerical employees, professional employees, casual employees, temporary employees, supervisors, and guards as defined in the National Labor Relations Act.

ARTICLE 2 – DEFINITIONS

Section 1. Full-Time Employee: A “full time employee” is one who regularly works thirty-seven and one half (37 ½) or more hours per week over a fifty-two (52) week period. Should the Affordable Care Act be amended to include “seasonal workers” the union and the company will meet to discuss the impact.

Section 2. Part-Time Employee: A “part time employee” is one who regularly works less than thirty-seven and one half (37 ½) hours per week.

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

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

Section 5. Temporary Employee: A “temporary employee” is an employee hired on a temporary basis from a staffing agency.

Section 6. Measurement Period: An employee’s status as a full-time **employee** shall be determined on the basis of the employee’s average weekly hours during the fifty-two (52) week

measurement period beginning on the first day of each school year and ending on the day before the first day of the following school year and in each succeeding year as specified by the Employer's Corporate benefits Department. No employee shall fail to be classified as a full-time employee due to time spent on FMLA, Military (USERRA) or Temporary Unit Closing (TUC) leave. Employees who have been employed for less than one year as of the measurement date shall be classified as full-time or part-time in accordance with the procedures used by the company to classify partial-year employees under the Standard Benefits Plan.

Section 7. Historical Employee: A "historical employee" is an employee hired by the Employer on or before September 1, 2021 who previously was an employee of Sodexo at Rio Rancho Public Schools.

ARTICLE 3 – RESPECT AND DIGNITY

Section 1. 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 gender identity or expression, 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. This Agreement shall be interpreted to permit the reasonable accommodation of disabled persons as required by state and/or federal law, including the Americans with Disabilities Act (ADA). In the event such conflicting accommodation is permitted only if required to comply with said laws, the parties, at either's request, shall meet to discuss the proposed accommodation. The parties agree that any accommodation made by the Employer with the respect to job duties or any other term or condition of employment shall not in any way become applicable to any other individual, class or group of employees, but shall apply only to the person or persons accommodated in the particular situation. The fact that such person or persons was accommodated, and the manner and method of such accommodation, shall be without precedent and, therefore, may not be used or relied upon by any person for any purpose at any time in the future.

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

communicate effectively and have agreed to measures as set forth in Appendix D.

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 discontinue or relocate any portion or all of the operations now or in the future that are carried on at the facility covered by this Agreement; to schedule hours of work, including overtime; to add shifts or terminate existing shifts in accordance with customer need; to determine job content and classifications required; and to make and enforce all rules relating to work, operations, and safety.

ARTICLE 6 – UNION MEMBERSHIP

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

Section 2. Good standing membership in the Union for purposes of this Article means such membership in the Union through membership in Workers United, Western States Regional Joint Board. A list of new bargaining unit employees shall be sent to the Union via an email address provided by the Union.

Section 3. In the event that Section 1 may not be lawfully applied, all employees shall be informed by the Employer of the existence of this Agreement. The parties agree that the following Joint Statement shall be read or provided to employees at new employee orientation and posted in the workplace: “All employees of SFE at Rio Rancho Public Schools are covered under a collective bargaining agreement between SFE and Workers United, Western States Regional Joint Board. SFE is neutral on the subject of employees’ decision to join or not join the Union. No employee shall be discriminated against for either joining or not joining the Union. More information and a copy of the Union Contract can be obtained by calling the Union Office.”

Section 4. To simplify the Employer's and the Union's administration of this Section, the Employer shall upon the hiring of new employees provide each employee an application for union membership and dues check-off authorization form. The Employer shall remit the completed forms to the union monthly. At the beginning of the school year, the Union shall provide an unpaid thirty (30) minute orientation to all employees during the staff meeting. Such meeting shall be scheduled at the start of the agenda for the day. During the school year, all newly hired employees shall be entitled to receive an unpaid thirty (30) minutes orientation provided by the Union.

ARTICLE 7– DEDUCTION OF UNION DUES

Section 1. The employer agrees to deduct bi-weekly, if the Employer's payroll system permits, from the wages of each employee who so authorizes such deduction, the amount of regular initiation fees and monthly Union dues as certified to the Employer by the Secretary/Treasurer of the Union.

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

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

Section 4. The Union shall hold harmless the Employer from any and all claims that may arise out of the Employer's compliance with this Article.

Section 5. The Employer shall deduct monthly or weekly a flat dollar amount, if the Employer's payroll system permits, from the gross wages or salary of each employee who voluntarily executes the Property Service Civic Engagement Fund (PSCEF) payroll deduction authorization form that is Appendix E to this Agreement the contributions so authorized on that form, and remit those contributions to the Union at the same time that the Employer remits to the Union the Union dues that are separately voluntarily authorized by employees to be deducted from their gross wages or salaries and remitted to the Union pursuant to Article 7, Section 2 of this Agreement. The Employer may remit **(PSCEF)** contributions and Union dues to the Union by a single check, or by separate checks. With each **(PSCEF)** contribution remittance, the Employer shall provide the Union with a written itemization setting forth as to each contributing employee his or her name, Social Security number and total contribution amount. The parties acknowledge that the Employer's costs of administration of this **(PSCEF)** 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 provisions of this Agreement. The Employer's responsibility under this Section is limited solely to disbursing the funds to the Union as provided in this Section. The Union shall assume all responsibility for distribution of the **(PSCEF)** contribution remittance to the

(PSCEF'S) specified on the form that is Appendix E.

ARTICLE 8 – BARGAINING UNIT WORK

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

Section 2. The Employer will make efforts to limit the hiring of temporary agency employees; however there may be circumstances when the use of temporary agency employees is necessary. The use of temporary agency employees shall not permanently displace regular bargaining unit employees nor deprive bargaining unit employees of opportunities for overtime.

ARTICLE 9 – LABOR-MANAGEMENT & HEALTH AND SAFETY COMMITTEE

Section 1. The Employer and Union agree that there shall be a Labor-Management and Health and Safety Committee consisting of no more than four (4) individuals from each party, depending on unit size. Committee members shall be designated in writing, by each party to the other. Meetings will be held at mutually agreeable times and places so as to apprise the other of problems, concerns, and suggestions related to the operations and the workforce, 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 academic year and limited to one (1) hour. 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 their regular hourly rate for time spent at Labor-Management and Health and Safety 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. 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.

Section 3. The Employer agrees to take additional safety measures as set forth in Appendix F.

ARTICLE 11 – VISITATION

Section 1. This Article provides a Union visitation process that will ensure the proper balance between operations and the accredited representative visitation to the Employer's public and private business areas for the purposes of conferring with the Employer and the Union Steward

and monitoring the administration of this Agreement. Management can withhold access to the premises for legitimate reasons. However, access will not be unreasonably withheld.

Section 2. An authorized 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. The authorized representative will announce what location they intend to visit. Upon arrival on the Employer's or client's premises, the Union accredited representative will notify the General Manager or authorized designee, in person, of his/her presence prior to speaking to any employee. At that time, the General Manager or authorized designee will inform the Union accredited representative if there are any business reasons for limiting the Union's visitation with employees or visiting the premises. Such visitation shall not interfere with the work of the employees or the service to the customers of the Employer and will follow the client's security regulations.

ARTICLE 12 – UNION STEWARDS

Section 1. The number of Union Stewards is set forth in Appendix C. The Union shall advise the Employer in writing of the names of Union Stewards. One (1) Union Steward shall participate in each grievance procedure. Union Stewards, unless the Steward is the grievant, shall be recognized by the Employer as representatives of the employees for the purposes of enforcing this Agreement, and shall generally act as representatives of the Union on the job.

Section 2. A Union Steward may request to be released from his/her regular duties to investigate grievances on Employer time. Requests to conduct such investigations shall not be unreasonably withheld, provided, however, that in no event shall a Union Steward spend more than two (2) hours in any month investigating grievances unless otherwise approved in advance by the Employer. The Union 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.

Section 3. No Union Steward shall have any authority to order or cause any strike, slowdown, or cessation of work, and the Union Steward shall not interfere with the Manager in the Manager's running of the Unit.

Section 4. The Chief Steward will be considered the most senior employee for the purpose of layoff and recall only.

Section 5. If the overall number of bargaining unit employees—either in the total unit, on a specific shift, or in a specific work area—changes significantly, the Parties will meet to discuss the number of Stewards.

Section 6. Upon the Union's request and subject to the Employer's business requirements, union members serving as stewards or alternate stewards under this contract shall be granted special training leaves to attend group trainings provided by the Union. The size of the group attending such a training will be subject to business needs of the Employer but shall not be less than half the number of stewards provided for in this contract, and the time period for such group training leave shall not exceed two (2) days in any month or four (4) days in any year. Such leaves will be unpaid and will not adversely affect an employee's seniority or benefits. The Union will work with the Employer to schedule such training in a manner that minimizes the impact of the attendees' absence on the Employer's business, and will provide the Employer with as much notice as is practicable, which in any event shall not be less than five working days.

Section 7. The Chief Steward will work with the General Manager to develop a monthly schedule to allow the Chief Steward to have up to two (2) hours per month to meet with a Union Representative or bargaining unit employees, without loss of pay, for the purposes of training or contract administration. Management shall not unreasonably deny this time.

ARTICLE 13 – SENIORITY

Section 1. Employer Seniority will be used for determining vacation eligibility. Classification Seniority will be used for purposes of layoff, recall, vacation scheduling, shift preference, overtime, and job bidding, except to the extent specifically provided otherwise in the following Articles: Job Posting (Article 15), Lay Off and Recall (Article 16), Hours of Work and Overtime (Article 21), and Vacation (Article 26).

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

Historical Employees' seniority shall be defined as the employee's length of continuous service with the Rio Rancho Schools.

Section 2. The Employer shall furnish to the Union, upon its request, a copy of an up-to-date seniority list at the start of every contract year which shall include the name and address of each employee along with their most recent job title, noting any who have quit and any who are on leave of absence.

Section 3. Continuous employment shall be broken for any of the following reason. If such continuous service is broken, the employee shall be considered a new employee for all purposes, if and when rehired:

- a. Resignation or other voluntary termination of employment
- b. Discharge for just cause
- c. Absence of two (2) consecutive days without notice to the Employer
- d. Failure to notify the Employer of their intentions to return to work within five (5) working days after such notice is given. Such notice shall be deemed to have been sufficiently given if sent to the employee by a reliable, documented means of last address furnished by the employee the Company, or by email or text message by the last phone number or email address furnished by the employee to the Company.

ARTICLE 14 – PROBATION

Newly hired employees shall be deemed to be probationary during their first thirty (30) working days. The Employer may extend the probationary period for an additional thirty (30) working days. Days lost from work during the thirty (30) or sixty (60) working day probation period shall not be considered in computing the thirty (30) or sixty (60) working day period and shall not break the continuous employment. Notice of probation period extension shall be sent to the Union within five (5) working days of starting the extension period. During the probation period, an employee may be terminated in the sole discretion of the Employer without recourse to this Agreement. Unless otherwise provided in this Agreement, a probationary employee is not eligible for any benefits set forth in this Agreement.

ARTICLE 15 – JOB POSTING

Section 1. Any new position or vacancy as determined by management shall be posted on the bulletin boards that the employees read from, for not less than five (5) consecutive working days. Persons shall apply for the posted vacancies by sending a written request to the General Manager. All employees who are on layoff when an opening occurs shall be notified of the opening via text message at the last known phone number 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 notification to the Employee. The Employer will make every effort to conduct interviews within ten (10) working days of the closing of the posting.

Section 2. The posting shall contain the minimum qualifications, skill requirements, work year, workweek, wages, and job description for the posted position. Copies of all postings shall be given to the Chief Steward.

Section 3. All such vacancies shall, as determined by management, be filled by awarding the position to the most senior qualified employee who bids for that position and has not been awarded a position within the last twelve (12) months. Employees will be transferred or promoted in accordance with their seniority, provided that they have the necessary ability and experience and can meet the job description requirements. For purposes of this section, “seniority” shall mean Employer Seniority accrued at this unit.

Nothing contained in this Article shall prevent the Employer from temporarily filling a job vacancy for so long as necessary to fill the position with a qualified employee in accordance with this CBA.

Section 4. If there are no qualified bidders in accordance with the preceding Sections, the employer shall open the bidding to employees who have been awarded a position within the last twelve (12) months, provided they are qualified as stated in Section 3. If there are still not qualified bidders, the Employer shall have the right to go to the outside to fill the position.

Section 5. An employee filling a job classification covered by this Agreement from a lower-paid classification shall be on a trial period for the first twenty (20) working days worked in the new classification. If at any time during such trial period the Employer determines that the employee cannot meet the job requirements, the Employer may return the employee to that employee's former position. 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. Employees may elect to return to their original classification before the 20 working day trial is over. Employees may not elect to return to their original classification unless agreed to between the Employee and Employer. In the event that the Employer allows an Employee to return to their original classification, the Employee shall not be permitted to bid on a new job classification for a period of twelve (12) months.

Section 6. There shall be no restrictions on temporary or lateral transfers as long as the Employer maintains the employee's current rate of pay. If an employee bids on and is awarded a lower paid position or is laid off and bumps into a lower paid position, to the extent that an employee is paid over the classification starting rate, the employee shall have his/her hourly wage reduced by the difference between the starting rates of the two positions.

Section 7. To the extent that the Employer has followed the requirements of this Article 15, with respect to new or vacant positions and the Employer is unable to fill the open hours and/or position(s) with a full time, part time, or casual employee, the Employer shall be permitted to utilize

temporary employees for so long as necessary to meet the demands of the business or to fill the new or vacant position. Employer shall continue to utilize commercially reasonable efforts to fill the position with a bargaining unit employee.

ARTICLE 16 – LAYOFF AND RECALL

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

Section 2. Employees shall be given seven (7) days' notice, if possible, in cases of forecasted layoff. To the extent necessary for unforeseeable changes in business conditions, caused by public health emergencies, or an act of god, or within the first year of the CBA, the Company shall have the right to make immediate layoffs.

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

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

The employee may bump a less senior employee in the same or lower pay grade within their respective classification or the employee may bump a less senior employee in his or her former classification if his or her seniority in the former classification exceeds that of the least senior employee in that classification.

The affected employee(s) may request to fill a vacancy in their own or lower pay grade in any classification if, in the Employer's determination they are qualified and have the ability to perform within that classification, such determination shall not be made in an arbitrary fashion. To the extent that an affected employee opts to fill a vacancy in a lower pay grade, the employee will be paid the lower rate plus any premium that employee is paid over his or her own starting rate of pay during that period of vacancy.

Employees who have been laid off or displaced shall have the right of recall to any former job classification or any other job classification or which they are qualified in their own or lower pay rate, as applicable.

When work becomes available in that employee's classification from which they were laid off or displaced, they will be recalled in reverse order of their layoff or displacement.

For the purposes of recall notification the Employer shall notify the employee by a reliable, documented means at the last known phone number supplied by that Employee 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 on the date indicated by the Employer. If an employee was to need extra time, Employer and employee may mutually agree to extend the time to reinstatement.

ARTICLE 17 – LEAVES OF ABSENCE

Section 1. Upon written notice to the Employer, an employee with at least twelve (12) months of service may apply for a personal leave of absence of up to sixty (60) calendar days. An employee must submit a written request at least thirty (30) calendar days in advance; however,

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

Section 2. In the event an employee is hired or appointed to short-term employment with the Union, the employee shall be allowed to take leave, subject to the Employer's legitimate business needs. The Employee shall give a minimum of fourteen (14) calendar days' notice of such request. Such leave shall not exceed sixty (60) calendar days. No more than two (2) employees from the bargaining unit may be awarded such leave at a time. The Employer shall continue to pay for the employee's benefits during such leave provided that the Union and/or the employee reimburses the Employer in full for such benefits beginning on the first day of the month following the commencement of such leave. During such leave, the Employer will continue the seniority of the employee on leave and the accrual of benefits based on seniority.

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

Section 4. The employer shall administer all leaves that qualify as Family Medical Leave Act ("FMLA") leaves in accordance with FMLA and any applicable state law regarding similar leaves.

Section 5. An employee returning from FMLA/Union leave, or a personal leave of sixty (60) days or less, shall be entitled to reinstatement to his/her position, hours, and work unit unless the position has been eliminated or modified as a result of layoffs or other legitimate business needs. In such event, the employee may use their seniority as provided for in the Layoff and Recall Article (Article 16). Vacancies created by such leaves shall not be subject to the Job Posting requirements and may be filled temporarily at the employer's discretion.

Section 6. The employer may, in accordance with the Job Posting requirements, fill vacancies created by personal leaves of more than sixty (60) days. Employees returning from personal leaves of more than sixty (60) days shall be entitled to fill an existing vacancy that is consistent with their seniority qualifications. Employee may be permitted to use part-time, casual, or temporary employees, as necessary to fill vacancies created by personal leaves of absence.

Section 7. Holidays, vacations, sick days, and other benefit entitlements shall not continue to accrue during any leave of absence, except as required by applicable law and Section 2.

ARTICLE 18 – IMMIGRATION RIGHTS

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

Section 2.

a) No employee covered by this agreement shall suffer any loss of seniority, compensation, or benefits due to any changes in the employee's name or social security number, provided that the social security number is valid and the employee is authorized to work in the United States, provided, however, that in no event shall the Employer be required to be in violation of applicable laws in order to comply with this Section 2(a).

b) In the event that the employee has a problem with his or her right to work in the United States after completing his or her probationary period, the Employer shall notify the Union in writing prior to taking any action, and upon the Union's request, received by the Employer within forty-eight (48) hours of the Employer's notice to the Union, the Employer agrees to meet with the Union to discuss the nature of the problem to see if a resolution can be reached, provided, however, that in no even shall the Employer be required to be in violation of applicable laws in order to comply with this section 2(b).

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

Section 4. Should an Department of Homeland Security (DHS) agent demand entry into the Employer's premises or the opportunity to interrogate, search, or seize the person or property of any employees, then the Employer shall comply with the Department of Homeland Security (DHS) demand and immediately notify the Union Steward.

Section 5. In no event shall any portion of this Article be interpreted or applied to require the Employer to take any action in violation of the IRCA or any other applicable laws.

ARTICLE 19 – DISCIPLINE & DISCHARGE/JUST CAUSE

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

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

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

- a) First written warning
- b) Second written warning
- c) A final warning and disciplinary unpaid suspension of up to five (5) scheduled workdays
- d) Termination

Section 3. The progressive disciplinary steps described in Section 2 will not be applied, and employees will be subject to suspension or summary discharge in cases of serious misconduct, such as gross insubordination; fraud, theft, or misappropriation of company or client funds or

property; punching in or out for another employee or any other falsification of records; vandalism; use, possession, sale, distribution, or being under the influence while at work of alcoholic beverages or illegal drugs or other controlled substances; possession of firearms or illegal weapons at the work place or while on duty; engaging in, abetting, or threatening violence, physical harm, or abuse of fellow employees, management, or customers; or other conduct of a similar nature, seriousness, or culpability.

Section 4. In any disciplinary proceeding, the Employer may not consider and/or utilize any material adverse to the employee that occurred more than twelve (12) months prior to the current disciplinary action, provided no other disciplinary action has been taken against the individual within those twelve (12) months.

Section 5. An employee shall be permitted to have a 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 that employee. If the employee indicates that he/she wishes a steward to be present, and one is not available, the disciplinary meeting shall be temporarily postponed unless it is suspension or termination. In such cases, another bargaining unit person of the employee's choosing shall be asked to sit in as a witness. If it is not a suspension or termination, the discipline shall be delayed until the employee's next shift.

Section 6. Absence and tardiness issues shall be considered on a separate track from other disciplinary issues.

ARTICLE 20 – GRIEVANCE PROCEDURE

Section 1. A grievance shall be defined as any dispute arising out of the expressed terms or conditions contained within this Agreement.

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

Step 1: The parties share a common goal of attempting to resolve most matters informally without resort to the grievance process. Towards this end, the parties will attempt to address issues promptly as they arise. Any grievance shall be submitted in writing to the General Manager within ten (10) working days of its occurrence or on the date when the employee or the Union first became aware of the circumstances giving rise to the alleged grievance. The General Manager shall provide a documented response within five (5) working days after receipt of the grievance.

Step 2: If not resolved satisfactorily at Step 1, a grievance shall be submitted in writing to the Director of Area Operations or their designee by the Union's representative or their designee within seven working days after receipt of the response at Step 1. The grievance shall set forth the alleged facts of the grievance, the specific Article(s) and Section(s) alleged to have been violated, and the remedy that is being sought. Either the Director of Area Operations 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 five (5) working days of being requested and will never exceed two (2) paid employees. Within five (5) working days of the meeting the Employer shall deliver to the Union a written reply, which shall provide for a decision in the matter and the reason(s) for the decision.

If the grievance is not resolved after the procedures in Step 2 have been completed, the parties,

by mutual agreement, may refer the matter to non-binding mediation. Such referrals shall occur within five working days after the union receives the written response from the Director of Area Operations. The Grievance Mediation procedure is set forth at Appendix G.

Arbitration: If the grievance cannot be satisfactorily adjusted at Step 3, the matter may be referred by the Union for final decision and determination to an impartial arbitrator. A request for arbitration shall be filed in writing with the Federal Mediation and Conciliation Service (FMCS) no later than thirty (30) calendar days following the receipt of the written Step 2 answer. Both the Employer and the Union agree to be bound by the rules and regulations of the FMCS. Each party to this Agreement shall bear the expenses of preparing and presenting its own case. The fees and the expenses of the Arbitrator, together with any incidental expenses mutually agreed upon in advance, shall be borne equally by the parties.

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

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

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

Section 5. A class action grievance involving more than one work location may be submitted at the second step of the grievance procedure.

Section 6. With the exception of Employees who have been terminated, the Employer shall pay employees at their regular wage rate when they are involved in the grievance discussion and meetings with the Employer, when such meetings take place during their regularly scheduled, normal working hours.

Section 7. Should the grievance not be resolved at the existing step or should there be no response from the Employer within the specified time limits, the grievance may be carried to the next step.

Section 8. To facilitate the efficient and timely administration of this article, Union Representatives may participate in grievance investigations and meetings via telephone, and union stewards will have access to telephones and facsimile machines for the sole purpose of communicating with union representatives regarding a pending grievance. Such access shall be limited to reasonable times so as to properly balance the company's concern for maintaining efficient operations and the union's ability to address necessary aspects of a pending grievance.

Section 9. Summary Table of Grievance Procedure.

Step	Parties Involved	Time Limits
1	Union: Grievant, Shop Steward Employer: General Manager	10 Working Days: Written Grievance 5 Working Days: Response

2	Union: Union Rep or Designee Employer: Director of Area Operations	7 Working Days: Written Step 2 Grievance 5 Working Days: Meeting between parties 5 Working Days: Written Response from DAO
3		5 Working Days: Mutual decision to seek mediation or 30 Calendar Days: To seek arbitration

ARTICLE 21 – HOURS OF WORK AND OVERTIME

Section 1. The “workweek” shall consist of a seven-day period beginning at 12:00 a.m. Saturday and ending at 11:59 p.m. Friday. The parties understand and agree that the beginning and the end of the workweek may change as a result of changes to the Employer’s payroll or timekeeping systems. The Employer will contact the union at least two (2) weeks before any change in the payroll period.

Section 2. All work performed in excess of forty (40) hours per week shall be deemed to be overtime and shall be compensated at the rate of one and one-half (1 ½) times the employee’s regular hourly rate of pay, or in accordance with the requirements of applicable state law.

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

- a) If the employee is at work and it is within their classification, they will be asked.
- b) Volunteers will be asked beginning with the most senior qualified employee.

c) The least senior qualified employee will be required to perform the work. If the least senior employee refuses the extra hours/overtime assignment, the Employer is free to fill the position from any available source. The least senior employee refusing extra hours/overtime may be subject to discipline.

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

Section 5. Employees who work five (5) or more hours in a day shall receive a fifteen (15) minute paid duty-free lunch period. Employees who work seven (7) or more hours in a day shall receive an additional fifteen (15) minute paid break. Such breaks will be scheduled by a manager.

Section 6. The Employer shall provide a free, wholesome meal as determined by management. The meal must be consumed on work premises.

Section 7. The work schedule shall be posted at least one (1) week in advance of its effective date.

ARTICLE 22 – WAGES

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

Section 2. Any employee who works in a higher classification for a minimum of two (2) hours shall receive thirty cents (\$0.30) per hour above the employee's current rate of pay or the difference between the starting rate of pay for that higher classification and the starting rate of pay for the employee's current classification, whichever is greater for the hours so worked. An employee temporarily assigned to work in a lower paid classification shall retain their rate. Any employee who receives a promotion to a higher classification shall receive thirty cents (\$0.30) per hour above the employee's current rate of pay or the difference between the starting rate of pay for that higher classification and the starting rate of pay for the employee's current classification, whichever is greater.

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

Section 4. Employees shall be paid in accordance with the Employer's payroll system. Employer will notify the Union at least ten (10) days before any change is made.

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

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

ARTICLE 23 – REPORTING PAY

Section 1. Regularly scheduled employees shall be guaranteed a minimum of one-half (1/2) of their regularly scheduled hours at their applicable rate on a day they are required to report to work, unless the Employer notifies them not to report to work at least one (1) hour in advance by calling or texting them at their last known telephone number provided by the employee to the Employer, the School is closed by the District due to inclement weather conditions, or the School District announces opening late or closing early. Notification of such closure may be subject to public announcement by the School District, provided such announcement is at least one (1) hour in advance of the start of the employee's shift.

Section 2. Section 1 of this Article shall not apply to an employee's attendance at mandatory meetings held by the Employer for which a session has been scheduled to begin or end within two hours of the employee's scheduled shift. In such cases, employees will be paid for actual time spent at the applicable rate for their regular job classification.

ARTICLE 24 – CALL IN EMERGENCY

Section 1. When an employee is called during the employee's time off to report for a work assignment outside of the employee's scheduled shift, it shall be considered a call in emergency. However, when an employee is requested to remain late on a day on which the employee has

reported for work or when prior to leaving work, an employee has been requested to report for work on a subsequent day at either the employee's regular or non-regular starting time, it shall not be considered a call in emergency.

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

ARTICLE 25 – HOLIDAYS

Section 1. All full-time and part-time non-probationary employees of the bargaining unit shall be entitled to the paid holidays each year, as enumerated in Appendix H.

Section 2. Payment for holidays shall be based on an individual employee's regularly scheduled hours and regular rate of pay. In the event an employee works on a holiday, the employee shall receive an additional day's pay.

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

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

ARTICLE 26 – PTO

Section 1. All employees who are normally scheduled at least thirty (30) hours per week or more and Historical Employees are eligible for PTO. Employees normally working less than thirty (30) hours per week, casual, or temporary employees are not eligible to accrue PTO.

Section 2. Historical Employees will accrue their PTO at the rates that follow below:

- Historical Employees with 1-10 years of service shall be entitled to 7 days of PTO.
- Historical Employees with 11-15 years of service shall be entitled to 10 days of PTO.
- Historical Employees with 16-20 or more years of service shall be entitled to 15 days of PTO.
- Historical Employees with 20 or more years of service shall be entitled to 20 days of PTO.

Historical Employees shall only be permitted to use their PTO only when the operation is in recess, or as follows: family emergencies, FMLA leave. Historical employees will accrue their PTO on a pro-rata basis.

Section 3. Non-Historical Employees shall accrue PTO as follows: length of service determines the rate at which an employee will accrue PTO. PTO does not accrue during unpaid leaves of absence. PTO hours will be accrued per pay period, beginning with the first payroll in July, or the first pay period following initial hours submitted, through June 30. The amount of PTO

hours accrued per pay period is determined by the number of “actual” hours worked per week with a maximum of eighty (80) regular hours which equates to 2.91 hours per payroll. Overtime hours are not included in PTO calculation. Hours worked less than eighty (80) will be prorated.

Per payroll grants will be as follows: For employees with less than five (5) years of service, the maximum amount of PTO will be eight (8) days. For employees with more than five (5) years of service, the maximum amount of PTO will be thirteen (13) days.

Section 4. Employees become eligible for a higher accrual rate on the first day of the pay period in which the employee’s anniversary date falls.

Section 5. Employees are required to use available PTO when taking time off from work, provided, however, that to the extent that employees are receiving sick leave pursuant to New Mexico State Law, they shall not be permitted to use PTO for unscheduled sick time off, a company-required absence due to low workload or absences occasioned by the company. Whenever possible, PTO must be scheduled in advance. PTO is subject to supervisory approval, department staffing needs and established departmental procedures. Unscheduled absences will be monitored. Hourly employees may not go negative in their PTO banks.

Section 6. Employees will be paid upon resignation, separation or retirement and at the end of every fiscal year for all PTO hours accrued but not used. PTO payout is considered taxable income. The payout of any accrued and unused PTO will appear in the Employee’s last paycheck or will follow any state rule that requires more immediate payout. Employees whose positions are eliminated through a reduction in force are paid PTO on the pay date following the date of notification or will follow any Federal or State rule that requires more immediate payout.

Section 7. Employees will not be permitted to use PTO during the academic year except for the following circumstances subject to management approval:

- a) Family emergencies;
- b) Family vacations that have been planned and approved by the Employer in advance;
- c) When the operation is in recess;
- d) FMLA

Section 8. Vacation days may be taken in half-day increments during the academic year on those days when there are partial serving days.

ARTICLE 27 – SICK LEAVE

Beginning July 1, 2022, Employer will abide by New Mexico’s “The Healthy Workplaces Act”.

ARTICLE 28 – 401K PLAN

Employer will provide eligible employees the opportunity to enroll in Employer’s standard 401K plan. The plan and benefits may be adjusted from time to time in line with changes in the plan.

ARTICLE 29 – INSURANCE

The following terms shall govern the provision of health, dental, vision, life and disability insurance benefits for each insurance plan year:

Section 1. Standard Benefits Plans. Company will provide eligible employees the opportunity to enroll in Medical benefits through a Company sponsored carrier. The plan(s), plan design(s)

and schedule(s) of benefits may be adjusted from time to time in line with changes in the Medical benefits package for all Company employees or as required by law. Other changes might include a change in the insurer, health maintenance organization, or other service provider that provides the benefits or establishes the network of participating providers.

Section 2. Eligibility to Participate. Each employee's eligibility to participate in the Standard Benefits Plans in each insurance plan year shall be determined on the basis of the employee's hours worked or paid (as such hours are defined by the Employer with respect to the eligibility of employees generally to participate in the Standard Benefits Plans) in the fifty-two (52) week period beginning on April 1 and ending on March 31 or such other date each year as the Employer's Corporate Benefits Department shall select. No employee shall fail to be classified as full-time due to time spent on FMLA, Military (USERRA) or Temporary Unit Closing (TUC) leave.

Employees who have been employed for less than one year as of the measurement date shall be classified as full-time or part-time in accordance with the procedures used by the Employer to classify partial-year employees under the Standard Benefits Plans. In no event will an employee's classification or change in classification be effectuated in a manner that violates the Affordable Care Act ("ACA") or other applicable law. Nothing in this Article shall be construed to alter the definitions of full-time and part-time employees set forth in Article 2 of this Agreement, it being understood, however, that such definitions do not apply to the determination of eligibility to participate in the Standard Benefits Plans, which shall be determined solely in accordance with the terms and conditions applicable to such plans.

Section 3. Contributions. Employee contributions for benefits will be based upon the Employers rates, and are subject to change from time to time in accordance with changes made for all Company employees or as required by law.

Section 4. Dental and Vision Plans. Dental and Vision Plans may be offered in accordance with the terms and conditions of the Standard Benefit Plans. The Employer shall deduct the employee's premium from each paycheck on a pre-tax basis.

Section 5. Life Insurance. The Employer shall provide life insurance coverage free of cost in accordance with the Standard Benefit Plans. 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 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.

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

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

ARTICLE 30 – TRAVEL ALLOWANCE

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

ARTICLE 31 – BEREAVEMENT LEAVE

Section 1. This benefit is available for full time 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 two (2) scheduled workdays for the purpose of bereavement and/or attending the funeral and providing for matters incident to the death. Employees shall be paid at their regular rate of pay times their regular hours worked.

Section 3. For the purposes of this Article, the term “immediate family” shall be defined as current husband, current wife, current domestic partner, children or stepchildren, parents or legal guardian, brother, sister, grandparents, grandchild, current mother-in-law, and current father-in-law, or any other relative residing with the employee. Biological, adopted, foster, legal wards or step-in-loco parentis relationships are considered immediate family members pursuant to this Article 31.

Section 4. If the funeral is more than one hundred fifty (150) miles (one-way) from the employee’s residence, one (1) additional day of paid leave may be granted to an employee. Employees who are on leaves of absence are not eligible for bereavement leave. Employees will receive compensation equal to what would have been earned had they worked their normal schedule, not including overtime pay.

ARTICLE 32 – JURY DUTY

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

Section 2. All employees who have been called for jury duty shall be granted leave with pay for a period not to exceed twenty (20) working days in any calendar year. The pay for such leave shall consist of the difference between the employee’s regular rate of pay and 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 33 – BULLETIN BOARDS AND BUTTONS

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

Section 2. Employees shall be permitted to wear a one-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 34 – UNIFORMS

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

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

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

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

Section 5. Except for a one-inch Union button as provided in this Agreement, no non-uniform apparel shall be worn.

ARTICLE 35 – NO STRIKE/NO LOCKOUT

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

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

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

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

ARTICLE 36 – SUCCESSORS

Section 1. This Agreement shall be binding upon the parties, their successors, and assigns. In the event the Employer's facilities are sold or assigned, the Employer shall notify the Union in writing and give notice to the purchaser or assignee of the existence of, and operations covered by this Agreement.

ARTICLE 37 – SAVINGS CLAUSE

Section 1. If any provision of this Agreement is subsequently rendered by legislative or administrative action or declared by any court of competent jurisdiction to be unlawful, unenforceable or not in accordance with applicable law, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, and the parties agree immediately to negotiate for the invalidated portion thereof.

ARTICLE 38 – 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 39 – DURATION OF AGREEMENT

Section 1. This Agreement shall be in full force and effect as of September 1, 2021 and shall be in effect up to and including August 31, 2024. If either party desires to negotiate changes in this Agreement to take effect upon its termination, the party shall give reasonable notice of such intent.

Section 2. If the Agreement terminates in accordance with Section 1 of this Article before the parties reach agreement on the terms of a successor collective bargaining agreement, there shall be a “Cooling-Off Period” during which neither party may engage in strikes, lockout, picketing, unilateral changes in the Agreement, or other economic actions. This Agreement shall be extended for the duration of the Cooling-Off Period. During the Cooling-Off Period, the Employer and the Union will make every reasonable effort to negotiate and agree upon a successor collective bargaining agreement. The Cooling-Off Period shall be for a minimum of 60 days, unless extended by mutual agreement of the parties. Economic improvements contained in a successor agreement that become effective upon the effective date of the successor agreement shall be retroactive to the expiration date of this Agreement, unless the parties otherwise mutually agree.

IN WITNESS WHEREOF, Southwest Foodservice Excellence, LLC,., Rio Rancho Public School, 103 Rio Rancho Blvd. NE, Suite B-5 , Rio Rancho, NM 87124 and Workers United/WSRJB/SEIU, have caused this Agreement to be signed by their duly authorized representatives as of this _____ day of _____.

**Southwest Foodservice Excellence, LLC
At RIO RANCHO PUBLIC SCHOOLS
103 Rio Rancho Blvd. NE, Suite B-5
RIO RANCHO, NM 87124**

**WORKERS UNITED
Western States Regional Joint Board**

Allison L. Purmont
F5D6E142AC89B9151D37A420AD59FCC0 contractworks

Maria Rivera

**Maria Rivera
Regional Manager**

12/10/2021

Date

12/8/21

Date

Jamie P Hill
C8F7E9403BCD497D90DFB4B6495E140E contractworks

Juan Flores

**Juan Flores
Laundry & Misc Division Director**

12/13/2021

Date

12/8/21

Date

APPENDIX “A” (WAGES)

Section 1.

Classification Starting Rates:

Classification	Current	9/1/2021	9/1/2022	1/1/2023	9/1/2023
Lead	\$12.10	\$12.45	\$12.90	\$13.30	\$13.50
FSW	\$11.25	\$11.60	\$12.05	\$12.45	\$12.65
Driver	\$13.30	\$13.65	\$14.10	\$14.50	\$14.70

Annual Wage Increases:

9/1/2021: \$0.35

9/1/2022: \$0.45

1/1/2023: \$0.40

9/1/2023: \$0.20

Longevity Increases:

Effective Date	5 years to 9 yrs	10 years to 15 yrs	15 years to 20 yrs	Greater than 20 yrs of service
9/1/19	.10	.15	.25	.30

Section 2. Employees shall receive wage increases on September 1st of each year, based on the number of years of completed service as of September 1st of each calendar year.

Section 3. Incentive Pay: Employer shall continue the current practice of providing all employees with a \$20.00 gift certificate for Christmas or any other gift for Christmas at Christmas at management discretion.

Section 4. Attendance Bonus: Employer shall provide employees with the ability to earn a perfect attendance bonus during each month of the academic year. Employees with perfect attendance during any month they are scheduled to work will receive an attendance bonus of \$50.00. For purposes of this Section, “perfect” attendance shall mean accruing no attendance “Occurrences” per the attendance policy.

APPENDIX “B” (UNIFORMS)

Section 1. The Employer will provide Employees with three (3) shirts and two (2) aprons at hire. Following the initial uniform provision, Employees may reasonably request additional shirts and/or aprons, for replacement as a result of normal wear and tear.

Section 2. The uniform consists of:

- Shirt
- Black Pants
- Apron
- Black Slip Resistant Shoes.

Section 3. The Employer will provide each employee who returns from the previous year with the amount of \$50 per year as a uniform allowance. Newly hired employees will receive a \$50 uniform allowance upon the completion of ninety (90) working days.

Section 4. The Employer will provide a twenty percent (20%) discount towards shoe purchases through the Employer preferred supplier.

APPENDIX “C” (UNION STEWARDS)

Section 1. There shall be four (4) union stewards and two (2) alternates.

Section 2. The Union shall appoint one of the stewards as a “Chief” steward.

APPENDIX “D” (ETHNIC DIVERSITY AND CULTURAL ISSUES)

Section 1. The parties recognize that many recent immigrant workers are employed by the Employer, and are a vital element to the success of the facility. While English is the language of the workplace, the Employer recognizes the right of employees to use the language of their own choice among themselves where such use does not adversely affect the operation, work performance, or customer service levels.

Section 2. The Employer is committed to a program to improve its ability to communicate with employees who do not communicate in English and will consider reasonable recommendations of the labor management committee to accomplish this.

Section 3. If a substantial number of Employees at the Unit have a primary language other than English, the Employer will take reasonable steps, where practical, to post significant notices in both English and the predominant non-English language. If management cannot communicate effectively with an employee, the Employer will allow, upon request and if available, an employee translator from the bargaining unit chosen by the employee to facilitate communications, provided the individual is on the premises at the time requested.

Section 4. If the primary language for more than twenty-five (25) employees at the Unit is a single language other than English, the Employer and the Union will pay an equal amount of costs for translation and copying of this Agreement in English and that non-English language. For purposes of arbitration, the English version shall prevail in any conflict of meaning arising out of the translation. The Employer will not share the cost for translation and copying into more than one non-English language.

APPENDIX “F” (SAFETY)

Section 1. **Protection from Heat Stress.** The Employer shall provide an adequate number of clean drinking fountains or containers of water and clean cups to allow for easy access by employees for frequent drinking. The Employer shall take all reasonable measures to review reducing heat exposure, including exhaust ventilation, fans, air cooling, insulating of steam and other hot equipment, rest breaks and will consider recommendations provided by the Safety and Health Committee.

APPENDIX “G” (GRIEVANCE MEDIATION)

The process below is intended to give effect to the Grievance Mediation process set forth in Article 20, Section 2 of the Agreement. The Parties agree that this Appendix is not intended to modify any terms of the Agreement, and the Agreement shall prevail in the event any terms of the Agreement may conflict with the terms of this Appendix.

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

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

Section 3. Authority of Mediator. The mediator may conduct the mediation conference using all of the customary techniques associated with mediation including the use of separate caucuses. FMCS rules protecting the mediator’s confidentiality and immunity from providing testimony in any subsequent arbitration case, court proceeding, or administrative tribunal shall apply to FMCS grievance mediation. FMCS and the Mediator will be held harmless of any claim of damages arising from the mediation process. The Mediator shall have no authority to compel resolution of the grievance, or to recommend altering, amending or modifying any provisions of this Agreement; or to actually alter, amend or modify any provisions of this Agreement.

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

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

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

APPENDIX “H” (HOLIDAYS)

- Martin Luther King Day or a personal floating holiday
- Good Friday or a personal floating holiday
- Labor Day
- Thanksgiving
- Day After Thanksgiving

APPENDIX “I” (PRINTING AND DISTRIBUTION COSTS)

The parties agree that the Union shall print and distribute copies of this Agreement to covered employees. The Employer agrees to reimburse the Union for one-half the cost of printing up to one hundred (100) copies of this Agreement. The cost per copy of this Agreement to the employer shall not exceed \$1.00.

APPENDIX "J" (TEMPORARY TRANSITIONAL DUTY PROGRAM)

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

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

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

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

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

APPENDIX "K" (ATTENDANCE POLICY)

An "Excused Absence" occurs when all of the following conditions are met:

- An employee provides to his or her supervisor notice at least forty-eight (48) hours in advance of the absence, except when using available sick time per New Mexico Law; and
- The absence request is approved in advance by the supervisor; and
- The employee has sufficient accrued paid time off ("PTO") to cover the absence, or the employee is requesting an unpaid absence

An "Unexcused Absence" occurs when any of the above conditions are not met, including but not limited to unscheduled days due to illness or injury for which the employee does not have sick time (not work place related).

Section: Disciplinary Action

An occurrence of an Unexcused Absence, Tardiness, or Early Departure is considered one (1) "Occurrence" for purposes of disciplinary action.

Consecutive days of an Unexpected Absence for an illness or injury will be considered as one (1) collective "Occurrence."

Each failure to report for scheduled work will be assessed occurrences. Occurrences will be assessed on the following scale:

Absence	Occurrences Assessed
Full day absence	1
Tardy, before the first ½ hour of work	½
Tardy, after the first ½ hour of work	1
Leave early	1

When an employee's occurrences reach the following totals, they will receive the indicated discipline. The time period used for assessing the totals will be a rolling 12-month basis.

To the extent that an employee incurs no Occurrences in any rolling 6-month period, SFE shall remove one Occurrence from that employee's disciplinary record.

The following progressive disciplinary actions will be assessed for accumulated occurrences:

Occurrences	Discipline
1	First Written Warning
2	Second Written Warning
3	A final written warning and disciplinary unpaid suspension of up to five (5) scheduled work days
4	Termination

Discipline and discharge shall be detailed in the collective Bargaining Agreement between the parties.

MEMORANDUM OF UNDERSTANDING

Between
Workers United, WSRJB
And

SOUTHWEST FOODSERVICE EXCELLENCE, LLC

The Employer shall offer catering work, summer employment, or other extra hours of work as per Article 21, Section 3 of the Collective Bargaining Agreement to qualified bargaining unit employees within the needed classification prior to offering it to agency or non-bargaining unit employees. The Employer shall post a sign up list twice per school year in August and January. The Employer shall offer the work by rotation in order of seniority; however, the Employer may first offer the work to qualified employees whose performance of the work shall not result in overtime pay. The Employer shall follow the signup sheet and agrees to call those on the list prior to contacting employees not on the list. If the assignment of work does result in overtime for an employee, the Employer shall not further adjust the employee's schedule in order to avoid the payment of overtime.

**SOUTHWEST FOODSERVICE EXCELLENCE, LLC, AT WORKERS UNITED, WSRJB
RIO RANCHO PUBLIC SCHOOLS
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RIO RANCHO, NM 87124**

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**Allison L. Purmort
General Counsel**

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**Maria Rivera
Regional Manager**

12/09/2021

Date

12/8/21

Date