

COLLECTIVE BARGAINING AGREEMENT

by and between

SDH EDUCATION WEST, LLC a subsidiary of SODEXO INC. and affiliated with  
SODEXO MAGIC LLC.

At

CHICAGO PUBLIC SCHOOLS

and

INTERNATIONAL UNION OF OPERATING ENGINEERS OF  
CHICAGO, ILLINOIS AND VICINITY  
LOCAL NO. 399

JULY 1, 2020 THROUGH JUNE 30, 2023

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AGREEMENT FOR PERIOD  
JULY 1, 2020 THROUGH JUNE 30, 2023

THIS AGREEMENT made and entered into as of the 1st day of July, 2020 by and between SDH Education West LLC, a subsidiary of Sodexo Inc. and affiliated with Sodexo Magic LLC at CHICAGO PUBLIC SCHOOLS, hereinafter referred to as the "Company" or "Employer"

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 399 (AFL-CIO), on behalf of represented employees employed at the jobsite(s) listed on Addendum A, attached hereto and made part of this Collective Bargaining Agreement, hereinafter referred to as the "UNION" agree as follows:

SECTION 1.

The Employer agrees to the following terms of this Agreement for the jobsite(s) listed on Addendum A. During the term of this Agreement the jobsite(s) may be amended by written notice to the Union. Such site(s) shall either be deleted from the Addendum, or added to the Addendum and made part of this collective bargaining agreement. It is further understood and agreed that the employees covered under this agreement shall be assigned to a specific jobsite(s) and may not be transferred without written consent of the Union and employee, except for the provisions on Section 26 of this Agreement. Delay in notices does not release obligations under this agreement.

SECTION 2. RECOGNITION - JURISDICTION

The Employer recognizes the Union as the exclusive collective bargaining representative for all employees engaged in the following operations: operating or assisting in operating all heating, ventilating, and air-conditioning equipment (HVAC), engines, turbines, motors, combustion engines, pumps, air compressors, ice and refrigerating machines, fans, siphons, also automatic and power-oiling pumps and engines, operating or assisting in operating, maintaining all facilities, including all instrumentation and appurtenances utilizing energy from nuclear fission or fusion and its products, such as radioactive isotopes. The Union has represented to the Employer that its jurisdiction is as stated in Schedule A.

SECTION 3. RESPONSIBILITY FOR WORK

- A. The bargaining unit employees consisting of Engineer, and where applicable, Assistant Chief Engineer, Chief Engineer and Zone Engineer, shall be responsible for and shall operate and maintain in good running order all machinery and equipment for which they are responsible. They shall perform all work that has traditionally and historically been within the work jurisdiction of the engineers, except that they shall not be required to perform major repairs not reasonably expected of an Engineer or monitor equipment while away from the job site without compensation for time spent in such activity.
- B. All work of the bargaining unit shall be performed by unit employees, and the Employer shall not sublet or contract out bargaining unit work (except major repairs not reasonably expected of an engineer) without the agreement of the Union. In this event, the Employer,

the proposed subcontractor, and the Union shall execute a Memorandum of Agreement in the form prescribed by the Union. Should the Subcontract Agreement be terminated within a period of one (1) year, the employees of the jobsite(s) still employed by the Subcontractor at the jobsite(s) shall be entitled to employment at the jobsite(s) with no loss of seniority or benefits, provided there are positions available. If the provisions of this paragraph are violated by the Employer, the no-strike clause and grievance and arbitration procedure shall become inoperative and the Union shall be free to take any lawful action against the Employer.

- C. Employees shall obey all orders of those in authority. The Employee shall not be unfairly disciplined as a result of having received conflicting orders from persons having apparent authority.

#### SECTION 4. NON-DISCRIMINATION

- A. Neither Employers nor the Union will discriminate against applicants or employees with regard to employment, tenure or any other term or condition of employment on the basis of race, sex, color, age, religious creed or national origin or ancestry in violation of any law.
- B. Whenever in this Agreement the masculine gender is used, it shall be deemed to include the feminine gender.

#### SECTION 5. EMPLOYMENT TERMINATION-DISCIPLINE-SEVERANCE PAY

- A. The right to employ, discipline, discharge and lay off for cause shall be vested solely in the Employer, but the Union shall have the right in case of discharge, discipline, or layoff to investigate the reasons therefore and to protest such discharge, discipline, or layoff through the grievance procedure. The Employer shall provide the Union with a copy of any written work rules or amendments thereof applicable to bargaining unit employees which are promulgated during the term of this Agreement.
- B. Except for discharge for intoxication, insubordination, habitual absence, gross negligence, or the unlawful use or possession of drugs or controlled substances, the Employer shall give to the employee written notice ten (10) days prior to the effective date of the discharge, or ten (10) days pay, in addition to all other benefits which the employee had accrued, to date of discharge. The day on which the notice is given shall be excluded from the ten (10) day period. The employee may resign by giving to the Employer the same notice.
- C. Any employee in the service of an Employer continuously for one (1) year or more whose employment with the Employer is permanently terminated because of technological improvements or the closing of a jobsite(s), shall be eligible to receive a severance allowance equal to one percent (1%) of his straight time earnings during the twelve (12) month period immediately preceding notice of separation multiplied by the number of employee's full years of continuous service with the Employer as of the date of separation. For purposes of this Section, the Employer shall not count the years of service the employee may have had with other Employers. Upon acceptance of severance pay, the employee shall be deemed to have waived all future rights of employment with the Employer.

- D. The names and addresses of all employees newly hired or discharged shall be sent to the Union by the Zone Engineer within 72 hours after their hiring or discharge. A newly hired employee, without previous service with the Employer, shall be considered as a probationary employee for the first 6 months of his employment and shall not have the benefit of subsection (B) above or recourse to the grievance procedure.
- E. UNION SHOP - All present employees who are members of the Union on the effective date of this Agreement or on the date of the execution of this Agreement, whichever is the later, shall remain members of the Union as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members of the Union as a condition of employment on and after the 61st day following the beginning of their employment or on and after the 61st day following the effective date of this Agreement or the date of this Agreement, whichever is the later.
- F. CHECK-OFF - The Employer agrees that, for the term of the current collective bargaining agreement, or any extension thereof, between the Employer and International Union of Operating Engineers, Local 399, (the "Union"), it will deduct Union dues from the earnings of Employees from whom it has received lawfully executed written deduction authorizations, and remit such dues to the Treasurer of the Union or such other person as may be designated in writing by the Union. The Union will notify the Employer in writing of the exact amount to be deducted and will indemnify and hold the Employer harmless against any claims or liability incurred by reason of such deductions.
- G. PEF - Effective July 1, 2020, the Employer will deduct a minimum of ten dollars (\$10.00) per month from employees' wages on the basis of individually signed, voluntary authorized deductions forms. It is agreed that these authorized deductions for the Local 399, International Union of Operating Engineers Political Education Fund (Local 399 IUOE PEF) are not conditions of membership in the International Union of Operating Engineers, Local 399 or of employment with the Employer. Payments will be made either by a separate check payable to Local 399 IUOE PEF or via wire transfer at the Employer's option. It is understood and agreed that the cost of administering this payroll deduction for the Local 399 IUOE PEF has been incorporated in the economic package provided under the terms of this Agreement, and therefore, the International Union of Operating Engineers, Local 399 is not required to reimburse the Employer for the costs of such administration. The Union will indemnify and hold the Employer harmless against any claims or liability incurred by reason of such deductions.

It is understood and agreed that the cost of administering this payroll deduction for the Local 399 IUOE FED PAC has been incorporated in the economic package provided under the terms of this Agreement, and therefore, the International Union of Operating Engineers, Local 399 is not required to reimburse the Employer for the costs of such administration. The Union will indemnify and hold the Employer harmless against any claims or liability incurred by reason of such deductions.

## SECTION 6. WAGES: OPERATING ENGINEERS

Effective July 1, 2020, there shall be an increase in the current hourly wage of \$42.66 for operating engineers in the amount of One Dollar and Twenty-Eight cents (\$1.28), establishing a rate of \$43.94 per hour.

Effective July 1, 2021, there shall be an increase in the amount of One-Dollar and Forty-Three cents (\$1.43) to the hourly wage, establishing a rate of the amount of \$45.37.

The Union shall notify the Employer of the allocations to the Pension contributions, Health & Welfare contributions which may include an allocation to the Health Reimbursement Arrangement (HRA) accounts, and/or Educational Training Fund contributions, that are designated by the Union pursuant to the provisions within Section 6 of the 2020-2023 IUOE Independent Contractors Agreement no later than June 1, 2021. The Employer agree to make the designated contributions to the Union effective July 1, 2021.

Effective July 1, 2022, there shall be an increase in the amount of One-Dollar and Forty-Seven cents (\$1.48) to the hourly wage, establishing a rate of the amount of \$46.85.

The Union shall notify the Employer of the allocations to the Pension contributions, Health & Welfare contributions which may include an allocation to the Health Reimbursement Arrangement (HRA) accounts, and/or Educational Training Fund contributions, that are designated by the Union pursuant to the provisions within Section 6 of the 2020-2023 IUOE Independent Contractors Agreement no later than June 1, 2022. The Employer agree to make the designated contributions to the Union effective July 1, 2022.

ASSISTANT CHIEF ENGINEER (where applicable) shall have a minimum differential of 7% in excess of the above hourly rate for Operating Engineers.

CHIEF ENGINEER shall have a minimum differential of 12.5% in excess of the above hourly rate for Operating Engineers.

ZONE ENGINEER shall have a minimum differential of 17.5% in excess of the above hourly rate for Operating Engineers.

Where the Assistant Chief Engineer, Chief Engineer or Zone Engineer receives a percentage rate above the minimum percentage differential, he/she will receive an increase that will maintain the existing percentage differential.

Employees shall be paid in accordance with the Employer's payroll system. The Employer will notify the Union at least thirty (30) days before any change is made.

Unless applicable law requires otherwise, Employees must choose to participate in one of the following systems for payment of wages and reimbursements:

- The Employer's direct deposit system.
- The Employer's "Money Services Network" debit pay card system

## SECTION 7. OVER-SCALE RATE

- A. Each employee covered by this Agreement shall receive the cents per hour increases in wage rates provided in Section 6 even though he may be enjoying a wage rate higher than that specified in Section 6 prior to the day preceding any general wage rate change under this Agreement. Although this Agreement states essential provisions covering wages, hours, and working conditions applicable to all covered employees and jobsite(s), it does not state each privilege, rule of the shop or working condition which employees in a particular jobsite(s) have enjoyed under the prior Agreement or the particular working conditions actually in effect in such jobsite(s). Accordingly, it is agreed that no Employer shall use this Agreement as a reason for reducing or eliminating a beneficial working rule, rule of the shop privilege, wage rate or salary, without first obtaining consent of the Union.
- B. CALL-INS - An employee called back to work shall receive a minimum of four (4) hours pay at one and one-half (1 ½) times the hourly rate. An employee called back to work within twelve (12) hours of the employee's last shift shall receive a minimum of four (4) hours pay at double the hourly rate. An employee required to work on a scheduled day off shall receive a minimum of four (4) hours pay at straight time if the employee has worked less than forty (40) hours in that week. If such employee has worked more than forty (40) hours in that week such employee shall be paid at the premium rate specified in Section 8.
- C. EARLY REPORTING - Should any engineer be required to report to work earlier than his normal starting time, such earlier time shall be added to the regular day's work and paid at the applicable rate.
- D. SENIORITY - Seniority is the length of service in the bargaining unit at each jobsite. Seniority within a classification shall apply for choice of vacation, layoff, call back, vacancies on jobs and shifts. Seniority shall also apply in promotions provided that the employee has the ability to perform the job. Seniority cannot be exercised until a vacancy occurs. Laid off employees shall be recalled in seniority order. After twelve (12) months on layoff, an employee shall lose his/her seniority.

## SECTION 8. WORK WEEK

The regular schedule for Engineers shall consist of five (5) consecutive days of eight (8) consecutive hours of work. Days off shall also be consecutive. Any engineer required to work beyond such employee's regularly scheduled hours in any day shall be paid therefore and shall not be required to take compensatory time off. All shifts shall begin between the hours of 5:00 and 8:00 A.M., 2:00 and 4:00 P.M., or 10:00 P.M. and 12:00 midnight, unless otherwise agreed to by the Employer, the employee and the Union.

The workweek shall begin at 12:00 A.M. on Friday and end at 11:59 P.M. on Thursday.

Work in excess of forty (40) hours in any one (1) workweek shall be paid for at one and one-half (1½) times the regular hourly rate. Engineers shall be paid at the rate of time and one-half (1½) for all work performed in excess of eight (8) hours in any one (1) day. Any hours worked on the first regularly scheduled day off in a workweek (Friday- Thursday) shall be paid for at time and one-half (1½) and any hours worked on the second regularly scheduled day off in a workweek (Friday - Thursday) shall be paid for at double time.

For the purpose of calculating overtime, the sixth day of work in a workweek shall be defined as the first regular scheduled day off, provided that the engineer has worked and/or received pay for time not worked due to a holiday (including personal/sick time), vacation, jury service or funeral leave on each regular workday of the workweek, and the seventh day of work in a workweek shall be defined as the second regular scheduled day off, provided that the engineer has worked and/or received pay for time not worked due to a holiday (including personal/sick time), vacation, jury service or funeral leave on all of the other days in the workweek.

Overtime and holiday premiums shall not be duplicated or pyramided; and, hours used to compute one premium shall not be used to compute another provided that where two (2) or more premiums apply to the same hours worked, the highest shall be paid.

Effective February 1, 2021, the parties agree that employees shall no longer be paid in accordance with their punch in and punch out times to the minute which has resulted in overtime pay for time not worked. Overtime pay shall be paid to employees in accordance with business needs and the law, and payment of such time must be authorized by the Manager.

#### SECTION 9. FUNERAL LEAVE

The Employer agrees to pay employees covered by this Agreement for necessary absence on account of death in the immediate family, up to and including a maximum of three (3) scheduled work days at straight time, provided the employee attends the funeral and at the request of the Employer, the Employee shall furnish a death certificate or other acceptable verification of death and proof of relationship acceptable to the Employer. The term "immediate family" shall mean: spouse, parent, child, brother, sister, father-in-law, mother-in-law, grandparent, grandchild. The Employer agrees to pay a maximum of two (2) scheduled work days at straight time for the death of a grandparent-in-law, provided that the employee attends the funeral.

#### SECTION 10. MAXIMUM LEAVES OF ABSENCE

If an employee is absent from work for any reason (except for military leave) for a period of twelve (12) consecutive months, the employee shall be terminated. During the twelve (12) consecutive months prior to termination employees will continue to accrue seniority.

#### SECTION 11. JURY DUTY

The Employer shall compensate the employee for the difference between the pay which such employee would normally receive, excluding overtime, and the amount received for jury service.

#### SECTION 12. VACATION AND TERMINATION PAY

All full-time and regular part-time employees shall be eligible for vacation. Vacation shall be determined based on length of service as follows and will vest (become available) on January 1<sup>st</sup> of each year:

- From date of employment through the completion of 12 months of employment, employees will accrue .0193 hours of vacation time per hour paid, with a yearly maximum of 40 hours.
- From 13 months of employment through 48 months of employment, employees will accrue .0385 hours of vacation time per hour paid, with a yearly maximum of 80 hours.



- From 49 months of employment through 192 months of employment, employees will accrue .0577 hours of vacation time per hour paid, with a yearly maximum of 120 hours.
- From 193 months of employment through 288 months of employment, employees will accrue .0770 hours of vacation time per hour paid, with a yearly maximum of 160 hours.
- From 289 months of employment and beyond, employees will accrue .0962 hours of vacation time per hour paid, with a yearly maximum of 200 hours.

An employee continues to accrue and earn Vacation during any paid absences (e.g. vacation time or holidays) as well as during any paid leaves of absence, including when receiving Short Term Disability. Employees do not accrue Vacation during unpaid absences unless otherwise required by law.

Unused vacation time shall not be paid out at the end of the calendar year, with the exception that an employee who requests to use vacation days during the final 90 days of the calendar year and is denied for business reasons, and is granted permission by the Manager of Human Resources, may carryover up to ten vacation days for use during the first 90 days of the following calendar year.

Vacation shall be paid at a rate of the individual employee's regular rate of pay.

Any employee who has been in the service of the Employer continuously for one (1) year or more whose employment is thereafter terminated for any reason, shall be paid for any unused time which they have vested and have not utilized in addition to any accrued vacation time that they have earned since their last vesting date (January 1<sup>st</sup>) up to the date employment terminates. This compensation shall be paid at the time the employee receives final pay from the Employer.

An additional day's vacation shall be allowed an employee if such employee's vacation period includes one of the holidays mentioned in Section 13 hereof.

Regular relief engineers shall be eligible for vacation.

Vacation relief engineers and temporary engineers do not accrue vacation or personal time.

Vacations shall be scheduled to follow the days off in the employee's normal work schedule.

If employees' available vacation is not reported on the standard pay stub, the employer shall provide on a quarterly basis a report indicating each employee's available vacation.

During the life of this Agreement, should the Employer be able to automate the tracking of vacation time, the parties agree to meet for the sole purpose of establishing vacation accrual amounts in this Article that facilitate the automation process.

### SECTION 13. CHIEF ENGINEER'S AND ZONE ENGINEER'S DUTIES

- A. The Chief Engineer, in addition to performing bargaining unit work, shall be responsible to the Employer for the safe, economical operation of the plant and for all persons employed under the direction of the Chief Engineer. The Chief Engineer shall also be responsible for orientation and training of Engineers and Trainees under his direction. They shall receive their orders from the Chief Engineer who shall be responsible to the Employer for carrying out the orders of the management in the operation of the jobsite(s). The Employer

or Zone Engineer shall inform the Chief Engineer of any contemplated major repairs, or major improvements, to be made in the equipment under the Jurisdiction and Responsibility for Work of the Engineers as listed in Section 2 and 3-A of this Agreement.

- B. The Chief Engineer shall receive a differential over the wages of the Engineers under his supervision. If in the opinion of the Union an inequity in wages exists, the Union Representatives shall have the right to notify the Employer and request negotiations to adjust the differential in wages. A meeting shall be arranged for this purpose within seven (7) days after receipt of request.
- C. The Zone Engineer, in addition to performing bargaining unit work, shall be responsible to the Employer for the safe, economical operation of the plant and for all persons employed under the direction of the Zone Engineer. The Zone Engineer shall serve as the lead Engineer for a region of schools within the portfolio and contributes to the operation, maintenance, renovation and repair of facilities and all other systems in a region.
- D. The Zone Engineer shall receive a differential over the wages of the Engineers under his supervision. If in the opinion of the Union an inequity in wages exists, the Union Representatives shall have the right to notify the Employer and request negotiations to adjust the differential in wages. A meeting shall be arranged for this purpose within seven (7) days after receipt of request.

SECTION 14. HOLIDAYS AND HOLIDAY PAY

The following days, or the days on which they are legally observed, shall be observed as holidays:

HOLIDAY	2020	2021	2022	2023
New Year's Day		01-01 (F)	12-31 (F)	01-02 (M)
Martin Luther King Day*		01-18 (M)	01-17 (M)	01-16 (M)
Memorial Day		05-31 (M)	05-30 (M)	05-29 (M)
Fourth of July	07-03 (F)	07-05 (M)	07-04 (M)	
Labor Day	09-07 (M)	09-06 (M)	09-05 (M)	
Columbus Day	N/A	10-11 (M)	10-10 (M)	
Veteran's Day	N/A	11-11 (Th)	11-11 (F)	
Thanksgiving Day	11-26 (Th)	11-25 (Th)	11-24 (Th)	
Christmas Day	12-25 (F)	12-24 (F)	12-26 (M)	

\* Employees shall be entitled to select either Martin Luther King Day or a personal/sick day in lieu thereof.

Christmas Eve or New Year's Eve (to be designated by the Employer to individual employees at least one (1) week in advance of Christmas Eve).

All employees shall be paid eight (8) hours at their regular rate of pay for each of the holidays mentioned above when no work is performed on those days. Employees at their option, with employers' approval, will be allowed to take an extra day off in lieu of the eight (8) hours of holiday pay when the holiday falls on their day off. An employee required to work on any of the above mentioned holidays shall be paid two and one half (2½) times such employee's rate for all hours

worked. An employee scheduled to work who fails to report to work shall receive no pay. If an employee is not scheduled to work and is called in to work, the provisions of Section 7 (B) shall be applied as follows: four (4) hours of work or less shall receive holiday pay of eight (8) hours, plus two and one half (2½) times for hours worked; in excess of four (4) hours, two and one half (2½) times for all hours worked with a guarantee of eight (8) hours, but no eight (8) hour holiday pay. Eight (8) hours of such holiday pay shall be credited as hours worked for the purpose of computing overtime (over forty (40) hours) with the exception of the Engineer who received eight (8) hours of pay for a holiday which occurs on one (1) of such Engineer's regular days off. Regularly employed Relief Engineers shall receive the holidays which fall within their respective terms of employment in the jobsite(s). The employee whose shift falls partly within and partly without the holiday (12:01 A.M. to 12:00 P.M.) shall receive holiday pay if a majority of the hours of such Engineer's shift fall within the holiday.

#### SECTION 15. PERSONAL/SICK TIME

All employees shall receive 40 hours of personal/sick time per year on the 1<sup>st</sup> calendar day after commencement of employment. Effective July 1, 2021 All employees shall receive 56 hours of personal/sick time per year on the 1<sup>st</sup> calendar day after commencement of employment. All hours beyond 32 hours of personal/sick time of each year's allotment must be used exclusively for the purposes of sick leave. Sick leave is defined as an illness or injury of an employee or a family member, medical care, treatment, diagnosis, or preventative medical care of employee or a family member, illness or injury of a family member or to care for a family member receiving medical care, treatment, diagnosis or preventative medical care of employee; issues related to domestic violence or sex offenses involving an employee or a family member, and issues related to public health emergencies.

Personal/sick time must be used in increments of 4 hours. Seven days advance notice must be provided if it is reasonably foreseeable that an employee will be taking personal/sick time (e.g., vacation, prescheduled appointment, etc.). In the event that the Employer cannot accommodate multiple requests for the same date, preference shall be given to the most senior employee. If it is not reasonably foreseeable (e.g. illness) that an employee will be taking personal/sick time, an employee must provide notice at the start of the workday or as soon as it is practicable. Employees may carry over 20 hours of personal/sick time per year for a maximum cap of 60 hours. Employees shall be paid for accrued and unused personal/sick time upon severance of employment. Use of personal/sick time shall be in accordance with the Chicago and Cook County ordinances.

The Company agrees to meet with and confer with the Union during the term of this agreement over any benefit not provided in this Section which is otherwise set forth in the Chicago or Cook County Sick Leave Ordinance, or in the event of a conflict between the Chicago or Cook County Sick Leave Ordinance and this Section.

During the life of this Agreement, should the Employer be able to automate the tracking of sick time, the parties agree to meet for the sole purpose of establishing sick accrual amounts in Section A of this Article that facilitate the automation process.

## SECTION 16. PENSION

The Employer shall pay to the Central Pension Fund of the International Union of Operating Engineers and Participating Employers the sum of Five Dollars and Thirty-Three Cents (\$5.33) for the period July 1, 2020 through June 30, 2021, for each hour worked by employees covered by this Agreement, including temporary employees as defined below. The Employer is not required to make contributions on behalf of employees hired as seasonal student help.

Effective July 1, 2021, and July 1, 2022, the amount to be contributed by the Employer may be increased as directed by the Union pursuant to Section 6.

Paid holidays (including personal/sick time), vacations, jury service and funeral leave shall constitute time worked for the purpose of this section. The Employer agrees to be bound by the provisions of the Central Pension Fund Trust Agreement and by the rules and regulations promulgated by the Trustees of the Fund.

For temporary employees, hired for a period of time not to exceed thirty (30) days, the Employer shall not be required to make contributions.

## SECTION 17. HEALTH AND WELFARE

The Employer agrees to be bound by the provisions, rules and regulations of the Health and Welfare Trust Agreement, including a Health Reimbursement Account Plan (HRA), upon execution. An individual who is actively employed by an Employer and on whose behalf the Employer submits contributions to this Fund shall be eligible for benefits on the first day of the month following the date of hire. Temporary, seasonal, casual, special project and/or contingent employees, including vacation relief, are not eligible, except as defined below. The Union and the Employer intend that the terms of the section conform to the Affordable Care Act (ACA).

- A. For the period January 1, 2020 through June 30, 2021, the Employer shall contribute to the Health and Welfare Trust, International Union of Operating Engineers, Local 399, the monthly rate of \$1,256.00, which includes \$1,161.00 per month allocated to the Health and Welfare and \$95.00 per month allocated to the Health Reimbursement Account, for each employee covered under the Collective Bargaining Agreement.

Effective July 1, 2021, and July 1, 2022, the Employer's weekly contribution may be increased as directed by the Union pursuant to Section 6.

The Employer shall start paying contributions from the first day of the month following the date of hire at which time insurance coverage commences.

The Employer shall pay a full month of contributions for the month in which the employee terminates and insurance coverage shall cease at the end of that month.

Paid holidays (including personal/sick time), vacations, jury service and funeral leave shall constitute time worked for the purposes of this section.

- B. If an employee is absent because of non-occupational or occupational illness or injury, the Employer shall pay the required payment for a period of one hundred twenty (120) days.

The Employer will notify the Union when the Employer stops making the payment for the absent employee at the conclusion of one hundred and twenty (120) days.

- C. Where a temporary replacement is hired for vacation relief, seasonal, casual, special project or contingent employees, including coverage defined in (b) above, for a defined period of time not to exceed ninety (90) days, the Employer shall not be required to make contributions.
- D. Where a temporary employee's assignment exceeds ninety (90) days, the Employer will be required to make contributions on behalf of the employee(s) on the first day of the month preceding the ninetieth day of employment, at which time the employee(s) shall be a regular active employee. The seniority date shall be the initial date of hire.
- E. The obligation to make the above payments shall continue during periods when a new Collective Bargaining Agreement is being negotiated.

#### HEALTH AND WELFARE AND PENSION CONTRIBUTIONS

In the event the Employer is delinquent in making Health and Welfare or Pension contributions and such delinquency continues for thirty (30) days after written notice, the Employer shall no longer be protected by the no-strike clause and the grievance and arbitration process and the Union shall be free to take any lawful action against the Employer.

#### SECTION 18. NO-STRIKE CLAUSE

During the term of this Agreement, there shall be no strikes, lockouts, or picketing. Refusal of any employee to cross a primary picket line shall not be grounds for discharge or disciplinary action.

#### SECTION 19. GRIEVANCE AND ARBITRATION PROCEDURE

If any employee or the Union has a grievance, it shall be presented to the immediate supervisor outside of the bargaining unit within five (5) working days after the event which gave rise to such grievance. Any grievance not presented to the Supervisor within five (5) working days shall be deemed waived. If the grievance is not resolved in the meeting of the aggrieved employee and the immediate supervisor, within two (2) working days, the aggrieved employee shall reduce the grievance to writing and sign it. The written grievance shall be presented to the Union Representative and the jobsite(s) Manager who shall meet within a reasonable period of time in a further attempt to adjust the grievance. Any grievance not disposed of according to the provisions of the preceding paragraph and all grievances involving the interpretation or application of this Agreement shall be processed as follows:

- A. Within fifteen (15) days from the date the grievance arose (exclusive of Sundays and Holidays) the Union may present the grievance to the Employer who shall then meet with reasonable promptness and endeavor to reach a final and binding solution.
- B. If they fail to resolve the matter within fifteen (15) days, the Union or the Employer may request that the grievance be referred to an impartial arbitrator whose decision (award) shall be final and binding upon the Employer (jobsite(s)), the employees, and the Union. In the event that the parties are unable to agree on an arbitrator, the Employer and the Union shall join in a request to the Federal Mediation and Conciliation Services for a list of seven (7) qualified arbitrators who are members of the National Academy of Arbitrators

(NAA) and are available to serve in Chicago. The parties shall then attempt to agree upon an arbitrator, and if they fail to agree, six (6) names from the list of seven (7) arbitrators, who are members of the NAA, shall be eliminated by the Union and Employer alternately striking one (1) name at a time. The remaining name shall be the arbitrator chosen, and his authority shall be limited to making a decision on the grievance in question in conformity with the terms of this Agreement. It is agreed that an arbitrator shall have no right to add to, take from, or modify any of the provisions of this Agreement. The cost of the arbitrator's services and a stenographic transcript shall be shared equally by the Employer and the Union. Any other expenses, such as wages, fees, living or traveling expenses of representatives or witnesses must be paid by the party incurring such expenses.

- C. Pending exhaustion of the grievance procedure, including arbitration when necessary, the employees (except any discharged without notices under Section 5, Paragraph (B) of this Agreement), shall continue to work, and the Employer shall continue in effect the working conditions which existed prior to the time the grievance arose.
- D. All time limitations stated in this Section may be extended by agreement of the Union and the Employer.
- E. The failure or refusal of the Employer (jobsite(s)) to meet with Union Representatives to adjust a grievance as required by this section or a failure or refusal to accept as binding, an arbitration decision (award) hereunder, will free the Union and employees from the obligation of the no-strike clause as to the Employer, and the Union shall also be free to strike and take any other lawful action against such jobsite(s).

## SECTION 20. DRUG & ALCOHOL TESTING

The Employer has an obligation to maintain a safe, healthy and productive work environment for its employees. An employee under the influence of drugs or alcohol on the job can be a serious safety risk to himself or herself, to other employees, and, in certain instances, to the general public. Abuse of drugs or alcohol also has a negative impact on the productivity and health of employees. In order to maintain a safe and healthy work environment, the Employer has established the following drug testing policy.

### **Drug and Alcohol Testing**

The Employer may require testing of an employee for whom there is a reasonable suspicion that the employee has used drugs or alcohol or is under the influence of drugs or alcohol while at work or on the Employer's property.

The Employer may require testing of any employee involved in a fight while at work or on the Employer's property.

As permitted by law, Sodexo will conduct drug and/or alcohol testing following on-the-job injuries in accordance with the Employer's policies and testing guidelines.

### **Definition**

***Under the influence:*** Any mental, emotional, sensory or physical impairment due to the use of drugs or alcohol.

**Illegal drug:** Any drug that is not legally obtainable; that is legally obtainable but has not been legally obtained; or, that is being used in a manner or for a purpose other than prescribed.

**Reasonable suspicion:** A belief that an employee may be under the influence of drugs or alcohol. Such belief must be based on some objective indicia, which may include but is not limited to, the following matters: erratic or unusual behavior by an employee; disorientation, which would lead a person of ordinary sensibilities to conclude that the employee is under the influence of drugs, and/or alcohol; observation of possible ingestion of alcohol or use of drugs; and, involvement in an accident, fight or other circumstances which could lead a reasonable person to believe that the use of drugs or alcohol may have been involved.

### **Disciplinary Action**

Any employee who refuses to cooperate with testing procedures or tests positive for drug and/or alcohol use will be terminated for a first offense.

The parties hereby adopt and incorporate by reference the Drug/Alcohol Test Implementation Guidelines.

### **SECTION 21. EDUCATIONAL TRAINING FUND**

The Employer shall contribute to the International Union of Operating Engineers, Local 399 Educational Training Fund a lump sum equal to One Thousand and One Hundred and Twenty Dollars (\$1120.00), of such amount, \$108.20 shall be payable by the Educational Training Fund to the National Training Fund, multiplied by the number of the Employer's active full-time employees covered under this collective bargaining agreement as of July 1, 2020. (\*Note: this amount was previously billed by the Educational Training Fund covering the period from 7/1/20 to 6/30/21. Employers will not be billed again until July 1, 2021.)

Effective July 1, 2021 and July 1, 2022, the Employer shall contribute to said Educational Training Fund another lump sum equal to One Thousand One Hundred and Twenty Dollars (\$1,120) and such additional (annualized) amount, if any, designated by the Union pursuant to Section 6, multiplied by the number of the Employer's active full-time employees covered under this collective bargaining agreement as of such dates.

The Employer agrees to be bound by the provisions of the Educational Training Fund Trust Agreement and by the rules and regulations promulgated by the Trustees of the Fund.

For purposes of this Section, Trainees working for the Employer full-time pursuant to the collective bargaining agreement between the Employer and the Union covering Trainees shall be considered active full-time employees covered under this collective bargaining agreement.

The Employer endorses additional training. The Employer will encourage its employees to obtain degrees and certificates that are accredited through Triton College such as the Facilities Engineering Technology Certification (FET), various other courses offered by Local 399 and Aramark Facilities Center of Excellence.

The Employer will encourage its employees from their engineering staff to enroll in the OSHA 501 Stationary Engineer's Environmental Health and Safety Awareness Training Program run by the Union.

If the Employer has a company tuition reimbursement policy for which the employee is eligible, this contract shall not prohibit the employee from applying for such benefit.

If an Employer requests that an employee attain the LEED AP accreditation, or an Employer approves an employee's request for reimbursement in order to attain such accreditation, the Employer shall reimburse the employee for the cost of the exam provided the employee successfully receives the accreditation after taking the test no more than twice.

## SECTION 22. DEFERRED COMPENSATION EMPLOYEES SAVINGS PLAN (401k)

The Employer agrees to participate in the Local 399 Deferred Compensation Trust and Plan (Trust) which does not require or provide for matching contributions by the Employer. The Employer agrees that the participant will be ineligible if their hourly rate of pay places them in the category of a "Highly Compensated Employee" (HCE) which equals or exceeds the current IRS level for HCE status for the year. The Employer further agrees that only compensation based on an employee's 40 hour work week will be eligible for 401(k) deferrals. Overtime, bonuses, and all other forms of compensation are ineligible for 401(k) deferrals. The Employer agrees the Trust shall be administered in accordance with its terms by a Board composed of an equal number of employer and employee designated trustees. The Employer hereby ratifies and confirms the composition of the Board as now or hereafter constituted.

## SECTION 23. TEMPORARY TRANSITIONAL DUTY PROGRAM

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.

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.

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.

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.

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 24. M.C.L. CREDIT UNION

Local 399 members are now eligible for participation in the Midwest Coalition of Labor (M.C.L.) Credit Union. If mutually agreed upon between the Employer and employee, direct deposit and savings deductions will be made available.

## SECTION 25. CHANGE OF MANAGEMENT

This Agreement shall remain in full force notwithstanding changes in ownership, control or management of any jobsite(s). Within thirty (30) days of change of ownership or management of such jobsite(s), the Employer shall notify the Union of such change. Changes in ownership, control or management do not relieve the owner or manager of his or their obligations under this Agreement.

## SECTION 26. VACANCIES AND BIDDING

- A. Any new position or vacancy as determined by management shall be posted either electronically in accordance with the Employer's hiring processes or 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 in accordance with the terms of the posting which shall indicate either a written or electronic request and the method of submittal. 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. The Employer will make every effort to conduct interviews within ten (10) working days of the closing of the posting.
- B. The posting shall contain the minimum qualifications, skill requirements, work year, workweek, wage rate, and job description for the posted position. Copies of all postings shall be given to the Zone Engineer on site or faxed to the Union office. Copies of completed postings shall be given to the Zone Engineer or faxed to the Union office within ten (10) working days of the bid award.
- C. All such vacancies shall be filled by awarding the position to the most senior qualified employee, as determined by management, 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 they have the necessary ability and experience and can meet the job description requirements. For purposes of this Section, "seniority" shall mean Employer Seniority accrued at this unit.

Openings to which internal employees are to be transferred or promoted will be filled as soon as reasonably possible, without adversely impacting the operation. Vacancies resulting from the initial job posting shall be filled as provided in this Article up to a maximum of three (3) postings.

Nothing contained in this Article shall prevent the Employer from temporarily filling a job vacancy until the job has been filled through the posting and bidding process.

- D. If there are no qualified bidders in accordance with the preceding Sections, the Employer shall give consideration to opening the bidding to employees who have been awarded a position within the last twelve (12) months, provided they are qualified as stated in Section

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

E. Any employee filling a job classification covered by this Agreement from a lower-paid classification shall be on a trial period for the first thirty (30) calendar 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. The employee so returned shall not suffer any loss of seniority. The decision to return the employee to his or her former position shall not be subject to any progressive discipline requirement or to the Grievance and Arbitration procedure under this Agreement. During the thirty (30) calendar day trial period, the employee may also elect to return to their former position.

F. There shall be no restrictions on the Employer's right to assign any employee to work on a temporary basis in any position for which the employee is qualified.

SECTION 27. DURATION OF AGREEMENT

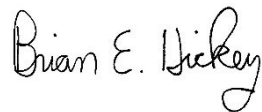
A. This Agreement shall be effective as of July 1, 2020, and shall continue in full force and effect until midnight June 30, 2023.

B. For the duration of this Agreement, the parties hereto waive further collective bargaining on all appropriate subjects of bargaining, whether or not discussed during negotiations or mentioned herein; provided, however, such waiver shall not prevent the parties from reaching mutual understandings as to the application or interpretation of any provisions of this Agreement.

This Agreement is made in duplicate and each copy is an original copy executed at Chicago, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2021.

EMPLOYER:  
SDH EDUCATION WEST, LLC, a  
Subsidiary of SODEXO INC. and  
Affiliated with Sodexo Magic LLC,  
At Chicago Public Schools

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 399



\_\_\_\_\_  
MARK COMBS  
SR. DIRECTOR, LABOR RELATIONS

\_\_\_\_\_  
BRIAN E. HICKEY  
PRESIDENT & BUSINESS MANAGER



\_\_\_\_\_  
BRIAN HOLT  
VICE PRESIDENT

\_\_\_\_\_  
VINCENT T. WINTERS  
RECORDING/CORRESPONDING SECRETARY

## SCHEDULE A

### STATIONARY ENGINEERS' CRAFT JURISDICTION

All persons engaged in supervising, controlling, operating or assisting in operating all heating equipment (irrespective of pressure), engines, turbines, motors, internal combustion engines, pumps, air compressors, generators, ice and refrigerating machines, air-conditioning units and plants, fans, siphons, bridges (including turntable, jackknife and span-fit type), also automatic and power-oiling pumps and any and all automatic and power-driven machines and engines (including all appurtenances) used on mechanically-operated steam boilers and in the handling, preparing and delivery of fuel from storage bins, yards, or reservoirs up to and into combustion chambers (irrespective of the motive power), and any and all operating repairs necessary for proper and continuous operation of all plants, machinery and engines: the supervision of all mechanical operation and any and all appurtenances connected with and used in power and plant operation in all commercial and industrial activity, including railroads, utilities, hydroelectric and municipal power plants, and any and all power-driven engines or units connected with and operating water, filtration and chlorine plants, garbage and sewage disposal plants, breweries, distilleries, canneries, reduction plants, legitimate and motion picture theatres, ice and cold storage plants, coal yards, dairies, creameries, and other dairy products plants, office and municipal buildings, schools, hotels, motels, apartment hotels and apartment houses, hospitals, department stores, laundries, metal and other junk yards and junk segregating plants, oil drilling, refining and producing plants, (including control of pressure and temperature of gases, liquids and otherwise) and pipe line pumping and boosting stations; the operation of valves, gates, locks and all machinery on dams or spillages; and bakeries, paper and pulp mills, newsprint plants, shipbuilding and ship repair yards, and any and all other industries and manufacturing plants, operating machines and engines and other appurtenances (irrespective of motive power); all persons engaged in supervising, controlling, operating or assisting in operating, maintaining and assisting in maintaining all facilities, including all instrumentation and appurtenances utilizing energy from nuclear fission or fusion, and its products, such as radioactive isotopes and cryogenic equipment, materials and processing; all persons engaged in other capacities other than operating capacities in the aforementioned plants, industries, services and/or institutions.

## TRAINEES

### SECTION 1. JURISDICTION

This Agreement has been entered into for the purpose of recording agreement on wages, hours, and other terms and conditions of employment of Engineer Trainees (hereinafter often referred to as "Trainees") employed in work within the traditional and historical work jurisdiction of the engineers under direction of Engineers, Assistant Chief Engineers, Chief Engineers and Zone Engineers and shall not be required to work a shift alone.

### SECTION 2. RELATION TO PRINCIPAL AGREEMENT

The Employer and the Union entered into an Agreement covering wages, hours, and other terms and conditions of employment of Engineers for the period from July 1, 2020, through June 30, 2023, which is the principal Agreement which shall apply to Trainees unless there is a different and specific provision with respect to Trainees in this Agreement. Where such different and specific provisions for Trainees are made herein, they shall govern.

### SECTION 3. EMPLOYMENT, TRAINING PERIOD AND PROBATIONARY PERIOD

- A. The number of Trainees who may be employed shall be determined by agreement between the Union and the Employer. The Employer shall give advance written notice to the Union of its intent to engage Trainees.
- B. The Employer will obtain the Union's consent to each individual hired as a new Trainee and the Union agrees that its consent will not be unreasonably withheld. In the event of a layoff or cut back in the number of employees in the bargaining unit, Trainee(s) will be eliminated first.
- C. The Engineer Trainee Program is designed to train persons so that they qualify to become Engineers. Ordinarily, three (3) years training is required for qualification, but, in particular cases where the earlier full qualification of a Trainee is agreed to by the Union and the Employer, a shorter training period may be deemed sufficient. Each person who enters the Trainee Program shall attend the Local 399 school at their own expense for the full three (3) year period. Upon written request from the Employer, the Union shall provide the Employer with written verification of the Trainee's progress in and completion of such schooling.
- D. Each Trainee shall be a probationary employee for the first four (4) months of his employment as a Trainee. During the probationary period, he may be discharged, laid off, or otherwise terminated without regard to the usual requirement of just cause, or resort to the grievance procedure applicable to Trainees upon completion of the four (4) month probationary period.

SECTION 4. WAGE RATES

The starting rate and job wage rates of trainees shall be:

First 12 months of service.....	\$15.00
Second 12 months of service.....	\$16.00
Third 12 months of service.....	\$17.00
Fourth 12 months of service.....	\$18.50

The Employer will notify the Union whenever the wages of a Trainee are adjusted.

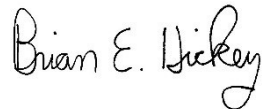
SECTION 5. DURATION OF AGREEMENT

For the duration of this Agreement, the parties hereto waive further collective bargaining on all appropriate subjects of bargaining whether or not discussed during negotiations or mentioned herein; provided, however, such waiver shall not prevent the parties from reaching mutual understanding as to the application or interpretation of any provision of this Agreement.

This Agreement is made in duplicate and each copy is an original executed at Chicago, Illinois, this \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

EMPLOYER:  
SODEXO

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 399



\_\_\_\_\_  
MARK COMBS  
SR. DIRECTOR LABOR RELATIONS

\_\_\_\_\_  
BRIAN E. HICKEY  
PRESIDENT & BUSINESS MANAGER



\_\_\_\_\_  
BRIAN HOLT  
VICE PRESIDENT

\_\_\_\_\_  
VINCENT T. WINTERS  
RECORDING/CORRESPONDING SECRETARY

THE FOLLOWING COUNTIES ARE IN THE TERRITORIAL JURISDICTION OF  
LOCAL#399

STATE OF ILLINOIS

Adams	Du Page	Jo Davies	McHenry	Saline
Alexander	Edgar	Johnson	McLean	Sangamon
Bond	Edwards	Kane	Menard	Schuyler
Boone	Effingham	Kankakee	Mercer	Scott
Brown	Fayette	Kendall	Monroe	Shelby
Bureau	Ford	Knox	Montgomery	Stark
Calhoun	Franklin	Lake	Morgan	Stephenson
Carroll	Fulton	LaSalle	Moultrie	Tazewell
Cass	Gallatin	Lawrence	Ogle	Union
Champaign	Greene	Lee	Peoria	Vermillion
Christian	Grundy	Livingston	Perry	Wabash
Clay	Hancock	Macon	Pike	Washington
Clinton	Hardin	Macoupin	Pope	Wayne
Coles	Henderson	Madison	Pulaski	White
Cook	Henry	Marion	Putnam	Whiteside
Crawford	Iroquois	Marshall	Randolph	Will
Cumberland	Jackson	Mason	Richland	Williamson
De Kalb	Jasper	Massac	Rock Island	Winnebago
Dewitt	Jefferson	McDonough	Saint Clair	Woodford
Douglas	Jersey			

STATE OF INDIANA

Adams	Huntington	Lake	Noble	Starke
Allen	Jasper	La Porte	Porter	Steube
De Kalb	Kosciusko	Marshall	Pulaski	Wells
Elkhart	LaGrange	Newton	St. Joseph	Whitley