REGISTER OF WAGE DETERMINATION UNDER THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Wage Determination No.: CBA-2026-271
Revision No.: 0
Date Of Last Revision: 05/19/2026

Diane Koplewski
Director

Division of
Wage Determinations

State: Kentucky

Area: Meade

Employed on W6BD IMCOM FMWR HQ contract for Campus Style Dining Venue (CSDV) Fort Knox, OK.

Collective Bargaining Agreement between contractor: Southern Food Service Management, Inc., and
union: Industrial, Technical and Professional Employees Union Local 4873, effective 11/28/2023 through 11/27/2024.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended,

employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

Collective Bargaining Agreement

Between

Industrial, Technical and Professional Employees Union
OPEIU Local 4873, AFL-CIO

And

Southern Food Service Management, Inc.

Covering Certain Food Service Employees
At

Fort Knox, Kentucky

Temporary Contract Number W9124D21D0030 and The Permanent Contract that will supersede The Temporary Contract

EFFECTIVE November 28, 2023 through November 27, 2024

TABLE OF CONTENTS

ARTICLE 1 – UNION RECOGNITION 3
ARTICLE 2 – UNION SECURITY AND MEMBERSHIP 4
ARTICLE 3 – MANAGEMENT RIGHTS 5
ARTICLE 4 – NO DISCRIMINATION 6
ARTICLE 5 – ACCESS TO FACILITY 6
ARTICLE 6 – PROBATIONARY PERIOD 6
ARTICLE 7 – PROMOTIONS AND JOB BIDDING 6
ARTICLE 8 – SENIORITY 7
ARTICLE 9 – WORK RULES 8
ARTICLE 10 – DISCIPLINE AND DISCHARGE 8
ARTICLE 11 – GRIEVANCE PROCEDURE 9
ARTICLE 12 – ARBITRATION 10
ARTICLE 13 – DRUG AND ALCOHOL-FREE WORKPLACE 11
ARTICLE 14 – WAGES AND WORK HOURS 12
ARTICLE 15 – OVERTIME 12
ARTICLE 16 – HEALTH AND WELFARE 13
ARTICLE 17 – VACATION 13
ARTICLE 18 – SICK LEAVE 14
ARTICLE 19 – HOLIDAYS 14
ARTICLE 20 – PENSION 15
ARTICLE 21 – BEREAVEMENT LEAVE 15
ARTICLE 22 – MILITARY LEAVE 15
ARTICLE 23 – LEAVE OF ABSENCE 16
ARTICLE 24 – SHOP STEWARDS 17
ARTICLE 25 – REST PERIODS 18
ARTICLE 26 – INDIVIDUAL CONTRACTS 18
ARTICLE 27 – NO STRIKE, NO LOCKOUT 18
ARTICLE 28 – EMPLOYEE INJURY 19
ARTICLE 29 – GENERAL 19
ARTICLE 30 – GOVERNMENT REQUIREMENTS 20
ARTICLE 31 – PAST PRACTICES 20
ARTICLE 32 – WORKING CONDITIONS 20
ARTICLE 33 – REOPENER 21
ARTICLE 34 – DURATION 21
APPENDIX A 22
APPENDIX B 23

ARTICLE 1 – UNION RECOGNITION

Section A

The Company recognizes the Union as the sole bargaining representative for a unit specifically including all the Company's regular non-seasonal food service employees at Fort Knox, KY working on at Building 2385 and periodic temporary subsidiary operations at Buildings 502, 1491 and 2380, and specifically excluding all management employees, supervisors, office clericals, administrative employees, and other non-foodservice positions.

Section B

The Company may assign or reassign work which has previously been assigned to the bargaining unit employees either to such employees or to individuals employed by the Company not covered by this agreement (non-bargaining unit employees) to the extent permitted by Appendix A, attached hereto. To that extent, it is the intent of the parties to construe this Agreement as altering the nature of the work assignments, and that work assignments will be non-exclusive

Section C

The Company agrees that no bargaining unit employee shall be laid off as a direct result of work assignments pursuant to Section B, above, except to the extent authorized by Appendix "A."

Section D

Whenever the words "employee" or "employees" are used in this Agreement, they designate only such employees as are covered by this Agreement. Whenever in this Agreement employees or jobs are referred to in either the male or the female gender, it will be recognized as referring to both male and female employees.

Section E

Whenever workdays or working days are referred to in this Agreement for purposes of counting time periods, such days shall mean Monday through Friday and not include Saturday or Sunday.

Section F

It is understood by this Section that the parties hereto shall not use any leasing or subcontracting device to evade the terms and conditions of this Agreement. The Company shall give a copy of this Agreement to the Contract Officer at every base where this Agreement is applicable.

ARTICLE 2 – UNION SECURITY AND MEMBERSHIP

Section A.
It shall be a condition of employment that all employees of the Company covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement, shall remain members in good standing and those who are not members on the effective date of this Agreement, shall on or after the thirtieth (30th) day following the effective date of this Agreement or the execution date, whichever comes later, become and remain members in good standing of the Union. It shall be a condition of employment that all employees of the Company covered by this Agreement and hired on or after its effective date or execution date, whichever comes later, shall on or after the thirtieth (30th) day following the beginning of such employment become and remain members in good standing of the Union.

Section B.

Union Shop Provision to Take Effort if Prohibition Law Invalidated.

The provisions of Article II, Section A shall be deemed to be of no force and effect in any state whose law governs this contract to the extent to which the making or enforcement of such provision is contrary to statutes, constitutional amendment or the law of such state; provided, however, that whenever any such court of last resort having jurisdiction of such questions finds the state laws to be invalid or inapplicable, the provisions of Section A above shall immediately thereupon be deemed to cover this bargaining unit or employees directly affected by such declaration of invalidity.

Section C.

In the event that Section A should be deemed to cover this bargaining unit, it is agreed that any employees that were employed by the company prior to the effective date of this agreement, shall be exempt from the requirement of being members of the union. Such employees shall be required to make a payment to the union in lieu of union dues equal to or less than the then current monthly union dues as established by the Union.

Section D.

The Company will deduct from the wages of any employee covered by this Agreement said employee's dues as a member of the Union upon receiving a photocopy of the employee's voluntary and individual written authorization for the Company to make such deductions, signed by the employee. Such authorization form shall be provided by the Union. The Company will pay over to the proper officer of the Union the wages withheld for such initiation fees and dues. The remittance shall be accompanied by a list showing individual names, social security numbers, dates hired and amounts deducted. The total remittances are to be made not later than fifteen (15) days after the last day of the month for which deductions were made. The Union shall advise the Company of the amount of initiation fees and dues and the manner in which same shall be deducted. The amount so withheld shall be reported and paid to the Union monthly.

Section E.

Payment for membership dues shall not be required as a condition of employment during leaves of absences without pay in excess of thirty (30) days or during periods of permanent transfer to a classification not covered by this Agreement.

Section F.

In the event of termination of employment, there shall be no obligation upon the Company to collect dues until all other deductions have been made.

Section G.

The Company will make available to the Union a list of newly hired and terminated employees covered by this Agreement. Such list will be prepared monthly and will show the name, social security number and address, job classification and hire termination date of such employees who were hired or terminated during the month for which the list is prepared.

Section H.

The Company shall notify the Union of all job openings within each facility covered by this Agreement. The Union may refer applicants for such openings. In interviewing and hiring for such job openings, the Company will not discriminate against any applicant referred by the Union. Nothing in this contract, however, shall be construed to create an exclusive hiring hall arrangement, and the Company shall at all times be free to advertise and list said job opening with any source available to the Company.

Section I.

The Company shall be the judge of the qualifications of its employees, but shall give full consideration, without prejudice to the members of the Union, provided that they have the necessary qualifications.

Section J.

The Union agrees to indemnify and save the Company harmless against any claim, suits, judgments or liabilities of any sort whatsoever arising out of the Company's compliance with the provision of this Union Security and Membership Article.

ARTICLE 3 – MANAGEMENT RIGHTS

Section A

Subject only to the express limitations of this Agreement, the Company retains the sole and exclusive right in its discretion to manage its business which includes but is not limited to the right to hire, discharge for cause, layoff, assign, transfer, promote or demote employees, to determine the starting and quitting time, to establish or discontinue or change operations, productions, or work standards, or to implement and change work rules and rules regarding attendance. Nothing herein shall prevent individual employees, either alone or with a Union

Representative, from consulting with the Company Representatives on problems relating to their individual work schedules.

ARTICLE 4 – NO DISCRIMINATION

Section A.
There will be no discrimination against any employees on account of membership in, or activity on behalf of the Union.

Section B

The Company will meet with the Union's Business Representative to discuss and attempt to resolve any claims of discrimination against an employee on any other basis than that set forth in Section A, above. However, since the parties recognize that such claims can be pursued by the relevant federal or state administrative agency, such issues will not be subject to the grievance or arbitration procedures of this Agreement.

ARTICLE 5 – ACCESS TO FACILITY

Section A.

Duly authorized union representatives or officers from the Union office shall be permitted to investigate conditions at any facility where bargaining unit employees work to see that the Agreement is being enforced, provided that no interview shall be held during work time, or in any other way, interrupt the duties of any employee. The Company shall be notified by the Union representative of the date and time a visit is planned to occur. The Union representative shall receive permission from the Project Manager or the Senior Manager on duty in the absence of the Project Manager before he interrupts any employee on work time.

ARTICLE 6 – PROBATIONARY PERIOD

Section A

Every new employee or employee rehired after a break in seniority under Article VII Section E shall be on probation for the first ninety (90) calendar days of employment. Employment time will include the whole span of continuous service with the Company, wherever employed, and with the predecessor contractors in the performance of similar work at Fort Knox, KY.

Section B

At any time during such initial probationary period, an employee may be discharged for any reason, and any such employee so discharged shall not have the right to file a grievance or have other recourse to the grievance procedure.

ARTICLE 7 – PROMOTIONS AND JOB BIDDING

Section A

In the event that the Company decides to permanently fill an open bargaining unit position that is covered by this Agreement, such opening shall be posted for employees to bid on.

Such posted notices shall be posted for no less than seven (7) work days and shall include the title of the position available and the job description of this position. Employees who wish to be considered for an open position must sign and date the posting period. The Company shall select the bidder it deems most qualified to fill the open position. It is understood that seniority includes a level of competency, qualifications and job performance. Only if the competency, qualifications and job performance of two or more bidders are equal, will seniority dictate to whom the position is awarded. If the Company determines that no bidder is qualified, it may hire from the outside.

Section B

Any employee promoted to a job classification covered by this Agreement, either temporarily or presently, from a lower-paid classification shall be on probation for the first ninety (90) calendar days of employment in his new classification. At any time during such probationary period, the Company may, for any reason, return the employee to that employee's former position without any loss of seniority, and any such employee shall not have the right to file a grievance or have other recourse to the grievance procedure with regard to any such return to former classification. At any time during such probationary period, the promoted employee may choose to return to her former position without loss of seniority. A promoted employee shall, during the ninety (90) calendar days of that period and thereafter, have the right to file a grievance and resort to the grievance procedure with regard to all other matters covered by this Agreement.

ARTICLE 8 – SENIORITY

Section A

The Company shall establish a seniority list for all employees employed in the unit at the time of the signing of the Agreement. The seniority list will be based upon official records of the Union, of the Company, its predecessor contractors and state and federal agencies. Not later than fifteen (15) days prior to the expiration of the Company's contract covering any facility, the Company shall furnish the Union and the successor contractor a list of all its current employees together with their dates of hire and the dates their last vacation pay was paid by the Company.

Section B

In the event the Company finds it necessary to lay off employees for any reason, other than disciplinary, such layoffs shall be on the basis of seniority: i.e., the employee in the classification to be reduced having the shorter period of seniority shall be laid off first. The Company shall recall such laid off employees in the reverse order.

Section C

Employees who are to be laid off pursuant to Section B, above, shall, within three (3) work days of being informed of the layoff, have the right to bump the junior employee in a lower paid classification for which the employee is qualified to perform. Any employee bumped shall have the equivalent right to bump with the time frame provided.

Section D

Except as otherwise provided herein, seniority shall be measured from the date of the employee's initial hire at any facility with the Company or a predecessor contractor engaged in providing similar services at that Base, provided that there has been no break in seniority under Section E of this Article. Employees transferred by the Company to any facility covered by this Agreement shall have their seniority measured from the date of the initial hire by the Company, regardless of where such services were performed.

Section E

An employee shall lose his seniority upon his retirement, resignation or discharge for just cause. An employee will be considered to have resigned if he:

(1) Fails to report to work on the day following expiration of an authorized leave of absence, unless failure to report is due to conditions recognized by the Company to be beyond the control of the employee and he reported such conditions as soon as possible.
(2) Is on lay-off for a period exceeding one (1) year.
(3) Is absent from work for two (2) consecutive work days without properly notifying the Company of the reason for absence each day even though the reason for such absence is beyond the control of the employee, or in any event, fails to report for work as scheduled without such reason.
(4) Fails to return to the bargaining unit with 6 months of accepting a job outside of the bargaining unit.
(5)

ARTICLE 9 – WORK RULES

Section A.

The Company has the right to promulgate and modify work rules, including rules regarding attendance. Violation of such rules will be cause for discipline, up to and including discharge.

Section B.

The Union may grieve the reasonableness of a new work rule within ten (10) workdays of it being notified, in writing, of the new work or modified work rule. Any such grievance must be filed at Step 2 of the grievance procedure.

ARTICLE 10 – DISCIPLINE AND DISCHARGE

Section A.

No employee shall be disciplined or discharged without just cause, and all disciplines or discharges will be subject to the grievance procedure and arbitration clause. All reprimands and discharge notices shall be in writing and shall be signed by the Project Manager or his Representative. Copies of the reprimand or discharge notice shall be given to the employee

reprimanded and to the Shop Steward. Each reprimand shall be cancelled after one (1) year. Three (3) reprimands may result in immediate dismissal. Theft, Intoxication in the job, failure to perform work as directed, illegal use of drugs, and showing disrespect or insubordination shall result in an immediate investigation and appropriate action regardless of the number of prior reprimands may result in immediate dismissal.

Section B.

Violations of provisions of this Agreement or of a work rule will fall into one of the following tracks:

Track 1. Labor Agreement of Work Rule violations, including no call-no show rules, or

Track 2. Attendance violations

Progressive disciplines as described in Section A will follow the appropriate track.

ARTICLE 11 – GRIEVANCE PROCEDURE

Section A

A grievance is defined as a claim or dispute by the employer or employee or the Union concerning the interpretation or the application of a specific provision of this Agreement.

Section B

All grievances must be presented in writing and filed in accordance with the following exclusive procedure:

Step 1: The employee who has a grievance shall discuss it with the Project Manager either by himself or with the Shop Steward in attendance within seven (7) work days of the event giving rise to the grievance or of the time the employee reasonably should have knowledge of the event giving rise to the grievance. If the grievance is not settled at the Step 1 meeting, it may be appealed to Step 2 by the Union Representative in writing to the Project Manager to Step 2 within seven (7) work days of the Step 1 meeting.

Step 2: The Union Representative and the Project Manager will discuss the grievance, either in person or telephonically within ten (10) work days of the Union Representative's Step 2 filing. If the grievance is not disposed of to the satisfaction of the Union at Step 2, the grievance may be appealed to Step 3 by the Union Representative by filing a written appeal to the Company President or his designee within ten (10) work days of receipt of the Company's Step 2 answer.

Step 3: Within ten (10) work days after the appeal is filed, the parties (the Company represented by the Company President and the Union represented by the Union Representative) will attempt to settle the grievance either in person or telephonically. The Company shall issue its decision - in writing - within ten (10) work days of such meeting. If the grievance is not disposed of to the satisfaction, the grievance may be appealed to arbitration by the Union by lodging a written appeal with the Company's President within ten (10) work days of receipt of the Company's Step 3 written decision.

Section C

A grievance involving discharge of an employee shall be brought directly to Step 2 and must be filed within five (5) work days of the discharge. A copy of the grievance must be filed with the Project Manager.

Section D

At any step of the grievance procedure (other than Step 1), the Company or the Union may designate substitutes for the official designated herein. The officially designated representative of either party may be accompanied by one (1) other person at any step of the grievance procedure except Step 1. The parties may mutually agree that further representatives may be present.

Section E

The time limits set forth in this Article may be extended mutually in writing. Time limits are exclusive of Saturday, Sunday and recognized holidays.

ARTICLE 12 – ARBITRATION

Section A

Within ten (10) work days after the Union's filing of the written appeal to arbitration, the parties are unable to agree within five (5) work days of that meeting upon the choice of an arbitrator, they shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators, all of whom are members of the National Academy of Arbitrators, qualified to act as the impartial arbitrator. A representative of the Company and a representative of the Union shall meet within ten (10) work days of the receipt of the list and shall alternately strike three (3) names from the list, the party to strike first to be selected by lot. The remaining person shall thereupon be selected as the impartial arbitrator.

Section B

The arbitrator shall have no power or authority to amend, alter, or modify this Agreement, but shall be limited to deciding whether or not a violation of an express provision of this Agreement has been committed. The arbitrator shall have no power or jurisdiction to base his award on any alleged practice or understanding not incorporated in writing as part of this Agreement. The arbitrator shall not have the authority to ignore or excuse any failure to comply with the time limits set forth in this Article, unless the parties mutually agree to extend the time limits. The arbitrator's award rendered in accordance with this Agreement shall be final and binding on the Company, the Union, the employee concerned, except for fraud, exceeding jurisdiction, or for failure to base his decision and award on a specific provision(s) of this Agreement.

Section C

The fees of the arbitrator and necessary expenses, including transcript, if desirable, of any arbitration proceeding shall be borne equally by the Company and the Union except that each

party shall pay the fees of its own counsel or representative. If an employee witness is called by the Company, the Company will reimburse him for time lost at his regular straight time base rate. If an employee witness is called by the Union, the Union will reimburse such personnel for time lost.

ARTICLE 13 – DRUG AND ALCOHOL-FREE WORKPLACE

Section A

The Company shall have the right to implement and, from time to time, modify its Drug and Alcohol-Free Workplace policy. The Company will, subsequent to any change, confer with the Union and discuss, either in person or by teleconference, the effects of the modifications on the Bargaining Unit.

Section B

The possession or use of illegal drugs or alcohol or unauthorized controlled substances on Company property or working under the influence of illegal drugs or alcohol, shall constitute cause for the immediate termination of that employee's employment.

The Company shall have the right to establish and administer a fair, non-discriminatory, random drug, alcohol, or unauthorized controlled substances testing procedure.

Section C

The Company shall also have the right to require any employee who it, in good faith, believes might be operating under the influence of illegal drugs, alcohol, or unauthorized controlled substances. The Company may also require any participant to a workplace injury or accident to submit to substance abuse testing.

Section D

Any employee who self identifies to the Project Manager as suffering from illegal drug, alcohol, or unauthorized controlled substance dependence will be provided reasonable assistance by the Company through applicable provisions of the Company's medical plan or program the Company has in place. Any employee who tests positive or is convicted of violating any federal or state criminal drug statute must notify the Project Manager within five (5) work days of such conviction. For the purposes of this notice requirement, a conviction includes a finding of guilt, a no contest plea, and/or an imposition of sentence by any judicial body for any violation of a criminal statute involving the unlawful manufacture, distribution, dispensation, possession, or use of alcohol, drugs or other controlled substances.

Section E

Any disputes involving the application of the Company's Drug and Alcohol-Free Workplace rules shall be resolved through the grievance and arbitration procedures of this Agreement.

ARTICLE 14 – WAGES AND WORK HOURS

Section A

The schedule of the effective wage rate and job classification for employees is set forth Appendix B, attached hereto

Section B

All employees covered by this Agreement will be paid bi-weekly for hours worked the previous two-week period. Payday is on every other Friday. When a pay day falls on a holiday, all employees will be paid on the day prior to the holiday.

Section C

Each and every employee covered by this agreement will be provided with not less than two (2) hours continuous work per shift, or pay thereof.

Section D

If at the request of management, an employee agrees to work temporarily in a higher paid job classification than his own, he shall receive the higher rate of pay during such periods. Employees who temporarily work in a job classification of a lower pay rate at the request of management shall not be subject to any change in pay, but continue to receive pay at their normal rate. An employee who requests additional hours in a lower paid classification shall be paid at the lower rate.

ARTICLE 15 – OVERTIME

Section A

One and one half (1 1/2) times the hourly rate of pay will be paid for all time worked in excess of forty (40) hours per week.

Section B

When a regular employee is called to work within two (2) hours of starting time of his next regular shift, he will receive a minimum of four (4) continuous hours at the applicable rate.

Section C

Overtime work will be distributed among the employees qualified to perform the work as necessitating overtime within the appropriate crew or shift as equitably as practical. Overtime lists will be made available to the Shop Stewards on request. The Company will give as much notice of overtime as practicable.

Section D

No overtime will be worked except by prior direction of the supervisory personnel of the Company, except in case of emergency and when prior authority cannot be obtained.

Section E

If the company requires that a shift be extended past the scheduled time, the company will first request for volunteers on that shift, in order of seniority. If there are not enough volunteers to cover the required shift the company will assign the shifts to employees in order of reverse seniority.

Section F

Nothing herein shall be construed to require or permit the pyramiding of overtime or overtime pay.

ARTICLE 16 – HEALTH AND WELFARE

Section A

The company shall pay to each and every employee covered by this agreement Health and Welfare benefits set forth in Appendix B, attached hereto.

ARTICLE 17 – VACATION

Section A

Employees shall be entitled to paid vacations and paid leave as set forth in Appendix B, attached hereto.

Section B

Vacations will not be accumulated from year to year, nor taken back to back. The employee may take his vacation in more than one segment with the consent of the Company. The employee will be paid at the rate current when vacation was due.

Section C

An employee will receive an extra day's vacation or be paid an extra day's pay for a paid holiday which falls within his vacation period, in accordance with the provisions of Article XXI —Holidays.

Section D

Vacations will be granted at times most desired by the employees in order of their seniority within their work shifts, but the final right as to the allotment and scheduling of vacations periods is reserved to the Company in order to assure the orderly operation of its business. Employees will apply, in writing, for vacation at least three (3) weeks prior to the date vacation is desired. The Company will approve or disapprove all vacations within one week after such a request for vacation has been made. In the event that the Company denies an employee vacation time off the employee will have the right to receive pay in lieu thereof, on the next

scheduled payroll period. A vacation period once assigned will not be cancelled by the company, except with agreement of the employee.

Section E

Temporary layoffs or leaves of absence during the year will not interrupt the continuity of service for the purpose of eligibility for vacation, and shall be counted toward the required year for each vacation period.

Section F

Vacation payments shall be based on the hours worked during the preceding normal work year and shall include all hours paid for vacation, sick leave, bereavement leave, jury duty and holidays.

Section G

Vacation will be calculated on the following basis: The total hours worked (to include time paid for holidays, vacation, sick leave, bereavement leave, jury duty) during the employees previous employment year. This amount will be divided by the total full time factor of 2080 hours. The resulting figure will be multiplied by 40 hours. This will be the hours earned for each week of vacation that the employee is entitled to. For example, if an employee worked 7 hours per day, 5 days per week for a total of 1820 hours for the employment year, he would earn 35 hours of vacation for each week of vacation he is entitled to (1820/2080 x 40 = 35).

ARTICLE 18 – SICK LEAVE

Section A.

Sick leave will be paid as set forth in Appendix B, attached hereto.

Section B.

Employees shall be required to provide a doctor's note for three (3) consecutive days of absence from work. A verifiable note, signed in ink by an authorized person from

ARTICLE 19 – HOLIDAYS

Section A.

Holidays for which every employee will be compensated at the hourly base rate of pay are set forth in Appendix B, attached hereto.

Section B.

In computing the number of hours for which the average number of hours worked by an employee during the preceding work week bears to forty (40) hours shall be applied to eight (8) hours to determine the number of paid hours said employee is entitled to receive. For example, if an employee worked thirty (30) hours during the work week preceding the holiday

week, his holiday pay would be computed by taking ¾ (30/40) of eight (8) hours and multiplying the resulting six (6) hours by their hourly base rate of pay.

Section C.

Any work performed on a holiday will be paid at the employee's regular rate of pay in addition to the holiday pay. If any of the named holidays fall on a non-working day, the employees shall either observe the holiday on the following working day or shall receive pay for their average number of hours normally worked in lieu of observance above their normal compensation for work performed.

Section D.

In the event that one of the holidays shall occur during the employee's vacation, the employee will receive an additional day of paid vacation, unless the employee and the Company agree that they may receive pay in lieu thereof.

Section E.

When the Company requires work on any shift on a holiday, the Company will first seek qualified volunteers for such work. If there are not enough volunteers for such work, the Company will select qualified employees to protect the work to be performed in reverse seniority; however, if too many volunteer, the Company shall select qualified employees to protect the work in order of seniority.

In order for an employee to qualify for a paid holiday, they must have worked his regularly scheduled work day immediately preceding the holiday and his shift if he is scheduled to work day immediately following the holiday, unless excused by reason of illness, bereavement leave, or other good cause.

ARTICLE 20 – PENSION

Section A.

Non-probationary employees shall receive a cash benefit as set out in Appendix B.

ARTICLE 21 – BEREAVEMENT LEAVE

Section A.

Employees shall be entitled to paid bereavement leave as set forth in Appendix B attached hereto.

ARTICLE 22 – MILITARY LEAVE

Section A

Employees entering the U.S. Military, Red Cross or other combat relief service or conscripted civil service of the United States during the life of this Agreement will be placed on military

leave of absence in accordance with the provisions of the Universal Services Employment and Reemployment Rights Act (USERRA), and will retain their seniority while in such service and be returned to their former positions upon honorable discharge from the service, provided they are physically and mentally capable of working.

Section B

An employee who is a member of a Military Reserve Unit and who is required to participate in active training will be granted a leave of absence without pay for the period of such training duty.

Section C

An employee applying for a leave under this Article will give the Company at least five (5) working days' notice prior to reporting date, if possible.

ARTICLE 23 – LEAVE OF ABSENCE

Section A

Company may grant, at Company's sole discretion, unpaid leaves of absence not exceeding one (1) year for good cause. Such leave of absence may be granted for restoration of health, medical, dental or treatment, maternity leave, or employment by the Union, and shall not prejudice seniority status for purposes of layoffs and recalls. Physician's statements will be required from time to time to verify need if leave is for medical reasons. This section is not subject to the grievance procedure.

Section B

A leave of absence under this section will not be considered employment time for seniority. For example, an employee works continuously for nine (9) months and is granted a thirty (30) day leave of absence without pay. When the employee returns to work, he has nine (9) months seniority and will be required to work three (3) more months in order to have one (1) year of seniority.

Section C

Upon return from a leave of absence, the employee will be returned to work for which he can qualify in his job classification on the basis of seniority.

Section D

Any employee who engages in gainful employment without the permission of the Company while on a leave of absence shall be subject to discharge.

Section E

All leaves of absence must be applied for in writing and if granted must be granted in writing by the Company with 30 days' notice except in cases of emergency or unanticipated events.

Section F

All leaves of absence shall be for a specific designated period of time, and an employee may return to work earlier than that specifically designated date for his return only with the consent of the Company.

Section G

Employees on leaves of absence due to an on-the-job injury will continue to accrue seniority.

ARTICLE 24 – SHOP STEWARDS

Section A

The Company recognizes the right of the Union to designate one (1) Chief Shop Steward and one (1) alternate per shift from the Bargaining Unit's seniority list. The authority of the Shop Steward and the Alternate so designated by the Union shall include the following duties and activities:

The Steward, or in his absence, the alternative shall engage in the following activities:

1. To consult with an employee regarding a question concerning the Agreement, complaint or grievance for which the employee desires a Shop Steward to be present.
2. To investigate a complaint or grievance and to present such grievance before presentation to the appropriate Management personnel.
3. To present a question concerning this Agreement, complaint or grievance to an employee's immediate Manager in an attempt to settle the matter for the employee or group of employees' who may be similarly affected.
4. To meet with the Project Manager or their designee when necessary to adjust grievances in accordance with the grievance procedure of this Agreement.

Section B

In cases where it is necessary to investigate a grievance on work time, the Shop Steward shall seek and receive permission from the Project Manager which shall not be unreasonably denied.

Section C

The Shop Steward appointed by the Union shall be the last to be laid off.

Section D

Shop stewards, and/or other members so designated by the Union, up to a maximum of three (3) employees at any one time, shall be afforded unpaid time off to attend Union meetings,

conventions and otherwise assist in official Union business. The Union agrees to provide at least seven (7) days' notice of such impending absence to the employer unless it is impossible for the Union to do so.

ARTICLE 25 – REST PERIODS

Section A

An employee who is scheduled for not less than three (3) consecutive hours on a shift shall be entitled to one paid ten (10) minute rest period during each work shift. Rest periods shall not be taken at the beginning or end of a shift, nor shall they be taken together with the meal break.

Section B

Employees shall be allowed an unpaid meal period of at least 30 minutes which commences no less than two (2) hours nor more than five (5) hours from the beginning of each shift. If an employee is called back to work during a meal period he will receive payment for the entire meal period and receive another meal period as required by this section.

Section C

Employees are required to clock-in and clock-out for all meal periods. Failure to do so will subject the employee to disciplinary action as defined in Article VIII, Section D-6.

ARTICLE 26 – INDIVIDUAL CONTRACTS

Section A

No employee shall be compelled or allowed to enter into any individual contract or agreement with the Company concerning the conditions of employment contained herein. No member of management shall seek to employ any bargaining unit employee in any type of "moonlighting" work, whether such work is related or unrelated to the Company's business.

ARTICLE 27 – NO STRIKE, NO LOCKOUT

Section A

During the term of this Agreement, the Union and the employees agree not to call, cause, sanction, participate in, permit, authorize, initiate, support, assist, or condone any strike (including any unfair labor strike), sympathy strike, sit-down, slowdown, picketing, boycotting, work stoppage, or other concerted efforts which interferes with, or interrupts or threatens such interference or interruption of the Company's operation, the servicing of the Company's customers.

1. In the event of any strike or any other proscribed activity, the Union and its officers, agents, and representatives will make every good faith effort to end such activity.
2. The Company shall have the right to proceed directly to court and not be required to arbitrate violations of this Article. The Union, as to a lockout, shall have the same right.

3. The obligations, rights, and provisions of this Article shall be completely independent of and shall not be affected or limited by the inclusion or absence of any other provisions of this Agreement, including the grievance and arbitration provisions.
4. Any employee who participates in any activity proscribed herein shall be subject to discipline, up to and including discharge. If any such discipline is arbitrated, the arbitrator is limited to deciding whether or not the violation occurred. The Arbitrator cannot mitigate the punishment.
5. During the term of this Agreement, the Company will not lock out any employees.
6.

ARTICLE 28 – EMPLOYEE INJURY

Section A

An employee injured during working hours shall receive the rest of the day off without loss of pay, provided that the injuries are such that a doctor orders the employee not to return to work.

ARTICLE 29 – GENERAL

Section A

This Agreement and the local Addendum hereto, when accepted by the parties hereto and signed by the respective representatives thereunto duly authorized, shall constitute the sole agreement between them involving the employees covered by the Agreement. Any alterations or modification of this Agreement must be made by and between the parties hereto and must be in writing.

Section B

In the event any provision of this Agreement or of any Appendix attached hereto is declared invalid by any competent Court or Government agency on account of existing or future legislation, such invalidation shall not affect the remaining provisions of this Agreement and the Appendix attached hereto.

Section C

Any employee leaving the service of the Company will, upon request from the employee, be furnished with a letter setting forth the Company's record of his job classification, stating his length of service and beginning and ending rate of pay.

Section D

Employees entering the service of the Company may be required to take a physical examination specified by the Company. Any time thereafter, an employee may be subjected to further physical examinations during the course of his employment or recall to service after layoff or leave of absence. The cost of Company mandated physicals shall be borne by the Company.

Section E

The Company shall provide bulletin board space at each dining facility for use by the Union. No disparaging comments regarding the Company or its managers shall be placed on such bulletin boards.

Section F

Company payroll records with respect to any employee in the unit whose pay is questioned will be provided upon request of the Union within a reasonable period of time, except for payroll records with respect to the current period with respect to such an employee, which may be examined by the Union upon request during business hours.

ARTICLE 30 – GOVERNMENT REQUIREMENTS

Section A

The Union agrees to cooperate with the Company in all matters required by the United States Government, and the Union recognizes that the terms and conditions of the Agreement are subject to certain sovereign priorities which the United States Government may exercise. The Union agrees that any actions taken by the Company pursuant to a requirement of the United States Government shall not construed to prevent institution of any change prior to discussion with the Union where immediate change is required by the United States Government. The Company will, however, negotiate with the Union concerning the effects of any such change.

ARTICLE 31 – PAST PRACTICES

Section A

Except as expressly set for in this Agreement, the Company shall not be obligated to continue any practice in existence prior to the signing of this Agreement and the continuation or modification of any such practice shall not be considered as creating an obligation to continue any other past practice.

ARTICLE 32 – WORKING CONDITIONS

Section A

Individual employees will not be required or compelled to lift in excess of 40 pounds without the aid of another employee. Furthermore, individual employees will not be required to lift more than 15 pounds above shoulder height.

Section B

Employees will not be required or compelled to operate, or use any equipment that is missing parts or has defective parts of any kind, if the missing or defective part constitutes a hazard to the employee.

ARTICLE 33 – REOPENER

Section A

For the purpose of negotiating changes in wages, health and welfare contributions, sick leave, vacation and holidays, as well as changes in or the introduction of other fringe benefits, the parties shall meet on or about May 15 of each contract year. If the parties are unable to reach agreement by July 1, of each contract year, either party may terminate this Agreement upon ten (10) days written notice to the other party.

ARTICLE 34 – DURATION

Section A

This Agreement shall become effective 28 November, 2023 and shall continue in full force and effect until 27 November, 2024 and shall renew itself each successive November 28th thereafter unless written notice of an intended change is served in accordance with the Labor Management Relations Act, as amended, by either party hereto at least sixty (60) days but not more than ninety (90) days prior to the termination date of the contract.

WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _November, 2023.

FOR THE UNION:

Industrial, Technical, and
Professional Employees Union,
OPEIU Local 4873, AFL-CIO

Wilma Zimmerman
ITPEU Representative

FOR THE COMPANY:

Southern Foodservice
Management, Inc.

Walter Berry
President

APPENDIX A

Non-Exclusive Work Assignments As To Temporary Dining Facilities Permitted In Furtherance of Article 1, Section 2

1. If the number of Assistant Managers needed to staff a specific new Temporary Dining Facility are not available, the Company will determine, in its sole discretion, if any members of the bargaining unit possess the necessary craft skills and management tools necessary to effectively fill the open, additional Assistant Managers slots. Should such qualified employees be identified, the requisite number shall be offered a Temporary Assistant Manager position at that specific Temporary Dining Facility for the length of the operation of that Temporary Dining Facility.

2. During the period of assignment as a Temporary Assistant Manager, the qualified employee shall be treated as an exempt employee and shall receive the average pay of the Assistant Managers at the Temporary Dining Facility less an amount equal to the health and welfare payment if the employee is a participant in the health insurance program under his/her collective bargaining agreement. If the employee does hot participate in such plan, there will be no deduction from the average Temporary Assistant Manager's pay.

3. If any such qualified employee assumes the role of Temporary Assistant Manager, or should any regular Assistant Manager filling a bargaining unit job temporarily leave that job for any reason, all promotions in the bargaining unit granted to cover that employee's absence from the bargaining unit shall be temporary promotions only and when such qualified employees are returned to their previous position(s) for any reason or should the regular Assistant Manager return to the bargaining unit job he was filling, such temporarily promoted employees shall return to their previous position and their pay shall revert back to that of the position to which they are returned.

4. Upon the completion of the life of a specific Temporary Dining Facility, Temporary Assistant Managers shall return to the Main Facility shall and assume the position they occupied immediately prior to their service as Temporary Assistant Managers at the pay rate they received in the position they to which they return.

5. The regular Assistant Managers, up to three (3), shall be permitted to temporarily fill positions in the bargaining unit between assignments to Temporary Dining Halls. These Assistant Managers shall retain the compensation and benefits they receive as Assistant Managers and will not become members of the bargaining unit. During their period of performing bargaining unit work, they shall not exercise any supervisory authority over members of the bargaining unit. They will be gently requested to keep their compensation confidential. However, the Company cannot guarantee compliance.

6. Any bargaining unit employee who is bumped out of her position to open a slot for a Regular Assistant Manager shall retain the rate of the position from which she was bumped. (This does not include individuals on temporary promotion to cover vacancies created by the opening of the Temporary Dining Facility).

7. In the event the actions set out in paragraph 6, above, cause the need for a layoff, only employees with less than six (6) months of seniority can be laid off.

APPENDIX B

WAGES POSITION	CURRENT	EFFECTIVE AS OF 1/1/2024
Cook II	$18.04	$20.24
Cook I	$16.64	$18.84
Ration Clerk	$15.89	$18.09
AFMIS Clerk	$17.60	$19.8
Headcount Clerk/Cashier	$15.54	$17.74
Dining Facility Attendant (DFA)	$15.00	$17.20

HEALTH and WELFARE

CURRENT:

The Company agrees to provide health and welfare benefit to all employees subject to this Agreement at the hourly rate of four dollars and fifty cents ($4.80) per hour. The rate will be applied to all hours paid up to maximum of forty (40) hours per week. Employees may choose to apply the funds towards the Company's offered plans or other benefits. The employees will pay 100% of the premium from any plan chosen and there will be no other copay of premiums by the company. Any portion of the health and welfare monies not utilized to purchase benefits selected by the employees from the Company's Health and Welfare Plan or other benefits will be paid directly to the employee as "cash-in-lieu". Employees may opt for the full amount of the benefit to be paid as "cash-in-lieu".

EFFECTIVE JANUARY 1, 2024:

The Company agrees to provide health and welfare benefit to all employees subject to this Agreement at the hourly rate of five dollars ($5.00) per hour. The rate will be applied to all hours paid up to maximum of forty (40) hours per week. Employees may choose to apply the funds towards the Company's offered plans or other benefits. The employees will pay 100% of the premium from any plan chosen and there will be no other copay of premiums by the company. Any portion of the health and welfare monies not utilized to purchase benefits selected by the employees from the Company's Health and Welfare Plan or other benefits will be paid directly to the employee as "cash-in-lieu". Employees may opt for the full amount of the benefit to be paid as "cash-in-lieu".

VACATION

CURRENT AND EFFECTIVE JANUARY 1, 2024

After one (1) year of continuous service, one (1) week of paid vacation.
After two (2) years of continuous service, two (2) weeks of vacation.
After five (5) years of continuous service, three (3) weeks of vacation.
After ten (10 years of continuous service, four (4) weeks of vacation.

HOLIDAYS

CURRENT AND EFFECTIVE JANUARY 1, 2024

1. New Year's Day	7. Columbus Day
2. Martin Luther King, Jr's Birthday	8. Veteran's Day
3. President's Day	9. Thanksgiving Day
4. Memorial Day	10. Christmas
5. 4th of July	11. Employees' Birthday
6. Labor Day	12. Juneteenth

SICK LEAVE

CURRENT AND EFFECTIVE JANUARY 1, 2024

Sick time is accrued at the rate of one (1) hour of sick pay for every thirty (30) hours worked not to exceed fifty-six (56) hours per annum.

Employee may elect to carry over to 8 hours sick leave into the next fiscal year. Additional accrued but untaken sick leave over 8 hours (or, at employee's option, all sick pay hours accrued) will be paid out at the employee's base rate on the last paycheck of the fiscal year. Employees may not accrue more than fifty-six (56) hours at any given time including those hours carried over. Doctor's notes will not be required from employees to use their sick leave benefit except as detailed in Article 18 of this Agreement. Upon departure, accrued but unused sick leave benefits are forfeited. This sick leave provision is intended solely to provide benefits when an employee is out for illness. Paid sick leave days are not "excused" and still count as absences under the Company attendance policy.

PENSION

CURRENT AND EFFECTIVE JANUARY 1, 2024

The Company shall contribute to the ITPEU Pension Fund $1.35 for all straight time hours worked plus all hours of vacation, holiday, sick leave and bereavement leave for each and every non-probationary employee covered by this Agreement up to a maximum of forty (40) hours per week.

The Company agrees to be bound by the terms and conditions of the Agreement and Declaration of Trust establishing the ITPEU Pension Plan and any amendments duly adapted thereto.

BEREAVEMENT

CURRENT AND EFFECTIVE JANUARY 1, 2024

In the instance of the death of a member of the immediate family of an employee, occurring after the completion of the employee's probationary period, the Company shall grant one paid leave annually (per contract year) not to exceed 3 days to enable such employee to attend the funeral and otherwise assist in the burial of such member of the family. Such days shall

not count against attendance record. Additional days, (in the event of more than one immediate family death per year) would be an excused absence but shall not be paid under this policy. A day's pay shall consist of the employee's regularly scheduled hours for the days during which the bereavement occurs and shall be applicable only to those days within his regular work week. The term "immediate family" as used herein shall consist of the following members only: Mother, Father, Spouse, Children, Siblings, Grandparents and Grandchildren, Aunt, Uncle. No employee otherwise entitled to leave under this article shall receive such benefits unless he gives the Company reasonable notice before taking time off for bereavement purposes, and provides adequate documentation of his bereavement upon request of the Company.

UNIFORM ALLOWANCE

CURRENT AND EFFECTIVE JANUARY 1, 2024

All employees shall receive an allowance of fifteen ($0.15) per hour for laundering and maintaining Company furnished Uniforms. However, if the Company provides wash and wear uniforms or provides laundry services, the allowance shall not be paid.