

**AGREEMENT**

**BETWEEN**

**SODEXO, INC.  
FOR THE FOOD SERVICE EMPLOYEES**

**AT**

**CENTRAL CONNECTICUT STATE UNIVERSITY  
1615 STANLEY STREET  
MEMORIAL HALL  
NEW BRITAIN, CT 06050**

**AND**

**LOCAL 217 UNITE HERE!  
AFL-CIO, CLC**

**FROM: MARCH 1, 2011**

**TO: FEBRUARY 28, 2016**

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## **AGREEMENT**

THIS AGREEMENT made and entered into this 5th day of October by and between Sodexo Inc., managing the food service operations at Central Connecticut State University (CCSU) (hereinafter referred to as the "Employer" or the "Company") and Local 217 UNITE HERE!, AFL-CIO, (hereinafter referred to as the "Union").

### **ARTICLE 1 – RECOGNITION**

Section 1 – The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for purposes of collective bargaining for all its employees on the campus of Central Connecticut State University as certified by the Connecticut State Board of Labor Relations, excluding only the director, manager, assistant manager, chef, assistant chef, baker, office clerical employees, and part-time employees who are students at Central Connecticut State University. The parties recognize that employees who become students at CCSU after starting work will continue to be members of the bargaining unit.

Section 2 – The parties agree to treat each other with respect and work as a team to provide excellent guest service to the CCSU community.

### **ARTICLE 2 – UNION SECURITY**

Section 1 – Each employee shall be required as a condition of employment to become and remain a member in good standing of the Union within thirty (30) calendar days after the date of hire or within thirty (30) calendar days after the effective date of this Agreement, whichever is later.

Section 2 – Upon written notice by the Union, the Employer shall immediately discharge any employee who fails to tender initiation fees, dues and assessments uniformly required to become or remain a member in good standing of the Union.

### **ARTICLE 3 – CHECK-OFF**

Section 1 – Upon receipt of a signed authorization and notification to the Resident Director, the Employer shall, on the first (1<sup>st</sup>) and third (3<sup>rd</sup>) of the month, deduct such initiation fees, dues, and/or assessments as the Union may indicate.

Section 2 – This money shall be sent in one (1) check by the twentieth (20<sup>th</sup>) of the month to the Union, with a list showing all employees, the amount deducted for each, and the reason for each employee for whom a deduction is not made. A list shall also be sent monthly showing all new employees, their date of hire, and all terminated employees and their date of termination.

Section 3 – If an employee shall have failed to receive sufficient wages to equal the dues deduction during the week when the dues are regularly to be deducted by the Employer, the Employer shall not be obliged to make deductions of any kind during that week; however, the Employer agrees to make a double deduction during the following month, provided that the employee has accrued sufficient wages for a double deduction.

Section 4 – The Employer agrees to deduct, during the last full pay period each school year, summer Union dues in an amount designated by the Union for each employee designated by the Union, and to transmit this amount to the Union together with a list of names and amounts deducted.

Section 5 - The Employer agrees to honor political contribution deduction authorization from its

employees, in the following form: I hereby authorize the Employer to deduct from may pay the sum of one dollar (\$1.00) per month and to forward that amount to the UNITEHERE International Union TIP – “To Insure Progress”. This authorization is signed voluntarily and with the understanding that the UNITEHERE International Union TIP – “To Insure Progress” will use this money to make political contributions and expenditures in connection with federal elections. I am aware of my right to refuse to sign this authorization without reprisal. This authorization may be revoked by mailing notices of revocation by the United States registered or certified mail, return receipt requested, to the Treasurer, UNITEHERE International Union TIP – “To Insure Progress” 275 7<sup>th</sup> Avenue, New York, NY 10001, and to the Employer. The political contributions deducted shall be made once each month during which an employee who has performed compensated service has in effect a voluntarily executed political contribution deduction authorization. The money shall be remitted within fifteen (15) days after the last day of the preceding month to the UNITEHERE International Union TIP – “To Insure Progress, , ”275 7<sup>th</sup> Avenue, New York, NY 10001, accompanied by a form stating the name and social security number of each employee fro whom a deduction has been made, and the amount deducted.

## **ARTICLE 4 – CREDIT UNION**

Section 1 – The Employer agrees to make authorized deductions to a credit union designated by the Union.

## **ARTICLE 5 – MANAGEMENT RIGHTS**

Section 1 – The management of the unit and the direction of its personnel, including the right to plan, direct, and control the operation and use of all equipment and other property of the Employer; to assign duties, schedule hours of work, hire, promote, suspend, or discharge for proper cause, to transfer, relieve or layoff and recall employees for lack of work or other legitimate reason subject to layoff and recall provisions of this Agreement; to establish reasonable rules and regulations; to plan the menus and the means and methods to produce and serve it; shall remain vested exclusively in the Employer providing the exercise of such vested rights does not conflict with the provisions of this Agreement.

Section 2 - Nothing contained herein shall be intended or construed as a waiver of any of the inherent and fundamental rights of management, whether the same has been exercised heretofore or not; and these rights are hereby expressly reserved to the Company, so long as the Company’s exercise of these rights does not conflict with the provisions of this Agreement.

## **ARTICLE 6 – UNION REPRESENTATION**

Section 1 – An authorized representative of the Union shall be granted admission to the Employer’s premises on Union business during working hours. The Union representative shall notify the Food Service Director, or his/her representative, when he or she first arrives on the premises. The Union shall be permitted to hold small employee meetings in the employee break areas on non-working time, provided such meetings do not interfere with production. The Union will be permitted to hold general membership meetings of Employer employees on non-working time, after notification has been given the Employer and a space designated by the Employer.

## **ARTICLE 7 – UNION STEWARDS**

Section 1 – The Union shall advise the Employer, in writing, of the names of Union Stewards, who shall participate in the grievance procedure, and who shall be recognized by the Employer as representatives of the employees for purposes of enforcing this Agreement, and who shall

act as representatives on the job of the Union.

Section 2 – Union Stewards shall not have their regular pay reduced because of time spent on legitimate Union business, nor shall employees participating in the grievance procedure have their pay reduced.

Stewards shall have the right to post Union notices at such places as may be designated or authorized by the Employer, provided that such places are easily observable by all employees within the course of their normal day.

Section 3 – Union Stewards have the right to leave their jobs during working hours to investigate grievances provided they first obtain permission from their immediate supervisor, such permission not to be unreasonably withheld.

Section 4 – The Employer will hold a bi-weekly labor-management, Company-paid meeting for Union Stewards and the Director or his/her designee.

## **ARTICLE 8 – GRIEVANCE PROCEDURE**

Section 1 - A grievance is a dispute, which arises between an employee or group of employees or the Union and the Employer. The Company may also utilize this grievance procedure.

**Step 1.** A grievance may in the first instance be brought verbally to the attention of an employee's immediate supervisor by the aggrieved employee(s) and/or the Union Steward.

If the grievance cannot be resolved verbally, or if the employee or the Union Steward wishes to initiate the grievance in writing, it shall be reduced to writing and given to the employee's immediate supervisor within ten (10) working days, who shall schedule a grievance meeting within seven (7) working days, to be held within seven (7) working days of the scheduling, excluding Saturdays, Sundays and holidays. Management shall respond in writing within five (5) working days of the grievance meeting, excluding Saturdays, Sundays and holidays. This time limit for a grievance shall not be used to deny any employee any compensation or other economic benefits provided by this Agreement.

**Step 2.** If the grievance is not resolved at Step 1, it shall be submitted to the Resident District Manager within ten (10) working days, at which time it will be time stamped, and a copy returned to the steward. Management shall respond in writing to the employee, the Union Steward and the Union Office within five (5) working days of the grievance meeting, excluding Saturdays, Sundays and holidays.

**Step 3.** If the grievance is not resolved at Step 2, it shall be submitted in writing within ten (10) working days by the designated Local Union Representative to the Human Resources Director for the Employer, or a representative, who shall schedule a grievance meeting within seven (7) working days of the scheduling excluding Saturdays, Sundays and holidays. Management shall respond in writing to the employee, the Union Steward and the Union Office within five (5) working days of the grievance meeting, excluding Saturdays, Sundays and holidays.

**Step 4.** If the grievance is not resolved at Step 3, it may be submitted by the Union within thirty (30) days of the Step 3 reply to the Federal Mediation and Conciliation Service which shall rule on the issue under its then existing rules and regulations. Costs of the arbitration shall be borne equally by both parties.

Grievances submitted at all steps are to name a primary steward to which the Company will direct all responses.

Section 2 - The Arbitrators shall have no authority to add to, subtract from, modify, or alter any term of this Agreement. Their decision shall be submitted in writing and shall be final and binding upon the parties.

Section 3 - The Union may initiate a Policy Grievance affecting two (2) or more employees at Step 2.

Section 4 - By mutual agreement of the parties, the Union may initiate a grievance of a discharge at Step 2.

Section 5 - Failure to meet agreed upon timelines without a written extension agreed to by both parties will result in forfeiture by the delinquent party.

## **ARTICLE 9 – SENIORITY**

Section 1 - New employees shall be considered as probationary employees until they have been in the employ of the Employer for thirty (30) days. During this period they will be entitled to no seniority. At the end of the probationary period, each new employee will be entered on the seniority list as of the date of his/her employment. The Employer shall not be obligated to rehire any employee who is removed during the probationary period. A thirty (30) day extension of the probationary period may be granted by mutual agreement between the Employer and the Union.

Section 2 - In the event of a reduction of working forces, the last employee hired shall be the first employee laid off, further layoffs continue in like manner. In the event of re-hiring, laid off employees shall be rehired in the inverse order of the layoffs, providing the senior employee is qualified. If seniority is equal, the layoff shall be based on the ability and efficiency of the employee. Employees laid off, have their hours reduced, or bumped from their own classification may bump a less senior employee in another classification, if they are qualified to perform the work. In the event of bumping, the Employer will provide adequate notice such that all employees who will be bumped have five (5) working days' notice before their job or schedule is changed.

Section 3 - Seniority shall also apply on scheduled days off, shifts, vacations schedules, and reductions in hours, provided the senior employee can perform the work.

Section 4 - Seniority shall be lost for the following reasons

1. Quitting voluntarily.
2. Discharge for just cause.
3. Absence for two (2) consecutive days without notifying the Employer, in which case, the employee shall be considered to have quit voluntarily, except in cases where it is proven the employee was legitimately unable to notify.
4. Failure within forty-eight (48) hours of notification to return to work, or to arrange a date to return to work after a lay-off, when notified at last known address by

- telegram.
5. Layoff for a period exceeding twelve (12) consecutive months.
  6. Engaging in gainful employment during a leave of absence, unless such employment is mutually agreed upon.
  7. Promotion from the bargaining unit for a period in excess of thirty (30) calendar days.

Section 5 – It is agreed that because of special training or skill or other reasons necessitated by sound business requirements, it may be necessary to retrain some employees regardless of length of service. The parties hereto recognize that in the application of seniority rights the necessity for such exceptions shall receive the consent of the parties, provided such proposals are reasonable and necessitated. Such exceptions to the application of seniority rights shall be mutually agreed upon.

Section 6 - Union Stewards shall have super-seniority over all other employees for the purposes of layoff (permanent) and recall only.

The Union shall provide the Company with a list of Union stewards and definition of their seniority rights.

Section 7 – Within thirty (30) days of the signing of this Agreement, the Employer shall prepare and submit to the Union a seniority list. The Employer and the Union shall resolve promptly any disagreements over this list, which shall then become the initial seniority list.

Section 8 – Existing employees who bid into benefits-eligible positions shall not be considered new hires for the purpose of determining eligibility.

## **ARTICLE 10 – PROBATIONARY PERIOD**

Section 1 – The first thirty (30) calendar days of an employee's employment shall be a probationary period, and during that period, an employee may be discharged without recourse to the grievance procedure, except in the event of a discharge, which is discriminatory as defined in this Agreement.

## **ARTICLE 11 – PROMOTIONS AND JOB OPENINGS**

Section 1 – All openings shall be posted in a place normally visited by all employees for not less than three (3) working days. If no request for the opening is received by the Employer from an employee after three (3) working days, he may hire a new employee. The Company will make a reasonable effort to contact employees who are absent due to approved leaves of absence, excused absence or illness. Employees must be available to work according to Company needs. The Employer agrees to fill job vacancies as soon as a qualified applicant can be found. The Employer may hold the successful applicant in his/her current job for up to five (5) working days, but will make the employee whole for any difference in earnings.

Section 2 – Qualified employees are entitled to the opening on the basis of seniority.

Section 3 – Qualified part-time employees may, if entitled by the above bidding system, increase their schedule of hours worked before new employees are hired.

Section 4 – For the purposes of this contract, qualified shall be defined as follows:

1. The employee has the immediate ability to perform the job with a minimal period

necessary for job familiarization – not for job training.

OR

2. A. First Cook: The employee must come from the Second Cook classification and have worked in the classification for a period of seventy-five (75) working days.  
B. Second Cook: The employee must come from the Cook's Helper, Grill Cook, Salad Prep or Baker's Helper classifications.  
C. Any other position: All employees are qualified.
3. When bidding on job vacancies, the following conditions apply: Employees will have the opportunity to work a position for up to thirty (30) days. During the thirty (30) days, parties will evaluate performance. If at any time during the trial period, the Employer or employee determines that the employee is reasonably unable to perform the job, he/she may be returned to his/her former position. The Employer will give written notice to the Union and stewards within three (3) days of a decision that an employee is unqualified and why. If no written notice is given, employee retains the job.

Section 6 – The Union Steward upon request will be shown the number and names of applicants, the successful bidder and the basis for that employee's success, or the fact that a new employee was hired.

Section 7 – Summer positions shall be offered by seniority provided the senior employee is qualified to perform the work.

Section 8 – Returning employees will be offered the same job after a school shutdown as they had prior to the shutdown provided such job is available.

The Union and the Company will work jointly to develop a Training Plan.

## **ARTICLE 12 – LEAVE OF ABSENCE**

Section 1 – An employee shall be entitled to a leave of absence for good cause including parental leave and other FMLA provisions. Except in the event of an emergency, the employee shall request such a leave of absence in writing not less than one (1) week before the beginning of the requested leave. Such a leave of absence shall not exceed one (1) year. An authorized leave of absence shall not interrupt seniority. An approved leave of absence commencing after start of Summer Shutdown and before start of Fall Semester will be considered to have begun as of Summer Shutdown, except in the case of legitimate medical reasons.

Section 2 – The Employer shall send the Union written notice of its acceptance or rejection of any request for a leave of absence.

Section 3 – The Employer will permit up to two (2) employees at a time to have an unpaid Union Leave of Absence for up to six (6) months.

Section 4 – The Employer agrees to pay for up to forty (40) hours total of a Union Leave of Absence for bargaining unit employees per year at the employees' regular rate of pay. The forty (40) hours are to be used collectively by the bargaining unit. The Union will notify the Employer of the names of the employees who will use this time, and when.

Section 5 – The Employer will pay a female employee an amount of money equal to one (1) month of Temporary Disability Income Insurance (per Article 34, Section 2 of this Agreement)

while she is out from work on maternity leave. The employee must use her sick days before receiving this money.

## **ARTICLE 13 – DISCIPLINE AND DISCHARGE**

Section 1 – The power of discharge and discipline lies with the Company and the Company agrees that discipline shall be for just cause only, subject to the grievance procedure and shall when practical be progressive in nature.

Section 2 – The progression for discipline will be\*:

- Coaching and Counseling (no notice required)
- Oral Warning
- Written Warning
- Suspension without pay
- Termination

Section 3 – The Union shall be advised in writing of all disciplinary actions other than coaching and counseling.

Section 4 – All disciplinary notices will be removed from an employee's file after one (1) calendar year and remaining notices will be reduced one step, except suspensions will not be reduced if additional discipline is issued within one (1) month of the suspension.

Section 5 – When have a conversation with an employee that may lead to discipline or issuing discipline to an employee, the Company will offer to have a steward present and will meet in private. If an employee chooses not to have a steward present for discipline, he/she will sign a waiver of representation form.

(\*Steps may not be followed given the circumstances and severity of the infraction.)

## **ARTICLE 14 – HOURS OF WORK**

Section 1 – The hours of work shall be an eight (8) hour day and a five (5) day week for:

1. Positions of workers who are scheduled forty (40) hours a week as of 1/1/00;
2. Positions to which workers have been or will be hired at forty (40) hours per week after 1/1/00;
3. Positions of workers whose schedules are increased to forty (40) hours a week after 1/1/00.

Section 2 – Premium pay of time-and-one-half (1 ½ x) the employees' regular straight time hourly rate of pay shall be paid for all hours worked in excess of eight (8) hours in any one (1) day or forth (40) hours in any one (1) calendar week. Time-and-one-half (1 ½ x) shall be paid for work in the sixth (6<sup>th</sup>) and/or seventh (7<sup>th</sup>) consecutive day of work.

Section 3 – All five (5) day employees shall be entitled to two (2) consecutive days off in each week, unless an employee requests to be scheduled otherwise and management approves such request, or where operational needs prevent such scheduling. The Employer will make every attempt to stabilize schedules.

Section 4 – Schedules shall not be changed by the Employer with less than one (1) week's notice, except in the event of a bona fide emergency.

Section 5 – Time off shall not be given in lieu of overtime.

Section 6 – An employee who reports for work as scheduled or as requested by the Employer and is sent home by the Employer shall be paid for four (4) hours unless the employee's regularly scheduled shift is less than four (4) hours, in which case the employee shall be paid for the full shift. An employee who reports to work as scheduled or as requested by the Employer and works one (1) hour or more and is sent home by the Employer shall be paid for the full shift. During inclement weather with a possible school closing, student center employees should call the Company Supervisor prior to the employee reporting for work.

Section 7 – Overtime will be offered to the most senior qualified employee first. The Employer shall keep records, available to the Union Steward upon request, to show overtime distribution.

Section 8 – All employees who work four (4) hours or more shall receive one (1) fifteen (15) minute paid rest break and two (2) such breaks for employees who work a shift of five (5) hours or more. All employees who are scheduled for more than six (6) hours shall receive one (1) additional unpaid thirty (30) minute break. The Employer reserves the right to designate the times when breaks are taken.

All food selections for breaks should comply with the Employer's Associate Meal Policy.

Section 9 – These break periods shall be uninterrupted, and a clean, sanitary, well ventilated area with tables and chairs shall be provided.

Section 10 – Overtime and deductions for lateness shall be calculated on actual time.

Section 11 – The Company will make every effort to replace bargaining unit employees. The Company will offer qualified bargaining unit employees work by seniority. The Employer will first offer shifts by seniority to employees who will not incur overtime. If such an employee is not available, the Company will offer overtime to senior employees. If such employees are not available, the Company may offer the hours to substitute or student employees.

Section 12 – The Company shall make the daily call-in log available for review by Union Stewards.

## **ARTICLE 15 – NO DISCRIMINATION**

Section 1 – Neither the Employer nor the Union shall discriminate against any employee or applicant on account of activities in or on behalf of the Union, or on account of political activities or beliefs, race, creed, color, sex, national origin, age, sexual orientation, or physical or mental disability. The parties to this Labor Agreement commit to abide by the Americans with Disabilities Act, (A.D.A.), and hereby recognize the Company's responsibility to accommodate while the Union retains the right to grieve seniority issues.

## **ARTICLE 16 – SAFETY**

Section 1 – The Employer agrees to provide safe, sanitary working conditions for all employees. The employees agree to adhere to all legally required safety procedures and to abide by reasonable safety regulations posted by the Employer.

Section 2 – If safety equipment is found to be necessary by a State or Federal agency or through a mutual agreement, the cost of such equipment shall not be charged to the employee.

Section 3 – It is understood by all parties that safety in the workplace is of the utmost importance. In order to work together to improve safety in the workplace is of the utmost importance. In order to work together to improve safety in the workplace and reduce accidents the Company will dedicate one of the monthly labor management meetings to safety. All associates will be invited to attend the sessions. The Company and the Union will jointly select one (1) steward to be a safety liaison with the associates and management. The Company will also dedicate one (1) monthly CHAT session to safety training in the workplace.

Section 4 – The Company will provide a reasonably accessible first aid kit in each building.

## **ARTICLE 17 – MEALS**

Section 1 – Each employee shall be entitled to a full meal, provided by the Employer at no cost to the employee, for each normal meal period through which the employee works. The meals shall be of the same quality normally served in the dining rooms. All employees are entitled to “coffee and” during their break.

## **ARTICLE 18 – UNIFORMS**

Section 1 – All employees, as a condition of employment, will be required to wear a uniform and slip resistant shoe of a style and type as decided by the Company. Uniforms will be provided at no cost to the associate in adequate size (women’s pants and men’s pants order by leg length), number, and fit to wear clean clothes on each shift, normally one (1) uniform per shift to a maximum of five (5) uniforms. The Company will provide uniforms to meet this level within five (5) weeks after ratification of the Contract. Employees will have the option of wearing slacks or skirts. Cooks will be provided with chef’s coats. If the Employer fails to provide uniforms within six (6) weeks of employee request, affected employees will not be disciplined in any manner whatsoever for coming to work out of uniform. Employees shall receive their full contractual allotment of uniforms in September of each academic year.

Section 2 – Employees who may be required or allowed by exception to purchase their own uniforms will be reimbursed by the Company up to ninety-five dollars (\$95.00) upon presentation of receipt verifying proof of purchase. Employees will be reimbursed for the purchase of shoes to a maximum of seventy-five dollars (\$75.00) per year effective January 1, 1998; eighty dollars (\$80.00) per year effective January 1, 1999 and eighty-five dollars (\$85.00) per year effective December 31, 1999. Reimbursement of the purchase of uniforms and shoes is contingent upon their meeting the requirements specified by the Company. All reimbursements will be made in the following pay cycle.

Section 3 – For employees who maintain their own uniforms, the Company will pay such associates four dollars and twenty-five cents (\$4.25) per week worked for such maintenance.

Section 4 – The Company will replace any uniforms that become damaged or worn within five (5) weeks of request (exclusive of out of stocks and special orders). Employees will be required to turn in their worn out uniforms in exchange for replacements.

## **ARTICLE 19 – PAID HOLIDAYS**

Section 1 – The following shall be paid holidays for all regularly scheduled employees:

Thanksgiving Day	Lincoln’s Birthday
Day after Thanksgiving	George Washington’s Birthday
Columbus Day	Good Friday

Employee's Birthday  
Labor Day

Memorial Day

\*Note: Lincoln's Birthday and George Washington's Birthday will be paid on the days observed by Central Connecticut State University.

Section 2 – The first pay period of December, employees will be paid a holiday bonus equivalent to one (1) days holiday pay.

Section 3 – Employees who work during the week of July 4<sup>th</sup> will be paid Fourth of July as a holiday.

Section 4 – Employees regularly scheduled for six (6) days per week shall also receive the Saturday following Thanksgiving as a paid holiday.

Section 5 – An employee who does not work on one of the holidays shall be paid for the day at the employee's regular straight time hourly rate of pay times that employee's average daily regularly schedule number of hours. Employees shall be paid for these holidays notwithstanding layoffs because of the school calendar.

Section 6 – An employee who does work on one of the holidays, shall receive double time pay, which shall include his/her holiday pay, for all hours worked.

Section 7 – Employees who are scheduled and work on Easter Sunday shall receive double time (2x) for all hours worked.

Section 8 – Employees who are scheduled and work on Labor Day shall receive double time (2x) for all hours worked.

Section 9 – An employee who normally works in more than one (1) job classification shall be paid holiday pay at the highest rate of hourly pay normally received.

Section 10 – An employee working at a temporarily upgraded rate of pay on a holiday shall receive holiday pay at the temporarily upgraded higher rate, an employee who does not work on a holiday but works the day before and the day after at a temporarily upgraded rate of pay shall be paid for the holiday at the temporarily upgraded higher rate.

Section 11 – The Employer agrees not to employ casual labor to circumvent the provisions of this Article.

Section 12 – Work on holidays shall be offered by seniority. If insufficient staffing results the Employer may require employees to work in order of reverse seniority.

Section 13 – In order to be eligible for holiday pay, an employee must work the last scheduled shift before the holiday and the first scheduled shift after the holiday unless properly excused. "properly excused" will include approved time off within the seven (7) calendar day time frame for requesting time off based on management discretion and business needs.

Section 14 – Employees shall be entitled to their birthday as a paid holiday, or a day in lieu of their birthday. Employees will give their supervisors at least one (1) weeks notice of their intent to use this day. If an employee is scheduled to be off on his or her birthday and management asks him or her to report to work, the employee shall receive double time (2x) pay for hours

worked. Employees Birthday Holiday Pay shall not be paid during a shut down period.

Section 15 – When an employee is out due to his/her paid birthday holiday, management shall first attempt to fill the vacancy with a bargaining unit employee prior to scheduling a student worker. Management, however, shall not work in the vacant position.

Section 16 – Employees shall be paid for holidays notwithstanding layoffs of the school calendar. Payment for holidays that fall during layoff periods will be made in the first pay period following the employees' return from layoff.

Section 17 – Every academic year, each employee regularly scheduled to work at the Student Center shall be entitled to one paid "Student Center Day" to be used on days when the building's food service operations are closed because of inclement weather.

## **ARTICLE 20 – PAID PERSONAL DAY**

Section 1 – All regularly scheduled employees who have completed their probationary period will be entitled to one (1) paid personal day per school year. Employees will give their supervisor at least one (1) week's notice of their intent to use this day. Pay for such day will be at the employee's regular hourly rate times the employee's normal schedule of hours per day.

## **ARTICLE 21 – PAID VACATIONS**

Section 1 – Each regularly scheduled employee on his or her anniversary date shall be annually entitled to one (1) week vacation with full pay for their regularly scheduled number of hours per week after one (1) year's employment, and to two (2) such weeks of paid vacation after two (2) years employment.

Section 2 – Each regularly scheduled employee on his or her anniversary date shall be annually entitled to the following vacation with full pay for their regularly scheduled number of hours per week based on the following year seniority:

Six (6) years	Three (3) weeks
Ten (10) years	Four (4) weeks
Eighteen (18) years	Five (5) weeks

Section 3 – Eligible employees who terminate for any reason whatsoever after having completed six (6) months or more of service shall be paid for accrued vacation on a pro rata basis.

Section 4 – Vacation pay shall accrue to all eligible employees, as outlined above in Section 1 on their anniversary date, as services are rendered, and shall be considered wages and construed as wholly earned at the commencement of the employee's vacation period or at termination as provided above. Vacation pay shall be given to the employee at the end of the week preceding the vacation week.

Section 5 – When a holiday falls during the vacation period, the employee shall be entitled to holiday pay for that day(s).

Section 6 – Employees may take their vacation time during any shutdown period. Employees' option shall be designated by May 1<sup>st</sup> of each year.

Section 7 – Employees who voluntarily quit will be expected to give two (2) weeks notice of their

intent to terminate their employment.

## **ARTICLE 22 – PAID SICK LEAVE**

Section 1 – Effective the first day of the Academic year, eligible employees will be credited with ten (10) days paid sick leave. Employees will be paid for unused days at their then current rate of pay and scheduled hours at the close of the academic year but no later than the first payday after May 1<sup>st</sup> of any given year. Employees who work less than twenty (20) hours per week will have sick day pay calculated as follows: One (1) sick day equals the average weekly hours over the preceding month (excluding periods of shutdown, Thanksgiving week, etc.) divided by ten (10).

Section 2 – New employees will not be eligible for paid sick days until they have been employed for six (6) months. At that time, they will receive pro-rata paid sick leave credit for the rest of academic year.

Section 3 – Employees will not be required to use their paid sick leave when requesting or receiving days off.

Section 4 – Upon termination of employment, any employee who has not used any part of his or her credited sick days, including the sick day bank for employees who have one, will be paid in full for such unused sick days at their then current rate of pay and scheduled hours.

Section 5 – Sick leave shall be used for absence from work for any of the following reasons:

1. Illness of the employee, spouse, or child.
2. An employee's or dependents medical or dental appointments which cannot be made outside working hours.
3. An employee's pregnancy.
4. Employees may use one (1) of their earned paid sick leave days per contract year for the purpose of conducting personal business. Employees will give their supervisor at least one (1) week's notice of their intent to use this day.

Section 6 – The Employer may require medical certification substantiating sick leave absences of three (3) or more consecutive work days.

Section 7 – No employee's seniority or benefits shall be affected in any way on account of an absence for medical reasons, whether paid or unpaid, for a period of three (3) months. After three (3) months, all benefits excluding insurance shall be pro-rated. An approved leave of absence commencing after start of Summer Shutdown and before start of Fall Semester will be considered to have begun as of Summer Shutdown, except in the case of legitimate medical reasons.

Section 8 – An employee who is taken ill at work and who leaves work may be entitled to use paid sick leave to maintain a full day's pay at the employee's request, which shall be calculated at the rate of one-half ( $\frac{1}{2}$ ) day's sick leave used for an absence of one-half ( $\frac{1}{2}$ ) the employee's regular shift or less, and one (1) day's sick leave used for an absence of more than one-half ( $\frac{1}{2}$ ) the employee's regularly scheduled shift.

Section 9 – A list of each employee's accumulated sick leave shall be maintained by the Employer and available to the Union upon request. Each employee shall be notified at least once annually of his or her accumulated sick leave.

## ARTICLE 23 – BEREAVEMENT LEAVE

Section 1 – All regularly scheduled employees shall be entitled to three (3) working days paid leave in the event of a death in the immediate family, which shall be defined as husband, wife or significant other, child, brother, sister, parent, grandparent, grandchild, or mother-in-law, father-in-law, sister-in-law, or brother-in-law or Legal Guardian. Significant others must be identified in writing in an employee’s file and cannot be changed for one (1) year from time of identification.

Section 2 – In addition, any employee shall be granted reasonable unpaid bereavement leave. An employee may use sick time to cover unpaid time off.

Section 3 – If a call-in employee is prescheduled to work or would have been called in to work, she/he will be entitled to benefits under this Article.

Section 4 - It is understood and agreed that the Employer may require satisfactory proof as to any such death and the true relationship of the deceased to the employee. It is understood it is not the purpose to afford an employee paid funeral leave for any purpose not related to the death in the immediate family as provided.

## ARTICLE 24 – INSURANCE

Section 1 - Effective January 1, 2012, the Employer agrees to contribute for each employee covered by this agreement to UNITE HERE HEALTH (“Fund”) for the purpose of providing health and welfare benefits under UNITE HERE HEALTH Food Service Plan (“Plan”), or such new, merged or consolidated plans as may be adopted by the Trustees

In order to be eligible for health and welfare Employer contributions an employee must meet the following criteria:

1. Is regularly scheduled to work twenty (20) or more hours per week;
2. Is employed in a classification covered by the collective bargaining agreement;
3. Has been employed for sixty (60) calendar days as of the first day of any month;
4. Has elected and signed up for health and welfare benefits coverage on a timely basis;
5. Is actively employed or on seasonal layoff.

Employees are not permitted to waive coverage in exchange for wages or some other type of benefit.

The Employer will pay one hundred percent (100%) of the cost of the premium for the level of coverage that the employee elects; that is, employee only coverage, employee+1 coverage, or family coverage.

The monthly premiums for National Food Service Plan “A” shall be as follows:

<b>Level of Coverage</b>	<b>Effective 01/01/12</b>	<b>Effective 01/01/13</b>	<b>Effective 01/01/14</b>
Employee only	\$ 553.72	\$ 609.10	\$ 670.10
Employee+1	\$1,109.05	\$1,219.95	\$1,341.95
Family	\$1,563.40	\$1,719.74	\$1,891.71

The premium increases for January 1, 2013 and January 1, 2014 represent a ten percent (10%) increase. These premiums are the maximum that the Employer will be required to contribute. It is understood that based on plan experience, the Fund may determine that the increase in the

premiums necessary for January 1, 2013 and January 1, 2014 are less than what is listed above. In that case, the Employer's monthly contribution will be the lesser monthly contribution as determined by the Fund.

Effective January 1, 2015 through February 28, 2016, the Employer's monthly contributions will be as determined by the Fund.

The Employer will continue to make monthly contributions on behalf of eligible employees who are on seasonal layoff (that is, Christmas break, Spring break, summer layoff).

Said contributions shall be submitted monthly, together with a report of the employee data required by the Fund, on the format prescribed by the Fund, no later than the fifteenth (15<sup>th</sup>) day of the month following the month for which contributions are to be made.

The Employer and the Union agree to be bound by the Agreement and Declaration of Trust ("Trust Agreement") of the said Fund as may, from time to time, be amended, and they do hereby irrevocably designate as their respective representatives on the Board of Trustees, such Trustees named in said Trust Agreement as Employer and Union Trustees, together with their successors selected as provided therein, and agree to abide and be bound by all procedures established and actions taken by the Trustees pursuant to said Trust Agreement. Any provision in this Agreement that is inconsistent with the Trust Agreement, or the Plan of Benefits, rules, or procedures established by the Trustees, shall be null and void.

Section 2 - The Employer shall provide at no cost to the employee or their dependents a dental plan: Aetna (see attached Appendix B for plan details).

Section 3 – The Employer shall provide a Temporary Disability Income (TDI) Plan, which shall be the 1-8-26 plan at the rates shown below per week for employees regularly scheduled less than twenty (20) hours a week; employees regularly scheduled twenty (20) hours a week or more shall receive the rates shown below per week. This TDI benefit will not be paid while the employee is receiving any earned paid sick leave under Article 22 of this Agreement.

Effective 10-4-2011:

Less than 20 hrs/wk  
Up to \$320.00 per week

More than 20 hrs/wk  
Up to \$420.00 per week

Section 4 – The Employer will provide, at no cost to the employee, Life Insurance and Accidental Death and Dismemberment Insurance of two thousand dollars (\$2,000.00) to all employees regularly scheduled for twenty (20) hours or more per week.

## **ARTICLE 25 – WAGES**

Section 1 – Wage rates shall be in accordance with the attached Schedule "A", which is hereby incorporated herein.

Section 2 – If any new bargaining unit job classifications are created by the Employer during the life of this Agreement, the Employer shall meet with the Union to negotiate the contract rate of pay.

Two (2) benefit level positions in the classification On-Call Worker shall be created, they shall be entitled to all the benefits covered in the collective bargaining agreement. The starting pay

for these two (2) positions shall be as agreed to in wage schedule. These positions shall be posted per normal posting procedures of the Contract. Benefit-level On-Call Workers shall receive their own rate of pay or the classification in which they are working, whichever is greater.

Additional On-Call Workers shall be paid an additive of eighty cents (\$.80) per hour in lieu of any of the benefits of this Agreement. The non-benefit-level On-Call Workers shall receive their own rate of pay regardless of the classification in which they work. The Employer shall maintain a list of no more than six (6) non-benefit-level On-Call Workers. Except in cases of emergency, such workers shall not work more than eight (8) hours in any one (1) day or forty (40) hours in any one (1) week.

On-Call Workers will be divided into A and B lists for the purpose of being called to fill in for shifts. Each Worker will make the initial determination about which list she/he is on. The lists by classification are as follows:

**A List**

1st Cook  
Baker II  
2<sup>nd</sup> Cook  
Grill Cook  
Baker's Helper  
Cook's Helper  
Salad prep  
Cashiers in cash –handling positions  
Banquet Worker

**B List**

Receiver  
Lead Dishwasher  
Cashiers in non-cash-handling  
positions  
Food Service Worker  
Utility  
Potwasher – Memorial Hall  
Bussing

## **ARTICLE 26 – GENERAL PROVISIONS**

Section 1 – Bargaining unit work shall be performed by bargaining unit personnel only, except in the case of emergencies or to meet immediate guest requests. It is the Company's intention not to dissipate the bargaining unit through the use of employees not covered by the Labor Agreement.

Section 2 – Except in the case of emergencies or to meet immediate guest requests, employees shall only do the work customarily performed by their job classifications, and shall not be disciplined in any manner whatsoever for refusal to work out of classification.

Section 3 – Employees will be required to perform a higher-paid job in the event of an emergency. Such employees shall be paid at the higher rate of pay for all such work.

Section 4 – All employees shall be provided with sufficient supplies and equipment to perform their work. Employee abuse of school and Company equipment may result in disciplinary action. The Employer shall endeavor to keep all equipment maintained properly and to fix faulty equipment in a timely fashion.

Section 5 – Management will provide sufficient training to all new employees and current employees in new positions before requiring employees to carry a full load. Management shall not require an existing employee to perform the work of a new employee who cannot adequately perform his/her own work. If a bargaining unit employee trains another employee, she/he will receive one and one-half times her/his regular straight time rate of pay for all hours spent training, when specifically assigned to do training by management. This provision shall

apply to On-Call Workers.

Section 6 – No employee shall be forced to work beyond the end of his or her scheduled shift. However, employees will be expected to work reasonable overtime when requested.

Section 7 – Employees shall not be required to do seasonal cleanup work within their regularly scheduled hours unless they are relieved of their normal duties. Employees needed for seasonal cleanup will be chosen from a voluntary sign-up sheet by seniority. If an insufficient number of employees volunteer for such work, they will be scheduled according to inverse seniority. Employees doing such work will be paid the regular rate of pay for the work being performed or their personal rate of pay, whichever is higher.

Section 8 – Upon request, the Employer shall spell out the line of supervision for any employee. No student manager shall have supervisory authority over bargaining unit employees.

Section 9 – Each employee will receive a turkey at Thanksgiving.

Section 10 – The Employer shall provide adequate storage facilities for the safe keeping of the employees personal goods.

Section 11 – Pay checks will be distributed on Friday of each week by the General Manager or a designee. Those who do not work a Friday schedule will receive their paychecks on Thursday if paychecks are available, consistent with past practice. When the Company makes an error of one (1) hour or more on a paycheck, the correction will be made in three (3) business days in the form of a check.

Section 12 – All employees will receive and sign for receipt of a job description provided by the Company. Signing only acknowledges receipt.

Section 13 – The Company and the Union agree to split the cost up to one thousand dollars (\$1,000.00) of printing the CBA in Spanish.

## **ARTICLE 27 – BANQUETS**

Section 1 – The number of associates specifically assigned to banquets will be increased to three (3), the third position to work a varying schedule as needed. When not engaged in banquet service they shall help in the Food Service, Salad Prep and Cook's Helper classifications. They shall maintain their rate of pay while performing work in those other classifications.

Section 2 – Staffing needs beyond the three (3) regular banquet workers will be in accordance with current staffing practices outlined as follows. Employees may inform the Company of their desire to work banquets. The Company will interview these employees and once deemed qualified, the Company will train such employees in a timely manner. Once trained the Company will schedule qualified employees to work unless it incurs overtime or a function specifically requires (i.e., deliveries, pick-ups, setups) or a client specifically requests student staff. Nothing in this Article will preclude the Company from offering overtime to bargaining unit employees if it so desires.

The Company will add hours to the third (3<sup>rd</sup>) person and that employee will do other banquet functions prior to utilizing On-Call employees or other employees

Section 3 – Non-banquet Steadies working banquets shall be paid a minimum guarantee of

three (3) hours. Employees who work banquets shall receive a meal at no cost, and shall not have the meal time deducted from their pay. The past practice of the number of customer's server (15-20) will not be changed to offset this guarantee.

Section 4 – The Employer will provide and maintain required uniforms for employees working banquets. Uniforms will be held in inventory until such time as needed and staffing needs determined.

## **ARTICLE 28 – SUCCESSORS AND ACCRETIONS**

Section 1 – This Agreement shall be binding upon the successors and assigns of the parties, and no provisions, terms, or obligations herein shall be affected, modified, altered, or changed in any respect by any change in the legal status, ownership, or management of Sodexo, Inc. at Central Connecticut State University, and the Employer shall be liable for the insertion of these obligations into a bill of sale or other instrument of transfer. The above clause shall have no affect on any other operation of Sodexo, Inc., other than on the campus of Central Connecticut State University.

Section 2 – In the event of the expansion of any of the Employer's food service operations on the campus of Central Connecticut State University, the terms and conditions of this Agreement shall be applied to the employees in such expanded food service operations.

Section 3 – In the event of the Employer's bankruptcy or termination of its operations at Central Connecticut State University for any reason whatsoever, all funds owed to or accrued by the employees and all funds owed by the Employer to the Union on behalf of the employees shall be deemed trust funds, and the employees and the Union shall have first and prior lien on all such funds.

## **ARTICLE 29 – JURY DUTY**

Section 1 – Employees who are subpoenaed for jury service shall be paid for time lost as a result of such jury duty at their regular rate of pay. Employees shall remit to the Employer any pay received from any other source for such jury duty.

## **ARTICLE 30 – NO STRIKE-NO LOCKOUT**

Section 1 – The Union shall not strike during the term of this Agreement.

Section 2 – The Employer shall not lock out its employees or any group of its employees during the term of this Agreement.

Section 3 – No employee shall be required to cross any picket line which any labor organization may establish at the Employer's premises, nor shall any employee be disciplined in any way whatsoever for failure to cross such a picket line.

## **ARTICLE 31 – CONFLICT OF LAWS**

Section 1 – In the event that any of the provisions of this Agreement are found to be in conflict with any valid Federal or State Law now existing or hereinafter enacted, it is agreed that such law shall supersede the conflicting provisions or they shall be renegotiated, without in any way affecting the remaining provisions.

## **ARTICLE 32 – PENSION**

Section 1 – Commencing with the effective date of this Agreement, the Employer shall

contribute the amounts shown below for all hours worked by bargaining unit employees to the UNITEHERE Pension Fund for the purpose of providing pension benefits under the UNITEHERE Pension Plan, or such new merged or consolidated plan as may be adopted by the Trustees. Said contributions shall be submitted monthly, together with a report of the employee date required by the Trust Fund, on the format prescribed by the Trust Fund, no later than the fifteenth (15<sup>th</sup>) day of the month following the month of which contributions are to be made.

Effective 6/1/2011	\$2.64 for all hours worked
Effective 1/1/2012	\$2.67 for all hours worked
Effective 6/1/2012	\$2.83 for all hours worked
Effective 1/1/2013	\$2.87 for all hours worked
Effective 6/1/2013	\$3.04 for all hours worked
Effective 1/20/2014	\$3.08 for all hours worked

Section 2 – The Employer and the Union agree to be bound by the Agreement and Declaration of Trust of that said UNITEHERE Pension Fund as may, from time to time, be amended, and they do hereby irrevocable designate as their respective representative on the Board of Trustees, such Trustees named in said Agreement and Declaration of Trust as Employer and Union Trustees, together with their successors selected as provided therein, and agree to abide and be bound by all procedures established and actions taken by the Trustees pursuant to said Trust Agreement. Any provision in this Agreement that is inconsistent with the Agreement and Declaration of Trust, or the Plan of Benefits, rules or procedures established by the Trustees, shall be null and void. Nothing in this Article will alter the contribution amounts, method or timing of payment agreed to in this collective bargaining agreement.

Section 3 – The Employer agrees to make available to the Fund any and all records of employees hired, classification of employees, names, social security numbers, date of hire, rate of pay and hours worked, that the Fund may require in connection with the sound and efficient operation of the Fund.

## **ARTICLE 33 – STAFFING**

Section 1 – No students will be scheduled to work more than twenty (20) hours per week nor will any students regularly work more than twenty (20) hours per week.

Section 2 – Students will not work more than thirty percent (30%) of the total hours worked per semester. Bargaining unit associates will work at least seventy percent (70%) of the total hours worked per semester. The Company will provide to a designated union steward the Time Clock Detail Report which will indicate time in and time out by students.

Section 3 – The Company will provide the Union with the hours worked in the previous semester by June 15<sup>th</sup> and January 15<sup>th</sup> of each year.

Section 4 – The Company will give employees and the Union ten (10) working days notice of any layoff/reduction in hours. The Company will not reduce hours or eliminate positions without just cause. The Union recognizes that variances from budget may contribute to just cause. The Company will not reduce scheduled hours strictly to increase profits.

Section 5 – The Company will provide the Union a copy of the hours scheduled for bargaining unit and student employees by September 30<sup>th</sup> and February 28<sup>th</sup> of each year.

Section 6 – If hours reductions are necessary, the Company will make every effort to reduce

hours by seniority without reducing a benefit level position to less than benefit level.

Section 7 – The Company will not reduce hours as the result of self-serve operations.

Section 8 – The parties agree to avoid split shifts whenever possible. However, in the event that the Employer schedules split shifts to meet the client's needs, the "break" will be no longer than one and one-half (1½) hours long, unless the employee agrees, and those employees so scheduled shall receive a premium of one dollar (\$1.00) per hour for all hours worked. (This does not apply to persons who voluntarily sign up for two [2] part-time positions.)

Section 9 – If a position is vacated, it will normally be posted as it was when the employee left. In the event that the position will be posted with changes, the Employer agrees to do so in accordance with Article 14 and Article 33, Section 4.

Section 10 – For the duration of the Agreement, student workers shall in no case replace employees or perform work being done by members of the bargaining unit whose employment is terminated.

Section 11 – During reduced scheduled days (not weekends), Reading Days and Holidays at least seventy percent (70%) of the total labor hours will be offered to bargaining unit workers.

Section 12 – The Company shall require proof of current active enrollment for all student employees.

Section 13 – During the winter shutdown, the Company shall call bargaining unit employees before calling student employees.

# ARTICLE 34 – DURATION

This Agreement shall be effective March 1, 2011 and shall be in full force and effect until midnight, February 28, 2016.

**SODEXO AT  
CENTRAL CONNECTICUT STATE UNIVERSITY  
1615 STANLEY STREET  
MEMORIAL HALL  
NEW BRITAIN, CT 06050**

**UNITE HERE  
LOCAL 217**

  
\_\_\_\_\_  
**GERRY McLAUGHLIN  
SENIOR DIRECTOR, LABOR RELATIONS**

  
\_\_\_\_\_  
**CONNIE HOLT, ORGANIZER**

2/29/12  
DATE

2/21/12  
DATE

  
\_\_\_\_\_  
**CARL CITRON  
DISTRICT MANAGER**

2/27/2012  
DATE

## SCHEDULE "A"

The minimum hourly rates of pay for post-probationary employees shall be:

<u>Classification</u>	<u>7/1/2011</u>	<u>7/1/2012</u>	<u>7/2/2013</u>	<u>7/3/2014</u>	<u>7/4/2015</u>
1st Cook	22.20	22.60	23.10	23.60	24.10
Baker II	22.30	22.70	23.20	23.70	24.20
Second Cook	21.15	21.55	22.05	22.55	23.05
Grill Cook	20.80	21.20	21.70	22.20	22.70
Baker's Helper	20.90	21.30	21.80	22.30	22.80
Cooks Helper	20.65	21.05	21.55	22.05	22.55
Salad Prep	20.80	21.20	21.70	22.20	22.70
Receiver	20.80	21.20	21.70	22.20	22.70
Lead Dishwasher	20.80	21.20	21.70	22.20	22.70
Cashier	20.55	20.95	21.45	21.95	22.45
Food Service Worker	20.55	20.95	21.45	21.95	22.45
Utility	20.50	20.90	21.40	21.90	22.40
Pot Washer-Memorial Hall	20.50	20.90	21.40	21.90	22.40
Bussing	20.50	20.90	21.40	21.90	22.40
Banquet Worker	20.85	21.25	21.75	22.25	22.75
Benefit -Level On Call Worker	20.55	20.95	21.45	21.95	22.45
Non-Benefit-Level On Call worker	21.35	21.75	22.25	22.75	23.25

- The minimum hourly rate of pay for probationary employees during the thirty (30) calendar day probationary period provided by this Agreement shall be fifty cents (50¢) per hour lower than the above rates for each classification.
- Each employee on the payroll as of the dates shown shall receive hourly increases of not less than:

<u>Effective Date</u>	<u>Amount</u>
Schedule A Wages	
<b>July 1, 2011</b>	<b>\$.30 (retroactive)</b>
<b>July 1, 2012</b>	<b>\$.40</b>
<b>July 1, 2013</b>	<b>\$.50</b>
<b>July 1, 2014</b>	<b>\$.50</b>
<b>July 1 2015</b>	<b>\$.50</b>

- No employee who is paid or who shall in the future be paid more than the above contract minimums shall have his or her rate of pay reduced during the life of this Agreement, unless the employee is in a lower classification.
- \* Potwashers who are scheduled to work on a weekday (any day Monday through Friday) will earn one dollar (\$1.00) per hour over and in addition to this rate.

# SIDE LETTER OF AGREEMENT – BARGAINING UNIT WORK

1. The parties recognize that the Company may employ a baker/manager who does baking a regular part of his/her job only after two (2) bargaining unit positions of forty (40) hours per week each have been filled in the bake shop. The two (2) bargaining unit employees will not work less than forty (40) hours per week each while such baker manager is employed.
2. A utility person may be required to do inside cleaning, window washing outside window washing (first floor only), and outside trash pickup and sweeping within ten (10) feet of perimeter. This work shall be allotted ten (10) hours per week. The bargaining unit will not be required to do work defined as "deep cleaning".
3. Bargaining unit employees who sign up for work during the summer and shut-downs will be offered this work before students are employed.

**SODEXO AT  
CENTRAL CONNECTICUT STATE UNIVERSITY**

**UNITEHERE  
LOCAL 217**

  
\_\_\_\_\_  
Gerry McLaughlin  
Senior Director, Labor Relations

  
\_\_\_\_\_  
Connie Holt, Organizer

\_\_\_\_\_  
2/29/12  
Date

\_\_\_\_\_  
2/21/12  
Date

# LETTER OF UNDERSTANDING – UNREASONABLE WORK LOADS

RE: Central Connecticut State University  
Side Letter of Agreement  
Unreasonable Work Load

As a result of our contract negotiations for new Labor Agreement, the following understanding and agreement was reached as follows:

The parties agree that ARTICLE 8 – GRIEVANCE PROCEDURE allows the Union to grieve and arbitrate any unreasonable work load.

**SODEXO AT  
CENTRAL CONNECTICUT STATE UNIVERSITY**

**UNITEHERE  
LOCAL 217**

  
\_\_\_\_\_  
Gerry McLaughlin  
Senior Director, Labor Relations

  
\_\_\_\_\_  
Connie Holt, Organizer

\_\_\_\_\_  
Date 2/29/12

\_\_\_\_\_  
Date 2/21/12

# LETTER OF UNDERSTANDING – SUMMER WORK

RE: Central Connecticut State University  
Side Letter  
Summer Work

As a result of our contract negotiations for a new Labor Agreement, the following understanding and agreement was reached as follows:

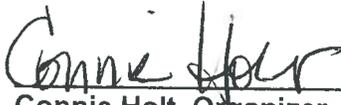
A sign-up sheet will be posted prior to the closing of the regular school year. Employees who will be able to work during the prevailing academic calendar will indicate their availability, and designate their vacation weeks. Positions will be by seniority if qualified.

Should the senior employees(s) choose not to work, but to take a layoff; the least senior employee who is qualified must work. This procedure of inverse seniority shall continue until the position is satisfactorily filled.

**SODEXO AT  
CENTRAL CONNECTICUT STATE UNIVERSITY**

**UNITEHERE  
LOCAL 217**

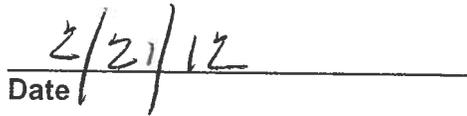
  
\_\_\_\_\_  
Gerry McLaughlin  
Senior Director, Labor Relations

  
\_\_\_\_\_  
Connie Holt, Organizer

Date

  
\_\_\_\_\_  
2/29/12

Date

  
\_\_\_\_\_  
2/21/12

# LETTER OF UNDERSTANDING – SUMMER BANQUET WORK

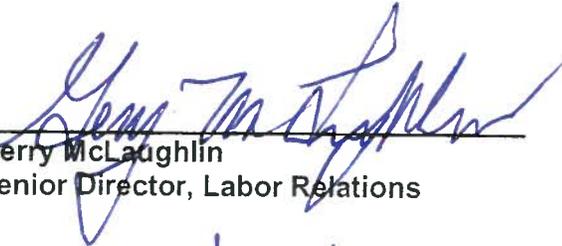
RE: Central Connecticut State University  
Side Letter of Agreement  
Summer Banquet Work

As a result of our contract negotiations for a new Labor Agreement, the following understanding and agreement was reached as follows:

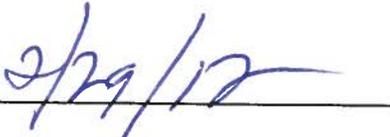
- On or about May 1<sup>st</sup> of each year, the Employer will post existing available positions which need to be filled.
- All employees will sign up by seniority for the number of positions required.
- Employees will indicate their vacation weeks.
- Additional parties or staffing requirements will be offered by offered by seniority.
- If available staffing is sufficient to staff available positions, work assignments will be assigned by inverse seniority, provided the employee is qualified to do the work.

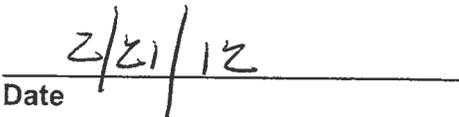
**SODEXO AT  
CENTRAL CONNECTICUT STATE UNIVERSITY**

**UNITEHERE  
LOCAL 217**

  
\_\_\_\_\_  
Gerry McLaughlin  
Senior Director, Labor Relations

  
\_\_\_\_\_  
Connie Holt, Organizer

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

# LETTER OF UNDERSTANDING – INCLEMENT WEATHER

RE: Central Connecticut State University  
Side Letter of Agreement  
Inclement Weather

As a result of our contract negotiations for a new Labor Agreement, the following understanding and agreement was reached as follows:

Should inclement weather force the closing of the campus, the Company will make a good faith effort to obtain student replacement to relieve regularly scheduled employees who wish to be relieved of their duties. Employees so relieved will be paid for their actual hours worked.

**SODEXO AT  
CENTRAL CONNECTICUT STATE UNIVERSITY**

**UNITEHERE  
LOCAL 217**

  
\_\_\_\_\_  
Gerry McLaughlin  
Senior Director, Labor Relations

  
\_\_\_\_\_  
Connie Holt, Organizer

\_\_\_\_\_  
2/29/12  
Date

\_\_\_\_\_  
2/21/12  
Date

# LETTER OF AGREEMENT – MISCELLANEOUS

As a result of the negotiations for the Collective Bargaining Agreement, the parties agree to the following:

1. If there are problems with dues being deducted and remitted correctly, the District Manager will personally get involved in any dues deductions problem to ensure that the problem is rectified.
2. The parties agree that the current First Cook open position will be re-posted as a Second Cook position at forty (40) hours per week. In addition, the following positions may be reclassified, with existing workers red-circled at their current rates of pay:

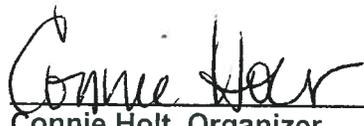
Current Classification	Who Holds Job Now	New Classification
Second Cook	Jose Valentine	Grill Cook
Second Cook	Chris Benson	Cook's Helper
Second Cook	Rodney Love	Grill Cook
Second Cook	Luis Rodriguez	Cook's Helper

3. The positions occupied formerly by Vivian Hart and currently by Connie Lomonico classified as Bussing/Dining Room shall be considered a forty (40) hour position. When the new Student Center opens the Company shall create the maximum numbers possible of forty (40) hour a week positions.
4. By the 20<sup>th</sup> of each month, the Employer will give a copy of the following month's health and dental insurance checks to a designated Union member.

**SODEXO AT  
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**UNITEHERE  
LOCAL 217**

  
Gerry McLaughlin  
Senior Director, Labor Relations

  
Connie Holt, Organizer

Date

2/29/12

Date

2/21/12

## ASSOCIATES MEAL POLICY

Associates are entitled to one (1) complimentary meal per shift worked. Meals must be consumed in designated areas only, may not be taken off premises, may not be shared, and may not be consumed by off duty associates. Meals should be served on washable dinnerware. Pre-packaged, bottled and canned items are for purchased only and must be paid for at the time of order. All associates must comply with this policy. Failure to do so may result in disciplinary action up to and including separation.

### Associates meals consist of the following:

<u>Meal Item</u>	<u>Description</u>
Entrée	Associates have a choice of <u>one</u> of the following: <ul style="list-style-type: none"><li>- Entrée (DDS's discretion) including: one starch, one vegetable, soup and bread</li><li>- Salad/salad bar option</li><li>- Grill option</li><li>- Deli option</li></ul>
Beverage	Associates are entitled to <u>one or more</u> of the following beverages during meal time: <ul style="list-style-type: none"><li>- Coffee</li><li>- Tea</li><li>- Fountain beverage</li><li>- Fruit punch</li><li>- Milk</li></ul> NOTE: Associates, please do not select bottled beverages.
Dessert	Associates are entitled to one dessert or fruit item, not to include pre-packaged items.

Policy is subject to change by mutual agreement.

# APPENDIX B – DENTAL PLAN SUMMARY



Sodexo Union - C  
Effective Date: 05-01-20

## Dental Benefits Summary

DMO

	<u>DMO</u>
<b>Annual Deductible</b>	
Individual	None
Family	None
<b>Preventive Services</b>	100%
<b>Basic Services</b>	80%
<b>Major Services</b>	50%
<b>Annual Benefit Maximum</b>	None
<b>Office Visit Copay</b>	\$0
<b>Orthodontic Services**</b>	50%
<b>Orthodontic Deductible</b>	None
<b>Orthodontic Lifetime Maximum</b>	***
**Orthodontia is covered only for children (appliance must be placed prior to age 20)	
*** 24 months of comprehensive orthodontic treatment plus 24 months of retention	

Partial List of Services	<u>DMO</u>
<b>Preventive</b>	
Oral examinations (a)	100%
Cleanings (a) Adult/Child	100%
Fluoride (a)	100%
Sealants (permanent molars only) (a)	100%
Bitewing X-rays (a)	100%
Full mouth series X-rays (a)	100%
Space Maintainers	100%
<b>Basic</b>	
Root canal therapy	
Anterior teeth / Bicuspid teeth	80%
Scaling and root planing (a)	80%
Gingivectomy*	80%
Amalgam (silver) fillings	80%
Composite fillings (anterior teeth only)	80%
Stainless steel crowns	80%
Incision and drainage of abscess*	80%
Uncomplicated extractions	80%
Surgical removal of erupted tooth*	80%
Surgical removal of impacted tooth (soft tissue)*	80%
<b>Major</b>	

Inlays	50%
Onlays	50%
Crowns	50%
Full & partial dentures	50%
Pontics	50%
Root canal therapy, molar teeth	50%
Osseous surgery (a)*	50%
Surgical removal of impacted tooth (partial bony/ full bony)*	50%
General anesthesia/intravenous sedation*	50%
Denture repairs	50%
Crown Lengthening	50%
Crown Build-Ups	50%

\*Certain services may be covered under the Medical Plan. Contact Member Services for more details.

(a) Frequency and/or age limitations may apply to these services. These limits are described in the booklet/certificate.

### Other Important Information

This benefits summary of the Aetna Dental DMO (Dental Maintenance Organization) provides information on benefits provided when services are rendered by a participating dentist. In order for a covered person to be eligible for benefits dental services must be provided by a primary care dentist selected from the network of participating DMO dentists.

Due to state law, limited (varying by state) DMO® benefits for non-emergency services rendered by non-participating providers are available for plan contracts written in: CT, IL, KY and OH and for members residing in MA and OK (regardless of contract situs state).

### Specialty Referrals

1. Under the DMO dental plan, services performed by specialists are eligible for coverage only when prescribed by the primary care dentist and authorized by Aetna Dental. If Aetna's payment to the specialty dentist is based on a negotiated fee, then the member's copayment for the service will be based on the same negotiated fee. If Aetna's payment is on another basis, then the copayment will be based on the dentist's usual fee for the service, reviewed by Aetna for reasonableness.
2. DMO members may visit an orthodontist without first obtaining a referral from their primary care dentist. In an effort to ease the administrative burden on both participating Aetna dentists and members, Dental has opened direct access for DMO members to orthodontic services.

### Emergency Dental Care

If you need emergency dental care for the palliative treatment (pain relieving, stabilizing) of a dental emergency, you are covered 24 hours a day, 7 days a week. You should contact your Primary Care Dentist to receive treatment. If you are unable to contact your PCD, contact Member Services for assistance in locating a dentist. Refer to your plan documents for details. Subject to state requirements. Out-of-area emergency dental care may be reviewed by our dent consultants to verify appropriateness of treatment.

### Partial List of Exclusions and Limitations\* - Coverage is not provided for the following:

1. Services or supplies that are covered in whole or in part:
  - (a) under any other part of this Dental Care Plan; or
  - (b) under any other plan of group benefits provided by or through your employer.

2. Services and supplies to diagnose or treat a disease or injury that is not:
  - (a) a non-occupational disease; or
  - (b) a non-occupational injury.
3. Services not listed in the Dental Care Schedule that applies, unless otherwise specified in the Booklet-Certificate.
4. Those for replacement of a lost, missing or stolen appliance, and those for replacement of appliances that have been damaged due to abuse, misuse or neglect.
5. Those for plastic, reconstructive or cosmetic surgery, or other dental services or supplies, that are primarily intended to improve, alter or enhance appearance. This applies whether or not the services and supplies are for psychological or emotional reasons. Facings on molar crowns and pontics will always be considered cosmetic.
6. Those for or in connection with services, procedures, drugs or other supplies that are determined by Aetna to be experimental or still under clinical investigation by health professionals.
7. Those for dentures, crowns, inlays, onlays, bridgework, or other appliances or services used for the purpose of splinting, to alter vertical dimension, to restore occlusion, or to correct attrition, abrasion or erosion. (This item does not apply to California residents)
8. Those for any of the following services (Does not apply to the DMO plan in TX):
  - (a) an appliance or modification of one if an impression for it was made before the person became a covered person;
  - (b) a crown, bridge, or cast or processed restoration if a tooth was prepared for it before the person became a covered person; or
  - (c) root canal therapy if the pulp chamber for it was opened before the person became a covered person.
9. Services that Aetna defines as not necessary for the diagnosis, care or treatment of the condition involved. This applies even if they are prescribed, recommended or approved by the attending physician or dentist.
10. Those for services intended for treatment of any jaw joint disorder, unless otherwise specified in the Booklet-Certificate.
11. Those for space maintainers, except when needed to preserve space resulting from the premature loss of deciduous teeth.
12. Those for orthodontic treatment, unless otherwise specified in the Booklet-Certificate.
13. Those for general anesthesia and intravenous sedation, unless specifically covered. For plans that cover these services, they will not be eligible for benefits unless done in conjunction with another necessary covered service.
14. Those for treatment by other than a dentist, except that scaling or cleaning of teeth and topical application of fluoride may be done by a licensed dental hygienist. In this case, the treatment must be given under the supervision and guidance of a dentist.
15. Those in connection with a service given to a person age 5 or older if that person becomes a covered person other than:
  - (a) during the first 31 days the person is eligible for this coverage, or
  - (b) as prescribed for any period of open enrollment agreed to by the employer and Aetna. This does not apply to charges incurred:
    - (i) after the end of the 12-month period starting on the date the person became a covered person; or
    - (ii) as a result of accidental injuries sustained while the person was a covered person; or
    - (iii) for a primary care service in the Dental Care Schedule that applies as shown under the headings Visits and Exams, and X-rays and Pathology.
16. Services given by a nonparticipating dental provider to the extent that the charges exceed the amount payable for the services shown in the Dental Care Schedule that applies.
17. Those for a crown, cast or processed restoration unless:
  - (a) it is treatment for decay or traumatic injury, and teeth cannot be restored with a filling material; or
  - (b) the tooth is an abutment to a covered partial denture or fixed bridge.
18. Those for pontics, crowns, cast or processed restorations made with high-noble metals, unless otherwise specified in the Booklet-Certificate.
19. Those for surgical removal of impacted wisdom teeth only for orthodontic reasons, unless otherwise specified in the Booklet-Certificate.

20. Services needed solely in connection with non-covered services.
21. Services done where there is no evidence of pathology, dysfunction or disease other than covered preventive services. (This item does not apply to California residents)

Any exclusion above will not apply to the extent that coverage of the charges is required under any law that applies to the coverage.

\*This is a partial list of exclusions and limitations, others may apply. Please check your plan booklet for details.

### **Your Dental Care Plan Coverage Is Subject to the Following Rules:**

#### Replacement Rule

The replacement of; addition to; or modification of: existing dentures; crowns; casts or processed restorations; removable denture; fixed bridgework; or other prosthetic services is covered only if one of the following terms is met:

The replacement or addition of teeth is required to replace one or more teeth extracted after the existing denture or bridgework was installed. This coverage must have been in force for the covered person when the extraction took place.

The existing denture, crown; cast or processed restoration, removable denture, bridgework, or other prosthetic service cannot be made serviceable, and was installed at least 5 years before its replacement.

The existing denture is an immediate temporary one to replace one or more natural teeth extracted while the person is covered, and cannot be made permanent, and replacement by a permanent denture is required. The replacement must take place within 12 months from the date of initial installation of the immediate temporary denture.

#### Tooth Missing But Not Replaced Rule - This item does not apply to California and Texas residents.

Coverage for the first installation of removable dentures; fixed bridgework and other prosthetic services is subject to the requirements that such removable dentures; fixed bridgework and other prosthetic services are (i) needed to replace one or more natural teeth that were removed while this policy was in force for the covered person; and (ii) are not abutments to a partial denture; removable bridge; or fixed bridge installed during the prior 5 years.

Alternate Treatment Rule: If more than one service can be used to treat a covered person's dental condition, Aetna may decide to authorize coverage only for a less costly covered service provided that all of the following terms are met:

- (a) the service must be listed on the Dental Care Schedule;
- (b) the service selected must be deemed by the dental profession to be an appropriate method of treatment; and
- (c) the service selected must meet broadly accepted national standards of dental practice.

If treatment is being given by a participating dental provider and the covered person asks for a more costly covered service than that for which coverage is approved, the specific copayment for such service will consist of:

- (a) the copayment for the approved less costly service; plus
- (b) the difference in cost between the approved less costly service and the more costly covered service.

### **Finding Participating Providers**

Consult Aetna Dental's online provider directory, DocFind®, for the most current provider listings. Participating providers are independent contractors in private practice and are neither employees nor agents of Aetna Dental or its affiliates. The availability of any particular provider cannot be guaranteed, and provider network composition is subject to change without notice. Not every provider listed in the directory will be accepting new patients. Although Aetna Dental has identified providers who were not accepting patients in our DMO plan as known to Aetna Dental at the time the provider directory was created, the status of a provider's practice may have changed. For the most current information, please contact the selected provider or Aetna Member Services at the toll-free number on your ID card, or use our Internet-based provider directory (DocFind) available at [www.aetna.com](http://www.aetna.com).

Specific products may not be available on both a self-funded and insured basis. The information in this document is subject to change without notice. In case of a conflict between your plan documents and this information, the plan documents will govern.

In the event of a problem with coverage, members should contact Member Services at the toll-free number on their ID cards for information on how to utilize the grievance procedure when appropriate.

All member care and related decisions are the sole responsibility of participating providers. Aetna Dental does not provide health care services and, therefore, cannot guarantee any results or outcomes.

Dental plans are provided or administered by Aetna Life Insurance Company, Aetna Dental Inc., Aetna Dental of California Inc. and/or Aetna Health Inc.

In Arizona, DMO, Advantage Dental, Basic Dental and Family Preventive Dental Plans are provided or administered by Aetna Health Inc.

This material is for informational purposes only and is neither an offer of coverage nor dental advice. It contains only a partial, general description of plan or program benefits and does not constitute a contract. Aetna does not provide dental services and, therefore, cannot guarantee any results or outcomes. The availability of a plan or program may vary by geographic service area. Certain dental plans are available only for groups of a certain size in accordance with underwriting guidelines. Some benefits are subject to limitations or exclusions. Consult the plan documents (Schedule of Benefits, Certificate/Evidence of Coverage, Booklet, Booklet-Certificate, Group Agreement, Group Policy) to determine governing contractual provisions, including procedures, exclusions and limitations relating to your plan.

## NATIONAL RETIREMENT FUND

Below are some of the most frequently asked questions/answers regarding the National Retirement Fund.

### 1. When do I become a Participant of the Pension Plan?

To become a Participant, your employer must be obligated to contribute to the Pension Plan on your behalf, pursuant to a collective bargaining or participation agreement, and you must complete 800 hours of service (750 hours if your collective bargaining agreement reports Straight Time Hours) in Covered Employment.

### 2. Do I make contributions to this Plan?

No. Participant contributions are not allowed. Pension benefits are provided solely through contributions from a Participating Employer.

### 3. Do I get a pension because I pay union dues?

No. Your union dues do not provide pension benefits, and union membership, by itself, has no bearing on whether or not you earn pension benefits. Pension benefits are provided only if a Participating Employer makes contributions to the Plan and you have earned the required amount of service.

### 4. How many years of credited service do I need to be vested?

You need to have a minimum of five (5) years of credited service to be eligible for a vested benefit. You are credited with one year of vesting service if you complete 800 hours of service in a calendar year.

### 5. At what age can I start to collect my pension benefit?

You can start to collect your benefit as early as age 55. Your benefit will be reduced by ½% for each month you start to collect your benefit prior to age 65.

### 6. Can I work part-time and collect my pension benefit before age 65?

No, as long as you are working for a contributing employer you cannot collect your pension benefit.

### 7. What is the normal retirement age?

Normal retirement age is 65 years old.

### 8. Can I collect my pension benefit and continue to work?

Yes, at age 65 you can collect your pension benefit and continue to work. Once you have stopped working your benefit will be recalculated to include the benefit earned between age 65 and your termination from employment.

### 9. How is my pension benefit calculated?

Your benefit is calculated based on your years of credited service and your employer's contribution rate. The amount of your benefit does not change unless you elected to receive your benefit at age 65 and continue to work and your employer continues to make contributions on your behalf.

### 10. What happens to my pension benefit when I die?

**BEFORE RETIREMENT:** If you die before retirement and you are single there are no benefits due. If you are married, your surviving spouse will be entitled to the 50% Joint & Survivor Annuity.

**AFTER RETIREMENT:** If you die after you are receiving your pension, there will be no benefits due unless you elected the 50% Joint and Survivor Annuity or any of the optional forms of payment provided under the Plan.

### 11. Does the Pension Fund office start my pension benefit at age 65 or must I apply?

The Pension Fund office DOES NOT start your benefit at age 65, you must apply for your benefit. You should contact the Pension Fund office at least three (3) month prior to your expected retirement date. The contact information is:

National Retirement Fund  
6 Blackstone Valley Place, Suite 302  
Lincoln, RI 02865  
Telephone: (800) 452-4155  
Fax: (401) 334-41  
Or Richard Rust at [rrust@amalgamatedlife.com](mailto:rrust@amalgamatedlife.com)

# UNITE HERE HEALTH – Food Service Plan

Below are some frequently asked questions/answers regarding the Food Service Plan.

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## 1. How can I keep out-of-pocket costs low?

- In general, your out-of-pocket costs will be lowest when treatment is furnished by network providers. You will pay more when treatment is furnished by non-network providers.
- Use the hospital emergency room only when there is a true life threatening situation to avoid an average out of pocket cost of \$500. Get the care you need by going to your doctor at the first sign illness. Know where your closest Urgent Care Facility is located.

## 2. Who are my network providers?

- Medical benefits: **Blue Cross Blue Shield of Illinois (BCBSIL)**. Find providers by calling BCBSIL at **(800) 810-BLUE (2583)** or by visiting them online at [www.bcbsil.com](http://www.bcbsil.com).
- Prescription Drug benefits: **Catalyst Rx**. Find network pharmacies by calling **(866) 884-4176** or visit them online at [www.catalystrx.com](http://www.catalystrx.com).
  - Benefits are only available for prescription drugs purchased at a Catalyst Rx network pharmacy.
  - **Contact Catalyst Rx at (866) 884-4176** if you have questions about your prescription coverage: ask if your medication will be covered or if it needs pre-authorization; or to request a new Rx ID card.
  - For information about mail order, contact **Catalyst Mail at (866) 814-7105**.

## 3. What happens if I do not precertify services?

If you do not precertify as required, a \$150 penalty applies and in some cases benefits may be denied entirely. Precertification is required to ensure medical necessity.

- If you have questions about what the Plan covers or what needs to be precertified, call UNITE HERE HEALTH at (800) 419-4373 before services are provided.
- For precertification call **Medical Cost Management (MCM) at (800) 367-9938**.

## 4. Do I have Vision Care benefits?

Your UNITE HERE HEALTH vision benefit is \$200 per eligible participant for all covered services during a 24 month period (beginning on January 1 of every odd numbered year), depending on your Collective Bargaining Agreement. This includes vision exams, frames, lenses, and contacts. You must submit an itemized bill with the vision form to UNITE HERE HEALTH and we will send the \$200 reimbursement check to your home. Call **(800) 419-4373** for a Vision Form.

## 5. Who is eligible for coverage?

Eligible dependents are spouses, children up to age 26 years old, and same- or opposite-sex domestic partners. Once you become eligible, you have 30 days to enroll your dependents. Otherwise you will need to wait for open enrollment, generally in October of each year. In certain circumstances, such as your marriage, birth of child, or your dependent's other insurance terminates you may not need to wait for an open enrollment period. Domestic partners can be enrolled during any time of the year.

## 6. How do I become eligible?

You establish and maintain eligibility by working for an employer required by a Collective Bargaining Agreement to make contributions on your behalf and you work the hours required by the Agreement.

## 7. Why should I open the mail I receive from UNITE HERE HEALTH?

Every time we receive a claim we send you an Explanation of Benefits (EOB). This is not a bill. It explains how much the provider charged for the services, what the BCBS discount is (if you went to an in-network provider), how much your benefit paid, and how much is your patient responsibility. Sometimes the claim is denied because of missing information. It is important that any forms attached are filled out and returned to UNITE HERE HEALTH so that we can process your claim.

# **Local 217 UNITEHERE!**

**Providence Office  
294 W Exchange St  
Providence RI 02903  
401-528-1103**

**New Haven Office  
425 College Street  
New Haven, CT 06511  
203-865-7315**

**[www.unitehere217.org](http://www.unitehere217.org)**