National Union of Healthcare Workers

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Collective Bargaining Agreement

with

Sodexo Health Care Services
at
LAKEWOOD REGIONAL MEDICAL CENTER – FOOD SERVICE

December 30, 2014 – December 30, 2017

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PREAMBLE

Section 1. This AGREEMENT made and entered into, by and between Sodexo Health Care Services, Lakewood Regional Medical Center - Food Service Department, 3700 East South Street, Lakewood, California ("Employer"), and National Union of Healthcare Workers ("Union"), is for the purpose of providing a clear and concise document by which the parties can equitably establish a relationship within the meaning of the National Labor Relations Act.

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

ARTICLE 1 – RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining representative with respect to salaries, hours of employment and other conditions of employment for all full-time and regular part-time food service employees at Sodexo Health Care Services, Lakewood Regional Medical Center - Food Service, 3700 East South Street, Lakewood, California. Included: All full-time and regular part-time food service employees including sous chefs, catering employees, cooks, food service workers, and utility workers. Excluded: All other managers, confidential and clerical employees, unit controllers, receptionists, nutritionists or registered or licensed dieticians, dietetic technicians, casual employees, on-call employees, high school students, supervisors, and guards as defined in the National Labor Relations Act.

ARTICLE 2 – DEFINITIONS

Section 1. Full-Time Employee: A "full-time employee" is one who is regularly works 30 or more hours per week.

Section 2. Part-Time Employee: A "part-time employee" is one who regularly works fewer than 30 hours per week.

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

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

ARTICLE 3 – RESPECT AND DIGNITY

Section 1. The Employer and Union agree that each employee and supervisory representative of the Employer shall be treated with dignity and respect. Verbal abuse, threats, or harassment, including sexual harassment, by employees, managers or supervisors towards each other will not be tolerated. Discipline shall be handled in a professional manner.

ARTICLE 4 – NON-DISCRIMINATION

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

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

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

Section 3. Americans with Disabilities Act. This Agreement shall be interpreted to permit the reasonable accommodation of disabled persons as required by state and/or federal law, including the Americans with Disabilities Act (ADA). In the event such conflicting accommodation is permitted only if required to comply with said laws, the parties, at either's request, shall meet to discuss the proposed accommodation. The parties agree that any accommodation made by the Employer with the respect to job duties or any other term or condition of employment shall not in any way become applicable to any other individual, class or group of employees, but shall apply only to the person or persons accommodated in the particular situation. The fact that such person or persons was accommodated, and the manner and method of such accommodation, shall be without precedent and, therefore, may not be used or relied upon by any person for any purpose at any time in the future.

Section 4. Ethnic Diversity and Cultural Issues. The parties recognize the importance of creating an inclusive workplace where employees of diverse backgrounds can work and communicate effectively and have agreed to measures as set forth below.

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

b) The Employer is committed to a program to improve its ability to communicate with employees who do not communicate in English and will consider reasonable

recommendations of the labor management committee to accomplish this.

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

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

ARTICLE 5 – MANAGEMENT'S RIGHTS

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

Section 2. Except as modified by this Agreement, the Employer's right to manage its business shall include, but not be limited to, the right to hire, promote, demote, transfer, assign, and direct its work force; to discipline, suspend, or discharge; to retire or relieve employees from duty because of lack of work or other legitimate reasons; to determine and require standards of performance and to maintain discipline, order and efficiency; to determine operating standards, operational and other policies; to determine methods and procedures; to determine the quantity and type of equipment to be used; to increase or decrease the work force; to determine the number of departments and employees therein, and the work performed by them; to determine processes to be employed in the work place; to determine the number of hours per day or week individuals work and operations that shall be carried on; to establish and change work schedules, hours and assignments; to subcontract as long as it does not result in the layoff or displacement of employees, except in cases of significant mechanical breakdown, fire, or flood; to discontinue or relocate any portion or all of the operations now or in the future that are carried on at the facility covered by this Agreement; to schedule hours of work, including overtime; to add shifts or terminate existing shifts in accordance with customer need; to determine job content and classifications required; and to make and enforce all rules relating to work, operations, and safety.

ARTICLE 6 – UNION MEMBERSHIP

Section 1. Good standing membership in the Union shall be a condition of employment with the Employer for all bargaining unit employees who have such membership on the date of execution of this Agreement; it shall also be a condition of employment with the Employer for all other bargaining unit employees on and after the 30th day following the execution or effective

date of this Agreement, or on or after the 30th day following the beginning of their employment, whichever is the later. If the foregoing is prohibited by law, then at the corresponding time all employees shall be required as a condition of employment (unless prohibited by law) to pay to the Union a service charge to reimburse it for the cost of negotiating and administering this agreement.

Section 2. Good standing membership in the Union for purposes of this Article means such membership in the Union through membership in National Union of Healthcare Workers (NUHW).

Section 3. In the event that Section 1 may not be lawfully applied, all employees shall be informed by the Employer of the existence of this Agreement. The parties agree that the following Joint Statement shall be read or provided to employees at new employee orientation and posted in the workplace: "All employees of Sodexo at Lakewood Regional Medical Center – Food are covered under a collective bargaining agreement between Sodexo and National union of Healthcare Workers (NUHW). Sodexo is neutral on the subject of employees' decision to join or not join the Union. No employee shall be discriminated against for either joining or not joining the Union. More information and a copy of the Union Contract can be obtained by calling the Union representative.

Section 4. To simplify the Employer's and the Union's administration of this Section, the Employer shall upon the hiring of new employees provide each employee an application for union membership and dues checkoff authorization form. The Employer shall remit the completed forms to the union monthly. All new employees shall be entitled to receive a paid 15-minute orientation provided by the Union Shop steward.

ARTICLE 7– DEDUCTION OF UNION DUES

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

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

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

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

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

ARTICLE 8 – BARGAINING UNIT WORK

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

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

ARTICLE 9 – LABOR-MANAGEMENT COMMITTEE

Section 1. The Employer and Union agree that there shall be a Labor-Management Committee consisting of no more than two individuals from each party, depending on unit size. Committee members shall be designated, in writing, by each party to the other. Meetings will be held at mutually agreeable times and places so as to apprise the other of problems, concerns, and suggestions related to the operations and the work force, all with the aim of promoting better understanding between the parties. Meetings will be held within 15 days after either party so requests, but not more than one time each month during the year. A written agenda shall be established for each meeting. Such meetings shall not be construed as opening the Agreement for negotiations, nor shall any subject matter at the meetings constitute a step in the grievance procedure. Employees shall be paid at their regular hourly rate for time spent at Labor-Management Committee meetings.

ARTICLE 10 – SAFETY

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

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

Section 3: Protective Equipment. The Employer shall make available appropriate personal protective equipment at no cost to the employee. If an employee destroys or damages the protective equipment provided to the employee, or loses the equipment where a secure space for storage has been provided, the employee will be responsible for the cost of replacement.

Employees shall not be responsible for the cost of replacement for protective equipment that is replaced as a result of normal wear and tear, regularly scheduled replacement, or replacement resulting from circumstances beyond the employee's control.

ARTICLE 11 – VISITATION

Section 1. This Article provides a Union visitation process that will ensure the proper balance between operations and the accredited representative visitation to the Employer's public and private business areas (Sodexo offices) for the purposes of conferring with the Employer and the Union Steward and monitoring the administration of this Agreement. Management can withhold access to the premises for legitimate reasons. However, access will not be unreasonably withheld.

Section 2. An authorized representative of the Union will make reasonable attempts to notify the General Manager or authorized designee in advance of arriving on the Employer's or client's premises of their desire to visit. The General Manager or authorized designee will inform the Union accredited representative as soon as practicable after receiving notice of the visit if there are any business reasons for limiting the Union's visitation with employees or visiting the premises. Upon arrival on the Employer's or client's premises, the Union accredited representative will notify the General Manager or authorized designee, in person, of his/her presence prior to speaking to any employee. Such visitation shall not interfere with the work of the employees or the service to the customers of the Employer and will follow the client's security regulations.

Section 3. Sodexo management will respect the right of Union Member/s to meet privately with their Union Representative(s) and will provide a meeting room or similar meeting space if requested, based on client room availability.

ARTICLE 12 – UNION STEWARDS

Section 1. There shall be three union stewards and two alternates.

Section 2. The Union shall designate one of the stewards as a "Chief" steward.

Section 3. The Union shall advise the Employer in writing of the names of Union Stewards. One Union Steward shall participate in each grievance procedure. Union Stewards, unless the Steward is the grievant, shall be recognized by the Employer as representatives of the employees for the purposes of enforcing this Agreement, and shall generally act as representatives of the Union on the job.

Section 4. A Steward may request to be released from his/her regular duties to investigate grievances on Employer time. Requests to conduct such investigations shall not be unreasonably withheld. The Steward shall contact his/her supervisor in advance to determine a time when such investigation will not interfere with the Steward's work and the work of the person with whom the Steward wants to meet.

Section 5. No Steward shall have any authority to order or cause any strike, slowdown, or cessation of work, and the Steward shall not interfere with the Manager in the Manager's running of the Unit.

Section 6. The Chief Steward will be considered the most senior employee for the purpose of layoff and recall only.

Section 7. If the overall number of bargaining unit employees—either in the total unit, on a specific shift, or in a specific work area—changes significantly, the Parties will meet to discuss the number of Stewards.

Section 8. Upon the Union's request and subject to the Employer's business requirements, union members serving as stewards or alternate stewards under this contract shall be granted special training leaves to attend group trainings provided by the union. The size of the group attending such a training will be subject to business needs of the Employer but shall not be less than half the number of stewards provided for in this contract, and the time period for such group training leave shall not exceed two days in any month or four days in any year. Such leaves will be unpaid and will not adversely affect an employee's seniority or benefits. The Union will work with the Employer to schedule such training in a manner that minimizes the impact of the attendees' absence on the Employer's business, and will provide the Employer with as much notice as is practicable, which in any event shall not be less than five working days.

Section 9. Union Stewards shall be released from duties with no loss of pay for no more than two hours each month in order to speak with or meet with a Union Representative for purposes of training and contract administration. Scheduling of such release time will be subject to management approval.

ARTICLE 13 – SENIORITY

Section 1. "Employer Seniority" shall be defined as the employee's length of continuous service with the Employer or its predecessor, Tenet Healthcare (formerly "National Medical

Enterprises" (NME)) in the operation covered by this Agreement.

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

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

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

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

a) Resignation or other voluntary termination of employment.

b) Discharge for just cause.

c) Absence of three consecutive days without notice to the Employer.

d) Failure to return to work within 10 working days after the Employer gives the employee written notice to return to work, and failure to notify the Employer of their intentions to return to work within five working days after such notice is given. Such notice shall be deemed to have been sufficiently given if sent to the employee by a reliable, documented, means to the last address furnished by the employee to management.

e) Layoff without recall after a period of one year from the date of layoff.

f) Working during a leave of absence, except for work in conjunction with a leave for Union business.

g) Any absence beyond an authorized leave of absence.

ARTICLE 14 – PROBATION

Newly hired employees shall be deemed to be probationary during their first 30 calendar days. The Employer may extend the probationary period for an additional 30 calendar days. Notice of probation period extension shall be sent to the Union within five working days of starting the extension period. During the probation period, an employee may be terminated in the sole discretion of the Employer without recourse to this Agreement. Unless otherwise provided in this Agreement, a probationary employee is not eligible for any benefits set forth in this Agreement.

ARTICLE 15 – JOB POSTING

Section 1. Any new position or vacancy as determined by management shall be posted on the bulletin boards that the employees read from, for not less than five consecutive working days. Persons shall apply for the posted vacancies by writing their name on the job posting . All employees who are on layoff when an opening occurs shall be notified of the opening by mail at the last known address on file with the Employer. Requests for consideration from qualified employees on layoff must be received in writing within seven calendar days of the mailing of the posting to the employee's home. The Employer will make every effort to conduct interviews within 10 working days of the closing of the posting.

Section 2. The posting shall contain the minimum qualifications, skill requirements, work year, workweek, wages, and job description for the posted position. Copies of all postings shall be given to the Chief Steward on site or faxed to the Union office. Copies of completed postings shall be given to the Chief Steward or faxed to the Union office within 10 working days of the bid award.

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

Openings to which internal employees are to be transferred or promoted will be filled in a maximum of two weeks, if possible. Vacancies resulting from the initial job posting shall be filled as provided in this Article up to a maximum of three postings.

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

Section 4. If there are no qualified bidders in accordance with the preceding Sections, the Employer shall open the bidding to employees who have been awarded a position within the last six months, provided they are qualified as stated in Section 3. If there are still no qualified bidders, the Employer shall have the right to go to the outside to fill the position.

Section 5. Any employee filling a job classification covered by this Agreement from a lower-paid classification shall be on a trial period for the first 30 calendar days of employment in the new classification**.** If at any time during such trial period the Employer determines that the employee cannot meet the job requirements, the Employer may return the employee to that employee's former position. The employee so returned shall not suffer any loss of seniority. The decision to return the employee to their former position shall not be subject to any progressive discipline procedure.

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

ARTICLE 16 – LAYOFF AND RECALL

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

Section 2. Employees shall be given 14 calendar days notice, in cases of layoff, except for circumstances that are unforeseeable by management.

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

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

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

b) The affected employee(s) may opt to fill a vacancy in their own or lower pay grade in any classification if, in the Employer's opinion, they are qualified and have the ability to perform within that classification.

c) Employee(s) who have been laid off or displaced shall have the right of recall to any former job classification or any other job classification for which they are minimally qualified in their own or lower pay rate.

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

e) For the purposes of recall notification the Employer shall notify the employee by a reliable, documented, means at the last known address supplied by the employee. Employees must notify the Employer within five working days of the date the message was received of their intent to report to work after notification. Employees shall report to work within three working days after indicating their willingness to be reinstated, unless there are mitigating circumstances determined by mutual agreement with the Employer and Employee and/or the Union.

ARTICLE 17 – LEAVES OF ABSENCE

Section 1. Upon written notice to the Employer, an employee with at least one year of service may apply for a personal leave of absence of up to 70 calendar days. An employee

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

Section 2. In the event an employee is hired or appointed to short-term employment with the Union, the employee shall be allowed to take leave, subject to the Employer's legitimate business needs. The Employee shall give a minimum of 14 calendar day's notice of such request. Such leave shall not exceed 90 calendar days a year. No more than two employees from the bargaining unit may be awarded such leave at a time. The Employer shall continue to pay for the employee's benefits during such leave provided that the Union and/or the employee reimburses the Employer in full for such benefits beginning on the first day of the month following the commencement of such leave. During such leave, the Employer will continue the seniority of the employee on leave and the accrual of benefits based on seniority.

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

Section 4. The Employer shall administer all leaves in accordance with the Family and Medical Leave Act (FMLA) and applicable state law regarding leaves.

Section 5. An employee returning from FMLA/Union leave, or a personal leave of 70days or less, shall be entitled to reinstatement to his/her position, hours, and work unit unless the position has been eliminated or modified as a result of layoffs or other legitimate business needs. In such event, the employee may use their seniority as provided for in the Layoff and Recall Article (Article 16). Vacancies created by such leaves shall not be subject to the Job Posting requirements and may be filled temporarily at the employer's discretion.

Section 6. The Employer may, in accordance with the Job Posting requirements, fill vacancies created by personal leaves of more than 70 days. Employees returning from personal leaves of more than
70 days shall be entitled to fill an existing vacancy that is consistent with their seniority and qualifications.

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

ARTICLE 18 – IMMIGRATION RIGHTS

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

Section 2.

a) No employee covered by this agreement shall suffer any loss of seniority, compensation, or benefits due to any changes in the employee's name or social security number, provided that the social security number is valid and the employee is authorized to work in the United States.

b) In the event that an employee has a problem with his or her right to work in the United States after completing his or her probationary period, the Employer shall notify the Union in writing prior to taking any action, and upon the Union's request, received by the Employer within 48 hours of the Employer's notice to the Union, the Employer agrees to meet with the Union to discuss the nature of the problem to see if a resolution can be reached.

c) A "no match" letter from the Social Security Administration (SSA) shall not in itself constitute a basis for taking any adverse employment action against an employee or requiring an employee to re-verify work authorization. Upon receipt of such a letter, the Employer shall provide the employee and the Union with a copy of the letter (provided that the letter contains no social security or other confidential information about other employees, and if so, such information shall be redacted) and inform the employee that he/she should contact SSA. It is expected that the employee will have at least 60 calendar days to correct the problem. If the problem is not corrected within 60 calendar days, the employer shall send a notice to the Union and the employee notifying them that the problem remains unresolved. If the problem has not been resolved within 30 calendar days of this notice, the Employer will meet with the Union and the employee concerning next steps.

d) In the event that an employee is not authorized to work in the United States following his or her probationary period and his or her employment is terminated for this reason, and the employee subsequently corrects the problem within 30 calendar days, the employee shall be rehired into the next available position with seniority reinstated, at a rate including any raises he/she would have received in the interim. If such employee corrects the problem within one year, the employee will receive preference for reemployment. The parties agree that this provision does not apply to circumstances wherein the employee has falsified company documents.

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

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

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

ARTICLE 19 – DISCIPLINE & DISCHARGE/JUST CAUSE

Section 1. The Employer agrees that discipline shall be for just cause only. Any discipline or discharge may be subject to the grievance procedure in Article 20.

It is understood that the Employer will give its reasons for such discipline and/or discharge to the employee and the Union within seven calendar days of such action.

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

a) First written warning.
b) Second written warning.
c) A final warning and unpaid disciplinary suspension no more than five scheduled work days.
d) Suspension pending investigation and decision to discharge.

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

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

Section 5. An employee shall be permitted to have a Shop Steward or Union Representative at any meeting with the Employer, or its agents, which meeting is for the purpose of investigating alleged misconduct by the employee that might be the basis for, or which may result in, discharge, suspension or other disciplinary action with respect to the employee. If the employee indicates that he/she wishes a steward to be present, and one is not available, the disciplinary meeting shall be temporarily postponed unless it is suspension or suspension with intent to discharge. In such cases, another bargaining unit person of the employee's choosing shall be asked to sit in as a witness. If it is not a suspension or suspension with intent to discharge, the discipline shall be delayed until the employee's next shift.

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

Section 7. There shall be only one (1) official department personnel file. Information in an employee's official department personnel file shall be confidential and available for inspection to appropriate members of the management team. An employee's official department personnel file shall be maintained at a location identified by each department or designee. Nothing shall

be placed in the employee's official department personnel file without the knowledge of the employee. An employee shall have the right to insert in his/her official department personnel file reasonable supplementary material and a written response to any item in the file. Responses shall remain attached to the material that it supplements for as long as the material remains in the file. An employee may request to review his/her official department personnel file and request copies of any signed document contained in the file.

ARTICLE 20 – GRIEVANCE PROCEDURE

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

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

Step 1: The parties share a common goal of attempting to resolve most matters informally without resort to the grievance process. Toward this end, the parties will attempt to address issues promptly as they arise. Any grievance shall be submitted in writing to the General Manager within 25 working days of its occurrence or of the date when the employee or the Union first became aware of the circumstances giving rise to the alleged grievance. The General Manager shall provide a documented response within eight (8) working days after receipt of the grievance.

Step 2: If not resolved satisfactorily at Step 1, a grievance shall be submitted in writing to the District Manager (or the equivalent position depending upon the titles used at the unit) or their designee by the Union's Representative or their designee within seven working days after receipt of the response at Step 1. The grievance shall set forth the alleged facts of the grievance, the specific Article(s) and Section(s) alleged to have been violated, and the remedy that is being sought. Either the District Manager or their designee or the Union shall request a meeting for the purpose of resolving the grievance prior to the Employer's decision. The meeting shall be held within five working days of being requested and will never exceed two paid employees. Within five working days of the meeting the Employer shall deliver to the Union a written reply, which shall provide for a decision in the matter and the reason(s) for the decision.

Step 3: If the grievance is not settled to the satisfaction of the Union at Step 2, the Union Representative or other designee, within 10 calendar days after receiving the District Manager or their designee's reply, shall submit the grievance to the Human Resources Director or their designee in writing setting forth the alleged facts of the grievance, which shall also include the specific Article(s) and Section(s) of the Agreement that the Union believes have been violated and the remedy being sought in this matter. Either the Human Resources Director or their designee or the Union shall request a meeting for the purpose of resolving the grievance prior to the Employer's decision. The meeting shall be held within 10 calendar days of being requested. Within 10 calendar days of the meeting, the Employer shall deliver to the Union a written reply to the alleged grievance, which shall provide for a decision in the matter and the reasons for the decision.

If the grievance is not resolved after the procedures in Step 3 have been completed, the parties, by mutual agreement, may refer the matter to non-binding mediation. Such referrals shall occur within five working days after the union receives the written response from the Human Resources Director. The Grievance Mediation procedure is set forth at Appendix C.

Arbitration: If the grievance cannot be satisfactorily adjusted at Step 3, the matter may be referred by the Union for final decision and determination to an impartial arbitrator. A request for arbitration shall be filed in writing with the Federal Mediation and Conciliation Service (FMCS) no later than 30 calendar days following the receipt of the written Step 2 answer. Both the Employer and the Union agree to be bound by the rules and regulations of the FMCS.

Each party to this Agreement shall bear the expenses of preparing and presenting its own case. The fees and the expenses of the Arbitrator, together with any incidental expenses mutually agreed upon in advance, shall be borne equally by the parties.

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

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

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

Section 5. The Employer shall pay employees at their regular wage rate when they are involved in the grievance discussion and meetings with the Employer, when such meetings take place during their regularly scheduled, normal working hours.

Section 6. Should the grievance not be resolved at the existing step or should there be no response from the Employer within the specified time limits, the grievance may be carried to the next step.

Section 7. To facilitate the efficient and timely administration of this article, Union Representatives may participate in grievance investigations and meetings via telephone, and union stewards will have access to telephones and facsimile machines for the sole purpose of communicating with union representatives regarding a pending grievance. Such access shall be limited to reasonable times so as to properly balance the company's concern for maintaining efficient operations and the union's ability to address necessary aspects of a pending grievance.

Section 8. Summary Table of Grievance Procedure.

Step	Parties Involved	Time Limits
1	Union: Grievant, Shop Steward Employer: General Manager	25Working Days: Written Grievance 8 Working Days: Response
2	Union: Union Rep or designee Employer: District Manager	7 Working Days: Written Step 2 Grievance 5 Working Days: Meeting between parties 5 Working Days: Written Response from District Manager
3	Union: Union Representative Employer: Human Resources Director	10 Calendar Days: Written appeal to the District Manager. 10 Calendar Days: Meeting between the parties 10 Calendar Days: Written Response from the Human Resources Director 5 Working Days: Mutual decision to seek Mediation or 30 Calendar Days: To seek Arbitration
3 (optional)	Grievance Mediation	Mediator's Schedule: Mediation 5 Working Days: Mediator's response after conclusion of mediation.
4	Arbitration	30 Calendar Days; Union requests arbitration after answer in Step 3.

ARTICLE 21 – HOURS OF WORK AND OVERTIME

Section 1. The "workweek" shall consist of a seven-day payroll period beginning at Friday 12:00 AM and ending the following Thursday at 11:59 PM. The parties understand and agree that the beginning and end of the workweek may change as a result of changes to the Employer's timekeeping systems. The Employer will contact the Union at least two weeks before any change in the payroll period.

Section 2. All work performed in excess of eight hours per day or forty hours per week shall be deemed to be overtime and shall be compensated at the rate of one and one-half times the employee's regular hourly rate of pay, or in accordance with the requirements of applicable state law. Employees shall be paid double time at their regular hourly rate of pay for all hours in excess of 12 in any one day defined pay day, or in accordance with the requirements of applicable state law.

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

a) If the employee is at work and it is within their classification, they will be asked.

b) Volunteers will be asked beginning with the most senior qualified employee.

c) The least senior qualified employee will be required to perform the work. If the least senior employee refuses the overtime assignment, the Employer is free to

fill the position from any available source. The least senior employee refusing overtime may be subject to discipline. Employees will be given as much notice as possible.

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

Section 5. All employees covered by this Agreement will be permitted to take one fifteen-minute paid break for each four hours worked. Breaks will be scheduled by the manager. Employees who work five or more hours in a day shall receive a one-half-hour unpaid meal break to be scheduled by the manager or designee.

Section 6. The Employer shall provide a free, wholesome meal as determined by management.

Section 7. Work schedules will be posted at least two weeks ahead of time. After the schedule is posted, and Employee's schedule cannot be changed without the Employee's consent, except in cases of unforeseeable and/or unavoidable operational needs or emergency.

ARTICLE 22 – WAGES

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

Section 2. Any employee who works in a higher classification for a minimum of two hours shall receive the rate of that classification for the hours so worked. An employee temporarily assigned to work in a lower paid classification shall retain their rate. Such work will be assigned as determined by management.

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

Section 4. If the Employer's payroll system permits, employees shall be paid on a weekly basis on Fridays before the end of their regular shift.

Section 5. Wages shall be paid weekly by check, deposit or electronic money order as determined by the Employer subject to applicable law..

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

Section 7. Effective February 26, 2016, at no time shall any hourly wage rate (new hire rate, job rate, start rate or otherwise) be less than $0.15 above the local, state or federal

minimum wage. If the application of this provision results in wage compression between job classifications, then upon request the parties will meet and confer through the Labor-Management Committee provided for in this Agreement regarding such compression. Under no circumstances shall this provision operate or be construed to create a wage reopener or to impose upon either party a mid-term duty to bargain.

ARTICLE 23 – REPORTING PAY

Section 1. Regularly scheduled employees shall be guaranteed a minimum of one-half of their regularly scheduled hours at their applicable rate on a day they are required to report to work, unless the Employer notifies them not to report to work at least two hours in advance by calling them at their last known telephone number provided by the employee to the Employer or by public announcement.

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

ARTICLE 24 – CALL IN EMERGENCY

Section 1. When an employee is called during the employee's time off to report for a work assignment outside of the employee's scheduled shift, it shall be considered a call in emergency. However, when an employee is requested to remain late on a day on which the employee has reported for work or when prior to leaving work, an employee has been requested to report for work on a subsequent day at either the employee's regular or non-regular starting time, it shall not be considered a call in emergency.

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

ARTICLE 25 – HOLIDAYS

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

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

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

Section 4. Employees scheduled off on a holiday must work their scheduled day before and their scheduled day after the holiday in order to be paid for the holiday, unless they are on jury duty or bereavement leave. Employees scheduled to work on the holiday must work their scheduled day before the holiday, their scheduled day after the holiday, and the holiday itself in order to be paid for the holiday, unless they are on jury duty or bereavement leave. Employees

who call in sick on either the day before or the day after the holiday or on the holiday itself may be requested to furnish proof of illness for the holiday to be paid.

ARTICLE 26 – VACATIONS

Section 1. All full-time employees shall be eligible for vacation. A full-time employee is defined as working at least 30 hours per week for seven weeks out of the quarter. Vacation shall be determined based on length of service as follows:

- Employees with one - five years of service shall be entitled to 10 days vacation with pay.
- Employees with six -15 years of service shall be entitled to 15 days vacation with pay.
- Employees with 16 or more years of service shall be entitled to 20 days of vacation with pay.

Employees shall receive their full allotment of vacation days on their anniversary date of each year. Upon the effective date of this agreement, employees vacation banks will be converted from hours to days and employees shall receive a pro-rated number of days from the effective date of the Agreement to their next anniversary date.

Section 2. Vacations earned may be carried over from year to year to a maximum of 30 days.

Section 3. Payment for vacation shall be paid at a rate of the individual employee's regular rate of pay multiplied by their regularly scheduled hours.

Section 4. Employees whose employment terminates shall be paid all current year vacation on a pro-rated basis.

Section 5. Upon an employee's request, the Employer will permit earned vacation to be used to make up for hours lost when an employee is sent home before the end of his/her scheduled shift. Under these circumstances, an employee will be paid a minimum of one-quarter of a vacation day, even if the hours lost are less than one-quarter of a day.

ARTICLE 27 - SICK LEAVE

Section 1. All full-time employees shall be eligible for sick days. A full-time employee is defined as working at least 30 hours per week for seven weeks out of the quarter. Sick days shall be determined based on length of service as follows:

- Employees with six months thru one year of service shall be entitled to two sick days with pay.
- Employees with one - 10 years of service shall be entitled to three sick days with pay.
- Employees with 11 or more years of service shall be entitled to five sick days with pay.

Employees shall receive their full allotment of sick days on their anniversary date of each year. Upon the effective date of this agreement, employees' sick leave banks will be converted from

hours to days and employees shall receive a pro-rated number of days from the effective date of the Agreement to their next anniversary date.

Section 2. Sick days shall be paid at the employee's regularly scheduled daily hours times their regular hourly rate at the time of the absence.

Section 3. Sick days may be carried over from year to year to a maximum of 40 days.

Section 4. A doctor's note may be requested by the Employer upon return to work after three consecutive days off sick, or upon returning to work after being off sick on the last scheduled day before, after or on the holiday scheduled to work.

Section 5. Employees shall be permitted to use sick days in order to care for a sick family member in accordance with California state law.

ARTICLE 28 - 401(k)

The Company will provide a 401(k) Plan and match employee's contributions of $0.50 on $1.00, up to six percent. The Company reserves the right to change the terms and conditions of this Plan. In the event the Company decides to eliminate or modify the Plan, the Company and the Union shall meet to negotiate the effects.

ARTICLE 29 - INSURANCE

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

Section 2. Eligibility to Participate. Each employee's eligibility to participate in the Standard Benefits Plans in each insurance plan year shall be determined on the basis of the employee's hours worked or paid (as such hours are defined by the Employer with respect to the eligibility of employees generally to participate in the Standard Benefits Plans) in the twelve months ending on the last day of the first payroll period in the October preceding the commencement of such insurance plan year, or such other date in October of each year as the Employer shall select (for example, the eligibility of employees to participate in the Standard Benefits Plans in 2015 will be determined on the basis of the hours worked or paid in the twelve-month period commencing October 4, 2013 and ending October 2, 2014).

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

Section 3. Health Plan. So long as the Employer offers the Standard Benefits Plans in accordance with this Agreement, the Employer shall share with each eligible employee who

elects to participate in a Health Plan the cost of the premiums for the plan in which the employee elects to participate. The rates that the Employer and the Employee shall pay are based on **the SWU Model.**

The Employer shall deduct the employee's share of the premium from each paycheck on a pre-tax basis.

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

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

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

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

Section 8. Waiver. By agreeing to participate in the Employer's Standard Benefits Plans, the Union agrees that any dispute, grievance, question or controversy concerning the interpretation or application of the Standard Benefits Plans shall be determined and resolved in accordance with the procedures set forth in the applicable plan documents and shall not be subject to the grievance and arbitration provisions of this Agreement. The Union further agrees that the Employer, as Plan Sponsor of the Standard Benefits Plans, has reserved the right to unilaterally amend, modify or terminate the Standard Benefits Plans, in whole or in part, without bargaining with the Union over its decision to take such action. Upon request, the Employer will bargain with respect to the effects of a decision to terminate the Standard Benefits Plans or to amend or modify the Standard Benefits Plans in a manner that has a material adverse effect on the employees This Section shall continue in effect following the expiration of this Agreement, until expressly terminated or superseded by written agreement of the Employer and the Union. Upon the expiration of this Agreement, either party will, upon request, bargain concerning health and welfare benefits for bargaining unit employees, subject to the provisions of this Section.

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

ARTICLE 30 - ALCOHOL AND DRUG ABUSE POLICY

Section 1. The Employer and the Union recognize that they must endeavor to provide safe and efficient operations for the protection and benefit of the general public, and the Employer's guests and employees. As part of its efforts to achieve this goal, the Employer must require that its work be performed by employees who are not under the influence of illegal drugs or alcohol at work. For purposes of this Agreement, the term "drugs" shall include drugs and alcohol, as appropriate.

Section 2. The parties hereby adopt and incorporate by reference the Drug/Alcohol Test Implementation Guidelines annexed to this Agreement as Appendix E.

ARTICLE 31 - TEMPORARY TRANSITIONAL DUTY PROGRAM

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

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

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

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

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

ARTICLE 32 - TRAVEL ALLOWANCE

Section 1. Any employees who are required to utilize their own vehicle, or are requested to perform work at another location, shall receive a mileage allowance at the rate of the prevailing IRS rate in effect, or be reimbursed the appropriate fee for use of public transportation, if necessary.

ARTICLE 33 – BEREAVEMENT LEAVE

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

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

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

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

Section 5. Time off may be granted to an employee, without pay, to attend a funeral of a family member not mentioned in Section 3. Such requests will not be unreasonable denied.

ARTICLE 34 – JURY DUTY

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

Section 2. All employees who have been called for jury duty shall be granted leave with pay for a period not to exceed 20 working days in any calendar year. The pay for such leave shall consist of the difference between the employee's regular rate of pay and that of the remuneration received from the court system. Employees shall be paid at their regular rate of pay times their regular hours worked. Proof of such remuneration shall be submitted to the Employer by the employee. Official notification shall be submitted to the Employer prior to such leave being granted. The Employer shall provide leave for jury duty in accordance with all applicable laws.

ARTICLE 35 – BULLETIN BOARDS

Section 1. The Facility shall provide a bulletin board in a mutually agreed location for the purpose of posting information. No material shall be derogatory of the Employer or the Employer's client shall be posted.

ARTICLE 36 – UNIFORMS

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

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

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

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

Section 5. The Employer will provide the full time employees with five (5) shirts and five (5) pants (four shirts and pants for part time employees) The pants shall be chosen from an employer approved vendor. The Employer will make available to all employees four styles of pants to choose from.

Section 6. Except for a one-inch button as provided by this Agreement, no non-uniform apparel shall be worn.

Section 7. Employees shall be permitted to wear a one-inch Union button while performing their duties, provided the button is not derogatory to the Employer or the Employer's client.

Section 8. The Employer will provide a reimbursement of $100.00 per year to each employee for the purchase of shoes.

ARTICLE 37 – NO STRIKE/NO LOCKOUT

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

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

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

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

ARTICLE 38 – SUCCESSORS

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

ARTICLE 39 – SAVINGS CLAUSE

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

ARTICLE 40 – TOTAL AGREEMENT

Section 1. It is understood and agreed that this Agreement includes and constitutes the sole and entire Agreement between the parties regarding all subjects or matters related to collective bargaining. This Agreement supersedes all prior agreements, understandings, and practices, oral or written, express or implied, between the parties, and shall not be changed or modified unless such change or modification is agreed to by both parties in writing. Notwithstanding, the parties understand that issues may arise from time to time during the term of this Agreement that may not have been covered by this Agreement that one party or the other feels the need to be discussed. It is agreed therefore, that either party may raise such issues and the other agrees to meet and confer with respect to such issue(s) in an attempt to reach a mutual resolution of such issue, however, arbitration is not a remedy in the event the parties are unable to each agreement.

ARTICLE 41 – DURATION OF AGREEMENT

Section 1. This Agreement shall be in full force and effect as of December 30, 2014, and shall be in effect up to and including December 30, 2017. This Agreement shall be automatically renewed and extended from year to year without addition, change, or amendment, unless either party serves notice in writing to the other party not less than ninety (90) days before the end of the term of its desire to terminate, change, amend, or add to this Agreement.

IN WITNESS WHEREOF, Sodexo HealthCare Services, Lakewood Regional Medical Center – Food Services, 3700 East South Street, Lakewood, California and the National Union of Healthcare Workers have caused this Agreement to be signed by their duly authorized representatives as of this _____ day of _____.

SODEXO HEALTHCARE SERVICES
LAKEWOOD REGIONAL MEDICAL CENTER (FOOD)
3700 EAST SOUTH STREET
LAKEWOOD, CALIFORNIA

Howard Pripas
Director, Labor Relations

5/4/16
Date

Bonnie Beardsley
~~Scott Roque~~ Bonnie Beardsley
District Manager

4/30/16
Date

NUHW

Sal Rosselli
President

5-10-16
Date

María Loya

5-10-2016
Date

Brenda Salvatierra

Date

Patricia Passmore

5-10-16
Date

Antonio Orea

5/10/16
Date

APPENDIX A - WAGES

1. The starting rates of pay shall be as follows:

Classification	Ratification	12/4/15	12/30/16
Sous Chef	14.97	15.46	15.92
Catering	12.77	13.19	13.59
Cook	11.66	12.04	12.40
Food Service Worker	9.63	10.00	10.45
Utility Worker	9.63	10.00	10.45

All employees who are below the starting pay in their classification shall receive the greater of either the current start rate or the amount of the general wage increase described in Section 3 of this Appendix. From then on, no employee will be paid less than the appropriate start rate listed above.

2. If the California minimum wage surpasses the starting rates, above, during the life of this Agreement, the parties shall meet for the purpose of establishing new start rates.

3. Employees who are at or above the start rate shall receive the following increases:

1/2/15:	2.75%
12/4/15:	3.25%
12/30/16:	3.0%

4. Classification start rates will increase (upon ratification) by the percentages in Section 3, except for Food Service Worker/Utility Worker Rates which will be: $9.63-Upon Ratification: $10.00 - 12/4/15 ; $10.15 – 2/26/16; $10.45 - 12/30/16

5. An employee who works in a higher classification pursuant to Article 22. Section 2, will receive an increase equal to the amount necessary to reach the starting rate of the higher paid classification or $ 0.50 per hour, whichever is greater. An employee temporarily assigned to work in a lower paid classification shall retain their rate. Such work will be assigned as determined by management.

   Any employee who receives a promotion to a higher classification shall receive $0.50 per hour above the employee's current rate of pay or the rate of that higher classification, whichever is greater.

   An employee that works as a grill cook will get paid the cook rate anytime he/she performs the grill cook duties.

6. If the market forces the hiring rates to exceed the rates in the new hire wage structure, the Employer may increase the start rate after notice to the Union. Any other employees in the same classification paid below the revised start rate, shall have their rate increase to the new start rate.

7. As of February 26, 2016, all employees shall be getting paid at least fifteen cents above the minimum wage.

APPENDIX B -- CHECK OFF/COPE FUND AUTHORIZATION FORM

NUHW
NATIONAL UNION OF HEALTHCARE WORKERS

NATIONAL UNION OF HEALTHCARE WORKERS MEMBERSHIP APPLICATION / DUES & COPE DEDUCTION AUTHORIZATION

MEMBERSHIP APPLICATION

PLEASE PRINT CLEARLY

First Name | M.I. | Last Name

Social Security Number | Birthdate (mm/dd/yy) | Gender ☐ Male ☐ Female

Street Address | Apt. No.

City | Zip

Home Phone | Personal Cell Phone

Home Email

Employer/Facility

Work Location/Campus | Date of Hire

Department | Job Classification

Job Status: ☐Full Time ☐Part Time ☐Per Diem ☐Short Hour ☐Casual/On Call | Shift: ☐AM ☐PM ☐Night

Work Phone | Ext. | Work Cell Phone/Pager

Work Email

I hereby request and accept membership in National Union of Healthcare Workers, and authorize National Union of Healthcare Workers as my union and exclusive representative with my Employer(s) concerning wages, hours and other terms and conditions of employment. I agree to abide by the Constitution and Bylaws and all amendments thereto, and by any contracts that may be in existence at the time of this application or that may be negotiated by the Union.

I hereby authorize my employer to deduct from my wages and to pay to National Union of Healthcare Workers the designated monthly dues necessary to secure and maintain Union membership as required by the Constitution and Bylaws of the Union and any applicable contracts. I understand that my Union dues rate will periodically increase or otherwise change in accordance with the Union's Constitution and Bylaws.

Signature _____ Date _____

COPE AUTHORIZATION - VOLUNTARY CAMPAIGN CONTRIBUTIONS

In order to build political power for healthcare workers by helping win on issues and elect candidates who are supportive of healthcare and workers rights, I hereby authorize and direct my employer to deduct from my paycheck the following sum and remit that amount to NUHW COPE.

Please make a monthly deduction from my paycheck in the amount of: ____$5 ____$10 ____$15 ____$20 $_____ per month.

I understand that this deduction is not tax-deductible and that this contribution is strictly voluntary and will be used for political purposes.

The signing of this authorization form and the making of these voluntary contributions are not conditions of membership in NUHW nor of my employment. My Union will not favor or disadvantage anyone by reason of the amount of their contribution or decision not to contribute. I may refuse to contribute without reprisal. My payroll deduction will continue until I notify NUHW in writing of any change. The submission of a new deduction authorization form will supersede any previous authorizations for this payroll deduction. I have the right to terminate this deduction at any time by providing written notification (or email) to NUHW.

Federal campaign law requires political committees to report the following information for individuals whose contributions are more than $200 per year: name, address, occupation and employer. All information will be kept confidential unless disclosure is required by law. You must be a member of NUHW or on its administrative/executive staff to make a contribution. You must be a U.S. Citizen or a person lawfully admitted for permanent residency in the United States in order to contribute. Contributions to NUHW COPE may not exceed $5,000 per calendar year per contributor.

Signature _____ Date _____

Orignial: Employer Yellow: NUHW Pink: Employee

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APPENDIX C -- GRIEVANCE MEDIATION

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

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

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

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

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

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

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

APPENDIX D -- HOLIDAYS

New Year's Day
Martin Luther King. Jr. Day or Presidents Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day
One additional Holiday to be scheduled at the employee's discretion

APPENDIX E

Sodexo, Inc.

Drug/Alcohol Test Implementation Guidelines

POST-ACCIDENT SUBSTANCE ABUSE TESTING

A. Circumstances When Testing Will Be Required

As permitted by law, Sodexo will conduct drug and/or alcohol testing following on-the-job accidents, as defined in Section C, below, in accordance with the procedures set forth in this Article.

These procedures are designed not only to detect use of drugs or alcohol but also to ensure fairness to each Employee. Every effort will be made to maintain the dignity of Employees involved.

Employees governed by client-specific requirements must comply with those client requirements in addition to the requirements herein, if not in conflict with client requirements.

B. Prohibited Substances:

1. Prohibited Drugs: Unless limited by applicable state law, testing will be conducted for the presence of the following substances or their metabolites:

- **ALCOHOL**
- **AMPHETAMINES (Including MDMA)**
- **COCAINE**
- **MARIJUANA**
- **OPIATE METABOLITES**
- **PHENCYCLIDINE (PCP)**
- **6-monoacetylmorphine (6-MAM; a heroin-specific metabolite)**
- **Additional substances may be added as evidence of use dictates.**

Detection levels requiring a determination of a positive result shall, where applicable, be under accepted scientific standards in accordance with the recommendations established by the Substance Abuse and Mental Health Services Administration (SAMHSA; formerly “NIDA”) as adopted by the federal Department of Transportation (DOT).

2. Alcohol: A positive alcohol test is any result reported at or above **0.04.**

C. Post-Accident Testing:

An Employee Accident is defined as an unplanned event which results in a work-related injury or illness which requires outside medical treatment and cost.

For any Employee who is involved in an Employee Accident, Sodexo will conduct drug and alcohol testing.

All Employee Accidents must be reported to the Sodexo unit manager or other designated person or manager within one hour of the event – unless there are circumstances that make reporting within 1 hour impractical or impossible – but no later than three hours of the event.

Post-Accident drug and alcohol testing should occur as soon as is practical but not later than 32 hours after the occurrence of an event meeting the above criteria. Employees must report for testing within thirty-two (32) hours. If an Employee fails to do so, it will be deemed refusal to test, absent a reasonable explanation.

D. Collection of Samples/Lab Analysis:

1. Specimen Collection: All specimen collection for drugs and alcohol will be performed in accordance with generally accepted scientific methods. Sodexo will use chain-of-custody procedures.

2. Specimen Analysis: Test methods permitted by state law shall be utilized. For confirmation purposes of any test screened "non-negative," Sodexo will retain only a laboratory certified by the Substance Abuse and Mental Health Services Administration (SAMHSA). The laboratory will be required to maintain strict compliance with federally approved chain-of-custody procedures, quality control, maintenance and scientific analytical methodologies.

3. Split-sample Analysis: The Employee may request that a confirmation test on the specimen be conducted. That request must be made in writing within three business days after being notified of the positive test result. The analysis of the split sample shall be obtained from a separate, unrelated certified laboratory chosen by the Employee and shall be at the Employee's expense.

If the split sample analysis fails to re-confirm the presence of the prohibited substance found in the original sample then both tests shall be noted as a negative and no disciplinary action taken.

E. Alcohol Testing Procedures:

All alcohol tests will be conducted in strict compliance with the rules adopted by federal and state guidelines and in accordance with the best practice in the applicable scientific community.

F. Review and Notice of Rights:

Sodexo's contracted Medical Review Officer will contact any Employee testing positive for the presence of a prohibited substance. The Employee will be allowed to present medical documentation to explain any permissible use of a drug. All such discussions between the Employee and the MRO will be confidential. Sodexo will not be a party to or have access to matters discussed between the Employee and the MRO, except to respond to a claim made in a grievance, arbitration, lawsuit or administrative charge. Until the Employee contacts the MRO or a reasonable time has lapsed after the Employee was asked to contact the MRO, Sodexo will not be advised of the test result.

If legitimate, medically supported reasons exist to explain the positive result, the MRO will report the test result to Sodexo as a negative. If there is no legitimate, medically supportable reason for the positive test result, the MRO will report the test result as a positive. Sodexo will then notify the Employee of the positive result, the substance(s) detected and the Employee's right to a split-sample analysis.

There will be no medical review of a positive test for alcohol or a positive test of a split specimen. No medical explanation for alcohol in an Employee's system will be accepted.

If, during the course of an interview with an Employee who has tested positive, the MRO learns of a medical condition, or medication for a medical condition, which could, in the MRO's reasonable medical judgment, pose a risk to safety, the MRO may report that information to Sodexo.

If the result is reported to Sodexo as positive by the MRO, Sodexo will notify the Employee in writing of the following:

1. The result of the test;

2. The Employee's right to have a split sample analyzed;

3. The Employee's right to choose the laboratory to analyze the split sample;

4. The Employee's right to take up to three business days after the date of written notice to decide whether to have the split analyzed;

5. The Employee's responsibility to pay for the split sample analysis.

G. Consequences:

Any Employee who refuses to submit to the testing process or who tests positive for any prohibited substance will be terminated.

Any employee suspected of unnecessarily delaying the test process, attempting to adulterate or substitute a sample or refusing to fully cooperate in the test process will be considered to have refused to submit to testing.

In addition, a positive test, or the refusal to submit to a test, may result in a denial or loss of workers compensation benefits under state law. (This information is provided for informational purposes only, it being understood that neither the Union nor the Employer controls the grant or denial of workers' compensation benefits.)

H. Confidentiality:

Unless otherwise limited by law, information and records relating to testing, test results, drug or alcohol dependencies, medical restrictions, and legitimate medical explanations provided to the medical facility, the MRO, or Sodexo's designated Human Resources Manager as part of Sodexo's drug and alcohol testing program, shall be kept confidential and maintained in medical files separate from Employees' personnel files. Such information shall be the property of Sodexo and may be disclosed to Human Resources, the MRO, and to Sodexo managers and supervisors on a need-to-know basis. Such information also may be disclosed where relevant

to a grievance, charge, claim, lawsuit, or other legal proceeding initiated by or on behalf of an employee or prospective employee.

I. Employee Assistance:

Employees with personal alcohol and drug abuse problems should request confidential assistance through local support agencies or, if applicable, Sodexo's health insurance program or Sodexo's Lifeworks program, (888) 267-8126. Employees who undergo voluntary counseling or treatment, and who continue to work, must meet all established standards of conduct and job performance including these Guidelines. While the mere voluntary request for assistance with an alcohol or drug abuse problem will not result in any constructive counseling, such requests will not prevent disciplinary action for violation of Sodexo's Drug and Alcohol Use Policy and will not prevent termination for a positive result.

SIDE LETTER OF AGREEMENT

Sodexo Health Care Services Division at Lakewood Regional Medical Center – Food Services (the "Employer") and the National Union of Healthcare Workers ("the Union") are parties to a collective bargaining agreement that is effective from December 30, 2014 through December 30, 2017.

As a result of the negotiations between the Employer and the Union that resulted in the aforementioned collective bargaining agreement, the parties agreed to recognize that:

It shall be the intent of the Employer to utilize a temporary agency as a recruiting tool. It is also the intent of the Employer to transition temporary agency employees to Sodexo payroll as soon as practical provided the employee has demonstrated satisfactory performance. The aforementioned intents are consistent with Article 8, Section 2, which continues to be in effect.

The parties agree that the following shall apply to employees hired by the Employer who have been recruited by the temporary agency:

- The seniority date of said employees shall be the date of hire with Sodexo.
- The completion of said employee's probationary period shall be calculated based on the employee's date of placement at the operation by the temporary agency.
- Individual temporary employees shall be limited to 650 hours before becoming permanent Sodexo employees unless otherwise mutually agreed to by the parties.

IN WITNESS WHEREOF, Sodexo, Health Care Services – Food Services, Lakewood Regional Medical Center, 3700 East South Street, Lakewood, California, and the National Union of Healthcare Workers, have caused this Memorandum of Agreement to be signed by their duly authorized representatives as of this date December 30, 2014 through December 30, 2017.

SODEXO HEALTHCARE SERVICES
LAKEWOOD REGIONAL MEDICAL CENTER (FOOD)
3700 EAST SOUTH STREET
LAKEWOOD, CALIFORNIA

NUHW

_____
Howard Pripas
Director, Labor Relations

_____
Date

_____
Date