



**NATIONAL UNION OF
HEALTHCARE WORKERS**

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Collective Bargaining Agreement

with

**SDH Services West,
a Subsidiary of Sodexo, Inc.**

at

**Fountain Valley Regional Hospital
& Medical Center**

May 14, 2018 – May 13, 2021

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PREAMBLE

This AGREEMENT made and entered into by and between SDH Services West, a subsidiary of Sodexo, Inc., for the Food and Nutritional Services (FANS) and Environmental Services (EVS) units, at Fountain Valley Regional Hospital located at 17100 Euclid Street, Fountain Valley, CA 92708 (“Employer” or “Company”), 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.

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 in 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 the employees defined in Article 1 and the Employer’s right to manage the business profitably.

ARTICLE 1 – RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative with respect to salaries, hour of employment, and other conditions of employment for all full-time and regular part-time employees at SDH Services West, Fountain Valley Regional Hospital and Medical Center.

1.1 Included

All full-time and regular part-time employees employed by the Employer in its environmental services and food services operations including Environmental Services Attendant, Floor Technician, Laundry Worker, Lead Worker-Facilities, Supervisor-Facilities, Cashier/Food Service Worker, Catering Service Worker, Cook-Grill, Cook I, Cook II, Driver, Food Prep Helper, Lead Worker-Food, Stock Worker/Receiver, Trayline Attendant, Patient Ambassador, and Utility Worker.

1.2 Excluded

All other employees, including confidential employees, professional employees, managerial employees, office clerical employees, registered or licensed dietitians, guards, and supervisors as defined by the Act.

ARTICLE 2 – DEFINITIONS

2.1 Full-time Employee

A “full-time employee” is one who regularly works thirty (30) or more hours per week.

2.2 Part-time Employee

A “part-time employee” is one who regularly works fewer than thirty (30) hours per week.

2.3 Casual Employee

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

2.4 Working Day/Days

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

2.5 Measurement Period

An employee’s status as a full-time or part-time shall be determined on the basis of the employee’s average hours during the fifty-two (52) week measurement period ending on a date between October and November and in succeeding year as specified by the Employer’s Corporate Benefits Department. No Employees shall fail to be classified as full-time due to time spent on FMLA, Military (USERRA) or Temporary Unit Closing (TUC) leave. Employees who have been employed for less than one (1) year as of the measurement period shall be classified as full-time or part-time in accordance with the procedures used by the Company to classify partial-year employees under the Standard Benefits Plans.

Any employee who is reclassified from part-time to full-time due to the results of the measurement period noted above shall be considered a full-time employee for all intents and purposes, but will continue to be subject to the measurement process for the aforementioned 52-week period for each succeeding year as specified by the Employer’s Corporate Benefits Department and in accordance with the terms of applicable Employer sponsored Standard Benefits Plan(s).

ARTICLE 3 – RESPECT AND DIGNITY

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

- 4.1 The Employer will not 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 also agrees that it will not 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.

4.2 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.

4.3 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.

4.4 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 as follows:

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

ARTICLE 5 – MANAGEMENT RIGHTS

- 5.1 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 or otherwise, are vested exclusively with the management of the Employer, except only to the extent that such rights are specifically and explicitly modified by the express provisions of this Agreement.
- 5.2 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 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 the 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 related to work, operations, and safety.

ARTICLE 6 – UNION MEMBERSHIP

- 6.1 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 or after the 30th day following the execution or effective date of the Agreement, or on or after the 30th day following the beginning of their employment, whichever is later. If the forgoing 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 the Union a service charge to reimburse it for the cost of negotiating and administering the Agreement.
- 6.2 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).
- 6.3 In the event that Section 6.1 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 EVS and FANS employees of Sodexo at Fountain Valley Regional Hospital & Medical Center are covered under a collective bargaining agreement between Sodexo and the 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.
- 6.4 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 with 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 20-minute orientation provided by the Union shop steward.

ARTICLE 7 – DEDUCTION OF UNION DUES

- 7.1 The Employer agrees to deduct weekly, if the Employer’s payroll system permits, from the wages of each employee who so authorizes such deductions, the amount of regular initiation fees and monthly Union dues as certified to the Employer by the Secretary-Treasurer of the Union.
- 7.2 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 include 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.

- 7.3 The Employer's obligation is limited solely to making the authorized deductions, and such obligations shall cease at the time the employee is terminated or laid off for lack of work, including summer layoffs.
- 7.4 The Union shall hold harmless the Employer from any and all claims that may arise out of the Employer's compliance with this Article.
- 7.5 The Employer shall deduct monthly or weekly a flat dollar amount from the gross wages or salary of each employee who voluntarily execute the Committee On Political Education (COPE) payroll deduction authorization form. 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.

ARTICLE 8 – BARGAINING UNIT WORK

- 8.1 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.
- 8.2 The Employer will make efforts to limit the hiring of temporary agency employees; however, there may be circumstances when 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

There shall be a separate Labor-Management Committee for the FANS and EVS units consisting of no more than two (2) individuals from each party. 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. Meeting will be held within fifteen (15) days after either party so requests, but not more than one (1) time each month. 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 meeting 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

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

- 10.1 A joint Safety and Health Committee (“Committee”) will be established. The Committee will be composed of a minimum of four (4) members of the bargaining unit selected by the Union and a maximum of four (4) 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.
- 10.2 The Employer shall make available appropriate personal protective equipment at no cost to the employee. If an employee destroys or damages the protective equipment provided to the employee, or loses the equipment where a secure space for storage has been provided, the employee will be responsible for the cost of the replacement to the extent permitted by law.

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

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 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.

An authorized representative of the Union will 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 the 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.

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

- 12.1 There shall be 5 union stewards and 5 alternates, split 3 EVS employees and 2 FANS employees for steward and alternates.
- 12.2 The Union shall designate one of the stewards as a "Chief" steward.
- 12.3 The Union shall advise the Employer in writing of the names of Union Stewards. One (1) Union Stewards shall participate in each grievance procedure. Union Stewards, unless the Steward is the grievant, shall be recognized by the Employer as the representative of the employees for the purposes of enforcing this Agreement, and shall generally act as representatives of the Union on the job.
- 12.4 A Steward may request to be released from his or her regular duties to investigate grievances on Employer time. Request to conduct such investigations shall not be unreasonably withheld. The Steward shall contact his or 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.
- 12.5 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.
- 12.6 The Chief Steward will be considered the most senior employee for the purposes of layoff and recall only.

- 12.7 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.
- 12.8 Upon the Union’s request, 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. Such leaves will be unpaid and not adversely affect the employee’s seniority or benefits. Any event shall not be less than five (5) working days.
- 12.9 Union Stewards shall be released from duties with no loss of pay for no more than two (2) hours each month in order to speak with or meet with a Union Representative for purposes of training and contract administration. Scheduling of such time must be approved by management in advance and shall not be unreasonably denied.

ARTICLE 13 – SENIORITY

- 13.1 “Employer Seniority” shall be defined as the employee’s length of continuous service with the Employer or its predecessor, 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 20), and Vacations (Article 25).

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

- 13.2 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 the Union an updated seniority list on a quarterly basis.
- 13.3 Continuous employment shall be broken for any of the following reasons. If continuous service is broken, the employees 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 give 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 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 sixty (60) calendar days. An employee's probationary period may be extended an additional thirty (30) days by agreement of the Employer and the Union, and such agreement shall not be unreasonable denied. During the probationary 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

- 15.1 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 (7) calendar days of the mailing of the posting to the employee's home. The Employer will make every effort to conduct interviews within ten (10) working days of the closing of the posting.
- 15.2 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 ten (10) working days of the bid award.
- 15.3 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 (6) 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 (2) weeks, if possible. Vacancies resulting from the initial job posting shall be filled as provided in this Article up to a maximum of three (3) postings.

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

- 15.4 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 (6) months, provided they are qualified as stated in Section 15.3. If there are still no qualified bidders, the Employer shall have the right to go to the outside to fill the position.
- 15.5 Any employee filling a job classification covered by this Agreement from a lower-paid classification shall be on a trial period for the first thirty (30) calendar days of employment in the new classification. If at any time during such trial period the Employer determines that the employee cannot meet the job requirements, the Employer may return the employee to that employee's former position. The employee so returned shall not suffer any loss of seniority. The decision to return the employee to their former position shall not be subject to any progressive discipline procedure.
- 15.6 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

- 16.1 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.
- 16.2 Employees shall be given fourteen (14) days' notice, in cases of layoff, except for circumstances that are unforeseeable by management.
- 16.3 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.
- 16.4 The affected employees may exercise one of the following options:

- a. The employee may bump a less senior employee in the same or lower paying job classification, provided they are qualified to perform the job, or the employee may bump a less senior employee in his or her former job classification, provided they are qualified to perform the job, if his or her seniority in the former classification exceeds that of the least senior employee in the job classification. The employee so displaced may bump the least senior in the same or lower paying classification 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 the job classification provided they are qualified to perform the job.
- b. The affected employee(s) may opt to fill a vacancy in their own or lower paying job classification, if in the Employers 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 the own or lower paying job classification.
- 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 or their layoff or displacement.
- e. For the purposes of recall notification, the Employer shall notify the employee by reliable, documented, means at the last known address supplied by the employee. Employees must notify the Employer within five (5) working days of the date the message was received of their intent to report to work after notification. Employees shall report to work within three (3) 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

- 17.1 Upon written notice to the Employer, an employee with at least one (1) year of service may apply for a personal leave of absence of up to seventy (70) calendar days. An employee must submit a written request at least thirty (30) calendar days in advance; however, the Employer will consider exceptions for unforeseen circumstances. The application shall specify the reason and the requested length of time for leave. The leave may be extended for thirty (30) calendar days by mutual agreement of the parties in writing in advance of the conclusion of the original leave and will not be unreasonably denied. The employee shall give a minimum of fourteen (14) calendar days' notice of such request. All leave requests shall be approved in the sole discretion of the Employer but shall not be unreasonably denied and must include a return to work date.

- 17.2 In the event an employee is hired or appointed to short-term employment with the Union, the employee shall be allowed to take leave, subject to the Employer's legitimate business needs. The Employee shall give a minimum of fourteen (14) calendar days' notice of such request. Such leave shall not exceed ninety (90) calendar days in a year. No more than two (2) employees from the bargaining unit may be awarded such leave at a time. The Employer shall continue to pay for the employee's benefits during such leave provided that the Union and/or the employee reimburses the Employer in full for such benefits beginning on the first day of the month following the commencement of such leave. During such leave, the Employer will continue the seniority of the employee on leave and the accrual of benefits based on seniority. If an employee wishes to return from leave early, he/she must give the Employer at least fourteen (14) days' notice prior to reinstatement.
- 17.3 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.
- 17.4 The Employer shall administer all leaves in accordance with the Family and Medical Leave Act (FMLA) and applicable state law regarding leaves.
- 17.5 An employee returning from FMLA/Union leave, or a personal leave of seventy (70) days or less, shall be entitled to reinstatement to his/her position, hours, and work unit unless the position has been eliminated or modified as a result of layoffs or other legitimate business needs. In such event, the employee may use their seniority as provided for in the Layoff and Recall Article (Article 16). Vacancies created by such leaves shall not be subject to the Job Posting requirements and may be filled temporarily at the employer's discretion.
- 17.6 The Employer may, in accordance with the Job Posting requirements, fill vacancies created by personal leaves of more than seventy (70) days. Employees returning from personal leaves of more than seventy (70) days shall be entitled to fill an existing vacancy that is consistent with their seniority and qualifications.
- 17.7 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 17.2.

ARTICLE 18 – DISCIPLINE & DISCHARGE/JUST CAUSE

- 18.1 The Employer agrees that discipline shall be for just cause only. Any discipline or discharge may be subject to the grievance procedure in Article 19.

The Employer will take any disciplinary action promptly after learning of the circumstances on which the discipline is based. In general, the Employer will endeavor to take any such disciplinary action within seven (7) business days after learning of the circumstances on which the discipline is based, unless there exists a justifiable business

reason for a reasonable extension of this period. The Employer will give its reasons for such discipline and/or discharge to the employee and the Union's Grievance Representative or designee within seven (7) calendar days of such disciplinary action.

- 18.2 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 (5) scheduled work days.
 - d. Suspension pending investigation and decision to discharge.
- 18.3 The progressive disciplinary steps described in Section 18.2 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.
- 18.4 In any disciplinary proceeding, the Employer may not consider and/or utilize any material adverse to the employee that occurred more than twelve (12) months prior to the current disciplinary action, provided no other disciplinary action has been taken against the individual within those twelve (12) months.
- 18.5 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.
- 18.6 Absence and tardiness issues shall be considered together on a separate track from other disciplinary issues.

- 18.7 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 19 – GRIEVANCE PROCEDURE

- 19.1 A grievance shall be defined as any dispute arising out of the expressed terms and conditions contained in this Agreement.
- 19.2 All grievances shall be processed in the following manner:
- a. 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 fifteen (15) 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 seven (7) working days after receipt of the grievance.
 - b. 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 Representative or their designee within fifteen (15) 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 seven (7) working days of being requested and will never exceed two (2) paid employees. Within seven (7) working days of the meeting, the Employer shall deliver to the Union a written reply, which shall provide for a decision in the matter and the reason(s) for the decision.

If the grievance is not resolved after the procedures in Step 2 have been completed, the parties, by mutual agreement, may refer the matter to non-binding mediation. Such referrals shall occur with seven (7) working days after the Union receives the written response from the District Manager. The grievance mediation process is set forth in Appendix B.

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

Each party to this Agreement shall bear the expenses of preparing and presenting its own case. The fees and 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 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.

- 19.3 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 proscribed time limits shall constitute a waiver of all rights to grieve and arbitrate such matters.
- 19.4 Grievances concerning disciplinary suspensions or discharges may be submitted at the second (2nd) step of the grievance procedure. If the grievance is not settled at Step 2, it may be directly submitted to arbitration except as limited in the above paragraph.
- 19.5 The Employer shall pay the employees at their regular wage rate when they are involved in the grievance discussion and meeting with the Employer, when such meetings take place during their regularly scheduled, normal working hours.
- 19.6 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.
- 19.7 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 the union representatives regarding a pending grievance. Such access shall be limited to reasonable times so as to properly balance the Company's concerns for maintaining efficient operations and the Union's ability to address necessary aspects of the pending grievance.

ARTICLE 20 – HOURS OF WORK AND OVERTIME

- 20.1 The “workweek” shall consist of a seven (7) day payroll period beginning at 12:00 a.m. on Friday and ending the following Thursday at 11:59 p.m. The parties understand and agree that the beginning and end of the workweek may change as a result of changes to the Employer’s payroll or timekeeping systems. The Employer will contact the Union at least two (2) weeks before any change in the payroll period.
- 20.2 All work performed in excess of eight (8) hours per day or forty (40) hours per week shall be deemed to be overtime and shall be compensated at the rate of one and one-half (1.5) times the employee's regular hourly rate, or in accordance with the requirements of applicable state law. Employees shall be paid double (2) time at their regular hourly rate for all hours in excess of twelve (12) in any one (1) defined workday in accordance with the requirements of applicable state law.
- 20.3 The Employer has the right to require employees to work extra hours, or overtime as may be necessary to meet operating requirements. In the event overtime is required, the General Manager or his/her 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.
- 20.4 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.
- 20.5 All employees covered by this Agreement will be permitted to take one (1) fifteen (15) minute paid break for each four (4) hours worked. Breaks will be scheduled by the manager. Employees who work five (5) or more hours in a day shall receive a one-half (1/2) hour unpaid meal break to be scheduled by the manager or designee.
- 20.6 The Employer shall provide a free, wholesome meal. The existing practice shall be continued in the FANS Department. In regard to EVS, the Employer shall provide the employees a meal equal to \$5.00 per employee per day effective September 1, 2018.
- 20.7 Work Schedules shall be posted at least two (2) weeks ahead of time. After the schedule is posted, the employee’s schedule cannot be changed without the employee’s consent, except in cases of unforeseeable and unavoidable operational needs or emergencies.

ARTICLE 21 – WAGES

- 21.1 Employees shall receive wages as indicated in Appendix A.
- 21.2 Any employee who works in a higher paying job classification for a minimum of four (4) hours shall receive the rate of that job classification for the hours so worked. An employee temporarily assigned to work in a lower paid job classification shall retain his/her rate. Such work will be assigned as determined by management.
- 21.3 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.
- 21.4 Employees shall be paid in accordance with the Employer's payroll system. The Employer shall provide the Union and the employees with at least a thirty (30) day notice of any changes.
- 21.5 Wages shall be paid by check, direct deposit or electronic money card, as determined by the Employer, subject to applicable law.
- 21.6 The Employer has the right to establish new job classifications and to change existing job classifications within the bargaining unit. Such changes may be due to, but not limited to, changes in responsibilities and production. The Employer shall give three (3) 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 posting such job classification. The Employer shall meet with the Union to discuss the new or changed job classification, if the Union so requests. Nothing contained herein shall prevent the Employer from implementing such new or changed job(s). It is agreed by the parties that the Union has the right to negotiate the effects of any significant changes in job classifications.

ARTICLE 22 – REPORTING PAY

- 22.1 Regularly scheduled employees shall be guaranteed a minimum of one-half (1/2) of their regularly scheduled hours at their applicable rate on any day they are required to report to work, unless the Employer notifies them not to report to work at least two (2) hours in advance by calling them at the last known telephone number provided by the employee to the Employer or by public announcement.
- 22.2 Section 22.1 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 (2) hours of the employee's scheduled shift. In such cases, employees will be paid for actual time spent in the meeting at the applicable rate for their regular job classification.

ARTICLE 23 – CALL-IN EMERGENCY

- 23.1 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.
- 23.2 Payment for time worked on a call-in emergency shall not be less than one-half (1/2) the employee's regularly scheduled hours at the employee's regular rate of pay. Employees shall perform any tasks as assigned.

ARTICLE 24 – HOLIDAYS

- 24.1 All full-time and part-time, non-probationary employees of the bargaining unit shall be entitled to the following paid holidays each year:
- New Year's Day
 - President's Day or Martin Luther King Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day
 - Christmas Day
- 24.2 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.
- 24.3 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.
- 24.4 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 25 – VACATIONS

- 25.1 All full-time employees shall be eligible for vacation. Vacation shall be determined based on length of service as follows:
- a. From date of employment through the completion of 60 months of employment, Full-Time Employees will earn 1 hour of vacation per 26.00 hours paid, with a yearly maximum of 80 hours. However, employees may not take any vacation until they have completed 6 months of service.
 - b. From 61 months of employment through 180 months of employment, Full-Time employees will earn 1 hour of vacation per 17.25 hours paid, with a yearly maximum of 120 hours.
 - c. From 181 months of employment, Full-Time Employees will earn 1 hour of vacation per 13.00 hours paid, with a yearly maximum of 160 hours.
- 25.2 Vacation earned under this Agreement may be carried over from year to year to a maximum of:
- a. 120 hours during 0 through 60 months of employment.
 - b. 184 hours during 61 months through 180 months of employment.
 - c. 240 hours during 181 + months of employment
- 25.3 Vacation shall be paid at a rate of the individual employee's regular rate of pay.
- 25.4 Employees whose employment terminates shall be paid all earned but unused vacation, except as may otherwise be required by law.
- 25.5 If employees' available vacation is not reported on the standard pay stub, the employer shall provide on a quarterly basis a report indicating each employee's available vacation.

ARTICLE 26 – SICK LEAVE

- 26.1 The Employer will provide all employees who work 30 or more days within a year with 1 hour of paid sick leave for every 30 hours worked up to a maximum of 48 hours per year. Sick leave accrual begins at the employee's date of hire; an employee is not eligible to use paid sick until the 90th day of employment. Sick leave is a benefit that provides paid leave when you are ill or when you have medical appointments, personal matters, as listed in Section 26.2, to attend during the workweek.
- 26.2 The qualifying reasons for taking paid sick leave are to allow eligible employees to take paid sick leave for diagnosis, care, or treatment of an existing health condition or preventative care for themselves, and the following family members: a child (regardless

of age or dependency status, including a biological, adoptive or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis); a parent (including a biological, adoptive or foster parent, stepparent, or legal guardian of the employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child); a spouse; a registered domestic partner; a grandparent; a grandchild; and a sibling, and for the following purposes for an employee who is a victim of domestic violence, sexual assault or stalking: to seek medical attention for injuries caused by domestic violence, sexual assault or stalking; to obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking; to obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; to participate in safety planning and take other actions to increase safety from further domestic violence, sexual assault, or stalking; and to obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, permanent restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his or her child.

- 26.3 Sick days shall be paid at the employee's regularly scheduled daily hours times their regular hourly rate at the time of the absence.
- 26.4 The maximum sick leave balance is capped at forty (40) days.
- 26.5 If the need for paid sick leave is foreseeable, the employee must provide reasonable advance notification. If the need for paid sick leave is not foreseeable, the employee must provide notice of the need for leave as soon as practicable.
- 26.6 The Employer may request a doctor's note or other documentation from the employee upon the employee's return to work after three (3) consecutive days off sick, or upon returning to work after being off sick on the last scheduled day before or after a holiday, or on a holiday that the employee was scheduled to work.
- 26.7 On or shortly after an employee's anniversary date, the Employer shall provide to the employee a report showing the employee's available sick days for the next year.
- 26.8 If employees' available sick time is not reported on the standard pay stub, the Employer shall provide on a quarterly basis a report indicating each employee's available sick time.

ARTICLE 27 – 401K

The Company will provide a 401(k) Plan and match employee's contributions of fifty (\$0.50) on one dollar (\$1.00), up to the six percent (6%). The Company reserves the right to change the terms and conditions of this Plan. In the event the Company decides to eliminate or modify this plan, the Company and the Union shall meet to negotiate the effects.

ARTICLE 28 – INSURANCE

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

28.1 Standard Benefits Plans

Sodexo will provide eligible employees the opportunity to enroll in Medical benefits through a Sodexo sponsored carrier. The plan(s), plan design(s) and schedule(s) of benefits may be adjusted from time to time in line with changes in the Medical benefits package for all Sodexo employees or as required by law. Other changes might include a change in the insurer, health maintenance organization, or other service provider that provides the benefits or establishes the network of participating providers.

28.2 Eligibility to Participate

Each employee's eligibility to participate in the Standard Benefits Plans in each insurance plan year shall be determined on the basis of the employee's hours worked or paid (as such hours are defined by the Employer with respect to the eligibility of employees generally to participate in the Standard Benefits Plans) in the fifty-two (52) week period 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's Corporate Benefits Department shall select (for example, the eligibility of employees to participate in the Standard Benefits Plans in 2016 will be determined on the basis of the hours worked or paid in the fifty-two (52) week period commencing October 4, 2014 and ending October 2, 2015). No employee shall fail to be classified as full-time due to time spent on FMLA, Military (USERRA) or Temporary Unit Closing (TUC) leave.

Employees who have been employed for less than one (1) year as of the measurement date shall be classified as full-time or part-time in accordance with the procedures used by the Employer to classify partial-year employees under the Standard Benefits Plans. In no event will an employee's classification or change in classification be effectuated in a manner that violates the Affordable Care Act ("ACA") or other applicable law.

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

28.3 Contributions

Employee contributions for benefits will be at the SWU rate sheet, and are subject to change from time to time in accordance with changes made for all Sodexo employees or as required by law.

28.4 Dental and Vision Plans

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

28.5 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.

28.6 Disability Insurance

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

28.7 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.

28.8 Waiver

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

ARTICLE 29 – TRAVEL ALLOWANCE

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

ARTICLE 30 – BEREAVEMENT LEAVE

- 30.1 This benefit is available for full-time and part-time, non-probationary employees who have completed probation prior to the death of a covered family member.
- 30.2 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 (3) scheduled work days for the purposes of bereavement and/or attending the funeral and providing for matters incident to the death. Such absences shall be permitted within three (3) calendar days prior to or following the funeral. Employees shall be paid at their regular rate of pay times their regular hours worked.
- 30.3 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.
- 30.4 Additional time off may be granted to an employee, without pay, when travel is required to attend the funeral of those mentioned above. In such cases, the employee may elect to use available paid leave.
- 30.5 Time off may be granted to an employee without pay, to attend a funeral of a family member not mentioned in Section 30.3 of this Article. Such requests shall not be unreasonably denied.

ARTICLE 31 – JURY DUTY

- 31.1 This benefit is available for full-time and part-time, non-probationary employees who have completed their probationary period prior to receipt of notice for jury duty.
- 31.2 All employees who have been called for jury duty shall be granted leave with pay for a period not to exceed twenty (20) working days in any calendar year. The pay for such leave shall consist of the difference between the employee’s regular rate of pay and 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 32 – BULLETIN BOARDS

The Facility shall provide two (2) bulletin boards in a mutually agreed location for the purpose of posting Union related materials. No derogatory materials about the Employer or the client will be posted.

ARTICLE 33 – UNIFORMS

- 33.1 The Employer shall supply all regularly scheduled full-time employees with five (5) uniforms and all regularly scheduled part-time employee with three (3) uniforms, which will be replaced one-for-one on an as-needed basis. The employees must wear other clothing and footwear as determined by the Employer. The specific uniforms to be provided are:
- a. The EVS uniform shall consist of one (1) top and one (1) pair of pants.
 - b. The FANS uniform shall consist of one (1) chef's coat.
 - c. Patient Ambassador's uniform shall consist of one (1) top and one (1) apron.
- 33.2 If the Employer provides uniforms, then employees will be required to launder and maintain the uniforms.
- 33.3 If an employee destroys, damages, or loses their uniform, the employee will be responsible for the cost of replacement.
- 33.4 Employees must wear the uniform as directed by the Employer.
- 33.5 Employees shall be permitted to wear a one-inch union button while performing their duties, provided that the button is not derogatory toward the Employer or the Employer's Client. Additionally, the button cannot create a potential safety or health hazard to the employee, other employees, or the customers of the Employer or Client.
- 33.6 Safety Shoes
- The Employer will reimburse employees for up to forty dollars (\$40.00) per calendar year towards the purchase of safety shoes purchased through one of the Employer's approved shoe vendors.

ARTICLE 34 – NO STRIKE/NO LOCKOUT

- 34.1 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, operations, or client relationships of the Employer during the life of this Agreement.
- 34.2 Lockouts
- The Employer agrees not to conduct a lockout during the life of this Agreement.

34.3 Union's Best Efforts

The Union agrees that, in the event of any violation of Section 34.1 of this Article, the Union will use its best efforts to cause such violation to cease and to cause work to fully resume.

34.4 Remedies

The Employer may impose any disciplinary action, including discharge, upon any or all employees involved in a violation of Section 34.1 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 35 – ALCOHOL AND DRUG ABUSE POLICY

35.1 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.

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

ARTICLE 36 – TEMPORARY TRANSITIONAL DUTY PROGRAM

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

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

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

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

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

ARTICLE 37 – SUCCESSORS

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 38 – SAVINGS CLAUSE

If any provision of this Agreement is subsequently found 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 over the invalidated portion thereof.

ARTICLE 39 – DURATION OF AGREEMENT

This Agreement shall be in full force and effect as of May 14, 2018, and shall be in effect up to and including May 13, 2021. 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, amend, or add to this Agreement.

IN WITNESS WHEREOF, SDH Services West, a subsidiary of Sodexo, Inc., for the Food and Nutritional Services (FANS) and the Environmental Services (EVS) units at Fountain Valley Regional Hospital located at 17100 Euclid Street, Fountain Valley, CA 92708, and National Union of Healthcare Workers, have caused this Agreement to be signed by their duly authorized representatives as of this 18th day of May, 2018.

For SDH Services West
Fountain Valley Regional Hospital
17100 Euclid Street
Fountain Valley, CA 92708

For National Union of Healthcare
Workers (NUHW)



Bruce Collier
Director, Labor Relations

11/2/18

Date



Sal Rosselli
President, NUHW

11/8/2018

Date



Karen Plant
District Manager – FANS

11/2/18

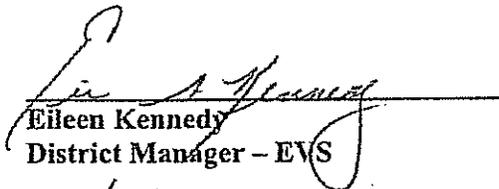
Date



Antonio Orea
NUHW Representative

10/30/18

Date



Eileen Kennedy
District Manager – EVS

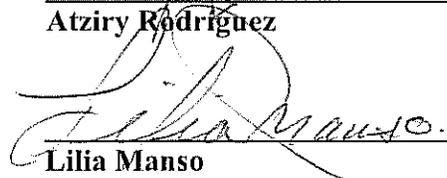
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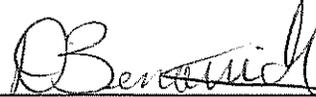
Bargaining Committee Members



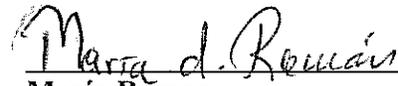
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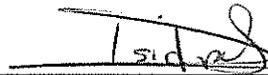
Lilia Manso



Dinora Benavides



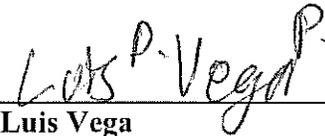
María Roman



Isidro Sánchez



María Canales



Luis Vega
NUHW Representative

APPENDIX A – WAGE RATES

Job Classification	Ratification* Starting Rate	1/1/2019 Starting Rate	1/1/2020 Starting Rate/less than 1 year of service	1 year of service	2 years of service	3 years of service	4 years of service	5 years of service	6 years of service	7 years of service	8 years of service	9 years of service	10 or more years of service
EVS Attendant	\$13.00	\$14.84	\$15.00	\$15.30	\$15.61	\$15.92	\$16.24	\$16.56	\$16.89	\$17.23	\$17.57	\$17.93	\$18.28
Lead Worker-Facilities	\$16.00	\$16.00	\$16.00	\$16.32	\$16.65	\$16.98	\$17.32	\$17.67	\$18.02	\$18.38	\$18.75	\$19.12	\$19.50
Cook	\$15.00	\$15.00	\$15.00	\$15.30	\$15.61	\$15.92	\$16.24	\$16.56	\$16.89	\$17.23	\$17.57	\$17.93	\$18.28
Cook-Grill	\$14.00	\$14.84	\$15.00	\$15.30	\$15.61	\$15.92	\$16.24	\$16.56	\$16.89	\$17.23	\$17.57	\$17.93	\$18.28
FSW	\$13.00	\$14.84	\$15.00	\$15.30	\$15.61	\$15.92	\$16.24	\$16.56	\$16.89	\$17.23	\$17.57	\$17.93	\$18.28
Cashier/FSW	\$13.00	\$14.84	\$15.00	\$15.30	\$15.61	\$15.92	\$16.24	\$16.56	\$16.89	\$17.23	\$17.57	\$17.93	\$18.28
Patient Ambassador	\$13.00	\$14.84	\$15.00	\$15.30	\$15.61	\$15.92	\$16.24	\$16.56	\$16.89	\$17.23	\$17.57	\$17.93	\$18.28
Stock Worker/Receiver	\$15.00	\$15.00	\$15.00	\$15.30	\$15.61	\$15.92	\$16.24	\$16.56	\$16.89	\$17.23	\$17.57	\$17.93	\$18.28
Catering Service Worker	\$13.00	\$14.84	\$15.00	\$15.30	\$15.61	\$15.92	\$16.24	\$16.56	\$16.89	\$17.23	\$17.57	\$17.93	\$18.28
Driver	\$13.00	\$14.84	\$15.00	\$15.30	\$15.61	\$15.92	\$16.24	\$16.56	\$16.89	\$17.23	\$17.57	\$17.93	\$18.28
Food Prep Helper	\$13.00	\$14.84	\$15.00	\$15.30	\$15.61	\$15.92	\$16.24	\$16.56	\$16.89	\$17.23	\$17.57	\$17.93	\$18.28
Utility Worker	\$13.00	\$14.84	\$15.00	\$15.30	\$15.61	\$15.92	\$16.24	\$16.56	\$16.89	\$17.23	\$17.57	\$17.93	\$18.28
Lead Worker-Food	\$16.00	\$16.00	\$16.00	\$16.32	\$16.65	\$16.98	\$17.32	\$17.67	\$18.02	\$18.38	\$18.75	\$19.12	\$19.50

Note: The Patient Ambassador classification includes the former classification of Tray Line Attendant. The Cook classification includes the former classifications of Cook I & Cook II. The Lead Worker-Facilities Job classification includes the former classification of Supervisors-Facilities. The EVS Attendant job classification includes the former classification of Laundry Worker and Floor Technician.

*the beginning of the first full pay period following ratification

1. Ratification*

For any employee whose wage rate is less than the ratification wage rate, their wage rates shall be increased to their respective classification starting rate. If an employee's wage rate is currently above the starting rate, then the employee will receive a maximum increase of 9%, unless the increase would put that employee above their correct step on the Wage Grid. In that case the employee would only receive the wage rate for their classification and years of service. Any new hire during this time shall receive the starting rate of pay for their respective classification.

2. 1/1/2019

For any employee whose wage rate is less than the January 1, 2019 starting wage rate their wage rates shall be increased to the January 1, 2019 starting rate. If an employee's wage rate is currently above the January 1, 2019 starting rate, then the employee will receive a maximum wage increase of 9% wage increase unless the increase would put that employee above their correct step on the Wage Grid. In that case the employee would only receive the wage rate for their classification and years of service. Any new hire during this time shall receive the starting rate of pay for their respective classification.

3. 1/1/2020

Move the employees hired prior to the ratification of this Agreement to step 2 on the Wage Grid. If an employee's wage rate is currently above the January 1, 2020 starting rate, then the employee will receive a maximum wage increase of 9% unless the increase would put that employee above their correct step on the Wage Grid. In that case the employee would only receive the wage rate for their classification and years of service. Any new hire during this time shall receive the starting rate of pay for their respective classification.

Any seniority-based wage increase will be based upon an employee's seniority on January 1st.

No employee's wage rate shall be more than their respective wage rate on the Wage Grid based on their job classification and years of service.

Effective the second pay day after the ratification of this Agreement, all full-time employees shall receive a lump sum payment of \$300 and all part-time employees shall receive a lump sum payment of \$200.

If an employee is assigned by management to train another employee, that employee shall receive premium pay of \$1.00 per hour for all time spent training the assigned employee.

The following employees shall be paid the following wage rates upon ratification*, in lieu of the ratification increases stated above, as follows:

Dinora Benavidas	\$18.28
Tiffany Nguyen	\$16.47

Gabriel Esquivel	\$16.47
Elizabeth Estela	\$15.99
Mailen Collado	\$16.96
Jocelyn Collado	\$15.07
Isidro Sanchez	\$16.48
Alicia Bonilla	\$16.48
Maria Canales	\$16.48
Edith Salazar Aguilar	\$16.48

These employees shall be subject to the same terms and conditions for wage increases as all the other employees on 1/1/2019 and 1/1/2020.

APPENDIX B – GRIEVANCE MEDIATION

The process below is intended to give effect to the Grievance Mediation process set forth in Article 19, 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.

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.

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.

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.

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.

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.

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 C – DRUG AND ALCOHOL TESTING

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 Appendix.

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 (3) 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 (3) 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.

Drug/Alcohol Test Implementation Guidelines Acknowledgment

I acknowledge that I have received a copy of the Sodexo Drug/Alcohol Test Implementation Guidelines.

(Signature of Applicant/Employee)

(Date)

(Printed Name)

APPENDIX D – PRINTING AND DISTRIBUTION COSTS

The parties agree that the Union shall print and distribute copies of this Agreement to covered employees. The Employer agrees to reimburse the Union for one-half (1/2) the cost of printing up to 150 copies of this Agreement. The cost per copy of this Agreement to the Employer shall not exceed one dollar (\$1.00).

APPENDIX E – TEMPORARY AGENCY EMPLOYEES

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 a temporary agency:

1. The seniority date of said employees shall be the date of hire with Sodexo.
2. 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.
3. Individual temporary employees shall be limited to 720 hours before becoming permanent Sodexo employees unless otherwise mutually agreed by the parties.
4. The Employer may request extensions of the 720-hour limitation from the Union for legitimate business reasons. The Union will not unreasonably deny such requests.