



**NATIONAL UNION OF  
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**Collective Bargaining Agreement**

**with**

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

**at**

**Lakewood Regional Medical Center  
EVS**

**November 4, 2017 – November 3, 2020**

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## **PREAMBLE**

This AGREEMENT made and entered into, by and between SDH Services West, Lakewood Regional Medical Center - EVS, 3700 East South Street, Lakewood, California (“Employer” or “Company”), and National Union of Healthcare Workers - NUHW (“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 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**

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 employees at SDH Services West, Lakewood Regional Medical Center - EVS, 3700 East South Street, Lakewood, California in the classifications identified in Appendix A. Excluded from the bargaining unit shall be employees in classifications not identified in Appendix A, managers, confidential and clerical employees, professional employees, casual/substitute employees, temporary employees, supervisors, and guards as defined in the National Labor Relations Act.

## **ARTICLE 2 – DEFINITIONS**

### **2.1 Full-Time Employee**

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

### **2.2 Part-Time Employee**

A “part-time employee” is one who regularly works fewer than 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 full-time or part-time shall be determined on the basis of the employee’s average weekly hours during the fifty-two-week measurement period ending on the date in October 2018 and in each succeeding year as specified by the Employer’s Corporate Benefits Department. No employee shall fail to be classified as full-time due to time spent on FMLA, Military (USERRA) leave. Employees who have been employed for less than one year as of the measurement date 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.

**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 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.

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 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**

- 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, 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.
- 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 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**

- 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 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.
- 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 employees of SDH Services West at Lakewood Regional Medical Center - EVS are covered under a collective bargaining agreement between Sodexo and National Union of Healthcare Workers (NUHW). SDH Services West 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 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 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 deduction, 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 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.
- 7.3 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.
- 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, 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 7.2 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**

- 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 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**

The Employer and Union agree that there shall be a Labor-Management Committee consisting of no more than two (2) 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

- 10.1 The Employer is responsible for maintaining a safe working environment and shall supply all safety devices and equipment required by law.
- 10.2 A Joint Safety and Health Committee (“Committee”) will be established. The committee will be composed of up to three (3) members of the bargaining unit selected by the Union and up to three (3) members of management selected by the Employer, the actual size of which shall be mutually agreed upon based upon considerations of the size and complexity of the unit. 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.
- 10.3 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.
- 10.4 The Employer agrees to take additional safety measures as set forth below:
- a. Protective Equipment. For employees with potential occupational exposure such as skin contact to blood or other potentially infectious materials, the Employer shall provide appropriate personal protective equipment. This shall include (but is not limited to) gloves, gowns, coats, face shields or masks and eye protection. The Employer shall repair or replace personal protective equipment as needed to maintain its effectiveness, at no cost to the employee.
  - b. Vaccinations. The Employer shall offer the Hepatitis B vaccination series to all employees with potential occupational exposure to blood within 10 working days of initial or temporary assignment, unless the employee has previously received the complete Hepatitis B vaccination series, antibody testing has revealed that the employee is immune, or the vaccine is contraindicated for medical reasons.

## ARTICLE 11 – VISITATION

- 11.1 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 (SDH Services West 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.

- 11.2 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. 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.
- 11.3 SDH Services West 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 three union stewards and three (3) alternates.
- 12.2 The Union shall designate one (1) of the stewards as "Chief" steward.
- 12.3 Union shall advise the Employer in writing of the names of Union Stewards. One Union Steward shall participate in each grievance procedure, unless the steward is a Grievant, in which case they shall also be entitled to representation. 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.
- 12.4 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.
- 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 purpose 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 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 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 (2) days in any month or four (4) 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 (5) working days.
- 12.9 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**

- 13.1 “Employer Seniority” shall be defined as the employee's length of continuous service with the Employer or its predecessor, HHS, 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 (2) or more employees are hired on the same day their seniority shall be decided by a mutually agreed 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 to the Union an updated seniority list on a quarterly basis.
- 13.3 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**

- 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 (5) 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 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 14 calendar 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 employee(s) may exercise one of the following options:

- a. The employee may bump a less senior employee in the same or lower 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 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 and a mutual agreement has been reached by 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 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 unreasonable 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 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 (1<sup>st</sup>) 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 sixty (60) 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 – IMMIGRATION RIGHTS**

- 18.1 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 Customs Enforcement (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 sixty (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.
- 18.2
  - 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 forty-eight (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 sixty (60) calendar days to correct the problem. If the problem is not corrected within sixty (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 thirty (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 thirty (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.
- 18.3 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.
- 18.4 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 ICE demand and immediately notify the Union Steward.
- 18.5 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**

- 19.1 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.

The Employer will take any discipline 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.

- 19.2 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 workdays.
- d. Suspension pending investigation and decision to discharge.

- 19.3 The progressive disciplinary steps described in Section 19.2 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.

- 19.4 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 (12) months.

- 19.5 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.

- 19.6 Absence and tardiness issues shall be considered together on a separate track from other disciplinary issues.
- 19.7 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**

- 20.1 A grievance shall be defined as any dispute arising out of the expressed terms or conditions contained within this Agreement.
- 20.2 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 twenty-five (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.
  - 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's Representative or their designee within seven (7) 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 (5) working days of being requested and will never exceed two paid employees. Within five (5) 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.

- c. Step 3. If the grievance is not settled to the satisfaction of the Union at Step 2, the Union Representative or other designee, within ten (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 ten (10) calendar days of being requested. Within ten (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 (5) working days after the union receives the written response from the Human Resources Director. The Grievance Mediation procedure is set forth at Appendix C.

- d. 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 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 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.

- 20.3 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.

- 20.4 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.
- 20.5 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.
- 20.6 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.
- 20.7 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.

20.8 Summary Table of Grievance Procedure

Step	Parties Involved		Time Limits	
1	Union: Grievant, Shop Steward	Employer: General Manager	25 Working 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
			30 Calendar Days	Mutual decision to seek Arbitration

Step	Parties Involved	Time Limits	
3 (optional)	Grievance Mediation	Mediator's Schedule	Mediation
		5 Working Days	Mediator's response after conclusion of mediation
		10 Calendar Days	Request for Arbitration
4	Arbitration	30 Calendar Days	Union requests arbitration after answer in Step 3

## ARTICLE 21 – HOURS OF WORK AND OVERTIME

- 21.1 The “workweek” shall consist of a seven-day payroll period beginning at Friday 12:00 am and ending the following Thursday at 11:59:59 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 payroll or timekeeping systems. The Employer will contact the union at least two weeks before any change in the payroll period.
- 21.2 All work performed in excess of eight (8) 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 (1½) 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 for all hours in excess of twelve (12) in any one (1) defined work day, in accordance with the requirements of applicable state law.
- 21.3 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 extra hours or overtime is required, the General Manager or his designee shall use the following system for offering unscheduled and scheduled overtime:

Employees may volunteer to work both unscheduled and scheduled overtime on a monthly basis by placing their name on the overtime volunteer list.

- a. Unscheduled Overtime. When unscheduled overtime is required, the Employer will offer the unscheduled overtime by seniority to the qualified employee(s) who are currently working.

If no qualified employee(s), who is(are) working accept the unscheduled overtime, the unscheduled overtime shall be offered, by seniority, to qualified employee(s) on the overtime volunteer list who are currently not working.

If no qualified employee, who is on the overtime volunteer list accepts the unscheduled overtime, the least senior qualified employee(s) who is(are) on shift will be required to work the unscheduled overtime.

- b. Scheduled Overtime. For scheduled overtime, the Employer shall utilize the volunteer list to schedule qualified employee(s) for scheduled overtime.

When scheduled overtime is required, the Employer will offer the scheduled overtime by seniority to the qualified employee(s) who has(have) signed the overtime volunteer list.

If no employee(s) on the overtime volunteer list is(are) available to work the scheduled overtime, the least senior qualified employee(s) shall be required to work the scheduled overtime.

- 21.4 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.
- 21.5 All employees covered by this Agreement will be permitted to take one (1) fifteen (15) minutes paid break for each four (4) 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 (30 minutes) unpaid meal break to be scheduled by the manager or designee.
- 21.6 The Employer shall provide a free, wholesome meal as determined by management.
- 21.7 Work Schedules shall be posted at least two (2) weeks ahead of time. After the schedule is posted, an employee's schedule cannot be changed without the employee's consent except in cases of unforeseeable and unavoidable operational needs or emergencies.

## **ARTICLE 22 – WAGES**

- 22.1 Employees shall receive wages as indicated in Appendix A.
- 22.2 Any employee who works in a higher classification for a minimum of two hours shall receive twenty-five cents (\$0.25) per hour above the employee's current rate of pay or the rate of that higher classification, whichever is greater 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.
- Any employee who receives a promotion to a higher classification shall receive \$0.25 per hour above the employee's current rate of pay or the rate of that higher classification, whichever is greater.
- 22.3 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.

- 22.4 Employees shall be paid in accordance with the Employer's payroll system. The Employer will notify the Union at least thirty (30) days in before any changes are made.
- 22.5 Wages shall be paid by check, direct deposit, or electronic money card, as determined by Employer, subject to applicable law.
- 22.6 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.
- 22.7 At no time shall any hourly wage rate (new hire rate, job rate, start rate, or otherwise) be less than thirty (\$0.30) 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**

- 23.1 Regularly scheduled employees shall be guaranteed a minimum of one-half (1/2) 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.
- 23.2 Section 23.1 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**

- 24.1 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.

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

## **ARTICLE 25 – HOLIDAYS**

- 25.1 All non-probationary employees of the bargaining unit shall be entitled to the paid holidays each year, as enumerated in Appendix D.
- 25.2 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.
- 25.3 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.
- 25.4 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 – VACATION**

- 26.1 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:
- a. Employees with one (1) – five (5) years of service shall be entitled to ten (10) days vacation with pay.
  - b. Employees with six (6) – fifteen (15) years of service shall be entitled to fifteen (15) days vacation with pay.
  - c. Employees with sixteen (16) or more years of service shall be entitled to twenty (20) days of vacation with pay.
- 26.2 Employees shall receive their full allotment of vacation days on their anniversary date of each year.

- 26.3 Vacation earned may be carried over from year to year to a maximum of thirty (30) days.
- 26.4 Payment for vacation shall be paid at a rate of the individual employee's regular rate of pay multiplied by their regularly scheduled hours.
- 26.5 Employees whose employment terminates shall be paid all current year vacation on a pro-rated basis.
- 26.6 On or shortly after an employee's anniversary date, the Employer shall provide to the employee a report showing the employee's available vacation days for the next year.
- 26.7 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 27 – SICK LEAVE**

- 27.1 The Employer will provide each employee with forty-eight (48) hours of paid sick leave per year on their anniversary date. New hires will receive forty-eight (48) hours of on their ninetieth (90th) day of employment.
- 27.2 Unused sick leave may be carried over to the following year, up to a maximum balance of forty-eight (48) hours annually, up to a maximum of three hundred and twenty (320) hours.
- 27.3 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.

- 27.4 Sick days shall be paid at the employees regularly scheduled daily hours times their regular hourly rate at the time of the absence.
- 27.5 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.
- 27.6 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.
- 27.7 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.
- 27.8 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.
- 27.9 Employees will be required to utilize sick leave in two (2) hour increments.

## **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 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 the Plan, the Company and the Union shall meet to negotiate the effects.

## **ARTICLE 29 – INSURANCE**

The following terms shall govern the provision of health, dental, vision, life and disability insurance benefits for each insurance plan year, commencing January 1<sup>st</sup> of each year:

### **29.1 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.

### **29.2 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, 2018 and ending October 2, 2019).

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.

### 29.3 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 is based on **the SWU Model**.

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

### 29.4 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.

### 29.5 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.

### 29.6 Disability Insurance

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

### 29.7 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 29.3 above.

## 29.8 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.

## **ARTICLE 30 – ALCOHOL AND DRUG ABUSE POLICY**

- 30.1 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.
- 30.2 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**

- 31.1 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.
- 31.2 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.

- 31.3 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.
- 31.4 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.
- 31.5 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**

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**

- 33.1 This benefit is available for employees who have completed probation prior to the death of a covered family member.
- 33.2 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 purpose 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.
- 33.3 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.
- 33.4 Additional time off may be granted to an employee, without pay, when travel is required to attend the funeral of those mentioned above.

- 33.5 Time off may be granted to an employee, without pay, to attend a funeral of a family member not mentioned in Section 33.3. Such requests will not be unreasonable denied.

### **ARTICLE 34 – JURY DUTY**

- 34.1 This benefit is available for employees who have completed probation prior to receipt of notice for jury duty.
- 34.2 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 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**

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

### **ARTICLE 36 – UNIFORMS**

- 36.1 The Employer shall supply all regularly scheduled employees with the required uniform tops, which will be replaced one-for-one on an as needed basis. The employees must wear other clothing and footwear as determined by the employees.
- 36.2 If the Employer provides uniforms, the employees will be required to launder and maintain the uniforms.
- 36.3 If an employee destroys, damages, or loses their uniform, the employee will be responsible for the cost of the replacement.
- 36.4 Employees must wear the uniform as directed by the Employer.
- 36.5 The Employer will provide the full-time employees with five (5) shirts (three (3) shirts for part-time employees).
- 36.6 Upon ratification, the Employer shall reimburse each full-time employee up to \$160 and part-time employees up to \$110 per calendar year for pants, The Employer will only provide reimbursement for pants that comply with the brand, style and color pre-

approved by the Employer. After December 31, 2018, the Employer will replace the pants purchased for work on a one-for-one basis as needed. \$26.67 per pant (\$160 annual maximum) for full-time employees and \$22 (\$110 annual maximum) per pant for part-time employees.

- 36.7 Except for a one-inch button as provided for by this Agreement, no non-uniform apparel shall be worn.
- 36.8 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.
- 36.9 The Employer will provide a reimbursement of \$100.00 per year to each employee for the purchase of black, slip resistant shoes.
- 36.10 A uniform shall consist of one (1) top, one (1) pair of pants and a pair of black slip resistant shoes.

## **ARTICLE 37 – NO STRIKE/NO LOCKOUT**

### 37.1 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.

### 37.2 Lockouts

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

### 37.3 Union's Best Efforts

The Union agrees that, in the event of any violation of Section 37.1 of this Article, the Union will use its best efforts to cause such violation to cease and to cause work to fully resume.

### 37.4 Remedies

The Employer may impose any disciplinary action, including discharge, upon any or all employees involved in a violation of Section 37.1 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**

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 formally 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**

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**

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**

This Agreement shall be in full force and effect as of November 4, 2017, and shall be in effect up to and including November 3, 2020. 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, SDH Services West, Lakewood Regional Medical Center - EVS, 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 26<sup>th</sup> day of February, 2019.

**SDH Services West  
Lakewood Regional Medical Center (EVS)  
3700 East South Street  
Lakewood, California**

**National Union of Healthcare  
Workers**



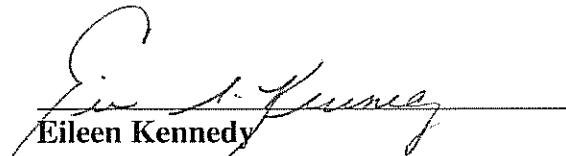
**Bruce Collier,  
Director, Labor Relations**

2/24/2019  
Date



**Sal Rosselli  
President**

3/19/19  
Date



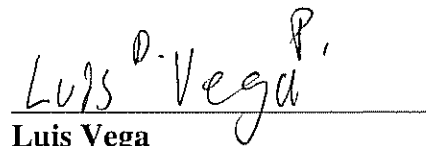
**Eileen Kennedy  
District Manager**

2/26/2019  
Date



**Antonio Orea  
NUHW Representative**

2/15/19  
Date



**Luis Vega  
Union Representative**

2/19/2019  
Date

**Bargaining Committee**

*Myra Gonzalez*

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**Myra Gonzalez  
EVS Attendant**

*Alejandra Zamora*

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**Alejandra Zamora  
EVS Attendant**

## APPENDIX A – WAGES

	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
Floor Tech	\$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
EVS Lead	\$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

1. Ratification\*

For any employee whose wage rate is less than the ratification wage rate, their wage rate shall be increased to their respective classification starting rate. If an employee's wage rate is currently at or 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 rate shall be increased to their respective January 1, 2019 classification starting rate. If an employee's wage rate is currently at or above the January 1, 2019 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.

3. 1/1/2020

Move employees hired prior to the ratification of this Agreement to two (2) years of service step on the Wage Grid. If an employee's wage rate is currently at or above the January 1, 2020 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.

4. Any seniority-based increase will be based on 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.

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

Mayra Gonzales	\$16.24
Martha Rodriguez	\$16.24
Alejandra Zamora	\$15.92
Dina Sanchez	\$15.61
Angelina Hernandez	\$15.61
Maria Reyes	\$15.30

6. Effective the second pay period after ratification of this Agreement, all full-time employees hired before the ratification of this Agreement, shall receive a lump sum payment of \$700 and all part-time employees hired before the ratification of this Agreement shall receive a lump sum payment of \$350.
7. There will be a fifteen cent (\$0.15) per hour shift differential on Shift 2.
8. Assignment in a lead position on a temporary basis will result in a one dollar and twenty-five cents (\$1.25) increase to the employee's rate of pay for each full hour the employee functions in that assignment. This does not apply to any individual who is working as a lead on a permanent basis.
9. Effective August 31, 2018, all hours worked in the Operating Room will be paid a differential of \$0.50 per hour.

# APPENDIX B – CHECK OFF/COPE FUND AUTHORIZATION FORM



## 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 \_\_\_\_\_

Original: Employer      Yellow: NUHW      Pink: Employee



## APPENDIX C – GRIEVANCE MEDIATION

The process below is intended to give effect to the Grievance Mediation process set forth in Article 20, Section 20.2 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 D – HOLIDAYS**

New Year's Day

Martin Luther King 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 – 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 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 (3) 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

## **APPENDIX F – 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 one hundred copies of this Agreement. The cost per copy of this Agreement to the Employer shall not exceed one-dollar and twenty-five cents (\$1.25).

**APPENDIX G – SIDE LETTER OF AGREEMENT**

SDH Services West at Lakewood Regional Medical Center - EVS (the “Employer”) and the National Union of healthcare Workers (“the Union”) are parties to a collective bargaining agreement that is effective from November 4, 2017 through November 3, 2020.

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 8.2, 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:

1. The seniority date of said employees shall be the date of hire with SDH Services West.
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 seven hundred and twenty (720) hours before becoming permanent Sodexo employees unless otherwise mutually agreed to by the parties.

The parties also agree that Maria Gonzalez’s seniority shall be 6/9/1995.

IN WITNESS WHEREOF, SDH Services West-EVS, 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 November 4, 2017 through November 3, 2020.

**SDH Services West  
Lakewood Regional Medical Center (EVS)  
3700 East South Street  
Lakewood, California**

**National Union of Healthcare  
Workers**



**Bruce Collier  
Director, Labor Relations**

2/26/2019  
**Date**



**Antonio Orea  
NUHW Representative**

2/15/19  
**Date**