

**COLLECTIVE BARGAINING AGREEMENT**

**By and Between**

**SDH SERVICES WEST,  
A SUBSIDIARY OF SODEXO, INC.,**

**At**

**SHARP MEMORIAL HOSPITAL AND MARY BIRCH  
HOSPITAL FOR WOMEN  
EVS AND FANS DEPARTMENTS  
SAN DIEGO, CALIFORNIA**

**And**

**OFFICE and PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION  
LOCAL 30**

**EFFECTIVE:**

**SEPTEMBER 1, 2021 TO DECEMBER 31, 2024**

## TABLE OF CONTENTS

AGREEMENT .....	1
PURPOSE .....	1
ARTICLE 1 - RECOGNITION.....	1
ARTICLE 2 - UNION SECURITY AND CHECK-OFF .....	2
ARTICLE 3 - UNION REPRESENTATION.....	2
ARTICLE 4 - MUTUAL RESPECT AND RESPONSIBILITY .....	3
ARTICLE 5 - BULLETIN BOARDS.....	4
ARTICLE 6 - NON-DISCRIMINATION .....	4
ARTICLE 7 - NO STRIKE / NO LOCKOUT .....	4
ARTICLE 8 - HOURS OF WORK.....	4
ARTICLE 9 - NEW HIRE ORIENTATION.....	5
ARTICLE 10 - PROBATIONARY PERIOD .....	6
ARTICLE 11 - SENIORITY AND LAYOFFS .....	6
ARTICLE 12 - JOB POSTINGS .....	7
ARTICLE 13 - MEDICAL AND DENTAL.....	7
ARTICLE 14 - VACATION.....	9
ARTICLE 15 - SICK LEAVE .....	10
ARTICLE 16 - 401K .....	11
ARTICLE 17 - HOLIDAYS.....	11
ARTICLE 18 - BEREAVEMENT .....	12
ARTICLE 19 - JURY DUTY.....	12
ARTICLE 20 - VOTING TIME.....	12
ARTICLE 21 - LEAVES OF ABSENCE .....	12
ARTICLE 22 - UNIFORMS.....	13
ARTICLE 23 - DISCIPLINE AND DISCHARGE.....	13
ARTICLE 24 - GRIEVANCE PROCEDURE .....	14
ARTICLE 25 - HEALTH AND SAFETY .....	16
ARTICLE 26 - MISCELLANEOUS.....	16
ARTICLE 27 - MANAGEMENT RIGHTS AND RESPONSIBILITIES .....	17
ARTICLE 28 - ALCOHOL AND DRUG ABUSE POLICY .....	17
ARTICLE 29 - TEMPORARY TRANSITIONAL DUTY PROGRAM.....	17
ARTICLE 30 - SAVINGS CLAUSE.....	18
ARTICLE 31 - WAGES .....	18

ARTICLE 32 - DURATION .....21  
APPENDIX A - GRIEVANCE MEDIATION.....22  
APPENDIX B - DRUG & ALCOHOL TESTING .....24

## **AGREEMENT**

This Agreement is entered into September 1, 2021, by and between SDH Services West, a subsidiary of Sodexo, Inc. (hereinafter referred to as the "Employer"), and the Office and Professional Employees International Union (OPEIU) Local 30 (hereinafter referred to as the "Union").

## **PURPOSE**

It is the intent and purpose of this agreement to promote the interests of the Employer, to establish wages, benefits, grievance resolution, and conditions of employment, and to promote harmonious relations between the employees and the Employer.

## **ARTICLE 1 - RECOGNITION**

- Section 1. (A) The Employer recognizes the OPEIU Local 30 as the sole and exclusive collective bargaining representative for the bargaining unit comprised of all full-time and part-time Environmental Service and Food and Nutritional Service employees included in the following classifications: Housekeeping Attendant I, Housekeeping Attendant II, Floor Tech, Linen Attendant, Unit Clerical I (Diet Clerk), Food Service Worker I, Food Service Worker II (Patient Services Attendant), Food Service Worker III (Caterer), Cook I, Cook II, Cashier II, Host/Hostess, Stock Worker I, Relief Leads and Environmental Services Leads employed by the Employer at Sharp Memorial Hospital at 7901 Frost Street and Sharp Mary Birch Hospital for Woman at 3003 Health Center Drive, San Diego, CA. 92123.
- (B) Excluded from the aforesaid bargaining unit are: administrative assistants/secretaries, dietary technicians and all other professional employees, chefs, guards, supervisor I/FANS lead employees and supervisors as defined in the National Labor Relations Act.
- Section 2. If a new job classification is to be established or an existing classification substantially changed, the Employer shall provide the Union with thirty (30) days' notice and meet (at a mutually agreed upon time) and negotiate with the Union over the pay rate of the new or changed classification.
- Section 3. In the event the Employer sells, conveys, assigns or transfers its operation to another Employer, acquires or merges with another Employer, the current Agreement shall continue in full force and effect.
- Section 4. A full-time employee is defined as an employee who works thirty (30) hours or more per week on a regular, non-temporary basis. A part-time employee is defined as an employee who works less than thirty (30) hours per week on a regular, non-temporary basis.
- Section 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 2014 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, or

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 Employer to classify partial-year employees under the Standard Benefits Plans.

## **ARTICLE 2 - UNION SECURITY AND CHECK-OFF**

- Section 1. Except as otherwise provided in this Section, Union membership is voluntary and not a condition of employment. However, all employees who are members of the Union in good standing on the effective date of this Agreement, and those employees who later voluntarily become members of the Union, shall as a condition of employment remain a member of the Union in good standing during the term of this Agreement. As used in this Section, a member in good standing shall mean the tendering to the Union of the equivalent of dues and initiation fees uniformly required as a condition of acquiring or retaining Union membership.
- Section 2. The Employer agrees to deduct monthly dues for those employees who voluntarily elect to sign a union authorization card. The Employer's only obligation is to transmit dues for those employees who have signed union authorization cards. Membership in the union and dues payments is not a condition of employment. An employee may withdraw the check off authorization by written notice to the Employer.
- Section 3. **Indemnification:** The Union shall indemnify and hold the Employer harmless against any cost or liability resulting from any kind of claims, demands, suits or other action arising from the operation of any provision of this Article. The indemnification includes the cost of defending against any such action or claims. The Union shall have no monetary claim against the Employer by reason of its failure to transmit dues under this Article.
- Section 4. The Employer agrees to furnish the Union each month with the names of newly hired employees, their address, social security number, classification, date of hire, the names of terminated employees in the bargaining unit, their date of termination; and the names of all bargaining unit employees on Leaves of Absence.
- Section 5. Each month the Employer shall remit to the Union all deductions for dues made from the wages of employees for the preceding month, together with a list of all employees from whom dues have been deducted.

## **ARTICLE 3 - UNION REPRESENTATION**

- Section 1. The Employer agrees that the representatives of the Union will be granted access to the workplace in order to visit employees represented by the Union on their non-work time and in non-patient care areas of the facility, provided such visits are not disruptive of facility operations. The representative will give proper advance notice of their intent to visit to the General Manager or their designee. The Union Representative will conduct all such visit as expeditiously as possible and will ensure that there is no interference or disruption of the Employer's operations. Union Representatives will follow the Sharp visitation and security procedures.

During such visits, Union representatives may 1) investigate and discuss grievances, and work related issues associated with the bargaining unit members as long as any time spent with the bargaining unit member(s) is before work, after work, during the employee's scheduled lunch break or rest period, 2) conduct a meeting with bargaining unit members during the employee's non-working time, provided that the Client is approves such a meeting occurring on in its facility or on its premises.

Section 2. The Employer agrees to recognize no more than twelve (12) employees to act as Stewards. The function of the Steward will be to report to the Representative of the Union grievances or alleged infractions of the Agreement, to present grievances to his/her manager, to investigate grievances so that they may be properly presented, and to be present at disciplinary meetings. The Union shall notify the Employer at least quarterly of the names of the employees selected to serve as Stewards.

Section 3. Upon request, a Steward will normally be given permission by their supervisor to leave his/her workstation for a reasonable period of time without loss of pay provided that:

1. Patient Care is not jeopardized.
2. Safety is not jeopardized.
3. Service commitments can continue to be met.
4. Reasonable attempts have been made to address the situation during a break period.
5. Assigned daily duties can be completed in the allotted time.
6. Meetings related to union business shall be held in designated areas of the facility (facility conference rooms, departmental offices as available). In the event that these facilities are not available, management agrees to make a room available.

#### **ARTICLE 4 - MUTUAL RESPECT AND RESPONSIBILITY**

Section 1. The Employer, the Union, and the employees agree that all dealings between the parties shall be conducted with the utmost of mutual respect and responsibility

Section 2. The Employer will use its best effort to hold in private any discussions of deficiencies in the employee's performance. All meetings in which formal discipline is being issued to an employee, the Employer will hold those meetings in a private area.

Section 3. The employees agree to perform their duties, timely and in an appropriate and professional style and form.

Section 4. If a discussion with an employee is to be considered to be a disciplinary discussion, the employee will be told in advance so said employee can be afforded Union representation if the employee so desires.

#### **ARTICLE 5 - BULLETIN BOARDS**

The Employer will provide and install a bulletin board for the exclusive use of the Union in the Environmental Services and Food and Nutrition Services Departments. The Employer agrees to install the bulletin board in an area where notices to employees are customarily posted. Notices being posted on said bulletin boards will be limited notices of Union elections and results, meetings, recreational and social affairs, education and job opportunities. A Union Representative will sign such notices. Such notices shall not be of a defamatory, adversarial, or otherwise negative nature that may pose a potential detriment to the Employer, the Employer's client, or the relationship existing between the Employer and the employees.

#### **ARTICLE 6 - NON-DISCRIMINATION**

The Employer and the Union agree that there shall be no discrimination against any employee because of race, color, religion, creed, national origin, union affiliation, handicap, sexual orientation and/or preference, age or veteran-status.

#### **ARTICLE 7 - NO STRIKE / NO LOCKOUT**

Section 1. The Union agrees that there will be no strikes, work stoppages, sympathy strikes, or slowdowns of the Employer's operations during the term of this agreement or any subsequent extension. The Union further agrees that the employer shall have the unabridged right to discipline any employee violating this Article, up to and including discharge.

Section 2. The Employer agrees that it will not lockout employees covered by and during this agreement or any of its subsequent extensions.

#### **ARTICLE 8 - HOURS OF WORK**

Section 1. Section 1. The workweek is defined as a seven-day period commencing 12:00 am (midnight) Friday and ending at 11:59:59 pm the following Thursday. The workday is defined as the twenty-four (24) hour period commencing at 12:00 am (midnight). Nothing in this Article shall be construed as a guarantee of hours.

Section 2. Without limiting the rights granted to it in Article 27, Management Rights and Responsibilities, the Employer will make a good faith effort to afford employees a regular schedule. The Employer in developing and implementing schedules will take into account the needs of the business and the needs of the employee. In devising its schedules, the Employer will consider and utilize, where appropriate, schedules that employ one or more of the following design features: Monday through Friday scheduling; consecutive days off scheduling; Every other weekend off scheduling.

Section 3. Those employees regularly scheduled to work on weekends may request an occasional weekend off; that request will not be unreasonably denied.

- Section 4. The Employer will use its best efforts to post two (2) week schedules at least one (1) week in advance. Schedules will be posted on Fridays. Work schedules shall be posted in a designated area in each department.
- Section 5. The Employer will notify, in person or by phone, an employee of any change to an employee's start time, finish time, or days off twenty-four (24) hours before such change occurs, or as soon as the Employer becomes aware that a change is necessary.
- Section 6. An employee who reports to work at their scheduled time, and who has not been directed not to report at least two (2) hours prior to beginning of the scheduled shift, will be given the opportunity to work or be paid for one half (1/2) their scheduled shift but not less than two (2) hours.
- Section 7. Employees shall be entitled to a rest period of fifteen (15) minutes for each four (4) consecutive hours of work. Employees working shifts of six (6) consecutive hours or more shall be entitled to an unpaid meal period of thirty (30) minutes. If an employee's supervisor or manager requests that the employee return to work and the meal period/break has not been completed, that employee's meal period or rest period will be rescheduled. The Employer agrees to follow California laws relative to breaks and lunch periods.
- Section 8. Employees shall be paid one and one-half (1<sup>1/2</sup>) times their regular pay, including shift differential, if applicable, for time worked in excess of eight (8) hours a day, or in excess of forty (40) hours in one workweek. Employees shall be paid two (2) times their regular pay, including shift differential, if applicable, for time worked in excess of twelve (12) hours in a day.
- Section 9. Overtime will be offered on a voluntary basis to qualified employees by job title. A voluntary overtime sign-up sheet shall be posted quarterly. Overtime shall be offered on a rotational basis based upon the list. If no employee volunteers for overtime, the Employer shall assign the overtime in reverse order of seniority. Payment of overtime shall not be pyramided.
- Section 10. The Employer will make a good faith effort to schedule part-time hours equitably amongst part-time employees.
- Section 11. Part-Time Employees who work an average of thirty (30) hours or more per week in any consecutive twenty-six (26) week period shall be considered Full-Time and benefits eligible.

#### **ARTICLE 9 - NEW HIRE ORIENTATION**

- Section 1. The Union shall be allowed up to thirty (30) minutes of unpaid time at the completion of new hire orientation to orient the Memorial bargaining unit employees to the Union, distribute copies of the Agreement, and to distribute and collect membership cards, dues authorization cards as well as voluntary PAC contribution forms. The Employer and/or the Union shall not make disparaging comments about the other party. The Employer will provide the Union with a schedule of new hire orientation dates and times at least five (5) working days in advance of the new hire orientations.



Section 2. A list of all newly hired employees covered by this Collective Bargaining Agreement will be sent to the Union on a monthly basis.

### **ARTICLE 10 - PROBATIONARY PERIOD**

Section 1. New hires entering the bargaining unit shall be considered probationary during the first ninety (90) calendar days of employment. During the probationary period an employee shall have no recourse and no entitlement under any provision of the Collective Bargaining Agreement except for wages and sick leave.

Section 2. Employees covered by this Agreement may be discharged during their probationary period without cause and without recourse to the grievance procedure.

### **ARTICLE 11 - SENIORITY AND LAYOFFS**

Section 1. Bargaining unit seniority is defined as the length of time an employee has been continuously employed by the Employer in a bargaining unit position. Bargaining unit seniority shall apply in the computation and determination of eligibility for all benefits where length of service is a factor pursuant to this Agreement.

Section 2. An employee's seniority shall commence after the completion of their probationary period, and shall be retroactive to their initial date of hire.

Section 3. Seniority shall accrue, but benefits shall be prorated, during periods of authorized Leaves of Absence for a period not to exceed three (3) months, and during a period of layoff not to exceed twelve (12) months.

Section 4. An employee's seniority shall be lost when the employee terminates voluntarily; is discharged for cause; fails to return following the end of an official leave of absence; is laid off for a period of twelve (12) months or a period exceeding the length of the employee's continuous service whichever is less; or fails to return to work from layoff within five (5) days after being recalled by the Employer.

Section 5. In the event of a layoff, probationary employees will be laid off first. Non-probationary employees shall follow in inverse order of their classification seniority. In the event that a non-probationary employee is scheduled to be laid off from one job title and there is a vacancy in another job title in the same or lower paying job classification, and for which the employee has the credentials and the ability to satisfactorily perform the job, then that employee shall be offered that vacant position. In the event that a part-time employee has more seniority than a Full-Time Employee who is scheduled to be laid off, the Part-Time Employee must accept the full-time hours to continue to work.

Section 6. Recall shall be accomplished in inverse order of the layoff. A part-time employee on layoff shall have recall rights to a full-time position only if they are willing to work those full-time hours.

Section 7. If the affected employee has been promoted from one job classification to another with three (3) months prior to the layoff, that employees shall be able to use their

bargaining unit seniority to bump back the least senior employee in the same or lower paying job classification.

## **ARTICLE 12 - JOB POSTINGS**

- Section 1. The Employer will post for seven (7) consecutive days any bargaining unit vacancy to be filled by the Employer. Vacancies shall be posted in a designated area in each department. Any employee covered by this agreement who is interested in bidding for the position may do so by applying for the open position on the Employer's application system. When more than one (1) candidate exhibits equal qualifications for the open position, the most senior qualified employee shall be awarded the position. Employees who have received a corrective action with a written warning or greater within the previous twelve (12) month period or have filled a posting within the previous six (6) months are not considered qualified for purposes of this Article. All bargaining unit applicants will be informed of the outcome.
- Section 2. An employee who has bid on and has been awarded a position shall be given thirty (30) days to demonstrate their proficiency in the new position. If the employee is unable to perform the duties satisfactorily, and/or chooses not to stay in the position, they shall be returned to their former position or a comparable position in their former job classification provided the former position is still available.
- Section 3. The Employer will provide the job description of a vacant classification to any employee requesting such information. The job description for a classification shall include, but is not limited to statements regarding the functions and qualifications for each classification.

## **ARTICLE 13 - MEDICAL AND DENTAL**

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

- Section 1. Standard Benefits Plans. Sodexo will provide eligible employees the opportunity to enroll in Medical benefits through a Sodexo sponsored carrier. The plan(s), plan design(s) and schedule(s) of benefits may be adjusted from time to time in line with changes in the Medical benefits package for all Sodexo employees or as required by law. Other changes might include a change in the insurer, health maintenance organization, or other service provider that provides the benefits or establishes the network of participating providers.
- Section 2. Eligibility to Participate. Each employee's eligibility to participate in the Standard Benefits Plans in each insurance plan year shall be determined on the basis of the employee's hours worked or paid (as such hours are defined by the Employer with respect to the eligibility of employees generally to participate in the Standard Benefits Plans) in the fifty-two (52) week period ending on the last day of the first payroll period in the October preceding the commencement of such insurance plan year, or such other date in October of each year as the Employer's Corporate Benefits Department shall select (for example, the eligibility of employees to participate in the Standard Benefits Plans in 2016 will be determined on the basis of the hours worked or paid in the fifty-two (52) week period commencing October

4, 2014 and ending October 2, 2015). No employee shall fail to be classified as full-time due to time spent on FMLA, Military (USERRA) leave.

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

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

- Section 3. Contributions. Employee contributions for benefits will be at the 75-25 EE Rate Sheet, and are subject to change from time to time in accordance with changes made for all Sodexo employees or as required by law.
- Section 4. Dental and Vision Plans. Dental and Vision Plans may be offered in accordance with the terms and conditions of the Standard Benefit Plans. The Employer shall deduct the employee's premium from each paycheck on a pre-tax basis.
- Section 5. Life Insurance. The Employer shall provide Free Basic Life insurance in accordance with the Standard Benefits Plans. If so provided in the Standard Benefits Plans, employees may elect at their own expense to purchase additional life insurance coverage. The terms of coverage and the cost to the employee of such coverage shall be as set forth in the Standard Benefits Plans.
- Section 6. Disability Insurance. The Employer shall provide Short-Term and Long-Term Disability in accordance with the Standard Benefits Plans.
- Section 7. Premium Changes. Premiums for benefits may be adjusted by the Employer in accordance with the Employer's policies and practices regarding the Standard Benefits Plans.
- Section 8. Waiver. By agreeing to participate in the Employer's Standard Benefits Plans, the Union agrees that any dispute, grievance, question or controversy concerning the interpretation or application of the Standard Benefits Plans shall be determined and resolved in accordance with the procedures set forth in the applicable plan documents and shall not be subject to the grievance and arbitration provisions of this Agreement. The Union further agrees that the Employer, as Plan Sponsor of the Standard Benefits Plans, has reserved the right to unilaterally amend, modify or terminate the Standard Benefits Plans, in whole or in part, without bargaining with the Union. This Section shall continue in effect following the expiration of this Agreement, until expressly terminated or superseded by written agreement of the Employer and the Union.

## ARTICLE 14 - VACATION

Section 1. Full-time employees accrue vacation time throughout the year per the accrual table below and is available for use as it accrues. Part-time employees are not eligible to accrue vacation time.

### Vacation Accrual Chart

Continuous employment means any period of time during which the employee does not lose seniority under the seniority section of this Agreement.

Employment	Accrual Rate Per Hour	Annual Maximum Accrual	Accrual Cap
Date of hire to 5	0.03850/hour	80 hours (10 days)	240 hours (30 days)
6 years to 15 years	0.05770/hour	120 hours (15 days)	240 hours (30 days)
16 years or more	0.07700/hour	160 hours (20 days)	240 hours (30 days)

Section 2. The annual posting period for vacation requests shall be the month of February for vacations from March 1 through the following February. Management will review vacation requests and approve or deny such requests within two weeks following the end of the vacation-posting period. Management shall respond in writing to all vacation requests made during the annual posting period. Vacation requests submitted during this period will be approved, based on seniority. The Employer will post vacation schedules by March 31.

Section 3. Vacation requests submitted after the posting period will be reviewed within two (2) weeks. Vacation requests must be made at least two (2) weeks prior to the first day of the requested time off. Management shall respond in writing within seven (7) calendar days of such request. A copy of the time off request shall be given to employees at the time such request has been responded to by Management. If in the event multiple employees submit requests on the same calendar day, seniority will prevail in vacation approval. Employees may request vacation of any unused vacation that has accumulated.

Section 4. Unused vacation hours may be carried over from year to year up to a maximum of two hundred and forty (240) hours. Employees are required to use vacation hours each year to maintain a maximum bank of two hundred and forty (240) hours. Employees need to manage their vacation hours to remain below the maximum two hundred and forty (240) hours by calendar year end. Employees with a balance above two hundred and forty (240) hours at any time within the calendar year will be scheduled off by Management in order to meet business needs. In the event Management is unable to schedule the employees off, any remaining balance of vacation for the given year will be paid to the employee as soon as administratively possible in the month of January of the following year.

Section 5. Once a month, the Employer shall provide each employee with an accurate summary of vacation hours accrued year-to-date.

Section 6. Shift differentials are not paid during the time an employee utilizes vacation leave.

## **ARTICLE 15 - SICK LEAVE**

- Section 1. The Employer will provide all employees who work for thirty (30) or more days within a year with one (1) hour of paid sick leave for every thirty (30) hours worked, up to a maximum of forty-eight (48) hours per year for employees with less than eleven (11) years of service. Employees with eleven (11) or more years of service will accrue up to a maximum of sixty-four (64) hours of paid sick leave. Sick leave accrual begins at the employee's date of hire; an employee is not eligible to use paid sick leave until the 90<sup>th</sup> day of employment.
- Section 2. Unused sick leave may be carried over to the following year in accordance with applicable State or local law.
- Section 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.
- Section 4. Sick days shall be paid at the employee's regularly scheduled daily hours times their regular hourly rate at the time of the absence.
- Section 5. The maximum sick leave balance is capped at forty (40) days.
- Section 6. 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.
- Section 7. 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.
- Section 8. 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.

Section 9. 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.

Section 10. When using sick leave, an employee must use a minimum of two (2) hours of sick leave.

### **ARTICLE 16 - 401K**

Employees may participate in the Employer's 401(k) plan according to the Terms and Conditions, rules, policies, and eligibilities of that Plan, which may be changed from time to time by the Employer in its sole discretion, without bargaining with the Union. The current Employer match is \$.50 on \$1.00 up to 6%. The Employer agrees that the company match or contributions shall remain consistent company wide. This waiver of bargaining will continue in effect following the expiration of this Agreement, until changed by written agreement of the parties.

### **ARTICLE 17 - HOLIDAYS**

Section 1. All Full-time employees will be eligible for the following paid holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
July 4th	Christmas Day
Martin Luther King's Birthday, President's Day, Juneteenth, or Veteran's Day	

The employee shall inform their manager, in writing, at least four (4) weeks in advance of their intent to observe one (1) of the four (4) following holidays:

- Martin Luther King's Birthday;
- President's Day;
- Juneteenth; or
- Veteran's Day

An employee may only observe one (1) of the four (4) holidays annually.

In addition, each full-time employee shall receive one (1) personal holiday annually. Each full-time employee with eleven (11) or more years of seniority shall receive one (1) additional personal holiday for a total of two (2) personal holidays a year.

Section 2. In the event that the employee is required to work on Thanksgiving Day, Christmas Day or New Year's Day, the employee will be paid for that day at the rate of one and one-half (1<sup>1/2</sup>) times the regular rate of pay. In addition, the employee shall receive holiday pay which will be paid at the employee's straight time hourly rate times the number of hours the employee is regularly scheduled to work.

Section 3. In the event that the employee is required to work on a holiday other than Thanksgiving, Christmas, or New Year's Day, the employee will be paid for that day at the regular rate of pay, and the employee shall receive holiday pay which will be paid at the employee's straight time hourly rate times the number of hours the employee is regularly scheduled to work.

- Section 4. If a recognized holiday falls during an employee's vacation period, the employee will not be charged vacation time for that day, but will be paid holiday pay for the day in place of a vacation day.
- Section 5. The Employer will distribute holidays off on an equitable basis.
- Section 6. In the event that a part-time employee is required to work on Thanksgiving Day, Christmas Day, or New Year's Day, the employee will be paid for that day at the rate of one and one-half (1<sup>1/2</sup>) times their regular base rate of pay.

#### **ARTICLE 18 - BEREAVEMENT**

- Section 1. An employee may be absent from scheduled work with pay for up to three (3) consecutive workdays for a death in the immediate family. Immediate family is defined to be mother, father, mother-in-law, father-in-law, brother, sister, spouse, domestic partner, stepchild, stepparent, grandparent, and child. The Employer agrees to allow employees to take two (2) additional unpaid days off to attend the funeral of an immediate family member if the funeral is farther than 100 miles away.
- Section 2. If the death of an employee's family member, other than the employee's immediate family (listed in Section 1), occurs, the Employer will allow the employee to use reasonable unpaid time off or paid time off if applicable provided that operational needs are taken into consideration.
- Section 3. Employer reserves the right to request satisfactory proof of death such as an obituary or funeral announcement, and relationship to the employee.

#### **ARTICLE 19 - JURY DUTY**

A full-time employee who has completed their probationary period and who is required to report for jury duty shall be excused from work during periods up to twenty (20) consecutive court days in duration. The employee who loses work time because of such service will be paid the difference between the jury fee received and their regular rate of pay. A part-time employee who has completed their probationary period and who is required to serve on a jury shall be excused from work during periods up to two (2) weeks duration. Part-time employees shall be paid based on the average hours for the past ninety (90) days of work, less the jury fee received.

#### **ARTICLE 20 - VOTING TIME**

Employees' whose work schedule does not allow sufficient time to get to the polls before or after work will be given up to two (2) hours off with pay in order to vote. Employee is required to provide proof of voting.

#### **ARTICLE 21 - LEAVES OF ABSENCE**

- Section 1. Leaves of Absence shall only be granted for reasons noted in the laws of the state of California or the Federal Family Medical Leave Acts, to individuals qualifying under the Acts who submits an application to the Employer and provide the required certifications. Such leave shall be without pay, benefits, or benefit accruals, except as defined in the law. However, the Employer shall allow the employee to use any earned sick or vacation time during such leave.

- Section 2. Leaves for the performance of duty with the Armed Services shall be accomplished in accordance with Federal Law.
- Section 3. A Personal Leave of Absence, for personal reasons not covered by FMLA, may be granted to regular non-probationary full-time employees at the sole discretion of the Employer, for a period not to exceed twelve (12) weeks. Such leave shall be without pay, benefits, or benefit accruals as may be defined in this agreement. The Employer shall not unreasonably deny granting leaves for compelling personal reasons, however, engaging in other employment during such leave, or failure to return from leave on the date approved shall be cause for immediate dismissal.
- Section 4. In the event an employee qualifies for Federal Family Medical Leave Act to care for an immediate family member with a serious health condition, health insurance benefits must continue while on leave provided that, that employee makes their required health insurance contributions.
- Section 5. The Employer agrees to comply with all Federal and State Laws related to leaves.
- Section 6. 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 thirty (30) calendar days' notice of such request. Such leave shall not exceed sixty (60) calendar days. No more than two (2) employees from the bargaining unit may be awarded such leave at a time. The Employer shall continue to pay for the employee's benefits during such leave provided that the Union and/or the employee reimburses the Employer in full for such benefits beginning on the first day of the month following the commencement of such leave. During such leave, the Employer will continue the seniority of the employee on leave and the accrual of benefits based on seniority.

## **ARTICLE 22 - UNIFORMS**

- Section 1. Each full-time employee, where required, will be supplied with five (5) uniforms as required by management. Three (3) uniforms will be supplied within the first two months of employment, followed by two (2) uniforms after the completion of the employee's probationary period. Part-time employees shall receive three (3) uniforms within the first month of employment.
- Section 2. In the event that management initiates a different uniform the employee will be provided with five (5) new uniforms within 6 months of the uniform change, employee may continue to wear previous uniform until the full five (5) sets are provided by management.
- Section 3. Uniforms will be replaced one-for-one on an as-needed basis.

## **ARTICLE 23 - DISCIPLINE AND DISCHARGE**

- Section 1. No employee, after having completed their probationary period, will be discharged, suspended without pay, or subjected to other disciplinary action without just cause. In association with disciplinary action, the Employer will generally conduct an investigation consistent with customary just cause processes before termination.



- Section 2. Under normal circumstances, the Employer, in order to vary the discipline with the circumstances, may utilize any or all of the following in order to maintain order and efficiency of the operation, and to allow the employee an opportunity to correct the deficiency: coaching, written warning, suspension, and termination.
- Section 3. Employees may be subject to immediate discharge for the following reasons: stealing, drinking alcohol while on duty or reporting for duty under the influence of alcohol, illegal possession or use of a controlled substance, possessing a lethal weapon, fighting while on duty, destruction of hospital or Employer property, willful misconduct, sleeping on the job or other conduct of a similar nature or seriousness.
- Section 4. The Employer will notify the Union in writing of any discharge or suspension within forty-eight (48) hours of the discharge or suspension. The Employer will notify the Union in writing of any disciplinary action, including discharge or suspension within forty-eight (48) hours of such disciplinary action being taken. Any employee who has been suspended pending investigation, shall receive a decision from the Employer by the fifteenth (15<sup>th</sup>) working day from the date of the suspension pending investigation. This time period may be extended by mutual agreement of the parties. Such requests will not be unreasonably denied by the Union.
- Section 5. Warning notices will become null and void after one (1) year, provided that the employee has no other disciplinary actions within that period.
- Section 6. The Employer shall make a reasonable attempt to issue notices of disciplinary actions within thirty (30) days of the Employer's knowledge of the infraction. The Employer may request an extension of this time from the Union for reasons which include, but are not limited to, a prolonged investigation, employee or Employer unavailability, etc. The extension of this time will not be unreasonably denied by the Union.

#### **ARTICLE 24 - GRIEVANCE PROCEDURE**

- Section 1. As defined in Article 2, all non-members will be charged a normal and customary fee to use the grievance procedure. The Union shall set the fee.
- Section 2. A grievance shall be defined as a dispute or complaint arising between the parties under or out of this Agreement, and shall be processed and disposed of in the following manner:
- Section 3. Both parties agree that, prior to filing any grievance, except for grievances contesting discipline, it is desirable to hold an informal discussion with the immediate Manager in an attempt to resolve the dispute.
- If the grievance is not resolved after the procedures in Step 2 have been completed, the parties, by mutual agreement, may refer the matter to non-binding mediation. Such referrals shall occur within five working days after the Union receives the written response from the District Manager or their designee. The Grievance Mediation procedure is set forth in Appendix A.
- Section 4. The exact provision in the Collective Bargaining Agreement that was violated must be specified by the grievant and or by the Union. In addition, the grievant and/or

Union representative must present in writing a brief written narrative (statement) as to what provision(s) of the Collective Bargaining Agreement were violated by the Employer. The grievant and/or Union representative may write the statement in English or in Spanish. Failure to comply with this procedure will result in the dismissal of the grievance.

Section 5. In the case of termination or discipline, which may lead to termination, the employee may request the presence of a Union representative. Such request shall not be unreasonably denied.

**Step 1** - All grievances, except those involving discharge or layoff, shall be presented at Step 1. Within ten (10) working days, exclusive of Saturdays, Sundays, and holidays, an employee having a dispute or complaint, or the Union representative, shall present the grievance to the Manager who either issued the disciplinary action or that which has knowledge of the particular issue. The Manager or designee shall provide a response in writing to the employee and the Union within ten (10) working days of the Step 1 hearing. The parties at this step may, through mutual agreement, waive this step of the grievance procedure in which case it will be appealed by the Union to the next step of the grievance procedure should the Union wish to pursue the matter.

**Step 2** - If the dispute or complaint is not resolved in Step 1, the grievance may, within ten (10) working days of the Supervisor's response, or within fifteen (15) days of the date of the initial dispute to be presented in Step 2. When grievances are presented in Step 2, they shall be reduced to writing, signed by the grievant and/or their Union representative, and presented to the grievant's General Manager or their designee. All discharge or layoff grievances shall be referred immediately to Step 2 of this procedure within fifteen (15) workdays from the date of the discharge. A grievance so presented in Step 2 shall be answered by the General Manager in writing within ten (10) working days after its presentation.

**Step 3** - If the grievance is not settled in Step 2, the grievance may, within ten (10) working days, be presented in Step 3. A grievance shall be presented in this step to the District Manager or Human Resource Manager, or their designee, and or their respective designee(s) shall render a decision in writing within ten (10) working days after the presentation of the grievance in this step.

If the grievance is not resolved after the procedures in Step 3 have been completed, the parties, by mutual agreement, may refer the matter to non-binding mediation. Such referrals shall occur within five working days after the Union receives the written response from the District Manager or their designee. The Grievance Mediation procedure is set forth in Appendix B.

**Step 4** – If the grievance is not settled in Step 3, the grievance may, within twenty five (25) working days after completion of Step 3 of the grievance procedure, be referred for arbitration. Either party may request that the Federal Mediation and Conciliation Services (FMCS) submit a panel of seven (7) arbitrators. Each party will alternately strike one (1) name until an arbitrator is selected. The Arbitrator's fees and expenses shall be borne equally by the parties to this Agreement. The arbitrator shall not have the right to alter the Agreement, but may merely rule on the facts presented during the arbitration.

Section 6. The time limits contained herein may be waived by mutual written agreement by the parties.

### **ARTICLE 25 - HEALTH AND SAFETY**

Section 1. The Employer will comply with all safety standards pursuant to the laws of the State of California and will not require an employee to work under hazardous conditions without providing such safeguards as are consistent with well- established safety practices. The Employer will not require an employee to use or operate any equipment for which they have not received hands on training.

Section 2. Employees are required to comply with all safety policies and practices established by the Employer, and to cooperate with the Employer in the investigation of accidents, and the enforcement of safety measures.

Section 3. The Employer agrees to establish a Safety Committee. Said committee will be responsible for recommending to management the elimination of hazards throughout the facility, and for recommendations which are intended to keep the facility OSHA compliant.

Section 4. There will be up to eight (8) employees on the Safety Committee; they may be selected by the employees.

### **ARTICLE 26 - MISCELLANEOUS**

Section 1. Any employee shall have the right to review the contents of their personnel file. The file will be available to the employee within five (5) working days of the employee's written request to the General Manager.

Section 2. The parties agree that the Employer can temporarily subcontract any work covered by this agreement when the Employer is unable to hire qualified staff, when there is a lack of experienced skilled staff who are willing to perform the work, when the Employer does not have the equipment or technology that can more efficiently perform the work, or when the Employer is preparing for hospital certification and/or inspection. The Employer agrees to notify the Union in writing of their intent to subcontract. The Employer agrees that it will subcontract only to companies that pay its employees at least the same hourly wage rate as would have been paid to bargaining unit employees performing the subcontracted work.

Section 3. Labor-Management Committee meetings will be held at a mutually agreeable time and date on a quarterly basis. The Union may designate four (4) employees, (two (2) from EVS and two (2) from FANS) to represent the bargaining unit. Meetings will be held to apprise the problems, concerns, and suggestions related to the operations and the work force, all with the aim of promoting better understanding between the parties. Such meetings shall not be constructed 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 the time spent at the Labor-Management Committee meetings.

Section 4. In the event the Employer restructures its work schedule in a manner which requires an affected employee to make personal adjustments due to family needs

(such as childcare, elder care), the Employer shall provide a minimum of fourteen (14) days advance notice.

## **ARTICLE 27 - MANAGEMENT RIGHTS AND RESPONSIBILITIES**

Except as abridged by this Agreement, the Employer reserves and retains, solely and exclusively, the right to manage the business, as such rights existed prior to the execution of any previous agreement with the Union.

The sole and exclusive rights of Management, which are not abridged by this Agreement, include, but are not limited to its rights:

1. To determine the processes or operations.
2. To assign work to such employees in accordance with the requirements determined by Management.
3. To establish and change work schedules and assignments.
4. To maintain order and efficiency.
5. To change operating practices and work assignments and to eliminate work as business requirements may dictate.

The Employer may establish and enforce reasonable rules, regulations and procedures, including client-directed policies and procedures, applicable to employees, provided that such rules, regulations and procedures do not conflict with the provisions of this Agreement. Any dispute over the reasonableness of any rule will be subject to the Grievance and Arbitration Procedure set forth in this Agreement.

## **ARTICLE 28 - ALCOHOL AND DRUG ABUSE POLICY**

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

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

## **ARTICLE 29 - TEMPORARY TRANSITIONAL DUTY PROGRAM**

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

- Section 2. Prior to offering a Temporary Transitional Duty assignment to an employee, the Employer 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 Employer 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 Employer may proceed with the implementation of the assignment and the Union may pursue the matter through the grievance and arbitration procedure.
- Section 3. No employee shall be disciplined for rejecting a Temporary Transitional Duty assignment. However, the rejection may have an impact on the employee's entitlement to workers' compensation benefits, depending on the applicable state workers' compensation law.
- Section 4. Nothing herein shall be deemed to require the Employer to offer a Temporary Transitional Duty assignment to any employee. No Temporary Transitional Duty assignment may be extended beyond ninety (90) days. No Temporary Transitional Duty assignment may become permanent without the express written consent of the parties.
- Section 5. Nothing herein shall be construed to add to or diminish the obligations of the parties under the Americans with Disabilities Act and/or state or local law relating to accommodation of disabilities.

### **ARTICLE 30 - SAVINGS CLAUSE**

- Section 1. In the event that any provision of this Agreement is rendered invalid by applicable legislation, or be declared invalid by any court or regulatory agency of competent jurisdiction, such action will not invalidate the entire Agreement, it being the intent of the parties hereto that all other provisions not rendered invalid will remain in full force and effect. The parties agree to attempt to cure such invalidity by negotiation and to submit the matter to arbitration if such negotiations are unsuccessful.
- Section 2. This Agreement constitutes the sole and entire Agreement between the parties and supersedes all prior policies, practices, agreements, oral and written, and expresses the total of all obligations of, or restrictions imposed upon, the respective parties during its term.

### **ARTICLE 31 - WAGES**

Wages shall be paid by check, direct deposit or electronic money card, as determined by the Employer, subject to applicable law.

**Shift Differential:**

Employees who work at least half of their scheduled shift during either of the following time periods will receive the applicable shift differential for all hours worked during the shift.

<u>Hours</u>	<u>Differential</u>
3:00 p.m. - 11:00p.m.	\$0.50 per hour
11:00 p.m. - 7:00 a.m.	\$1.00 per hour

**EVS Lead Compensation**

Effective January 1, 2021, any employee who is assigned by the Employer to perform EVS lead employee duties on a regular basis shall have one dollar (\$1.00) per hour added to their base rate of pay. Should the employee stop performing EVS lead duties on a regular basis, the lead compensation will be subtracted from their base rate of pay. Lead compensation shall only apply to those employees who became EVS leads on a regular basis after January 1, 2021.

**Relief Lead Compensation**

Effective January 1, 2021, employee(s) assigned by the Employer to work in a relief-lead capacity shall have one dollar (\$1.00) per hour added to their current base pay rate for all hours worked as a relief lead. The employee will not receive this pay when they are not working as a relief lead.

**Temporary Work in a Higher Wage Grade/Classification**

When required by the Employer to work in a higher wage paying job classification, an employee shall be paid the difference between the minimum wage grade rate the job classification employee normally works and the minimum wage grade rate of the job classification to which the employee is being assigned to work.

**Bidding to a Classification in The Same or Higher Wage Grade**

An employee who successfully bids to a classification in a higher paying job classification shall receive a pay increase to the minimum of the new classification, or 4% whichever is greater.

**Salary Increases as follows:****Starting Wage Rates**

<b>Job Classification</b>	<b>Effective 9/1/2021</b>	<b>Effective 1/1/2023</b>	<b>Effective 1/1/2024</b>
EVS Attendant	\$15.00	Applicable Minimum Wage Rate	Applicable Minimum Wage Rate
Food Service Worker	\$15.00	Applicable Minimum Wage Rate	Applicable Minimum Wage Rate
Linen Attendant	\$15.00	Applicable Minimum Wage Rate	Applicable Minimum Wage Rate
Trayline Attendant	\$15.00	Applicable Minimum Wage Rate	Applicable Minimum Wage Rate
Floor Technician	\$15.00	Applicable Minimum Wage Rate	Applicable Minimum Wage Rate
Unit Clerical	\$15.40	\$15.40	\$15.40
Cook I/Prep Cook	\$15.33	\$15.33	\$15.33
Cashier/Barista	\$15.00	Applicable Minimum Wage Rate	Applicable Minimum Wage Rate
Stock Worker	\$15.33	\$15.33	\$15.33
Cook II	\$15.95	\$15.95	\$15.95

Host/Hostess	\$15.40	\$15.40	\$15.40
Catering Service Worker	\$15.00	Applicable Minimum Wage Rate	Applicable Minimum Wage Rate
Lead Worker - Facilities	\$15.00	Applicable Minimum Wage Rate	Applicable Minimum Wage Rate

Employees currently classified as Senior EVS Attendants will be reclassified as EVS Attendants with no reduction to their current base wage rate.

Any employee who is on the Employer's payroll as of August 31, 2021 who are currently paid fifteen dollars (\$15.00) per hour or greater, those employees shall receive a three percent (3.0%) increase to their base rate of pay effective September 1, 2021.

Any employee who is on the Employer's payroll as of August 31, 2021 and who are paid less than fifteen dollars per hour, shall be paid fifteen dollars and fifteen cents (\$15.15) per hour effective September 1, 2021.

Any employee who is on the Employer's payroll as of December 31, 2022 and does not receive an increase on January 1, 2023, due to the increase in the applicable minimum wage rate, that employee shall receive a three percent (3.0%) increase to their base rate of pay.

Any employee who is on the Employer's payroll as of December 31, 2022 and who receives an increase in their base rate of pay on January 1, 2023 due to the increase in the applicable minimum wage rate shall receive fifteen cents (\$0.15) per hour above the applicable minimum wage rate. The fifteen cents (\$0.15) per hour increase shall be effective no later than the beginning of the second full payroll period in January 2023.

Any employee who is on the Employer's payroll as of December 31, 2023 and does not receive an increase on January 1, 2024 due to the increase in the applicable minimum wage rate, that employee shall receive a three percent (3.0%) increase to their base rate of pay.

Any employee who is on the Employer's payroll as of December 31, 2023 and receives an increase in their base rate of pay on January 1, 2024 due to the increase in the applicable minimum wage rate shall receive fifteen cents (\$0.15) per hour above the applicable minimum wage rate. The fifteen cents (\$0.15) per hour increase shall be effective no later than the beginning of the second full payroll period in January 2024.

No employee shall be paid below the starting wage rate for their respective job classification.

### **Longevity Pay**

Effective January 1, 2020, the Employer shall add the thirty cents (\$0.30) per hour to the base rate of any employee with five (5) or more years of service.

Longevity premiums will be based on the employee's years of service on September 1<sup>st</sup> and March 1<sup>st</sup> of each year.

Longevity pay will be removed from the base rate of pay before applying the negotiated wage increase or a minimum wage increase. Once a negotiated wage increase or minimum wage increase has been made, the longevity pay will be added back to the base wage rate.

**ARTICLE 32 - DURATION**

This Agreement shall be effective as of September 1, 2021 and shall be in force and effect until midnight, December 31, 2024 and thereafter shall continue from year to year unless either party gives notice in writing of its desire to negotiate a new Agreement ninety (90) days prior to December 31, 2024. The parties may mutually agree to extend the existing agreement, in writing, for a specified time.

**ON BEHALF OF OPEIU LOCAL 30**

**SDH SERVICES WEST, A SUBSIDIARY  
OF SODEXO, INC., EVS AND FANS  
DEPARTMENTS AT SHARP MEMORIAL  
HOSPITAL AND MARY BIRCH HOSPITAL  
FOR WOMEN**

Marianne Giordano

Marianne Giordano (Sep 14, 2021 10:50 PDT)

**Marianne Giordano, Executive Director  
& CFO, OPEIU, Local 30**

Sep 14, 2021

**Date**

Bruce Collier

Bruce Collier (Sep 9, 2021 09:22 PDT)

**Bruce Collier  
Director, Labor Relations**

Sep 9, 2021

**Date**

Angela Jensen

Angela Jensen (Sep 9, 2021 10:53 PDT)

**Angela Jensen, Business Agent  
OPEIU, Local 30**

Sep 9, 2021

**Date**

Lauren Blacker

Lauren Blacker (Sep 9, 2021 09:25 PDT)

**Lauren Blacker  
Client Executive**

Sep 9, 2021

**Date**

**Negotiating Committee**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Eileen Kennedy

Eileen Kennedy (Sep 9, 2021 09:24 PDT)

**Eileen Kennedy  
Client Executive**

Sep 9, 2021

**Date**



## **APPENDIX A - GRIEVANCE MEDIATION**

The process below is intended to give effect to the Grievance Mediation process set forth in Article 24, Section 3 of the Agreement. The Parties agree that this Appendix is not intended to modify any terms of the Agreement, and the Agreement shall prevail in the event any terms of the Agreement may conflict with the terms of this Appendix.

- Section 1. Attendance at Mediation. The Grievance Mediation may be attended by up to two representatives of the Employer and up to two representatives of the Union, with one representative of each party designated as the principal spokesperson. In addition to the Employer and Union representatives, the Grievant shall also have the right to be present. It is expected that at least one of the Employer and Union representatives will be from the local unit from which the grievance arose. The Employer, the Union, and the Grievant will not be represented by outside counsel at the Grievance Mediation, unless mutually agreed otherwise by the Employer and the Union.
- Section 2. Selection of Mediator; Cost. A neutral mediator selected by the parties shall be present and mediate the dispute in an attempt to help the Parties settle the grievance. The Parties will identify a panel of acceptable mediators and attempt to select a mediator from that panel. If the Parties cannot agree upon a Mediator immediately upon deciding to proceed to mediation, they may apply to the Federal Mediation and Conciliation Service (FMCS) to submit a list of five names. Each party shall alternate in striking the list, beginning with the Employer on the first occurrence. The person whose name is not stricken shall be the mediator. If a grievance that has been mediated subsequently goes to arbitration, the Mediator of such grievance may not serve as the Arbitrator for the grievance. The cost of the Mediator, if any, shall be shared equally by the Parties.
- Section 3. Authority of Mediator. The mediator may conduct the mediation conference using all of the customary techniques associated with mediation including the use of separate caucuses. FMCS rules protecting the mediator's confidentiality and immunity from providing testimony in any subsequent arbitration case, court proceeding, or administrative tribunal shall apply to FMCS grievance mediation. FMCS and the Mediator will be held harmless of any claim of damages arising from the mediation process. The Mediator shall have no authority to compel resolution of the grievance, or to recommend altering, amending or modifying any provisions of this Agreement; or to actually alter, amend or modify any provisions of this Agreement.
- Section 4. Evidence, Statements, and Documents. The purpose of the Grievance Mediation is to assist with the resolution of the Grievance. Proceedings before the mediator will be informal and rules of evidence will not apply. No record, stenographic or tape recordings of the meetings will be made and no person at the Grievance Mediation will be placed under oath. The Mediator's notes will be confidential and their content shall not be revealed. Any documents presented to the Mediator shall be returned to the respective parties at the conclusion of the hearing. The Grievance Mediation and any statement or action by the Mediator or the Parties or the Grievant in connection with the Grievance Mediation may not be referred to or used against any Party at arbitration and shall not constitute an admission for any other purpose.

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

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

## APPENDIX B - DRUG & 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 Article.

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

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

##### B. Prohibited Substances:

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

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

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

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

##### C. Post-Accident Testing:

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

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

All Employee Accidents must be reported to the Sodexo unit manager or other designated person or manager within one hour of the event – unless there are circumstances that make reporting within 1 hour impractical or impossible – but no later than three hours of the event. Post-Accident drug and alcohol testing should occur as soon as is practical but not later than 32 hours after the occurrence of an event meeting the above criteria. Employees must report for testing within thirty-two (32) hours. If an employee fails to do so, it will be deemed refusal to test, absent a reasonable explanation.

**D. Collection of Samples/Lab Analysis:**

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

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

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

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

**E. Alcohol Testing Procedures:**

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

**F. Review and Notice of Rights:**

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

If legitimate, medically supported reasons exist to explain the positive result, the MRO will report the test result to Sodexo as a negative. If there is no legitimate, medically supportable reason for the positive test result, the MRO will report the test result as a positive. Sodexo will

then notify the employee of the positive result, the substance(s) detected and the employee's right to a split-sample analysis.

There will be no medical review of a positive test for alcohol or a positive test of a split specimen. No medical explanation for alcohol in an employee's system will be accepted. If, during the course of an interview with an employee who has tested positive, the MRO learns of a medical condition, or medication for a medical condition, which could, in the MRO's reasonable medical judgment, pose a risk to safety, the MRO may report that information to Sodexo.

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

1. The result of the test;
2. The Employee's right to have a split sample analyzed;
3. The Employee's right to choose the laboratory to analyze the split sample;
4. The Employee's right to take up to three business days after the date of written notice to decide whether to have the split analyzed;
5. The Employee's responsibility to pay for the split sample analysis.

#### **G. Consequences:**

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

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

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

#### **H. Confidentiality:**

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

#### **I. Employee Assistance:**

Employees with personal alcohol and drug abuse problems should request confidential assistance through local support agencies or, if applicable, Sodexo's health insurance program or Sodexo's Lifeworks program, (888) 267-8126. Employees who undergo voluntary

counseling or treatment, and who continue to work, must meet all established standards of conduct and job performance including these Guidelines. While the mere voluntary request for assistance with an alcohol or drug abuse problem will not result in any constructive counseling, such requests will not prevent disciplinary action for violation of Sodexo's Drug and Alcohol Use Policy and will not prevent termination for a positive result.

**Drug/Alcohol Test Implementation Guidelines Acknowledgment**

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

\_\_\_\_\_  
(Signature of Applicant/Employee)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Printed Name)