

AGREEMENT

BY AND BETWEEN

**SDH SERVICES WEST,
A SUBSIDIARY OF SODEXO, INC.
AT
SHARP CHULA VISTA HOSPITAL
EVS DEPARTMENT**

AND

**OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL UNION, LOCAL 30**

EFFECTIVE DATES:

January 4, 2021

through

DECEMBER 31, 2025

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AGREEMENT

This Agreement is entered into on January 4, 2021, by and between SDH SERVICES WEST, a subsidiary of Sodexo, Inc. (hereinafter referred to as the “Employer”, “Company” or “Sodexo”), and the Office and Professional Employees International Union, Local 30, AFL- CIO (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. As certified by the National Labor Relations Board in Case 21-RC-239940, the Employer recognizes OPEIU Local 30 as the sole and exclusive collective bargaining representative for the bargaining unit comprised of all full-time and regular part-time Environmental Service employees employed in the job classifications of EVS Attendant, Senior EVS Attendant, Floor Technician, Linen Attendant and Lead Worker by the Employer at Sharp Chula Vista Medical Center Campus located at 751 Medical Center Court, Chula Vista, CA. 91911.

Excluded from the aforesaid bargain unit are all other employees, including but not limited to, food service employees, confidential employees, office clerical employees, managerial employees, professional employees, guards, 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.

Section 6. Any part-time employee who believes they have worked thirty (30) or more hours per week in any consecutive twenty-six (26) week period, that part-time employee shall notify the Employer in writing. If the Employer is able to verify that the part-time employee did work thirty (30) in the twenty six (26) week period after the employee has notified the Employer, that part-time employee shall be converted to full-time status.

ARTICLE 2 - UNION SECURITY

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. **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 3. The Employer agrees to furnish the Union each month with the names of newly hired employees, their address, social security number, job 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.

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 his/her intent to visit to the General Manager or his/her designee. The Union Representative will conduct all such visits in a professional manner, as expeditiously as possible and will ensure that there is no interference or disruption of the Employer's operations. All Union representatives will follow the Sharp visitation and security procedures.

Section 2. The Employer agrees to recognize no more than six (6) 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 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.

ARTICLE 4 – DEDUCTION OF UNION DUES

- Section 1. The Employer agrees to deduct from the wages of each employee who so authorizes such deduction, the amount of regular initiation fees and Union dues as certified to the Employer by the Chief Financial Officer of the Union, in accordance with the Employer's payroll system.
- Section 2. Each pay period, the Employer shall deduct from each Union member's wages the amount of Union dues required by the Union of all employees covered by this Agreement who have voluntarily agreed to a written assignment which shall be irrevocable until the termination date of this Agreement.
- Section 3. By the twentieth (20th) of the month following the month in which the deductions were made, the Employer shall remit to the Union all deductions for dues made from the wages of employees. The Employer shall also provide the Union with a list of all employees from whom dues have been deducted along with the remittance of the dues.
- Section 4. The Employer agrees to furnish the Union each month with the names of newly hired employees, their address, social security number, classification, their 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. The Employer's obligation is limited solely to making the authorized deduction and such obligation shall cease at the time the employee is terminated or laid off for lack of work, including summer layoffs.
- Section 6. Each pay period, the Employer shall deduct from the wages of any employee who submits a voluntary authorization card, an amount designated by such employee for OPEIU's "J. B. Moss of the Electorate" (Vote) fund.
- Section 7. Voluntary contributions deducted from employees' paychecks shall be made payable to the J. B. Moss Voice of the Electorate (Vote) fund and forwarded monthly to the Chief Financial Officer of the Office and Professional Employees

International Union, AFL-CIO, 80 Eighth Avenue, Suite 610, New York, New York 10011, along with a listing of the names and contributors of the amounts.

Section 8. The Union shall hold harmless the Employer from any and all claims that may arise out of the Employer's compliance with this Article.

ARTICLE 5 – MANAGEMENT'S RIGHTS

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 6 – MUTUAL RESPECT

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

Section 2. Managers will, at all times, make every effort to hold in private any discussions of a disciplinary nature or regarding performance issues.

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

ARTICLE 7 – NON-DISCRIMINATION

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

ARTICLE 8 - 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 at Sharp Chula Vista Medical Center Campus at 751 Medical Center Court, Chula Vista, CA. 91911. 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. Job classification seniority is defined as the length of service an employee has been employed within a specific job classification at Sharp Chula Vista Medical Center Campus at 751 Medical Center Court, Chula Vista, CA. 91911. Job classification seniority shall only be used for layoffs, recall and vacation scheduling.
- 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 their employment 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 (1) job title and there is a vacancy in another job title with the same or lower wage rate, 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.
- 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. In the event of the discontinuation of an entire job classification, the affected employees shall be able to utilize their bargaining unit seniority to bump a the least senior employee in the same or lower paying job classification, provided the employee has the skill and ability to satisfactorily perform the job. In the event a Part-Time Employee, who is scheduled to be laid off, has more seniority than a Full-Time Employee, and there are no part-time positions available, the Part-Time Employee must accept a full-time position in order to avoid layoff.
- Section 8. If an employee, who is affected by a layoff, has been promoted from one (1) job classification to another with the last twelve (12) months prior to the layoff, that employee shall be able to use their bargaining unit seniority to bump the least senior employee in a job classification which pays the same or lower wage rate

provided that the employee has the skills, abilities and required certifications for the position.

ARTICLE 9 – NEW HIRE ORIENTATION

- Section 1. As part of new hire orientation, employees shall receive a copy of the Collective Bargaining Agreement and package from the Union approved by the Employer, describing the Union and informing all new hired employees who their Union Stewards are in their respective departments.
- 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.
- Section 3. The Union shall be allowed fifteen (15) 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.

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, and arbitration procedures of this Agreement.

ARTICLE 11 - 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 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 of 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.
- 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, provided the former position is still available, or a comparable position at their former wage rate.

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 12 – HOURS OF WORK

Section 1. The workweek is defined as a seven-day period commencing 12:00 am Friday and ending at 11:59:59 am Thursday of the following week. The workday is defined as the twenty-four (24) hour period commencing at 12:00 am. Nothing in this Article shall be construed as a guarantee of a work schedule, number of shifts, or the hours worked in a single shift and/or work week.

Section 2. Without limiting the rights granted to it in Article 5, 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.

Section 3. The Employer will use its best efforts to post a two (2) week schedules at least two (2) weeks in advance in all departments covering all bargaining unit employees. Schedules will be posted no later than Friday.

Section 4. The Employer will notify an employee of any change to his/her start time, finish time, or days off at least forty-eight (48) hours, whenever possible, before such change is to occur, or as soon as the Employer becomes aware that such a change is necessary.

Section 5. An employee who reports to work at his/her 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 (½) their scheduled shift but not less than two (2) hours.

Section 6. 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 unpaid meal period or rest period is interrupted, where that employee has to return to work, that employee's meal period or rest period will be rescheduled.

Section 7. Eight Hour Shifts. Bargaining unit employees regularly assigned to eight (8) hours shifts shall be afforded the opportunity to work and be paid eight (8) hours per shift based on operational needs.

Section 8. Eight Hour Shifts Overtime. Employees shall be paid one and one-half (1½) 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. Ten Hour Shifts Overtime. Employees shall be paid one and one-half (1½) times their regular pay, including shift differential, if applicable, for time worked in excess of ten (10) 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 10. Alternative Workweek Schedules. In the future, should the Employer desire to establish an alternative workweek schedule, the Employer shall negotiate with the Union the establishment of said schedules, which could include a secret ballot election by affected employees. The Employer may repeal an alternative workweek schedule provided that it notifies affected employees at least forty-five (45) days prior to the effective date of the repeal. Employees working a ten (10) hour alternative schedule will be allowed to waive their second meal period.

Section 11. Other Shifts. Bargaining unit employees regularly assigned to shifts other than an eight (8) hour or ten (10) hour shift shall be afforded the opportunity to work and be paid the full scheduled shift, based on operational needs.

Section 12. Flex Scheduling. Bargaining unit employees may be required to flex hours after the start of a work shift based on fluctuating patient census or business volume. The Employer may flex employees after the start of a work shift in the following order:

- 1) Temporary employees;
- 2) Employees on overtime;
- 3) Employees volunteering to flex on a rotating basis;
- 4) Part-time employees by inverse seniority on rotating basis;
- 5) Full-time employees by inverse seniority on rotating basis.

Section 13. 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 accepts overtime, the Employer shall assign the overtime in reverse order of seniority.

Section 14. Payment of overtime shall not be pyramided.

ARTICLE 13 – LEAVES OF ABSENCE

Section 1. Leaves of Absence shall only be granted for reasons noted in the laws of the state of California, and State of California or the Federal Family Medical Leave Acts, to individuals qualifying under the Acts who make 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 provided they are not receiving State disability benefits.

Section 2. Leaves for military duty shall be in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA).

- 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, or 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 his/her required health insurance contributions. Additional non FMLA/personal leave may be granted by the Employer.
- Section 5. 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. The length of the leave for Union business may be extended by mutual agreement of the Employer and the Union.

ARTICLE 14 - 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: first written warning, second written warning, suspension, and termination.
- Section 3. Employees will 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 any other conduct of a similar nature or seriousness.
- Section 4. The Employer will notify the Union in writing, via email, of any discharge or suspension within forty-eight (48) hours of the discharge or suspension.

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.

ARTICLE 15 – GRIEVANCE PROCEDURE

Section 1. 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 2. 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.

Section 3. 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 4. 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 observed by this Agreement, 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 Union Representative shall also email a copy of the grievance to the Senior Human Resources Manager. 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 his/her Union representative, and presented to the grievant's General Manager or his/her 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

Effective January 1st of 2021, each employee, who has five (5) years of service or more on January 1st of 2021, and receives an increase to their base rate of pay because of the increase in the California State Minimum Wage Rate on January 1 2021, will be paid twenty (20) cents above the new California State Minimum Wage Rate.

Effective January 1st of 2022, each employee, who has five (5) years of service or more on January 1st of 2022, and receives an increase to their base rate of pay because of the increase in the California State Minimum Wage Rate on January 1, 2022, will be paid twenty (20) cents above the new California State Minimum Wage Rate.

Effective January 1st of 2023, each employee, who has five (5) years of service or more on January 1st of 2023, and receives an increase to their base rate of pay because of the increase in the California State Minimum Wage Rate on January 1, 2023, will be paid twenty (20) cents above the new California State Minimum Wage Rate.

Effective January 1st of 2024, each employee, who has five (5) years of service or more on January 1st of 2024, and receives an increase to their base rate of pay because of the increase in the California State Minimum Wage Rate on January 1, 2024, will be paid twenty (20) cents above the new California State Minimum Wage Rate.

Effective January 1st of 2025, each employee, who has five (5) years of service or more on January 1st of 2025, and receives an increase to their base rate of pay because of the increase in the California State Minimum Wage Rate on January 1, 2025, will be paid twenty (20) cents above the new California State Minimum Wage Rate.

Effective January 1st of 2021, each employee, who has less than five (5) years of service on January 1st of 2021, will be paid the California State Minimum Wage Rate effective on January 1, 2021.

Effective January 1st of 2022, each employee, who has less than five (5) years of service on January 1st of 2022, will be paid the California State Minimum Wage Rate effective on January 1, 2022.

Effective January 1st of 2023, each employee, who has less than five (5) years of service on January 1st of 2023, will be paid the California State Minimum Wage Rate effective on January 1, 2023.

Effective January 1st of 2024, each employee, who has less than five (5) years of service on January 1st of 2024, will be paid the California State Minimum Wage Rate effective on January 1, 2024.

Effective January 1st of 2025, each employee, who has less than five (5) years of service on January 1st of 2025, will be paid the California State Minimum Wage Rate effective on January 1, 2025.

*If the California State minimum wage rate does not increase on January 1, 2023, January 1, 2024, or January 1, 2025, all employees shall receive a three percent (3%) wage increase.

- Section 2. No employee shall be paid less than the starting rates of pay for their respective job classification.
- Section 3. Any employee who works in a higher classification for a minimum of two (2) hours shall receive the rate of that classification for the hours so worked. An employee temporarily assigned to work in a lower paid classification shall retain his/her rate. Such work will be assigned as determined by management.
- Section 4. All employees shall be compensated at their regular rate of pay for any training required by the Employer.
- Section 5. Employees shall be paid in accordance with the Employers payroll system. The Employer will notify the Union at least sixty (60) days before any change is made.
- Section 6. Wages shall be paid by check, direct deposit or electronic money card, as determined by the Employer, subject to applicable law.
- Section 7. If the Employer institutes a new job title, the Union may request a change in the wage rate for such job title in accordance with the provisions of Article 1 - Recognition.
- Section 8. 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.

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

- Section 9. Relief Lead Pay: Effective upon ratification of this Agreement, employee(s) temporarily 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(s) will not receive this pay when they are not working as a relief lead.

ARTICLE 17 – INSURANCE

- Section 1. The employees shall continue to participate in the health and welfare benefits plans they currently participate in which are being provided by the client. The employees shall be subject to all existing and future terms and conditions of the client's benefits plans.

Employee contributions for health and welfare benefits shall remain at the current level of thirty percent (30%) of the client's applicable monthly premium(s) or as required by law.

Premiums for benefits may be unilaterally adjusted by the client in accordance with the client's policies and practices regarding the client's benefits plans.

By agreeing to participate in the client's plans, the Union agrees that any dispute, grievance, question or controversy concerning the interpretation or application of the client's 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 client has reserved the right to unilaterally amend, modify or terminate its benefits plans, in whole or in part. The Employer shall not be required to bargain with the Union over any and all amendments or modifications to the benefits plans made by the client. 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.

In the event that the client terminates the benefits plans or terminates the Employer's ability to participate in its benefits plans, the following shall apply. The employees shall transition, as soon as administratively possible, to the Employer's Standard Benefits plans, and the following provisions shall apply:

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

Section 2. 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 3. 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, or Military (USERRA).

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. 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 4. Contributions. Employee contributions for benefits will be at the standard Sodexo rates, and are subject to change from time to time in accordance with changes made for all Sodexo employees or as required by law. Employee contributions for the Medical Plan shall be based on the Employer's Standard EE rate sheet.
- Section 5. 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. Employee contributions for the Dental Plan shall be based on the Employer's DEN0 rate sheet.
- Section 6. 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 7. Disability Insurance. The Employer shall provide Short-Term and Long-Term Disability in accordance with the Standard Benefits Plans.
- Section 8. 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 9. 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 18 – 401K AND EMPLOYEE STOCK PURCHASE PLAN

- Section 1. The Employer will provide a 401(k) Plan and match employee's contribution of \$.50 on \$1.00, up to 6%. The Employer reserves the right to change the terms and conditions of this plan at any time.
- Section 2. If the Employer offers an Employee Stock Purchase Plan bargaining unit

employees may be eligible to participate subject to, and in accordance with the terms of the plan.

ARTICLE 19 – VACATION

Section 1. Full-time employees will accrue paid vacation time based on their continuous employment with the Employer per the accrual table below. Earned paid vacation time will be available (vested) for use on employee’s employment anniversary date. Vacation leave must be requested and approved with your manager at least three (3) weeks in advance to ensure operational needs are met.

Year of Service	Accrual Rate Per Hour	Annual Maximum Accrual	Accrual Cap
Date of hire but less than 5 years	.03850/hour	80 hours	240 hours
6 years but less than 15 years	.05770/hour	120 hours	240 hours
15 years or more	.07700/hour	160 hours	240 hours

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

Section 2. The annual posting period for vacation requests shall be the month of January for vacations from March 1 through the following February. The Employer will review vacation requests and approve or deny such requests within three (3) weeks following the end of the annual vacation posting period. The Employer shall respond in writing to all vacation requests made during the annual posting period. The Employer will post vacation schedules by the third week in February. An employee may use their seniority to receive preference on vacation time for the vacations requested during the annual posting period.

Section 3. Vacation requests submitted after the annual posting period will be reviewed and either approved or denied within three (3) weeks of the request being submitted. Vacation requests must be made at least three (3) weeks prior to the first day of the requested time off. A copy of the time off request shall be given to the employees at the time of the 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. The Employer will not unreasonably deny an employee’s request to use vacation, with less than three (3) weeks’ notice for a bona fide emergency provided operational needs are met.

Section 4. Unused vacation hours may be carried over from year to year up to a maximum annual cap based on the employee’s years of service set forth in Section 1 of this Article. Employees are required to use vacation hours each year to maintain a maximum accrual cap for the employee’s years of service set forth in Section 1 of this Article. Employees need to manage their vacation hours to remain below the employee’s applicable maximum accrual cap for their respective years of service by calendar year end. Employees with a vested balance above the employee’s respective accrual cap set forth in Section 1 of this Article will forfeit any hours

above the employee's respective accrual cap. In the event the Employer is unable to schedule the employees off, any remaining vested balance of vacation for the given year will be paid to the employee as soon as administratively possible in the month of January the following year.

Section 5. Once a month the Employer shall provide each employee with a summary of vacation hours accrued year-to-date and the number of vacation hours available for use.

ARTICLE 20– HOLIDAYS

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

New Year's Day July 4th

Memorial Day Labor Day

Thanksgiving Day Christmas Day

Martin Luther King's Birthday, President's Day, or Veteran's Day

Section 2. Employee's shall inform their manager, in writing, at least four (4) weeks in advance of their intent to observe one (1) of the three (3) following holidays:

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

An employee may only observe one (1) of the three (3) aforementioned holidays annually.

Section 3. In the event that a full-time employee is required to work on a holiday observed in this Agreement, the employee will be paid for that day at their 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 4. In the event that a full-time employee is not scheduled to work on a holiday observed in this Agreement, the full-time employee shall receive holiday pay for the observed holiday. Holiday pay will be paid at the employee's straight time hour rate times the number of hours the employee is regularly scheduled to work.

Section 5. If a holiday observed in this Agreement, falls during a full-time employee's vacation period, the full-time 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.

ARTICLE 21 - 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. Sick leave accrual begins at

the employee's date of hire; an employee is not eligible to use paid sick leave until the 90th 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 22 – 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, 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. Employees may have the option to utilize their unused vacation for any additional bereavement days approved by the Employer.
- 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 an employee to use reasonable unpaid time off or unused vacation, if available, provided that operational needs are taken into consideration.
- Section 3. Employer reserves the right to request satisfactory proof of death such as a death certificate, obituary, or funeral announcement, and relationship to the employee.

ARTICLE 23 – JURY DUTY

An employee who has completed his/her probationary period and who is required to serve on a jury shall be excused from work during periods up to four (4) weeks duration. The employee who loses work time because of such service will be paid the difference between the jury fee received and his/her regular rate of pay.

ARTICLE 24 – UNIFORMS

- Section 1. Each full-time employee in the bargaining unit, where required, will be supplied with at least five (5) uniforms as required by management. Three (3) uniforms will be supplied within the first month of employment, or when administratively possible, 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, or when administratively possible.
- Section 2. In the event that management initiates a different uniform, the affected employees will be provided the same number of new uniforms as set forth in Section 1 of this Article.
- Section 3. Uniforms will be replaced one-for-one on an as needed basis.
- Section 4. Beginning on January 4, 2021 and annually thereafter, the Employer shall reimburse each employee up to thirty dollars (\$30) per year for one (1) pair of safety shoes provided that the shoes are black, slip resistant, closed toe, closed heel, safety shoes. In order to receive reimbursement, the employee must present the receipt for the shoes purchased to the Employer and the Employer must verify that the shoes purchased are black, slip resistant, closed toe, closed heel, safety shoes.

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 the Employer 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 two (2) bargaining unit employees on the Safety Committee. The bargaining unit Safety Committee members will be selected by the bargaining unit employees. The Employer will select up to two (2) management representatives for the Safety Committee.

ARTICLE 26 - BULLETIN BOARDS

The Employer will provide and install a bulletin board for the exclusive use of the Union in the Environmental Services Department. 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 or the relationship existing between the Employer and the employees, or the Employer's client.

ARTICLE 27 – 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 the work is 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 Post Accident Drug Testing Guidelines annexed to this Agreement as Appendix A.

ARTICLE 28 – MISCELLANEOUS

- Section 1. Any employee shall have the right to review the contents of his/her 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 or utilize temporary agency employees for 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. Whenever possible, the Employer agrees to notify the Union in writing, at least forty-eight (48) hours in advance, of their intent to subcontract work to another company. The notice requirement shall not apply to the utilization of temporary agency employees. 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 two (2) bargaining unit employees to represent the bargaining unit. The Employer will select up to two (2) management representatives for the Labor-Management Committee. Meetings will be held to apprise the Employer of 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 they spend 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) calendar days advance notice.

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 Company may implement a Temporary Transitional Duty program, to provide a temporary, modified work assignment until the employee reaches Maximum Medical Improvement, but in no case longer than ninety (90) calendar days.
- Section 2. Prior to offering a Temporary Transitional Duty assignment to an employee, the Company will give the Union three business days' notice of the proposed position and modifications. If the Union objects to the assignment for good cause, the Company will delay implementation of the proposed assignment for up to five additional business days, during which time the parties will meet (in person or by telephone) to review and attempt to resolve the Union's objections. If the parties are unable to agree, the Company may proceed with the implementation of the assignment and the Union may pursue the matter through the grievance and arbitration procedure.

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

ARTICLE 30 – NO STRIKE/NO LOCKOUT

- Section 1 The Union agrees that there will be no strikes, work stoppages, sympathy strikes, or slowdowns the Employer's operations during the term of this Agreement or any subsequent extension.
- Section 2 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 3 The Employer agrees that it will not lockout employees covered by and during this agreement or any of its subsequent extensions.

ARTICLE 31 – SAVINGS CLAUSE AND COMPLETE AGREEMENT

- 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. The parties acknowledge and agree that during negotiations that resulted in this Agreement, each had the full right and opportunity to make demands and proposals regarding any subject matter related to collective bargaining and that demands or proposals that were or could have been made were not achieved are considered disposed of without agreement.

ARTICLE 32 – DURATION OF AGREEMENT

- Section 1. This Agreement shall be effective as of January 4, 2020, and shall be in force and in effect until midnight, December 31, 2025 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, 2025. The parties may mutually agree to extend the existing agreement, in writing, for a specific time.

IN WITNESS WHEREOF, the parties hereto have, by their authorized representatives, affixed their signatures to this Agreement.

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

Bruce Collier
Bruce Collier (Feb 9, 2021 16:15 PST)

**BRUCE COLLIER
DIRECTOR, LABOR RELATIONS**

2/9/2021

DATE

Eileen S. Kennedy
Eileen S. Kennedy (Feb 10, 2021 13:59 PST)

**EILEEN KENNEDY
CLIENT EXECUTIVE**

2/10/2021

DATE

**OFFICE, PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION (OPEIU) LOCAL 30**


**ANGELA JENSEN
BUSINESS AGENT**

2/9/21
DATE

Marianne Giordanno
**MARIANNE GIORDANNO
EXECUTIVE DIRECTOR & CFO**

2/8/2021
DATE

APPENDIX “A” (Drug/Alcohol Test Implementation Guidelines)

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.

APPENDIX “B” (GRIEVANCE MEDIATION)

The process below is intended to give effect to the Grievance Mediation process set forth in Article 15, Section 2 of the Agreement. The Parties agree that this Appendix is not intended to modify any terms of the Agreement, and the Agreement shall prevail in the event any terms of the Agreement may conflict with the terms of this Appendix.

- Section 1. Attendance at Mediation. The Grievance Mediation may be attended by up to two (2) representatives of the Employer and up to two (2) 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.









Sharp Chula Vista EVS CBA exp 12-31-25

Final Audit Report

2021-02-10

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