

**AGREEMENT**

**BY AND BETWEEN**

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

**AT**

**SHARP GROSSMONT HOSPITAL  
FSD AND EVS DEPARTMENTS**

**AND**

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

**EFFECTIVE DATES:**

**FROM: SEPTEMBER 1, 2015**

**TO: NOVEMBER 30, 2018**



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# AGREEMENT

This Agreement is entered into September 1, 2015, by and between SDH SERVICES WEST, LLC, a subsidiary of Sodexo, Inc. (hereinafter referred to as the “Employer”), 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.

(A) The Employer recognizes the Union 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 Technician, Linen Attendant, Diet Clerk, Patient Service Representative, Food Service Worker I, Food Service Worker II, Cook I, Cook II, Host/Hostess, Grill Cook, Cashier, and Caterer, employed by the Employer at Sharp Grossmont Hospital at 5555 Grossmont Center Drive, La Mesa, CA 91942.

(B) Excluded from the aforesaid bargaining unit are: professional, confidential and managerial employees, buyer, clerical, 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. A part-time employee who is scheduled to work 30 or more hours per week in any consecutive 26 week period shall be converted to full-time status.

## **ARTICLE 2 – UNION SECURITY & CHECK-OFF**

Section 1. Subject to the provisions of the Labor-Management Relations Act of 1947, as amended, it will be a condition of employment hereunder that all employees covered by this Agreement will, on the 30th day following the execution of this agreement, become and remain members of the union throughout their employment by the employer. It will be a condition of employment hereunder that all new employees covered by this Agreement, will, on or after the 30th day following the employees completion of the probationary period with the Employer in the classifications covered hereunder, become and remain members of the Union throughout their employment with the Employer.

Section 2. Any employee who is a member of and/or adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially support labor organizations will not be required to join or financially support the Union as a condition of employment. However any such employee must, in lieu of periodic dues and initiation fees, pay sums equal to such dues and initiation fees to a non-religious charitable fund exempt from taxation under 501 c 3 of Title 26 to be selected by such employees. Any employee making contributions to a charitable fund as defined above must provide to the Union reasonable proof of such contributions such as receipts or cancelled checks.

Section 3. Employees who are required hereunder to maintain membership in the union and fail to do so, and those employees who are required to join the Union and fail to do so, shall upon notice of such fact from the union to the Employer, be terminated.

Section 4. The Employer shall deduct from each Union member's wages the amount of Union dues uniformly 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 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.

Section 6. 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 7. 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. Such deductions shall be made on the same date that employees receive their regular paychecks.

Section 8. Voluntary contribution deducted from employees' paychecks shall be made payable to the J. B. Moss Voice of the Electorate (Vote) fund and forwarded monthly to the Secretary-Treasurer 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.

## **ARTICLE 3 – UNION REPRESENTATION**

Section 1. The Employer agrees that the Union Staff Representatives 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 Union Staff Representative will first give advance notice of his/her intent to visit to the General Manager or his/her designee prior to the visitation and will indicate the employees he/she wishes to contact. The Union Staff Representative will conduct any such visit as expeditiously as possible and only to the extent necessitated by the administration of the Agreement.

Section 2. The Employer agrees to recognize no more than eight (8) employees to act as Stewards. The function of the Steward will be to report to the Union Staff Representative of the Union grievances or alleged infraction of the Agreement, to present grievances to his/her manager, to investigate alleged grievances so that they may be properly presented, and to be present at disciplinary meetings. The Union shall notify the Employer on at least a yearly basis of the names of the employees selected to serve as Stewards.

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

1. Patient Care is not jeopardized.
2. Safety is not jeopardized.
3. Federal, State and Local regulations are not jeopardized.
4. Service commitments can continue to be met.
5. Reasonable attempts have been made to address the situation during a break period.
6. Assigned daily duties can be completed in the allotted time.

## **ARTICLE 4 – BULLETIN BOARDS**

The Employer and the Union agree that the Union will provide and the Employer will install a bulletin board. The Employer agrees to install the bulletin board in an area where notices to employees are customarily posted. Notices being posted on said bulletin board will be limited notices of Union elections and results, meetings, recreational and social affairs, education and job opportunities. Such notices will be signed by a Union Staff Representative. 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.

## **ARTICLE 5 – 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 6 – MUTUAL RESPECT**

Section 1. The Employer, the Union and the employees agree that all dealings between the parties shall be conducted with 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 – NO STRIKE / NO LOCKOUT**

The Union agrees that there will be no strikes, work stoppages, sympathy strikes, or slow-downs 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.

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. The workweek is defined as a seven day period commencing 12:01 am Friday and ending at 12:00 am Thursday. The workday is defined as the twenty-four (24) hour period commencing at 12:01 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.

Section 2. Without limiting the rights granted to it in Article 26, 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. Those employees regularly scheduled to work on weekends may request an occasional weekend off; that request will not be unreasonably denied.

Section 3. The Employer will use its best efforts to post two (2) week schedules one (1) week in advance in all departments covering all bargaining unit employees. Schedules will be posted on Fridays.

Section 4. The Employer will notify an employee of any change to his/her start time, finish time, or days off twenty four (24) hours 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 (1 ½) 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 (1 ½) 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 45 days prior to the effective date of the repeal. Employees working a 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. Payment of overtime shall not be pyramided.



## **ARTICLE 9 – NEW HIRE ORIENTATION**

Section 1. As part of new hire orientation, employees shall receive a copy of the collective bargaining agreement and an introductory letter prepared by the Union approved by the Employer, describing the Union and informing all new hired employees who their Union Stewards are and their 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.

## **ARTICLE 10 – PROBATIONARY PERIOD**

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 save wages.

**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. 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. Wage Grade seniority is defined as the length of service an employee has continuously been employed within a specific wage grade. Wage Grade seniority shall apply in instances of layoff, recall, and vacation preference.

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 one (1) year.

Section 4. An employee's seniority shall be lost when he/she 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 one (1) year 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 wage grade 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 wage grade, 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. If the affected employee has been promoted from one wage grade to another within the twelve (12) months prior to the layoff, that employee shall be able to use his/her bargaining unit seniority to bump the least senior employee in the same or lower wage grade.

Section 7. In the event of the discontinuance of an entire job title, the affected employees shall be able to utilize their bargaining unit seniority to bump the least senior employee in the same or lower rated wage grade, provided s/he has the skill and ability to satisfactorily perform the job. In the event that 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 jobs available, the part-time employee must accept the full-time hours in order to avoid layoff.

Section 8. Recall shall be accomplished in the reverse 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.

## **ARTICLE 12 – JOB POSTINGS**

Section 1. The Employer will post in a visible and acceptable employee work area for seven (7) successive days any vacancy to be filled by the Employer prior to filling the position. Any employee covered by this Agreement who is interested in bidding for the position may do so by completing an internal transfer request form to the Department Manager. When more than one (1) candidate exhibits equal qualifications for the open position, the most senior employee shall be awarded the position. Employees who have been disciplined at a level greater than one counseling within the previous twelve (12) month period, who have been counseled on any matter within the previous six (6) months or who have accepted 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, they shall be returned to their former position, or a comparable open position, at their prior rate of pay.

Section 3. The Employer will provide the job description of a vacant classification to any employee requesting such. The job description for a classification shall include, but is not limited to statements regarding the functions and qualifications for each classification.

## **ARTICLE 13 – HEALTH, WELFARE, RETIREMENT, AND PAID TIME OFF**

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

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

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

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

Section 3. Health Plan. So long as the Employer offers the Standard Benefits Plans in accordance with this Agreement, the Employer shall share with each eligible employee who elects to participate in a Health Plan the cost of the premiums for the plan in which the employee elects to participate. The rate that the Employer and the Employee shall pay is the Standard Sodexo rates.

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

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

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

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

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

Section 8. Waiver. By agreeing to participate in the Employer's Standard Benefits Plans, the Union agrees that any dispute, grievance, question or controversy concerning the interpretation or application of the Standard Benefits Plans shall be determined and resolved in accordance with the procedures set forth in the applicable plan documents and shall not be subject to the grievance and arbitration provisions of this Agreement. The Union further agrees that the Employer, as Plan Sponsor of the Standard Benefits Plans, has reserved the right to unilaterally amend, modify or terminate the Standard Benefits Plans, in whole or in part, without bargaining

with the Union over its decision to take such action. Upon request, the Employer will bargain with respect to the effects of a decision to terminate the Standard Benefits Plans or to amend or modify the Standard Benefits Plans in a manner that has a material adverse effect on the employees. This Section shall continue in effect following the expiration of this Agreement, until expressly terminated or superseded by written agreement of the Employer and the Union. Upon the expiration of this Agreement, either party will, upon request, bargain concerning health and welfare benefits for bargaining unit employees, subject to the provisions of this Section.

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

## **ARTICLE 14 – VACATION**

Section 1. Full-time employees accrue vacation time throughout the year per the accrual table below and are available on or after their employment anniversary date when it becomes vested. Part-time employees are not eligible to accrue vacation time. Vacation leave must be requested and approved with your manager at least three (3) weeks in advance to ensure operational needs are met.

<b>Employment</b>	<b>Accrual Rate Per Hour</b>	<b>Annual Maximum Accrual</b>	<b>Accrual Cap</b>
1 day to 5 years	0.03850/hour	80 hours	240 hours
6 years to 15 years	0.05770/hour	120 hours	240 hours
16 years or more	0.07700/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 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. The Employer will post vacation schedules by March 31. An employee may use seniority to receive preference on vacation time for the vacation during this posting period.

Section 3. Thereafter, vacation is first come first serve provided three (3) weeks' notice is given. Once vacation schedules have been assigned, senior employees shall not have the right to change their vacation schedules to the detriment of any junior employee. A supervisor shall respond in writing within ten (10) days of such request.

Section 4. Effective January 2013, unused vacation hours may be carried over from year to year up to a maximum 240 vested hours. Employees are required to use vacation hours each year to maintain a maximum bank of 240 vested hours. Employees need to manage their vacation hours to remain below the maximum 240 vested hours by calendar year end. Employees with a vested balance above 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 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 total vested vacation hours.

## **ARTICLE 15 – SICK LEAVE**

Section 1. Sick Leave. Regular full-time employees are entitled to paid time off through their Sick Leave when absent on scheduled work days because of personal illness or injury.

Section 2. Accrual. Employees begin accruing Sick Leave upon hire, with sick leave hours available for use after six (6) months of employment. Sick leave can be accrued up to a maximum accrual of three hundred twenty (320) hours. Employees will be paid for all current sick leave in excess of three hundred and twenty (320) hours on a monthly basis.

Sick Leave Accrual Chart

<b>Employment</b>	<b>Accrual Per Hour Worked</b>	<b>Annual Maximum Accrual</b>	<b>Accrual Cap</b>
Date of hire to 10 years	0.0231/hour	48 hours (6 days)	320 hours (40 days)
11 years and above	0.0308/hour	64 hours (8 days)	320 hours (40 days)

Section 3. The Employer shall provide each employee every four (4) weeks a summary of sick leave hours accrued year-to-date and total sick leave hours accrued.

Section 4. Use of Sick Leave. Eligible employees can use vested sick leave hours for absences due to personal illness or injury. Sick leave is applied on the first day of the employee's absence.

Section 5. The Employer discourages employees from coming to work with disabling, compromising or contagious personal conditions that would adversely affect their work, or the health and safety of others. Employees who report to work in such conditions, or show health condition changes in this manner during a work shift, may be required to leave work and provide medical substantiation of their fitness to return to work. Employees in Food Services shall not be allowed to work when it is known they currently have, or recently have been exposed to any pathogens that can compromise the safety of food.

Section 6. Sick leave is not a vested benefit and is not paid out in cash at termination.

Section 7. Federal Family Medical Leave Act/ California Family Rights Act. The Employer will comply with the provisions of the California Family Right Act, as amended, and with the provisions of the Federal and Family Medical Leave Act of 1993, as amended.

## **ARTICLE 16 – 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 17 – HOLIDAYS**

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

New Year’s Day	July 4th
MLK’s Birthday or President’s Day	Labor Day
Memorial Day	Thanksgiving Day
Christmas Day	

Section 2. In addition, each full-time employee shall receive one (1) floating holiday annually. As of December 1, 2016, each full time employee who has eleven (11) years of service shall receive a second floating holiday.

Section 3. In the event an employee is required to work on Thanksgiving Day, Christmas Day or New Year’s Day, s/he will be paid for that day at the rate of one and one-half (1 ½) times the regular rate of pay. In addition, the employee will be scheduled for another mutually agreed upon day off within sixty (60) days. If another day off is not scheduled within sixty (60) days, the employee will be paid his/her regular rate of pay times the number of hours regularly scheduled for that day.

Section 4. In the event an employee is required to work on a holiday other than Thanksgiving, Christmas, or New Year’s Day, s/he will be paid for that day at the regular rate of pay, and will be scheduled for another mutually agreed upon day off within sixty (60) days. If another day off is not scheduled within sixty (60) days, the employee will be paid his regular rate of pay times the number of hours regularly scheduled for that day.

Section 5. Payment for holidays shall be based on an employee’s regularly scheduled hours and regular rate of pay.

Section 6. Holidays that fall during a vacation period shall be paid on the day of the holiday is observed and shall be recorded as a holiday and not a vacation day.

Section 7. Employees scheduled off on a holiday must work their scheduled day before and their scheduled day after the holiday in order to be paid for the holiday, unless they are on jury duty or bereavement leave.

## **ARTICLE 18 – BEREAVEMENT**

Section 1. An Employee may be absent from scheduled work with pay for up to three (3) consecutive days 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, step-child, step-parent and child.

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. The Employer reserves the right to request a death certificate and proof of relationship.

## **ARTICLE 19 – 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 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. The 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, 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.

## **ARTICLE 22 – 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 with five (5) new uniforms within 6 months of the uniform change. Employees may continue to wear previously issued uniforms until the full 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 cause.

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: counseling, written warning, suspension and termination.

Section 3. Employees will be subject to immediate discharge for stealing, drinking 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 company property, and willful misconduct.

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.

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. An employee shall be permitted to have a Steward of his or her choice attend any meeting with the Employer, or its agents, where the meeting is for the purpose of investigating alleged misconduct by the employee that might be the basis for, or which may result in, discharge, suspension or other disciplinary action. If the employee indicates that he/she wants a Steward to be present, the disciplinary meeting shall be postponed for up to four (4) so that the employee-selected Steward can attend the meeting. If the meeting is for suspension or suspension with intent to discharge, a Steward, or other bargaining unit employee chosen by the affected employee, shall be asked to attend in a witness capacity only.



## **ARTICLE 24 – 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:

**Step 1** - Within ten (10) working days of an Employee having a dispute or complaint, the Employee shall discuss it with his/her immediate supervisor/manager. The supervisor/manager shall provide a response to the Employee within ten (10) working days of the discussion.

**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 twenty (20) working days of the date of the initial dispute or complaint, be presented in Step 2. When grievances are presented in Step 2, they shall be reduced to writing, signed by the grievant and his/her Union representative, and presented to the grievant's Department/General Manager or his/her designee. A grievance so presented in Step 2 shall be answered by the General Manager or his/her designee 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 his/her designee, and he/she or his/her designee shall render a decision in writing within ten (10) working days after the presentation of the grievance in this step.

**Step 4** - If the grievance is not settled in Step 3, the grievance may, within thirty (30) working days after completion of Step 3 of the grievance procedure, be referred for arbitration. Either party may request that the American Arbitration Association submit a panel of seven (7) arbitrators. Each party will alternately strike one (1) name until an arbitrator is selected. The fees and expenses shall be born equally by the parties. The arbitrator shall not have the right to alter the Agreement, but may merely rule on the facts presented during the arbitration.

**Section 2.** 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 from time to time, 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 eight (8) bargaining unit members on the Safety Committee. They will be elected by the employees. An appointed employee will provide Management with a list of the safety committee members on a yearly basis.

## **ARTICLE 26 – 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 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 48 hours in advance of subcontracting. 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 meetings will be held at a mutually agreeable time and date on a quarterly basis, provided that one party has submitted an agenda to the other party at least 48 hours in advance of the date proposed. The Union may designate four employees (two from EVS and two from FANS) to represent the bargaining unit. Meetings will be held to apprise the other of problems, concerns, and suggestions related to the operations and the work force, all with the aim of promoting better understanding between the parties. 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. Courtesy. The Employer and the Union agree to encourage all employees and managers/supervisors, regardless of position or profession, to behave in a professional, courteous and respectful manner when such individuals interact with fellow employees, patients and the public

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

## **ARTICLE 27 – 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 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 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 29 – 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:

Section 1. To determine the processes or operations.

Section 2. To assign work to such employees in accordance with the requirements determined by Management.

Section 3. To establish and change work schedules and assignments.

Section 4. To maintain order and efficiency.

Section 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 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 30 – 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 31 – WAGES

Increases will be provided each year on December 1<sup>st</sup> (in the pay period closest to this date) for all employees beginning December 1, 2015.

This obligation shall not continue beyond the expiration of the collective bargaining agreement.

### Salary Increases

Effective **December 1, 2015** all bargaining unit employees will receive wage increases as follows:

- Employees at the minimum wage in Grade 3 will receive an increase of .31 per hour
- Employees in all other levels and grades will receive an increase of .20 per hour

Effective **December 1, 2016** all employees in all levels and grades will receive an increase of 2%

Effective **December 1, 2017** all employees in all levels and grades will receive an increase of 2%

### Wage Rate Ranges

<u>Grade</u>	<u>Job Title</u>	<u>Eff 12/1/15</u>	<u>Eff 12/1/16</u>	<u>Eff 12/1/17</u>
3	EVS I FSW I Linen Attendant	\$10.00 - \$17.91	\$10.20 - \$18.27	\$10.40 - \$18.27
4	FSW II PSR EVS II Floor Tech	\$10.81 - \$18.99	\$11.02 - \$19.37	\$11.24 - \$19.37
5	Diet Clerk Cook I Cashier Host/ Hostess Lead Station Attendant	\$11.72 - \$20.25	\$11.95 - \$20.66	\$12.19 - \$20.66
6	Cook II	\$12.69 - \$21.32	\$12.94 - \$21.75	\$13.20 - \$21.75

No employee shall be hired below the minimum effective wage rate for his/her wage grade/classification. Employees who were employed prior to the effective date of this Agreement and whose wage rate is above the maximum range of their wage grade shall maintain their current wage rate for the duration of this Agreement.

### **Lump Sum Merit Awards**

- (A) Eligibility: Full time and part time employees who are receiving an hourly wage rate at or above the maximum of the applicable wage range for their wage grade/classification are eligible for an annual lump sum merit award.
- (B) Timing: Subject to the eligibility requirements set forth in Paragraph (A), employees will be considered for a lump sum award.
- (C) On the Employee's anniversary date the negotiated increase will be applied to the Employees base rate up to the maximum provided in that grade. Any amount remaining for the negotiated increase will be applied in a one-time lump sum payment.

### **Leads Compensation**

Any employee holding the title of Lead will continue to receive a \$2.00 per hour differential. In the event a bargaining unit employee either voluntarily or involuntarily loses the title of lead, they will no longer be eligible for the differential.

### **Temporary Work In A Higher Wage Grade/Classification**

An employee, when required by the Employer to work in a higher wage grade/classification, shall be paid the difference between the minimum wage grade rate the employee normally works and the minimum wage grade rate to which the employee is being assigned to work.

### **New Job Titles**

If the Employer institutes a new job title, or substantially modifies an existing job title, the Union may request a change in the wage grade for such job title in accordance with the provisions of Article 1 - Recognition.

### **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 p.m. – 11 p.m.	\$0.50 per hour
11 p.m. – 7 a.m.	\$1.00 per hour

### **Promotional Pay**

**Employees who are promoted to a position in a higher pay range shall be provided an increase of at least eighty (80) cents per hour.**

## **ARTICLE 32 – DURATION**

This Agreement shall be effective as of September 1, 2015 and shall be in force and effect until midnight, November 30, 2018 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 August 31, 2015. The parties may mutually agree to extend the existing agreement, in writing, for a specified time.





# 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.