

AGREEMENT

BY AND BETWEEN

**SDH EDUCATION WEST, LLC, a subsidiary of
SODEXO INC.**

AT

**EAST AURORA SCHOOL DISTRICT 131
810 CHURCH ROAD, AURORA, IL 60505**

and

**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 1**

EFFECTIVE DATES:

FROM: JANUARY 1, 2022

TO: DECEMBER 31, 2024

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PREAMBLE

Section 1. This AGREEMENT made and entered into, by and between SDH Education West, LLC, a subsidiary of Sodexo Inc., East Aurora School District 131, 810 Church Road, Aurora, IL 60505 (“Employer” or the “Company”), and Service Employees International Union Local 1 (“Union”), is for the purpose of providing a clear and concise document by which the parties can equitably establish a relationship within the meaning of the National Labor Relations Act.

Section 2. The Employer and the Union share a common goal of fostering an amicable and collaborative relationship that will directly facilitate the delivery of efficient, high quality services to the Employer’s clients and customers at competitive costs by employees who enjoy reasonable wages, benefits, and working conditions. Accordingly, the Employer and the Union recognize that it is the best interest of both parties and the employees that mutual responsibility and respect characterize all dealings between them. The Employer and the Union representatives at all levels will apply the terms of this Agreement fairly in accordance with its intent and meaning and consistent with the Union’s status as exclusive bargaining representative of all employees, as defined in Article 1 and the Employer’s right to manage the business profitably.

ARTICLE 1 – RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative with respect to salaries, hours of employment and other conditions of employment for all full-time and regular part-time employees at SDH Education West, LLC, a subsidiary of Sodexo Inc., East Aurora School District 131, 810 Church Road, Aurora, IL 60505 in the classifications identified in Appendix A. Excluded from the bargaining unit shall be employees in classifications not identified in Appendix A, managers, confidential and clerical employees, professional employees, active students of the client or students employed as part of a vocational training program, casual/substitute employees, temporary employees, supervisors, and guards as defined in the National Labor Relations Act.

ARTICLE 2 – DEFINITIONS

Section 1. Full-Time Employee: A “full-time employee” is one who regularly works 30 or more hours per week.

Section 2. Part-Time Employee: A “part-time employee” is one who regularly works less than 30 hours per week.

Section 3. Casual Employee: A “casual employee” is one who is scheduled to work on an as needed, non-regular basis. A casual employee who works 20 or more hours per week for seven out of a 13 week period shall be reclassified as a regular employee.

Section 4. Temporary Employee: A “temporary employee” is one who is hired for a specific reason or length of time period, not to exceed 90 calendar days.

Section 5. Working Day/Days: When used to define time limits for notices, meetings, postings, and the Grievance and Arbitration process, “working day” means Monday through Friday, exclusive of fixed holidays under this Agreement and days on which the unit is closed.

ARTICLE 3 – RESPECT AND DIGNITY

Section 1. The Employer and Union agree that each employee and supervisory

representative of the Employer shall be treated with dignity and respect. Verbal abuse, threats, or harassment, including sexual harassment, by employees, managers or supervisors towards each other will not be tolerated. Discipline shall be handled in a professional manner.

ARTICLE 4 – NON-DISCRIMINATION

Section 1. The Employer and the Union agree that neither of them will discriminate against or harass any of the Employer's employees because of the employee's race, color, religion, sex, sexual orientation, age, national origin, disability, veteran status or any other personal characteristic that is protected by applicable law. The Employer and the Union also agree that neither of them will retaliate against any of the Employer's employees who complain of discrimination or harassment or who participate in an investigation regarding discrimination or harassment.

The Employer and the Union agree that each bargaining unit member is also obligated not to discriminate, harass, or retaliate based on any of the protected characteristics described above against any other employee or anyone with whom the employee has contact on the Employer's and/or client's premises during the course of the employee's workday.

Section 2. Gender. The use of pronouns "he" or "she" and the suffixes "men" or "women" shall not be interpreted to refer to members of only one sex, but shall apply to members of either sex.

Section 3. Americans with Disabilities Act. This Agreement shall be interpreted to permit the reasonable accommodation of disabled persons as required by state and/or federal law, including the Americans with Disabilities Act (ADA). In the event such conflicting accommodation is permitted only if required to comply with said laws, the parties, at either's request, shall meet to discuss the proposed accommodation. The parties agree that any accommodation made by the Employer with the respect to job duties or any other term or condition of employment shall not in any way become applicable to any other individual, class or group of employees, but shall apply only to the person or persons accommodated in the particular situation. The fact that such person or persons was accommodated, and the manner and method of such accommodation, shall be without precedent and, therefore, may not be used or relied upon by any person for any purpose at any time in the future.

Section 4. Ethnic Diversity and Cultural Issues. The parties recognize the importance of creating an inclusive workplace where employees of diverse backgrounds can work and communicate effectively and have agreed to measures as set forth in Appendix B.

ARTICLE 5 – MANAGEMENT'S RIGHTS

Section 1. The Union recognizes the right of the Employer to operate and manage its business. All rights, functions, prerogatives, and discretions of the management of the Employer, formerly exercised, potentially exercised or otherwise, are vested exclusively with the Employer, except only to the extent that such rights are specifically and explicitly modified by the express provisions of this Agreement.

Section 2. Except as modified by this Agreement, the Employer's right to manage its business shall include, but not be limited to, the right to hire, promote, demote, transfer, assign, and direct its work force; to discipline, suspend, or discharge; to retire or relieve employees from duty because of lack of work or other legitimate reasons; to determine and require standards of performance and to maintain discipline, order and efficiency; to determine operating standards, operational and other policies; to determine methods and procedures; to determine the quantity

and type of equipment to be used; to increase or decrease the work force; to determine the number of departments and employees therein, and the work performed by them; to determine processes to be employed in the work place; to determine the number of hours per day or week individuals work and operations that shall be carried on; to establish and change work schedules, hours and assignments; to subcontract as long as it does not result in the layoff or displacement of employees, except in cases of significant mechanical breakdown, fire, or flood; to discontinue or relocate any portion or all of the operations now or in the future that are carried on at the facility covered by this Agreement; to schedule hours of work, including overtime; to add shifts or terminate existing shifts in accordance with customer need; to determine job content and classifications required; and to make and enforce all rules relating to work, operations, and safety.

ARTICLE 6 – UNION MEMBERSHIP

Section 1. Good standing membership in the Union shall be a condition of employment with the Employer for all bargaining unit employees who have such membership on the date of execution of this Agreement; it shall also be a condition of employment with the Employer for all other bargaining unit employees on and after the 30th day following the execution or effective date of this Agreement, or on or after the 30th day following the beginning of their employment, whichever is the later. If the foregoing is prohibited by law, then at the corresponding time all employees shall be required as a condition of employment (unless prohibited by law) to pay to the Union a service charge to reimburse it for the cost of negotiating and administering this agreement.

Section 2. Good standing membership in the Union for purposes of this Article means such membership in the Union through membership in Service Employees International Union (SEIU) Local 1.

Section 3. In the event that Section 1 may not be lawfully applied, all employees shall be informed by the Employer of the existence of this Agreement. The parties agree that the following Joint Statement shall be read or provided to employees at new employee orientation and posted in the workplace: “All employees of SDH Education West, LLC, a subsidiary of Sodexo Inc. at East Aurora School District 131 are covered under a collective bargaining agreement between SDH Education West, LLC, a subsidiary of Sodexo Inc. and Service Employees International Union (SEIU) Local 1. Sodexo is neutral on the subject of employees’ decision to join or not join the Union. No employee shall be discriminated against for either joining or not joining the Union. More information and a copy of the Union Contract can be obtained by calling the Union Office at 1-312-233-8880.

Section 4. To simplify the Employer’s and the Union’s administration of this Section, the Employer shall upon the hiring of new employees provide each employee an application for Union membership and dues check-off authorization form. The Employer shall remit the completed forms to the Union monthly. Union representative will be notified electronically within five (5) days after the first scheduled work day of any newly hired employee. All new employees shall be entitled to receive an unpaid 15-minute orientation provided by the Union.

Section 5. The Union Chief Steward, or their designee, shall be released from duties with no loss of pay for no more than four hours each month in order to speak with or meet with a Union Representative or bargaining unit employees under this Collective Bargaining Agreement for purposes of training and contract administration. Scheduling of such release time will be subject to management approval, which shall not be unreasonably denied.

ARTICLE 7– 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 monthly Union dues as certified to the Employer by the Secretary/Treasurer of the Union, in accordance with the Employer's payroll system.

Section 2. The Employer shall remit each month to the Union, the amount of deductions made for that particular month including initiation fees, reinstatement fees, membership dues, and arrears, together with a list of employees with their social security numbers, date of hire or termination, work location, home address, personal e-mail address (if known), home and mobile telephone numbers (if known), hourly rate of pay, Union enrollment status, itemized deductions, and arrearages per payroll period or month. The list will indicate all official personnel actions that result in a change in status of bargaining unit members, including new hires, terminations, leaves of absence, and layoffs. The remittance shall be forwarded not later than the 25th of the month following the month in which deductions are made. The list will be provided in Microsoft Excel or compatible format, or an alternate agreed-upon format, and transmitted electronically.

Section 3. The Employer's obligation is limited solely to making the authorized deduction and such obligation shall cease at the time the employee is terminated or laid off for lack of work, including summer layoffs.

Section 4. The Union shall hold harmless the Employer from any and all claims that may arise out of the Employer's compliance with this Article.

Section 5. COPE Check-off. The Company agrees to deduct and transmit to SEIU Local 1, on a monthly basis, contributions to SEIU COPE deducted from the wages of employees who voluntarily authorize such deductions on the forms provided for that purpose by the Union. These transmittals shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each employee.

Section 6. Alternate Methods of Dues Deductions. The Employer agrees to honor individual authorizations presented by the Union, in a format that is compatible with the Employer's system, for dues deductions and voluntary deductions such as COPE contributions, including alternate forms of authorization in addition to signed membership forms, provided that such authorizations are allowable under state and federal law and clearly indicate the intent of individual employees. The Union shall provide at least ninety (90) days advance notice of any proposed modifications.

ARTICLE 8 – BARGAINING UNIT WORK

Section 1. Supervisors will not perform bargaining unit work except as traditionally has been performed or when there are no unit employees to perform the work needed, or when such is necessary for legitimate and immediate needs or for the instruction of personnel. In no case shall supervisors or non-bargaining unit workers be utilized to erode the bargaining unit.

Section 2. The Employer will make efforts to limit the hiring of temporary agency employees; however there may be circumstances when the use of temporary agency employees is necessary. The use of temporary agency employees shall not permanently displace regular bargaining unit employees nor deprive bargaining unit employees of opportunities for overtime.

ARTICLE 9 – LABOR-MANAGEMENT COMMITTEE

The Employer and Union agree that there shall be a Labor-Management Committee consisting of no more than four individuals from each party, depending on unit size. Committee members shall be designated, in writing, by each party to the other. Meetings will be held at mutually agreeable times and places so as to apprise the other of problems, concerns, and suggestions related to the operations and the work force, all with the aim of promoting better understanding between the parties. Meetings will be held within fifteen (15) days after either party so requests, but not more than one time each month during the academic year. A written agenda shall be established for each meeting. Such meetings shall not be construed as opening the Agreement for negotiations, nor shall any subject matter at the meetings constitute a step in the grievance procedure. Employees shall be paid at their regular hourly rate for time spent at Labor-Management Committee meetings.

ARTICLE 10 – SAFETY

Section 1. The Employer is responsible for maintaining a safe working environment and shall supply all safety devices and equipment required by law.

Section 2. A Joint Safety and Health Committee ("Committee") will be established. The committee will be composed of up to three (3) members of the bargaining unit selected by the Union and up to three (3) members of management selected by the Employer, the actual size of which shall be mutually agreed upon based upon considerations of the size and complexity of the unit. The Committee shall be organized to provide assistance in identifying and eliminating potential safety hazards throughout the facility. The Employer will coordinate the meetings of the Committee. This Committee will meet monthly during the academic year. The Employer will consider all of the recommendations from the Committee in good faith. Employees shall be paid at their regular hourly rate for time spent at health and safety committee meetings.

Section 3: Protective Equipment. The Employer shall make available appropriate personal protective equipment at no cost to the employee. If an employee destroys or damages the protective equipment provided to the employee, or loses the equipment where a secure space for storage has been provided, the employee will be responsible for the cost of replacement. Employees shall not be responsible for the cost of replacement for protective equipment that is replaced as a result of normal wear and tear, regularly scheduled replacement, or replacement resulting from circumstances beyond the employee's control.

ARTICLE 11 – ALCOHOL AND DRUG ABUSE POLICY

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

Section 2. The Employer may implement a drug and alcohol testing policy, which includes testing for reasonable cause, testing in conjunction with an accident or injury, and pre-employment testing.

Section 3. Employees subjected to testing shall be compensated at their normal hourly rate for all hours spent in connection with testing. The Employer shall be responsible for the cost of testing.

ARTICLE 12 – VISITATION

Section 1. This Article provides a Union visitation process that will ensure the proper balance between operations and the accredited representative visitation to the Employer's public and private business areas for the purposes of conferring with the Employer and the Union Steward and monitoring the administration of this Agreement. Management can withhold access to the premises for legitimate reasons. However, access will not be unreasonably withheld.

Section 2. An authorized representative of the Union will make reasonable attempts to notify the General Manager or authorized designee in advance of arriving on the Employer's or client's premises of their desire to visit. Upon arrival on the Employer's or client's premises, the Union accredited representative will notify the General Manager or authorized designee, in person, of his/her presence prior to speaking to any employee. At that time, the General Manager or authorized designee will inform the Union accredited representative if there are any business reasons for limiting the Union's visitation with employees or visiting the premises. Such visitation shall not interfere with the work of the employees or the service to the customers of the Employer and will follow the client's security regulations.

ARTICLE 13 – UNION STEWARDS

Section 1. The number of Union Stewards is set forth in Section 2. The Union shall advise the Employer in writing of the names of Union Stewards. One Union Steward shall participate in each grievance procedure. Union Stewards, unless the Steward is the grievant, shall be recognized by the Employer as representatives of the employees for the purposes of enforcing this Agreement, and shall generally act as representatives of the Union on the job.

Section 2. There shall be three (3) Union stewards and one (1) alternate. There shall be one (1) steward for the middle schools. There shall be two (2) stewards for the high school/alternative. Any steward shall be allowed to represent any members if there is not a steward present at their location.

Section 3. The Union shall appoint one (1) of the stewards as a "Chief" steward.

Section 4. A Steward may request to be released from his/her regular duties to investigate grievances on Employer time. Requests to conduct such investigations shall not be unreasonably withheld. The Steward shall contact his/her supervisor in advance to determine a time when such investigation will not interfere with the Steward's work and the work of the person with whom the Steward wants to meet.

Section 5. No Steward shall have any authority to order or cause any strike, slowdown, or cessation of work, and the Steward shall not interfere with the Manager in the Manager's running of the Unit.

Section 6. The Union Stewards will be considered the most senior employee for the purpose of layoff and recall only.

Section 7. If the overall number of bargaining unit employees—either in the total unit, on a specific shift, or in a specific work area—changes significantly, the Parties will meet to discuss the number of Stewards.

Section 8. Upon the Union's request and subject to the Employer's business requirements, Union members serving as stewards or alternate stewards under this contract shall be granted

special training leaves to attend group trainings provided by the Union. The size of the group attending such training will be subject to business needs of the Employer but shall not be less than half the number of stewards provided for in this contract, and the time period for such group training leave shall not exceed two days in any month or four days in any year. Such leaves will be unpaid and will not adversely affect an employee's seniority or benefits. The Union will work with the Employer to schedule such training in a manner that minimizes the impact of the attendees' absence on the Employer's business, and will provide the Employer with as much notice as is practicable, which in any event shall not be less than five working days.

ARTICLE 14 – SENIORITY

Section 1. “Employer Seniority” shall be defined as the employee’s length of continuous service with the Company as measured from the employee’s record date of hire by the Employer in the operation covered by this agreement. “Employer Seniority” for any employee who transfers into the unit after the effective date of this Agreement shall be defined as the employee’s length of continuous service as measured from the employee’s most recent date of hire by the Employer, provided that such date of hire shall not pre-date any break in service occurring before the transfer. “Classification Seniority” shall be defined as the employee’s length of continuous service within his/her classification as measured from the date the employee first entered the classification at this unit.

Employer Seniority will be used for determining vacation eligibility. Classification Seniority will be used for purposes of layoff, recall, vacation scheduling, shift preference, overtime, and job bidding, except to the extent specifically provided otherwise in the following Articles: Job Posting (Article 16), Lay Off and Recall (Article 17), Hours of Work and Overtime (Article 23), and Vacation (Article 28).

In the event two (2) or more employees are hired on the same day their seniority shall be decided by a mutually agreed lottery of those employees.

Section 2. The Employer shall furnish to the Union, upon its request, a copy of an up-to-date seniority list at the start of every contract year which shall include the name and address of each employee along with their most recent job title, noting any who have quit and any who are on leave of absence.

Section 3. Continuous employment shall be broken for any of the following reason. If such continuous service is broken, the employee shall be considered a new employee for all purposes, if and when rehired:

- a) Resignation or other voluntary termination of employment.
- b) Discharge for just cause.
- c) Absence of three (3) consecutive days without notice to the Employer.
- d) Failure to return to work within ten (10) working days after the Employer gives the employee written notice to return to work, and failure to notify the Employer of their intentions to return to work within five (5) working days after such notice is given. Such notice shall be deemed to have been sufficiently given if sent to the employee by a reliable, documented, means to the last address furnished by the employee to management.

e) Layoff without recall after a period of one (1) year from the date of layoff, or for a period equal to the employee's length of service, whichever is shorter.

f) Working during a leave of absence, except for work in conjunction with a leave for Union business.

g) Any absence beyond an authorized leave of absence.

ARTICLE 15 – PROBATION

Newly hired employees shall be deemed to be probationary during their first thirty (30) calendar days. The Employer may extend the probationary period for an additional thirty (30) calendar days. Days lost from work during the thirty (30) or sixty (60) calendar day probation period shall not be considered in computing the thirty (30) or sixty (60) day calendar period and shall not break the continuous employment. Notice of probation period extension shall be sent to the Union within five (5) working days of starting the extension period. During the probation period, an employee may be terminated in the sole discretion of the Employer without recourse to this Agreement. Unless otherwise provided in this Agreement, a probationary employee is not eligible for any benefits set forth in this Agreement.

ARTICLE 16 – JOB POSTING

Section 1. Any new position or vacancy as determined by management shall be posted on the bulletin boards that the employees read from, for not less than five (5) consecutive working days. Persons shall apply for the posted vacancies by sending a written request to the Unit Manager. All employees who are on layoff when an opening occurs shall be notified of the opening by mail at the last known address on file with the Employer. Requests for consideration from qualified employees on layoff must be received in writing within seven (7) calendar days of the mailing of the posting to the employee's home. The Employer will make every effort to conduct interviews within 10 working days of the closing of the posting.

Section 2. The posting shall contain the minimum qualifications, skill requirements, work year, work schedule, wages, and job description (which shall include the core tasks and work station name) for the posted position. Copies of all postings shall be given to the Chief Steward on site or faxed to the Union office. Copies of completed postings shall be given to the Chief Steward or faxed to the Union office within ten (10) working days of the bid award.

Section 3. All such vacancies shall, as determined by management, be filled by awarding the position to the most senior qualified employee who bids for that position and has not been awarded a position within the last six (6) months. Employees will be transferred or promoted in accordance with their seniority, provided they have the necessary ability and experience and can meet the job description requirements. For purposes of this section, "seniority" shall mean Employer Seniority accrued at this unit.

Openings to which internal employees are to be transferred or promoted will be filled in a maximum of two (2) weeks, if possible. Vacancies resulting from the initial job posting shall be filled as provided in this Article up to a maximum of three postings.

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

Section 4. If there are no qualified bidders in accordance with the preceding Sections, the Employer shall open the bidding to employees who have been awarded a position within the last

six (6) months, provided they are qualified as stated in Section 3. If there are still no qualified bidders, the Employer shall have the right to go to the outside to fill the position.

Section 5. Any employee filling a job classification covered by this Agreement from a lower-paid classification shall be on a trial period for the first twenty (20) days worked in the new classification. If at any time during such trial period the Employer determines that the employee cannot meet the job requirements, the Employer may return the employee to that employee's former position. The employee so returned shall not suffer any loss of seniority. The decision to return the employee to their former position shall not be subject to any progressive discipline procedure.

Section 6. There shall be no restrictions on temporary or lateral transfers or transfers into a lower paying classification, as long as the Employer maintains the employee's current rate of pay. Whenever an employee is transferred to a lower paying job for their convenience (for example in lieu of layoff, bid on a lower paying job, etc.), the employee shall be paid the rate of the job immediately. To determine the rate of pay, the employee shall receive the greater of either the starting rate as identified in Appendix A for their new classification, or their current rate of pay shall be adjusted by an amount equal to the difference of the starting rates in Appendix A of the two (2) classifications.

Section 7. Any employee who receives a promotion to a higher classification shall receive \$0.25 per hour above the employee's current rate of pay or the starting rate of that higher classification, whichever is greater.

ARTICLE 17 – LAYOFF AND RECALL

Section 1. In the event the Employer finds it necessary to lay off employees due to lack of work, such layoffs shall be on the basis of the employee's Classification Seniority with the Employer. The employee with the least seniority in the classification affected shall be the first to be laid off.

Section 2. Employees shall be given fourteen (14) calendar days' notice, if possible, in cases of layoff.

Section 3. Laid off employees shall be given preference in reemployment if qualified. In the event of recall, employees shall be recalled in the reverse order of the layoff.

Section 4. The affected employee(s) may exercise one of the following options:

a) The employee may bump the least senior employee in the same or lower pay grade within their respective classification, or the employee may bump the least senior employee in his or her former classification if his or her seniority in the former classification exceeds that of the least senior employee in that classification.

b) The affected employee(s) may opt to fill a vacancy in their own or lower pay grade in any classification if, in the Employer's opinion, they are qualified and have the ability to perform within that classification.

c) Employee(s) who have been laid off or displaced shall have the right of recall to any former job classification or any other job classification for which they are minimally qualified in their own or lower pay rate.

d) When work becomes available in that employee's classification from which they were laid off or displaced, they will be recalled in reverse order of their layoff or displacement.

e) For the purposes of recall notification the Employer shall notify the employee by a reliable, documented, means at the last known address supplied by the employee. Employees must notify the Employer within five (5) working days of the date the message was received of their intent to report to work after notification. Employees shall report to work within three (3) working days after indicating their willingness to be reinstated.

ARTICLE 18 – LEAVES OF ABSENCE

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

Section 2. In the event an employee is hired or appointed to short-term employment with the Union, the employee shall be allowed to take leave, subject to the Employer's legitimate business needs. The Employee shall give a minimum of fourteen (14) calendar days' notice of such request. Such leave shall not exceed ninety (90) calendar days during the academic year. No more than one (1) employee 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.

Section 3. An employee who enters the armed forces of the United States, or is called to active duty or military training, will be granted an unpaid leave of absence according to applicable laws.

Section 4. The Employer shall administer all leaves in accordance with the Family and Medical Leave Act (FMLA) and applicable state law regarding leaves.

Section 5. An employee returning from FMLA/Union leave, or a personal leave of thirty (30) days or less, shall be entitled to reinstatement to his/her position, hours, and work unit unless the position has been eliminated or modified as a result of layoffs or other legitimate business needs. In such event, the employee may use their seniority as provided for in the Layoff and Recall Article (Article 17). Vacancies created by such leaves shall not be subject to the Job Posting requirements and may be filled temporarily at the Employer's discretion.

Section 6. The Employer may, in accordance with the Job Posting requirements, fill vacancies created by personal leaves of more than thirty (30) days. Employees returning from personal leaves of more than thirty (30) days shall be entitled to fill an existing vacancy that is consistent with their seniority and qualifications.

Section 7. Holidays, vacations, sick days, and other benefit entitlements shall not continue

to accrue during any leave of absence, except as required by applicable law and Section 2.

Section 8. Employees who have completed one (1) or more years of service may apply for a leave of absence of up to twelve (12) weeks for the following reasons:

- Employee's pregnancy, injury or illness;
- Immediate family member's injury or illness (immediate family shall be defined the same as in the Bereavement Article); or,
- Birth or adoption of a child.

An employee who receives a leave of absence under this Section shall be eligible to return to their former position provided they return within thirty (30) days and the position is still there. For employees returning after thirty (30) days, they shall be eligible to return to an open position. In the event there is not an open position, they will be offered a "float" position until there is an opening that they may post for.

ARTICLE 19 – RETURN TO WORK (RTW) – 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. No employee shall be disciplined for rejecting a Temporary Transitional Duty assignment, but such employee may become ineligible for workers' compensation benefits, in accordance with applicable law.

Section 3. 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.

Section 4. 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 20 – IMMIGRATION RIGHTS

Section 1. The Employer agrees to work with all legal immigrants to provide the opportunity to gain extensions, continuations or other status required by the Immigration and Naturalization Service without having to take leave of absence. If a leave of absence is necessary, the Employer agrees to give permission for the employee to leave for a period of up to sixty (60) calendar days and return the employee to work with no loss of seniority. All of the above shall be in compliance with existing laws. Benefits shall not continue to accrue under this or any leave except as required by law.

Section 2.

a) No employee covered by this agreement shall suffer any loss of seniority, compensation, or benefits due to any changes in the employee's name or social security number, provided that the social security number is valid and the employee is authorized to work in the United States.

b) In the event that an employee has a problem with his or her right to work in the United States after completing his or her probationary period, the Employer shall notify the Union in writing prior to taking any action, and upon the Union's request, received by the Employer within forty-eight (48) hours of the Employer's notice to the Union, the Employer agrees to meet with the Union to discuss the nature of the problem to see if a resolution can be reached.

c) A "no match" letter from the Social Security Administration (SSA) shall not in itself constitute a basis for taking any adverse employment action against an employee or requiring an employee to re-verify work authorization. Upon receipt of such a letter, the Employer shall provide the employee and the Union with a copy of the letter (provided that the letter contains no social security or other confidential information about other employees, and if so, such information shall be redacted) and inform the employee that he/she should contact SSA. It is expected that the employee will have at least sixty (60) calendar days to correct the problem. If the problem is not corrected within sixty (60) calendar days, the Employer shall send a notice to the Union and the employee notifying them that the problem remains unresolved. If the problem has not been resolved within thirty (30) calendar days of this notice, the Employer will meet with the Union and the employee concerning next steps.

d) In the event that an employee is not authorized to work in the United States following his or her probationary period and his or her employment is terminated for this reason, and the employee subsequently corrects the problem within thirty (30) calendar days, the employee shall be rehired into the next available position with seniority reinstated, at a rate including any raises he/she would have received in the interim. If such employee corrects the problem within one (1) year, the employee will receive preference for reemployment. The parties agree that this provision does not apply to circumstances wherein the employee has falsified Company documents.

Section 3. In the event that the Employer is served with a validly executed INS Search or Arrest warrant, the Employer shall, to the extent legally possible, arrange for a questioning of employees to occur in as private a setting as possible in the workplace.

Section 4. Should an INS agent demand entry into the Employer's premises or the opportunity to interrogate, search, or seize the person or property of any employees, then the Employer shall comply with the INS demand and immediately notify the Union Steward.

Section 5. In no event shall any portion of this Article be interpreted or applied to require the Employer to take any action in violation of the IRCA or any other applicable laws.

ARTICLE 21 – DISCIPLINE & DISCHARGE/JUST CAUSE

Section 1. The Employer agrees that discipline shall be for just cause only. An employee may file a grievance concerning disciplinary action against him/her.

The Employer will take any discipline action promptly after learning of the circumstances on which the discipline is based. In general, the Employer will endeavor to take any such disciplinary action within seven (7) business days after learning of the circumstances on which the discipline is based, unless there exists a justifiable business reason for a reasonable extension of this period. The Employer will give its reasons for such discipline and/or discharge to the employee and the Union's Grievance Representative or designee within seven (7) calendar days of such disciplinary action. The Employer shall not reprimand or discipline

employees in public areas. The Employer shall conduct such counseling in the Supervisor's office or another private location.

Section 2. The parties recognize the principles and need for a method by which progressive discipline shall be provided. The Employer will administer progressive discipline as follows:

- a) First written warning.
- b) Second written warning.
- c) A final warning and disciplinary suspension of up to five scheduled work days.
- d) Suspension pending investigation and decision to discharge.

Section 3. The progressive disciplinary steps described in Section 2 will not be applied, and employees will be subject to suspension or summary discharge in cases of serious misconduct, such as gross insubordination; fraud, theft, or misappropriation of company or client funds or property; punching in or out for another employee or any other falsification of records; vandalism; use, possession, sale, distribution, or being under the influence while at work of alcoholic beverages or illegal drugs or other controlled substances; possession of firearms or illegal weapons at the work place or while on duty; engaging in, abetting, or threatening violence, physical harm, or abuse of fellow employees, management, or customers; or other conduct of a similar nature, seriousness, or culpability.

Section 4. In any disciplinary proceeding, the Employer may not consider and/or utilize any material adverse to the employee that occurred more than twelve (12) months prior to the current disciplinary action, provided no other disciplinary action has been taken against the individual within those twelve (12) months.

Section 5. An employee shall be permitted to have a Shop Steward or Union Representative at any meeting with the Employer, or its agents, which meeting is for the purpose of investigating alleged misconduct by the employee that might be the basis for, or which may result in, discharge, suspension or other disciplinary action with respect to the employee. If the employee indicates that he/she wishes a steward to be present, and one is not available, the disciplinary meeting shall be temporarily postponed unless it is suspension or suspension with intent to discharge. In such cases, another bargaining unit person of the employee's choosing shall be asked to sit in as a witness. If it is not a suspension or suspension with intent to discharge, the discipline shall be delayed until the employee's next shift.

Section 6. Absence and tardiness issues shall be considered together on a separate track from other disciplinary issues.

ARTICLE 22 – GRIEVANCE PROCEDURE

Section 1. A grievance shall be defined as any dispute arising out of the expressed terms or conditions contained within this Agreement.

Section 2. All grievances shall be processed in the following manner:

Step 1: The parties share a common goal of attempting to resolve most matters informally without resort to the grievance process. Toward this end, the parties will attempt to

address issues promptly as they arise. Any grievance shall be submitted in writing to the General Manager within ten (10) working days of its occurrence or of the date when the employee or the Union first became aware of the circumstances giving rise to the alleged grievance. The General Manager shall provide a documented response within five (5) working days after receipt of the grievance.

Step 2: If not resolved satisfactorily at Step 1, a grievance shall be submitted in writing to the District Manager or their designee by the Union's Grievance Representative or their designee within fifteen (15) working days after receipt of the response at Step 1. The grievance shall set forth the alleged facts of the grievance, the specific Article(s) and Section(s) alleged to have been violated, and the remedy that is being sought. Either the District Manager or their designee or the Union shall request a meeting for the purpose of resolving the grievance prior to the Employer's decision. The meeting shall be held within fifteen (15) working days of being requested and will never exceed two (2) paid employees. Within ten (10) working days of the meeting the Employer shall deliver to the Union a written reply, which shall provide for a decision in the matter and the reason(s) for the decision.

Step 3: If the grievance is not settled to the satisfaction of the Union at Step 2, the Union Grievance Representative or other designee, within fifteen (15) calendar days after receiving the General Manager's or their designee's reply, shall submit the grievance to the Human Resources Director or their designee in writing setting forth the alleged facts of the grievance, which shall also include the specific Article(s) and Section(s) of the Agreement that the Union believes have been violated and the remedy being sought in this matter. Either the Human Resources Director or their designee or the Union shall request a meeting for the purpose of resolving the grievance prior to the Employer's decision. The meeting shall be held within ten (10) calendar days of being requested. Within ten (10) calendar days of the meeting, the Employer shall deliver to the Union a written reply to the alleged grievance, which shall provide for a decision in the matter and the reasons for the decision.

If the grievance is not resolved after the procedures in Step 3 have been completed, the parties, by mutual agreement, may refer the matter to non-binding mediation. Such referrals shall occur within five (5) working days after the Union receives the written response from the Human Resources Director. The Grievance Mediation procedure is set forth at Appendix C.

Arbitration: If the grievance cannot be satisfactorily adjusted at Step 3, the matter may be referred by the Union for final decision and determination to an impartial arbitrator. A request for arbitration shall be filed in writing with the Federal Mediation and Conciliation Service (FMCS) no later than thirty (30) calendar days following the receipt of the written Step 2 answer. Both the Employer and the Union agree to be bound by the rules and regulations of the FMCS.

Each party to this Agreement shall bear the expenses of preparing and presenting its own case. The fees and the expenses of the Arbitrator, together with any incidental expenses mutually agreed upon in advance, shall be borne equally by the parties.

The decision of the Arbitrator shall be final and binding on both parties. It is understood that the Arbitrator shall have the power to modify on disciplinary cases, but shall not have the ability or power to in any way modify, change, restrict, or extend any of the terms of this Agreement.

Section 3. The time constraints that refer to any step of this procedure may be extended by mutual written agreement of the Employer and the Union. Any reasonable request made before the expiration of the time limit to be extended shall be honored by the Employer and the Union.

Failure to file a grievance or to proceed to the next step within the prescribed time limits shall constitute a waiver of all rights to grieve and arbitrate such matters.

Section 4. Grievances concerning disciplinary suspensions or discharges may be submitted at the third step of the grievance procedure. If the grievance is not settled at Step 3, it may be directly submitted to arbitration except as limited in the above paragraph.

Section 5. The Employer shall pay employees at their regular wage rate when they are involved in the grievance discussion and meetings with the Employer, when such meetings take place during their regularly scheduled, normal working hours.

Section 6. Should the grievance not be resolved at the existing step or should there be no response from the Employer within the specified time limits, the grievance may be carried to the next step.

Section 7. To facilitate the efficient and timely administration of this article, Union Representatives may participate in grievance investigations and meetings via telephone, and Union stewards will have access to telephones and facsimile machines for the sole purpose of communicating with Union representatives regarding a pending grievance. Such access shall be limited to reasonable times so as to properly balance the Company's concern for maintaining efficient operations and the Union's ability to address necessary aspects of a pending grievance.

Section 8. Summary Table of Grievance Procedure.

| | Parties Involved | Time Limits |
|--------------|--|---|
| 1 | Union: Grievant, Shop Steward Employer: General Manager | 10 Working Days: Written Grievance 5 Working Days: Response |
| 2 | Union: Grievance Rep or designee Employer: District Manager or designee | 15 Working Days: Written Step 2 Grievance 15 Working Days: Meeting between parties 10 Working Days: Written Response from District Manager or designee |
| 3 | Union: Grievance Representative Employer: Human Resources Director or designee. | 15 Calendar Days: Written appeal to the Human Resources Director or designee. 10 Calendar Days: Meeting between the parties 10 Calendar Days: Written Response from the Human Resources Director or designee 5 Working Days: Mutual decision to seek Mediation or 30 Calendar Days: To seek Arbitration |
| 3 (optional) | Grievance Mediation | Mediator's Schedule: Mediation 5 Working Days: Mediator's response 10 Calendar Days: Request for Arbitration |
| 4 | Arbitration | See #2 & /or #3 above |

ARTICLE 23 – HOURS OF WORK AND OVERTIME

Section 1. The “workweek” shall consist of a seven-day payroll period beginning at 12:00 a.m. Friday and ending at 11:59 p.m. Thursday. The parties understand and agree that the beginning and end of the workweek may change as a result of changes to the Employer's

payroll or timekeeping systems. The Employer will contact the Union at least two (2) weeks before any change in the payroll period.

The Employer may utilize a biometric, voice recognition or other electronic time-keeping system to accurately account for employees' time, and may change the time-keeping system in its discretion. Employees will be provided orientation and training on the time-keeping system utilized.

Section 2. All work performed in excess of forty (40) hours per week shall be deemed to be overtime and shall be compensated at the rate of one and one-half times the employee's regular hourly rate of pay, or in accordance with the requirements of applicable state law.

Section 3. The Employer has the right to require employees to work extra hours or overtime as may be necessary to meet operating requirements. In the event extra hours or overtime is required, the Operations Manager or his designee shall use the volunteer procedures below in the order in which they appear, and shall try to provide as much notice as possible:

- a) If the employee is at work and it is within their classification, they will be asked.
- b) Volunteers will be asked beginning with the most senior qualified employee.
- c) The least senior qualified employee will be required to perform the work. If the least senior employee refuses the overtime assignment, the Employer is free to fill the position from any available source. The least senior employee refusing overtime may be subject to discipline.

Section 4. The text in this Article shall not establish a guaranteed work schedule, number of days or hours to be worked in a work week, or the hours to be worked in a day.

Section 5. All employees covered by this Agreement will be permitted to take one (1) twenty (20) -minute paid break for each four (4) hours worked. Breaks will be scheduled by the manager. Employees who work five (5) or more hours in a day shall receive a one-half hour unpaid meal break to be scheduled by the manager or designee.

Section 6. The Employer shall provide a free, wholesome meal as determined by management.

ARTICLE 24 – WAGES

Section 1. Employees shall receive wages as indicated in Appendix A.

Section 2. 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 their rate. Such work will be assigned as determined by management.

Section 3. All employees shall be compensated at their regular rate of pay for any training required by the Employer. In addition, employees shall be eligible for travel reimbursement in regard to any such training.

Section 4. Employees shall be paid in accordance with the Employer's payroll system. The Employer will notify the Union at least thirty (30) days before any change is made.

Section 5.

Unless applicable law requires otherwise, Employees must choose to participate in one (1) of the following systems for payment of wages and reimbursements:

- The Company's direct deposit system.
- The Company's "Money Services Network" debit pay card system

Section 6. The Employer has the right to establish new job classification(s) and change(s) in an existing job classification that would be appropriately within the bargaining unit. Such changes may be due to, but not limited to, changes in responsibilities and production. The Employer shall give seven (7) calendar days' notice to the Union of any changes in job classifications, which shall include the rate of pay assigned to each classification prior to offering such job classification for posting. The Employer shall meet with the Union to discuss the new or changed job classification. Nothing contained herein shall prevent the Employer from implementing such new or changed job(s). It is agreed to by the parties that the Union has the right to negotiate the effects of any significant changes in job classifications.

ARTICLE 25 – REPORTING PAY

Section 1. Regularly scheduled employees shall be guaranteed a minimum of one-half of their regularly scheduled hours at their applicable rate on a day they are required to report to work, unless the Employer notifies them not to report to work at least one (1) hour in advance by calling them at their last known telephone number provided by the employee to the Employer or by public announcement.

Section 2. Section 1 of this Article shall not apply to an employee's attendance at mandatory meetings held by the Employer for which a session has been scheduled to begin or end within two (2) hours of the employee's scheduled shift. In such cases, employees will be paid for actual time spent at the applicable rate for their regular job classification.

ARTICLE 26 – CALL IN EMERGENCY

Section 1. When an employee is called during the employee's time off to report for a work assignment outside of the employee's scheduled shift, it shall be considered a call in emergency. However, when an employee is requested to remain late on a day on which the employee has reported for work or when prior to leaving work, an employee has been requested to report for work on a subsequent day at either the employee's regular or non-regular starting time, it shall not be considered a call in emergency.

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

ARTICLE 27 – HOLIDAYS

Section 1. All Full-time and Part-time, non-probationary employees of the bargaining unit shall be entitled to the following paid holidays each year:

Thanksgiving Day
Christmas Day
New Year's Day
Good Friday
Labor Day

Dr. Martin Luther King Day
Independence Day (for those that are active and working the summer program)

Section 2. Payment for holidays shall be based on an individual employee's regularly scheduled hours and regular rate of pay. In the event an employee works on a holiday, the employee shall receive an additional day's pay.

Section 3. Holidays that fall during a vacation period shall be paid on the day the holiday is observed and should be recorded as a holiday and not a vacation day.

Section 4. Employees scheduled off on a holiday must work their scheduled day before and their scheduled day after the holiday in order to be paid for the holiday, unless they are on jury duty or bereavement leave. Employees scheduled to work on the holiday must work their scheduled day before the holiday, their scheduled day after the holiday, and the holiday itself in order to be paid for the holiday, unless they are on jury duty or bereavement leave. Employees who call in sick on either the day before or the day after the holiday or on the holiday itself may be requested to furnish proof of illness for the holiday to be paid.

ARTICLE 28 – VACATIONS

Section 1. All full-time and part-time employees shall be eligible for vacation. Vacation shall be determined based on length of service as follows:

- During the first year of service, the employee shall accrue vacation with pay at a rate of .03031 hours of vacation per hour worked up to a maximum of forty (40) hours. The vacation may be taken in the following calendar year. (Example: Employees working a regular forty (40) hour/week schedule will normally earn forty (40) hours of vacation each year.)
- During the second year through the tenth year, the employee shall accrue vacation with pay at a rate of .06061 hours of vacation per hour worked up to a maximum of eighty (80) hours. The vacation may be taken in the following calendar year. (Example: Employees working a regular forty (40) hour/week schedule will normally earn eighty (80) hours of vacation each year.)
- During the eleventh year and each year thereafter, the employee shall accrue vacation with pay at a rate of .09091 hours of vacation per hour worked up to a maximum of one-hundred-twenty (120) hours. The vacation may be taken in the following calendar year. (Example: Employees working a regular forty (40) hour/week schedule will normally earn one-hundred-twenty (120) hours of vacation each year.)

Section 2. Employees shall become eligible for the specified vacation amounts at the beginning of each academic year.

Section 3. Vacation earned under this Agreement may be carried over from year to year to a maximum of 240 hours.

Section 4. Vacation shall be paid at a rate of the individual employee's regular rate of pay multiplied by their regularly scheduled hours.

Section 5. Employees whose employment terminates shall be paid all vested vacation time that has not yet been taken, in addition to any earned vacation time that has not yet vested current year vacation on a pro-rated basis.

Section 6. On or shortly after the start of an academic year, the Employer shall provide to the employee a report showing the employee's available vacation days for the next year.

Section 7. If employees' available vacation is not reported on the standard pay stub, the Employer shall provide within seven business days of the following dates each year a report indicating each employee's available vacation.

Dates: 9/1; 12/1; 3/1; 6/1

Section 8. Employees will not be permitted to receive vacation pay during the academic year except for the following circumstances and subject to management approval:

- a) Family emergencies;
- b) Family vacations that have been planned;
- c) When the operation is in recess.

Section 9. Vacation days may be taken in half-day increments during the academic year on those days when there are partial serving days.

Section 10. During the life of this Agreement, should the Employer be able to automate the tracking of vacation time, the parties agree to meet for the sole purpose of establishing vacation accrual amounts in Section 1 of this Article that facilitates the automation process.

ARTICLE 29 – PERSONAL DAYS

Section 1. All full-time and part-time employees shall be eligible for three (3) personal days at the start of each school year.

For employees hired during the school year, they shall receive the following Personal Days during the school year in which they were hired based upon the following scheduled.

| | |
|--------------------------------------|-------------------------|
| If hired between August and November | Receive 3 Personal Days |
| If hired between December and March | Receive 2 Personal Days |
| If hired between April and July | Receive 1 Personal Day |

Upon the completion of that school year, they shall receive their normal allotment of Personal Days.

Effective with the start of the 2022/2023 school year, all full-time and part-time employees shall be eligible for four (4) personal days at the start of each school year.

| | |
|--|-------------------------|
| If hired between August and October | Receive 4 Personal Days |
| If hired between November and February | Receive 3 Personal Days |
| If hired between March and May | Receive 2 Personal Days |
| If hired between June and July | Receive 1 Personal Day |

Section 2. Personal Days earned under this Agreement may not be carried over from year to year.

Section 3. Personal Days shall be paid at a rate of the individual employee's regular rate of pay, multiplied by their regularly scheduled hours.

Section 4. Employees who do not use their personal day during the school year shall be paid out at the end of the school year. Unused personal days shall not be paid out upon termination.

Section 5. Personal Days may be used under the following circumstances:

- When there is no food service or a limited service on any week day as a result of school being closed for students or because of early dismissal.
- As a sick day when an employee is ill.
- For care for a family member who is ill.
- For scheduled personal matters, provided one (1) week's notice is given to the Employer. The Employer will grant the day as a Personal Day so long as it does not adversely affect efficient operations. The employee's request for a personal day will not be unreasonably denied. The Employer may limit the number of employees permitted to be off on any work day for scheduled personal days.

Section 6. A doctor's note may be requested by the Employer on the third day of return to work after three (3) consecutive days off sick, or in instances where there appears to be a pattern of sick absences.

Section 7. The use of Personal Days shall not count as an incident for attendance issues when one (1) week's notice is given or there is no food service or limited service.

ARTICLE 30 – PENSION

Section 1. The Employer shall remain a participating employer of the National Retirement Fund. Effective September 1, 2010, the Employer shall contribute to the Fund, on or before the 25th of each month, \$0.15 per employee for each hour paid for during all payroll weeks ending in the prior calendar month, for the life of this Agreement.

The Employer shall be required to contribute for new employees beginning the first of the month following thirty (30) calendar days of employment.

Section 2. Based on the terms of the National Retirement Fund's revised rehabilitation plan issued by the trustees on April 27, 2015, the Employer is required to increase its contributions by 4.56% per year over and above the \$0.15 per hour base contribution effective June 1, 2015 in order to provide additional funds to the NRF in order to pay down the NRF's unfunded liability in accordance with the Pension Protection Act (PPA). Therefore, the Employer will increase its hourly pension contribution amount for this purpose only as follows:

| | |
|------------------------|--|
| Effective June 1, 2021 | \$0.01 per hour (total contribution of \$0.28 per hour paid) |
| Effective June 1, 2022 | \$0.01 per hour (total contribution of \$0.29 per hour paid) |
| Effective June 1, 2023 | \$0.02 per hour (total contribution of \$0.31 per hour paid) |
| Effective June 1, 2024 | \$0.01 per hour (total contribution of \$0.32 per hour paid) |

Said contributions shall be made monthly, together with a report of the employee data required by the Pension Plan, on the format prescribed by the Pension Plan, no later than the twenty-fifth (25th) day of the month following the month for which contributions are to be made.

The Employer shall be required to contribute for new employees beginning the first of the month following thirty (30) calendar days of employment.

Section 3. Based on provisions in the Pension Protection Act (PPA), the Pension Fund identified in this Article may assess the Employer additional contributions above and beyond those provided for in this Agreement, or may be permitted to reduce such contributions provided for in this Agreement. If the Employer receives written notification from the Pension Fund that it will be required to make such additional contributions, during the life of this Agreement either a further surcharge and/or an increase in the rehabilitation plan contribution rates above what is provided for herein, then the Employer will increase its contribution rate in accordance with said directive from the pension fund trustees up to a maximum increase of \$0.02 per hour in any contract year. If the surcharge or rehabilitation plan requires an increase in excess of \$0.02 per hour in any contract year, then the parties shall meet for the sole purpose of adjusting economic issues thirty (30) days following the date of such written notice. Such alterations shall be limited to Article 24-Wages or Appendix "A" (Wages), Article 27-Holidays or Article 29 (Personal Days), and Article 30 - Pensions.

Likewise, if the Employer receives written notification from the Pension Fund that it will be reducing the additional surcharge and/or decreasing the rehabilitation plan contribution rates below what is provided for herein, then the Employer will decrease its contribution rate in accordance with said directive from the pension fund trustees. If the surcharge or rehabilitation plan requires a decrease, then the parties shall meet for the sole purpose of negotiating economic issues thirty (30) days following the date of such written notice. Such alterations shall be limited to Article 24- Wages or Appendix "A" (Wages), Article 27-Holidays or Article 29, and Article 30- Pensions.

Section 4. Employees may participate in the National Plus Plan 401(k) program as administered by the Union or its affiliate per terms of that plan. Subject to the requirements of the Employer's payroll system and any applicable participation agreement, the Employer agrees to take payroll deductions and disburse them to the National Plus Program in accordance with individual employee authorization.

Section 5. Promptly upon ratification of this Agreement, the Employer and the Union shall take all necessary and appropriate steps to give effect to the preceding sections in this Article.

ARTICLE 31 – INSURANCE

The following terms shall govern the provision of health, dental, vision, life and disability insurance benefits for each insurance plan year, commencing January 1, 2014:

Section 1. Standard Benefits Plans. Sodexo will provide eligible employees the opportunity to enroll in Medical benefits through a Sodexo sponsored carrier. The plan(s), plan design(s) and schedule(s) of benefits may be adjusted from time to time in line with changes in the Medical benefits package for all Sodexo employees or as required by law. Other changes might include a change in the insurer, health maintenance organization, or other service provider that provides the benefits or establishes the network of participating providers.

Section 2. Eligibility to Participate. Each employee's eligibility to participate in the Standard Benefits Plans in each insurance plan year shall be determined on the basis of the employee's hours worked or paid (as such hours are defined by the Employer with respect to the eligibility of employees generally to participate in the Standard Benefits Plans) in the fifty-two

(52) week period ending on the last day of the first payroll period in the October preceding the commencement of such insurance plan year, or such other date in October of each year as the Employer's Corporate Benefits Department shall select (for example, the eligibility of employees to participate in the Standard Benefits Plans in 2016 will be determined on the basis of the hours worked or paid in the fifty -two (52) week period commencing October 4, 2014 and ending October 2, 2015). No employee shall fail to be classified as full-time due to time spent on FMLA, Military (USERRA) or Temporary Unit Closing (TUC) 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. In no event will an employee's classification or change in classification be effectuated in a manner that violates the Affordable Care Act ("ACA" or other applicable law.

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

Section 3. Contributions. Employee contributions for benefits will be based upon the "75-25EE Rate Model" sheet, and are subject to change from time to time in accordance with changes made for all Sodexo employees or as required by law.

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. 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 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.

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

Agreement, until expressly terminated or superseded by written agreement of the Employer and the Union.

ARTICLE 32 – TRAVEL ALLOWANCE

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

ARTICLE 33 – BEREAVEMENT LEAVE

Section 1. This benefit is available for employees who have completed probation prior to the death of a covered family member.

Section 2. In the event of death in the immediate family of an employee, bereavement leave with pay will be permitted for a maximum period of three (3) scheduled work days for the purpose of bereavement and/or attending the funeral and providing for matters incident to the death. Such absences shall be permitted within three (3) calendar days prior to or following the funeral. Employees shall be paid at their regular rate of pay times their regular hours worked.

Section 3. For the purposes of this Article, the term “immediate family” shall be defined as current husband, current wife, current domestic partner, children or step children, parents or legal guardian, brother, sister, grandparents, grandchild, current mother-in-law, and current father-in-law.

Section 4. Additional time off may be granted to an employee, without pay, when travel is required to attend the funeral of those mentioned above.

ARTICLE 34 – JURY DUTY

Section 1. This benefit is available for employees who have completed probation prior to receipt of notice for jury duty.

Section 2. All employees who have been called for jury duty shall be granted leave with pay for a period not to exceed twenty (20) working days in any calendar year. The pay for such leave shall consist of the difference between the employee’s regular rate of pay and that of the remuneration received from the court system. Employees shall be paid at their regular rate of pay times their regular hours worked. Proof of such remuneration shall be submitted to the Employer by the employee. Official notification shall be submitted to the Employer prior to such leave being granted. The Employer shall provide leave for jury duty in accordance with all applicable laws.

ARTICLE 35 – BULLETIN BOARDS AND BUTTONS

Section 1. The Employer shall permit the Union the reasonable use of bulletin boards for the purpose of posting information. Copies of postings shall be provided to the Unit Manager in advance of posting and shall not be inflammatory, defamatory, or disparaging toward the Employer or the Employer’s client(s).

Section 2. Employees shall be permitted to wear a one-inch Union button while performing their duties, provided the wearing of such button does not pose a hazard to the public, the employee, or machinery, and the button is not inflammatory, defamatory, or disparaging toward the Employer or the Employer’s client.

ARTICLE 36 – UNIFORMS

Section 1. The Employer shall supply all regularly scheduled employees with the required uniforms, which will be replaced one-for-one on an as-needed basis. The employees must wear other clothing and footwear as determined by the Employer. The specific uniforms to be provided are as follows:

The Employer will provide an initial allocation of uniforms to newly hired Employees.

The uniform consists of:

- Four (4) Shirts and four (4) Aprons
- Driver/Utility/Stock Person: Four (4) Shirts, one (1) Rain Coat, one (1) Winter Coat

Section 2. Effective with the start of the 2022/2023 school year and each year thereafter, the Employer will reimburse employees for up to thirty-five dollars (\$35.00) per academic year towards the purchase of safety shoes purchased through one of the Employer's approved shoe vendors.

Section 3. If the Employer provides uniforms, then employees will be required to launder and maintain the uniforms.

Section 4. If an employee destroys, damages, or loses their uniform, the employee will be responsible for the cost of replacement.

Section 5. Employees must wear the uniform as directed by the Employer.

Section 6. Except for a one-inch Union button as provided in this Agreement, no non-uniform apparel shall be worn.

ARTICLE 37 - CLIENT REQUESTS

If the Company receives a request from an Administrator within a building or the district to remove an employee from a facility, then the Company shall notify the Union within two (2) business days of receiving the request. The Union may request to meet and discuss the removal, and the parties shall explore whether the individual may be relocated to another facility within the district, or to another Sodexo unit.

ARTICLE 38 – NO STRIKE/NO LOCKOUT

Section 1. No Strikes or Other Interference. The Union agrees that there will be no strikes (whether general or sympathetic or otherwise), walkouts, stoppages of work, sit-downs or slowdowns, picketing, or any other direct or indirect interference with the activities or operations of the Employer during the life of this Agreement.

Section 2. Lockouts. The Employer agrees not to conduct a lockout during the life of this Agreement.

Section 3. Union's Best Efforts. The Union agrees that, in the event of any violation of Section 1 of this Article, the Union will use its best efforts to cause such violation to cease and to cause work to fully resume.

Section 4. Remedies. The Employer may impose any disciplinary action, including discharge, upon any or all employees involved in a violation of Section 1 of this Article. Any discipline under this Article shall be subject to the grievance and arbitration procedures of this Agreement, but only as to the question of whether or not the employee engaged in the activity.

ARTICLE 39 – SUCCESSORS

This Agreement shall be binding upon the parties, their successors, and assigns. In the event the Employer's facilities are sold or assigned, the Employer shall notify the Union in writing and give notice to the purchaser or assignee of the existence of, and operations covered by, this Agreement. In the event the Employer is replaced by a different contractor/vendor, the Employer shall promptly notify the Union of the change including the effective date.

ARTICLE 40 – SAVINGS CLAUSE

If any provision of this Agreement is subsequently rendered by legislative or administrative action or declared by any court of competent jurisdiction to be unlawful, unenforceable or not in accordance with applicable law, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, and the parties agree immediately to negotiate for the invalidated portion thereof.

ARTICLE 41 – TOTAL AGREEMENT

Section 1. It is understood and agreed that this Agreement includes and constitutes the sole and entire Agreement between the parties regarding all subjects or matters related to collective bargaining. This Agreement supersedes all prior agreements, understandings, and practices, oral or written, express or implied, between the parties, and shall not be changed or modified unless such change or modification is agreed to by both parties in writing.

Section 2. The parties acknowledge and agree that during the negotiations that resulted in this Agreement, each had the full right and opportunity to make demands and proposals regarding any subject or matter related to collective bargaining and that demands or proposals that were or could have been made but were not achieved are considered disposed of without Agreement.

ARTICLE 42 – DURATION OF AGREEMENT

Section 1. This Agreement shall be in full force and effect as of January 1, 2022 and shall be in effect up to and including December 31, 2024. If either party desires to negotiate changes in this Agreement to take effect upon its termination, the party shall give reasonable notice of such intent.

Section 2. If the Agreement terminates in accordance with Section 1 of this Article before the parties reach agreement on the terms of a successor collective bargaining agreement, there shall be a “Cooling-Off Period” during which neither party may engage in strikes, lockout, picketing, unilateral changes in the Agreement, or other economic actions. This Agreement shall be extended for the duration of the Cooling-Off Period. During the Cooling-Off Period, the Employer and the Union will make every reasonable effort to negotiate and agree upon a successor collective bargaining agreement. The Cooling-Off Period shall be for a minimum of sixty (60) days, unless extended by mutual agreement of the parties. Economic improvements contained in a successor agreement that become effective upon the effective date of the successor agreement shall be retroactive to the expiration date of this Agreement, unless the parties otherwise mutually agree.

IN WITNESS WHEREOF, SDH Education West, LLC, a subsidiary of Sodexo Inc., East Aurora School District 131, 810 Church Road, Aurora, IL 60505, and Service Employees International Union (SEIU) Local 1, have caused this Agreement to be signed by their duly authorized representatives.

**SDH EDUCATION WEST, LLC a subsidiary of
SODEXO Inc. at EAST AURORA SCHOOL
DISTRICT 131, 810 CHURCH ROAD
AURORA, IL 60505**

**SERVICE EMPLOYEES
INTERNATIONAL UNION
LOCAL 1**



**Mark Combs
Senior Director, Labor Relations**

Dec 15, 2021

Date



Tom Balanoff (Dec 15, 2021 17:27 CST)

Dec 15, 2021

Date



Lori L. McMahon (Dec 15, 2021 15:15 CST)

**Lori McMahon
District Manager**

Dec 15, 2021

Date

APPENDIX “A” (WAGES)

Section 1. The starting rates of pay shall be as follows:

| Job Classification | January 1, 2022 | January 1, 2023 | January 1, 2024 |
|------------------------------------|-----------------|-----------------|-----------------|
| Cook I | \$14.25 | \$15.25 | \$16.25 |
| Cook II | \$16.00 | \$17.00 | \$18.00 |
| Lead Food Service Worker | \$14.25 | \$15.25 | \$16.25 |
| Food Service Worker | \$12.00 | \$13.00 | \$14.00 |
| Driver/Utility Worker/Stock Person | \$14.50 | \$15.50 | \$16.50 |
| Inventory Clerk | \$16.00 | \$17.00 | \$18.00 |

All employees who are below the starting pay in their classification shall receive the greater of either the start rate on the effective dates listed above or the amount of the general wage increase described below. From then on, no employee will be paid less than the appropriate start rate listed above. All wage increases in this Section shall be effective with the start of the pay period following the dates identified.

Employees who are at or above the start rate shall receive the following increases:

| | |
|-----------|--------|
| 1/1/2022: | \$0.50 |
| 1/1/2023: | \$0.50 |
| 1/1/2024: | \$0.50 |

Section 2. If the Illinois minimum wage is increased during the life of this Agreement, the parties shall meet for the limited purpose of establishing new start rates.

Section 3. Employees who incur fees or costs associated to background checks and/or TB testing shall be reimbursed for those costs provided they submit the appropriate documents. Reimbursement for these costs will be at the rate then available to Sodexo in Aurora.

APPENDIX “B” (ETHNIC DIVERSITY and CULTURAL ISSUES)

Section 1. The parties recognize that many recent immigrant workers are employed by the Employer, and are a vital element to the success of the facility. While English is the language of the workplace, the Employer recognizes the right of employees to use the language of their own choice among themselves where such use does not adversely affect the operation, work performance, or customer service levels.

Section 2. The Employer is committed to a program to improve its ability to communicate with employees who do not communicate in English and will consider reasonable recommendations of the labor management committee to accomplish this.

Section 3. If a substantial number of Employees at the Unit have a primary language other than English, the Employer will take reasonable steps, where practical, to post significant notices in both English and the predominant non-English language. If management cannot communicate effectively with an employee, the Employer will allow, upon request and if available, an employee translator from the bargaining unit chosen by the employee to facilitate communications, provided the individual is on the premises at the time requested.

Section 4. If the primary language for more than 25 employees at the Unit is a single language other than English, the Employer and the Union will pay an equal amount of costs for translation and copying of this Agreement in English and that non-English language. For purposes of arbitration, the English version shall prevail in any conflict of meaning arising out of the translation. The Employer will not share the cost for translation and copying into more than one non-English language.

APPENDIX “C” (GRIEVANCE MEDIATION)

The process below is intended to give effect to the Grievance Mediation process set forth in Article 22, 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 (1) 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 (1) 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 (5) 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 (1) 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 (5) days of the mediation session.

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

APPENDIX “D” (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.

Drug/Alcohol Test Implementation Guidelines Acknowledgment

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

(Signature of Applicant/Employee)

(Date)

(Printed Name)