AGREEMENT

BY AND BETWEEN

SDH EDUCATION WEST, LLC., A SUBSIDIARY OF SODEXO INC.

AT

LYONS TOWNSHIP HIGH SCHOOL-SOUTH, WESTERN SPRINGS, IL

AND

LYONS TOWNSHIP HIGH SCHOOL-NORTH, LA GRANGE, IL

AND

LOCAL 73, SERVICE EMPLOYEES
INTERNATIONAL UNION
300 SOUTH ASHLAND AVENUE
SUITE 400
CHICAGO, IL 60607

EFFECTIVE DATES:

FROM: JULY 1, 2022

TO: JUNE 30, 2025

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AGREEMENT

This Agreement made and entered into this 1st day of July, 2022, by and between SDH Education West, LLC., a subsidiary of Sodexo Inc. for its cafeteria locations at Lyons Township High School-South, Western Springs, Illinois and Lyons Township High School-North, La Grange, Illinois, hereinafter called the "Employer" or the "Company" and LOCAL 73, Service Employees International Union, 300 South Ashland Avenue, Suite 400, Chicago, IL 60607, hereinafter called the "Union."

WITNESSETH

The Employer, employees, and Union have a common interest in the industry. Therefore, a working system and a harmonious relationship are necessary among the Employer, employees, and the Union. All will benefit by continuous peace and by adjusting any differences by rational, common sense methods. Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows.

ARTICLE 1 – RECOGNITION

<u>Section 1</u> - The Employer agrees to recognize the Union as the sole bargaining agency for all eligible employees within the units of the Employer, located at Lyons Township High School-South, Western Springs, Illinois and Lyons Township High School-North, La Grange, Illinois with respect to wages, hours and conditions of employment. The term "employee" as used herein shall include all cafeteria employees including the titles of Cooks, Assistant Cooks, Food Service Workers, Utility and Caterers, excluding managers, office, clerical employees and all supervisory employees with authority to hire, promote, discharge, discipline or otherwise effect changes in the status of employees or effectively recommend such action.

ARTICLE 2 – DEFINITIONS

<u>Section 1.</u> <u>Full-Time Employee:</u> A "full-time employee" is one who works an average of thirty (30) or more hours per week.

<u>Section 2.</u> <u>Part-Time Employee:</u> A "part-time employee" is one who is regularly scheduled to work and who works an average of fewer than thirty (30) hours per week.

<u>Section 3.</u> <u>Casual Employee:</u> A "casual employee" is one who is scheduled to work on an as-needed, non-regular basis. Casual employees will not be used to erode the bargaining unit

Section 4. Measurement Period: An employee's status as full-time or part-time shall be determined on the basis of the employee's average weekly hours during the fifty-two week measurement period ending on the date in October 2014 and in each succeeding year as specified by the Employer's Corporate Benefits Department. No employee shall fail to be classified as full-time due to time spent on FMLA, 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 Company to classify partial-year employees under the Standard Benefits Plans.

ARTICLE 3 – DUES CHECK OFF AND UNION RIGHTS

Section 1. Dues Checkoff

The Employer will deduct from each employee's first paycheck each month the regular monthly Union dues for each employee in the bargaining unit for whom a lawfully written authorization has been submitted to the Employer and such written authorization shall remain in effect for the term of this Agreement except that a written authorization may be revoked during the period between ninety (90) days and sixty (60) days prior to the expiration date of this Agreement. In addition, upon receipt of a lawfully executed written authorization, the Employer will deduct from the employee's paycheck in four (4) equal installments an employee's initiation fee and remit same to the Union.

The actual dues amount deducted shall be determined by the Union. The Union may change the dues structure once each year during the life of this Agreement by giving the Employer at least thirty (30) days' notice of any change in the dues structure.

If an employee has no earnings or insufficient earnings to cover the amount of the dues deduction, the Union shall be responsible for collection of dues. The Union agrees to refund to the employee any amounts paid to the Union in error on account of this dues deduction provision.

Section 2 - Indemnification.

The Union shall indemnify and hold harmless the Employer, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article, or in reliance on any written check-off authorization furnished under any of such provisions.

ARTICLE 4 – MANAGEMENT PREROGATIVES

The management of the business of the Employer and the directing of its personnel, is the prerogative of the Employer's management and includes, but is not limited to, the right to hire, schedule hours of work, promote, demote, assign duties, transfer, or relieve employees from duty because of lack of work or other legitimate reasons, discharge and discipline for just cause, and establish reasonable rules and regulations. The Employer shall be the exclusive judge for all matters pertaining to the operation of its business and the methods, processes, means, and materials to be used.

ARTICLE 5 – 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, on the basis of any of the protected characteristics or activities described above, against any other employee or anyone with whom the employee has contact on the Employer's and/or client's premises or during the course of the employee's work.

<u>Section 2.</u> <u>Gender.</u> 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.

<u>Section 3.</u> 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 that a proposed accommodation would conflict with any provision of this Agreement, the parties, at either's request, shall meet to discuss the proposed accommodation. The parties agree that any accommodation made by the Employer with respect to work schedule, 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 other person for any purpose at any time.

<u>Section 4.</u> <u>Ethnic Diversity and Cultural Issues.</u> The parties recognize the importance of creating an inclusive workplace where employees of diverse backgrounds can work and communicate effectively.

ARTICLE 6 - UNION REPRESENTATIVES AND NOTICES

<u>Section 1</u> - <u>Union Visitation</u> - The Business Representative of the Union or his designee shall be admitted to the cafeteria premises for the purpose of investigating grievances or transacting Union business subject to the Client's security regulations.

In the application of this Section, the parties will cooperate to prevent interference with efficient operations.

<u>Section 2</u> - <u>Bulletin Boards</u> - A bulletin board shall be furnished by the Employer for the purpose of posting official Union business for the employees. All such items must be signed by the authorized Union representative and must be furnished to the Company for approval for posting.

<u>Section 3</u> - <u>Labor Management Meeting</u> - The Union and Management shall meet from time to time, as requested by either Party, to discuss problems and/or concerns regarding the employees and the bargaining unit. These Labor/Management meetings shall be for non-grievance related topics or issues, and shall serve as a conduit for solving problems and issues. The party that requests such a meeting shall present to the other party an agenda of items to be discussed prior to the meeting. Labor management meetings shall be scheduled within two (2) weeks of the request made by the other party.

ARTICLE 7 - SENIORITY

Section 1 - Seniority Defined - Seniority is hereby defined as length of continuous service in

years, months, and days dating from the last date of hire in the food services of the Company at Lyons Township High School-South and Lyons Township High School-North for the purpose of pay and benefits. Seniority shall not be broken by summer vacation when school is not in session.

Seniority shall apply on a classification basis and then School District wide.

Classification Seniority applies to these distinct classifications: Cooks, Assistant Cooks, Food Service Workers, and Utility. Classification seniority shall be defined as the date the employee begins to work in a classification. Classification seniority will be used for purposes of layoff, recall, vacation scheduling, and job posting and bidding.

<u>Section 2</u> - <u>Probationary Period</u> - New employees shall be considered as probationary employees until they have been in the employ of the Employer for thirty (30) calendar days. During this period, they shall be entitled to no seniority. At the end of the probationary period, new employees will be entered on the seniority list as of the date of their employment. It shall be solely within the discretion of the Employer to decide whether or not a probationary employee is to be retained, and grievances may not be presented in connection with the discharge or lay-off of probationary employees. A thirty (30) day extension of the probationary period may be granted by mutual agreement between the Employer and the Union.

<u>Section 3</u> - <u>Seniority During Leaves</u> - Seniority shall continue and not be broken when an employee cannot work due to illness or accident for a period of not more than ninety (90) business days.

Section 4 - Termination of Seniority -

Seniority shall be lost for the following reasons

- a. Quitting voluntarily
- b. Discharge for just cause
- c. Absent for two (2) consecutive days without notifying the Employer in which case the employee shall be considered to have quit voluntarily
- d. Failure to return to work after a layoff when notified at last known address
- e. Lavoff for a period exceeding twelve (12) months
- f. Exceeding a leave of absence
- g. Engaging in gainful employment during a leave of absence.

Section 5 - Job Posting and Bidding - When vacancies occur, new positions are created, or when fifteen (15) minutes or more per day are added to an existing position on a regular basis, they shall be posted for three (3) working days so that all employees are aware of the opening. The notice will include the classification, campus, and the amount of hours (start time and finish time). Applications shall be made in writing within three (3) working days of the written notice. In the event of transfer to an existing position or newly created position, the factors of seniority and qualifications to do the work will be considered, and seniority will be the determining factor if the applicants are equally qualified. It is agreed that because of special training or skill or other reasons necessitated by sound business requirements, it may be necessary to retain some employees regardless of length of service. The parties hereto recognize that in the application of seniority right, the necessity for such exceptions may arise. It is agreed that under such circumstances proposals for exceptions shall receive the consent of the parties hereto. The Employer will provide the Union with copies of all job postings.

A lateral transfer is a transfer from the employee's current position and classification to another position in the same classification where seniority is the determining factor.

The Company may temporarily fill the job during the time the employees are bidding for the position. A permanent employee shall be selected to fill the job within three (3) working days of the end of the posting period, unless it can be shown that no qualified applicant is available. The successful bidder shall be given a trial period of up to thirty (30) days. If found not qualified within that time, the employee shall be returned to his/her former position.

The successful bidder will be allowed five (5) working days to determine if they want to return to their previous position, based on personal reasons.

<u>Section 6</u> – When a new job classification with the bargaining unit is created, or an existing one is substantially changed, the Employer will submit a description in writing to the Union within thirty (30) days prior to said change. When the change is related to an employee currently in the job classification with the proposed change, upon request by the Union to the change, the parties will meet to negotiate the wage rate and other relevant factors and if not resolved, such change and attendant issues will be subject to the grievance and arbitration procedure.

<u>Section 7</u> - <u>Reduction in Force Seniority Application</u> - Whenever it becomes necessary to lay-off or reduce the work hours of employees, the least senior employee in the job classification affected will be laid off or placed on a reduced work schedule first. In the case of a layoff, all probationary and substitute or temporary employees shall be laid off before any employees who have established seniority are affected. The Company shall not reduce the hours of more senior employees in order to avoid layoff of the least senior employees in a classification.

When layoffs become necessary, an affected employee with the least amount of seniority within a classification shall have the right to displace an employee in any other equal or lower rated classification having less seniority, subject only to their ability to perform that work with reasonable orientation. An employee who displaces a less senior employee in a lower classification shall receive the rate of the classification to which they bumped.

<u>Section 8</u> - <u>Reduction in Force Notice and Recall</u> - The Company shall make every effort to give employees at least two (2) weeks notice, if possible, prior to a layoff of five (5) or more working days, except in cases of emergency situations. Employees shall be returned to work in the reverse order in which they were laid off, subject only to their ability to perform the available work with reasonable orientation. No new employee shall be hired to perform work within the classification covered by this Agreement until all laid off employees who have the ability to perform the available work have been recalled to work and have either returned to work or refused to accept work which is available.

Employees who are laid off shall be placed on a recall list for a period of twelve (12) months from the beginning of the following school term after the layoff. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of layoff.

Employees who are eligible for recall shall be given five (5) calendar days notice of recall. The employee must notify the Company of his or her intention to return within five (5) days after receipt of mailing of the recall notice. The Company shall be deemed to have fulfilled its obligation by mailing the recall notice by certified mail, return-receipt requested, to the last known address provided to the Company by the employee.

ARTICLE 8 – LEAVE OF ABSENCE

<u>Section 1</u> - <u>Personal Leave</u> - Leave of absence for personal reasons, not to exceed thirty (30) days, may be granted to an employee with seniority at the discretion of the Employer. During the leave, seniority will accumulate. Any employee who works in any other position while absent from work on a leave of absence, or fails to return to work upon the expiration of a leave of absence shall be considered to have quit voluntarily.

<u>Section 2</u> - <u>Medical Leave</u> - Any employee with seniority, who is known to be ill, supported by medical evidence satisfactory to the Employer, will be granted a medical leave of absence for a period not to exceed ninety (90) days. Seniority of such employees will accumulate during the sick leave period to a maximum of ninety (90) days. The Employee must provide a written medical certification of their ability to return to full and unrestricted duty prior to returning to work. If the employee is unable to continue former duties, then that employee will be released.

<u>Section 3</u> - <u>Family Medical Leave Act</u> - The parties agree to abide with all applicable Family and Medical Leave legislation.

<u>Section 4</u> - <u>Family Military Leave Act</u> - The parties agree to abide with all applicable provisions of the Illinois Family Military Leave Act.

<u>Section 5</u> - <u>Jury Duty</u> - Employees assigned to jury duty or are subpoenaed to testify during work hours in an arbitration proceeding between the Union and the Employer shall receive their regular pay. Proof of service may be required by the Employer.

ARTICLE 9 - DISCIPLINE & DISCHARGE / JUST CAUSE

<u>Section 1</u> - 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, Union Steward, and Union Representative within seven (7) business days of such disciplinary action. For purposes of this Article only, the term work day or business day" shall refer to Monday through Friday, excluding weekends and holidays.

<u>Section 2</u> - The parties recognize the principles and need for a method by which progressive discipline shall be provided. Every effort shall be made to apply the disciplinary procedure in a non-capricious and non-discriminatory manner. 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. For issues not listed above, nothing shall prohibit management from repeating steps or skipping steps based on the severity.

<u>Section 4</u> - 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.

<u>Section 6</u> - Copies will be provided of all disciplinary actions and signing of the discipline does not admit to guilt, only receipt.

<u>Section 7 -</u> Absence and tardiness issues shall be considered together on a separate track from other disciplinary issues.

ARTICLE10 - MEALS AND BREAKS

Employees shall be scheduled to eat their meals in order not to interfere with the main business of the Employer which is the preparation and serving of food. Meals are to be provided without cost to the employees. The paid meal period shall not exceed twenty (20) minutes. Employees shall receive paid rest breaks according to the number of hours worked as follows:

Under four (4) hours - One (1) break of twenty (20) minutes
Four (4) hours or greater - One (1) twenty (20) minute lunch and one (1) ten (10) minute
paid break.

ARTICLE 11 – VACATIONS

Section 1. All regular employees shall be eligible for vacation. Vacation shall be determined based on length of service as of their individual anniversary date and becomes vested/earned on July 1st of each year.

- a. During the first (1st) through twelfth (12th) months of service, the employee shall accrue vacation with pay at a rate of .0286 hours of vacation per hour paid up to a maximum of forty (40) hours. The vacation may be taken in the following calendar year.
- b. During the second (2nd) through ninth (9th) years of service, the employee shall accrue vacation with pay at a rate of .0571 hours of vacation per hour paid up to a maximum of eighty (80) hours. The vacation may be taken in the following calendar year.
- c. During the tenth (10th) through fourteenth (14th) years of service, the employee shall accrue vacation with pay at a rate of .0857 hours of vacation per hour paid up to a maximum of one hundred twenty (120) hours. The vacation may be taken in the following calendar year.
- d. During the fifteenth (15th) year, and each subsequent year, the employee shall accrue vacation with pay at a rate of .1143 hours of vacation per hour paid up to a maximum of one hundred sixty (160) hours. The vacation may be taken in the following calendar year.

<u>Section 2</u> - <u>Scheduling</u> - The vacation period for the scheduling of employees' vacations shall normally be from June 5th through August 10th. The vacations shall be scheduled by the Manager so as not to interfere with the orderly and efficient operation of the cafeteria. Whenever possible, vacation scheduling will be done on a seniority basis. Employees may elect to use a vacation day during winter and spring break, as well as on any other day during the school year when lunch is not served (i.e. in-service, early dismissal, school holiday). Employees may also elect to use vacation days for work missed due to documented hospitalization or same day surgery.

<u>Section 3</u> - <u>Vacation Pay</u> - Employees shall be paid at their current regular hourly rate in effect at the time of their vacation. The calculation of the hourly rate shall not include overtime rates, shift premiums, or other premiums. Time out up to ninety (90) days for a sickness shall not be counted as time lost when computing an employee's vacation accrual. In such cases, employees shall have their vacation hours adjusted by adding to their accrued time an amount that is equal to their average daily hours worked in the two full weeks prior to their times the number of days they are absent. Vacation pay shall be paid to the employees before they take their vacation.

<u>Section 4 - Client Shutdown</u> - If the Client, Lyons Township High School-South, Western Springs, Illinois and Lyons Township High School-North, La Grange, Illinois, in which the Employer operates the food facilities, closes down in part or in total for a vacation period or other reason, the Employer may shut down the food facilities to the extent required for the shutdown period and the employees must take their earned paid vacation at that time.

<u>Section 5</u> - <u>Working a Vacation</u> - It is understood that all employees shall take vacation time off. Where unusual circumstances warrant, the Employer, by mutual agreement with the employee concerned, may pay vacation pay without requiring that time off be taken.

ARTICLE 12 – HOLIDAYS

<u>Section 1</u> - <u>Eligibility</u> - To be eligible for holiday pay, employees must have completed their probationary period. In addition, they must have worked their regularly scheduled hours on their last scheduled work day prior to the holiday and their regularly scheduled hours on their next scheduled work day after the holiday.

Section 2 - Holidays - The paid holidays shall be the holidays listed below:

Thanksgiving Day Memorial Day

*Employees Birthday **Seven (7) Floating Holidays

*If an employee's birthday falls during the summer recess, the employee by mutual consent with the Employer concerned may schedule another day off. The Employee Birthday may be scheduled at the discretion of the employee, and shall include two (2) weeks notice to the Employer, and is subject to the approval of the Employer.

**The Floating Holidays shall be days selected by the Employer. They need not be the same days for all employees. The designated floating holidays for each school year will be posted by September 15th of each school year.

<u>Section 3</u> - <u>Holiday Pay</u> - Eligible employees shall be paid at their regular straight time hourly rate for their regularly daily hours at the time of the holiday.

<u>Section 4</u> - <u>Holiday Work</u> - For all work performed on any of the listed holidays, eligible employees shall be paid at their straight time hourly rate for all hours worked on the holiday in addition to their holiday pay. If employees agree to work on any of the holidays and fail to report for work, they shall forfeit their holiday pay for that day.

<u>Section 5</u> - <u>Holiday During Vacation</u> - Eligible employees who are on vacation on one (1) of the listed holidays will be paid for the holiday in addition to their vacation pay.

ARTICLE 13 – SICK LEAVE

<u>Section 1.</u> All full-time and part-time employees shall be eligible for sick leave.

Effective upon ratification:

• Employees will earn .00572 hours of sick pay for each hour paid (including H,S,V), with a yearly maximum of 8 earned hours based upon a 1400 hour work year.

Effective upon 7/1/2023:

• Employees will earn .01143 hours of sick pay for each hour paid (including H,S,V), with a yearly maximum of 16 earned hours based upon a 1400 hour work year.

<u>Section 2.</u> Sick pay shall be paid at the employee's regular hourly rate.

<u>Section 3.</u> Sick time that is unused may carry-over to a maximum of three hundred and twenty (320) hours].

<u>Section 4.</u> Employees whose employment terminates shall not be paid unused sick time, except as may otherwise be required by law.

<u>Section 5.</u> A doctor's note may be requested by the Employer upon return to work after three (3) consecutive days off sick, or upon returning to work after being off sick on the last scheduled day before a holiday, or on the first scheduled day after a holiday, or on the day of a holiday on which the employee was scheduled to work.

<u>Section 6.</u> If employees' available sick pay is not reported on the standard pay stub, the Employer shall provide on a quarterly basis a report indicating each employee's available sick pay.

ARTICLE 14 – BEREAVEMENT

Employees with seniority who are required to be absent because of the death of their spouse, children, father, mother, sister, brother, grandparents, grandchildren, current step parent, current step brother or sister, current father-in-law, and current mother-in-law, current son-in-law, current daughter-in-law, current sister-in-law, current brother-in-law, and any wards or foster children of the employee at the time of death, shall be allowed pay at their regular straight time hourly rate for their regularly scheduled hours for time lost not to exceed three (3) working days. The employee shall obtain and furnish proof of attendance at such funeral upon request of the Company. Such time off is granted for the purpose of making necessary arrangements and attending the funeral.

ARTICLE 15 – WORK WEEK

<u>Section 1</u> - <u>Work Week</u> - The work week shall be five (5) consecutive days, Monday through Friday, of eight (8) hours each except where variations are required in accordance with the needs of the Company. This shall not be construed as a guarantee of work hours or workdays.

<u>Section 2 - Reporting Pay</u> - Employees reporting for work at his/her scheduled starting time without previous instructions from the Company not to do so, for justifiable reason, will be given four (4) hours of work or pay at the employee's regular straight time hourly rate in lieu of such work. If an employee is scheduled to work less than four (4) hours then the reporting pay shall be equivalent to the number of hours the employee is scheduled to work.

<u>Section 3</u> - <u>Pyramiding of Overtime</u> - Overtime premiums shall not be paid more than once for the same hours worked. In no event shall there be any pyramiding of any overtime pay, holiday pay or any other premium pay. Where more than one (1) mentioned overtime holiday or other premium pay is applicable, compensation shall be computed on the basis to give the greater amount.

<u>Section 4</u> - <u>Overtime</u> - Overtime at the rate of time and one-half the employee's respective regular hourly rate of pay shall be paid for:

- a. All work performed in excess of eight (8) hours in any one (1) day.
- b. All work performed in excess of forty (40) hours in any one (1) work week.

<u>Section 5</u> - <u>Required Overtime</u> - Nothing in this Agreement shall be construed to prevent the Employer from requiring employees covered by this Agreement to work overtime in any work day or work week.

<u>Section 6</u> - <u>Special Lunch Functions</u> - The Company agrees to compensate the employee assigned to prepare special lunch functions as directed by the Food Service Manager with straight time wages in the amount of hours worked in addition to their regular wages. Whenever possible, employees shall be given three (3) working days notice for extra work assignments which may be available.

<u>Section 7</u> - <u>Rotation of Overtime</u> - Any opportunity to work extra hours will be offered to the employees on a rotating seniority basis, beginning with the most senior qualified person. The rotational list shall be posted. If no employee volunteers to work the overtime, the Company may assign the overtime work to the least senior qualified employee in the classification.

<u>Section 8</u> - Employees may, occasionally, upon special need, leave up to twenty (20) minutes earlier than their scheduled time and receive full compensation, providing that they did not take a lunch period for that shift. Prior approval must be obtained from the employee's supervisor and is at management's discretion.

ARTICLE 16 – GENERAL PROVISIONS

<u>Section 1</u> - <u>Working in a Higher Classification</u> - Any employee will do the work of another employee providing it is within the same classification. Further, an employee will temporarily do the work of another employee of higher classification if the employee is capable of doing so and will receive the minimum rate of the higher classification.

<u>Section 2</u> - <u>Working in a Lower Classification</u> - An employee will temporarily do the work of a lower classification employee if the employee is capable of doing so, but will receive the higher classification rate of pay. Permanent transfer to the various classifications will automatically pay the employee that classification's rate. The employee will then perform the work the classification involves. The Employer and the Union recognize the necessity for this procedure to efficiently provide the institutional feeding and services required.

<u>Section 3</u> - <u>Personal Cleanliness</u> - Employees shall be responsible for their personal cleanliness and for the cleanliness of the work station to which they are assigned. Failure of the employees to maintain such cleanliness shall be cause for disciplinary action including discharge.

<u>Section 4</u> - Non-bargaining unit employees, including management, shall not perform bargaining unit work unless no bargaining unit member is available to perform the required work, except in cases of training, emergency, or to meet unexpected client demand.

<u>Section 5</u> - Every ninety (90) days the Union shall be notified in writing by the Employer of the following:

- a. Hiring's, including name, address, work locations, and classification;
- b. Terminations, including designation of "voluntary" or "involuntary";
- c. Transfers and/or promotions that have occurred within the prior ninety (90) days;
- d. A complete seniority list including name, classification and work location

ARTICLE 17 – SHOP STEWARDS

One (1) Shop Steward per campus will be recognized by the Employer as acting for and on behalf of the employees represented. The Shop Steward shall take up all minor grievances with the Employer and attempt to adjust them. If the Shop Steward and the Employer cannot reach a settlement of a grievance, then the matter shall be referred to the Union for discussion and solution by the Employer and the Union. The Union shall identify the Shop Stewards so that the Employer may recognize said Shop Stewards.

Stewards shall be allowed time off without pay for legitimate Union business such as Union meetings, State or area-wide Union committee meetings, State or International conventions, not to exceeded two (2) working days for each request. Such representatives shall at least fourteen (14) calendar days of advance notice to the Supervisor or his designee of such absence. Such time off shall not be detrimental in any way to the Employee's record.

ARTICLE 18 – STRIKES AND LOCKOUTS

During the life of this Agreement, neither the Union, nor any employees individually or collectively, shall authorize or take part in any unauthorized strike or other interruption of work or any impeding of production. Any employee who violates the provisions of this Article may be discharged from the employ of the Employer. The Union agrees that it will not oppose the discharge or discipline of anyone who instructs, leads, or induces another employee to take part in any unauthorized strike or work stoppage. The Employer agrees that there shall be no lockouts or interference in the terms and provisions of this Agreement.

ARTICLE 19 – GRIEVANCE PROCEDURE AND ARBITRATION

Section 1 - During the life of this Agreement there shall be no strikes, boycotts, or lockouts.

<u>Section 2</u> - A grievance under this agreement is a written dispute, claim, or complaint arising under and during the term of this agreement and filed by either an authorized representative of, or an employee in, the bargaining unit. Grievances are limited to matters of interpretation or application of express provisions of this agreement. The parties recognizing that an orderly Grievance Procedure is necessary agree that each step must be adhered to as set forth in this Agreement or the grievance is forfeited. By mutual agreement the time limits may be extended or shortened to facilitate processing the grievance.

Section 3 - Grievances shall be taken up in accordance with the following procedure:

- <u>Step 1</u>. A complaint will first be discussed between the Supervisor and the employee. If no satisfactory answer or disposition is received within one (1) working day, the complaint will be forwarded to the next step.
- Step 2. Failing to resolve the grievance in the first step, the union representative and the grievant shall within five (5) working days of the supervisor's answer, reduce the grievance to writing and meet with the Food Service Director in an attempt to resolve the issue. The Director or designated representative shall within five (5) working days give a written answer to the union concerning his/her disposition of the grievance.
- Step 3. Failing to resolve the grievance in the second step, the Union shall within five (5) working days of the receipt of the Director's written response, contact the District Manager and arrange a meeting to discuss resolution of the grievance. The District Manager shall within five (5) working days provide a written response to the Union concerning his/her disposition of the grievance.

Section 4 - Within ten (10) days from the meeting at which the controversy has failed to be satisfactorily adjusted, the party choosing to arbitrate shall give written notice to the other party

setting forth specifically the nature of the dispute to be arbitrated. The matter to be arbitrated shall be submitted to an arbitrator selected from a panel submitted by the Federal Mediation and Conciliation Service.

<u>Section 5</u> - The arbitrator shall not have the power to add to or subtract from or modify any of the terms of this Agreement or any Agreement supplemental hereto, not to pass upon any controversy arising from any demand of the Union to increase any wage rates prevailing at the time nor to set or change rates for any classification as provided herein. The decision of the arbitrator shall be final and binding on both parties and shall conclusively determine the subject of the arbitration for the duration of this Agreement.

<u>Section 6</u> - Each party shall bear its own expense with respect to preparation and presentation of the matter to the arbitrator and both parties shall bear equally the expense of the arbitrator proper including the, fee, if any, of the arbitrator.

Section 7 - Time Limits. The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, Sodexo shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. Whenever illness or other incapacity of the grievant and/or involved administrator prevents his presence at a grievance meeting, the time limits shall be extended to such time that said party can be present. When such grievance meetings and conferences are held during school hours, all employees whose presence is required shall be excused, with pay, for that purpose.

ARTICLE 20 – LEGISLATION

During the time of this Agreement, if any local, state, or federal law is enacted, which in any way conflicts with any section of this Agreement, then either the Employer or the Union has the right to renegotiate that section of the Agreement in order to conform with the law. No other sections of this Agreement shall be affected during the course of renegotiations.

Cook County Earned Sick Leave Ordinance Waiver. In accordance with the provisions of Section 330.100 of the Interpretive and Procedural Rules Governing the Cook County Earned Sick Leave Ordinance, the parties have agreed to waive their rights in accordance with the provisions of the Ordinance.

ARTICLE 21 – WAGES

<u>Section 1</u> - The Employer agrees that during the life of this Agreement, the following base rates will be maintained for all employees presently on the payroll or hired in the future.

<u>Section 2</u> - In the event the Employer requires any additional classifications of employees not set forth in this Agreement, it is agreed that the rate for such classifications shall be set by mutual consent between the Employer and the Union.

Section 3 - The starting rates of pay shall be as follows:

Classification	Eff 7/1/22	Eff 7/1/23	Eff 1/1/24	Eff 1/1/25
Cook	\$15.00	15.00	16.00	17.00
FSW	\$13.50	13.50	\$14.50	\$15.50
Utility	\$13.50	13.50	\$14.50	\$15.50

In the event that the Employer determines that the Start Rates listed above become insufficient during the life of this Agreement, the Employer will contact the Union for the sole purpose of establishing a new Starting Rate.

All employees who are below the starting pay in their classification shall receive the greater of either the start rate effective July 1 or January 1 of each year or the amount of the general wage increase described in Section 4 of this Article. From then on, no employee will be paid less than the appropriate start rate listed above.

Section 4 - General Wage Increase

Employees who are at or above the start rate shall receive the following increases. Wage increases in Sections 3 and 4 of this Article are effective with the start of the pay period closest to the following dates:

July 1, 2022:	\$0.90
July 1, 2023:	\$0.45
January 1, 2024:	\$0.45
January 1, 2025:	\$0.70

<u>Section 6</u> - Employees performing cashiering duties for thirty (30) minutes or greater shall receive a premium of twenty cents (\$0.20) per hour, rounded to the full hour, for time spent performing cashiering duties.

<u>Section 7.</u> Wages shall be paid by check, direct deposit or electronic money card, as determined by the Employer, subject to applicable law.

<u>Section 8.</u> Employees shall be paid in accordance with the Employers payroll system. The Employer will notify the union at least thirty (30) days before any change is made.

ARTICLE 22 – UNIFORMS

<u>Section 1</u> - 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.

<u>Section 2</u> - If the Employer provides uniforms, then employees will be required to launder and maintain the uniforms.

<u>Section 3</u> - If an employee purposely destroys, damages, or loses their uniform, the employee will be responsible for the cost of replacement.

<u>Section 4</u> - Employees must wear the uniform as directed by the Employer.

<u>Section 5</u> - Except for a one-inch Union button as provided in this Agreement, no non-uniform apparel shall be worn.

<u>Section 6</u> - The Employer will provide Employees with an initial allotment of five (5) sets of uniforms for each new hire. The Employer will replace on an as needed basis uniforms that are worn out or that no longer fit.

Section 7 - The uniform consists of:

- Shirt, Pants, Hair Net, and Apron
- The Employer will provide a clothing/shoe allowance of fifty dollars (\$50.00) per academic year. Employees shall be reimbursed with a receipt provided. Shoes can be purchased either by the Employer's approved shoe vendor(s) or at the employee's preference. Shoes not purchased through the Employers vendor must be pre-approved before wearing. The Employer agrees to ship one (1) pair of shoes back to the vendor per academic year, at no cost to the employee.

ARTICLE 23 – 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, 2015:

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 <u>Article 2</u> 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.

- <u>Section 3.</u> <u>Contributions.</u> Employee contributions for benefits will be at the standard Sodexo rates, and are subject to change from time to time in accordance with changes made for all Sodexo employees or as required by law.
- <u>Section 4.</u> <u>Dental and Vision Plans.</u> Dental and Vision Plans may be offered in accordance with the terms and conditions of the Standard Benefit Plans. The Employer shall deduct the employee's premium from each paycheck on a pre-tax basis.
- <u>Section 5.</u> <u>Life Insurance.</u> 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.
- <u>Section 6.</u> <u>Disability Insurance.</u> The Employer shall provide Short-Term and Long-Term Disability in accordance with the Standard Benefits Plans.
- <u>Section 7.</u> <u>Premium Changes.</u> 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.
- <u>Section 9.</u> <u>Employer/Employee Premium Payments While on Temporary Unit Closing (TUC) Leave.</u> During the months that an employee is on Temporary Unit Closing (TUC) leave (that is, the summer months between academic years, Winter Break and Spring Break), the Employer will continue to pay its share of the cost of the premium on behalf of the employee so long as the employee continues to pay his/her share of the cost of the premium. Employees on Temporary Unit Closing (TUC) leave will be required to make arrangements with the Employer in May, prior to the end of the academic year, as to how they will pay their share of the premium during the summer Temporary Unit Closing (TUC) leave period. Employees who fail to timely pay their share of the premium during Temporary Unit Closing (TUC) leave periods will have their group insurance coverage cancelled.

<u>Section 10</u> - <u>Life Insurance</u> for Part-Time employees - Regular part-time employees who have completed their probationary period will be provided with a ten thousand dollar (\$10,000.00) group life insurance policy.

ARTICLE 24 – ALCOHOL AND DRUG ABUSE POLICY

<u>Section 1.</u> 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.

<u>Section 2.</u> The parties hereby adopt and incorporate by reference the Drug/Alcohol Test Implementation Guidelines annexed to this Agreement as <u>Appendix A</u>. Employees may request a Steward or Union Representative to be present; however, it shall not delay or interfere with the testing of the employee.

ARTICLE 25 – TEMPORARY TRANSITIONAL DUTY PROGRAM

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

Section 2. Prior to offering a Temporary Transitional Duty assignment to an employee, the Company will give the Union three business days' notice of the proposed position and modifications. If the Union objects to the assignment for good cause, the Company will delay implementation of the proposed assignment for up to five additional business days, during which time the parties will meet (in person or by telephone) to review and attempt to resolve the Union's objections. If the parties are unable to agree, the Company may proceed with the implementation of the assignment and the Union may pursue the matter through the grievance and arbitration procedure.

<u>Section 3.</u> No employee shall be disciplined for rejecting a Temporary Transitional Duty assignment. However, the rejection may have an impact on the employee's entitlement to workers' compensation benefits, depending on the applicable state workers' compensation law.

<u>Section 4.</u> Nothing herein shall be deemed to require the Company to offer a Temporary Transitional Duty assignment to any employee. No Temporary Transitional Duty assignment may be extended beyond ninety (90) days. No Temporary Transitional Duty assignment may become permanent without the express written consent of the parties.

<u>Section 5.</u> 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.

<u>Section 6.</u> Employees who suffer a non-occupational illness or injury may be eligible to work in a modified duty capacity subject to Management approval.

ARTICLE 26 – UNION BUTTONS

Employees shall be permitted to wear their Union buttons at work. There shall be no discrimination against any employee because of Union activity or for holding the position of steward, committee member or other official post of the Union.

ARTICLE 27 – SUCCESSOR CLAUSE

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligation herein contained shall be affected, modified, altered, or changed in any respect whatsoever.

ARTICLE 28 - TERM OF AGREEMENT

Section 1 – This Agreement shall remain in full force and effect from July 1, 2022, through June 30, 2025. Thereafter, this Agreement shall continue in effect from year to year unless either party notifies the other in writing at least sixty (60) days prior to the expiration date of this Agreement indicating its desire to modify, amend, or terminate this Agreement. Any such notice shall specify the proposed modifications or amendments.

SDH EDUCATION WEST AT LYONS TOWNSHIP HIGH SCHOOL- SOUTH, WESTERN SPRINGS, IL AND LYONS TOWNSHIP HIGH SCHOOL- NORTH, LA GRANGE, IL	SEIU, LOCAL 73
Mark Combs	Dian Palmer
Senior Director, Labor Relations	President
August 31, 2022	9/8/22
Date	Date
Mark Havericak, District Manager August 31, 2022	Kim Allen, Sr. Field Organizer
Date	Date
	Date

APPENDIX "A" (DRUG AND ALCOHOL TESTING)

Sodexo, Inc.

Drug/Alcohol Test Implementation Guidelines

POST-ACCIDENT SUBSTANCE ABUSE TESTING

A. Circumstances When Testing Will Be Required

As permitted by law, Sodexo will conduct drug and/or alcohol testing following on-the-job accidents, as defined in Section C, below, in accordance with the procedures set forth in this 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.

I acknowledge that I have received a copy of the Sodexo Drug/Alcohol Test Implementation Guidelines. (Signature of Applicant/Employee) (Printed Name)