

**AGREEMENT
BETWEEN**

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

at

**BERGEN NEW BRIDGE MEDICAL CENTER
230 EAST RIDGEWOOD AVE., PARAMUS, NJ 07652**

and

JNESO-DISTRICT COUNCIL 1, IUOE/AFL-CIO

EFFECTIVE DATES:

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TO: OCTOBER 31, 2023

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PREAMBLE

Section 1. This AGREEMENT made and entered into by and between SDH Services East, LLC, a subsidiary of Sodexo, Inc., at Bergen New Bridge Medical Center, 230 E Ridgewood Ave, Paramus, NJ 07652 ("Employer" or "Company"), and JNESO- District Council 1, IUOE/AFL-CIO ("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 in 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 the employees defined in Article 1. and the Employer's right to manage the business.

ARTICLE 1 – RECOGNITION

Section 1 The Employer recognizes the Union as the sole and exclusive bargaining representative with respect to wages, hours, and other terms and conditions of employment for all full-time and regular part-time employees of SDH Services East, LLC, a subsidiary of Sodexo, Inc., the Employer at Bergen New Bridge Medical Center, 230 E Ridgewood Ave, Paramus, NJ 07652 in the dietitian classification, as 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, or any students employed in connection with a vocational education or work study program, casual/substitute employees, temporary employees, and supervisors and guards as defined in the National Labor Relations Act.

Section 2

- a) Throughout this agreement JNESO shall be referred to as the "Union."
- b) The Bergen New Bridge Medical Center/SDH Local Unit shall be referred to as the "Local."
- c) Whenever the word "employees" is used in this Agreement it shall mean the employees in the bargaining unit.

ARTICLE 2 – DEFINITIONS

Section 1. Full-Time Employee:

A "full-time employee" is one who works an average of thirty (30) or more hours per week.

Section 2. Part-Time Employee:

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.

Section 3. Per Diem Employee:

A Per Diem employee is one who is not regularly scheduled to work, but may work as needed and is not in the bargaining unit.

Section 4. Temporary Employee:

A temporary employee is one that is scheduled to work no more than 120 days or to the

conclusion of the replaced employee's Leave of Absence. Temporary employees shall be considered full time or part time, depending on the number of hours worked, if they continue to be regularly scheduled to work at the conclusion of the 120 days temporary or LOA assignment.

It is not the intent of the Employer to use temporary/ per diem employees in lieu of part time or full time bargaining unit employees.

ARTICLE 3 – 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 for employment 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 Federal and State 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.

Section 2. The Employer shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Union and its affiliates or participation in any lawful activities of the Union, or its affiliates, collective negotiations with Sodexo, Inc., of any grievance, complaint or proceeding under this Agreement.

Section 3. 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 4. 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.

Section 5. 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.

ARTICLE 4 – 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 for just cause; to retire or relieve employees from duty because of lack of work or other business-related reason; to determine and require standards of performance; to maintain discipline, order and efficiency; to determine operating standards, and operational and other policies; to determine methods of time-keeping; 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; 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; to determine job content and classifications required; and to make and enforce all rules relating to work, operations, and safety.

Section 3. The Employer shall notify the Union of any significant changes in the job duties of the employee/s prior to implementing such changes. Nothing in this section is intended to limit management's rights to assign duties to the workforce or limit the Union's Rights under the National Labor Relations Act.

ARTICLE 5 – 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 thirtieth (30th) day following the execution or effective date of this Agreement, or on or after the thirtieth (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. The failure of any employee to become a member of the Union at the required time or remain a member in good standing, as provided in Section 1, shall oblige the Employer upon written notice from the Union to discharge such employee within ten (10) working days after receipt of said notice from the Union, provided the discharge is one permitted by law.

Section 3. Good standing membership in the Union for purposes of this Article means such membership in the Union through membership in JNESO- District Council 1, IUOE/AFL-CIO

Section 4. In the event that Section 1 may not be lawfully applied, all employees in classifications identified in Appendix A shall be informed by the Employer of the existence of this Agreement.

Section 5. 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 checkoff authorization form. The Employer shall remit the completed forms to the union monthly.

ARTICLE 6- UNION NOTIFICATION

Section 1. The Union and the Local shall be notified at the Employer's earliest convenience, not to exceed ten (10) working days exclusive of Saturdays, Sundays and holidays, of any and all proposed new rules, policies, procedures and/or modifications of existing rules, policies and procedures governing working conditions.

Section 2. The Employer agrees to notify the Local of all newly hired employees represented by the Union. Notification shall be monthly, and information shall include the name, full address, telephone number, shift, unit assignment, employment status, number of hours weekly, effective salary rate and date of employment.

Section 3. Newly hired employees shall be advised by the Employer that JNESO is the exclusive bargaining agent for the Dietitian Unit and of the existence of a Union Shop. The union shall be provided fifteen (15) minutes unpaid time to speak to newly hired staff members.

Section 4. Any member who is required to attend a meeting such as a formal grievance meeting or any other meeting called or agreed to by management shall receive their customary rate of pay.

ARTICLE 7- DEDUCTION OF UNION DUES

Section 1. The Employer agrees to deduct each pay period from the wages of each employee who so authorizes such deduction, the amount of regular initiation fees and Union dues as certified to the Employer by the Secretary/Treasurer of the Union.

Section 2. The Employer shall remit each month to the Union the amount of deductions made for the preceding month, including initiation fees, reinstatement fees, membership dues, and arrears, together with a list of employees with their social security numbers, hourly rate of pay, and arrearages per week or month, for whom such deductions have been made. The remittance shall be forwarded not later than the twenty-fifth (25th) of the month following the month in which the deductions were made. The Parties agree that they shall continue to meet and confer regarding the implementation of methods and processes that will improve the efficiency of compiling and transmitting information relevant to such deductions.

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, transfer to a job other than one covered by the bargaining unit, an agreed upon leave of absence and revocation of the checkoff authorization in accordance with its terms or with applicable law.

Notwithstanding the above, upon the return of the employee to work from any of the foregoing enumerated absences, the Employer will immediately resume the obligations of making such deductions, except the deductions for terminated employees shall be governed by Section 1 hereof. This provision, however, shall not relieve any employee of the obligation to make the required dues payment pursuant to the Union Constitution in order to remain in good standing.

Section 4. The Employer shall not be obligated to make dues deductions of any kind from any employee in the bargaining unit who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

Section 5. The Union shall hold harmless the Employer from any and all claims that may arise out of the Employer's compliance with this Article.

ARTICLE 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.

ARTICLE 9 – LABOR-MANAGEMENT COMMITTEE

There shall be a Labor-Management Committee consisting of no more than three (3) individuals from each party. 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 (1) time each month. 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 – 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, such as to prevent interference with operations or to comply with client restrictions on access to its premises. However, access will not be unreasonably withheld.

Section 2. An authorized representative of the Union will notify the General Manager or authorized designee of his or her desire to visit in advance of arriving at the Employer's or client's premises. Upon arrival at the Employer's or client's premises, the Union's designated representative will notify the General Manager or authorized designee, in person, of his/her presence prior to speaking to any employee. Such visitation shall not interfere with the work of the employees or service to the customers of the Employer and must adhere strictly to the client's security regulations.

ARTICLE 11 – UNION STEWARDS

Section 1. The number of Union Stewards shall be one (1). The Union shall advise the Employer in writing of the name of Union Steward. If the steward is the Grievant, he or she shall be entitled to representation by a union representative. 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. 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 3. 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 4. 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.

ARTICLE 12 – SENIORITY

Section 1. "Employer Seniority" shall be defined as the employee's length of continuous service with the Employer 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 15), Lay Off and Recall (Article 16), Hours of Work and Overtime (Article 20), and Vacation (Article 25).

Section 2. The Employer shall furnish to the Union, at the start of any contract year, a copy of an up-to-date seniority list, which shall include the name and address of each employee along with his or her most recent job title, salary, shift, 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 reasons:

- 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.
- g) 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.

If continuous employment is broken, the employee shall be considered a new employee for all purposes if and when rehired.

Section 4. Accrual and Acquisition - An employee's seniority shall commence after completion of the probationary period and shall be retroactive to the date of the employee's date of hire (Bergen Pines, Bergen Regional, Professional Services and Morrison Health Care, a Division of Compass Group time included). Seniority shall not accrue during leaves of absence that extends past FMLA leave or while an employee is on suspension, but all prior seniority shall be retained unless otherwise set forth in this Agreement.

ARTICLE 13 – PROBATION

Newly hired employees shall be deemed to be probationary during their first sixty (60) calendar days. Days lost from work during the sixty (60) day probation period shall not be considered in computing the sixty (60) day period. During the probation period, an employee may be terminated in the sole discretion of the Employer without recourse to the Grievance and Arbitration procedure under this Agreement. Unless otherwise provided in this Agreement, a probationary employee is not eligible for any benefits set forth in this Agreement. Upon successful completion of the probationary period, an employee will have seniority retroactive to the commencement of work.

ARTICLE 14 – JOB POSTING

Section 1. Any new position or vacancy as determined by management shall be posted on a bulletin board 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 ten (10) working days of the closing of the posting. Within twenty (20) working days after a determination to fill a posted position, all applicants shall be notified of the decision by the Unit Manager.

Section 2. The posting shall contain the minimum qualifications, skill requirements, work year, workweek, wage rate, and job description for the posted position. Copies of all postings shall be emailed to the Union office. Copies of completed postings shall be emailed to the Union office within ten (10) working days of the bid award.

Section 3. All such vacancies shall be filled by awarding the position to the most senior qualified employee, as determined by management, 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 fifteen (15) working days, if possible. Vacancies resulting from the initial job posting shall be filled as provided in this Article up to a maximum of three (3) postings.

Nothing contained in this Article shall prevent the Employer from temporarily filling a job vacancy until the job has been filled through the posting and bidding process.

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 thirty (30) calendar days of employment 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 his or her former position shall not be subject to any progressive discipline requirement or to the Grievance and Arbitration procedure under this Agreement.

Section 6. There shall be no restrictions on the Employer's right to assign any employee to work on a temporary basis in any position for which the employee is qualified. In such circumstances, the employee will be paid in accordance with Article 21 –

ARTICLE 15 – 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' written notice, in cases of layoff, before the date it is to take effect unless it is beyond the Employer's control. Both parties will meet to discuss the layoff. The meeting between the parties cannot be construed as impairment to the timing of the layoff.

Section 3. Layoff

a) The Employer shall determine the units and/or departments where layoffs will be made and the job title(s) of the employees to be laid off.

The Employer will lay off employees in reverse order of seniority in the following order:

- Volunteers
- Probationary or temporary employees
- Least senior employees *

Section 4. 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 5. The affected employee(s) may exercise one of the following options:

- a) The employee may bump the least senior employee within his or her 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 may opt to fill a vacancy in any classification if, in the Employer's opinion, he or she is qualified and has 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 working days after 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.
- f) An employee who, prior to layoff, worked a full-time schedule shall not lose his/her position on a recall list by declining a part-time job or vice versa.
- g) An employee who is currently employed by another employer when they receive the recall notification must notify the employer within five (5) working days after the date the message was received of their intent to report to work after notification, and must report to work fourteen (14) days from the original date of notification of recall. The employee is required to provide proof of current employment if they claim they need fourteen days' notice prior to returning to work due to recall.

ARTICLE 16 – LEAVES OF ABSENCE

Section 1. Upon written notice to the Employer, an employee with at least one (1) 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 and must include a return to work date. All leave requests shall be subject to approval in the sole discretion of the Employer. 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. A request for an extension will not be unreasonably denied. The employee shall give a minimum of fourteen (14) calendar day's notice of such request. Applications shall not be denied in a discriminatory manner.

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 day's notice of such request. Such leave shall not exceed sixty (60) calendar days. No more than two (2) employees from the bargaining unit may be awarded such leave at a time. The Employer shall continue to pay for the employee's benefits during such leave provided that the Union and/or the employee reimburses the Employer in full for such benefits beginning on the first day of the

month following the commencement of such leave. During such leave, the Employer will continue the seniority of the employee on leave and the accrual of benefits based on seniority.

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 provide 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 his or her seniority as provided for in the Layoff and Recall Article (Article 16). 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. Extension of Leave - If an employee requests an extension of any leave, they must submit that at least ten (10) days before the scheduled expiration of that leave. The employer will notify the employee of its decision no later than seven (7) days after receiving such an application. Such extensions shall not be denied in a discriminatory manner.

Section 7. 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 8. Union Leave - Members of the Union who are elected or designated by the Local to attend any meeting or educational conference of the Union or convention of the Union or other bodies with which the Union is affiliated shall be granted the necessary time off using accrued benefit time or unpaid leave, provided that notification is given to the Employer in writing by the Union at least ten (10) working days in advance and provided that such requests are not in excess of two (2) working days per year for up to two (2) employees. The request for such leave shall be answered by the Employer within five (5) working days of receipt by the Employer of the request.

Section 9. Court Appearance Leave - An employee shall be paid for job-related court appearances as required by the Employer. The employee shall present the subpoena to his immediate supervisor or department head upon receipt.

Section 10. Convention Leave - The use of accrued benefit time or unpaid leave shall not be unreasonably denied for the Local's Executive Committee (President, Vice President, Secretary/Treasurer, Grievance Steward) to attend Union conventions. The Union will submit requests for this leave three (3) months prior to the date of the convention. All leaves must be approved by the Employer.

Section 11. 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 of this Article.

ARTICLE 17 – 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 is 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 Representative or designee within seven (7) calendar days of such disciplinary action.

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 three (3) 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 meeting shall be temporarily postponed unless it involves a 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 a suspension or suspension with intent to discharge is not involved, the meeting 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.

Section 7. Personnel Files

(a) For each employee a personnel file will be maintained. An employee shall be entitled to review his/her personnel file provided that a written request to do so is received.

(b) Any disciplinary action not sustained as a result of the grievance process shall be removed from

the personnel file.

- (c) Sustained disciplinary actions, with no recurrence of discipline for two (2) years of active employment thereafter, shall not be considered for the purposes of progressive discipline.

ARTICLE 18 – GRIEVANCE PROCEDURE

Section 1.

a) A grievance shall be defined as any difference between the Company and the Union or an employee of the Company arising out of or under this Agreement or pertaining to the interpretation, application or observance of this Agreement.

b) The term "employee" shall mean those employees recognized in Article 1 and shall include a single employee or a group of employees. The term "immediate supervisor" or his/her designee shall mean the person to whom the aggrieved employee is directly responsible under the Table of Organization, or their designee. The term "representative" shall include the Union and any employee authorized to act by the Local Union.

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 or designee within seven (7) 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. Grievances concerning the employee's paycheck should be brought to the Employer's attention when the employee becomes aware of it. The Employer will make every reasonable effort to resolve substantial payroll errors as soon as practicable. The General Manager shall provide a documented response within five (5) working days after receipt of the grievance.

Step 2: If the grievance is not settled to the satisfaction of the Union at Step 1, the Union Representative or other designee, within ten (10) calendar days after receiving the General Manager or his/her designee's reply, shall submit the grievance to the District Manager or his/her 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 the matter. Either the District Manager or his/her designee, or the Union, may request a meeting for the purpose of resolving the grievance prior to the Employer's decision. If requested, 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 a decision in the matter and the reasons for the decision.

If the grievance is not resolved after the procedures in Step 2 have been completed, the parties, by mutual agreement, may refer the matter to non-binding mediation. Such referrals shall occur within five working days after the Union receives the written response from the District Manager or his/her designee. The Grievance Mediation procedure is set forth in Appendix B.

Arbitration: If the grievance cannot be satisfactorily adjusted at Step 2, 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 American Arbitration Association 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 AAA. The arbitrator shall be jointly agreed upon from a panel supplied by the American Arbitration Association pursuant to its Voluntary Rules of Labor Arbitration.

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 the level of discipline imposed, but shall not have the ability or power to in add to, 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 the matter. If the employer fails to adhere to any of the timeframes in this procedure, the Union may advance the grievance to the next step of the procedure any time after the Employer response was due.

Section 4. Grievances concerning disciplinary suspensions or discharges may be submitted at the second step of the grievance procedure. If the grievance is not settled at Step 2, 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. The employer shall provide the employee and the Union with copies of all disciplinary action subject to a grievance.

Section 9. 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 19 – HOURS OF WORK AND OVERTIME

Section 1. The “workweek” shall consist of a seven (7)-day payroll period beginning Friday at 12:00 a.m. and ending Thursday at 11:59 p.m. 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 shall have the right to determine the format in which employees record their time.

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 at its discretion. Employees will be provided orientation and training on the time-keeping system that is 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 law.

Section 3. The Employer has the right to require employees to work overtime as may be necessary to meet operational needs.

Section 4. Work Schedules. The Employer will post a schedule of each employee’s shift (days and hours) four (4) weeks in advance of the start of each work week.

Section 5. 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 6. All employees covered by this Agreement may be permitted to take one (1) fifteen (15)-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 also receive a one-half (1/2)-hour unpaid meal break to be scheduled by the manager or his/her designee. Employees shall be permitted to leave their work area during meal periods, based on operational needs. When an employee is required by management to work during their meal period, she/he shall be paid for said meal period unless provided a lunch break within their present shift.

Section 7. Weekend work. Employees shall self-schedule weekend work for three (3) months in advance, at the approval of management.

ARTICLE 20 – 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 his/her 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 by check, direct deposit or electronic money card, as determined by the Employer.

Section 5. 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 6. The Employer has the right to establish new job classifications and to change existing job classifications 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 posting such job classification. The Employer shall meet with the Union to discuss the new or changed job classification, if the Union so requests. Nothing contained herein shall prevent the Employer from implementing such new or changed job(s). It is agreed by the parties that the Union has the right to negotiate the effects of any significant changes in job classifications.

ARTICLE 21 – REPORTING PAY

Section 1. Regularly scheduled employees shall be guaranteed a minimum of one-half (1/2) of their regularly scheduled hours at their applicable rate on any 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 the 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 in the meeting at the applicable rate for their regular job classification.

Section 3. Weather Emergencies. On a day when a state of emergency is called for the state of New Jersey, our employees are considered essential personnel and are expected to make every effort to come to work. If management agrees that the employee is not required to report to work, the employee may request to use an available vacation or sick day. Schedules may also be adjusted in anticipation of the weather emergency with the approval of the Employer/manager.

ARTICLE 22 – 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 a call-in emergency shall not be less than one-half (1/2) the employee's regularly scheduled hours at the employee's regular rate of pay. Employees shall perform any tasks that are reasonably within their job classification as assigned.

ARTICLE 23 – HOLIDAYS

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

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Section 2. Employees who are not scheduled to work on a holiday will receive their regular rate of pay for the holiday.

Section 3. Employees who work on a paid holiday will receive time-and-one-half (1-½x) their regular rate of pay for all hours worked on the holiday. An employee who works on a holiday will receive another day off with pay within six (6) months of the holiday or eight (8) hours pay in lieu of by mutual agreement between Sodexo and the employee.

Section 4. Previously Morrison Healthcare employees will also be eligible for three (3) personal days each year, non-cumulative, one of which can be scheduled as an "emergency day". Other newly hired employees will be eligible for personal days upon completion of three (3) months of employment. Personal day requests shall not be unreasonably denied.

Section 5. The Employer shall respond to requests for personal days within seven (7) calendar days, so long as the request is submitted at least fourteen (14) days in advance. Such response shall indicate either the request is approved or denied.

Section 6. Payment for holidays shall be based on an individual employee's regularly scheduled hours and regular rate of pay.

Section 7. 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 8. 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.

Section 9. The employee may request to use a personal day or available vacation day for the observance of a religious holiday. Approval shall be based on operational need but shall not be unreasonably denied.

Section 10. Recognizing that the Employer operates each day of the year and that it is not possible

for all employees to be off on the same day, holiday work may be equitably assigned. Each dietitian will submit two choices of holiday-to-work each year. If more than one dietitian has the same choices, management will grant the choices based on seniority. However, in this condition the same dietitian will not be granted the same choice of the previous year, unless there are no other request. If the granted holiday assignment should become available at a later date, the next most senior employee that requested to work on that holiday shall be notified and permitted to change their work schedule

Section 11. Upon voluntary resignation, employees shall be paid for any available and unused holiday.

ARTICLE 24 – VACATIONS

Section 1.

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

<u>Years of Service</u>	<u>Days of Paid Vacation</u>
0 to 1 years	10 days
2 to 8 years	15 days
9 to 24 years	20 days
25+ years	25 days

Section 2. Employees who are hired by Sodexo by on April 23, 2019 and who had previously been employed as dietitians for Morrison Healthcare at New Bridge Medical Center will have their past years of continuous service as dietitians at New Bridge Medical Center credited for purposes of their vacation entitlement, regardless of Employer.

Section 3. Vacation shall be accrued on the basis of anniversary date as dietitians at New Bridge Medical Center. Effective calendar year 2020, employees shall accrue vacation from January 1 through December 31. Employees may use their vacation throughout the year, based on management approval, and must use their vacation that accrues each year by December 31 each year. Vacation may be used after three (3) months of employment. The Employer shall deduct from an employee's final paycheck upon termination any used but not yet accrued vacation.

Section 4. Employees whose employment terminates for any reason shall be paid all earned but unused vacation, except as may otherwise be required by law. Vacation shall be paid at the rate of the individual employee's regular rate of pay.

Section 5. In the case of the death of an employee, accrued and available/unused vacation shall be paid at the request of the employee's legally declared estate and/or beneficiary.

Section 6. If employees' available vacation is not reported on the standard pay stub, the employer shall provide on a quarterly basis a report indicating each employee's available vacation.

Section 7. The Employer will approve vacation for blocks of five (5) days or more on an annual basis. Vacations taken in increments of less than five (5) days must be requested two (2) weeks in advance. The department Manager will distribute a vacation preference schedule November 1st of each year for the selection of vacation for the period of the following January 1 through December 31. The employees will make their preference selection by December 1st and return them to their department

Manager. The department Manager will finalize the schedule and publish it January 1st. If an employee makes no selection by December 1st, vacations will be granted on a first come, first serve basis. No more than three (3) weeks of an employee's vacation may be scheduled during the months of June, July, August, and December of any year. Employees may take the same vacation period for two (2) years, consecutively, or longer, if there are no other requests. All vacation requests are subject to approval. Switching of vacation may occur up to thirty (30) days prior to the scheduled vacations.

ARTICLE 25 – SICK LEAVE

Section 1. Full-time employees shall be eligible to accrue sick leave at the rate of one (1) day per month. Accrued and unused sick days shall be paid out at the end of the calendar year.

Part time employee shall be eligible to accrue sick leave at the rate of one (1) hour for every thirty (30) hours worked, to a maximum of forty (40) hours annually. Accrued and unused sick time is forfeited at the end of the calendar year.

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

Section 3. Sick time may not be rolled over from year to year.

Section 4. Sick time that is unused shall not be paid out upon termination of employment.

Section 5. 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.

Section 6. 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.

Section 7. The Employer shall comply with all applicable federal, state or local ordinances pertaining to employee sick leave. Per Diem employees are not eligible for any rights under this Article, except as may be required by law. To the extent this Agreement provides rights which are more favorable to employees than those provided by federal, state or local ordinance, such more favorable rights and benefits shall continue for the term of this Agreement.

ARTICLE 26 – 401K

Employees may participate in the Employer's 401(k) plan according to the Terms and Conditions, rules, policies, and eligibilities of that Plan, which may be changed from time to time by the Employer in its sole discretion, without bargaining with the Union. This waiver of bargaining will continue in effect following the expiration of this Agreement, until changed by written agreement of the parties.

ARTICLE 27 – INSURANCE

Section 1. Trust & Reporting Language:

Effective January 1, 2021, the Employer agrees to contribute for each employee covered by this Agreement to UNITE HERE HEALTH ("Fund") for the purpose of providing health and welfare benefits under the UNITE HERE HEALTH Food Service Plan Unit II ("FSP II"), or such new, merged or consolidated plan units as may be adopted by the Trustees. Said contributions shall be submitted electronically together with an electronic report of the employee data required

by the Fund in the format prescribed by the Fund, no later than the fifteenth (15th) day of the month preceding the month of coverage.

In addition to providing the monthly report and payment set forth above, the Employer must report to the Fund, by no later than 10am on the last business day of the month, any changes in the status of an employee that may affect that employee's coverage (for example, terminations, layoffs, new hires and newly eligibles). Since the Fund generally cannot rescind coverage, if the Employer fails to timely report a change that would otherwise terminate coverage, the Employer must pay the entire contribution for that employee (including any co-premium normally paid by the employee) for each additional month until the status change is reported to the Fund. If the Employer timely reports a change that would otherwise terminate coverage, the Employer will receive a credit for any applicable monthly payment submitted during the month of change.

The Employer agrees to submit the electronic payments and reports in a format approved by the Fund or directly via the Fund's online system. The parties acknowledge that an Excel spreadsheet with the required data fields and payment via ACH are approved formats. The Union and Employer acknowledge that the Employer's late report may result in a delay in the benefits of otherwise eligible employees.

The Employer and the Union agree to be bound by the Agreement and Declaration of Trust ("Trust Agreement") of the Fund as may, from time to time, be amended, and they do hereby irrevocably designate as their respective representatives on the Board of Trustees, such Trustees named in said Trust Agreement as Employer and Union Trustees, together with their successors selected as provided therein, and agree to abide and be bound by all procedures established and actions taken by the Trustees pursuant to said Trust Agreement. Any provision in this Agreement that is inconsistent with the Trust Agreement, or the Plan of Benefits, rules, or procedures established by the Trustees, shall be null and void.

Section 2. General Provisions:

The Employer shall contribute to the Fund for all eligible employees. An eligible employee is defined as an employee who is designated as a full-time (regularly works 30 hours or more per week), upon the earlier of:

- a) The first of the month following completion of two (2) months of employment; or
- b) Completion of one thousand and twenty (1,020) hours of service.

Section 3. Monthly Contributions:

(A) Medical

The Employer shall contribute the sums stated below for each eligible employee.

Gold Plus PPO - Monthly Rates

<u>Effective Date</u>	<u>Single</u>	<u>Single Plus Spouse</u>	<u>Single Plus Child(ren)</u>	<u>Family</u>
1/1/21	\$674.88	\$1,439.34	\$1,125.74	\$1,999.10
1/1/22	\$685.00	\$1,460.93	\$1,142.62	\$2,029.09
1/1/23	TBD	TBD	TBD	TBD

(B) Vision

The Employer shall contribute the sums stated below for each eligible employee.

Vision Plus – Monthly Rates

<u>Effective Date</u>	<u>Single</u>	<u>Single + Spouse</u>	<u>Single + Child(ren)</u>	<u>Family</u>
1/1/21	\$6.86	\$12.46	\$13.07	\$20.18
1/1/22	\$6.97	\$12.65	\$13.27	\$20.48
1/1/23	TBD	TBD	TBD	TBD

(C) Dental

The Employer shall contribute the sums stated below for each eligible employee.

Dental PPO -Monthly Rates

<u>Effective Date</u>	<u>Single</u>	<u>Single Plus Spouse</u>	<u>Single Plus Child(ren)</u>	<u>Family</u>
1/1/21	\$32.30	\$79.90	\$76.96	\$110.73
1/1/22	\$32.78	\$80.90	\$78.11	\$112.39
1/1/23	TBD	TBD	TBD	TBD

(D) Life and AD&D

The Employer will submit Life and AD&D contributions to the Fund for all eligible employees, including those who decline Medical coverage, at the following monthly rates.

Life and ADD - Monthly Rates (\$10,000/\$10,000)

<u>Effective Date</u>	<u>Single</u>
1/1/21	\$1.90
1/1/22	\$1.90
1/1/23	TBD

(E) Effective 1/1/21 through the expiration of this Agreement, the Employer agrees to contribute contribution rates necessary for the above-mentioned benefits, as determined by the Fund, to sustain benefits. The parties agree and understand that, if the appropriate contribution rates are not paid, the Trustees of the Fund may eliminate benefits to otherwise eligible participants and terminate the employer's participation pursuant to the Fund's Minimum Standards. An annual increase that is more than five percent (5%) above the prior year total premium shall be borne on the employee.

Section 4. Employee Co-premium:

Medical: 20% of the premium for all levels of coverage

<u>Coverage Level</u>	<u>Employee weekly co-premium</u>		
	<u>1/1/2021</u>	<u>1/1/2022</u>	<u>1/1/2023</u>

Single	\$31.15	\$31.62	TBD
Single + Spouse	\$66.43	\$67.43	TBD
Single + Child(ren)	\$51.96	\$52.74	TBD
Family	\$92.27	\$93.65	TBD

Vision: 20% of the premium for all levels of coverage

<u>Coverage Level</u>	<u>Employee weekly co-premium</u>		
	<u>1/1/2021</u>	<u>1/1/2022</u>	<u>1/1/2023</u>
Single	\$0.316	\$0.322	TBD
Single + Spouse	\$0.575	\$0.584	TBD
Single + Child(ren)	\$0.603	\$0.612	TBD
Family	\$0.931	\$0.945	TBD

Dental: 20% of the premium for all levels of coverage

<u>Coverage Level</u>	<u>Employee weekly co-premium</u>		
	<u>1/1/2021</u>	<u>1/1/2022</u>	<u>1/1/2023</u>
Single	\$1.49	\$1.51	TBD
Single + Spouse	\$3.67	\$3.73	TBD
Single + Child(ren)	\$3.55	\$3.61	TBD
Family	\$5.11	\$5.19	TBD

Section 5. The Employer will deduct the applicable amounts listed above from employees' paychecks on a weekly basis or make other arrangements for the collection of the employee co-premium. The Employer will submit the entire contribution to the Fund on a monthly basis on behalf of all eligible employees.

The parties agree that employees cannot waive coverage in exchange for wages or some other type of benefit.

ARTICLE 28 – TRAVEL ALLOWANCE

Any employees who are required by the Employer to utilize their own vehicle to attend work related seminars/trainings, or are requested to voluntarily 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 29 – 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. In such cases the employee may elect to use any available paid leave. An employee may be granted up to three (3) days of unpaid leave or they may take available sick or vacation days for the death of their aunt, uncle, or cousin.

ARTICLE 30 – JURY DUTY

Section 1. This benefit is available for employees who have completed probation prior to commencement of 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 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 31 – BULLETIN BOARDS

The Employer shall permit the Union the reasonable use of a bulletin board 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 clients or customers.

ARTICLE 32 – UNIFORMS

Section 1. If lab coats are required to be worn at work, the Employer shall supply all regularly scheduled employees with three (3) lab coats each year. The employees may be required to wear other clothing and footwear as determined by the Employer. The Union will be notified of the determination and the Employer will meet to discuss these changes with the Union. The parties agree that they will meet to negotiate any change that will cause an additional economic cost increase to the employee.

Section 2. If the Employer provides uniforms/lab coats, then employees will be required to launder and maintain the uniforms/lab coats.

Section 3. If an employee destroys, damages, or loses their uniform/lab coat, the employee will be responsible for the cost of replacement.

Section 4. Employees shall be permitted to wear one union button no larger than one (1) inch while performing their duties in non-public, non-customer-facing areas, provided the button is not defamatory or disparaging toward the Employer or the Employer's client. The provisions pursuant to this Article and Section shall continue in full force and effect through the expiration of this Agreement.

ARTICLE 33 – ALCOHOL AND DRUG ABUSE POLICY

Section 1. The Employer and the Union recognize that they must endeavor to provide safe and efficient operations for the protection and benefit of the general public, and the Employer's guests and employees. As part of its efforts to achieve this goal, the Employer must

require that its work be performed by employees who are not under the influence of illegal drugs or alcohol at work. For purposes of this Agreement, the term "drugs" shall include drugs and alcohol, as appropriate.

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

ARTICLE 34 - TEMPORARY TRANSITIONAL DUTY PROGRAM

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

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

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

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

Section 5. Nothing herein shall be construed to add to or diminish the obligations of the parties under the Americans with Disabilities Act and/or state or local law relating to accommodation of disabilities.

ARTICLE 35 – 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.

ARTICLE 36 – 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 over the invalidated portion thereof.

ARTICLE 37 – PAST PRACTICES

Unless they have been specifically disclosed to and adopted by the Employer in writing, past practices that may have been in effect at this account will not continue.

ARTICLE 38 – DURATION OF AGREEMENT

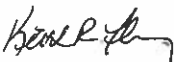
Section 1. This Agreement shall take effect as of November 1, 2020 and shall remain in effect up to and including October 31, 2023. If either party desires to negotiate changes in this Agreement to take effect upon its termination, the party shall give notice at least 60 days prior to contract termination 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.

IN WITNESS WHEREOF, SDH Services East, LLC, a subsidiary of Sodexo, Inc., at New Bridge Medical Center, 230 E Ridgewood Ave, Paramus, NJ 07652 and JNESO- District Council 1, IUOE/AFL-CIO have caused this Agreement to be signed by their duly authorized representatives.

SIGNED ON BEHALF OF:

SDH Services East, LLC
a subsidiary of Sodexo, Inc.
at Bergen New Bridge Medical Center
Paramus, NJ



Keith Fleming
Director, Labor Relations



John Loughran (Nov 2, 2020 17:14 EST)

John Loughran
District Manager

Date: Nov 2, 2020

SIGNED ON BEHALF OF:

JNESO- District Council 1, IUOE/AFL-CIO



meredith larson (Nov 3, 2020 19:08 EST)

Meredith Larson
Business Agent

Date: Nov 3, 2020

SIDE LETTER- SIGNING BONUS

As soon as administratively possible after execution of this Agreement, certain employees shall receive a signing bonus as follows:

Employees on the payroll as of June 1, 2020 shall receive a bonus of 6% of their regular wage rate for all regular hours worked (not including overtime, vacation, sick, holiday or any other non-productive time) from the period of March 15, 2020 through June 6, 2020 (the initial height of the Covid crisis).

SIDE LETTER - MEALS

The practice of dietitians eating meals provided by the Medical Center, as determined by management, shall continue so long as Sodexo continues to provide means to the management staff.

APPENDIX "A" (WAGES)

Section 1. The following are minimum rates of pay for each classification:

<u>Classification</u>	<u>Classification Rate</u>
Dietitian 1	\$27.50
Dietitian 2	\$29.81

At no time will a new hire dietitian be paid a rate greater than a current bargaining unit member who has equal or greater experience and/or qualifications for the dietitian position.

New hires who have not yet passed the RD exam when hired shall be on probation for the first three (3) months, and must pass the RD exam and become an RD within three (3) months of employment. If a new hire fails to pass the RD exam within their 6 months of probationary employment, the employee may be terminated at the sole discretion of the Employer without recourse to the Grievance and Arbitration procedure under this Agreement.

Section 2. The following are general wage increases for employees in the bargaining unit who have completed their probationary period and are on Employer payroll on the following effective date:

<u>Effective Date</u>	<u>General Wage Increase:</u>
11/1/2020	\$0.70
11/1/2021	\$0.70
11/1/2022	\$0.70

Section 3. Employees whose regularly scheduled hours of work include non-shift hours on Saturday, Sunday, and/or holidays will receive a weekend/holiday differential of one dollar and twenty-five cents (\$1.25) per hour, in addition to their regular hourly rate of pay for all hours worked. If a holiday falls on a Saturday or a Sunday, the employee who works that holiday shall be eligible for holiday pay but shall not also receive the weekend differential.

APPENDIX “B”- PROFESSIONAL BENEFITS

Section 1. Professional Benefits. Registered Dietitians shall be eligible for professional benefits that are generally made available to Registered Dietitians in Sodexo healthcare facilities, such as reimbursement of fees for Commission on Dietetic Registration, application and renewal fees for mandatory state licensure, and CEUs, per the Employer's Professional Benefits policy. A copy of the RD Professional Benefits Policy shall be provided to the Union and the employee upon request. The Union shall be notified if the Employer's Professional Benefits Policy changes.

Section 2. Continuing Education. Registered Dietitians may apply for reimbursement for continuing education if the course meets the requirements under the Employer's Educational Assistance Program. The Educational Assistance Program may be discontinued by the Employer at any time and for any reason at the sole discretion of the Employer, without bargaining with the Union. The Union shall be notified if the Employer's Educational Assistance Program changes or is discontinued.

APPENDIX C (GRIEVANCE MEDIATION)

The process below is intended to give effect to the Grievance Mediation process set forth in Article 19, 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 representatives of the Employer and up to two representatives of the Union, with one representative of each party designated as the principal spokesperson. In addition to the Employer and Union representatives, the Grievant shall also have the right to be present. It is expected that at least one of the Employer and Union representatives will be from the local unit from which the grievance arose. The Employer, the Union, and the Grievant will not be represented by outside counsel at the Grievance Mediation, unless mutually agreed otherwise by the Employer and the Union.

Section 2. Selection of Mediator; Cost. A neutral mediator selected by the parties shall be present and mediate the dispute in an attempt to help the Parties settle the grievance. The Parties will identify a panel of acceptable mediators and attempt to select a mediator from that panel. If the Parties cannot agree upon a Mediator immediately upon deciding to proceed to mediation, they may apply to the Federal Mediation and Conciliation Service (FMCS) to submit a list of five names. Each party shall alternate in striking the list, beginning with the Employer on the first occurrence. The person whose name is not stricken shall be the mediator. If a grievance that has been mediated subsequently goes to arbitration, the Mediator of such grievance may not serve as the Arbitrator for the grievance. The cost of the Mediator, if any, shall be shared equally by the Parties.

Section 3. Authority of Mediator. The mediator may conduct the mediation conference using all of the customary techniques associated with mediation including the use of separate caucuses. FMCS rules protecting the mediator's confidentiality and immunity from providing testimony in any subsequent arbitration case, court proceeding, or administrative tribunal shall apply to FMCS grievance mediation. FMCS and the Mediator will be held harmless of any claim of damages arising from the mediation process. The Mediator shall have no authority to compel resolution of the grievance, or to recommend altering, amending or modifying any provisions of this Agreement; or to actually alter, amend or modify any provisions of this Agreement.

Section 4. Evidence, Statements, and Documents. The purpose of the Grievance Mediation is to assist with the resolution of the Grievance. Proceedings before the mediator will be informal and rules of evidence will not apply. No record, stenographic or tape recordings of the meetings will be made and no person at the Grievance Mediation will be placed under oath. The Mediator's notes will be confidential and their content shall not be revealed. Any documents presented to the Mediator shall be returned to the respective parties at the conclusion of the hearing. The Grievance Mediation and any statement or action by the Mediator or the Parties or the Grievant in connection with the Grievance Mediation may not be referred to or used against any Party at arbitration and shall not constitute an admission for any other purpose.

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

opinion shall be provided within five days of the mediation session.

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

APPENDIX D

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. Marijuana: A positive marijuana test is the federal standard of at or above 50 ng/ml.

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 thirty-two (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 (3) 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 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.

For a first positive test result, an Employee will be permitted to take an unpaid leave of absence of up to 30 days for the purpose of participating in a medically approved rehabilitation program. Upon successful completion of the rehabilitation program, the Employee, the Union and the Employer will execute a Return to Work Agreement, specifying that in addition to drug and alcohol testing following any on-the-job injury, the Employee will, for a period of 12 months, be subject to drug and alcohol testing at the direction of management if there is reasonable grounds to suspect that the Employee is under the influence of drugs or alcohol. The penalty for a second positive test for drugs or alcohol shall be termination.

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. 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 test 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)

**DIETITIANS
REGISTRATION/
LICENSE
VERIFICATION**

It is the responsibility of the dietitian to provide current copies of registration and state licensure (where required) to Human Resources upon hire. A copy of this card must be on file in the employee's area Human Resource office and unit personnel file.

**DIETITIANS
PROFESSIONAL
LIABILITY
INSURANCE**

The professional liability of all Sodexo dietitians **performing within the scope of their employment** is covered under Sodexo's blanket liability insurance policy.

**DIETITIAN'S
PROFESSIONAL
BENEFITS**

Health Care Services determines and administers the policies for benefits for all professionally qualified registered dietitians and determines the eligibility requirements. This includes both full-time exempt and exempt employees working a modified work - week.

**PASSING THE
ADA EXAM**

All Clinical Dietitian Apprentice employees are required by Sodexo to become registered within 90 days of receipt of their Verification Statement. Upon passing the exam and providing proof of successful completion they will be eligible for a \$1,000 increase to their base salary. After providing proof of successful completion, the General Manager will process this increase through the District office.

It is our commitment to our clients and contract terms that we provide clinical professionals that are registered with the AND. If an employee has not passed the exam they have to wait 45 days before the exam can be taken again. Failure to successfully pass the AND exam within 1 year of employment with Sodexo Health Care Services may result in the reassignment to a non-clinical position or separation of employment.

ELIGIBILITY

Reimbursement will be processed for membership dues, registration, state required licensure and graduated reimbursement toward required continuing education activities.

**GENERAL
STATEMENTS**

- Dues for membership in the Academy of Nutrition & Dietetics will be reimbursed, charge to Business Dues / Memberships Membership in Dietetic Practice Groups is an individual decision and therefore those dues are not reimbursed.

- Fee for Commission on Dietetic Registration will be reimbursed, charge to account Business Dues / Memberships.
- It is the responsibility of the dietitian to maintain their continuing education credits in order to maintain their registration and state licensure.
- Application and renewal fee for mandatory state licensure or certification will be reimbursed, except in those states that have exemptions for licensed health care facilities.
- For dietitians with 1 to 5 years of service, a maximum of \$150 per year will be reimbursed for appropriate continuing education programs to maintain registration. This does not include attendance at Sodexo sponsored programs for dietitians.
- For each additional completed 5 years of service an additional \$150 will be available. Example:
 - 6 to 10 years service = \$300 per year
 - 11 to 15 years service = \$450 per year
 - 16 to 20 years service = \$600 per year
- Reimbursement may not be carried over from year to year. Charge to Seminar Fees.
- Continuing education credits can also be obtained through Sodexo University courses accessed via Sodexonet.
- The reimbursement can be used for both registration and appropriate travel expenses incurred for the program if the following conditions are met:
 - Prior approval is obtained from your immediate supervisor and District Manager regarding the expense and attendance at the continuing education program.
 - Continuing education credits are obtained for attendance at the program.
 - Documentation for the educational credits and travel expenses must accompany the request for reimbursement to the General Manager who submits to the District Manager for final approval and processing.
 - Your General Manager must authorize approved time out of unit required for continuing educational activities will be considered worked time.

**SPECIALTY
CERTIFICATION**

A goal of Sodexo Health Care Services is to encourage and support specialty certification for registered dietitians in order to promote clinical competence and preparation for advancement and increased clinical responsibility.

ELIGIBILITY

This policy is applicable to registered dietitians employed by the Health Care Services *when required by their position responsibility* and who pass the examination for certification (initial exam and subsequent exams required every 5 years) after their employment with Sodexo commences.

**GENERAL
STATEMENTS**

Specialty Certification of Dietitians is awarded through three (3) prominent professional associations. These associations and respective certified specialists are outlined below:

- American Society of Enteral and Parenteral Nutrition (ASPEN) - Certified Nutrition Support Clinician (CNSC).
- American Association of Diabetes Educators (AADE) - Certified Diabetes Educator (CDE).
- The Commission on Dietetic Registration (CDR) of the Academy of Nutrition & Dietetics - Board Certified Specialist in Pediatric Nutrition, Renal Nutrition, Sports Dietetics, Gerontological Nutrition, and Oncology Nutrition.

Dietitians who pass the examinations will qualify for:

- Reimbursement for the direct cost of the examination (defined as the cost to sit for the examination).
Charge to Seminar Fees.

PROCEDURE

- The dietitian prior to taking the examination must secure approval from the District Manager.
- A copy of the invoice for the test, with proof of successful completion, should be submitted with a completed expense report for reimbursement to the General Manager who submits to the District Manager for final approval and processing.
- Upon successful completion of the certification exam, the salary of the Dietitian will be reviewed with Human Resources to ensure alignment within our compensation structure.

AND CONVENTION

- Attending the AND Food & Nutrition Conference & Expo (FNCE) is not required by Sodexo Health Care. Dietitians *may* request to attend the AND convention and if approved would be allowed up to 3 days to attend provided the following conditions are met:
 - Prior approval is obtained to attend the conference from your immediate supervisor and District Manager
 - General Manager must authorize approved time out of the unit required will be considered worked time.
 - Fees and travel expenses for attending the AND convention are at the discretion of the General Manager. Otherwise are at the expense of the employee.

- 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.
- g) 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.

If continuous employment is broken, the employee shall be considered a new employee for all purposes if and when rehired.

Section 4. Accrual and Acquisition - An employee's seniority shall commence after completion of the probationary period and shall be retroactive to the date of the employee's date of hire (Bergen Pines, Bergen Regional, Professional Services and Morrison Health Care, a Division of Compass Group time included). Seniority shall not accrue during leaves of absence that extends past FMLA leave or while an employee is on suspension, but all prior seniority shall be retained unless otherwise set forth in this Agreement.

ARTICLE 13 – PROBATION

Newly hired employees shall be deemed to be probationary during their first sixty (60) calendar days. Days lost from work during the sixty (60) day probation period shall not be considered in computing the sixty (60) day period. During the probation period, an employee may be terminated in the sole discretion of the Employer without recourse to the Grievance and Arbitration procedure under this Agreement. Unless otherwise provided in this Agreement, a probationary employee is not eligible for any benefits set forth in this Agreement. Upon successful completion of the probationary period, an employee will have seniority retroactive to the commencement of work.

ARTICLE 14 – JOB POSTING

Section 1. Any new position or vacancy as determined by management shall be posted on a bulletin board 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 ten (10) working days of the closing of the posting. Within twenty (20) working days after a determination to fill a posted position, all applicants shall be notified of the decision by the Unit Manager.

Section 2. The posting shall contain the minimum qualifications, skill requirements, work year, workweek, wage rate, and job description for the posted position. Copies of all postings shall be emailed to the Union office. Copies of completed postings shall be emailed to the Union office within ten (10) working days of the bid award.

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 for just cause; to retire or relieve employees from duty because of lack of work or other business-related reason; to determine and require standards of performance; to maintain discipline, order and efficiency; to determine operating standards, and operational and other policies; to determine methods of time-keeping; 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; 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; to determine job content and classifications required; and to make and enforce all rules relating to work, operations, and safety.

Section 3. The Employer shall notify the Union of any significant changes in the job duties of the employee/s prior to implementing such changes. Nothing in this section is intended to limit management's rights to assign duties to the workforce or limit the Union's Rights under the National Labor Relations Act.

ARTICLE 5 – 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 thirtieth (30th) day following the execution or effective date of this Agreement, or on or after the thirtieth (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. The failure of any employee to become a member of the Union at the required time or remain a member in good standing, as provided in Section 1, shall oblige the Employer upon written notice from the Union to discharge such employee within ten (10) working days after receipt of said notice from the Union, provided the discharge is one permitted by law.

Section 3. Good standing membership in the Union for purposes of this Article means such membership in the Union through membership in JNESO- District Council 1, IUOE/AFL-CIO

Section 4. In the event that Section 1 may not be lawfully applied, all employees in classifications identified in Appendix A shall be informed by the Employer of the existence of this Agreement.

Section 5. 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 checkoff authorization form. The Employer shall remit the completed forms to the union monthly.

ARTICLE 6- UNION NOTIFICATION

Section 1. The Union and the Local shall be notified at the Employer's earliest convenience, not to exceed ten (10) working days exclusive of Saturdays, Sundays and holidays, of any and all proposed new rules, policies, procedures and/or modifications of existing rules, policies and procedures governing working conditions.

Section 2. The Employer agrees to notify the Local of all newly hired employees represented by the Union. Notification shall be monthly, and information shall include the name, full address, telephone number, shift, unit assignment, employment status, number of hours weekly, effective salary rate and date of employment.

Section 3. Newly hired employees shall be advised by the Employer that JNESO is the exclusive bargaining agent for the Dietitian Unit and of the existence of a Union Shop. The union shall be provided fifteen (15) minutes unpaid time to speak to newly hired staff members.

Section 4. Any member who is required to attend a meeting such as a formal grievance meeting or any other meeting called or agreed to by management shall receive their customary rate of pay.

ARTICLE 7– DEDUCTION OF UNION DUES

Section 1. The Employer agrees to deduct each pay period from the wages of each employee who so authorizes such deduction, the amount of regular initiation fees and Union dues as certified to the Employer by the Secretary/Treasurer of the Union.

Section 2. The Employer shall remit each month to the Union the amount of deductions made for the preceding month, including initiation fees, reinstatement fees, membership dues, and arrears, together with a list of employees with their social security numbers, hourly rate of pay, and arrearages per week or month, for whom such deductions have been made. The remittance shall be forwarded not later than the twenty-fifth (25th) of the month following the month in which the deductions were made. The Parties agree that they shall continue to meet and confer regarding the implementation of methods and processes that will improve the efficiency of compiling and transmitting information relevant to such deductions.

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, transfer to a job other than one covered by the bargaining unit, an agreed upon leave of absence and revocation of the checkoff authorization in accordance with its terms or with applicable law.

Notwithstanding the above, upon the return of the employee to work from any of the foregoing enumerated absences, the Employer will immediately resume the obligations of making such deductions, except the deductions for terminated employees shall be governed by Section 1 hereof. This provision, however, shall not relieve any employee of the obligation to make the required dues payment pursuant to the Union Constitution in order to remain in good standing.

Section 4. The Employer shall not be obligated to make dues deductions of any kind from any employee in the bargaining unit who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

Section 5. The Union shall hold harmless the Employer from any and all claims that may arise out of the Employer's compliance with this Article.

ARTICLE 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.

ARTICLE 9 – LABOR-MANAGEMENT COMMITTEE

There shall be a Labor-Management Committee consisting of no more than three (3) individuals from each party. 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 (1) time each month. 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 – 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, such as to prevent interference with operations or to comply with client restrictions on access to its premises. However, access will not be unreasonably withheld.

Section 2. An authorized representative of the Union will notify the General Manager or authorized designee of his or her desire to visit in advance of arriving at the Employer's or client's premises. Upon arrival at the Employer's or client's premises, the Union's designated representative will notify the General Manager or authorized designee, in person, of his/her presence prior to speaking to any employee. Such visitation shall not interfere with the work of the employees or service to the customers of the Employer and must adhere strictly to the client's security regulations.

the personnel file.

- (c) Sustained disciplinary actions, with no recurrence of discipline for two (2) years of active employment thereafter, shall not be considered for the purposes of progressive discipline.

ARTICLE 18 – GRIEVANCE PROCEDURE

Section 1.

a) A grievance shall be defined as any difference between the Company and the Union or an employee of the Company arising out of or under this Agreement or pertaining to the interpretation, application or observance of this Agreement.

b) The term "employee" shall mean those employees recognized in Article 1 and shall include a single employee or a group of employees. The term "immediate supervisor" or his/her designee shall mean the person to whom the aggrieved employee is directly responsible under the Table of Organization, or their designee. The term "representative" shall include the Union and any employee authorized to act by the Local Union.

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 or designee within seven (7) 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. Grievances concerning the employee's paycheck should be brought to the Employer's attention when the employee becomes aware of it. The Employer will make every reasonable effort to resolve substantial payroll errors as soon as practicable. The General Manager shall provide a documented response within five (5) working days after receipt of the grievance.

Step 2: If the grievance is not settled to the satisfaction of the Union at Step 1, the Union Representative or other designee, within ten (10) calendar days after receiving the General Manager or his/her designee's reply, shall submit the grievance to the District Manager or his/her 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 the matter. Either the District Manager or his/her designee, or the Union, may request a meeting for the purpose of resolving the grievance prior to the Employer's decision. If requested, 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 a decision in the matter and the reasons for the decision.

If the grievance is not resolved after the procedures in Step 2 have been completed, the parties, by mutual agreement, may refer the matter to non-binding mediation. Such referrals shall occur within five working days after the Union receives the written response from the District Manager or his/her designee. The Grievance Mediation procedure is set forth in Appendix B.

Arbitration: If the grievance cannot be satisfactorily adjusted at Step 2, 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 American Arbitration Association 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 AAA. The arbitrator shall be jointly agreed upon from a panel supplied by the American Arbitration Association pursuant to its Voluntary Rules of Labor Arbitration.

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 the level of discipline imposed, but shall not have the ability or power to in add to, 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 the matter. If the employer fails to adhere to any of the timeframes in this procedure, the Union may advance the grievance to the next step of the procedure any time after the Employer response was due.

Section 4. Grievances concerning disciplinary suspensions or discharges may be submitted at the second step of the grievance procedure. If the grievance is not settled at Step 2, 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. The employer shall provide the employee and the Union with copies of all disciplinary action subject to a grievance.

Section 9. 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.



Tuition Reimbursement Program
Effective January 1, 2016

About The Tuition Reimbursement Program

The Tuition Reimbursement Program is available to all full-time employees in good standing with at least one year of continuous service with Sodexo. Eligible employees are reimbursed 100% of tuition costs up to an annual limit of \$2,500 per year. To be eligible for reimbursement, the course of study must be job-related and offered at an accredited high school, technical school, college or training institution. A passing grade of "C" or better is required for reimbursement. For courses where no grade is given, a certificate of completion is necessary. Reimbursement is for tuition, registration expenses, and laboratory fees only. Other expenses, such as books and athletic fees, will not be reimbursed.

Reimbursement Procedures

Before you enroll: To ensure eligibility for reimbursement, the following steps must be completed **before** the course begins:

1. You must complete and return the Application for Tuition Reimbursement to your manager.
2. Your manager must complete the questionnaire regarding taxable status found on the back of the application, approve the application, and send it and the questionnaire to your Human Resources office for final approval.
3. Your Human Resources office must review your application and notify you whether the course has been approved for reimbursement. The Human Resources office will also determine, in accordance with IRS rules, whether the tuition reimbursement request is taxable or non-taxable to you and notify you accordingly.

After you complete the course: To be reimbursed when you have satisfactorily completed the course, as indicated by a passing grade of "C" or better or a certificate of completion, submit a copy of the grade report and proof of payment to the PeopleCenter at HumanResources-PeopleCenter.Usa@sodexo.com, or contact the PeopleCenter at 855 SodexoHR (855 763 3964) for further instruction.

Depending on the type of course and Internal Revenue Codes in force at the time of the reimbursement, income taxes may be withheld from the payment. Tuition reimbursement is counted toward the annual limit in the calendar year it is paid—not necessarily in the year the course is taken. The calendar date is based on the date on your pay statement, not the date processed. If you are paid bi-weekly, you'll need to submit your reimbursement request by mid-December in order for it to appear on your final pay statement for that calendar year. An HR representative at the PeopleCenter can tell you the date by which you need to provide your grade and proof of payment in order for it to be included on the final pay statement for the year.

Questions and Answers

Are online courses eligible under this program?

Yes. As long as the course is given by an accredited school and meets the same job-related criteria as other courses.

How long must an employee be employed with the company to participate in the program?

Employees must have worked for the company at least one year before participating in the program. The first class of any course selected must begin after the employee's one-year anniversary.

If an employee transfers to a new unit/department before completing a course, which unit/department should be charged with the reimbursement?

The new unit/department is responsible for the reimbursement since the employee is actively on its payroll.

An employee is in a degree program which is job-related; however, the current course submitted is an elective and is not job-related. Is this course eligible for reimbursement?

Yes. Elective courses as part of a job-related degree program are eligible for reimbursement. Since the course is not job-related, the reimbursement will be reported as earnings on the employee's W-2 and will be subject to tax withholding.

If the reimbursement is considered taxable income, is it reported during the year the course is taken or when the employee is reimbursed?

The reimbursement is taxed the same year that the employee receives the reimbursement. The calendar date is based on the date on your pay statement, not the date processed. If you are paid bi-weekly, you'll need to submit your reimbursement request by mid-December in order for it to appear on your final pay statement for that calendar year. Your HR representative can tell you the date by which you need to provide your grade and proof of payment in order for it to be included on the final pay statement for the year.

An employee is taking a course this fall, but won't receive reimbursement until January of next year. Will the reimbursement count toward the maximum limit for this year or next year's limit?

The reimbursement applies toward the year in which it is paid to the employee.

What if an employee leaves the company after his course is approved but before he has completed it?

An employee who leaves the company before completing a course is no longer eligible for the reimbursement.

Can a manager decide not to approve an application?

Tuition reimbursements are paid by the employee's unit. As such, a manager does have the right to deny a tuition reimbursement application. In this case, the employee should be notified immediately in writing.

What if the course is taken when reimbursements are non-taxable, but the tax laws are revised before the reimbursement?

Reimbursements are subject to tax laws in effect when they are paid, not when the course was completed or approved.



Application for Tuition Reimbursement

Complete a separate form for each course.

You must provide your supervisor/department head with a course description, make your request and receive approval before you take the course. All information requested below is necessary for Sodexo to process your request for tuition reimbursement. Please make sure all information is complete and accurate.

Name (Please Print):		Date of Application:	
Job Title:		Full Time Hire Date:	
Unit # to be Charged:		Employee ID#:	
Course Title:			
Subject:		School:	
Course Begins:		Course Ends:	
Registration: \$		Tuition: \$	Lab: \$
		Total: \$	

Reimbursement is for registration, tuition, fees and laboratory fees only up to an annual limit of \$2500 per calendar year. Reimbursement will not include the costs for books, special fees, building fees, athletic fees, etc. You are responsible for all income and FICA taxes which result from tuition reimbursements for classes considered taxable under IRS rules. You may not submit courses for reimbursement if you are receiving any form of financial support outside of Sodexo for the course.

Employee Signature

Date

To receive reimbursement, you must send proof of satisfactory completion (a copy of the grade report) and proof of paid tuition (a copy of the receipt) upon completion of the course to the Human Resources Specialist, PeopleCenter - 855 Team.

I certify that the employee named above has been a full-time employee with at least one year of continuous service prior to the start of the course. I have reviewed the course description and completed the Questionnaire to determine taxability.

Supervisor/ Department Head – *please print*

Phone Number

Signature of Approval

Title – *please print*

Date

- I have reviewed this application and the questionnaire on the reverse side.
- According to IRS rules, I have determined this reimbursement is:
- I have verified the employee has not met the annual limit.
- I have notified the employee accordingly.

☐ Taxable ☐ Non Taxable

HR Specialist, PeopleCenter – 855 Team Name/Signature

Date



Questionnaire to Determine Taxability

Please have your supervisor/department head complete this form.

Your supervisor/department head must complete this form for each course reimbursed, including those that are part of a degree program. Under IRS guidelines, individual courses may be considered taxable to you even though they are part of a job-related degree program.

Is the Reimbursement Taxable? (Employee's supervisor/department head must complete this portion.)

According to IRS rules, the course must meet strict job-related standards to be tax-free. If this job-related standard is not met, tuition reimbursements must be included in the employee's taxable income, subject to tax withholding.

Tuition reimbursement may be considered to be job-related if at least one of the following conditions is met:

- | | Yes | No |
|--|--------------------------|--------------------------|
| 1. The course is required by the company or by law to keep the employee's present job, salary or status. | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. The course maintains or improves skills required in the employee's current job. | <input type="checkbox"/> | <input type="checkbox"/> |

Even if the course meets either or both of the above conditions, the tuition reimbursement is **not** considered to be job-related if the answer to either of the following questions is yes.

- | | | |
|---|--------------------------|--------------------------|
| 3. The course is required to meet the minimum educational requirements for the job. | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. The course is part of a study program that will lead to qualifying the employee for a new trade or business. | <input type="checkbox"/> | <input type="checkbox"/> |

Each educational course must be reviewed to determine if the reimbursement must be included in the employee's earnings that are reported on the W-2. This form will enable the PeopleCenter to determine if a reimbursement is taxable or non-taxable to the employee as follows:

- If the answers to Questions 1 and 2 above are both no, then the reimbursement is taxable. Use Earnings Code ERT when completing the Miscellaneous Earnings and Deductions Worksheet.
- If the answer to either Question 1 or 2 is yes, then the answers to Questions 3 and 4 must be reviewed.
- If the answer to either Question 3 or 4 is yes, then the reimbursement is taxable. Use Earnings Code "ERT" when completing the Miscellaneous Earnings and Deductions Worksheet.
- If the answers to Questions 3 and 4 are both no, then the reimbursement is non-taxable. Use Earnings Code "ERN" when completing the Miscellaneous Earnings and Deductions Worksheet.

CPA or law bar exam review courses are considered courses that qualify the employee for a new profession. Reimbursements for such tuition reimbursements are always considered to be taxable unless the employee is already licensed and is merely seeking qualification in a new jurisdiction.

The PeopleCenter must notify the employee of the taxability or non-taxability of each reimbursement.