AGREEMENT

BETWEEN

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

AT

JOHNSON SPACE CENTER
JSC CAFETERIAS' OPERATIONS
2101 NASA PARKWAY
HOUSTON, TEXAS

AND

SOUTHWEST REGIONAL JOINT BOARD
WORKERS UNITED

EFFECTIVE DATES:

FROM: JANUARY 1, 2014

TO: DECEMBER 31, 2016

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BASIC AGREEMENT

This Agreement is entered into between Sodexo Government Services for the employees at Johnson Space Center of the National Aeronautics and Space Administration, 2101 NASA Parkway, Houston, Texas, hereinafter referred to as the "Employer" or the "Company," and Southwest Regional Joint Board, Workers United hereinafter referred to as the "Union."

It is the intent and purpose of the parties to this Agreement to promote and improve the efficient administration of the JSC Cafeterias' Operation and the well-being of its employees; to establish the personnel policies, practices, procedures and other matters affecting working conditions, and to provide a means for amicable discussion and adjustment of matters of mutual concern.

In consideration of the mutual covenants herein set forth, the parties hereto, intending to be bound hereby, agree as follows:

ARTICLE 1 – RECOGNITION AND UNIT DESCRIPTION

Section 1. The Employer recognizes the Union as the exclusive bargaining agent for all non-supervisory employees in the unit (as described in Section 2), and the Union recognizes the responsibilities of representing the interests, of all employees within the unit with respect to grievances, personnel policies, practices, wages, hours of work, fringe benefits, and all other matters affecting their general working conditions.

Section 2. Included in the unit are all cooks, counter employees, cashiers, dishwashers, cleanup employees, and other regular full-time and regular part-time employees of the JSC Cafeterias #1 and #2 except for managers and supervisors, casual/substitute employees, temporary employees, and guards, as defined in the NLRA.

Regular full-time and regular part-time employees are defined as follows:

a. "Regular full-time employee" is an employee who works an average of 30 hours or more per week over a 52-week period.

b. To be benefit eligible in 2014, an hourly employee must have worked an average of 30 hours or more per week from October 4, 2012 to October 3, 2013.

c. "Regular part-time employee" is an employee who is scheduled to work at least four (4) hours a day, five (5) days a week, and has an approximate work year of one-thousand and forty (1,040) hours.

Section 3. All employees hired must serve a probationary period of sixty (60) consecutive days. Until the employee completes the probationary period, the employee shall have no seniority rights under this Agreement and serves as an "at will" employee of the Employer. The Employer shall have the right to discipline or to terminate a probationary employee without such action being reviewable under the grievance procedures of this Agreement.

Section 4. It is further agreed that neither the Employer nor the Union will interfere with, restrain, or coerce, an employee in the exercise of his or her rights to join or refrain from joining the Union or because of membership or non-membership in, or activities on behalf of the Union which are outlined in applicable law, regulation, or this Agreement. Both the Employer and the

Union agree to be governed by the spirit of the Code of Fair labor Practices and the Union, being affiliated with the AFL-CIO, agrees to be governed by and subscribe to the AFL-CIO Code of Ethical Practices.

ARTICLE 2 – RESTRICTIONS OF LAW AND REGULATIONS

It is agreed and understood by the Employer and the Union that this Agreement is subject to all applicable existing, or future laws or regulations of the Federal, State, and local Governments.

ARTICLE 3 – RIGHTS OF EMPLOYER

Section 1. Except as provided in this Agreement, the management of the Johnson Space Center Cafeterias' Operations, and the direction of the workforce, is vested exclusively in the Employer. This shall include, but shall not be limited to, the right to: (a) direct employees; (b) hire, promote, transfer, assign, and retain employees in positions within the Cafeterias; (c) suspend, demote, discharge, or take other disciplinary action against employees; (d) relieve employees from duties because of lack of work or for other legitimate reasons; (e) maintain the efficiency of the JSC Cafeterias' Operation; (f) determine the methods, means, and personnel by which such operations are to be conducted; and (g) take any actions necessary in situations of genuine emergency, regardless of prior commitments, to protect the health, safety, and property of Cafeterias' employees and its patrons. However, the Employer will not otherwise exercise its rights in violation of the rights of the employees as provided for in applicable law, regulation, or this Agreement.

Section 2. Subject to the terms of this Agreement, the right to make reasonable rules and regulations shall be considered an acknowledged function of the Employer.

ARTICLE 4 – CONSULTATION

Section 1. It is agreed and understood that matters appropriate for consultation and negotiation between the parties are policies and procedures related to working conditions which are within the discretion of the Employer including, but not limited to, such matters as safety, training, labor-management cooperation, employee services, methods of adjusting grievances, appeal procedures, leave administration, promotion plan, demotion practices, pay, reduction-in-force practices, and hours of work.

Section 2. It is further recognized that this Agreement does not alter the advisability of either party to meet with the other to advise and discuss matters not covered by this agreement.

Section 3. A Labor Management Committee shall be established to discuss matters of mutual concerns as referred above. This committee shall meet bi-monthly.

ARTICLE 5 – UNION REPRESENTATION AND ACTIVITY

Section 1. The Employer agrees to recognize the Chief Steward and Stewards, duly authorized by the Union.

Section 2. The Union shall supply the Employer, in writing, and maintain with the Employer, on a current basis, a complete list of authorized Stewards (maximum two [2]) and Chief Steward (only one [1]), together with the designation of the group of employees each is authorized to represent.

Section 3. The Employer agrees to recognize the officers and duly designated representatives of the Union and shall be kept advised, in writing, by the Union, of the names of its officers and representatives.

Section 4. In the interest of efficient conduct of business, and in order to draw a reasonable distinction between official and non-official activities, those activities concerned with internal Union business, membership, meetings, solicitation of membership, dues, campaigning for Union offices, conduct of elections for Union offices, and distribution of literature, will be conducted outside of regular working hours.

Section 5. The Employer agrees to honor check-off authorization signed by the individual employees on forms furnished by the Union which authorizes the Employer to deduct from the employee's first pay check each week, the periodic dues and initiation fees (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in the Union. The change from monthly to weekly dues deductions will be effective January, 7, 2011. Money deducted from pay checks as authorized herein will be paid to the Secretary-Treasurer-Business Manager of the Union once each month and such payment shall be mailed by check to the Union along with a summary sheet showing names, amounts, etc. To the extent practicable, any error in the check-off shall be corrected in the next pay period.

The Employer shall show the dues deducted and remitted to the Union on the statement of withheld earnings presented to each employee. Said statement shall serve as the employee's receipt for such dues. The Employer shall also provide the Union with a list of new bargaining unit hires and terminations once a month.

Section 6. The Employer agrees to make necessary arrangements for authorized local and International Representatives of the Union to visit the JSC Cafeterias at reasonable times on appropriate business, subject to applicable security regulations.

ARTICLE 6 – BASIC WORKWEEK

Section 1. The "workweek" shall consist of a seven (7) day payroll period beginning at 12:01 a.m. on Friday and ending at 12:00 midnight on the following Thursday. The parties understand and agree that the beginning and end of the workweek may change as a result of changes to the Employer's payroll or timekeeping systems. Workday for full-time employees shall normally mean an eight (8) hour period, exclusive of a thirty (30) minute meal period. The Employer reserves the right to reduce the regularly scheduled workday for employees. Employees will be paid one and one-half (1 ½) times their regular hourly rate for all hours worked in excess of forty (40) hours in any one (1) workweek, subject however to orders, regulations, interpretations, and instruction of agencies of the Federal Government relative to the applicability and effect on the Fair Labor Standards Act and other Federal and State laws and regulations now in effect, or as may later be effective.

The Employer may schedule one (1) or more employees not to work, or release one (1) or more employees before the end of their scheduled work shift when business is slow. However,

employees who report to work as scheduled will be entitled to at least four (4) hours pay for regular full-time and two (2) hours pay for regular part-time if they are released early. Under both circumstances, (i.e., reduction of regularly scheduled work hours and/or early release), the Employer will first seek volunteers not to work. If not enough volunteers are identified, the Employer will select the least senior employee(s) while maintaining an appropriate skill mix to conduct efficient Cafeterias operations. Employees may use their personal leave for such periods.

Section 2. Employees will not be scheduled off to avoid the payment of overtime, and all hours in excess of eight (8) hours worked in a workday shall be paid one and one-half (1 ½) times the regular rate of pay.

Section 3. Employees required to work on Sundays, when this is not a part of their regularly scheduled workweek, shall be paid double time, or twice their regularly established rate for all hours worked.

Section 4. Each employee in the unit who works a full-time schedule shall be entitled to two (2) fifteen (15) minute periods during the workday (one [1] in the morning, and one [1] in the afternoon) for the purpose of smoking, refreshments, and personal comfort. Those employees working less than a full-time schedule shall be entitled to one (1) fifteen (15) minute break.

ARTICLE 7 – HOLIDAYS

Section 1. Employees, except probationary employees, shall be granted the following legal holidays without charge to leave or loss of pay:

New Year's Day - January 1
Martin Luther King's Birthday, Third Monday in January
President's Day - Third Monday in February
Memorial Day - Last Monday in May
Independence Day - July 4
Labor Day - First Monday in September
Columbus Day - Second Monday in October
Veteran's Day – November 11
Thanksgiving Day - Fourth Thursday in November
Christmas Day - December 25

If New Year's Day, Independence Day, Veteran's Day, or Christmas Day should fall on a Saturday, employees receive the preceding Friday as holiday leave. If these days fall on a Sunday, employees receive the following Monday as holiday leave.

A full-time employee not required to work on a day observed as a holiday will receive pay for a full-time schedule (part-time employees will receive four [4] hours) at his or her regular rate of pay provided that;

a. The employee has completed the sixty (60) day probationary period.

b. The employee has worked all of the scheduled hours on the last workday before the day observed as the holiday, and on the first scheduled workday after the day observed as the holiday, or

c. The employee is on a paid leave of absence.

Represented categories of paid employees required to work on a day observed as a holiday will receive their regular pay for the holiday plus one and one-half (1½) times their regular hourly rate for actual time worked.

Section 2. Effective January 1, 2010, all eligible non-probationary employees will receive an additional holiday to be used as a Personal Day. Personal Days are subject to prior management approval, and must be requested two (2) weeks in advance.

ARTICLE 8 – VACATIONS

Section 1. A regular full-time and regular part-time employee is eligible for the first vacation after the anniversary of the date of employment provided that during such period the employee has drawn pay for ninety percent (90%) of their regularly scheduled annual hours. For example, a full-time employee working forty (40) hours weekly must work a minimum of eighteen-hundred and seventy-two (1,872) hours annually to receive full vacation entitlement. Employees having drawn pay for less than ninety percent (90%) of their regularly scheduled annual hours will receive vacation entitlement on a pro-rata basis. Vacation time cannot be taken in advance of that earned.

Vacation pay shall be computed on an eight (8) hour day (four [4] hours for part-time employees) at the employee's current hourly base rate at the time the vacation is taken. Vacation time shall be based on length of service as follows:

Years of Service	Weeks
1 – 2	1
3 – 6	2
7+	3
15+	4

Working hours lost by an employee in a non-pay status will not count toward the hours referred to in this Article. However, vacation hours and time lost due to a compensable sick leave and work-connected injury, will be accrued when computing vacation eligibility.

The Employer will have the option to close the week between Christmas and New Year's. Employees will be able to use vacation leave during that week in lieu of leave without pay.

Section 2. The following general conditions pertain to the vacation plans set forth above:

a. The first vacation may be taken during the twelve (12) month period after the employee first becomes eligible for vacation. Subsequent vacations may be taken as accrued. Any vacation not completed during the twelve (12) month period can be carried over to the next twelve (12) month period. Maximum allowable carryover into the following year cannot exceed two-hundred forty (240) hours.

b. A vacation may be taken all at once or spread out over the year, provided that in either instance it is planned well in advance with the Manager and does not interfere with the efficient operation of the department concerned.

c. When an employee is laid off for lack of work or quits within five (5) days' notice, he or she will be paid for vacation time accrued. If an employee quits without giving five (5) days' notice, only vacation time earned by their passing anniversary date will be allowed, except in proven emergency situations or extreme circumstances.

d. Employees shall receive payment for their vacation the closest payday, falling before the start of their vacation.

e. Employees may take vacations only on days that they are scheduled to work, and vacation days will not count as days worked for the purpose of computing overtime.

f. If employees' available vacation pay is not reported on the standard pay stub, the Employer, upon the employee's request, shall provide to the employee a report indicating available vacation time.

ARTICLE 9 – SICK LEAVE

Section 1. Sick leave, up to eighty (80) hours in any one (1) twelve (12) month period, may be granted to full-time employees (forty [40] hours for part-time employees). Although sick leave may be accrued, new employees must have completed a sixty (60) day probationary period. Unused sick leave is not payable in the event of resignation or discharge for just cause.

Use of Sick Leave:

a. Sick leave is provided to assure that an employee does not lose pay by reason of enforced absence when incapacitated for duty because of sickness, injury, or pregnancy and confinement. The basic premise has been enlarged to cover time off for medical, dental, or optical examination or treatment since this is essential to an employee's physical well-being and often serves to eliminate longer periods of absence which might otherwise arise. This should not, however, be construed to eliminate the employee's responsibility to try first to schedule such examination or treatment during off-duty hours. Employees should not expect that all sick leave which accrues to their credit is to be granted unless they experience unusually long or frequent periods of illness. Sick leave should be granted on any occasion when the employee is truly incapacitated for work. Administration of sick leave is a joint responsibility; the supervisor must approve sick leave only when circumstances make its use appropriate. Failure of the employee to live up to his responsibilities may result in limiting sick leave privileges and cause disciplinary action to be taken against the offender.

b. In order to receive sick pay, an employee incapacitated for work must notify his supervisor of the reason for the absence at least two (2) hours before the scheduled time to report for duty. Exceptions to the deadline requirement may be made when examinations must be made prior to the beginning of the absence. Routine or scheduled treatment should also be requested in advance. Medical certificates are required for all absences in excess of three (3) days. When the Employer has reason to believe that sick leave is being abused, the employee may be required to submit a doctor's certificate and other supporting medical documentation for any absence for medical reasons.

c. Sick leave may be granted when it has been determined by health authorities having jurisdiction that a member of an immediate family of an employee is afflicted with a

contagious disease subject to quarantine, isolation, or restriction of movement by the patient or .employee. The absence will be approved when the patient requires the care and attendance of the employee, or when, through exposure to a contagious disease, the presence of the employee at work would jeopardize his fellow employees. A medical certificate will be required in all these cases.

d. 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, after or on the holiday scheduled to work.

e. Sick days may be carried over from year to year to a maximum of four hundred (400) hours.

f. If employees' available sick pay is not reported on the standard pay stub, the employer, upon the employee's request, shall provide to the employee a report indicating available sick time.

ARTICLE 10 – FUNERAL LEAVE AND LEAVE WITHOUT PAY

Section 1. Funeral leave (up to three [3] days) necessitated by the untimely demise of an immediate family member, i.e., spouse, child, father, mother, brother, sister, mother in law, father in law, or any other dependent residing in the home, will be made available to employees upon request and evidence out of earned annual leave balances.

Section 2. In accordance with law, employees will be granted up to twelve (12) weeks annually of unpaid leave for any of the following reasons:

a. To care for the employee's child after birth, or placement for adoption or foster care;

b. To care for the employee's spouse, son, daughter, or parent who has a serious health condition; and

c. For a serious health condition resulting in an absence expected to be more than five (5) days, which makes the employee unable to perform the employee's job.

At the employee's or Employer's option, accrued paid leave may be substituted for unpaid leave.

Employees are required to submit leave requests with medical certification at least thirty (30) days prior to the event when it is foreseeable.

ARTICLE 11 – UNION LEAVE

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 ten (10) calendar days' notice of such request. Such leave shall not exceed sixty (60) calendar days. No more than one (1) employee from the bargaining unit may be awarded such leave at a time. The Employer shall continue to pay for

the employee's benefits during such leave provided that the Union and/or the employee reimburses the Employer in full for such benefits beginning on the first day of the month following the commencement of such leave. During such leave, the Employer will continue the seniority of the employee on leave and the accrual of benefits based on seniority. Vacancies created by such leaves shall not be subject to the Job Posting requirements and may be filled temporarily at the Employer's discretion.

ARTICLE 12 – CIVIC RESPONSIBILITIES

Section 1. An employee with sixty (60) days or more of service, who is called for or performs jury duty, will be compensated by the Employer for the difference between payment received for such jury and the basic payment he or she would have received for the straight time hours thereby required to lose from the regular work schedule, but not to exceed five (5) days per week, computed at the base hourly rate. Differential payment shall be made so long is such jury duty continues, only upon presentation of proof of jury duty and the payment received therefore. However, in no event shall the employee be paid in excess of a three (3) week period.

Section 2. The Employer and the Union mutually agree that employees in the unit will be encouraged to participate in worthwhile charity drives; however, in no instance shall the Employer or the Union exercise undue pressure on any employee to contribute to a charity to which the employee does not wish to contribute. The parties hereto also agree that no rights or privileges that would otherwise be extended to any employee in the unit will be withheld; nor will any regard be given or reprisal be made against any employee who contributes or refrains from contributing to any charity drive.

ARTICLE 13 – DISCIPLINARY ACTIONS

Section 1. In all cases of suspension, discharge, or other formal written disciplinary action by the Employer against any employee covered by this Agreement, the employee's Steward shall be notified of the action taken by the Employer as soon as possible after the employee is notified. Any such disciplinary action must be for just cause and will be subject to the grievance procedures of this Agreement, unless specifically excluded from coverage by other provisions of this Agreement.

Section 2. The power of discharge and discipline lies with the Company and the Company agrees that discipline shall be for just cause only, subject to the grievance procedure and shall, when practical, be progressive in nature.

Section 3. The progression for discipline will be:

a. Coaching and Counseling (no notice required)

b. Oral Warning

c. Written Warning

d. Suspension Without Pay

e. Termination

Section 4. The Union shall be advised in writing of all disciplinary actions other than Coaching and Counseling.

Section 5. When the Employer has a conversation with an employee that may lead to discipline or issuing discipline to an employee, the Employer will offer to have a steward present and will meet in private. If an employee chooses not to have a steward present for discipline, he/she will sign a waiver of representation form.

ARTICLE 14 – SAFETY AND HEALTH

Section 1. The Employer will make reasonable efforts to provide and maintain safe working environment and shall supply all safety devices and equipment required by law.

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

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

Section 4. All probationary employees shall have medical examinations as prescribed by the Employer, and the outcome of said medical examinations shall have to be satisfactory in the judgment of the Employer as a condition of employment.

Section 5. Continued employment is always dependent upon an employee's satisfactorily meeting the requirements for such physical examination as may be required by the Employer from time to time after an employee enters on duty with the Employer. Employees who do not meet the physical requirements established by the Employer shall be terminated from the employment of the JSC Cafeterias.

Section 6. The Center health and medical facility shall be available for emergency use and/or work related injuries, but shall not be used as an employee primary care facility. Employees receiving medical treatment at the Center health and medical facilities shall be paid their regular pay without charge to personal leave. Employees injured on the job and unable to return to duty shall not be charged personal leave on the day of the injury. Subsequent payments for time lost due to on-the-job incurred injuries shall be in accordance with applicable worker's compensation regulations.

ARTICLE 15 – REDUCTION-IN-FORCE

Section 1. When in the judgment of the Employer a workforce surplus exists, the Employer shall notify the Union, in advance, of any contemplated reduction in force. The Employer agrees to discuss with the Union the methods of accomplishing the necessary reduction in force prior implementation. Occupational seniority within a classification will be the determining factor in deciding which employees will be laid off. In order to avoid a layoff, an employee may accept, if offered, a job of different classification. In accepting same, however, the employee will also accept the contract wage rate for that position.

Section 2. The Employer shall, if reasonably practical, inform the employees and the Union at the time of the layoff when they may be expected to return to work. The last to be laid off in any classification shall be the first to be recalled. A non-probationary employee who is laid off and remains qualified will be recalled if the position becomes open within twelve (12) months after he/she was laid off and no more senior employee is in the same status. The laid off employee must advise the Employer within forty-eight (48) hours after recall is received at his/her address in the Employer's records, that he/she will return to work within two (2) weeks of receipt of notice, or his/her right to return will be forfeited. Delivery of notice is assumed after five (5) business days following first-class mailing. A copy of the notice will also be mailed to the Union.

ARTICLE 16 – TEMPORARY FACILITY CLOSURE

The Employer reserves the right to close the JSC Cafeterias if the Government closes the JSC installation. The Employer will inform the employees and the Union at the time of closure when they may be expected to return to work. Employees may use their accumulated annual leave during the period of closure. Employees without sufficient accrued annual leave to cover the period of closure will be placed on leave without pay.

Additionally, the Employer will have the option to close the week between Christmas and New Year's. Employees will be able to use annual leave during that week in lieu of leave without pay.

ARTICLE 17 – SENIORITY

Section 1. Seniority shall be determined by the length of the employee's service in a classification since the last date of hiring. The length of an employee's service is determined by continuous service with the Employer, composed of the time actually spent on the payroll plus time lost when, for less than one (1) year at any time, the employee is either sick, injured, or laid off due to curtailment of operations, plus time spent in the armed forces of the United States of America or any other absence approved by the Employer.

Section 2. Once during each calendar quarter the Employer will, upon request, provide the Union with a current listing of employees showing the seniority of each employee by the date of employment in a permanent position.

Section 3. An employee shall lose seniority for the following reasons:

a. Quitting voluntarily.

b. Absence from work for five (5) consecutive days without permission or without notifying the Employer.

c. Layoff for twelve (12) consecutive months.

d. Failure to return to work after a layoff within two (2) weeks after being notified by the Employer to report. The provision is not applicable in cases of employee's illness, injury, or disability. A written report from the employee's doctor will be required before the employee will be allowed to return to work.

e. Failure to report for work at termination of leave of absence.

Section 4. When the work of a single job classification is required for the total period of overtime work, then that overtime will be offered first to the most senior person within that job classification. As a general operating policy, overtime shall be offered by seniority (most senior first) within the job classification and shall be required to be worked by reverse seniority (least senior first) . If there are not employees available in that job classification to work, the Employer may fill the position at its discretion. Notice of overtime shall be given as soon as the Company becomes aware of the need.

Section 5. Seniority shall govern in the selection of vacation within each classification.

Section 6. The Employer shall bid the entire shift within a classification at least once per year, unless the Union and the Employer agree in writing not be bid the entire shift in that year. Available schedules of work will be posted at least seven (7) calendar days prior to the change. Employees will have four (4) calendar days to submit a bid. Job classification seniority shall govern the awarding of bids.

Section 7. The Company agrees to honor the current bargaining seniority.

ARTICLE 18 – WAGE RATES

Section 1. Wage rates for specified job classifications as outlined below.

Classification	**1/1/14**	**1/1/15**	**1/1/16**
Cook	$11.99	$12.33	$12.64
Grill Cook *vegetable cook/soup	$11.00	$11.22	$11.50
Cashier/Food Service Worker	$10.06	$10.26	$10.52
Food Service Worker *pizza *salad *prep	$9.94	$10.14	$10.39

Deli Worker *panini	$9.58	$9.77	$10.01
Utility Worker	$9.37	$9.55	$9.79
Baker	$11.01	$11.23	$11.51
Delivery/Driver	$10.81	$11.03	$11.30

Section 2. New employees hired after October 30, 2004, may be hired at rates fifty cents ($0.50) per hour below the above rates for the first six (6) months of employment.

ARTICLE 19 – PROMOTIONS AND REASSIGNMENTS

Section 1. When the Employer creates a promotional opportunity (any new job classification with a rate of pay equal to or greater than the one presently held) by filling a vacancy from within, the most senior qualified employee applying for the open position will be given preference over all other employees so long as skill, ability and work records are, in the judgment of the Employer, otherwise equal. The Employer shall have the right to determine qualifications.

Procedures for application will be developed by the Employer, placed on vacancy announcements, and provided to the Union upon its written request. Promotional job vacancies will be posted on the Employer's bulletin board seventy-two (72) hours before filling. Any special requirements for the job shall be included with the job posting.

Within thirty (30) calendar days from a promotion, the employee shall have the right in his or her discretion to return to his or her former job classification and pay rate, and the Employer shall have the right in its discretion to return the employee to his or her former job classification and pay rate without loss of seniority.

Section 2. Employees required to replace another employee in a higher paid classification shall be paid the higher rate of pay for all hours worked provided they work at least four (4) hours in the higher paid classification.

ARTICLE 20 – MEALS

Employees will be furnished a wholesome meal in accordance with the Employer's employee meal policy. Employees may select from among the items that are available for sale. Additionally, coffee will be provided to employees without charge.

ARTICLE 21 – UNIFORMS

Section 1. All employees, as a condition of employment, will be required to wear a uniform and oil/slip resistance shoes of a style and type as decided by the Employer. Four (4) uniforms will be provided at no cost to the employee at the time or hire. Employees will have the option of wearing slacks or skirts. Daily clean aprons will be made available to all employees at the start of shift. The Employer will pay each year for one (1) pair of safety shoes for all full time employees up to twenty dollars ($20). Safety shoes must be purchased through a Sodexo approved vendor.

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

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

Section 4. Employer will replace uniform at no-cost to the employee based on reasonable wear and tear, as determined by the Employer.

ARTICLE 22 – BULLETIN BOARDS

The Employer agrees to provide bulletin board space on existing JSC Cafeterias' bulletin boards which may be used by the Union for posting official Union material, such as:

a. Notice of Union Meetings.

b. Notices of Union elections, appointments, and results of Union elections.

c. A copy of this Agreement.

ARTICLE 23 – VISITATION

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

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

ARTICLE 24 – GRIEVANCE PROCEDURE

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

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

Step 1: The parties share a common goal of attempting to resolve most matters informally without resort to the grievance process. Toward this end, the parties will attempt to address issues promptly as they arise. Any grievance shall be submitted in writing to the General Manager within ten (10) working days of its occurrence or of the date when the employee or the Union first became aware of the circumstances giving rise to the alleged grievance. The Location Manager shall provide a documented response within five working days after receipt of the grievance.

Step 2: If not resolved satisfactorily at Step 1, a grievance shall be submitted in writing to the General Manager by the Grievance Representative or their designee within ten (10) working days after receipt of the response at Step 1. The grievance shall set forth the alleged facts of the grievance, the specific Article(s) and Section(s) alleged to have been violated, and the remedy that is being sought. Either the General Manager or their designee or the Union shall request a meeting for the purpose of resolving the grievance prior to the Employer's decision. The meeting shall be held within five (5) working days of being requested and will never exceed two (2) paid employees. Within five (5) working days of the meeting the Employer shall deliver to the Union a written reply, which shall provide for a decision in the matter and the reason(s) for the decision.

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

If the grievance is not resolved after the procedures in Step 3 have been completed, the parties, by mutual agreement, may refer the matter to non-binding mediation. Such referrals shall occur within five working days after the union receives the written response from the District Manager.

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

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

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

Section 3. The time constraints that refer to any step of this procedure may be extended by mutual written agreement of the Employer and the Union. Any reasonable request made before the expiration of the time limit to be extended shall be honored by the Employer and the Union. Failure to file a grievance or to proceed to the next step within the prescribed time limits shall constitute a waiver of all rights to grieve and arbitrate such matters.

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

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

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

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

Section 8. Summary Table of Grievance Procedure.

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

ARTICLE 25 – STRIKES AND LOCKOUTS

Section 1. During the term of this Agreement the Union shall not authorize, cause, engage in, sanction, or assist in any slowdown, work stoppage, or strike against the Employer.

In the event that any employee or employees shall call, engage in, sanction, or assist in any unauthorized slowdown, work stoppage, or strike against the Employer, to include sympathy strikes, the Union and its officers and representatives agree to the following:

That the Employer may take whatever disciplinary action it deems appropriate against such employee or employees, including discharge, and that the degree of such disciplinary action shall not be reviewable through the grievance procedures provided for in this Agreement, except however, that issues of disparate treatment and/or whether an employee participated shall be reviewable.

That each of them jointly and severally shall immediately take or cause to be taken all affirmative action to demand, cause, and require each and every employee to perform the terms and conditions of the Agreement.

Section 2. During the term of this Agreement, the Employer shall not cause, permit, or engage in any lockout of its employees.

ARTICLE 26 – INSURANCE AND 401(k)

Medical Insurance

Effective January 1, 2006, the Employer shall pay seventy-five percent (75%) of the weekly premium amount for single coverage. The Employer shall pay a proportion of subsidy under the Standard Benefits Plan currently offered at this location. The schedule of premium amounts, the Employer's subsidy, and the employee's responsibility shall be set forth in the Employer's Standard 75/25 medical plan and shall be communicated in the annual open enrollment period. The Employer shall deduct the employee's share of the premium for each paycheck on a pre-tax basis. Notwithstanding any of the above, if any "buy-up options" to reduce deductibles, coinsurance, or other out-of pocket amounts are offered for the plan in which the employee has elected to participate, and the employee elects such option, the employee shall bear the full cost of the buy-up.

All new employees, on the first of the month following ninety (90) days of employment an employee who works thirty (30) or more hours a week on a regular basis is eligible to participate in the Employer's Standard 75/25 medical plan. However, all covered employees will not lose eligibility unless they go below thirty (30) hours per week.

Eligible employees who waive coverage may enroll during the annual open enrollment period or if a life status change occurs. An employee enrolling due to a life status change must do so within thirty (30) days of the event.

All insurance will cease immediately upon termination or layoff, other than temporary layoff, subject to COBRA. Benefit continuation for periods of disability, including work related disability, are according to FMLA.

Dental Maintenance Plan

All regular full-time and regular part-time employees are eligible after sixty (60) days of employment will become eligible for the Dental Maintenance Plan. Employees choosing dental coverage will pay one hundred percent (100%) of the cost of this insurance. Family coverage can be added at a reasonable cost to you. The Employer will provide you with a copy of the plan when you are eligible.

Effective January 1, 2012 all regular full-time and regular part-time employees are eligible after sixty (60) days of employment will become eligible for the Dental Maintenance Plan. Employees choosing dental coverage will pay eighty percent (80%) of the cost of this insurance. The Employer will provide you with a copy of the plan when you are eligible.

Life Insurance

The Employer will provide, at no cost to the employee, Life Insurance and Accidental Death and Dismemberment Insurance of twenty thousand dollars ($20,000,) to all employees regularly scheduled to work twenty (20) or more hours per week.

401(k) Plan

Section 1. All employees shall be allowed to participate in the 401(k) Plan in accordance with the Plan rules.

a. The employee must have been employed by the Company for a period of one (1) year.

b. The employee must be at least twenty-one (21) years of age.

c. The employee must work one thousand (1000) hours per year.

ARTICLE 27 – ALTERATION OF AGREEMENT

Section 1. This agreement may be reopened for amendment or change at any time by mutual agreement of the Union and the Employer. Additionally, if it is determined that any of the terms of this Agreement are in conflict with an applicable law or current government-wide regulation, the parties agree to reopen this Agreement for the purpose of bringing its terms into compliance.

Section 2. No agreement, alteration, understanding, variation, waiver, or modification of any terms or conditions contained herein shall be made by an employee or group of employees with the Employer, and in no case shall it be binding upon the parties hereto unless such agreement has been ratified by the Union, and approved by the Company.

Section 3. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

ARTICLE 28 – NO DISCRIMINATION

Neither the Employer nor the Union shall discriminate against any employee or applicant on account of activities in or on behalf of the Union, or on account of political activities or beliefs, race, creed, color, sex, national origin, age, sexual orientation, or physical or mental disability. The parties to Collective Bargaining Agreement commit to abide by the Americans with Disabilities Act (A.D.A.), and herby recognize the Employer's responsibility to accommodate while the Union retains the right to grieve seniority issues.

ARTICLE 29 – GENERAL PROVISIONS

Section 1. Bargaining unit work shall be performed by bargaining unit personnel only, except in the case of emergencies or to meet immediate business needs. It is the Employer's intention not to dissipate the bargaining unit through the use of employees not covered by the Collective Bargaining Agreement.

Section 2. Except in case of emergencies or to meet immediate business needs, employees shall only do the work customarily performed by their job classification. Employees required to work in a higher job classification shall receive the higher rate of pay after having worked two (2) hours in the higher paid classification.

Section 3. The Employer shall provide job descriptions to all employees.

Section 4. At the time a new employee subject to this agreement is hired, the Company shall notify said employee that the Company recognizes and it is in contractual relations with the Union. The Company agrees to introduce the Union Officer to all new hires at the time of hire. In addition, all new employees shall be entitled to receive fifteen (15) minute orientation provided by the Union representative as scheduled by the Company.

Section 5. The Employer shall furnish to the Union, upon its request, a copy of an up-to-date seniority list. Said list shall include the name and address of each employee along with their most recent job title, and current pay rate, noting any who have quit and any who are on leave of absence.

ARTICLE 30 – SUCCESSORS CLAUSE

Section 1. This Agreement shall be binding upon the successors and assigns of the parties, and no provisions, terms, or obligations herein shall be affected, modified, altered, or changed in any respect by any change in legal status, ownership, or management of Sodexo at NASA JSC, and the Employer shall be liable for the insertion of these obligations into a bill of sale or other instrument of transfer. The above clause shall have no effect on any other operation of Sodexo, other than the Cafeterias of NASA JSC.

Section 2. In the event of the expansion of any of the Employer's food service operation in the Cafeterias of NASA JSC, the terms and conditions of this Agreement shall be applied to the employees in such expanded food service operations.

ARTICLE 31 – 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 A. See attached.

ARTICLE 32 – 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 at the employee's current rate of pay 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 33 – LIFE OF AGREEMENT

Section 1. The effective date: of this Agreement is January 1, 2011. This Agreement shall remain in full force and effect until December 31, 2016, and shall be automatically renewed for one (1) additional year unless either party gives written notice to the other at least sixty (60) calendar days prior to the expiration date, of its desire to terminate or amend this Agreement. Termination of this Agreement will not of itself terminate the recognition granted to the Union.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on July 1, 2014

SODEXO GOVERNMENT SERVICES AT JOHNSON SPACE CENTER OF THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
2101 NASA PARKWAY
HOUSTON, TEXAS

Sean Knight

Sean Knight
VP, Labor Relations

7/1/14
DATE

Richard Kerr
District Manager

6/27/14
DATE

SOUTHWEST REGIONAL JOINT BOARD WORKERS UNITED

Jean Hervey

Jean Hervey
Director,
Southwest Regional Joint Board

8-5-14
DATE

APPENDIX A

Sodexo, Inc.

Drug/Alcohol Test Implementation Guidelines

SUBSTANCE ABUSE TESTING GUIDELINES

I. Statement of Purpose

Sodexo is committed to maintaining a safe workplace free from the influence of alcohol and drugs. In addition, Sodexo will vigorously comply with the requirements of the Drug-Free Workplace Act of 1988. Employees who use illegal drugs or abuse other controlled substances or alcohol, on or off duty, tend to be less productive, less reliable, and prone to greater absenteeism. These result in the potential for increased cost, delay, and risk in Sodexo's business. For all these reasons, Sodexo will not tolerate any drug or alcohol use, which imperils the health and well-being of its employees or threatens its business.

Accordingly, Sodexo prohibits the following:

- Unauthorized use, possession, manufacture, distribution, dispensation, sale or attempted sale of a controlled substance or drugs and drug paraphernalia on Sodexo/client premises, in Sodexo/client-supplied vehicles, or during working hours;
- Unauthorized use, manufacture, distribution, dispensation, possession, sale or attempted sale of alcohol on Sodexo/client premises, in Sodexo/client-supplied vehicles, or during working hours;
- Storing in lockers, desks, automobiles, or other repositories on Sodexo/client premises any illegal drug, drug paraphernalia, any controlled substance for which use is unauthorized, or any alcohol;
- Being under the influence of an unauthorized controlled substance, illegal drug, or alcohol on Sodexo/client premises, in Sodexo/client-supplied vehicles, or during working hours;
- Use of alcohol off Sodexo/client premises that adversely affects the Employee's work performance, or endangers the individual's own or others' safety at work;
- Use of illegal drugs off Sodexo/client premises that adversely affects the Employee's work performance, the individual's own or others' safety at work;

- Refusing to submit to an inspection when requested by management;
- Being convicted of a felony, under any criminal drug statute, which reflects on the employee's fitness for employment;
- Being convicted, under any criminal drug statute, for a violation occurring in the workplace; and

As permitted by law, Sodexo will conduct drug and/or alcohol testing following on-the-job injuries.

These procedures are designed not only to detect violations of these Guidelines 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.

II. Notice to Employees:

Every current Employee will be provided a copy of these Guidelines and a copy of these Guidelines will be available from management for review or copying during regular business hours.

III. Prohibited Substances:

1. Prohibited Drugs: In accordance with these Guidelines and 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.**

IV. Current Employee Testing:

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 by 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 testing should occur not later than 32 hours after the occurrence of an event meeting the above criteria. Alcohol testing should occur as soon after the event as practical, but no later than eight hours after the event has occurred. Employees are prohibited from using alcohol for at least eight hours after the event or until tested. Employees must report for testing within eight hours. If an Employee fails to do so, it will be deemed refusal to test, absent a reasonable explanation.

V. Collection of Samples/Lab Analysis:

1. **Specimen Collection:** All specimen collection for drugs and alcohol will be performed in accordance with generally accepted scientific methods. Sodexo will use chain-of-custody procedures.

2. **Specimen Analysis:** Test methods permitted by state law shall be utilized. For confirmation purposes of any test screened "non-negative," Sodexo will retain only a laboratory certified by the Substance Abuse and Mental Health Services Administration (SAMHSA). The laboratory will be required to maintain strict compliance with federally approved chain-of-custody procedures, quality control, maintenance and scientific analytical methodologies.

3. **Split-sample Analysis:** The Employee may request that a confirmation test on the specimen be conducted. That request must be made in writing within three business days after being notified of the positive test result. The analysis of the split sample shall be obtained from a separate, unrelated certified laboratory chosen by the Employee and shall be at the Employee's expense.

If the split sample analysis fails to re-confirm the presence of the prohibited substance found in the original sample then both tests shall be noted as a negative and no disciplinary action taken.

VI. 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.

VII. 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.

VIII. Consequences:

An Employee who unnecessarily delays the test process, submits an adulterated or substitute sample or attempts to do so, or who refuses to fully cooperate in the test process will be considered to have refused to submit to testing and will be terminated.

An Employee who tests positive for drugs or alcohol will be terminated.

In addition, Sodexo reserves the right to report the Employee's positive test result or refusal to submit to testing to state workers' compensation authorities, which might result in a denial or loss of workers compensation benefits under state law.

IX. 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.

X. Employee Assistance:

Employees with personal alcohol and drug abuse problems should request confidential assistance through local support agencies or, if applicable, Sodexo's health insurance program or Sodexo's Lifeworks program, (888) 267-8126. Employees who undergo voluntary counseling or treatment, and who continue to work, must meet all established standards of conduct and job performance including these Guidelines. While the mere voluntary request for assistance with an alcohol or drug abuse problem will not result in any constructive counseling, such requests will not prevent disciplinary action for violation of Sodexo's Drug and Alcohol Use Policy and will not prevent termination for a positive result.

Drug/Alcohol Test Implementation Guidelines Acknowledgment

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

_____ _____

(Signature of Applicant/Employee) (Date)

_____

(Printed Name)