

AGREEMENT

Between

Eurest Dining Services
A Division of Compass Group Americas
Operating General Dynamics, Inc. in Sterling Heights, MI

and

UNITE HERE! Local 24, AFL-CIO

FROM November 12, 2019

TO

December 12, 2022 –December 31, 2026

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This AGREEMENT is made and entered into, by and between Eurest Dining Services, a Division of Compass Group Americas operating at General Dynamics, Inc (“Employer”) 38500 Mound Road, Sterling Heights, MI, 48310 and Unite Here Local 24, AFLCIO, (“Union”).

ARTICLE 1 — RECOGNITION

Section 1 The Employer hereby recognizes the Union as the exclusive representative for collective negotiations concerning terms and conditions of employment for all employees at General Dynamics.

Section 2 The Employer shall not abridge, add to, or change any section of this Agreement, except for any changes reached by mutual agreement, and the Employer shall not enter into any separate agreements, covenants or contracts with any individual who is part of the bargaining unit, which would abridge, add to, or change this Agreement.

Section 3 Excluded from the bargaining unit shall be managers, chefs, sous chefs, confidential and clerical employees, office/professional employees, supervisors, and guards as defined in the National Labor Relations Act.

ARTICLE 2 — PARTNERSHIP GOALS & JOINT LABOR MANAGEMENT COMMITTEES

Section 1 - Partnership Goals The Employer and the Union agree that job security for the employees is best assured by growth of the business and that growth of the business is dependent on increased teamwork and productivity aimed at meeting the competitive challenges in the marketplace. The parties further agree that the most effective way of accomplishing those goals is through labor-management cooperation and a partnership between the Employer, the employees and the Union. The parties also believe that employee involvement and participation in improving the quality of their jobs and the growth of the business is an important goal of the Employer and the Union, as is building trust and improving communication between management and the employees. Toward those goals and objectives, the parties have agreed to create Site and Regional Joint Labor Management Committees, (JLMC).

Section 2 - Site JLMC The Employer and the Union agree there shall be a Site Joint Labor Management Committee consisting of no more than 3 individuals from each party. The names of the committee members shall be submitted by each party to the other, in writing. Meetings will be held at mutually agreeable times and places so as to apprise the other of problems, concerns and suggestions related to the operation, working conditions and the labor agreement, all with the aim of promoting better understanding between the parties. Meetings will be held no less often than quarterly. A written agenda shall be established for each meeting. Employees assigned to the Site JLMC shall be paid their regular hourly rate for the time spent as a committee member on the JLMC.

Such meetings shall not be construed as opening the Agreement for negotiations nor shall such meeting be considered as a step in the grievance procedure. No rights either party has under the Grievance and Arbitration procedure or any other Article of the Agreement shall be waived by utilizing the Site JLMC including the exercise of management's rights by the Employer not to conflict with the Agreement.

Section 3 Any agreement reached by the JLMC to alter, change or amend the Labor Agreement will become final and may be implemented only after it is agreed to in writing by both the President of Unite Here Local 24 and the Head of the Employer's Labor Relations department or designee.

Section 4 The parties may jointly choose to train JLMC participants in interest-based problem solving.

Section 5 The parties may jointly agree to have the Joint Labor Management Committee meetings facilitated by the Federal Mediation and Conciliation Services.

ARTICLE 3 — RESPECT AND DIGNITY

The Employer and Union agree that each employee and supervisory representative of the Employer shall be treated with dignity and respect. Verbal abuse, threats or harassment by employees, managers, representatives of the union, or supervisors towards each other will not be tolerated. Discipline shall be handled in a professional manner.

ARTICLE 4 — GRIEVANCE PROCEDURE

Section 1 The term "Grievance" as used herein means any alleged violation, misinterpretation, or misapplication of this Agreement, and may be raised by an individual, group of individuals covered by this Agreement, or the Union on behalf of an individual or group of individuals covered by this Agreement. The claims covered by this Grievance and Arbitration Procedure include, but are not limited to, claims covered by the National Labor Relations Act and claims alleging a unilateral change in the terms and conditions of employment.

Section 2 The parties agree that grievances must be processed and resolved as rapidly as possible. The number of days indicated at each step of the grievance procedure shall be considered maximum and every effort should be made to expedite the process. Failure on the part of management to respond within the time limits shall result in a grievance being automatically moved to the next step. The time limitations may be extended on a case-by-case basis by mutual agreement. Such extensions shall be in writing.

Section 3 The following constitutes the exclusive method for resolving grievances between the parties under this Agreement, unless any step is waived or modified, in writing, by mutual consent of the Employer and the Union. Grievances involving suspensions or terminations will proceed in accordance with Step Two.

Step One: Any employee believing he/she has suffered a grievance, shall, with the assistance of a union representative, discuss the matter with his or her Supervisor, whichever is applicable. In order to be a legitimate grievance, the issue must be discussed within ten (10) calendar days of its occurrence or when the grievant would have reasonably known of the violation. The Supervisor shall give an oral reply within seven (7) calendar days of submission of the Grievance.

Step Two: If the Grievance is not resolved after Step 1, then within seven (7) calendar days of the answer, the Grievance shall be reduced to writing and provided to the General Manager. The written Grievance should list the specific provision(s) of this Agreement alleged to have been violated and remedy sought. Within seven (7) calendar days of the Grievance being filed in writing, a meeting shall

occur between the General Manager, the Shop Steward and the grievant in an effort to resolve the Grievance. The General Manager shall provide a written response within seven (7) calendar days of the meeting.

Step Three: In the event that the Grievance cannot be settled in Step Two, the written Grievance may be appealed by the Union to the District Manager or his/her designee within ten (10) calendar days after the written decision of the General Manager was received. The appeal shall be in writing. The parties shall meet within ten (10) calendar days in an effort to resolve the Grievance. The District Manager shall provide a written response within ten (10) calendar days of the meeting.

If the Grievance is not resolved after the procedures in Step Three have been completed, the parties, by mutual agreement, may refer the matter to non-binding mediation. Such referrals shall occur within thirty (30) days after the Union receives the written response from the District Manager. The mediator must issue a written decision within fifteen (15) days. The Grievance Mediation shall consist of at least one (1) Employer representative and at least one (1) Union representative plus a neutral mediator who shall act as Chairman and mediate the dispute in an attempt to have the parties reach a settlement. In the event the Employer and the Union cannot agree upon a mediator, either or both parties may apply to the Federal Mediation and Conciliation Service (FMCS) to submit a list of five (5) names. Each party shall alternate in striking the list, beginning with the Employer on the first occurrence. The person whose name is not stricken shall be the mediator. Such procedure shall apply in each case. Mediation of grievances shall be governed by the following rules:

1. The grievant shall have the right to be present at the Grievance Mediation;
2. Each party shall have 1 principal spokesperson;
3. Outside attorneys shall not participate in Grievance Mediation;
4. Any documents presented to the mediator shall be returned to the respective parties at the conclusion of the hearing;
5. Proceedings shall be informal in nature and are non-binding on the parties;
6. Rules of Evidence shall not apply and no formal record of the Grievance Mediation shall be made;
7. The mediator shall have the authority to meet separately with any person or persons but will not have the authority to compel a resolution of the grievance;
8. If no settlement is reached, the mediator shall provide the parties with a written advisory decision within 24 hours of the mediation;
9. The mediator shall state the grounds for his/her advisory decision;
10. The Grievance Mediation procedure shall have no power to alter or amend the terms of this Agreement;
11. The cost of the mediator, if any, shall be split equally between the Employer and the Union.

In the event that a grievance which has been mediated subsequently goes to arbitration, no person serving as a mediator between the parties may serve as an arbitrator. Nothing said or done by the mediator may be referred to at arbitration. Nothing said or done by either party for the first time in the mediation hearing may be used against them at arbitration.

Step Four: If the Grievance cannot be satisfactorily adjusted at Step Three, the matter may be referred

by the Union, (or the Employer in the case of an Employer grievance), for final decision and determination to an impartial arbitrator. The parties may agree to a panel of arbitrators to hear Step Four grievances. If the parties are unable to mutually agree upon an arbitrator, a request for arbitration shall be filed in writing with the Federal Mediation and Conciliation Service (FMCS) requesting a panel of seven (7) arbitrators no later than thirty (30) calendar days following the receipt of written Step 3 answer or the receipt of the written decision from the mediator as provided for in Step 3, paragraph 2 above.

The parties shall select an arbitrator from the FMCS panel by alternately striking names (grieving party shall strike first) until one name remains who shall be the "selected" arbitrator. The arbitrator selected through the above request for arbitration filing process shall hold a hearing promptly and shall issue a written decision not later than thirty (30) calendar days from date of the close of the hearings or, if oral hearings have been waived, then from the date on which the written final statements and proofs on issues were submitted. The decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall be bound and governed by the provisions of this Agreement and the arbitrator shall be limited to the interpretation of the terms set forth in the Agreement.

Costs of the arbitrator shall be shared equally by the parties. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

Section 4 - Training For purposes of implementing the procedure set forth in this Article, the parties may apply to a joint training program in grievance mediation to be conducted by the FMCS under the sponsorship of the Joint Labor Management Team. Employees shall be paid for time lost from work for attendance during these trainings.

Section 5 The Employer may submit a grievance to the Union under the provisions of this Article within ten (10) calendar days after the event giving rise to the grievance has occurred. Such grievance shall be filed directly with the Union in writing at Step Three. The Union shall apply a written answer to the grievance within ten (10) calendar days of the Step Three meeting or teleconference. If such grievance is not settled, it may be submitted to mediation by mutual agreement or directly to arbitration.

Section 6 To facilitate the efficient and timely administration of this Article, Union Representatives may participate in grievance investigations and meetings via telephone. Shop Stewards may use the facsimile machine designated by the Company, only before or after their shift or during their meal break upon approval by a supervisor or manager.

Section 7. Any grievance of an employee termination may be expedited by either party following the Step 3 answer. It will be scheduled for the first available date offered by the selected arbitrator. The arbitrator will conduct the hearing without transcript and the parties will present all post-witness argument orally and without written briefs, except where equal opportunity allegations are specifically or implicitly included, a transcript (paid for by the requesting party), and/or briefs are permitted at the request of either party. The arbitrator will issue a determination within seven (7) days of the close of the hearing.

ARTICLE 5 — DISCIPLINE AND DISCHARGE/JUST CAUSE

Section 1 No non-probationary employee shall be discharged, suspended or otherwise disciplined without just cause. The Employer will promptly advise the Union of any discharge. In the event the Union claims the discharge is unjust, the grievance may be referred directly to Step 2 of the grievance procedure within fourteen (14) calendar days of the occurrence.

Section 2 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, the discharge, suspension or other disciplinary action with respect to the employee. If the employee indicates that he/she wishes a steward to be present, and one is not available, the disciplinary meeting shall be temporarily postponed unless it is an event covered in Section 4 below.

In such cases, another bargaining unit person of the employee's choosing shall be asked to sit in as a witness. If it is not a Section 4 situation, the discipline shall be delayed until the employee's next shift.

Section 3 Disciplinary or corrective counseling notices may not be considered as a step in progressive discipline if they were written more than twelve (12) months prior to the date of a new disciplinary or corrective counseling action.

Such documents more than twelve (12) months old may only be used as evidence that an employee was aware of a rule or policy. Copies of all formal written discipline shall be provided to the Union Steward present at the counseling session or the Union Steward assigned to the shift.

Section 4 At the final step of progressive discipline, or in the event of a single serious incident or rule violation, the employee shall be suspended pending investigation and with the intention to terminate. The Union shall be given notice of such suspension within three (3) work days. The final disposition of the matter shall be made within five (5) work days (Saturday and Sunday excluded), and notice of disposition shall be sent to the Union. Notices are to be sent by e-mail or dated fax. However, the Company may request additional time in order to continue its investigation from the Union. The Union will not arbitrarily deny such request.

Section 5 For discipline situations that are appropriate for progressive discipline the progressive steps shall be:

1. First Written Warning
2. Second Written Warning
3. Final Written Warning and Suspension
4. Suspension pending investigation and decision to terminate

Discipline due to attendance occurrences will be as follows:

1. Verbal Warning — four (4) occurrences
2. Written Warning — five (5) occurrences
3. Final Written Warning - six (6) occurrences
4. Termination — seven (7) occurrences

All discipline will be given within five (5) working days of the event which triggered the discipline or within five (5) working days of when the supervisor or the manager would have reasonably known of the event which triggered the discipline. For purposes of this section, working days means days when the employee receiving the disciplinary action reports for their regularly scheduled shift and works the majority of the scheduled hours. In the event of a termination around the time of the Summer or Winter recess period or a plant shutdown, the Employer will seek to contact the employee by telephone to schedule a meeting as soon as possible to issue the termination. Reporting pay will not apply for the employee's attendance in this meeting. The Company may request additional time in order to continue its investigation from the Union. The Union will not arbitrarily deny such request.

Section 6 Attendance issues shall be considered on a separate disciplinary track from other issues. Cash handling issues shall be considered on their own disciplinary track, separate from other issues. Associates must understand and adhere to the Employer's cash handling policy.

Section 7. Associates who call in for their scheduled shift must call the appropriate phone number and must call before the start of their shift, or it will be deemed a no call-no show. A single phone number will be provided to each associate for the single purpose of calling to report call-offs. Management will consider documented extenuating circumstances in determining whether an employee had a legitimate reason for being unable to call prior to the start of their shift.

ARTICLE 6 — NON-DISCRIMINATION

There shall be no discrimination by the parties against an employee on account of race, color, gender, age, creed, marital status, gender identity, disability, sexual orientation or national origin or other protected status under applicable federal, state and local anti-discrimination laws. No employee shall be discriminated against because of their membership in the Union or because of any lawful activities by such employees on behalf of the Union.

ARTICLE 7 — PROBATIONARY PERIOD

Section 1 The first ninety (90) calendar days of employment for all new employees shall be considered a probationary period for purposes of this Agreement.

Section 2 During the aforementioned probationary period, the Employer may discharge such employee for any reason whatsoever. Any employee discharged during such probationary period shall not have recourse to the grievance procedure as set forth in this Agreement.

ARTICLE 8 — SAFETY

Section 1 The Employer will ensure that the working environment and all conditions of work are maintained in a safe manner and that all safety devices and equipment required by the various health codes and other applicable statutes are supplied to maintain a safe environment.

Section 2 A Joint Safety and Health Committee ("Committee") will be established by the Employer and the Union, composed of three (3) members of the bargaining unit selected by the Union and up to three (3) members of management selected by the Employer. 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 periodically, but no less than quarterly at which time they will conduct a walk-around inspection. The Employer will consider all of the recommendations from the Committee in good faith.

Section 3 - Protective Equipment: The Employer shall make available appropriate personal protective equipment and replace for normal wear and tear as needed, at no cost to the employee. Employees are expected to use/wear all protective equipment and are responsible for lost protective equipment. The Employer will supply latex gloves as needed. Latex gloves will not be used in place of “cut” gloves and the Employer will supply sufficient “cut” gloves to all employees and will not require any employee to perform knife work or handle any slicing apparatus without a “cut” glove. Failure to wear a “cut” glove when performing knife work or handling any slicing apparatus will result in disciplinary action. If an employee receives other personal protective equipment and is trained to use it, then the employee not using the equipment as trained will result in disciplinary action.

ARTICLE 9 — SENIORITY

Section 1 Definitions

Except as set forth in a separate provision, company seniority shall be defined as length of continuous service with Compass Group Americas.

Except as set forth in a separate provision, classification seniority shall be defined as length of continuous service in the particular bargaining unit where the employee works as determined by the employee’s last date of hire within that unit.

Section 2 Classification Seniority shall govern with respect to layoff and recall, vacation, choice of shifts, days off, and overtime subject to the Employer's establishment of designated work schedules. Seniority shall govern with respect to layoff and recall, vacation and overtime subject to the Employer's establishment of designated work schedules.

Section 3 In the event that two or more employees are hired on the same day their seniority shall be decided by a lottery of said employees.

Section 4 Seniority shall be deemed broken for the following reasons:

1. A voluntary quit;
2. A discharge for cause,
3. Failure to return to work in accordance with the terms of an approved leave of absence;
4. Acceptance of other work while on leave of absence, except Union leave of absence, Section 4
5. Providing false/misleading reasons or documentation related to request for leave of absence
6. A continuous layoff equal to the employee's length of service when the layoff began or twelve (12)months, whichever is less;
7. Failure to return to work within five (5) days of notice sent to the last address on file by registered mail;
8. Illness or injury absence equal to the employee's length of service when the leave began or one (1) year, whichever is less;
9. Two (2) consecutive work days no call/no show unless failure to call is due to an emergency

beyond the control of the employee.

ARTICLE 10 — LEAVES

Section 1 Upon written notice to the Employer, an employee with at least 6 months of service may apply for a personal leave of absence of up to sixty (60) days. An employee must submit a written request at least thirty (30) calendar days in advance; however, the Employer will consider exceptions for unforeseen circumstances. The application shall specify the reason and the requested length of time for leave. The leave may be extended by mutual agreement of the parties in writing in advance of the conclusion of the original leave. The employee shall give a minimum of fifteen (15) days' notice of such request. Employees must receive approval by the Employer for the leave; such approval will not be unreasonably withheld.

Section 2 Medical leaves of absence, without loss of seniority (of up to twelve (12) months, or lengths of service, whichever is less), shall be granted by the Employer upon a reasonable showing by the employee of medical necessity. A medical leave of absence, whether due to occupational or non-occupational injury or illness, may not exceed the period of time the employee is certifiable as being medically disabled from resuming work. In the event an employee medically able to return to work desires to extend the leave of absence, the employee shall notify the Employer and apply for a personal leave of absence in accordance with the requirements of this Article for personal leaves of absence.

For employees taking a medical leave of absence (including maternity leave) which is supported by a physician's statement verifying the medical need for the leave, upon showing of reasonable cause, an employee at any time may be requested to submit to a medical examination at Employer expense and upon reasonable notice. At the option of the employee, the examination may be made by a physician of his/her own choosing. In this event, the employee shall bear the expense of the examination by the physician of his/her own choosing. The results must be made available to a physician of the Employer's choosing for evaluation.

Section 3 The continuation of insurance and the division of premium expense for insurance coverage during medical leave is controlled by the guidelines of the Family and Medical Leave Act.

Section 4 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. Such leave shall not exceed twelve (12) months. No more than one (1) employee may be awarded such leave at a time, unless mutually agreed upon by the Parties. The company shall continue to pay for the employee's benefits during such leaves provided that the Union and/or employee reimburse the company in full for such benefits. The employee shall continue to pay their share of any benefits.

During such leave the Employer will continue the seniority of the employee on leave and the accrual of benefits based on seniority. The Union will reimburse the Employer for the Employer share of Health and Welfare benefits.

Section 5 Upon the Union's request and subject to the Employer's business requirements, union members serving as stewards, alternate stewards under this contract shall be granted special training leaves to attend group trainings provided by the union. Such leaves will be unpaid and will not

adversely affect an employee's seniority or benefits. The Union will work with the Employer to schedule such training in a manner that minimizes the impact of the attendees' absence on the Employer's business, and will provide the Employer with as much notice as is practicable, which in any event shall not be less than ten (10) working days.

Section 6 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 current state and federal laws.

Section 7 An employee returning from any leave shall be entitled to reinstatement to his/her position, hours and work unit unless the position has been eliminated as a result of layoffs or other legitimate business needs. In such event, the employee may use their seniority as provided for in Article 11 - Force Reductions and Bumping.

Section 8 An employee may, at his/her option, utilize paid vacation during a medical leave of absence or FMLA leave of absence.

Section 9 No leave of absence, whether medical or personal, may exceed the employee's length of service with the Employer or one (1) year, whichever period is shorter. No leave of absence for any on the job injury or illness shall exceed the employee's length of service with the Employer or eighteen months (18) months, whichever period is shorter.

ARTICLE 11 — FORCE REDUCTIONS/BUMPING/RECALL

Section 1 In the event of a reduction in force, the least senior person in the affected job classification shall be the first person to be laid off so long as the remaining employees are qualified to perform the remaining work with minimal training. The displaced employee may bump a less senior employee in the bargaining unit provided they have the seniority and are qualified to perform the work successfully with minimal training. The displaced employee without seniority to bump shall be laid off.

Section 2 Employees shall be recalled to their former position in inverse order as business needs dictate.

Section 3. Employees shall be provided with letters from the Company, notifying them of the layoff, and the expected date of return if known.

ARTICLE 12 — POSTING OF VACANCIES

Section 1 All vacancies shall be posted in writing for five (5) working days on internal bulletin boards the facility. A copy of the posting shall be given to the Shop Steward and Union Representative. Persons shall apply for the posted vacancies by either signing their names to the posting notice or by sending a written request to the General Manager. Interviews will be conducted within fourteen (14) calendar days of the completion of the posting period. When more than one active current employee is deemed by management to be qualified for a position, selection of employees to fill the vacancies shall be governed by seniority. The Employer shall post the original open position and one additional posting in sequence unless the successful bidder for the first posted position came from an entry-level position under this Agreement. In such instance, the Employer may hire a replacement from outside.

Section 2 Vacancy shall be defined as a regular position which is vacated by the separation of an

employee and one the Employer determines should be replaced or a newly created position.

Section 3 The first ninety (90) calendar days of employment in a new job title for any existing employee will be considered a probationary period for the purpose of this Agreement.

1. Except as set forth during the aforementioned probationary period, the employee's service in the new position may be ended by the Employer for any reason. If they are disqualified during probation by the Employer or, if they ask to be returned to their prior position during probation, they may not bid again for a period of six (6) months.
2. Upon such disqualification, the employee shall be entitled to return to the position previously held or a substantially similar position and he/she shall suffer no loss of seniority occasioned by the promotion.
3. The Employer shall be entitled to extend the probationary period for an additional ninety (90) calendar days upon written notification to the Union.
4. Employees who successfully bid for new promotional opportunities may apply for a subsequent promotional opportunity without a time bar restriction.

ARTICLE 13 — TRANSFERS AND REASSIGNMENTS

An employee may request a transfer or reassignment to an equal or lower rated position. The Employer agrees that it will make reasonable efforts to accommodate such employee. Any impact on the rate of pay and/or benefits of the employee caused by said move shall be governed by this Agreement.

ARTICLE 14 — CIVIL RIGHTS

SECTION A: EMPLOYMENT AND PRE-EMPLOYMENT BACKGROUND CHECKS

1. The Employer shall not condition the continued employment, transfer or promotion of any bargaining unit employee on a review of the employee's credit history or reports derived from the employee's credit information,
2. The Employer will not inquire about, or require an employee, as a condition of continued employment, transfer, or promotion, to disclose or reveal, an arrest or a criminal accusation that did not result in a conviction or that is not currently pending. The Employer may not obtain such information through application forms, interviews, or in criminal history checks.

SECTION B: IMMIGRATION RIGHTS

1. No employee covered by this Agreement, will experience a loss of seniority, compensation, or benefits due to the submission of legally documented changes in his/her name and/or social security number. The Employer shall not take action against any employee solely because the employee is subject to an immigration proceeding where the employee is otherwise permitted

to work.

2. The Employer will provide an employee with at least sixty (60) days' notice that the documents provided by the employee demonstrating work authorization are scheduled to expire and that the employee will need to re-verify the I-9 documentation and provide valid evidence of continued authorization.
3. In the event that an employee has a problem with his or her right to work in the United States after completing his or her introductory or probationary period, the Employer shall notify the Union in writing prior to taking any action. Upon the Union's request received by the Employer within forty-eight (48) hours of the Employer's notice to the Union, the Employer agrees to meet with the Union to discuss the nature of the problem to see if a resolution can be reached.
4. Loss of Seniority In the event that an employee does not provide adequate proof that he/she is authorized to work in the United States following his/her probationary or introductory period, and his/her employment is terminated for this reason, the Employer agrees to immediately reinstate the employee, without back pay, to his/her former position, without loss of prior seniority (but seniority does not continue to accrue during the period of termination) upon the employee providing proper work authorization within twelve (12) months from the date of termination so long as the employee has enough seniority and the ability to perform the position and the position still exists.

If the employee needs additional time to obtain his work authorization, the Employer will rehire the employee into the next available opening in the employee's former classification, as a new hire without seniority, upon the employee providing proper work authorization within a maximum of twelve (12) additional months. The parties agree that such employees would be subject to a probationary period in this event.

5. No-Match Letters In the event that the Employer receives notice from the Social Security Administration ("SSA") that one or more of the employee names and Social Security numbers ("SSN") that the Employer reported on the Wage and Tax Statements (Forms W-2) for the previous tax year do not agree with SSA's records, the Employer agrees to the following:
 - a. the Employer agrees that it will not take any adverse action against any employee listed on the notice, including firing, laying off, suspending, retaliating, or discriminating against any such employee, solely as a result of the receipt of a no-match letter, and
 - b. the Employer agrees that it will not, unless required by law, require employees listed on the notice to bring in a copy of their Social Security card for the Employer's review, complete a new I-9 form, or provide new or additional proof of work authorization or immigration status, solely as a result of the receipt of a no-match letter, and
 - c. the Employer agrees not to contact the SSA or any other governmental agency, solely as a result of receiving a no-match from the SSA, unless required by law.
6. Workplace Immigration Enforcement The Employer shall, unless objected to by the affected employee, notify a representative of the Union as soon as practical if the Employer receives a

no-match letter from the Social Security Administration, or is contacted by the United States Citizenship and Immigration Service (USCIS) related to the immigration status of an employee covered by this Agreement or if a search and/or arrest warrant, administrative warrant, subpoena, or other request for documents concerning such an employee is presented in order that the Union can take steps to protect the rights of its members. The Union agrees that it shall keep confidential any information it obtains pursuant to this provision and that it will use any such information solely to represent and/or assist the affected employee(s) in regards to the USCIS matter.

To the extent legally possible, the Employer shall offer a private setting for questioning of employees by USCIS.

7. Re-Verification of Status The Employer shall not retain in its files copies of the identity and work authorization documents presented by the employee.

The Employer shall not require or demand proof of immigration status, except as may be required by 8 USC § 1324a (1)(B) and listed on the back of the I-9 form or as otherwise required by law.

In the event of a sale of the business or its assets, the Employer shall offer to transfer the I-9 forms of its employees to the new employer or, at the Employer's option, to jointly maintain the I-9 forms of its employees with the successor employer for the period of three (3) years, after which the successor employer shall maintain said forms.

In the event that the Employer loses or leaves the account for any reason and a new food service contractor hires the Employers food service employees, the Employer will offer to transfer to the new contractor the food service employees I-9 forms.

In the event that the Employer begins operations at a location where the employees are covered by a contract with UNITE HERE Local 23 at the time they begin operations, the Employer will accept from the previous contractor any I-9 forms that have been offered for the previous contractors employees that have been hired by the Employer.

8. Unpaid Leave Upon request, employees shall be released for a total of five (5) unpaid working days during the term of this Agreement in order to attend USCIS proceedings and any related matters for the employee only. The Employer may request verification of such absence.
9. Legality The Union and the Employer agree that this Agreement shall not be interpreted to cause or require the Employer to violate IRCA, 8 USC §1324a or any other applicable law. Except as required by law the Employer agrees not to permit any private or public entity to conduct an audit or inspection of its I-9 forms or personnel records.
10. Paid Citizenship Holiday On the day that an employee is sworn in as a U.S. citizen, the employee will be excused from work and will be compensated for all lost time at the same rate used for holiday pay.

SECTION C: VOTING

Full-time employees who lack sufficient time outside scheduled work hours to vote in local, state and federal elections may take up to two (2) hours off work with pay for this purpose. Paid time off will be provided at the beginning or end of the employee's regular shift, whichever will allow the most free time for voting and the least time off of work. Employees requiring time off must notify their supervisor two days before voting and must present a voter's receipt to their supervisor upon return to work from voting.

SECTION D: INCARCERATION

- a. Incarceration, on its own, does not provide just cause for disciplinary action.
- b. Employees who have been incarcerated retain a reasonable obligation to notify or have someone notify the Employer, regarding absence from work.
- c. An incarcerated employee may be excused from providing notice regarding each scheduled shift, but must establish with the Employer an initial period of absence from work, as soon as practicable, and either return to work following that established initial period, or notify the Employer prior to the end of that period and establish a new date for the return to work.
- d. An incarcerated employee, who is released to return to work within thirty (30) days of the original absence caused by incarceration and has met the requirements of this section, shall be returned to work without loss of seniority or other privileges of employment.

ARTICLE 15 — ETHNIC DIVERSITY AND CULTURAL ISSUES

Section 1 The parties recognize that recent immigrant workers are employed by the Employer and are a vital element to the success of the facility. While English is the language of the workplace, employees have the right to use the language of their choice among themselves or in responding to customers who address them in a language other than English. Both the Company and employees must be sensitive to excluding co-workers and customers from understanding the subject of conversation when speaking in the presence of others who do not understand the language they are using.

Section 2 The Employer is committed to a program to improve its ability to communicate with employees who do not communicate in English. To that end the Employer agrees:

1. It will, within a reasonable period of time, provide training materials, program announcements, and bulletin board notices where practical, to communicate in the principal languages of its employees.

Section 3 Where there is a communication difficulty with a particular employee, on request the Company will provide a translator chosen by the employee to facilitate communications so long as:

1. The employee is on the premises at the time requested or will be available within twenty-four (24) hours, in which case the meeting will be held at that time;
2. The employee translates the communication of both sides so that there is full understanding

by both parties of the verbal exchange;

3. Said translator may be the union steward who shall function both as translator for both parties and advisor to the employee.

4. If the translator is not the steward, he/she shall translate for both sides but shall not function in the role of steward.

Section 4 – Commitment The Employer is committed to a diverse workforce, consistent with and practicing equal employment opportunity and engaging in affirmative efforts to maintain an environment that supports and encourages the contribution of all employees. The parties will strive to achieve a workplace environment respectful of the diverse cultures of the workforce. The Employer and Union are proud of the diversity of the workforce and the benefits that diversity brings to the industry.

As part of this commitment, the Employer will work with the Union to inform and educate members of underrepresented communities about job and career opportunities with the Employer.

Actions taken by the Employer in accordance with its current Affirmative Action Plan may also meet goals of the outreach program. In no event shall the Employer be required to act contrary to its Affirmative Action Plan, nor shall its Affirmative Action Plan or actions taken pursuant to that plan be subject to the grievance and arbitration provision of the Agreement.

ARTICLE 16 — BARGAINING UNIT WORK

Section 1 Supervisors and other non-bargaining unit employees will not perform bargaining unit work except when there are no unit employees to perform the work needed or when such is necessary for the legitimate emergencies or for the instruction of personnel.

Section 2 The Employer may use the services of a temporary employment agency when there are not enough qualified bargaining unit employees to perform the work or there is conflict with a qualified employee's regular schedule but not substantially beyond current practice.

If an absence is known at least eight (8) hours in advance and management has determined that the vacancy should be filled, the vacancy will be filled using the method in Article 27 prior to the use of temporary employment agencies. The employer will first offer additional hours to qualified, available employees who will not incur overtime, including “splitting” the hours, if necessary, then the Employer will offer additional hours to qualified available employees who may incur overtime, including “splitting” the hours, if necessary.

ARTICLE 17 — NO REDUCTIONS

No employee shall have his/her wages, benefits or other working conditions reduced as a result of the signing of this Agreement unless mutually agreed upon by the parties.

ARTICLE 18 — UNION STATUS AND MEMBERSHIP DUES CHECK-OFF

Section 1 The Employer agrees that it will, during the full term of this Agreement or any renewal

thereof, deduct bi-weekly from the earnings of employees who have signed an appropriate authorization and filed same with the Employer, Union dues, assessments, initiation fees, arrears and reinstatement fees and remit the total deductions monthly to the Union or to such person as may be designated by the Union. The form of such authorization has been agreed upon and such authorization shall be irrevocable for a period of one (1) year from the date the same is signed or until the termination of the Agreement, whichever occurs sooner, provided that such authorization shall be automatically renewed and shall be irrevocable for the successive periods of one (1) year each or for the period of each succeeding applicable collective bargaining agreement between the parties, whichever shall be shorter, unless written notice is given by the employee to both the Employer and the Union not more than twenty (20) nor less than ten (10) days prior to the expiration of each period of one (1) year or of the expiration of each applicable collective bargaining agreement between the parties, whichever occurs sooner.

Section 2 No later, than the 15th day of each month, the employer shall submit one check for the previous month's dues deductions together with one list of all bargaining unit employees, showing their names, their social security numbers, their dates of hire, hourly wage rate, campus location, classification, home address, status (FT/PT/LOA/Terminated) and the total amount deducted from each employee each month, and the reason if no deduction was made. The employer shall, deposit the list in an electronic format approved by the Union on the Union's FTP site or will send the approved list by e-mail. The Employer shall show on the employee's statement of earnings and withholdings the Union fees deducted and remitted to the Union. This statement will serve as the member's dues receipt.

Section 3 In the event there is a change in the law such that obtaining or continuing employment may be conditioned on the payment of Union dues or service fees, the Employer and the Union agree that the following language shall govern: Except as prohibited by law, employees shall become and remain members of the Union in good standing upon completion of thirty (30) days of employment with the Employer or thirty (30) days after the effective date of this Agreement, whichever is later.

Section 4. All new employees shall be entitled to receive a fifteen (15) minute orientation provided by the union.

Section 5 The Union shall certify to the Employer, in writing, the current rate of its membership dues and initiation fees. If the Union changes the rate of its membership dues, it shall give the Employer thirty (30) days written notice prior to the effective date of such change.

Section 6 The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that shall rise out of or by reason of action taken or not taken by the Employer in reliance upon said dues deduction authorization cards or UNITE HERE TIP campaign authorization forms submitted by the Union to the Employer.

Section 7 The Company shall deduct and transmit to the Treasurer of UNITE HERE TIP Campaign Committee the amount of contribution specified for each payroll period or other designated period worked from the wages of those employees who voluntarily authorize such contribution at least seven (7) days prior to the next scheduled pay period, on the form provided for that purpose by UNITE HERE TIP Campaign Committee. These transmittals shall occur no later than the fifteenth (15th) day of the following month, and shall be accompanied by a list setting forth as to each contributing employee, his

or her name, address, occupation, rate of PAC payroll deduction by the payroll or other designated period, and contribution amount. The parties acknowledge that the Company's costs of administration of this PAC payroll deduction have been taken into account by the parties in their negotiation of this Agreement and have been incorporated in the wage, salary and benefits provision of this Agreement. The Company shall send these transmittals and this list to:

Attn: Treasurer
UNITE HERE TIP Campaign Committee
275 Seventh Avenue
New York, NY 10001..

ARTICLE 19 — SHOP STEWARDS AND VISITATION

Section 1 The Union shall have the right to designate shop stewards who shall represent the Union for the purpose of presenting and adjusting grievances. The Union shall provide the names of the Union stewards in writing to the Company within two (2) weeks of an associate being assigned as a Steward or removed as one.

Section 2 A steward may be released from their regular duties to investigate grievances on Company time. 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 with.

Section 3 The Union, through its representatives, shall have access and the right to visit working areas in the unit where employees covered by this Agreement are assigned during working hours. The Union agrees that it shall not interfere with any working operations and shall contact the General Manager or his/her designee upon arrival. The Union agrees to schedule visits in advance.

Section 4 The Employer shall permit the Union the reasonable use of bulletin boards for the purpose of posting information. Copies shall be provided to the General Manager or his/her designee in advance of posting and shall not contain inflammatory or defamatory text toward the Employer or the Employer's client.

Section 5 While on the job, employees may wear Union buttons, so long as the wearing of such buttons does not obscure or interfere with the employee's uniform or create a safety hazard or if the client does not object.

ARTICLE 20 — SUCCESSORS AND ASSIGNS

Should the Employer sell, assign or otherwise transfer the facility, the Employer shall notify the union in writing, and it shall notify the transferee of this Agreement.

The Employer shall notify the Union promptly when they have been notified that their contract with the client is going out to bid or otherwise terminated.

ARTICLE 21 — MANAGEMENT RIGHTS

Section 1 Except as expressly modified by a specific provision of this Agreement, all the authority,

rights and powers which the Employer had prior to the signing of this Agreement are retained by the Employer and remain exclusively and without limitation the rights of management. Only express modifications contained in specific provisions of this Agreement constitute limitations upon such authority, rights and powers.

Section 2 Examples of the authority, rights and powers which are hereby vested in the Employer, with only such modification as is expressly stated in a specific provision of this Agreement, include, but are not limited to, the following: The right to schedule, adjust, and assign work and hours of employees; to assign and require overtime work; to determine production requirements and the methods by which such production shall be accomplished; to hire, promote, transfer, reclassify, suspend, discipline, demote, layoff or discharge employees; to determine the work to be done by the Employer's employees; to determine the size of the work force and the amounts and kinds of supervision necessary; to temporarily or permanently shut down its entire operation or a portion thereof; to temporarily or permanently move its entire operation or a portion thereof to another location(s); to establish or change rules and safety standards; to establish or change work standards; to establish or change standards of quality and quantity of work; and to determine the creation, continuance, termination, change or consolidation of jobs or of partial or total operations (including discontinuance of their performance by Company employees). If the Employer does not exercise rights reserved to it or if it exercises such rights in a particular way, it shall not be deemed a waiver of the right to exercise such rights or of the right to exercise such rights in other ways not in conflict with the express terms of this Agreement.

Section 3 The Employer retains the right to subcontract out production work to an off-premise subcontractor as the dictates of business demand or if the Employer in its discretion deems it necessary as long as it does not directly displace or result in the layoff of a regular employee except as a result of cause beyond the control of the Employer.

ARTICLE 22 — NO STRIKE/NO LOCKOUT

Section 1 The Union and its members employed by the Employer, individually or collectively, will not, during the life of this Agreement, encourage, cause or take part in any strike, work stoppage, work interruption, work interference, slowdown, sabotage of Company production or processes, sympathy strike, picketing or boycott against the Employer. The Employer will not engage in a lockout during the term of this Agreement.

Section 2 Employees who engage in any activity in violation of this Article shall subject themselves to discipline up to and including termination.

Section 3 The Union agrees that if employees covered by this Agreement are in violation of this provision they shall order the employees to cease and desist and return to work immediately and take steps to ensure compliance with that request.

ARTICLE 23 — WAGES

Section 1 Employees shall receive wages as indicated in Appendix A. Employees who have been assigned by management to train other employees shall be paid an additional one dollar (\$1.00) per hour.

Section 2 Any employee who works in a higher classification for a minimum of one (1) hour shall receive the rate of that classification for the hours so worked or their current rate, whichever is greater.

An employee temporarily assigned to work in a lower paid classification shall retain their rate. Such work will be assigned as determined by management.

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

Section 4 If an employee is required to attend a meeting called by the Employer, such employee shall be paid at their regular straight time rate for such attendance. Attendance will be mandatory.

Section 5 Employees shall be paid on a bi-weekly basis on Fridays before the end of their regular shift. All employees shall be paid by direct deposit.

Section 6 If a new position is created, the parties will meet to determine the rate of pay for the new position.

ARTICLE 24 — INSURANCE

All regular full-time employees, effective the first of the month following sixty (60) days of employment, shall be eligible to participate in the Union health insurance, vision, dental and short term disability programs as described below.

Section 1. Trust Language

Effective June 1, 2019, 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 a regular full-time employee (those on a regular schedule of 30 hours per week or more).

The Employer will begin making contributions to the Fund for all eligible employees upon the earlier of: (a) the first of the month following two months of employment or (b) completion of 1,000 hours of service.

Section 3. Monthly Employer Contributions

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

Silver Plus PPO - Monthly Rates

Effective date	Single	Single & spouse	Single & Children	Family
1/1/2022	553.34	1,180.14	923.00	1,639.09
1/1/2023	553.34	1,180.14	923.00	1,639.09

Gold Plus PPO - Monthly Rates

Effective date	Single	Single & spouse	Single & Children	Family
1/1/2022	\$685.00	\$1,460.93	\$1,142.62	\$2,029.09
1/1/2023	\$685.00	\$1,460.93	\$1,142.62	\$2,029.09

Dental PPO - Monthly Rates

Effective date	Single	Single & spouse	Single & Children	Family
1/1/2022	\$32.78	\$80.90	\$78.11	\$112.39
1/1/2023	\$32.78	\$80.90	\$78.11	\$112.39

Vision Plus – Monthly Rates

Effective date	Single	Single & spouse	Single & Children	Family
1/1/2022	\$6.97	\$12.65	\$13.27	\$20.48
1/1/2022	\$6.97	\$12.65	\$13.27	\$20.48

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 AD&D (\$10,000/\$10,000) – Monthly Rates

<u>Effective Date</u>	<u>Single</u>
1/1/2022	\$1.90
1/1/2023	\$1.90

The Employer will submit Short Term Disability contributions to the Fund for all eligible employees, including those who decline Medical coverage, at the following monthly rates.

Short Term Disability (\$300/up to 26 weeks)- Monthly Rates

<u>Effective Date</u>	<u>Single</u>
1/1/2020	\$19.65
1/1/2021	\$19.65
1/1/2022	\$14.74
1/1/2023	\$14.74

Section 4. Employee Co-premiums

For Silver Plus PPO, eligible employees shall contribute the following sums via payroll deduction on a bi- weekly basis:

Effective date	Single	Single & spouse	Single & Children	Family
1/1/2022	\$50	\$250	\$150	\$450
1/1/2023	\$55	\$255	\$155	\$455
1/1/2024	\$55	\$255	\$155	\$455
1/1/2025	\$60	\$260	\$160	\$460
1/1/2026	\$60	\$260	\$160	\$460

For Gold Plus PPO, eligible employees shall contribute the following sums via payroll deduction on a bi- weekly basis:

Effective date	Single	Single & spouse	Single & Children	Family
1/1/2022	\$60	\$250	\$150	\$450
1/1/2023	\$65	\$255	\$155	\$455
1/1/2024	\$65	\$255	\$155	\$455
1/1/2025	\$70	\$260	\$160	\$460
1/1/2026	\$70	\$260	\$160	\$460

For Dental PPO, the Employer will pay 100% of the monthly contribution for Single coverage. Employees who elect Single+ Spouse, Single+ Child(ren) or Family coverage will pay the difference between the Employer's contribution for Single coverage and the total monthly contribution for Single + Spouse, Single+ Child(ren) or Family coverage via payroll deduction.

For Vision Plus, the Employer will pay 100% of the monthly contribution for Single coverage. Employees who elect Single + Spouse, Single + Child(ren) or Family coverage will pay the difference between the Employer's contribution for Single coverage and the total monthly contribution for Single + Spouse, Single + Child(ren) or Family coverage via payroll deduction.

The Employer will deduct the amounts listed above of said coverage contributions from employees' paychecks on a bi-weekly basis. The Employer will submit the entire contribution to the Fund on a monthly basis on behalf of all eligible employees.

Section 5. Enrollment

The Employer and Union will hold an initial enrollment and benefits engagement event on the Employer premises within the Fund-specified enrollment period. The Employer shall release for 30 minutes on work time all employees eligible to enroll to meet with a representative of the

Union, who will show employees how to enroll electronically and explain important information about FSP II.

Eligible employees who wish to enroll shall do so in accordance with the Fund's policies. The Employer is required to keep a copy of either the confirmation letter or signed election form, as applicable. Such form shall be retained with the employee's file and made available to the Fund upon request.

For any coverage level for which there is an employee co-premium, the Employer is required to remit contributions to the Fund for those employees who enroll and agree to remit the required applicable co- premium via payroll deduction.

For employees hired after the date of ratification of this agreement, or who become eligible to enroll after the effective date of this article, the Employer shall make available a computer for employees to use during such employee's enrollment period to electronically enroll.

Section 6. Upon termination of employment, all insurance coverage under Employer plans shall cease immediately and contributions to the Fund will continue through the end of the month in which the termination occurs, with the following exceptions:

1. For employees taking leaves of absence described in Article 10, the Employer will continue insurance coverage under Employer plans or contributions to the Fund through the end of the month in which the leave commences provided that the employee has made all premium co- payments. If a leave extends longer than the initial month, insurance coverage is governed by COBRA.
2. For employees on union leave, see Article 10, Section 4.
3. If an employee is granted an unpaid leave of absence in accordance with the FMLA, coverage under Employer plans or contributions to the Fund shall continue for up to six months as an accommodation under the Americans with Disabilities Act, provided all regularly required premium contributions are received.

The parties agree that any reference in this section to insurance "coverage" should be interpreted as "contributions" for insurance. Employees' insurance that is administered by the Fund is governed solely by the terms and conditions of the Fund's Plan.

Section 7. Mandatory Health Care Meetings

The Employer and the Union are jointly committed to maintaining quality and affordable health care for all bargaining unit members. To that end, the parties have agreed to the following proactive training program in order to ensure that covered individuals are made aware of the

most effective way to utilize the benefits in an effort to maximize quality and control costs.

- a) The Employer will call a mandatory employee meeting within 90 days of the signing of this agreement or signing a future CBA, or at a later time by mutual agreement with the Union;
- b) Each year thereafter, the Employer shall call a mandatory employee meeting within 90 days of open enrollment, or at a later time by mutual agreement with the Union;
- c) Such meeting shall be no less than 30 minutes, but may be added to the beginning or end of an existing mandatory employee meeting;
- d) Only those employees who are eligible to participate in the UNITE HERE HEALTH Food Service Plan Unit will be required to attend;
- e) Employees attending such meeting will be paid at their normal hourly rate;
- f) The meeting will be run by staff from UNITE HERE HEALTH and/or the Union;
- g) The General Manager and/or local Human Resources Representative will attend this meeting in order to better be able to answer any questions they may receive from employees;
- h) The General Manager and/or local Human Resource Representative and Local Union Representative will coordinate to determine if the location needs to have one mandatory meeting or multiple meetings to accommodate differing days off and/or shifts.

ARTICLE 25 — HOURS OF WORK

Section 1. The Company shall create as many forty (40) paid hour per week positions in five (5) days as possible subject to operational requirements and the needs of the business. In the event that forty (40) paid hour positions are not possible due to operational requirements and the needs of the business then Company agrees to maximize hours within classifications by seniority, subject to the needs of the business and operational requirements up to a maximum of forty (40) paid hours. Employees must have the skills, ability and qualifications to perform the available work.

Section 2. Weekly work schedules shall be posted by noon on Friday for the following week.

Section 3. All employees covered by this Agreement will be permitted to take paid breaks during each shift worked as follows: all employees who work four hours or more will be entitled to one (15) minute paid break. Employees working seven and one half (7.5) hours or more will be entitled to one additional ten (15) minute paid break (a total of twenty minutes) and employees working ten (10) hours or more will be entitled to one additional ten (15) minute paid break (a total of thirty minutes). Breaks will be scheduled by the manager.

Section 4. Employees working five (5) hours or more may consume one free meal during their thirty (30)-minute unpaid lunch break provided by the employer, which shall be equal in quality and variety to that which is offered the guests, excluding pre-packaged products and premium beverages (Red Bull, Monster) . All associates may drink coffee and any fountain beverage (but not bottled beverages) during their entire shift, but not at their work stations.

ARTICLE 26 — OVERTIME AND PREMIUM PAY

Section 1. Over time, at one and one-half (1-1/2) times the regular straight-time hourly rate shall be paid for all work performed in excess of eight (8) hours in any one (1) day , or forty (40) hours in any one week. There shall be no duplication or pyramiding of overtime. Double time (2x) shall be paid for all hours worked on the seventh (7th) consecutive day worked in a work week.

Section 2. When there are more employees at work in the classifications than are needed for the overtime work, the Employer will offer work in the classification by seniority. If there are insufficient volunteers, the employer may require employees in the classification to work in inverse seniority order.

Upon request of the employee and approval by management, the Employer will offer training to be qualified to work other stations within the employee's own classification. Such training will not be unreasonably denied.

Section 3. Overtime shall be paid in the pay cycle following that in which the overtime is worked.

Section 4. Whenever possible, overtime scheduled shall be posted the day before such overtime is scheduled. In the event of short notice overtime, employees working overtime shall be permitted to make such necessary notification to their homes and families. Overtime may at times be mandatory for all employees in a classification and will be assigned to the employees in the classification.

Section 5. Employees shall be expected to work a reasonable amount of overtime when requested.

Section 6. No employee shall work overtime unless such overtime work has been authorized in advance by his/her supervisor. Overtime shall be verified in writing by the Supervisor on the employee's time record.

Section 7 Catering Work Opportunities

For all front of the house catering functions the scheduling order shall be as follows:

1. Full time bargaining unit catering employees shall be scheduled for all available hours.
2. Full time bargaining unit non-catering employees who are qualified, available to perform the work required, and will not be put into overtime by such work, shall be offered the opportunity to work.
3. Full time bargaining unit non-catering employees who are qualified, available to perform the work required, and will be put into overtime by such work, shall be offered the opportunity to work.
4. Bargaining unit Catering On-Call workers shall be offered any hours that are not filled after following Steps 1, 2 and 3.
5. Temporary workers may only be called after all other options have been exhausted.

Upon request of the employee and approval by management, the Employer will offer training to be qualified to work front of the house catering events. Such training will not be unreasonably denied.

ARTICLE 27 — JURY DUTY

When a member of the bargaining unit is summoned for jury duty and presents a jury summons, the Employer shall grant such employee time off for jury duty and will pay the employee the difference between his/her jury duty pay and the regular straight time hourly rate for the regularly scheduled hours of work for up to 20 work days in any calendar year.

ARTICLE 28 — REPORT IN PAY

Section 1 Employees who report to work without having been notified that the operation is closed, shall be guaranteed either one-half their scheduled hours or pay in lieu thereof.

Section 2 Once employees begin their scheduled shift, they shall be paid for all hours worked, or one-half the hours in their regular shift, whichever is greater. When worked planned for the facility has been completed, the Employer may canvass employees by seniority to determine if there are volunteers to leave early in lieu of receiving the report in pay guaranteed by this Section. The Employer shall not place undue pressure on employees to volunteer. This section shall not apply in cases of fire, flood, natural disaster, utilities failure, or an Act of God.

Section 3 The decision whether an employee shall be excused or shall work will be at the discretion of management and shall be made on the basis of seniority.

Section 4 Employees scheduled to work or called in from home to work on a scheduled day off, shall be guaranteed a minimum of four (4) hours work or the pay equivalent thereto.

ARTICLE 29 — CHANGES IN HOURS

Section 1 In the event that the scheduled hours for a given classification are reduced, then the least senior employee in a given classification involved shall be affected first and so on as long as the remaining employees are qualified to perform the work with minimal training . By mutual consent of the parties, all employees in a given job classification involved may be affected equally (i.e., hourly time shall be reduced in a like amount for each employee).

Section 2 In the event that the scheduled hours for a given classification are increased, then the most senior employee qualified to perform the work with minimal training in the given classification shall be affected first and so on. By mutual consent of the parties, all employees in a given classification shall be affected equally (i.e. hourly time shall be increased in a like amount for each employee).

Section 3 Employees may use vacation or sick/personal days to count for full days during "slow day" reduced staff situations. If an employee requests to use a vacation/sick/personal day more than one (1) week in advance, the requests will be filled by seniority. If an employee makes this request less than one (1) week in advance, the Company will fill the requests on a first-come, first-serve basis.

ARTICLE 30 — HOLIDAYS

Section 1 All employees of the bargaining unit shall be entitled to the paid holidays each year, as enumerated in Appendix A. If a named holiday falls on a Saturday it shall be celebrated on the Friday before the holiday or Sunday it shall be celebrated on the Monday after the holiday.

Section 2 When a holiday is celebrated on a day when the employee is not normally scheduled, payment shall be based on an individual employee's regularly scheduled hours based on a five (5) day work week and regular rate of pay to a maximum of eight (8) hours. When a holiday is celebrated on an employee's regularly scheduled day, and the employee's regular schedule for that day is more than eight (8) hours, then the employee will receive their normal amount of scheduled hours paid at the straight time rate for that holiday.

Section 3 Employees shall be eligible for holiday pay upon completion of their probationary period.

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

ARTICLE 31 — BEREAVEMENT LEAVE

In situations involving the death of an immediate family member, every employee is entitled to a paid funeral leave not to exceed three (3) consecutive working days. If the funeral is to take place more than 250 miles but less than 500 miles, an employee shall be allowed to take up to an additional 2 unpaid days. (Sick/Personal days will be used if the employee has them available.) If the funeral is to take place more than 500 miles from where the employee works, the employee will be allowed to take up to five (5) consecutive working days of paid funeral leave.

In the event of the death of other family members, all employees are entitled to a paid funeral leave of one (1) working day. If the funeral takes place more than 500 miles from where you work, an employee will be allowed to take up to (3) consecutive days of paid funeral leave.

NOTE: Immediate Family - This includes an employee's parents, spouse, domestic partner, children, brothers, sisters, grand-parents, grandchildren, step-parents, stepchildren, step-brothers or step-sisters.

Other Family Members - This includes the employee's current mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt, uncle, niece, nephew or cousin.

The employee's supervisor may require proof of attendance at the funeral and relationship to the employee.

ARTICLE 32 — TRAVEL ALLOWANCE

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

ARTICLE 33 — WELLNESS PAY

Each full time employee will receive a maximum of three (3) hours paid time off from work to receive preventive care each year. To qualify for the time off, the employee must be enrolled in one of the insurance plans offered through this Agreement and have been employed by the company for at least

one year. Employees must have their physician complete the company provided Wellness Pay form at the time of the visit.

ARTICLE 34 — COMPLETE AGREEMENT

This Agreement, reached as a result of collective bargaining, represents the full and complete agreement between the parties and supersedes all previous agreements, whether written or oral, between the parties.

ARTICLE 35 — SEPARABILITY AND SAVINGS

Section 1 If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

Section 2 The parties agree to meet promptly to discuss the impact of the affected text in Section 1 above and to create new text as may be needed. Such discussions shall not "open" the Agreement during its term.

ARTICLE 36 — TERM AND RENEWAL

Section 1 This Agreement shall be in full force and effect as of, December 12, 2022 and shall be in effect up to and including December 31, 2026. At least 60 days prior to the expiration of the agreement, either party may give notice for renegotiation of a new collective bargaining agreement. Should notice not be given at least 60 days prior to the expiration, the agreement will automatically renew for 1 year. Should notice to renegotiate the agreement be properly given, the agreement will remain in full force and effect until a new agreement is negotiated, or until either party gives 10 days written notice to terminate the agreement.

UNITE HERE LOCAL 24, AFL-CIO

EUREST DINING SERVICES
A DIVISION OF
COMPASS GROUP AMERICAS

Heidi G. Hughes
Signature

Misty Beazley
Signature

Heidi G. Hughes
Print Name

Misty Beazley
Print Name

3.23.2023
Date

5/11/23
Date

APPENDIX A

Article 23, Section 1 Wages

Minimum Classification Rates (per hour)

Increase new minimums:

Cook: \$17
Grill Cook \$16
General Cafeteria \$15.

Effective after ratification:

January 2024 (first full pay period)- \$.75/hour (all wages)
January 2025 (first full pay period)- \$.50/hour (all wages)
January 2026 (first full pay period)- - \$.50/hour (all wages)

New Minimum Rates (reflecting above wage increases)

Classification	Ratification	January, 2024	January, 2025	January, 2026
Cook	\$17	\$17.75	\$18.25	\$18.75
Grill Cook	\$16	\$16.75	\$17.25	\$17.75
General Cafeteria	\$15	\$15.75	\$16.25	\$16.75

Article 25, Section 1 Hours of Work

The Company shall create as many forty (40) paid hour per week positions in five (5) days as possible subject to operational requirements and the needs of the business. In the event that forty (40) paid hour positions are not possible due to operational requirements and the needs of the business then Company agrees to maximize hours within classifications by seniority, subject to the needs of the business and operational requirements up to a maximum of forty (40) paid hours. Employees must have the skills, ability and qualifications to perform the available work.

Article 30, Section 1 Holidays

All employees of the bargaining unit shall be entitled to the paid holidays each year, as enumerated below. If a named holiday falls on a Saturday it shall be celebrated on the Friday before the holiday or Sunday it shall be celebrated on the Monday after the holiday.

- New Year's Day
- Martin Luther King Jr. Day
- Memorial Day
- 4th of July
- Labor Day
- Thanksgiving Day, day after thanksgiving if client closed.
- Christmas Day
- All regular work days between Christmas Day and New Year's Day

Holiday pay shall be calculated as time “worked” for the purposes of overtime. Employees on personal leave, medical leave, or layoff longer than fifteen (15) days, before or after the holiday are not eligible for holiday pay.

Uniforms

- a. The Company will provide the uniforms (5 tops, 5 bottoms, and 3 aprons, and hat), necessary for the employees to use at work. The employee is responsible for maintaining such uniforms. Uniforms damaged or unusable through normal wear and tear shall be replaced by the Company at no cost to the employee. Any employee required to wear “all whites” shall have such uniforms provided and maintained by the Company.
- b. Uniforms are the property of the Employer. They must be worn at all times when at work. If the employee is laid off or terminates employment for any reason, they must return their uniforms before final paychecks will be issued.
- c. The Company shall provide its employees with sanitary toilets and dressing facilities.
- d. The Company agrees to reimburse employees, up to thirty dollars (\$90.00) annually for the purchase of slip-resistant shoes.

SIGNED ON BEHALF OF:
Eurest Dining Services
A Division of Compass Group Americas

Misty Brazley
5/19/23
Date

SIGNED ON BEHALF OF:
UNITE HERE Local 24, AFL-CIO

Audrey Hughes
3-23-2023
Date

APPENDIX B

VACATION: Full-time and Part-time Associates only. Excludes Temporary and Student workers.

ACCRUAL RATE:

Full Time and Part Time Associates only. Excludes Temporary and Student Workers						
Accrual rate:	Tenure	<2 years	2-7 Years	8-14 years	15-24 years	25+ years
Hourly Accrual		.01923	.03846	.05769	.07692	.09615
begins on date of hire and accrues for each hour an Associate works	Not to Exceed	40 hours	80 hours	120 hours	160 hours	200 hours

* Based on a fiscal year and years of service as of October 1.

Vacation Accrual: Length of service must have been completed in the previous fiscal year before the vacation allotment is increased to the next level.

Vacation Scheduling:

Associates may begin taking paid vacation after ninety (90) days of employment (91st day).

Vacation must be requested by the procedure as directed by your unit manager. Associate seniority will be taken into consideration when scheduling vacations and requests will be granted based on business needs.

Associates working in cash-handling positions must take vacation of at least three (3) consecutive working days at least one (1) time per year.

Vacation Pay:

Vacation pay is based on the average hours worked by an Associate and the Associate's straight time pay rate at the time vacation is paid.

Vacation pay for all Associates, regardless of regularly scheduled hours an Associate works, is capped at eight (8) hours per vacation day.

Vacation may not be taken in less than ½ day increments.

No Carry-Over and Reasonable Cap on Vacation Accrual:

Any accrued and unused vacation will not carry-over from year to year unless required by state or local law.

If carry-over is required by law (i.e. AK, CA, MT, NE, and CO), the maximum vacation that an Associate may accrue

at any time shall not exceed the accrual for a period of one (1) year and nine (9) months at the Associate's then current annual accrual rate. The accrual cap is equal to 1.75 times the annual accrual.

If an Associate's accrued and unused vacation balance reaches the maximum cap, the Associate will not accrue any additional vacation. If the Associate later uses enough vacation to fall below the maximum cap, the Associate will resume accruing vacation.

Vacation Advances:

Up to five (5) days of vacation may be advanced if you manager approves, but cannot exceed the total allotment for that fiscal year.

Requests for advances beyond five (5) days will be considered for unique situations only (i.e. an Associate's marriage, an Associate wishing to go home to a foreign country requiring extensive travel, or upon the birth of a child in the first six (6) months of a year) and will require approval of the Regional Vice President and Human Resources Director. The Company reserves the right and discretion to deny any such requests.

Separations:

An Associate who resigns or is discharged will not receive pay for any accrued, but unused vacation unless required by state and/or local law.

Associates will receive payment for accrued and unused vacation upon termination of employment in the following locations: AK, CA, CO, IL, LA, MA, MT, ND, NE, NM, RI, WY, and Puerto Rico.

Dave Pierfelice is grandfathered at the 5 week accrual rate (.09615.hour worked)