AGREEMENT

Between

Chartwells Dining Services
A Division of Compass Group Americas
Operating at Olivet College

and

UNITE HERE! Local 24, AFL-CIO

FROM:

December 19, 2025

December 18, 2029

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This AGREEMENT made and entered into, by and between Chartwells Dining Services, a division of Compass Group Americas, operating at Olivet College and UNITE HERE! Local 24 (hereinafter called the "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 Olivet College.

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, student workers 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 monthly. 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 Site 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 Union's Designated Representative and the Head of the Employer's Labor Relations department or designee.

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

Section 5 The Employer and the Union agree there shall be a Regional Joint Labor Management Committee consisting of no more than 4 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 Regional 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 Regional JLMC including the exercise of management's rights by the Employer not to conflict with the Agreement.

Section 6 The parties may jointly agree to have the Site and/or Regional 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 the Assistant Director. 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 Assistant Director 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 Department Director. 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 Department Director, the Shop Steward and the grievant in an effort to resolve the Grievance. Department Director 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 Resident District Manager or his/her designee within ten (10) calendar days after the written decision of the Resident District Manager was received. The appeal shall be in writing. The parties shall meet within ten (1O) calendar days in an effort to resolve the Grievance. The Resident 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 case shall be referred to non-binding mediation if the Union or Management requests such action. 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 American Arbitration Association Service ("AAA") 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 American Arbitration Association Service (“AAA”) 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 AAA 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 seven (7) 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 ten (10) 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 wilt 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 "cur 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. Employees that lose their issued cut glove will be charged a uniform deduction of $8.00 (eight dollars).

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.

If Site Seniority is recognized in a particular unit, it will be defined and described in the appropriate Side Letter for that Unit.

Section 2 Classification seniority shall govern for the purpose or granting overtime. Date of hire seniority shall govern for the purpose of layoffs and recall, vacation, preference of shift, and days off. Employees cannot change classifications at the campus-wide bid. Employees must sign a posting for a vacant position and be awarded that job. The employee shall have the specified shift and days off that vacant job. At the next campus-wide bid, that employee can use all his/her hire date seniority to choose days off and shift in that classification.

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. A continuous layoff equal to the employee's length of service when the layoff began or twelve (12) months, whichever is less;
5. Failure to return to work within five (5) days of notice sent to the last address on file by

registered mail;

6. Illness or injury absence equal to the employee's length of service when the leave began or one (1) year, whichever is less;
7. 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.

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.

Section 4. For units at educational institutions, it is understood that the Company may provide a summer food program and continued food service operations in all or some operating units.

The Company will post a notice seeking volunteers for summer work and ILT work and other periods when regular class schedule is not in session. Work schedules for all such periods will be filled by seniority first from among qualified volunteers within the entire bargaining unit. If sufficient volunteers are not available, qualified employees from within the Unit in inverse seniority order will be required to perform the work before qualified employees from the entire bargaining unit are required to work in inverse seniority order.

ARTICLE 12 - POSTING OF VACANCIES

Section 1 All vacancies shall be posted in writing for five (5) working days on internal bulletin boards in each 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.

5. An employee cannot bid on a new position for six months after they start a new position/current position. The Universal/Welcome back meeting fall shift bid is not subject to the six-month time bar restriction.

Section 4. If an employee transfers to be a Catering Attendant, the first thirty (30) days of employment in the new classification of Catering Attendant will be considered a training period. During this training period, the employee will maintain Company, Classification, and Site Seniority except with regards to schedule preference. The employee's Classification Seniority will be reinstated in full at the completion of the thirty (30) day training period.

Section 5. Applies to Academic year only, excluding summer and ILT: Work Schedules setting forth available days, shifts, and days off shall be bid once per year, prior to the fall semester. All shifts, campus-wide, shall be posted, bid-on, and awarded by classification seniority.

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 1-9 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. <u>Loss of Seniority</u> 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 regard 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 (I)(B) and listed on the back of the 1-9 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 1-9 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 1-9 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 contractor's 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:

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.

Section 3 Catering/Special Dining Events: For special dining events (including, but not limited to, events at the President’s House and Board events), Compass non-bargaining unit Chefs may prepare food for the event. The use of these Chefs will not hinder or replace the scheduling of bargaining unit employees for such events. Under no circumstances should temporary workers or student workers be scheduled in place of available bargaining unit employees.

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 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 Except as prohibited by law, in order to simplify the Employer's and the Union's administration of this section, the Employer shall upon the hiring of new employees give each employee an application for union membership and a dues check-off authorization form. The Employer shall remit the completed forms to the union monthly. 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 by the Employer in reliance upon said dues deduction authorization cards 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

Section 8 **Employer Neutrality on Union Membership**. The Employer agrees to remain neutral with respect to any of its employees' or prospective employees' decisions regarding membership in or support for the Union. The Employer, its supervisors, managers and other agents will not take any action or make any statement that directly or indirectly states or implies any opposition to Union membership or to the selection or maintenance of the Union as the employees' collective bargaining representative, and will not encourage or assist employees either directly or through third parties to terminate Union membership, revoke dues checkoff authorization, or invoke any right to reduce financial support to the Union. The Employer will inform any employee who inquires about Union membership or support that the employee should contact the Union.

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. The union agrees that it will notify the Resident General Manager twenty four hours (24) in advance of any visit through email or via a shop steward/union representative.

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 or subcontract the operation of a business unit to an off-premise subcontractor so long as it is not significantly beyond current practice 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 the applicable side letter. Employees who have been assigned by management to train other employees shall be paid an additional one dollar ($1.00) per hour. Training forms will be initiated by management and completed by the designated trainer. Once training has been completed, the trainer must return the form to management promptly.

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. Employees required to attend a mandatory meeting on their scheduled day off, they shall receive a minimum of four (4) hours pay or the length of the meeting, whichever is greater.

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.

Section 7 - Payroll Errors All Company payroll errors shall be corrected in three (3) business days.

ARTICLE 24 - INSURANCE

Section 1. Fund Unit Plan:

(A) The Employer agrees to contribute for each employee covered by this agreement who elects contributions to UNITE HERE HEALTH ("Fund·) for the purpose of providing health and welfare benefits under UNITE HERE HEALTH Fund Plan Unit 185 C-Plan·), or such new, merged or consolidated plans 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 (151'1) day of the month preceding the month for which contributions are to be made. The Employer agrees and acknowledges that if it fails to supply the electronic payments and reports in the format required by the Fund (which may be in Excel format until such time as the Employer's online account is established), the Fund will have no obligation to process the report or payment until it is submitted electronically and such report will be considered late and subject to interest, liquidated damages and late fees under the Fund's collection procedures. Additionally, the Union and the 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 MOA that is inconsistent with the Trust Agreement, or the Plan of Benefits, rules, or procedures established by the Trustees, shall be null and void.

(B) Start Up List: No less than 90 days before the effective date of this Article, the Employer shall provide the Fund with the following information in the electronic manner required by the Fund. The Union and the Employer acknowledge that if this information is not provided in an electronic format at least 90 days before the effective date of this Article, benefits to otherwise eligible employees may be delayed beyond the effective date.

- Social Security Number
- First Name
- Last Name
- Birth Date
- Address
- City
- State
- Zip
- Phone Number
- Email Address, if known
- Hire Date
- Current Coverage

(C) Change in Employee Status: In addition to providing the monthly report and payment set forth in Paragraph A of this Section, the Employer must report to the Fund, no later than the last business day of the month of the change, any changes in the status of an employee that affects that employee's coverage (new hires, newly eligible, terminations, layoffs, FMLA leave, disability). If the Employer fails to timely report such change, the Employer must pay the entire contribution for that employee, including any co-premium normally paid by the employee, for the subsequent month and each additional month until the status change is reported to the Fund.

(D) Employee Co-Premium Reporting: This MOA requires some or all eligible employees to pay a portion of the monthly premium through payroll deduction. **As a** result, the Employer agrees to specify the total amount of contributions being submitted by the employee, the total amount of contributions submitted from the Employer and the total contribution amount on the monthly electronic report required by the Fund.

Section 2. General Provisions:
The Employer shall contribute to the Fund for all eligible employees who elect coverage under the Plan. An eligible employee is defined as an employee who regularly works 30 or more hours per week and who enrolls in the Plan and agrees to remit the required applicable co-premium.

The Employer will begin making contributions to the Fund for all eligible employees who elect contributions upon the earlier of: (a) the first of the month following two (2) months of employment or (b) completion of one thousand (1000) hours of service. The Employer shall promptly report all new hires to the Fund as required in accordance with Section 1 (C) of this Article.

Section 3. Monthly Employer Contributions:

(A) Medical

The Employer shall contribute the sums stated below for each employee

Gold PPO Plan - Monthly Rates

New Rates as 2026

Effective Date	Single	Single + Spouse	Single + Children	Family
1/1/26	**$747.42**	**$1,594.06**	**$1,46.74**	**$2,213.99**
1/1/27	**$803.48**	**$1,713.62**	**$1,340.25**	**$2,380.04**
1/1/28	**TBD**	**TBD**	**TBD**	**TBD**
1/1/29	**TBD**	**TBD**	**TBD**	**TBD**

Dental and Vision

(B) Dental

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

Dental PPO - Monthly Rates

Effective Date	Single	Single + Spouse	Single + Children	Family
1/1/26	$32.78	$80.90	$78.11	$112.39
1/1/27	**$35.18**	**$86.80**	**$83.81**	**$120.60**
1/1/28	**TBD**	**TBD**	**TBD**	**TBD**
1/1/29	**TBD**	**TBD**	**TBD**	**TBD**

(C) Vision

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

Vision Plus - Monthly Rates

Effective Date	Single	Single + Spouse	Single + Children	Family
1/1/26	$6.97	$12.65	$13.27	$20.48

1/1/27	$6.97	$12.65	$13.27	$20.48
1/1/28	**TBD**	**TBD**	**TBD**	**TBD**
1/1/29	**TBD**	**TBD**	**TBD**	**TBD**

Section 5. Employee Insurance Co-Premiums:

The Employer will deduct the amounts as indicated in the applicable side letter of said Medical and Dental/Vision coverage contributions from employees' paychecks on a monthly basis. The Employer will submit the entire contribution to the Fund on a monthly basis on behalf of all eligible employees.

Employees at non-educational institutions shall have deductions made during the twenty-six (26) pay periods of the calendar year. For employees who work at educational institutions covered by this agreement, deductions shall only be made during the eighteen {18} pay periods of the normal school year.

Section 6. 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 their new Plan.

Eligible employees who wish to enroll in the Plan 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 in the Plan 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 in the Plan 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 in the Plan.

Once benefit selections are made, they remain in effect for the rest of the plan year. However, employees may change their choice during the year if they have family or employment status change and notify the Employer in writing within thirty (30) days of the change. The provisions of these special enrollment rights are governed solely by the rules of the Fund's Plan.

Section 7 - Upon termination of employment, all insurance coverage shall cease immediately with the following exceptions:

1. For employees taking leaves of absence described in Article 10, the Employer will continue insurance coverage until 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. Life insurance will continue

for the full period of the leave.

2. For employees on union leave, see Article 10, Section 4. Life insurance will continue for the full period of the leave.

3. If an employee is granted an unpaid leave of absence in accordance with the FMLA, coverage shall continue for up to six (6) months as an accommodation under the Americans with Disabilities Act, provided all regularly required premium contributions are received. Life insurance will continue for the full period of the leave.

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

Section 8 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 ninety (90) days of the signing of this 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 ninety (90) days of open enrollment, or at a later time by mutual agreement with the Union:

c) Such meeting shall be no less than thirty (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 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.

Section 9 Life and AD&D

Effective January 1, 2016, the Employer will provide Life and AD&D benefits through the Fund to all eligible employees, including for those who decline Medical coverage.

Effective Date	Rate
1/1/26	$1.90 per month
1/1/27	$1.90 per month

Section 10 Short-Term Disability

The Employer will provide Short-Term Disability insurance coverage through the Fund for all full-time employees.

For each unit, the Employer shall contribute the sums below for all full-time employee:

Short-Term Disability $300 Plan

Date	Rate
1/1/26	$14.74 per month
1/1/27	$14.74 per month

ARTICLE 25 - 401K

The Employer will continue to provide the current 401k plan to all eligible bargaining unit employees. The employer shall post 401(k) enrollment information and send mailing correspondence to employees' home.

ARTICLE 26 - HOURS OF WORK

Section 1. The normal work week for each unit is defined in the unit's corresponding side letter.

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 fifteen (15) minute paid break. Employees working seven and one half (7.5) hours or more will be entitled to one additional fifteen (15) minute paid break (a total of thirty (30) minutes) and employees working ten (10) hours or more will be entitled to one additional fifteen (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.. All associates may drink coffee and any fountain beverage (but not bottled beverages) during their entire shift, but not at their work stations.

ARTICLE 27 - OVERTIME AND PREMIUM PAY

Section 1 Employees performing work in excess of forty (40) hours per week shall be compensated at the rate of time and one-half their regular pay. The Employer will pay the employee an overtime premium of one and one-halftime (1-1/2x) the employee's regular hourly rate for all hours worked in excess of eight (8) hours in any one day.

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 28 - JURY DUTY

Any employee who is called to and reports for jury duty shall be paid by the employer for each day spent in performing jury duty, if the employee otherwise would have been scheduled to work for the Employer and does not work, such an employee will be paid the difference between:

(A) The employee's regular straight-time hourly rate for the number of hours up to eight (8) that he/she otherwise would have been scheduled to work, and

(B) The daily jury duty fee paid by the court, not including travel allowance or reimbursement of expenses. If the employee is dismissed from jury duty, he/she shall report for work during the balance of his/her regular work shift.

(C) In order to receive payment under this Section, an employee must give the Employer one (1) week advance notice, or must notify the Employer immediately upon receipt of notice from the court that he/she has been summoned for jury duty, and must furnish satisfactory evidence that jury duty has been performed on the days for which payment is claimed.

ARTICLE 29 - 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.

Section 5 Any employee required to attend a scheduled meeting/training will be guaranteed three (3) hours of pay or if meeting should last beyond three (3) hours, the employer will pay for all hours in attendance.

ARTICLE 30 - 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 days to count for full days during "slow day" reduced staff situations. If an employee requests to use a vacation 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 31 - HOLIDAYS

Section 1 All Full-time employees of the bargaining unit shall be entitled to the paid holidays each year, as enumerated in the applicable side letter. 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 To be eligible for holiday pay, employees must work their full scheduled shift on the holiday, the full scheduled shift on the workday immediately preceding the holiday, and the full scheduled shift on the workday immediately following the holiday, unless absent for an approved reason. Approved exceptions include jury duty, bereavement leave, or situations in which management adjusts the employee's schedule (for example, sending an employee home early). Employees who call in ESTA Sick on either the day before or the day after the holiday may be required to provide acceptable proof of illness in order to receive holiday pay. If an employee's shift is interrupted or shortened by management and the employee is unable to complete their full scheduled shift, this interruption will not disqualify the employee from receiving holiday pay.

Section 5 Part-time employees shall be paid for their birthday and one (1) floating holiday.

ARTICLE 32 - BEREAVEMENT LEAVE

Employees shall be permitted time off with pay for up to three (3) consecutive work days for the purpose of attending the funeral upon the death of a member of the immediate family, to include: any legal dependent in the house, spouse, siblings, parents or step-parents, in lieu of the custodial parents, grandparents grandchildren, mother-in-law, father-in-law, children or step-children and step-grandchildren. The Employer will pay up to one (1) day for the purpose of attending the funeral for brother-in-law and sister-in-law.

ARTICLE 33 - 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 34 - 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 35 - TRANSLATION/COPYING OF THE CONTRACT

The Union and the Employer will each pay half of the cost to have this Agreement translated into languages agreed upon by the parties. Such translation will be completed no more than sixty (60) days following the execution of the Agreement. The Employer will pay to have this Agreement printed, copied and distributed to all employees.

ARTICLE 36 - 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 37 - 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 38 - TERM AND RENEWAL

This Agreement shall be in full force and effect as of, December 19, 2025, shall be in effect up to and including December 18, 2029 At least 90 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 90 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 20 days' written notice to terminate the agreement.

UNITE HERE! Local 24, AFL•CIO	Chartwells Dining Services A Division Of Compass Group Americas
Heidi J. Hughes	Tyson Dubay
its Director	its District Manager
its	its
its	its

Local Unit Appendix - Olivet College

APPENDIX A

Memorandum of Agreement between Chartwells Dining Services, a Division of Compass Group Americas (Employer), and UNITE HERE Local 24 (Union) Regarding Olivet College.

This Addendum Is to amend the Agreement between Chartwells Dining Services, a division of Compass Group Americas, and UNITEHERE Local 24. The Agreement between the parties effective December 19, 2025, to December 18, 2029, is herein modified as follows:

Article 23 Section 1 Wages

Minimum Classification Rates

Classification	**Minimum Rate as of December 2025**	**Minimum Rate as of Dec-26**	**Minimum Rate as of Dec-27**	**Minimum Rate as of Dec-28**
Cook I	$17.65	$17.98	$18.21	$18.44
Cook II	$16.15	$16.48	$16.71	$16.94
Baker	$17.15	$17.48	$17.71	$17.94
Utility/Dishwasher	$14.65	$14.98	$15.21	$15.44
Retail Lead	$17.15	$17.48	$17.71	$17.94
Catering Captain	19.15	$19.48	$19.71	$19.94
Food Service Workers	**Minimum Rate as of Dec-25**	**Minimum Rate as of Dec-26**	**Minimum Rate as of Dec-27**	**Minimum Rate as of Dec-28**
Line Server	$14.65	$14.98	$15.21	$15.44
Cashier	$14.65	$14.98	$15.21	$15.44
Catering Attendant/Wait Staff	$14.65	$14.98	$15.21	$15.44
Cold Food Prep	$15.15	$15.48	$15.71	$15.94
Barista	$15.15	$15.48	$15.71	$15.94

General Wage Increases (Non-Probationary Employees):

$.70 at ratification and $.20 in June of 2026 **only**.

December 19, 2026 $0.45

December 19, 2027 $0.45

December 19, 2028 $0.45

Minimum wage rates shall increase in accordance with the general wage increases each year of the collective bargaining agreement. All non-probationary Employees shall receive an increase in the minimum or the general wage increase, whichever is greater, but not both.

Hourly increases:
After contract ratification, all eligible employees will receive retroactive pay back to December 18, 2025.
Section 2 Trained catering attendants may still work catering events even if more senior food service workers are on temporary layoff.

Section 3 Any FSW/Utility performing the duties of a Cook II shall receive Cook II wage rate for all hours worked in that classification.
Article 24. Section 5 Insurance. Employee Insurance Co-Premium

For the cost of the Medical, Dental, and Vision Insurance Plans available in the CBA, and any applicable memorandums of agreement or side letters, the Employer shall pay the following amounts of those eligible employees who enroll:

Single Coverage	Employee+ Children	Employee+ Spouse	Family
95%	Employer will make contribution equal to the contribution made for enrollment in Single Coverage	Employer will make contribution equal to the contribution made for enrollment in Single Coverage	Employer will make contribution equal to the contribution made for enrollment In Single Coverage

Article 26. Section 1 Hours of Work

The Company shall create as many thirty-nine (39) hour per week paid positions In five (5) days as possible subject to operational requirements and the needs of the business. In the event that thirty-nine (39) hour paid 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. Employees must have the skills, ability and qualifications to perform the available work.

Article 31. Section 1 Holidays

All Full-time 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
Good Friday
Easter Sunday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
The Employee's Birthday
One (1) Floating Holiday

Part-time employees shall receive their birthday as a holiday and one floating holiday.

Section 1 Uniforms

Employees shall be furnished with three (3) shirts, three (3) pair of pants and one (1) hat. These shall be replaced by the company on an as needed basis for normal wear and tear. The employees will launder these uniforms. Employees are required to wear and provide their own slip resistant shoes. Employees are required to wear their uniform every shift.
The Company will provide $65 for slip-resistant shoes each academic year. The slip resistant shoes must be purchased from the company approved vendor, currently 'Shoes for Crews.'

Section 2 – Summer Scheduling

Prior to the start of the summer quarter, employees shall be able to sign up for positions within their classification. The Employer shall assign the work by seniority within the classification. If there are Insufficient volunteers, the Employer shall assign the work by inverse seniority within the classification. Employees must be qualified to perform the work with minimal training.

Section 3 – Clean-Up Crews

All employees may sign up for the cleaning crew (which may occur during school shutdown) at their assigned Campus. The Employer shall assign work by seniority. If there are not enough volunteers, the Employer shall assign by inverse seniority by the required classification. Employees shall be paid their regular wage rate for all hours worked.

Section 4 – Student Workers

1. Students Workers are those employees of Chartwells who are enrolled at IUPUI prior to beginning their employment with Compass Group at IUPUI.
2. During summer work period student workers shall be scheduled after all full time and part time workers have been scheduled.
3. Student workers shall not be used in place of full time or part time non-student workers. Student workers are to be used to supplement the existing workforce, at no time shall Student Workers diminish the full time and part time work force, nor to displace any full or part time employees.
4. Student Workers who graduate, or otherwise sever their educational relationship with the school, shall no longer be classified as Student Workers (if the Employer has knowledge of this status change), and shall

be governed by the provisions of this Agreement if they and the Employer choose to continue their employment by Chartwells.

Section 7 - ESTA Sick Leave and Replacement of ESTA Sick Employees

All employees shall receive and use Michigan Earned Sick Time Act (ESTA) leave in accordance with the requirements of the statute. Employees will be given ESTA leave upon hire; however, employees may not use ESTA leave until they have completed one hundred and twenty (120) days of employment, consistent with the Act.

If the Act for ESTA is modified, either party may request to reopen this Article for the limited purpose of negotiating changes necessary to comply with the amended law. Any request to reopen must be submitted in writing within thirty (30) days of the effective date of the statutory modification.

Employees shall receive ESTA leave as required by the Act, up to a maximum of seventy-two (72) hours per year and front loaded at the start of each academic school year to be calculated by average hours worked annually. Vacation time can be used for ESTA Sick as applicable per the law once ESTA sick time is exhausted. ESTA Sick time cannot be used for Vacation time off. Unused ESTA leave shall pay out at the end of each school year. Unused ESTA Sick time is not paid out upon separation.

Appendix A – Section 7 Detailed: Sick Time (ESTA)

1. Accrual & Eligibility

- All employees earn paid sick time under Michigan ESTA and as agreed per negotiations.
- Sick time is front-loaded each school year up to 72 hours per year maximum.

2. Waiting Period

- Sick time may be used after 120 days of employment, consistent with ESTA.

3. Annual Payout

- Unused sick time is paid out at the end of each school year as a contractual benefit.
- No sick time is paid out upon separation.

4. PTO Integration

- Vacation or other paid time off may be applied toward sick leave if it meets ESTA requirements.

5. Statutory Changes

- If ESTA is amended, either party may request to reopen this Article to comply. Requests must be submitted within 30 days of the effective date.

Section 8. - Vacation

Section 1. - Vacation Schedule Each full-time employee with one (1) or more years of service shall be entitled to paid vacation after his or her anniversary date In accordance with the following schedule:

After one (1) year	one (1) week

After two (2) years	two (2) weeks
After five (5) years	three (3) weeks
After twenty (20) years	four (4) weeks

Section 2. Vacation pay for full-time employees shall be based upon the number of hours an employee is regularly scheduled to work each week.

Section 3. The choice of vacation time shall generally be determined by the earliest request date. Employees are encouraged to submit vacation requests as early as possible. To ensure timely consideration, vacation requests should be submitted at least two (2) weeks prior to the posting of the applicable schedule. Requests submitted after this timeframe may be denied as untimely. In the event two or more employees request the same vacation period, the request of the senior employee shall be granted, provided operational needs allow. Vacation requests will be approved or denied based on operational needs at the time of the request, and approval shall not be unreasonably withheld. Approval or denial of vacation time will be given to the employee in writing within one week of receiving. Employees may not schedule vacation during the first 30 days of each semester, except in cases of documented hardship or with prior management approval.

Section 4. Any employee permanently laid off because of lack of work shall be paid their accrued vacation benefits on a pro-rated basis.

Section 5. Vacation pay shall be paid in one (1) check regardless of the number of weeks of vacation the employee has chosen to take at that time and shall be given to the employee in advance of the vacation period. However, the vacation pay shall be taxed as though earned over the number of pay periods Included in the vacation. Eligible employees may elect to take their vacation pay on their yearly anniversary date or defer such payment until the time they actually take their vacation. The employee shall make their vacation pay selection known in writing to the Employer at least six (6) weeks prior to their anniversary date; otherwise, the vacation shall be paid in cycle.

Section 9 – Lockers and Parking

1. The Employer shall provide lockers for the safe keeping of employees' clothing and work tools in a clean and safe place to which the public shall not have access.
2. Parking passes for the student union parking lot will be provided for all employees as they are available from the College.

Signed on behalf of:

UNITE HERE! Local 24, AFL-CIO

Heidi J. Hughes

its Director

its

Signed on behalf of:

Chartwells Dining Services
A Division Of
Compass Group Americas

Tyson Dubay

its

District Manager

its