

AGREEMENT

BETWEEN
EUREST DINING SERVICES
@



AND



UNITE HERE LOCAL 24 AFL-CIO

October 1, 2017 - September 30, 2020

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AGREEMENT

THIS AGREEMENT executed on the date set forth below, by and between the **UNITEHERE! UNION, LOCAL 24 AFL-CIO** hereinafter referred to as the "Union" and **EUREST DINING SERVICES**, for the food service operations located at 600 East Lafayette Street, Detroit, Michigan, hereinafter referred to as the "Employer".

It is the intent and purpose of the parties hereto that this Agreement shall promote and improve the industrial and economic relationship between the Employer and the Union, to set forth herein rates of pay hours of work and working conditions of employment to be observed between the parties hereto.

ARTICLE 1 RECOGNITION - UNION MEMBERSHIP

Section 1. The Employer recognizes the Union as the exclusive agency for collective bargaining for all its cafeteria employees employed by the Employer at 600 East Lafayette Street, Detroit, Michigan, excluding all office clerical employees, event staff (housemen), guards, working chef managers and supervisors as defined by the Act

Section 2. The Employer agrees that as a condition of employment all employees who are presently members of the Union shall retain their membership in said Union and all present employees who are not members and all new employees shall become and remain members of said Union on the 31st day following the beginning of his or her employment or the date of signing of this Agreement, whichever is later.

Section 3. The Employer agrees upon the request of the Union to discharge any employee who fails to tender his or her initiation or reinstatement fees and periodic dues in accordance with the above.

ARTICLE 2 -DEFINITIONS

Section 1. Full Time Employees: A full time employee is one who has completed the probationary period and who is regularly scheduled to work at least thirty (30) hours per week.

Section 2. Part-time Employees: A part-time employee is one who has completed the probationary period and who works less than thirty (30) hours per week on a regular basis.

Section 3. Casual Employees: A casual employee is one who does not work on a regular basis but is called in to work to replace absent employees. When the Employer has need for a Casual employee, management will notify the Union and give it opportunity to refer employees who are qualified to perform the needed work.

ARTICLE 3 - HIRING

The Employer agrees to give the Union an equal opportunity to refer qualified people for employment.

- A. The Employer shall honor and effectuate the payroll deduction authorization card attached to this Collective Bargaining Agreement, and incorporated herein by reference, for each employee who signs said card, for such period as each authorization is in effect. The Employer shall deduct for each payroll or at such other intervals/times otherwise designated by the Union the amount authorized by the employee and promptly transmits such amount to the Union. The parties acknowledge that the cost of establishing and administering payroll deductions has been taken into account by the parties in their negotiations of the overall economic terms of this collective bargaining agreement.
- B. In the event there is a change in the Law so that obtaining or continuing employment may be conditioned on the payment of Union dues or service fees, the Employer and the Union agree that the following language shall govern. The Employer agrees upon the request of the Union to discharge any employee who fails to tender his or her initiation or reinstatement fees and periodic dues in accordance with the above.

ARTICLE 4 - HOURS OF WORK, WAGES AND SPECIFIC WORKING CONDITIONS

Section 1. Hours. Overtime shall be paid at the rate of time and one-half (1-1/2) the employee's straight time hourly rate for all work performed in excess of eight (8) hours in any one day, over forty (40) hours in a week and for the sixth (6th) day of work in a work week if the employee has already worked more than forty (40) hours in that week. Double (2X) the employee's regular straight time hourly rate shall be paid for all work performed on the seventh (7th) day of an employee's work week if the employee has already worked more than forty-eight hours in that week. There shall be no pyramiding of premiums and when more than one premium might be due, only the highest shall be paid. Any employee regularly reporting for work on any regularly scheduled working day shall be guaranteed a minimum of four (4) hours' work or pay for that day.

Section 2. Whenever possible, employees shall be scheduled five (5) seven and one half (7 ½) hour days per week and seniority employees shall have the right to receive such full time work before part-time or casual workers are used. Part-time work, when it is necessary, shall also be offered to employees on a seniority basis, and when openings occur and additional hours become available, part-time workers shall apply within each classification and employees must be qualified to perform the work in question.

Section 3. Wages for all regular employees shall be paid bi-weekly.

Section 4. The wage scales herein noted shall be exclusive of meals, laundry, linens, and repair on all working equipment.

Section 5. An employee assigned on a regularly scheduled basis into a higher paying classification for more than thirty (30) minutes shall be paid for time worked in that classification.

Section 6. Employees shall be allowed one (1) fifteen (15) minute rest period during the first four (4) hour period of work and one (1) fifteen (15) minute rest period after six (6) hours worked. Such rest

periods shall be scheduled subject to production, service and operating conditions. Employees must punch in and out for all breaks including lunch.

Section 7. If new classifications are established, coming within the jurisdiction of the Union party to this Agreement, negotiations will be entered into for the schedule of wages.

Section 8. No regular employee shall at any time be deprived of any advantage or privilege heretofore enjoyed, nor be deprived from receiving a wage higher than the Union scale in consideration of superior knowledge and ability.

There shall in no event and at no time be a reduction in wages or deprivation of benefits to any employees covered by this Agreement except by mutual written agreement between the Employer and the Union. Nor shall any settlement or compromise of any claims for back wages, overtime, or other benefits, provided by this Agreement be binding upon any employee or former employee unless such settlement or compromise shall have been approved by the duly authorized representatives of the Union. This Agreement embodies the entirety of the Agreement and no agent or member of the Union is authorized to waive or modify any provision thereof.

No provision of this Agreement shall be used to deprive any employee presently employed for fringe benefits or working conditions which the employee has been granted or is receiving in excess of those set forth in this Agreement. There shall be no reduction of wages to any employee as long as the employee remains in their present job classification.

Section 9. An employee who is unable to report to work must notify management as soon as possible but not later than one (1) hour prior to their scheduled starting time if that scheduled starting time is prior to 7:30 a.m. An employee whose starting time is 7:30 a.m. or later and unable to report for work shall notify management as soon as possible but no later than two (2) hours prior to their scheduled starting time. In the event of an anticipated absence of more than one day's duration, the employee and management shall mutually agree to a procedure for appropriate periodic notification. The Employer will post telephone numbers at which management can be reached. Employees who have been absent from work due to sick leave, personal time off, or unpaid absence must notify management no later than 2:00 p.m. of the day prior to their return or they must wait one (1) day before returning to work.

Section 10. It is understood and agreed that the Employer has the right to make and enforce reasonable work rules which are not in violation or conflict with this Agreement.

Section 11. Catering work may be offered to existing bargaining unit members before outside help is called.

Section 12. When bargaining unit promotional opportunities or bargaining unit job openings become available, they will be offered to existing bargaining unit members before external candidates are considered. Job postings will remain posted for five (5) working days in prior to external posting.

ARTICLE 5 - UNITE HERE TIP CAMPAIGN COMMITTEE

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 the 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 provisions of the Agreement. The Company shall send these transmittals and this list to: Treasurer, UNITE HERE TIP Campaign Committee, 275 Seventh Avenue, New York, NY 10001.

ARTICLE 6 - CHECK OFF

Section 1. Union dues, application fees and reinstatement fees shall be paid by employees through a check-off. However, no such sums shall be deducted by the Employer from any employee's wage unless and until the employee has voluntarily signed a waiver card authorizing the deduction of same, such assignment being irrevocable for a period longer than one (1) year of the termination of this Agreement, whichever first occurs. The money so authorized shall be deducted in equal installments from each check of the employees and shall then be remitted monthly to the Local Union. The Union agrees to indemnify and hold the Employer harmless from loss resulting from honoring the assignment.

ARTICLE 7 - HEALTH AND WELFARE PROGRAM

Section 1. Employer Plans

The Employer's medical, dental, vision and life insurance plans will not be offered after February 28, 2018.

Section 2. UNITE HERE HEALTH Food Service Plan Units

A. Trust Language

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

B. General Provisions

An eligible employee is one who has regularly worked or has been paid for 30 hours or more per week.

The Employer will begin making contributions for eligible employees upon the earlier of (a) the first of the month following 2 months of employment, or (b) the completion of no more than 1,020 hours of service.

Plan content may change, but it shall be same as offered to all Compass Group employees in the region. The Employer may not make significant changes in content without first negotiating with the union.

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 Unit.

Section 3. Food Service Plan Unit I (October 1, 2017 to February 28, 2018)

A. Trust Language

Effective October 1, 2017, the Employer agrees to contribute for each employee covered by this agreement to the Fund for the purpose of providing health and welfare benefits under the Fund's Food Service Plan Unit I ("FSP I"), or such new, merged or consolidated plans as may be adopted by the Trustees. Said contributions shall be submitted monthly, together with a report of the employee data required by the Fund, on the format prescribed by the Fund, no later than the fifteenth (15th) day of the month following the month for which contributions are to be made.

B. Monthly Contributions

For the period from October 1, 2017 to February 28, 2018, the Employer shall contribute the sums stated below for each eligible employee.

Medical B/Basic Vision/Life and AD&D – Monthly Rates:

<u>Effective Date</u>	<u>Single</u>	<u>Single + One</u>	<u>Family</u>
10/1/17	\$770.60	\$1,540.05	\$2,171.82
1/1/18	\$790.63	\$1,580.09	\$2,228.28

Dental A – Monthly Rates:

<u>Effective Date</u>	<u>Single</u>	<u>Single + One</u>	<u>Family</u>
10/1/17	\$38.99	\$77.99	\$158.86
1/1/18	\$38.99	\$77.99	\$158.86

C. Employee Co-Premiums

Medical B/Basic Vision/Life and AD&D – Bi-Weekly Co-Premiums:

<u>Effective Date</u>	<u>Single</u>	<u>Single + One</u>	<u>Family</u>
10/1/17	\$47.37	\$402.50	\$694.09
1/1/18	\$47.37	\$411.73	\$710.90

Dental A – Bi-Weekly Co-Premiums:

<u>Effective Date</u>	<u>Single</u>	<u>Single + One</u>	<u>Family</u>
10/1/17	\$0.00	\$18.00	\$55.32
1/1/18	\$0.00	\$18.00	\$55.32

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

Section 4. Food Service Plan Unit II (Effective March 1, 2018)

A. Trust Language

Effective March 1, 2018, the Employer agrees to contribute for each employee covered by this Agreement to the Fund for the purpose of providing health and welfare benefits under the Fund's Food Service Plan Unit II ("FSP II"), or such new, merged or consolidated plan units as may be adopted by the Trustees. Said contributions shall be submitted electronically together with an electronic report of the employee data required by the Fund in the format prescribed by the Fund, no later than the fifteenth (15th) day of the month preceding the month of coverage.

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

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

B. Monthly Contributions

Medical

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

Gold Plus PPO - Monthly Rates:

<u>Effective Date</u>	<u>Single</u>	Single + <u>Spouse</u>	Single + <u>Child(ren)</u>	<u>Family</u>
3/1/18	\$674.88	\$1,439.34	\$1,125.74	\$1,999.10
1/1/19	\$674.88	\$1,439.34	\$1,125.74	\$1,999.10
1/1/20	TBD	TBD	TBD	TBD

Silver Plus PPO - Monthly Rates:

<u>Effective Date</u>	<u>Single</u>	Single + <u>Spouse</u>	Single + <u>Child(ren)</u>	<u>Family</u>
3/1/18	\$545.17	\$1,162.70	\$909.36	\$1,614.87
1/1/19	\$545.17	\$1,162.70	\$909.36	\$1,614.87
1/1/20	TBD	TBD	TBD	TBD

Dental

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

Dental PPO - Monthly Rates:

<u>Effective Date</u>	<u>Single</u>	Single + <u>Spouse</u>	Single + <u>Child(ren)</u>	<u>Family</u>
3/1/18	\$32.30	\$79.70	\$76.96	\$110.73
1/1/19	\$32.30	\$79.70	\$76.96	\$110.73
1/1/20	TBD	TBD	TBD	TBD

Vision

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

Vision Plus – Monthly Rates:

<u>Effective Date</u>	<u>Single</u>	<u>Single + Spouse</u>	<u>Single + Child(ren)</u>	<u>Family</u>
3/1/18	\$6.86	\$12.46	\$13.07	\$20.18
1/1/19	\$6.86	\$12.46	\$13.07	\$20.18
1/1/20	TBD	TBD	TBD	TBD

Life and AD&D

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

Life and AD&D (\$10,000/\$10,000) - Monthly Rates:

<u>Effective Date</u>	<u>Single</u>
3/1/18	\$1.90
1/1/19	\$1.90
1/1/20	TBD

Short Term Disability

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

Short Term Disability (\$300) - Monthly Rates:

<u>Effective Date</u>	<u>Single</u>
3/1/18	\$19.65
1/1/19	\$19.65
1/1/20	TBD

Effective January 1, 2020 through the expiration of this Agreement, the Employer agrees to contribute the contribution rates necessary for all of the above-mentioned benefits, as determined by the Fund, to sustain benefits. The parties agree and understand that, if the appropriate contribution rates are not paid, the Trustees of the Fund may eliminate benefits to otherwise eligible participants and terminate the employer's participation pursuant to the Fund's Minimum Standards.

C. Employee Co-premiums

Medical

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

<u>Effective Date</u>	<u>Single</u>	<u>Single + Spouse</u>	<u>Single + Child(ren)</u>	<u>Family</u>
3/1/18	\$60.00	\$250.00	\$150.00	\$450.00
1/1/19	\$60.00	\$250.00	\$150.00	\$450.00
1/1/20	\$60.00	\$250.00	\$150.00	\$450.00

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

<u>Effective Date</u>	<u>Single</u>	<u>Single + Spouse</u>	<u>Single + Child(ren)</u>	<u>Family</u>
3/1/18	\$50.00	\$250.00	\$150.00	\$450.00
1/1/19	\$50.00	\$250.00	\$150.00	\$450.00
1/1/20	\$50.00	\$250.00	\$150.00	\$450.00

Dental

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

Vision

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

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

Section 5. Layoff, Leave, Resign and Discharge.

- (A) If an eligible employee is on approved leave of absence for reasons of bona fide illness or proven temporary disability in accordance with the terms and provisions of this Agreement, the Employer will continue the monthly premiums and Fund contributions for the first three (3) months of said approved leave.

- (B) An eligible employee who quits or is discharged shall not be entitled to any additional monthly contributions to the Fund.

Section 6. Contributions. Contributions as provided in this Article are payable for any period while an employee is on a paid vacation or a paid holiday. For purposes of uniformity, an employee shall have contributions made on his or her behalf for a day worked if the employee reports for work on a scheduled work day.

Section 7. Records. In order to properly pay benefits and keep a record of employee's rights to benefits, and to comply with Federal Law, the Employer and the Union agree to make available for inspection and audit by the Fund such records of bargaining unit employees as the Fund may require, including, but not limited to, names of employees and dependents, ages, dates of hire, classification, sex, social security number, wages and hours, days or weeks of employment.

Section 8. Term Life insurance. The Employer agrees to provide Term Life Insurance in the face amount of Five Thousand Dollars (\$5,000.00) for each steady employee who has completed their probationary period.

ARTICLE 8 - PENSION

Employees may participate in the Employee Savings plan (401K) according to the terms of the plan.

ARTICLE 9 - MEALS

Meal Plan Options: Associates will have the following two Meal Plan Options:

Option 1: All associates will have the option of signing up for a payroll deduction in exchange for which associates will receive a daily meal allotment. For hourly associates, the deduction will be based on a pre-set number of cents per regular hour worked (\$.19 per hour effective 1/1/12 for Eurest associates). Associates who choose Option One will be issued a meal card, which card must be shown to the cashier when the Associates redeems his or her daily meal allotment. If the payroll deduction causes the Associate's hourly rate to fall below the applicable minimum hourly wage, then payroll deduction will not be allowed unless the Associate is given an hourly increase equal to the per hour deduction.

Option 2: Associates who select Option Two will pay a set but reduced price at the register for the sector-defined meal allotment. The current rate for Option Two is \$3.00 per meal for Eurest associates.

Outside Meals: Meals cannot be ordered from an outside commercial restaurant for delivery unless pre-approved by the on-site manager for special occasions, such as Associate celebrations.

Excluded Items: Associates will be required to pay the full posted price for items excluded from the daily meal allotment.

All associate meals must be eaten on premises and are for Associates consumption only. Associate meals will only be available on the days when Associates are scheduled to work. Associates who participate in Option One (payroll deduction) are responsible for ensuring that they receive the meal during their meal break. No refunds will be made for meals not consumed.

ARTICLE 10 - HOLIDAYS

Section 1. During the term of this Agreement, employees covered by this Agreement will be eligible for the same holidays off from regular straight-time work with pay as are currently granted to hourly-rated employees of the Blue Cross facility where the EUREST DINING SERVICES employee works up to a maximum of ten (10) days. It is understood that this will include all Blue Cross facility "dark day" holidays. "Dark day" holidays are those holidays when the facility shuts down and the Blue Cross employees who are our customers are off on a paid holiday, making it necessary to close down the food service operations. Examples of the type of Blue Cross holidays that would not be paid are: personal holidays (days when an individual Blue Cross worker may be off but not result in the closing of the food service), or bonus days (days that are called holidays but are not regular work days such as a Sunday that might be designated as a holiday to result in one extra day's pay for Blue Cross employees).

Section 2. All employees are subject to the following eligibility requirements:

- (A) The employee must have completed their probationary period.
- (B) Any employee who is absent from work on a scheduled work day next preceding or following a holiday shall not be paid for the holiday unless the absence was previously authorized or subsequently approved by the Employer. When a holiday falls on a Monday, the employee must work their last scheduled work day in the week prior to the holiday and their next scheduled work day after the holiday in the week when the holiday occurs. If the holiday falls on a Friday, the employee must work their last scheduled work day prior to the holiday and their next scheduled work day, after the holiday, in the following week. Any employee on suspension which falls on either the day before, or the day after an approved holiday will be ineligible for such holiday pay. Suspension will start from the day of the infraction for computation of holiday pay.
- (C) If the employee fails to report to work on any of the holidays when requested to do so by the Company, he or she shall not be paid for such legal holiday not worked.
- (D) When a recognized holiday falls within an eligible employee's approved vacation period and he or she is absent from work during his or her regularly scheduled work week because of such vacation, he or she shall receive such holiday pay.
- (E) The employee must not be off the active payroll, i.e., on lay-off, leave of absence, sick leave, etc., for more than five (5) work days prior to the holiday.

ARTICLE 11 - VACATIONS

Section 1. The Employer agrees to provide the following paid vacations to all full-time and part-time employees who have been actively at work on at least two-hundred (200) scheduled work days during the preceding anniversary year:

- (A) One (1) week after one (1) year's employment with Employer;
- (B) Two (2) weeks after two (2) years' employment with Employer;
- (C) Three (3) weeks after eight (8) years' employment with Employer;
- (D) Four (4) weeks after twenty (20) years' employment with Employer.

Employees who do not work at least two hundred (200) scheduled work days during the preceding anniversary year, shall be eligible for a pro-rated share of vacation based on their

years of service and the number of days they worked.

Part-time employees shall receive pro-rated vacation based on their average work week during the preceding anniversary year.

Full-time employees shall receive full vacations as provided above.

Vacation schedules will be posted to properly schedule workforce for upcoming year. Vacation pay will be issued the week prior to vacation. Vacation days not used through calendar year will be paid on employee anniversary date.

Section 2. A vacation schedule shall be posted by Employer on February 1st of each year. Eligible employees shall, by seniority, let Employer know of their preference for vacation scheduling within thirty (30) calendar days.

After all employees have indicated their vacation preference, any employee who must change their vacation period or who did not make their preference known within the above time limits, shall be granted a vacation during open weeks only.

Employees may receive their vacation pay upon giving the Company a two (2) week written request for vacation pay.

ARTICLE 12 - PERSONAL DAYS

Section 1. Effective January 8, 2001, employees who are covered by this Agreement will be eligible for paid personal allowance days. Paid personal allowances will be earned on a prorated basis with one (1/2) day earned for each twenty-eight (28) days worked or paid. Pay for such days will be on the basis of the employee's straight-time hours the employee would have worked that day. An employee's first four and one-half (4 1/2) absences during a contract year will be charged to the employee as a paid personal day provided the employee reports the absence in accordance with the proper call in procedure. Earned but unused personal allowance days will be paid to the employee on their last payroll check before Christmas each year.

ARTICLE 13 - LEAVES OF ABSENCE

Full and part-time employees who have completed their probationary period shall be eligible for leaves of absence.

Section 1. A leave of absence for personal reasons may be granted without pay for a reasonable period of time not to exceed twelve (12) weeks. The employee must apply for the leave in writing stating the reasons. The application for leave is subject to approval by the Employer.

Section 2. A military leave of absence will be granted to any employee who enters the Armed Forces of the United States for military training and service. The re-employment of persons upon termination of military service will be in accordance with the applicable laws.

Section 3. The parties recognize and agree to be bound by the terms and conditions of the Family Medical Leave Act of 1993 and The Americans with Disability Act of 1992. Should any section or article of this Agreement conflict with either of these Acts, the Act shall prevail.

During any one calendar year the total number of union leave days shall not exceed ten (10) days. Only one (1) employee at any one time can be on a union leave of absence. The Union shall give the Company

a one (1) week written notice of Union leave and the employee who is to be granted such leave.

ARTICLE 14 – SENIORITY

Section 1. New employees shall be considered probationary employees and shall not acquire any seniority rights until they have been employed for a period of sixty (60) working days. Seniority begins with our company but employees will be hired in the same order of seniority as existed with prior company at this location. Current employees with the previous food service provider will be credited with their past seniority at BC/BS for vacation purposes only.

Seniority ranking will be considered in determining all matters where seniority is a factor, such as choice of available vacation periods.

Section 2. The Employer agrees to recognize seniority in specific job classifications and further that employees in specific job classifications shall be promoted, demoted, laid off and recalled to work according to their length of service, provided however, that the employee can perform the work at the level desired by the Employer.

Section 3. Seniority employees shall have preference for a choice of vacation periods.

Section 4. Seniority rights shall terminate if an employee:

- (A) Quits or retires;
- (B) Is discharged for cause;
- (C) Fails to return to work at the expiration of an approved leave of absence;
- (D) Is absent for two (2) consecutive days without notice to the Employer except in any event where an employee is unable to give such notice to the Employer and proves that it was due to circumstances beyond his or her control. In such event the employee shall give notice to the Employer as soon as possible but in no event, in not less than five (5) working days, otherwise his or her seniority shall terminate.
- (E) Is laid off for a period equal to his or her seniority or one (1) year, whichever is the lesser period of time.

Section 5. Approved leaves of absence shall be considered as time worked in the computation of seniority.

Section 6. No casual employees in job classifications shall be used where seniority employees within the same job classifications are on layoff except in cases of emergency, or where the Employer cannot contact lay off employees in the same job classification.

ARTICLE 15- UNIFORMS

Section 1. The Employer shall furnish three (3) uniforms for each steady employee and replace as needed all employee uniforms and linens and sharpen the cook's tools whenever necessary. Where waiters or waitresses are employed and standard uniforms are worn, waiters or waitresses shall supply such uniforms at their own expense. Black pants and black alpaca coat shall be considered the standard waiters uniform. Employees will launder and maintain their own uniforms.

ARTICLE 16 – FUNERAL LEAVE

Section 1. In the event of death in the immediate family of an employee, such employee shall be granted up to three (3) work days off with pay to attend the funeral. The immediate family is defined as follows: father, mother, grandfather, grandmother, father-in-law, mother-in-law, spouse, child, adopted child, son-in-law, daughter-in-law, brother, sister, or legal guardian. The Employer may require a certificate of death and/or proof of funeral attendance.

Section 2. Any employee traveling in excess of two hundred (200) miles from Detroit to attend the funeral of an immediate family member as defined above, may, upon written request, be granted an additional two (2) unpaid days for the purpose of travel to and from the funeral.

ARTICLE 17 - JURY DUTY

Section 1. An employee who is required to serve on jury duty shall be granted time off without loss of seniority and with pay at his or her regular rate for the number of hours (not in excess of eight [8] hours per day) which he or she would have been scheduled to work but for such jury duty; provided, however, that such pay shall be reduced by the fee which such employee receives for jury services. Before receiving the benefits of this Article, the employee shall be required to obtain and submit to the Employer satisfactory evidence that he or she served on jury duty and of the amount of the fee which he or she received for such services. The obligation on the part of the Employer shall be limited to a total of thirty (30) days in each calendar year. Employees who solicit jury duty shall be denied the benefits of this Article.

ARTICLE 18 - GENERAL PROVISIONS

Section 1. The Employer shall maintain present storage and dressing facilities for employees.

Section 2. The employees shall work while they are ready and able to work. All parties to this Agreement represent that they will endeavor to the best of their ability to carry out all its terms and provisions.

Section 3. No employee shall be discriminated against for giving information regarding alleged violations of this Agreement to the Union.

Section 4. The Employer shall grant the necessary time off without pay to a maximum of two (2) employees designated by the Union who have been elected to Union office.

Section 5. The Employer shall, at each regular pay period, give to each employee a statement of all Social Security taxes, withholding tax, deductions from pay, etc. It shall be the duty of the Employer to make and preserve a complete record showing wages paid and hours worked by all employees covered by this Agreement. The Employer shall, upon request, make such records available for inspection by any authorized representative of the Union.

Section 6. All employees covered by this Agreement shall be covered by Workmen's Compensation Insurance and by the Michigan Security Act.

Section 7. The Employer agrees that the Union shall have the right to establish two (2) shop stewards in accordance with the provisions of its constitution and by-laws. Such stewards shall be elected from among the employees of the establishment.

Section 8. Part of a bulletin board will be provided for the sole use of the Union for posting notices of meetings and other proper Union activities.

Section 9. Properly authorized representatives of the Union shall be permitted to investigate the standing of all employees and to investigate conditions to see that the Agreement is being enforced, provided that no interview shall be held during the rush hours, or unreasonably interrupt the duties of any employee. The Employer as well as the Union Representative shall conduct themselves in such a manner so as to carry out the intent and spirit of this Section.

ARTICLE 19 - MANAGEMENT RIGHTS

Section 1. The Employer shall have the right to establish reasonable Company rules and other prerogatives including, but not limited to, the hiring, promotion, demotion, transferring, laying off, discharge for cause and disciplining of employees; the determination, modification or elimination of job duties, the assignment of work, the increasing or decreasing of the work force; work schedules and work practices; the selection of equipment, manufacturing process, the products, the termination of the operation or any part thereof, shall be the prerogative of management. If, in the exercising of these rights, the Employer violates any of the express or intended terms of this Agreement, such action shall be subject to the grievance procedure.

ARTICLE 20 - GRIEVANCE PROCEDURE

Section 1. The employee or the Union shall take the grievance up with the food service manager within five (5) working days of the event complained of.

Section 2. If the grievance is not settled at Step 1 within ten (10) working days of the presentation to the food service manager, the Union will reduce the grievance to writing and take the matter up with the district manager or general manager. The district manager or general manager will respond within ten (10) working days.

Section 3. If the grievance is not settled at Step 2, it may be presented by the Union to the Employer's Human Resources Department within ten (10) working days of the district or general manager's response. The Human Resource Department or the Department designee will give the Union a written response within ten (10) days after the Step 3 meeting.

Section 4. **Mediation**

a. If a grievance is not resolved pursuant to the grievance procedure set forth in Section 3, either party may submit the grievance to nonbinding mediation utilizing the Federal Mediation and Conciliation Service (F.M.C.S.) within fourteen (14) calendar days of the Employer's step 3 answer.

b. Mediation shall be scheduled as soon as reasonably possible, provided, however, that either party may refuse to proceed with mediation upon giving written Notice of Refusal to Proceed within fourteen (14) calendar days of the other party's submission to mediation. In the event of a Notice of Refusal to Proceed, the grievance may be submitted to arbitration as provided in Section 5 within fourteen (14) calendar days of the receipt of the Notice of Refusal to Proceed.

If the grievance has not been satisfactorily settled under Step 3 above within ten (10) working days of the Human Resources Department's response, the moving party may elect to take the grievance to arbitration. The moving party shall request the American Arbitration Association (AAA) to submit a panel of seven (7) arbitrators, all of whom shall be located within a reasonable distance of Detroit,

Michigan. Either party shall have the right to ask for a second (2nd) panel of arbitrators to be submitted. The parties shall communicate within three (3) working days after receipt of the panel and shall choose by alternately striking out names, until only one (1) name is remaining. A flip of a coin shall be used to determine who shall have the first choice of striking out a name.

Section 5. Arbitration shall be under the rules of the American Arbitration Association except as otherwise specified above. The Arbitrator shall not have the authority to add to, subtract from or modify the terms of this Agreement. Costs of arbitration shall be borne equally.

Section 6. Disciplinary notices shall be issued within seven (7) days of the occurrence causing the discipline. No employees shall be on "investigative" suspension for more than five (5) business days. Discipline shall normally be in the following form:

- a. Verbal Warning
- b. Written Warning
- c. Suspension and/of Final Warning
- d. Discharge

Discipline resulting from reports for quality of customer service issues that are subjective in nature, such as perceived friendliness, smiling, etc. shall normally be progressive in nature and follow coaching, counseling or retraining options. Disciplinary notices shall be issued within seven (7) days of the occurrence causing the discipline. No employee shall be on "investigative" suspension for more than five (5) business days.

ARTICLE 21 – NO STRIKE NO LOCKOUT

Section 1. The Union agrees there will be no strike, slowdown or other work stoppage and the Employer agrees there will be no lockout during the term of this Agreement. Any employees who participate in such conduct may be discharged or disciplined by the Employer without regard to the provisions of this Agreement, and discharge or discipline shall not be subject to grievance and arbitration, except for the question of whether or not there was a strike, slowdown or work stoppage and whether the employee participated in such a strike, slowdown, or work stoppage conduct.

ARTICLE 22 - PAST PRACTICE

This Agreement represents the sole and complete Agreement between the parties and supersedes all prior agreements, understandings and practices whether written or oral, express or implied that may have been in effect prior to the effective date of this Agreement.

ARTICLE 23 - DURATION

This Agreement shall remain in full force and effect from and after October 1, 2017, and shall continue in full force and effect until midnight September 30, 2020, and thereafter from year-to-year.

Should either party desire to make any changes in this Agreement, such party shall, not less than sixty (60) days prior to September 30, 2020, serve notice on the other party by certified mail.

For purpose of sending an opening notice, the Company's address is:

EUREST DINING SERVICES c/o COMPASS GROUP-USA
Attention: Labor Relations Department
2400 Yorkmont Road
Charlotte, NC 28217

For purpose of sending an opening notice, the Union's address is:


UNITE HERE Local 24 AFL-CIO
300 River Place Dr., Suite 2700
Detroit, MI 48207-4472

Attached hereto and made a part of this Agreement is the following exhibit:

Schedule "A": Job classifications and minimum wage schedule

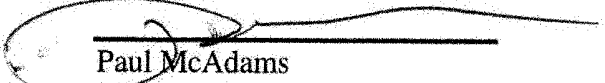
IN WITNESS WHEREOF, the respective parties, representing that they have authority to do so, have hereunto subscribed their names on the said day and year.

EUREST DINING SERVICES


Shawn Junior
MANAGER
Director of Labor Relations

12-18-17
Date

**UNITE HERE LOCAL NO. 24
AFL-CIO**


Paul McAdams
Business Representative

12-15-17
Date

SCHEDULE 'A'

CLASSIFICATIONS AND WAGE RATES

Section 1. Effective beginning October 1, 2017, the following wage rates will be paid for the life of the agreement. Wage increases will be added to minimum rates.

October 1 st , 2017	October 1 st , 2018	October 1 st , 2019
Unit Chef \$14.50	\$14.85	\$15.25
Grill Cook \$11.50	\$11.85	\$12.25
Catering Attendant \$11.25	\$11.90	\$12.30
General Cafeteria \$11.00	\$11.65	\$12.05

Section 3. Employees who have completed probation, upon ratification, will receive a net sum of \$125.00.