

COLLECTIVE BARGAINING AGREEMENT

Between

Eurest Dining Services,

**a division of
Compass Group Americas**

**operating at
Federal Reserve Bank
Minneapolis, Minnesota**

And

UNITE HERE Local 17, AFL-CIO

July 1, 2022 – June 30, 2025

AGREEMENT

THIS AGREEMENT made and entered into this 6th day of December 2022, by and between Eurest Dining Services., hereinafter referred to as the "Employer" or the "Company", and the UNITE HERE! LOCAL #17, AFL-CIO, hereinafter referred to as the "Union" covering the Employer's food service employees at the Minneapolis Federal Reserve.

WITNESSETH

WHEREAS, it is the desire of the parties hereto to enter into a Collective Bargaining Agreement for the purpose of maintaining harmonious and peaceful labor conditions and establishing methods for a fair and peaceful adjustment of disputes that may arise between the parties, both parties mutually pledging that they cooperate with each other in good faith in the enforcement of the terms of this Agreement so as to secure uninterrupted operation of the business of the Employer in rendering service to customers and patrons and continuous employment of the employees, and general stabilization:

NOW, THEREFORE, in consideration of the mutual terms, promises, covenants and conditions herein contained, it is agreed as follows:

ARTICLE 1 **UNION RECOGNITION**

Section 1. The Employer recognizes the UNITE HERE Local 17 as the sole collective bargaining agent for the employees covered by this Agreement, and the Union agrees that the employees shall work for the Employer upon the terms and conditions set forth in this Agreement.

ARTICLE 2 **UNION JURISDICTION AND RIGHTS**

Section 1. Coverage. The Employer recognizes the Union as the exclusive bargaining agent for all employees working for the Employer at the Federal Reserve in Minneapolis, Minnesota, excluding all office clerical employees, guards, managers, assistant managers, working chef managers and all other supervisory employees.

Section 2. Visitation. A duly authorized representative of the Union will be permitted to visit the premises of the Employer at all reasonable times for the purpose of transacting any business for the Union. However, the representative shall first make their presence known to the account manager. During such visitations, there shall be no interruption of, or interference with, the duties of employees while at their work station.

Section 3. Bulletin Board. The Employer agrees to provide space for the posting of routine Union notices.

ARTICLE 3

UNION SECURITY

Section 1. It shall be a condition of employment with respect to all employees of the Employer, who are within any job classification hereafter set forth and identified and in the bargaining group of the Union, that all said employees who are members of the Union on the effective date of this Agreement shall remain members of the Union, or pay fees in lieu thereof, further, that any of said employees who are not members of the Union on the effective date of this Agreement, shall, on or after the thirty-first (31st) day following the effective date of this Agreement become and remain members of the Union or pay fees in lieu thereof. It shall also be a condition of employment that all such employees covered by this Agreement, become, and remain members of the Union or pay fees in lieu thereof.

ARTICLE 4

RESPECT AND DIGNITY

Section 1. The Union and the Employer recognize that workers in the hospitality industry are professional employees deserving of the highest regard. The Union and the Employer will work together to honor the principles of respect and dignity. The parties agree that the continued success and operation of this establishment is dependent upon their mutual respect for one another's work.

ARTICLE 5

CHECK-OFF

Section 1. Union Dues. The Employer shall deduct from the wages of employees covered by this Agreement, who have acquired thirty-one (31) days of seniority, the current union dues, initiation fees or other required fees. The deduction as set forth hereinabove shall be deducted monthly from each pay period of the employee and remitted monthly to the Union at the following address Unite Here Local 17, 312 Central Avenue, Suite 444, Minneapolis, MN 55414. The Union agrees to furnish the Company written notices of the amount to be deducted for initiation fees, dues or other required fees.

Section 2. Tip Check-Off. The Employer agrees to honor political contribution deduction authorization from employees in the following form:

I hereby authorize my Employer to deduct from my pay the sum of \$___ per pay period and to forward that amount as my voluntary contribution to the UNITE HERE International T.I.P. (To Insure Progress) Political Committee, 275 Seventh Avenue, New York, NY 10001. My decision to participate in the UNITE HERE T.I.P. Political Program is a voluntary one and I understand that I am under no compulsion to contribute to it, since such contributions are neither a condition of my continued employment or of membership in the Union. I also understand that this authorization may be revoked by me at any time and that it is automatically revoked upon termination of my employment.

The political contribution deduction shall be made once each month during which an employee who has performed compensated service has in effect a voluntarily executed political contribution deduction authorization. The money shall be remitted within thirty (30) days after the last day of the preceding month to the UNITE HERE T.I.P. – “To Insure Progress”, 275 Seventh Avenue, New York, NY 10001, accompanied by a form stating the name and Social Security number of each employee for whom a deduction has been made, and the amount deducted.

The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits, or other terms of liability that may arise out of or by reason of action taken by the Employer in reliance upon payroll deduction authorization cards submitted to the Employer.

ARTICLE 6

MANAGEMENT RIGHTS

Section 1. All management functions and responsibilities which the Employer has not expressly modified or restricted by a specific provision of this Agreement are retained and vested in the Employer. More specifically, the right to employ, layoff, promote, transfer, assign work, schedule work, discipline and discharge employees for just cause is reserved by, and vested in, the Employer.

Section 2. The Employer shall have the right to discontinue any department and reduce the personnel of any department. If any reductions are to be made, the Employer shall give as much notice as possible to the Union and the employees but in no case, shall such notice be less than forty-eight (48) hours, if possible and practical.

Section 3. The employees shall observe the rules and regulations established by the Employer, whether printed or posted, not inconsistent with the terms of this Agreement. All rules will be printed and given to each new employee. Furthermore, the rules will be posted in a conspicuous place. The Union agrees that it will exercise due diligence in encouraging and insisting that its members observe such rules and regulations.

ARTICLE 7

NO STRIKE – NO LOCKOUT

Section 1. It is mutually agreed that there shall be no strikes or lockouts during the lifetime of this Agreement. It is also agreed that refusal of a member or members to cross a picket line, sanctioned by the Minneapolis Regional Labor Federation, shall not be construed to be a breach of this Agreement. The application of this section must be in conformity with the State and Federal laws.

ARTICLE 8

MINIMUM RATES

Section 1. Minimum Rates. The minimum hourly wage rates for all covered employees under this Agreement shall be as listed on the attached wage schedule. It is understood that these are minimum hourly wage rates and the Employer, in consideration of merit or otherwise, may pay in excess of same. The Employer shall notify the Union of any such increases.

Section 2. Combination Work. All combination work shall be paid for at the highest scale of wages for the work performed.

Section 3. Higher Rate. Any employee who works in two (2) or more hours in two (2) classifications during a shift, shall receive the higher pay scale for the entire shift.

Section 4. New Classifications. If the Employer creates new classifications during the term of this Agreement, the parties will meet to negotiate rates of pay for those classifications.

Section 5. No Reduction. No present employee shall suffer wage or benefit reduction or be imposed with added hours through the effect of this Agreement, except as established by the Agreement itself.

Section 6. Overtime Rate. Time worked by an employee covered by this Agreement in excess of eight (8) hours in any one (1) work day or forty (40) hours in any one (1) work week shall be considered as overtime and shall be paid for at the rate of one and one-half (1-1/2) times the regular hourly rate of pay. By mutual agreement between the Employer and the employee, work schedules may be changed to permit an employee to work up to ten (10) hours per day at the straight time hourly rate, thus permitting a four (4) or four and one-half (4-1/2) work week. Unworked paid time will not be counted as time worked for the purposes of calculating overtime.

Section 7. No Pyramiding. There shall be no pyramiding of overtime or premium pay.

ARTICLE 9

HOURS OF WORK

Section 1. Standard Work Week. The work week for all employees covered by this Agreement shall consist of five (5) days per week, eight (8) hours per day, forty (40) hours per week. This is not to be interpreted as a guarantee of work for any number of hours a day or days a week.

Section 2. Days Off. Regular days off for all covered employees shall be consecutive.

Section 3. Report in Pay. When an employee reports for work, as requested by the Employer, such employee shall be paid not less than four (4) hours pay at their regular rate. In order for an employee to qualify for this reporting pay, the employee must be willing to perform work of any type which the Employer may offer for the four (4) hour period, provided the employee is qualified to perform the work assigned. No employee shall be entitled to report-in-pay if the lack of work is due to an Act of God or other conditions which are beyond the control of the Employer.

Section 4. Rest Periods. All employees shall be allowed a regularly scheduled paid rest period of fifteen (15) minutes for every four (4) hours of work or any part thereof.

Section 5. Emergency Closings. In the event that the employee reports to work and is subsequently relieved of duty prior to the end of their shift due to an emergency closing, they shall be paid a minimum of four (4) hours for such work and shall have the option of using a partial vacation or sick day to cover the other hours of that day.

ARTICLE 10

SENIORITY

Section 1. Use of Seniority. It is agreed by the Employer and the Union that the Employer shall and hereby does recognize seniority rights according to classification and the employees shall have in accordance with said seniority rights the preference to vacation time, holidays worked, shift preference, promotions, job openings, demotions, layoffs and return to service. Seniority shall be accrued from first day worked.

Section 2. Probationary Period. Newly-hired employees will be in a probationary status for the first sixty (60) days of employment. The company may extend the probationary period an additional thirty (30) days upon notice and consent from the Union. During the probationary period the Company may discharge such employee for any reason, without recourse.

Section 3.

1. Full-Time: An employee who is regularly scheduled to work thirty (30) hours or more per week.
2. Part-Time: An employee who is regularly scheduled to work twenty (20) hours but less than thirty (30) hours per week.
3. On-Call: An employee who is called in to work as needed by the Employer and is not regularly scheduled. On-Call employees shall be given the first opportunity for available on-call work, based on seniority.

Section 4. Seniority List. A complete seniority list shall be submitted to the Union within ten (10) days after execution of this Agreement and said seniority list shall be posted in a conspicuous place and updated quarterly.

Section 5. New Hires and Terminations. The Union shall be notified monthly of all terminations and new hires of employees.

Section 6. Reduction in Hours. When employees shall have their hours reduced temporarily because of economic conditions, seniority on the basis of classification shall prevail. Return to service shall also be based upon the seniority within classification.

Section 7. Loss of Seniority: Seniority and job rights shall terminate for the following reasons:

- a) Voluntary quit:
- b) Discharge for just cause:
- c) Failure to return to work in accordance with the terms of an approved leave of absence:
- d) A continuous layoff equal to the employee's length of service when the layoff began or twelve (12) months, whichever is less:
- e) Failure to return to work when recalled from lay off within five (5) days of notice sent, by certified mail, to last address on file and telephoned to the last phone number on file:
- f) Illness or injury absence equal to the employee's length of service when the layoff began or twelve (12) months, whichever is less:

- g) Two (2) consecutive workdays no call/no show unless failure to call is due to an emergency beyond the control of the employee

Section 8. Notice of Termination. Employees terminating the employment relationship shall provide a five (5) working days' notice.

Section 9. Job Posting. All vacancies shall be posted for five (5) working days on a bulletin board in a conspicuous place.

ARTICLE 11

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Grievance. If any difference of opinion or dispute arises between the Employer, the Union and/or any employee who has completed their probationary period to this contract concerning the performance of an obligation under the terms and provisions of this Agreement, an attempt will be made to resolve it under the following grievance procedure.

Step 1. The aggrieved employee may first discuss the dispute with their manager in an attempt to resolve the problem within seven (7) calendar days of its occurrence or when the grievant would have reasonably known of the violation. The employee may request the assistance of the Union Steward/Representative if the employee so desires.

Step 2. If no satisfactory resolution to the grievance is reached in Step 1, the Union shall, within fourteen (14) calendar days of the employee's discussion with their supervisor, file a written grievance with the authorized representative of the Company and will discuss it with them. Failure to file such written grievance within fourteen (14) calendar days shall result in such grievance being presumed to be without merit and it shall be barred from further consideration.

Step 3. If not settled at this conference, the Employer shall issue a decision in writing within seven (7) calendar days from the time such grievance meeting is adjourned.

Section 2. Effect of Failure to Appeal. Any grievance not appealed to a succeeding step within the time limits specified shall be deemed abandoned and not entitled to further consideration. Such abandonment by the Employer shall be deemed an acceptance of the grievance as stated and the remedy requested shall be accepted and enforced. During the processing of any grievance through the grievance procedure, the employees concerned, unless suspended or discharged by the Company, will continue to work under the conditions which gave rise to the grievance.

The time limits of the grievance procedure can be mutually extended by the parties. Such extensions shall be in writing.

Section 3. Arbitration Procedure. If the grievance cannot be satisfactorily settled by the above steps of the grievance procedure, either of the Parties may request Arbitration by giving the other Party written notice of its desire to arbitrate within fourteen (14) calendar days after the Employer or the Union has made its final written answer as provided in Step 3 (unless the Employer and the Union mutually agree in writing to extend the time limit), in which event the grievance shall be arbitrated according to the following procedure:

The Party desiring to arbitrate shall request the Federal Mediation and Conciliation Service (with a copy of such request to the opposite Party) to furnish the Parties with a panel of seven (7) names of impartial arbitrators. From this panel, a representative of the Employer and the Union shall select the Arbitrator. The Arbitrator shall be selected by each Party striking in turn one strike at a time, three (3) names from the list of seven (7) persons, the complaining Party having the first strike. The person remaining on the list after each Party has exercised their strikes shall become the Arbitrator. Either party may request additional lists if those supplied are not satisfactory; to a maximum of two (2) lists. The Parties may select an Arbitrator by other means if such other method of selection is confirmed by a written stipulation. The selection of the Arbitrator and the hearing shall be within sixty (60) days of the request for Arbitration, whenever practicable. The Arbitrator's written decision shall be issued within sixty (60) days of the hearing.

The expenses of the Arbitrator shall be borne equally by the Union and the Employer, each Party bearing its own preparation and presentation expenses.

Section 4. Final and Binding. Any decision reached at any stage of these grievance proceedings or by the Arbitration procedure shall be final and binding upon the Employer, the Union and the employee(s) involved. The Employer, the Union and the aggrieved employee shall comply in all respects with the result of such decision reached. The Parties agree that such decision shall be enforceable in a court of law.

Section 5. Arbitration Limitations. The Arbitrator shall not have the power to add to, ignore, or modify any of the terms, conditions, or sections of this Agreement. Their decision shall not go beyond what is necessary for the interpretation and application of this Agreement in the case of the specific grievance at issue. The Arbitrator shall not substitute their judgment for that of the Parties in the exercise of rights granted or retained by this Agreement.

Section 6. Award of Arbitrator. Where an employee has been discharged in violation of this Agreement, the Arbitrator may order the employee reinstated, either with or without back pay for loss of income resulting from such discharge. An award of the Arbitrator shall not in any case be made retroactive to a date prior to the date on which the subject of the grievance occurred, and in no event more than thirty (30) calendar days prior to the filing of the grievance unless otherwise mutually agreed in writing. Any back pay award shall be reduced by the amount of any compensation chargeable to the Company, i.e., worker's compensation, unemployment compensation, etc.

Section 7. Contract Remedy. When an employee has any complaint, grievance, or difference regarding the application of the terms and conditions of this Agreement it is agreed that the grievant will use the grievance/arbitration procedure set forth above before attempting to take the matter elsewhere.

Section 8. Employer/Union Grievances. Any grievance the Employer or Union may have raised within the time limits set forth in Step 2, shall be reduced to writing and submitted to the other Party's designated representative who will arrange a meeting according to the provisions set forth above. If the matter is not satisfactorily settled at this step, the grievance may be processed through the Arbitration Procedure hereafter.

Section 9. Past Practice. The parties agree to recognize the standards as set forth in Elkouri and Elkouri, How Arbitration Works, in determining past practice grievance.

ARTICLE 12

DISCIPLINE AND DISCHARGE

Section 1. Discipline. The Employer has the right to maintain discipline including the right to suspend or discharge employees. Discipline shall be for just cause only.

Section 2. Progressive Discipline. The Employer and the Union agree that progressive discipline will be followed, verbal warning, written warning, final written warning and discharges. The application of the process can vary according to the seriousness of the violations.

Section 3. Written Notices. Written reprimands, notices of suspension and notices of discharge, which are to become part of the employee's file, shall be given to the employee and the employee shall have the opportunity to read and sign such notices. Such signature shall in no way be an admittance of wrongdoing on the part of the employee. A copy of such reprimands and/or notices shall be given to the employee and the Union.

Section 4. Suspensions and Discharges. All suspensions and discharges will be in written form and copies will be mailed to the Union immediately upon issuance of such notices. Discharges will be preceded by a suspension during which an investigation of the incident leading to the discharge will be conducted.

Section 5. Disciplinary Meetings. In the event a meeting is held for disciplinary purposes, the affected employee shall have the right to have a Union Steward and/or Union Representative present.

Section 6. Right of Review. The Union shall have the right of review of any discharge of an employee who has completed the probationary period by following the grievance procedure of this Agreement.

Section 7. Posting of Rules. All rules shall be conspicuously posted by time clocks or on employee bulletin boards. The Employer's rules shall not conflict with this Agreement.

Section 8. Retirement of Warning Notices. Warning notices more than twelve (12) months old will not be used in applying discipline to current disciplinary situations.

ARTICLE 13

LEAVES OF ABSENCE

Section 1. Leaves for Injury and Sickness. Any employee who completed their probationary period and becomes ill and presents a physician's statement of such illness to the Employer shall be granted sick leave for a period not to exceed thirty (30) days. Such sick leave shall be extended for successive thirty (30) day periods upon presentation of a physician's statement if the employee's health or physical condition is such as to prevent them from gainful employment. All employees who have completed their probationary period and have less than one (1) year of continuous service shall be allowed maximum sick leave equal to their length of seniority. Employees with one (1) year or more of continuous service shall be allowed maximum sick leave of one (1) year from the first (1st) day of absence. Seniority and vacation will not accumulate during sick leave, but previously accrued seniority shall be retained.

Section 2. Maternity Leave. An employee shall be eligible for maternity leave at such time as the attending physician recommends. A written statement from the attending physician stating the date upon which the leave is to commence will be submitted to the Employer and Union. Maternity leave will expire when the Employer and the Union are provided with a written statement from the attending physician that the employee is fully able to return to their normal job. Any maternity leave of absence will be a non-paid leave of absence. Any maternity leave will not constitute a break in the employee's seniority.

Section 3. Parenting Leave. Employees shall be granted up to six (6) months unpaid parenting leave in connection with the birth, adoption, or placement of a child in foster care. When possible, employees shall give the Employer at least thirty (30) days' notice before the date such leave is to begin.

Section 4. Leaves for Personal Reasons. Any employee desiring a leave of absence from the job because of extraordinary personal or family circumstances must first secure written permission from the Employer. The Employer shall not be expected to grant a leave of absence that will interfere with the Employer's operations. Leaves of absence shall be without pay. During a leave of absence, the employee will not engage in gainful employment. The employee must report to work promptly after the leave has expired. Failure to comply with this Article shall result in the complete loss of seniority rights of the employee involved. Seniority and vacation will not accumulate during Personal Leave but previously accrued seniority shall be retained.

Section 5. Labor Conventions. Whenever any employee is delegated to attend Conventions of Labor which require their absence from work, the Employer agrees that such absence if notified more than two (2) weeks in advance, shall be allowed without pay. However, such leave shall be limited to not more than two (2) employees annually and not more than one (1) employee at a time.

Section 6. Military Leave. All laws governing the rights and privileges of honorably discharged service personnel (military and naval services) pertaining to re-employment shall be applied and adhered to in this Agreement.

Section 7. Jury Duty. An employee, covered by this Agreement, who is required to report for jury service on a day when he normally would have been scheduled to work, shall be paid the difference between the fee received for such service and his regular pay at straight time rates up to twenty (20) days per year, except for Grand Jury. To become eligible for such payment, the employee must inform his supervisor, in writing, of the call to Jury Service within seventy-two (72) hours (exclusive of his regular days off) of receipt of the official notification and then must furnish to the Employer a statement of jury service from the Clerk of the Court.

Section 8. Bereavement Leave. If a death occurs in the immediate family of any non-probationary employee (parents, spouse, current spouse's parents, children, brothers and sisters, stepchild, legally registered domestic partner, grandparents and grandchildren), the Employer will grant a maximum of three (3) days off with pay. Additional unpaid leave may be granted if needed under Section 4 of this Article.

Section 9. Medical and Family Leave. Employees who have completed their probationary period shall be granted unpaid personal medical leave for up to one (1) year when they are unable to perform the functions of their position. Such employees shall also be granted up to twelve (12) weeks of family medical leave when they are needed to care for a son, daughter, spouse or parent

with a serious health condition. If medically necessary, medical leave may be taken on an intermittent or reduced schedule basis.

Medical certification shall not be required for illness or injuries requiring medical leaves of up to three (3) days' duration. For longer leaves, the Employer may require medical certification to support a claim for medical leave for an employee's own serious health condition or to care for a family member with a serious health condition. For medical leaves in excess of thirty (30) days, employees shall be required to submit periodic medical certifications for each successive thirty (30)-day period.

Employees ready to return to work from a personal medical leave in excess of three (3) days shall furnish the Employer medical certification that they are physically able to perform the duties of their job. The Employer will have up to seven (7) days after such notification in which to reinstate the employee.

Section 10. Return from Leave. Any employee returning from an authorized Family Medical leave as above shall return to their previously held position, provided the job is still available and the employee is qualified.

Section 11. Coordination with Applicable Laws. The Union and the Employer agree to follow all federal, state and local laws with respect to the administration of all Leaves of Absence. Where the provisions of this Agreement are more favorable to the employee than those provided under law the terms of this Agreement shall prevail.

ARTICLE 14

MEALS AND UNIFORMS

Section 1. Uniforms. All employees will be furnished with required uniforms. Employees shall be responsible for laundering & maintaining their uniform. All employees will receive reimbursement for one (1) pair of slip resistant shoes that are pre-approved by the Employer. Employer will pick a pair of shoes from the Company approved vendor list. If an employee chooses a different shoe, they will pay the difference between the Employer's choice and their choice.

Section 2. Locker Rooms. The Employer agrees to maintain locker facilities and a secured place for employees' personal items during their shift.

Section 3. Meals. All employees shall be provided, without charge or wage deductions, one (1) meal for each full eight (8) hour day of employment; employees shall be allowed a regularly scheduled meal period of thirty (30) minutes. The thirty (30) minute meal period shall not be compensated.

ARTICLE 15

HOLIDAYS

Section 1. Named Holidays. The following days or the day on which they are observed by Federal Reserve employees shall be recognized as holidays with straight time pay, to include but not limited to: New Year's Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, MLK Day, Indigenous People's Day, Thanksgiving Day and Christmas Day.

Section 2. Eligibility. All eligible employees, exclusive of probationary, shall receive holiday pay for the above listed holidays. The employee must have worked the last regularly scheduled work day prior to and the first regularly scheduled work day following the holiday to be eligible for the paid holiday unless mutually agreed to by management and the employee or in case of excused illness, consistent with the operating requirements of the Employer.

Section 3. Holiday Rate. Any work performed on such days shall be paid at straight time in addition to the holiday pay.

Section 4. Holiday During Vacation. If any of said holidays occurs during an employee's vacation, he shall be given the pay for the holiday in addition to his regularly earned vacation time.

Section 5. On-Call Employees. On-call employees who average ten (10) hours a week or more on a fiscal year basis will receive holiday pay on a pro-rata basis if they work both the day before and the day after the holiday.

ARTICLE 16

Paid Time Off – PTO

Section 1. Paid Time Off ("PTO"). PTO is a comprehensive time-off policy for eligible employees to use for vacation, illness or injury, and personal business. It combines traditional vacation and paid sick days plan into one (1) flexible, paid time off policy. It is considered wage replacement for times that employees choose to be away from work for personal reasons and is part of the benefit package. All employees covered under the Collective Bargaining Agreement are eligible to accrue and use PTO as described in this policy. Any unused PTO may be carried over as stated below.

Section 2. Accrual. Employees begin to accrue PTO from the first date of employment and can begin using accrued PTO after the initial sixty (60) days of employment.

PTO EARNING SCHEDULE

Employment	Hourly Accrual Rate	Total Accrual Per Year (Hours)
0 through 12 months (1 st year)	.04231	88 (11 eight-hour days)
13 through 60 Months (2 years through 5 th year)	.06154	128 (16 eight-hour days)
61 months through 180 months (6 th year through 15 th year)	.08077	168 (21 eight-hour days)
181 plus months (16 th year or more)	.10	208 (26 eight-hour days)

Section 3. Scheduling PTO. PTO is accrued on an hourly basis in accordance with the table above. A PTO request form must be filled out by the employee, signed by the manager and turned into payroll in order for the PTO to be paid. All PTO requests are made in writing and subject to approval by your supervisor, who shall respond, in writing, within seven (7) days from such request. To the extent business requirements permit, employee requests for a specific period in which to take PTO will not be unreasonably denied. Furthermore, the most senior employees

shall have preference as to the time they take PTO so far as the efficient operation of the business will permit. Where more than one (1) employee in a job classification desire PTO at the same time, PTO will be assigned according to seniority. Employer and employee shall mutually agree upon the PTO time.

Section 4. PTO can be used in minimum increments of one-half (½) day. Employees who have an unexpected need to be absent from work should notify their direct supervisor at least two (2) hours before the scheduled start of their workday, if possible.

Section 5. PTO is paid at the employee's base pay rate at the time of absence. It does not include overtime or any special forms of compensation such as incentives, commissions or bonuses.

Section 6. PTO Carry over: At the end of the calendar year, employees may carry over a maximum of one-hundred (100) hours of unused PTO to be used in the following calendar year. Any unused PTO in excess of the maximum may not be carried over and will be forfeited; employees will not be paid for PTO that exceeds the cap. The balance of employees PTO will be noted on their pay stub.

Section 7. Accumulation Rights. Employees are encouraged to use their PTO to take time off each year. If they do not, PTO will accrue until the associate has reached a maximum of two hundred (200) PTO hours. At this point, no further PTO will be accrued until the employee uses PTO hours equal to the amount accruable during one (1) month. Exceptions to this policy may be made in unusual circumstances. Each case will be viewed on an individual basis by Employer.

Section 8. Terminated Employees. Upon termination of employment, employees will be paid for unused PTO that has been earned and accrued through the last day of work. However, if an employee voluntarily terminates and the employee fails to give at least a five (5) day notice of resignation, forfeiture of accrued but unused PTO may result. No accrued PTO will be paid out if the employee terminates or resigns during the initial ninety (90) days of employment.

Section 9. Temporary layoffs or leaves of absence during the year shall not interrupt the continuity of seniority for the purpose of determining the amount of PTO for which an employee is eligible. Employees shall be entitled to receive their PTO pay before their scheduled leave.

Section 10. No Work During PTO. Once a request for PTO has been approved by the Employer, the PTO dates shall not be changed unless by mutual consent of the Employer and the employee.

ARTICLE 17

NON-DISCRIMINATION

Section 1. The Employer will not discriminate against any employee because of membership in the Union or Union activity. Neither the Employer nor the Union shall discriminate against any employee or applicant for employment because of race, sexual orientation, membership or non-membership in a labor union, religion, color, sex, age, creed, national origin or Veteran status.

ARTICLE 18

MEDICAL EXAMINATION

Section 1. The Employer may, at its own expense, require and provide for periodical physical and medical examination of employees for job related reasons and may lay-off and release such employees as are unable to satisfactorily pass such tests. If the Union so requests, the Employer shall furnish a certificate of the physician as to the facts involved, and the Union reserves the right to re-examination of said employees by their own physician. The Employer may do background checks and require medical exams for new hires.

ARTICLE 19

HEALTH, LIFE, DISABILITY & DENTAL INSURANCE

Section 1. Trust Language. Effective September 25, 2022, the Employer agrees to contribute for each employee covered by this Agreement to UNITE HERE HEALTH ("Fund") for the purpose of providing health and welfare benefits under the UNITE HERE HEALTH Food Service Plan Unit II ("FSP II"), or such new, merged, or consolidated plan units as may be adopted by the Trustees. Said contributions shall be submitted electronically together with an electronic report of the employee data required by the Fund in the format prescribed by the Fund, no later than the fifteenth (15th) day of the month preceding the month of coverage.

In addition to providing the monthly report and payment set forth above, the Employer must report to the Fund, by no later than 10 am 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 eligible). Since the Fund generally cannot rescind coverage, if the Employer fails to timely report a change that would otherwise terminate coverage, the Employer must pay the entire contribution for that employee (including any co-premium normally paid by the employee) for each additional month until the status change is reported to the Fund. If the Employer timely reports a change that would otherwise terminate coverage, the Employer will receive a credit for any applicable monthly payment submitted during the month of change.

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

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

Section 2. Eligibility. The Employer agrees to commence contributions to the Fund for all eligible employees upon the earlier of (a) the first of the month following ninety (90) days of

employment or (b) completion of one thousand (1,000) hours of service. An eligible employee is one who regularly works seventy-five (75) hours per month.

The following classes of employees shall be covered by this Article and shall be eligible for contributions to the Fund: all food and beverage employees who are employed by the Employer in its food and beverage operations covered by this Collective Bargaining Agreement.

Section 3. Monthly Contributions. The Employer shall contribute the sums stated below for each eligible employee.

Gold Plus Medical – Monthly Rates

<u>Effective Date</u>	<u>Single</u>	<u>Single + Spouse</u>	<u>Single+ Child(ren)</u>	<u>Family</u>
1/1/22	\$685.00	\$1,460.93	\$1,142.62	\$2,029.09
1/1/23	\$685.00	\$1,460.93	\$1,142.62	\$2,029.09
1/1/24	\$695.28	\$1,482.85	\$1,159.76	\$2,059.52
1/1/25	To be determined			

Silver Plus Medical – Monthly Rates

<u>Effective Date</u>	<u>Single</u>	<u>Single + Spouse</u>	<u>Single+ Child(ren)</u>	<u>Family</u>
1/1/22	\$553.34	\$1,180.14	\$923.00	\$1,639.09
1/1/23	\$553.34	\$1,180.14	\$923.00	\$1,639.09
1/1/24	\$561.64	\$1,197.84	\$936.85	\$1,663.68
1/1/25	To be determined			

Dental HMO - Monthly Rates

<u>Effective Date</u>	<u>Single</u>	<u>Single + Spouse</u>	<u>Single+ Child(ren)</u>	<u>Family</u>
1/1/22	\$15.68	\$38.70	\$37.36	\$53.77
1/1/23	\$15.68	\$38.70	\$37.36	\$53.77
1/1/24	To be determined			
1/1/25	To be determined			

Dental PPO - Monthly Rates

<u>Effective Date</u>	<u>Single</u>	<u>Single + Spouse</u>	<u>Single+ Child(ren)</u>	<u>Family</u>
1/1/22	\$32.78	\$80.90	\$78.11	\$112.39
1/1/23	\$32.78	\$80.90	\$78.11	\$112.39
1/1/24	\$32.78	\$80.90	\$78.11	\$112.39
1/1/25	To be determined			

Vision – Monthly Rates

<u>Effective Date</u>	<u>Single</u>	<u>Single + Spouse</u>	<u>Single+ Child(ren)</u>	<u>Family</u>
1/1/22	\$3.34	\$7.13	\$5.58	\$9.90
1/1/23	\$3.34	\$7.13	\$5.58	\$9.90
1/1/24	\$6.97	\$12.65	\$13.27	\$20.48
1/1/25	To be determined			

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

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

<u>Effective Date</u>	<u>Single</u>
1/1/22	\$1.90
1/1/23	\$1.90
1/1/24	\$1.90
1/1/25	To be determined

Effective January 1, 2024 through the expiration of this agreement, the Employer agrees to contribute the contribution rates necessary for the above-mentioned options, 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.

Section 4. Employee Co-premiums. Employees shall be eligible for single health coverage at a rate of five percent (5%) of the cost of coverage per month for Silver Plus or ten percent (10%) of the cost of coverage per month for the Gold Plus. Single Dental and Vision will be at a rate of five percent (5%) of cost of coverage per month. Dependent Health Care will cost the employee the difference between what the Employer would pay for single coverage and the full cost of the plan.

Employee will be responsible for continued premium share when laid off and collecting full wages.

The Employer will deduct the amounts listed above of said 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.

Section 5. Enrollment. For employees hired after the effective date of this agreement, or who become eligible to enroll in the FSP II after the effective date of this agreement, the Employer shall make available a computer for employees to use during such employee's enrollment period to electronically enroll in FSP II.

ARTICLE 20

401 (k) PLAN/PENSION

Section 1. Pension. The Employer shall make an hourly Pension contribution of one dollar and thirty-two cents (\$1.32) on behalf of all hours worked by each employee into the Unite Here National Plus Plan.

Section 2. 401K. Eligible employees may participate in the Compass Group 401K per the terms of the Plan.

ARTICLE 21
SUCCESSORS AND ASSIGNS

Section 1. Should the Company sell, assign, or otherwise transfer the facility, the Company shall notify the Union in writing, and it shall notify the transferee of the Agreement.

Section 2. 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 22
ALCOHOL AND DRUG ABUSE POLICY

Section 1. The Employer and the Union recognize that they must endeavor to provide safe and efficient operations for the protection and benefit of the general public, and the Employer's guests and employees. As part of its efforts to achieve this goal, the Employer must require that its work be performed by employees who are not under the influence of illegal drugs or alcohol at work. For purposes of this Agreement, the term "drugs" shall include drugs and alcohol, as appropriate.

Section 2. A copy of the Drug and Alcohol policy as adopted by the parties may be found in Appendix D of this Agreement.

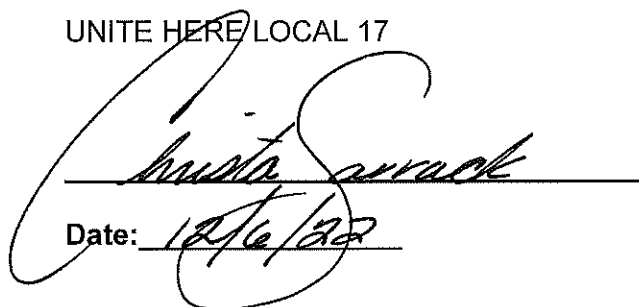
ARTICLE 23
TERM OF AGREEMENT

This Agreement shall commence on July 1, 2022, and continue in full force and effect up to and including June 30, 2025. It shall be automatically renewed for an additional period of one (1) year and from time to time thereafter, unless either party hereto shall serve notice in writing upon the other party by registered mail, return receipt requested, sixty (60) days prior to the expiration date of this Agreement, or any extension thereof.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written.

EUREST DINING SERVICES

UNITE HERE LOCAL 17



Date: _____

Date: 12/16/22

APPENDIX "A"
CLASSIFICATIONS & WAGES

New Hire Wage Scale:

		Ratification	1-1-23	7-1-23	1-1-24	7-1-24	1-1-25
Baker	\$19.00	\$0.50	.45	.45	.30	.30	.30
Cook	\$17.50	\$0.50	.45	.45	.30	.30	.30
Cashier/FSW	\$16.50	\$0.50	.45	.45	.30	.30	.30
Cashier	\$16.00	\$0.50	.45	.45	.30	.30	.30
FSW	\$16.00	\$0.50	.45	.45	.30	.30	.30
Dishwasher	\$15.50	\$0.50	.45	.45	.30	.30	.30

**All employees are classified in one of the above classifications. Any employee who is below the New Hire wage as of the date of ratification of this Agreement, will move to the new hire Rate of their classification effective on the date of the ratification.

All employees who have completed probation shall receive the following increases per hour or the start rate, whichever is greater.