

**AGREEMENT**

**BETWEEN  
COMPASS ONE,**

**AT**

**GENERAL MILLS MAIN OFFICE GROUP  
MINNEAPOLIS, MINNESOTA  
AND  
UNITE HERE  
LOCAL UNION NO. 17 AFL-CIO**

**EFFECTIVE DATES:**

**FROM: MAY 31, 2024**

**TO: JUNE 24, 2026**

AGREEMENT

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## **AGREEMENT**

**THIS AGREEMENT** made and entered into this 31<sup>st</sup> day of May 2024, by and between Compass One, 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 General Mills Main Group Office.

## **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 Union as the sole collective bargaining agent for all regularly scheduled full-time and part-time food service employees covered by this Agreement excluding all office clerical employees, guards, managers, assistant managers and all other supervisory employees, 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 General Mills Office Building/Bassett Creek, #1 General Mills Boulevard, Golden Valley, 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 or their assistant. During such visitations, there shall be no interruption of, or interference with, the duties of employees while at their workstation.

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 (31<sup>st</sup>) 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. 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 in equal installments from each pay period of the employee and remitted monthly to the Union. Such deductions shall be made from the wages of each employee who files with the Employer a written assignment authorizing such deduction, which assignment shall not be revocable for a period of more than one (1) year or beyond the termination date of this Agreement, whichever occurs first. 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 Ensure 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.

Indemnification - The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities that may arise out of, or by reason of, any action that shall be taken by the Employer for purposes of complying with the foregoing provisions of this Article or in reliance of any authorization or list which shall be furnished to the Employer by the Union under any such provisions.

## **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 its sole discretion, in consideration of merit or otherwise, may pay in excess of same.

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

Section 3. Higher Rate. Any employee who works in two (2) classifications during a shift and spends sixty-five percent (65%) (five [5] hours or more) of that shift in the higher of the two (2) classifications, shall receive the higher pay scale for the entire shift.

Section 4. New Classifications. In the event 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. Wage Discrepancies. All wage discrepancy claims must be filed by employees within fifteen (15) days after receiving pay covering period in which the discrepancy occurred.

Section 6. No Reduction. No present employee shall suffer wage reduction or be imposed with added hours through the effect of this Agreement, except as established by the Agreement itself.

Section 7. Overtime Rate. Time worked by an employee covered by this Agreement in excess of eight (8) hours in anyone (1) workday or forty (40) hours in anyone (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. Catering Attendants shall receive overtime over forty (40) hours in the workweek. 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.

Section 8.     No Pyramiding. There shall be no pyramiding of overtime or premium pay.

Section 9     Wages shall be paid by check, direct deposit, or electronic money card, as determined by the Employer, subject to applicable law.

Employees shall be paid in accordance with the Employer's payroll system. The Employer will notify the Union at least sixty (60) days before any change is made.

## **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. Whenever an employee reports for work, as requested by the Employer, such an 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. Employees who are scheduled for six (6) hours or less shall be entitled to one (1) paid twenty (20) minute break or two (2) paid ten (10) minute breaks during their workday.

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, they shall be paid a minimum of four (4) hours for such work and shall have the option of using a partial 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. Employees shall not establish seniority rights until they have been employed for thirty (30) days. In all cases, the ability to perform the required work shall be the determining factor.

Section 2.     Probationary Period. Newly hired employees will be in a probationary status for the first sixty (60) days of employment.

**Section 3. Employee Definitions.** Employee definitions will be as follows:

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 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.

The Employer will make efforts to limit the hiring of on-call employees; however, there may be circumstances when the use of on-call employees is necessary. Additional hours and overtime will first be offered to regularly scheduled full-time and part-time employees prior to using any on-call employees.

**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 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. Notice of Termination.** If the Employer or any of its employees' desires to terminate the employment relationship, three (3) working days notice shall be given by the party desiring to terminate the relationship. In case of discharge for just cause, no notice period is required. This provision shall not be deemed to permit the Employer to discharge an employee without just cause.

## **ARTICLE 11** **JOB POSTING**

**Section 1.** Any new position or vacancy as determined by management shall be posted on the bulletin board that the employees read from, for not less than five (5) consecutive working days. Person's shall apply for the posted vacancies by sending a written request to the General Manager. All employees who are on layoff when an opening occurs shall be notified by email and phone call. If the employee is unable to be notified by email or phone the employee will be notified of the opening by mail to the last known address on file with the Employer. Requests for consideration from qualified employees on layoff must be received in writing within seven (7) calendar days of the mailing of the posting to the employee's home. The Employer will make every effort to conduct interviews within ten (10) working days of the closing of the posting.

**Section 2.** The posting shall contain the minimum qualifications, skill requirements, work year, workweek, wage rate, and job description for the posted position. Copies of all postings shall be given to the Steward on site or emailed to the Union office. Copies of completed postings shall be given to the Steward and emailed to the Union office when posted.

**Section 3.** If the employee is awarded the job or the Employer decides, within thirty (30) calendar days of the assignment, that they do not want the job, the employee shall be returned to the position held before the award with no loss of seniority.

Section 4. There shall be no restrictions on the Employer's right to assign any employee to work on a temporary basis in any position for which the employee is qualified. In such circumstances, the employee will be paid in accordance with Article 8 - Minimum Rates.

## **ARTICLE 12**

### **GRIEVANCE AND ARBITRATION PROCEDURE**

Section 1. Disputes concerning the application or interpretation of this Agreement shall be submitted to grievance and arbitration in accordance with the following procedure:

Step 1: The employee may take up the matter with their supervisor on an informal basis in order to settle the matter promptly. An aggrieved employee may have the Union steward assist with *Step 1* if the employee so desires.

Step 2: The Union representative shall take up the matter with the company's resident manager within fourteen (14) calendar days of the occurrence complained of. If no settlement is reached within seven (7) calendar days after the occurrence complained of, the matter may be referred within seven (7) days thereafter to *Step 3* of the procedure.

Step 3: A Union representative shall refer the matter in writing to the Company's Area Representative (District Manager). If the matter is not settled at the step within seven (7) calendar days of referral, it may be referred within seven (7) calendar days thereafter to the corporate home office.

Step 4: The Union representative and a Corporate Labor Relations representative designated by the home office will discuss the matter. If the grievance is not settled within seven (7) calendar days of the reference to the corporate home office, the matter may within seven (7) calendar days thereafter be referred to arbitration.

Step 5: If the matter is referred to arbitration and the parties are unable to agree on an impartial arbitrator, the matter shall be referred to the Federal Mediation and Conciliation Service. The arbitration will be governed by the rules of the Federal Mediation and Conciliation Service. Expenses will be shared equally by the Company and the Union. The arbitrator shall be bound by the terms of the contract and shall not be empowered to add to or subtract from said terms.

Section 2. Either party, while awaiting the services of an arbitrator, shall have the right to request the services of a mediator for the purposes of attempting to reach a settlement on the arbitrable issue prior to arbitration. The parties agree to use the services of FMCS.

## **ARTICLE 13**

### **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.

The Employer will administer progressive discipline as follows:

- a. First written warning.
- b. Second written warning.



- c. A final warning with disciplinary suspension of up to three (3) scheduled workdays.
- d. Suspension pending investigation and decision to discharge.

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 a 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 or sent electronically 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 14** **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. 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 3. 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.

Section 4. Labor Conventions. Whenever any employee is delegated to attend Conventions of Labor which require their absence from work, the Employer agrees that such absence shall be allowed without pay. However, such leave shall be limited to not more than two (2) employees annually.

Section 5. Military Leave. All laws governing the rights and privileges of honorably discharge service personnel (military and naval services) pertaining to re-employment shall be applied and adhered to in this Agreement.

Section 6. 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 their regular pay at straight time rates. To become eligible for such payment, the employee must inform their supervisor, in writing, of the call to Jury Service within seventy-two (72) hours (exclusive of their 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 7. Funeral Leave. If a death occurs in the immediate family of any 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 8. FMLA/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 leave 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 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 9. Return from Leave. Any employee returning from 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 10. 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 15**

### **SICK/PERSONAL LEAVE**

Section 1. For all employees, eligibility for paid sick leave will be based on the following schedule:

1. Employees with zero (0) through five (5) years of service:  
Employees will receive up to twenty-four (24) hours of sick leave accrued at .0116 per hours paid. Effective 1/1/2024 employees will receive up to forty-eight (48) hours accrued at .033 per hours paid with a cumulative maximum of eighty (80) hours.
2. Employees with six (6) through eight (8) years of service.  
Employees will receive up to forty-eight (48) hours of sick leave accrued at .0230 per hours paid. Effective 1/1/2024 employees will receive up to forty-eight hours accrued at .033 hours paid with a cumulative maximum of eighty (80) hours.
3. Employees with nine (9) or more years of service:  
Employees will receive up to seventy-two (72) hours of sick leave accrued at .0346 per hours paid with a cumulative maximum of eighty (80) hours effective 1/1/24.

Section 3. An employee who is absent must notify the Employer at least two (2) hours before the start of their regularly scheduled workday when feasible, but in no case less than one (1) hour in advance, unless a proper excuse is presented of the employee's inability to call. Upon proper notification, sick leave shall commence.

Section 4. The parties agree that employees who complete a calendar year of service without using any sick leave may request at year end pay-out of earned sick leave up to a maximum of five (5) days at their regular rate of pay with the remaining balance to be added to their accrued accumulation.

Section 6. Employees will be provided with the total number of accrued sick/personal hours that are available to be used and a total of hours used at the end of each payroll period.

## **ARTICLE 16**

### **MEALS AND UNIFORMS**

Section 1. Uniforms. All employees will be furnished with the required uniforms. Employees shall be responsible for laundering & maintaining their uniform. All employees will receive reimbursement for one (1) pair of shoes that are pre-approved by the Employer. The 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 the present locker facilities.

Section 3. Meals. All covered employees shall be provided without charge or wage deductions two (2) meals 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 be on the employee's own time. The second meal is to be eaten either before commencing or after completing the shift. Meals shall be furnished by the Company without cost to the employees. Certain drinks and food items may be excluded from employee meals. Employees may not take meals from the property.

## **ARTICLE 17 HOLIDAYS**

Section 1. Named Holidays. The following days or the day on which they are observed by General Mills employees shall be recognized as holidays with straight time pay: New Year's Day, Employee's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, 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 workday prior to and the first regularly scheduled workday 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.

Section 5. Part-Time Employees. Part-time employees shall receive holiday pay on a pro-rata basis.

Section 6. On-Call Employees. On-call employees who average fifteen (15) 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.

Section 7. Holiday Shutdowns. Full-time employees are eligible to receive fifty percent (50%) of their normally scheduled hours paid for a maximum of five (5) days to be used during the Christmas shutdown period.

## **ARTICLE 18 VACATIONS**

Section 1. Eligibility. Eligibility for vacations will be computed as of the annual anniversary date for each employee's most recent hiring. Vacations may be scheduled throughout the year but must be at a time and number consistent with the operating requirements of the Company. Preference for available vacation dates will be offered on the basis of classification seniority. Employees may exercise their seniority two (2) times per year for the purpose of expressing their choice of vacation. Employees may elect to schedule one (1) week of vacation each year in increments of less than one (1) week but no less than one (1) day.

Section 2. Vacation Schedule. Full-time employees shall receive paid vacations according to the following schedule (based on anniversary year eligibility). For employees hired on 3/17/2003 from the previous accounts at the same property, prior seniority date shall be used for purposes of calculating length of vacation.

Continuous Seniority

Date of Hire to 12 months  
13 months through 84 months  
85 months through 120 months  
121 months or more

Vacation

Accrual of 0.0193 per hour paid up to 40 hours.  
Accrual of 0.0385 per hour paid up to 80 hours.  
Accrual of 0.0577 per hour paid up to 120 hours.  
Accrual of 0.0769 per hour paid up to 160 hours.

Employees hired as of September 1, 2021, with eighteen (18) years of service or more shall accrue vacation in the amount of 0.0962 per hour paid up to two hundred hours.

Vacation will vest on September 1st each year.

Part-time employees shall receive vacation pay on a pro-rata basis.

Employees may carry over up to forty (40) hours of vacation per year not to exceed a total of two hundred and forty (240) hours at any time.

Section 3. Terminated Employees. Any employee whose employment is terminated for any reason shall be entitled to all earned and accrued vacation benefits as may be due such employee and shall receive such benefits as provided above immediately on severance of employment. Employees who are terminated for dishonesty, fighting, violation of substance abuse policies, or gross misconduct, shall not be entitled to unvested vacation pay upon termination.

Section 4. Vacation Approval. Vacation requests shall be approved in writing within seven (7) days of the time such request is submitted. Once approved, vacation time may not be changed except by mutual agreement between the Employer and the employee.

Section 5. If employees' available vacation is not reported on the standard pay stub, the Employer shall provide on a quarterly basis a report indicating each employee's available vacation.

## **ARTICLE 19 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 20 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 21 HEALTH, LIFE, DISABILITY AND 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 for which contributions are to be made.

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 credit for any applicable monthly payment submitted during the month of change.

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

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

**Section 2. General Provisions.** The Employer shall contribute to the Fund for all eligible employees. An eligible employee is defined as an employee who: a) regularly works thirty (30) hours or more per week if hired after April 1, 2022; or b) regularly works twenty (20) hours or more per week if hired prior to April 1, 2022.

The following classes of employees shall be covered by this Agreement and shall be eligible for contributions to the Fund: Food Service Worker/Cook, Food Service Worker/Catering Attendant and Food Service Worker/Utility.

The Employer will begin making contributions to the Fund for eligible employees upon earlier of:

- (a) The first of the month following two (2) months of employment; or
- (b) The completion of one thousand (1,000) hours of service.

**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>
1/1/23	\$685.00	\$1,460.93	\$1,142.62	\$2,029.09
1/1/24	\$695.00	\$1,482.85	\$1,159.76	\$2,059.52

**Dental HMO – Monthly Rates**

<u>Effective Date</u>	<u>Single</u>	<u>Single+ Spouse</u>	<u>Single+ Child(ren)</u>	<u>Family</u>
1/1/23	\$15.68	\$38.70	\$37.36	\$53.77

1/1/24 To Be  
Determined

### Basic Vision – Monthly Rates

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

The Employer will submit Life and AD&D contributions tot 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>
1/1/23	\$1.90
1/1/24	\$1.90

Effective January 1, 2024, 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 Medical.

Effective September 1, 2023 and for the life of this agreement, the Employer will deduct eleven percent (11%) of said coverage contributions from employee's paychecks on a weekly basis for single coverage; dependent medical coverage will cost the difference between what the Employer would pay for single coverage and the full cost of the premium for the dependent level of coverage selected.

Effective September 1, 2023 and for the life of this agreement, the Employer will deduct six percent (6%) of said coverage contributions from employee's paychecks on a weekly basis for single dental coverage; dependent dental coverage will cost the difference between what the Employer would pay for single coverage and the full cost of the premium for the dependent level of coverage selected.

Effective September 1, 2023 and for the life of this agreement, the Employer will deduct thirty percent (30%) of said coverage contributions from employee's paychecks on a weekly basis for single vision coverage; dependent vision coverage will cost the difference between what the Employer would pay for single coverage and the full cost of the premium for the dependent level of coverage selected.

The employee share of the premium will be deducted each week through payroll deduction. The employee's weekly deduction will be calculated based on the total annual amount owed by the employee divided by fifty-two (52).

The Employer will submit the entire contribution to the Fund on a monthly basis on behalf of all eligible employees who have paid their portion of the contribution.

Section 5. Enrollment. The Employer and the Union will hold an initial open enrollment and benefits engagement event on the Employer's premises within the Fund-specified enrollment period. The Employer shall release for thirty (30) minutes on work time all employees eligible to enroll to meet with a representative of the Union, who will show employees how to enroll electronically and explain important information about FSP II.

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.

**Section 6. 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 (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 Unit will be required to attend.
- e. Employees attending such meeting will be paid at their normal hourly rate.
- f. The meeting will be run by staff from UNITE HERE HEALTH and/or the Union.
- g. The General Manager and/or local Human Resources Representative will attend this meeting in order to better be able to answer any questions they may receive from employees.
- h. The General Manager and/or local Human Resource Representative and Local Union Representative will coordinate to determine if the location needs to have one mandatory meeting or multiple meetings to accommodate differing days off and/or shifts.

## **ARTICLE 22** **401 (k) PLAN**

Employees may participate in the Employer's 401(k) plan according to the Terms and Conditions, rules, policies, and eligibilities of that Plan, which may be changed from time to time by the Employer in its sole discretion, without bargaining with the Union. This waiver of bargaining will continue in effect following the expiration of this Agreement, until changed by written agreement of the parties.

## **ARTICLE 23** **SUCCESSORS AND ASSIGNS**

**Section 1.** This Agreement shall be binding upon all successors to whom the Employer may transfer the business or any part thereof. The term "successors" includes purchasers, assignees, receivers, lessees, subleases and any and all transferees similar to those herein listed.

**Section 2.** The Employer shall furnish the Union prompt and reasonable notice of any agreement consummated to sell or transfer the business or any part thereof to another.

**Section 3.** The Employer shall notify in writing any such successor of this Collective Bargaining Agreement its binding effect upon such successor and furnish a copy of such notification to the Union.

**Section 4.** It is understood and agreed that if Company should terminate or have terminated its food service contract, all financial obligations of Company under this Agreement shall be terminated as of the end of the last day on which Company provides food service at the location covered by this Agreement.



## **ARTICLE 24**

### **ALCOHOL AND DRUG ABUSE POLICY**

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

Section 2. The Employer may implement a drug and alcohol testing policy, which includes testing for reasonable cause, testing in conjunction with an accident or injury, and pre employment testing.

## **ARTICLE 25**

### **TEMPORARY TRANSITIONAL DUTY PROGRAM**

Section 1. In order to facilitate the return to work of an employee who has suffered an on-the-job injury or illness, the Company may implement a Temporary Transitional Duty program, to provide a temporary, modified work assignment until the employee reaches Maximum Medical Improvement, but in no case longer than ninety (90) calendar days.

Section 2. Prior to offering a Temporary Transitional Duty assignment to an employee, the Company will give the Union seven (7) calendar days' notice of the proposed position and modifications. If the Union objects to the assignment for good cause, the Company will delay implementation of the proposed assignment for up to seven additional calendar days, during which time the parties will meet (in person or by telephone) to review and attempt to resolve the Union's objections. If the parties are unable to agree, the Company may proceed with the implementation of the assignment and the Union may pursue the matter through grievance and arbitration procedures.

Section 3. No employee shall be disciplined for rejecting a Temporary Transitional Duty assignment. However, the rejection may have an impact on the employee's entitlement to workers' compensation benefits, depending on the applicable state workers' compensation law.

Section 4. Nothing herein shall be deemed to require the Company to offer a Temporary Transitional Duty assignment to any employee. No Temporary Transitional Duty assignment may be extended beyond ninety (90) days unless a further extension is mutually agreed to in writing by the Employer and Union representatives. No Temporary Transitional Duty assignment may become permanent without the express written consent of the parties.

Section 5. Nothing herein shall be construed to add to or diminish the obligations of the parties under the Americans with Disabilities Act and/or state or local law relating to the Americans with Disabilities Act.

## **ARTICLE 26**

### **TERM OF AGREEMENT**

Section 1. This Agreement shall commence on May 31, 2024, and continue in full force and effect up to and including June 24, 2026. 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.

**Compass One  
At GENERAL MILLS MAIN GROUP OFFICE #1  
GENERAL MILLS BOULEVARD  
GOLDEN VALLEY, MN**

DocuSigned by:

*Chad Hexum*

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**UNITE HERE LOCAL #17 AFL-CIO**

DocuSigned by:

*Christa Sarrack*

CE5B10E4E5B649A...

**Christina Sarrack, President  
UNITE HERE, Local #17**

DocuSigned by:

*Sheigh Freeberg*

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**Sheigh Freeberg, Sec Treasurer  
UNITE HERE, Local #17**

## **APPENDIX "A"**

### **CLASSIFICATION AND SCHEDULE OF WAGES**

**Section 1.** Rates for Classifications

**Section 1.** Rates for Classifications

<b>CLASSIFICATION</b>			
	Pay Period After Ratification	8/1/24	8/1/25
Cook	\$19.50	\$20.00	\$20.50
Catering Attendant	\$20.00	\$20.50	\$21.00
Utility	\$19.50	\$20.00	\$20.50

**Section 2. General Wage increases**

Employees shall receive the following General Wage Increase as follows: Effective payroll

period following ratification - \$1.00

Effective August 1, 2024 - \$.60

Effective August 1, 2025 - \$.60

**Section 3.** Lead Premium

All designated Leads shall receive one dollar and thirty cents (\$1.30) over the classification rate.

**Section 4.** Any employee who receives a promotion to a higher classification shall receive twenty-five cents (\$0.25) per hour above the employee's current rate of pay or the rate of that higher classification, whichever is greater.

An employee who bids on and accepts, or bumps into a lower paying job, shall be paid the rate corresponding to the job accepted, or will have their current hourly rate of pay reduced by the difference in pay between the contract rate of pay for their classification and the contract rate of pay for the classification they move into, whichever is less.

**Section 5.** Longevity Pay - All Classifications-

Upon Completion of:

Five (5) Years of Service	Ten	fifteen cents (15¢) hour
(10) Years of Service	Fifteen	twenty-five cents (25¢) total per hour (+10¢)
(15) Years of Service	Twenty	thirty-five cents (35¢) total per hour(+ 10¢)
(20) Years of Service		forty-five cents (45¢) total per hour(+ 10¢)

**APPENDIX "B"**  
**CALL IN PROCEDURE**

Employees are required to call two (2) hours in advance of their schedule work time to report their absence when feasible, but in no case less than one (1) hour in advance. If the employee is unable to speak directly to a manager when they call in the first time, the employee shall call during regular office hours - 8:15 A.M. to 3:00 P.M. - to speak directly to a manager. If the employee is unable to reach a manager during regular office hours, the employee shall leave a message with as much information as possible for the manager and a phone number and time when the manager may call the employee if the manager needs more information.

This procedure shall not be changed without agreement between the Employer and the Union. This procedure shall be posted and a copy of same given to all employees.

## **SIDE LETTER**

Compass One at General Mills Main Group Office Minneapolis, MN ("Employer" or "Company"), Unite Here Local Union No. 17 AFL-CIO ("Union"), are parties to a collective bargaining agreement ("Agreement") that is effective from May 31, 2024 through June 24, 2026.

As a result of the negotiations that resulted in the aforementioned Agreement, the Employer and Union agree to the following:

### Classifications

The classifications of Executive Attendant and Inventory Clerk, Baker, Banquet Cook, First Cook, Grill Cook, Food Service Worker and Cashier are not currently utilized classifications at the operation. Should the operation need to utilize these classifications, the Employer will meet and confer with the Union prior to implementing the classifications.

### On Call Employees

The Employer and Union will meet and confer annually or upon request to review the utilization of on-call employees.