

**AGREEMENT
BY AND BETWEEN**

**BON APPETIT
AT
ST OLAF COLLEGE**

AND

UNITE HERE LOCAL 17

EFFECTIVE DATES:

FROM: 01/01/2024

TO: 12/31/2026

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PREAMBLE

Section 1. This AGREEMENT made and entered into by and between Bon Appetit at St Olaf College and UNITE HERE Local 17 (“Union”), is for the purpose of providing a clear and concise document by which the parties can equitably establish a relationship within the meaning of the National Labor Relations Act.

Section 2. The Employer and the Union share a common goal of fostering an amicable and collaborative relationship that will directly facilitate the delivery of efficient, high-quality services to the Employer’s clients and customers at competitive costs by employees who enjoy reasonable wages, benefits, and working conditions. Accordingly, the Employer and the Union recognize that it is the best interest of both parties and the employees that mutual responsibility and respect characterize all dealings between them. The Employer and the Union representatives at all levels will apply the terms of this Agreement fairly in accordance with its intent and meaning and consistent with the Union’s status as exclusive bargaining representative of all employees, as defined in Article 1 and the Employer’s right to manage the business profitably.

ARTICLE 1 **RECOGNITION**

Section 1. The Employer recognizes the Union, in accordance with the NLRB Certification of Representative, as the sole and exclusive collective bargaining representative for all full-time and regular part-time food service employees employed by the Employer at its dining services operation located at St Olaf College; but excluding chefs, office clerical employees, professional employees, managerial employees, guards and supervisors as defined in the Act.

ARTICLE 2 **DEFINITIONS**

Section 1. Full-Time Employee: A “full-time employee” is one who regularly works thirty (30) or more hours per week.

Section 2. Part-Time Employee: A “part-time employee” is one who regularly works fewer than thirty (30) hours per week.

Section 3. Casual Employee: A “casual employee” is one who is scheduled to work on an as needed, non-regular basis.

Section 4. Working Day/Days: When used to define time limits for notices, meetings, postings, and the Grievance and Arbitration process, “working day” means Monday through Friday, exclusive of fixed holidays under this Agreement and days on which the unit is closed.

ARTICLE 3

RESPECT AND DIGNITY

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

ARTICLE 4

NON-DISCRIMINATION

Section 1. The Employer will not discriminate against or harass any of the Employer's employees because of the employee's race, color, religion, sex, sexual orientation, age, national origin, disability, veteran status or any other personal characteristic that is protected by applicable law. The Employer also agrees that it will not retaliate against any of the Employer's employees who complain of discrimination or harassment or who participate in an investigation regarding discrimination or harassment.

The Employer and the Union agree that each bargaining unit member is also obligated not to discriminate, harass, or retaliate based on any of the protected characteristics described above against any other employee or anyone with whom the employee has contact on the Employer's and/or client's premises during the course of the employee's workday.

Section 2. Americans with Disabilities Act. This Agreement shall be interpreted to permit the reasonable accommodation of disabled persons as required by state and/or federal law, including the Americans with Disabilities Act (ADA). In the event such conflicting accommodation is permitted only if required to comply with said laws, the parties, at either's request, shall meet to discuss the proposed accommodation. The parties agree that any accommodation made by the Employer with the respect to job duties or any other term or condition of employment shall not in any way become applicable to any other individual, class or group of employees, but shall apply only to the person or persons accommodated in the particular situation. The fact that such person or persons was accommodated, and the manner and method of such accommodation, shall be without precedent and, therefore, may not be used or relied upon by any person for any purpose at any time in the future.

Section 3. Ethnic Diversity and Cultural Issues. The parties recognize the importance of creating an inclusive workplace where employees of diverse backgrounds can work and communicate effectively and have agreed to measures as set forth as follows:

- a. The parties recognize that many recent immigrant workers are employed by the Employer and are a vital element to the success of the facility. While English is the language of the workplace, the Employer recognizes the right of employees to use the language of their own choice among themselves where such use does not adversely affect the operation, work performance, or customer service levels.
- b. The Employer is committed to a program to improve its ability to communicate

with employees who do not communicate in English and will consider reasonable recommendations of the labor management committee to accomplish this.

- c. If a substantial number of Employees at the Unit have a primary language other than English, the Employer will take reasonable steps, where practical, to post significant notices in both English and the predominant non-English language. If management cannot communicate effectively with an employee, the Employer will allow, upon request and if available, an employee translator from the bargaining unit chosen by the employee to facilitate communications, provided the individual is on the premises at the time requested.

Section 4. Pregnancy Protection. If an employee so requests, and consistent with both the employee and Employer's obligations under applicable law, the Employer shall provide a reasonable accommodation related to such employee's pregnancy, childbirth, or related conditions, including but not limited to the need to express milk for a nursing child. "Reasonable accommodation" may include, but not be limited to, more frequent or longer breaks, time off to recover from childbirth, temporary transfer to a less strenuous or less hazardous position, job restructuring, light duty, additional break time, reduction in room assignments, private non-bathroom space to express breast milk, assistance with manual labor and modified work schedules. Any time off provided as a reasonable accommodation will run concurrently with any protected leave the employee is otherwise entitled to take for the condition under applicable law.

ARTICLE 5

GENDER IDENTITY

Section 1. Names. The Employer agrees to respect the stated names and pronouns of all employees regardless of any employment or legal documents. In all public facing documents only the Employee's stated name will be printed.

Section 2. Pronouns. The Employer agrees to print pronouns, as stated by the employee, on the employee's nametag if requested by the employee. If the employee notifies the company of a change in pronouns, the company will provide new name tags at no cost.

Section 3. Changing Area. The Employer will provide a single stall gender-neutral changing area or bathroom for use by employees. The changing area or bathroom must be easily accessible and clearly labeled as gender neutral. If the client facility limits the ability to provide such area, the company agrees to discuss alternatives in a Joint Labor Management Meeting. The Employer commits to advocating for such a space to the client.

ARTICLE 6

MANAGEMENT'S RIGHTS

Section 1. The Union recognizes the right of the Employer to operate and manage its business. All rights, functions, prerogatives, and discretions of the management of the Employer, formerly exercised, potentially exercised or otherwise, are vested exclusively with the Employer, except only to the extent that such rights are specifically and explicitly modified by the express provisions of this Agreement.

Section 2. Except as modified by this Agreement, the Employer's right to manage its business shall include, but not be limited to, the right to hire, promote, transfer, assign, and direct its work force; to discipline, suspend, or discharge for just cause; to retire or relieve employees from duty because of lack of work or other legitimate reasons; to determine and require standards of performance and to maintain discipline, order and efficiency; to determine operating standards, operational and other policies; to determine methods and procedures; to determine the quantity and type of equipment to be used; to increase or decrease the work force; to determine the number of departments and employees therein, and the work performed by them; to determine processes to be employed in the work place; to determine the number of hours per day or week individuals work and operations that shall be carried on; to establish and change work schedules, hours and assignments; to subcontract as long as it does not result in the layoff or displacement of employees, except in cases of significant mechanical breakdown, fire, or flood; to discontinue or relocate any portion or all of the operations now or in the future that are carried on at the facility covered by this Agreement; to schedule hours of work, including overtime; to add shifts or terminate existing shifts in accordance with customer need; to make and enforce all reasonable rules relating to work, operations, and safety.

ARTICLE 7

UNION MEMBERSHIP

Section 1. Good standing membership in the Union or paying fees in lieu thereof shall be a condition of employment with the Employer for all bargaining unit employees who have such membership or paying fees in lieu thereof on the date of execution of this Agreement; it shall also be a condition of employment with the Employer for all other bargaining unit employees on and after the thirtieth (30th) day following the execution or effective date of this Agreement, or on or after the thirtieth (30th) day following the beginning of their employment, whichever is the later except where prohibited by law.

The failure of any employee to become a member of the Union or pay fees in lieu thereof at such required times shall obligate the Employer, upon written notice from the Union to such effect and with proper documentation, and to the further effect that Union membership or payment fees in lieu thereof were available to such employee on the same terms and conditions generally available to other members, to forthwith discharge such employee. Further, this failure of any employee to maintain their Union membership in good standing or payment fees in lieu thereof as required herein shall, upon written notice to the Company to such effect, obligate the Employer to forthwith discharge such employee.

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer in compliance with any of the provisions of this Section.

Section 2. Good standing membership in the Union for purposes of this Article means such membership in the Union through membership in UNITE HERE Local 17.

Section 3. To simplify the Employer's and the Union's administration of this Section, the Employer shall upon the hiring of new employees provide each employee an application for union membership and dues check-off authorization form.

Union will be permitted to provide each employee an application for union membership and dues check off authorization form during onboarding process. The Employer shall remit the completed forms to the union monthly.

Section 4. New Employee Orientation. It is in the interest of the Employer and the Union that all newly hired employees are informed of the rights, obligations, and benefits of their employment with the Employer. Accordingly, the Employer shall schedule thirty (30) minutes for a Union representative and/or shop steward to meet with the newly hired employees on the first day of orientation notify the Union and the Union Steward of all new employees immediately upon hire. Each newly hired bargaining unit employee shall, during the employee's first month of employment, be scheduled at a time mutually agreeable to the parties for an orientation which shall be provided by the Union.

Section 5. Employer Neutrality. The Employer will maintain a neutral approach to Employees participation in the Union. The Employer, including all its managers, supervisors, agents, and representatives, will not take any action nor make any statement that will directly or indirectly state or imply any opposition to employee's participation in the Union.

ARTICLE 8

DEDUCTION OF UNION DUES

Section 1. The Employer agrees to deduct uniform monthly dues or fees in lieu thereof from the wages of each employee who so authorizes such deduction, the amount of regular initiation fees and monthly Union dues or fees in lieu thereof as certified to the Employer by the Secretary/Treasurer of the Union. Except for the deduction of fees other than dues, the Employer will not deduct more than one (1) month's dues from any single paycheck, or more than two (2) months dues in any single month.

Section 2. The Employer shall remit each month to the Union, the amount of deductions made for that particular month including initiation fees, reinstatement fees, membership dues, and arrears, together with a list of employees with their social security numbers, hourly rate of pay, and arrearages per week/month, for whom such deductions have been made, and for those employees for whom no deductions were made a reason why. The list will indicate all official personnel actions that result in a change in status of bargaining unit members, including new hires, terminations, leaves of absence, and layoffs. The remittance shall be forwarded before the twenty-fifth (25th) of the month following the month in which deductions are made. The Parties agree that they shall continue to meet and confer regarding the implementation of methods and processes that will improve the efficiency of compiling and transmitting information relevant to such deductions, including doing so electronically if possible.

Section 4. The Union shall hold harmless the Employer from any and all claims that may arise out of the Employer's compliance with this Article.

Section 5. TIP Checkoff. The Employer agrees to honor political contribution deduction authorization from employees in the following form:

UNITE HERE MN TIP Political Action Committee: GIVING WORKERS A VOICE!

I, _____ hereby authorize and direct the PAYROLL DEPARTMENT OF _____ to deduct from my salary the sum of \$2/\$5/_____ per month and to transmit that sum to the MN State Council of UNITE HERE Unions Political Action Committee. My signature shows I understand that (1) my contributions will be used for political purposes to advance the interests of the members of UNITE HERE, their families, and all workers, including support of State and Local candidates and political committees and addressing political issues of public importance; (2) this authorization is voluntary, and contributing to the MN State Council of UNITE HERE Unions Political Action Committee is not a condition of membership in UNITE HERE or any of its affiliates, or a condition of employment; (3) I may refuse to contribute without reprisal; (4) any guideline contribution amounts proposed by UNITE HERE are only suggestions; I may contribute more or less than those amounts, and I will not be favored or disadvantaged by UNITE HERE or the employer because of the amount of my contributions or my decision not to contribute; and (5) only union members and executive/administrative staff who are U.S. citizens or lawful permanent residents are eligible to contribute. Contributions or gifts to the MN State Council of UNITE HERE Unions Political Action Committee are not deductible for federal income tax purposes. This authorization shall remain in effect until revoked in writing by me. This authorization shall apply while I am employed by my current employer and while I am employed by any future employers that have contracts or bargain collectively with UNITE HERE Local 17.

Signature _____ of _____ Employee _____
Date _____

Voluntary Political Deduction -The Employer shall deduct and transmit to the MN State Council of UNITE HERE Unions Political Action Committee the amount of contribution specified, at a flat dollar amount, for each payroll period or other designated period worked from the wages of those employees who voluntarily authorize such contribution at least seven (7) days prior to the next scheduled pay period, on the form provided for that purpose by the MN State Council of UNITE HERE Unions Political Action Committee. These transmittals shall occur no later than the twenty-fifth (25th) day of the following month, and shall be accompanied by a list setting forth as to each contributing employee his or her name, address, occupation, rate of PAC payroll deduction by the payroll or other designated period, and contribution amount. The parties acknowledge that the Employer's costs of administration of this PAC payroll deduction have been taken into account by the parties in their negotiation of this Agreement and have been incorporated in the wage, salary and benefits provision of this Agreement. The company shall send these transmittals and this list to: Treasurer, MN State Council of UNITE HERE Unions Political Action Committee, 312 Central Ave Suite 444, Minneapolis, MN 55414.

ARTICLE 9

BARGAINING UNIT WORK

Section 1. Managers and Supervisors will not perform bargaining unit work except when there are no unit employees to perform the work needed, or when such is necessary for legitimate and immediate needs or for the instruction of personnel, or in cases of emergencies and/or complete daily operational functions. In no case shall supervisors or non-bargaining unit workers be utilized to erode the bargaining unit. Management may work side by side with employees to complete daily tasks, this is not meant to erode the membership population but rather to complete tasks in a team format.

Section 2. The Employer will make efforts to limit the hiring of temporary agency employees; however, there may be circumstances when the use of temporary agency employees is necessary. The use of temporary agency employees shall not permanently displace regular bargaining unit employees nor deprive bargaining unit employees of opportunities for overtime.

Section 3. In no case will temporary employees or other non-bargaining unit employees be used to fill vacant positions (due to terminations, resignation or an expansion of the bargaining unit, etc.) for longer than thirty (30) days.

ARTICLE 10

LABOR-MANAGEMENT COMMITTEE

Section 1. The Employer and Union agree that there shall be a Labor-Management Committee consisting of no more than three (3) individuals from each party, depending on unit size. Committee members shall be designated, in writing, by each party to the other. Meetings will be held at mutually agreeable times and places so as to apprise the other of problems, concerns, and suggestions related to the operations and the work force, all with the aim of promoting better understanding between the parties. Meetings will be held within fifteen (15) days after either party so requests, but not more than one (1) time each month during the academic year. A written agenda shall be established for each meeting. Such meetings shall not be construed as opening the Agreement for negotiations, nor shall any subject matter at the meetings constitute a step in the grievance procedure. Employees shall be paid at their regular hourly rate for time spent at Labor-Management Committee meetings.

ARTICLE 11

SAFETY

Section 1. The Employer is responsible for maintaining a safe working environment and shall supply all safety devices and equipment required by law.

Section 2. Protective Equipment. The Employer shall make available appropriate personal protective equipment at no cost to the employee. If an employee destroys or damages the protective equipment provided to the employee or loses the equipment where a secure space for storage has been provided, the employee will be responsible for the cost of replacement. Employees shall not be responsible for the cost of replacement for protective equipment that is replaced as a result of normal wear and tear, regularly scheduled replacement, or replacement resulting from circumstances beyond the employee's control. The Employer shall supply adequate floor mats for dish rooms and other slippery spaces, as well as anti-fatigue mats.

ARTICLE 12

UNION VISITATION

Section 1. This Article provides a Union visitation process that will ensure the proper balance between operations and the accredited representative visitation to the Employer's public and private business areas for the purposes of conferring with the Employer and the Union Steward and monitoring the administration of this Agreement.

Section 2. An authorized representative of the Union will make reasonable attempts to notify the General Manager or authorized designee in advance of arriving on the Employer's or client's premises of their desire to visit. Upon arrival on the Employer's or client's premises, the Union accredited representative will make reasonable attempts to

notify the General Manager or authorized designee, in person, of their presence prior to having a discussion with any employee. Such visitation shall not interfere with the work of the employees or the service to the customers of the Employer and will follow the client's security regulations.

ARTICLE 13

UNION STEWARDS

Section 1. The number of Union Stewards shall be three (3). The Union shall advise the Employer in writing of the names of Union Stewards and Chief Steward. Only one (1) Union Steward on paid time and no more than three (3) Union Stewards on unpaid time, shall participate in each grievance procedure, unless the steward is a Grievant, in which case they shall also be entitled to representation. Union Stewards, unless the Steward is the grievant, shall be recognized by the Employer as representatives of the employees for the purposes of enforcing this Agreement, and shall generally act as representatives of the Union on the job.

Section 2. If the overall number of bargaining unit employees—either in the total unit, on a specific shift, or in a specific work area—changes significantly, the Parties will meet to discuss the number of Stewards.

Section 3. A Steward may request to be released from their regular duties to investigate grievances on Employer time. Requests to conduct such investigations shall not be unreasonably withheld. The Steward shall contact their supervisor in advance to determine a time when such investigation will not interfere with the Steward's work and the work of the person with whom the Steward wants to meet.

Section 4. No Steward shall have any authority to order or cause any strike, slowdown, or cessation of work, and the Steward shall not interfere with the Manager in the Manager's running of the Unit.

Section 5. Upon the Union's request and subject to the Employer's business requirements, union members serving as stewards or alternate stewards under this contract shall be granted special training leaves to attend group trainings provided by the union. The size of the group attending such training will be subject to business needs of the Employer but shall not be less than half (1/2) the number of stewards provided for in this contract, and the time period for such group training leave shall not exceed two (2) days in any month or four (4) days in any year. Such leaves will be unpaid and will not adversely affect an employee's seniority or benefits. The Union will work with the Employer to schedule such training in a manner that minimizes the impact of the attendees' absence on the Employer's business and will provide the Employer with as much notice as is practicable, which in any event shall not be less than five (5) working days.

Section 6. The Union may appoint one (1) of the stewards as a "Chief" steward.

Section 7. The Chief Steward shall be released from duties with no loss of pay for no more than two (2) hours each month in order to speak with or meet with a Union Representative for purposes of training and contract administration. Scheduling of such release time will be subject to management approval.

ARTICLE 14

SENIORITY

Section 1. "Employer Seniority" shall be defined as the employee's length of continuous service with the Employer as measured from the employee's record date of hire by the Employer in the operation covered by this agreement. "Employer Seniority" for any employee who transfers into the unit after the effective date of this Agreement shall be defined as the employee's length of continuous service as measured from the employee's most recent date of hire by the Employer, provided that such date of hire shall not pre-date any break in service occurring before the transfer.

"Classification Seniority" shall be defined as the employee's length of continuous service within his/her classification as measured from the date the employee first entered the classification at this unit combined with the employee's "Classification Seniority" for any equal or higher paid classification that the employee has held within the bargaining unit, without a break in service.

Employer Seniority will be used for determining vacation eligibility. Classification Seniority will be used for purposes of layoff, recall, vacation scheduling, shift preference, overtime, and job bidding, except to the extent specifically provided otherwise in the following Articles: Job Posting (Article 15), Lay Off and Recall (Article 16), Hours of Work and Overtime (Article 21), and Vacation (Article 26).

In the event two (2) or more employees are hired on the same day their seniority shall be decided by a numerical suffix will be attached to the seniority date of such employees based on the last four digits of the employee's social security number. The employee with the lowest four-digit number shall be deemed the most senior.

Section 2. The Employer shall furnish to the Union, upon its request, a copy of an up-to-date seniority list every six (6) months which shall include the name and address of each employee along with their most recent job title, noting any who have quit and any who are on leave of absence.

Section 3. Continuous employment shall be broken for any of the following reason. If such continuous service is broken, the employee shall be considered a new employee for all purposes, if and when rehired:

- a. Resignation or other voluntary termination of employment.
- b. Discharge for just cause.
- c. Absence of three (3) consecutive days without notice to the Employer.
- d. Failure to return to work within ten (10) working days after the Employer gives the employee written notice to return to work, and failure to notify the Employer of their intentions to return to work within five (5) working days after such notice is given. Such notice shall be deemed to have been sufficiently given if sent to the employee by a reliable, documented, means to the last address furnished by the employee to management.
- e. Layoff without recall after a period of one (1) year from the date of layoff, or for a period equal to the employee's length of service, whichever is shorter.
- f. Working during a leave of absence, except for work in conjunction with a leave

- for Union business.
- g. Any absence beyond an authorized leave of absence.
 - h. A medical leave of absence of longer than twelve (12) months.

Section 4. Newly hired employees shall be deemed to be probationary during their first seven hundred and twenty (720) hours worked. The Employer may extend the probationary period for an additional thirty (30) calendar days. Days lost from work during the seven hundred and twenty (720) hour probation period shall not be considered in computing the seven hundred and twenty (720) hours worked period and shall not break the continuous employment. Notice of probation period extension shall be sent to the Union within five (5) working days of starting the extension period. During the probation period, an employee may be terminated in the sole discretion of the Employer without recourse to this Agreement. Unless otherwise provided in this Agreement, a probationary employee is not eligible for any benefits set forth in this Agreement.

ARTICLE 15 **JOB POSTING**

Section 1. Any new position or vacancy as determined by management shall be posted on a bulletin board that the employees read from, for not less than five (5) consecutive working days. Persons 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 of the opening by mail at 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, wages, and job description for the posted position. Copies of all postings shall be given to the Chief Steward on site and faxed to the Union office. Copies of completed postings shall be given to the Chief Steward and faxed to the Union office within ten (10) working days of the bid award.

Section 3. All such vacancies shall, as determined by management, be filled by awarding the position to the most senior qualified employee who bids for that position and has not been awarded a position within the last six (6) months. Employees will be transferred or promoted in accordance with their seniority, provided they have the necessary ability and experience and can meet the job description requirements. For purposes of this section, "seniority" shall mean Employer Seniority accrued at this unit.

Openings to which internal employees are to be transferred or promoted will be filled in a maximum of two (2) weeks, if possible. Vacancies resulting from the initial job posting shall be filled as provided in this Article up to a maximum of two (2) postings.

Nothing contained in this Article shall prevent the Employer from temporarily filling a job vacancy for up to ten (10) working days.

Section 4. If there are no qualified bidders in accordance with the preceding Sections, the Employer shall open the bidding to employees who have been awarded a position

within the last six months, provided they are qualified as stated in Section 3. If there are still no qualified bidders, the Employer shall have the right to go to the outside to fill the position.

Section 5. Any employee filling a job classification covered by this Agreement from a lower-paid classification shall be on a trial period for the first twenty (20) working days of employment in the new classification. If at any time during such trial period the Employer determines that the employee cannot meet the job requirements, the Employer may return the employee to that employee's former position. Also, if at any time during such trial period that the Employee determines that they do not wish to continue performing such job, that Employee, with notification to the Employer, may return to their former position. The employee so returned shall not suffer any loss of seniority. The decision to return the employee to their former position shall not be subject to any progressive discipline procedure.

Section 6. There shall be no restrictions on temporary or lateral transfers or transfers into a lower paying classification, as long as the Employer maintains the employee's current rate of pay. Whenever an employee is transferred to a lower paying job for their convenience (for example in lieu of layoff, bid on a lower paying job, etc.), the employee shall be paid the rate of the new job even if lower immediately.

ARTICLE 16

LAYOFF AND RECALL

Section 1. In the event the Employer finds it necessary to lay off employees due to lack of work, such layoffs shall be on the basis of the employee's Classification Seniority with the Employer. The employee with the least seniority in the classification affected shall be the first to be laid off.

Section 2. Employees shall be given fourteen (14) calendar days' notice, if possible, in cases of layoff.

Section 3. Laid off employees shall be given preference in reemployment if qualified. In the event of recall, employees shall be recalled in the reverse order of the layoff.

Section 4. The affected employee(s) may exercise one of the following options:

- a. The employee may bump a less senior employee in the same classification, or the employee may bump a less senior employee in their former classification if their seniority in the former classification exceeds that of the least senior employee in that classification. The employee so displaced may bump the least senior employee in the same or that employee may bump the least senior employee in their former classification if their seniority in the former classification exceeds that of the least senior employee in that classification.
- b. The affected employee(s) may opt to fill a vacancy in their own or lower paid classification if, in the Employer's opinion, they are qualified and have the ability to perform within that classification.
- c. Employee(s) who have been laid off or displaced shall have the right of recall

to any former job classification or any other job classification for which they are minimally qualified in their own or lower pay rate.

- d. When work becomes available in that employee's classification from which they were laid off or displaced, they will be recalled in reverse order of their layoff or displacement.
- e. For the purposes of recall notification, the Employer shall notify the employee by a reliable, documented, means at the last known address supplied by the employee. Employees must notify the Employer within five (5) working days of the date the message was received of their intent to report to work after notification. Employees shall report to work within three (3) working days after indicating their willingness to be reinstated.

Section 5. During the academic year, when there is a lack of work and schools are closed due to scheduled breaks, unscheduled breaks of two (2) continuous weeks or less, or where there is a limited continuation of operations of two (2) continuous weeks or less, then the provisions of this article do not apply. In such circumstances, schools that are open will continue to be staffed by the employees regularly assigned to those schools; in schools that are closed, those employees will not be scheduled to work.

ARTICLE 17

LEAVES OF ABSENCE

Section 1. Upon written notice to the Employer, an employee with at least one (1) year of service may apply for a personal leave of absence of up to sixty (60) calendar days. An employee must submit a written request at least thirty (30) calendar days in advance; however, the Employer will consider exceptions for unforeseen circumstances. The application shall specify the reason and the requested length of time for leave. The leave may be extended for thirty (30) calendar days by mutual agreement of the parties in writing in advance of the conclusion of the original leave and will not be unreasonably denied. The employee shall give a minimum of fourteen (14) calendar days' notice of such request. All leave requests shall be approved in the sole discretion of the Employer and must include a return-to-work date.

Section 2. 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 may be granted sick leave for a period not to exceed thirty (30) days. Such sick leave may 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 may be allowed maximum sick leave equal to their length of seniority. Employees with one (1) year or more of continuous service may 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 3. Union Leave. In the event an employee is hired or appointed to short-term employment with the Union, the employee shall be allowed to take leave, subject to the Employer's legitimate business needs. The Employee shall give a minimum of fourteen

(14) calendar day notice of such request. Such leave shall not exceed six (6) months. The Employer may grant an additional six (6) month extension. No more than one (1) employee from the bargaining unit may be on such leave at a time. The Employer shall continue to pay for the employee's benefits during such leave provided that the Union and/or the employee reimburses the Employer in full for such benefits beginning on the first day of the month following the commencement of such leave. During such leave, the Employer will continue the seniority of the employee on leave and the accrual of benefits based on seniority.

Section 4. An employee who enters the armed forces of the United States, or is called to active duty or military training, will be granted an unpaid leave of absence according to applicable laws.

Section 5. The Employer shall administer all leaves in accordance with the Family and Medical Leave Act (FMLA), Paid Leave law (when applicable) and applicable state law regarding leaves.

An unpaid medical leave of absence of up to twelve (12) months, inclusive of time spent on FMLA, shall be granted for a serious medical condition of an employee as defined by the FMLA. The Company may require certification of the serious medical condition.

Section 6. An employee returning from FMLA/medical leave/Union leave, or a personal leave of sixty (60) days or less, shall be entitled to reinstatement to their position, hours, and work unit unless the position has been eliminated or modified as a result of layoffs or other legitimate business needs. In such event, the employee may use their seniority as provided for in the Layoff and Recall Article (Article 16). Vacancies created by such leaves shall not be subject to the Job Posting requirements and may be filled temporarily at the employer's discretion.

Section 7. The Employer may, in accordance with the Job Posting requirements, fill vacancies created by personal leaves of more than sixty (60) days. Employees returning from personal leaves of more than sixty (60) days shall be entitled to fill an existing vacancy that is consistent with their seniority and qualifications.

Section 8. Holidays, vacations, sick days, and other benefit entitlements shall not continue to accrue during any leave of absence, except as required by applicable law and Section 2.

Section 9. Time to Vote. The Employer recognizes and encourages Employees' right to vote. To ensure Employees have time to meet their civic responsibilities, the Employer shall provide flexible scheduling per the Employers handbook and in compliance with all applicable laws.

ARTICLE 18

IMMIGRATION RIGHTS

Section 1. The Employer agrees to work with all legal immigrants to provide the opportunity to gain extensions, continuations or other status required by the Immigration and Naturalization Service without having to take leave of absence. If a leave of absence is necessary, the Employer agrees to give permission for the employee to leave for a

period of up to ninety (90) calendar days and return the employee to work with no loss of seniority. All of the above shall be in compliance with existing laws. Benefits shall not continue to accrue under this or any leave except as required by law.

Section 2.

- a. No employee covered by this agreement shall suffer any loss of seniority, compensation, or benefits due to any changes in the employee's name or social security number, provided that the new social security number is valid, and the employee is authorized to work in the United States. The Employer shall not take action against an employee solely because the employee is subject to an immigration proceeding where the employee is otherwise permitted to work.
- b. In the event that an employee has a problem with their right to work in the United States after completing their probationary period, the Employer shall notify the Union in writing prior to taking any action, and upon the Union's request, received by the Employer within forty-eight (48) hours of the Employer's notice to the Union, the Employer agrees to meet with the Union to discuss the nature of the problem to see if a resolution can be reached.
- c. In the event that the Employer receives notice from the Social Security Administration ("SSA") that one or more of the employee names and Social Security numbers ("SSN") that the Employer reported on the Wage and Tax Statements (Forms W-2) for the previous tax year do not agree with SSA's records, the Employer agrees to the following, unless otherwise required by law:
 1. The Employer agrees that it will not take any adverse action against any employee listed on the notice, including firing, laying off, suspending, retaliating, or discriminating against any such employee, solely as a result of the no-match letter.
 2. The Employer agrees that it will not require employees listed on the notice to complete new I-9 form, or provide new or additional proof of work authorization or immigration status, solely as a result of the receipt of a no-match letter, and
 3. The Employer agrees not to contact the SSA or any other governmental agency, solely as a result of receiving a no-match letter from the SSA.
- d. Seniority for immigration related issues.
 1. In the event that an employee is not authorized to work in the United States following their probationary period and their employment is terminated for this reason, and the employee subsequently corrects the problem within one hundred and eighty (180) calendar days, which may be extended for an additional one hundred and eighty (180) calendar days, based on management approval. Such requests shall not be unreasonably denied. The employee shall be rehired into the

next available position seniority reinstated, at a rate including any raises they would have received in the interim. If such employee either does not request an extension or is denied an extension and corrects the problem within one (1) year, the employee will receive preference for reemployment. The parties agree that this provision does not apply to circumstances wherein the employee has falsified Company documents.

2. If the employee needs additional time to obtain their work authorization, the Employer will rehire the employee into the next available opening in the employee's former classification, as a new hire without seniority, upon the employee providing proper work authorization within a maximum of twelve (12) additional months. The parties agree that such employees would be subject to a probationary period in this event.
3. The Employer will furnish a personalized letter stating the employee's rights and obligations under this Section to any employee terminated because they have not provided adequate proof they are authorized to work in the United States.

ARTICLE 19

DISCIPLINE & DISCHARGE/JUST CAUSE

Section 1. The Employer agrees that discipline shall be for just cause only. An employee may file a grievance concerning disciplinary action against them.

The Employer will take any discipline action promptly after learning of the circumstances on which the discipline is based. In general, the Employer will endeavor to take any such disciplinary action within three (3) business days after learning of the circumstances on which the discipline is based, unless there is a justifiable business reason for a reasonable extension of this period. The Employer will give its reasons for such discipline and/or discharge to the employee and the Union's Representative or designee immediately upon issuance of such disciplinary action.

Section 2. The parties recognize the principles and need for a method by which progressive discipline shall be provided. The Employer will administer progressive discipline as follows:

- a. First written warning.
- b. Second written warning.
- c. A final warning
- d. Suspension pending investigation and decision to discharge.

Section 3. The progressive disciplinary steps described in Section 2 will not be applied, and employees will be subject to suspension or summary discharge in cases of serious misconduct, such as gross insubordination; fraud, theft, or misappropriation of company or client funds or property; punching in or out for another employee or any other

falsification of records; vandalism; use, possession, sale, distribution, or being under the influence while at work of alcoholic beverages or illegal drugs or other controlled substances; possession of firearms or illegal weapons at the work place or while on duty; engaging in, abetting, or threatening violence, physical harm, or abuse of fellow employees, management, or customers; or other conduct of a similar nature, seriousness, or culpability.

Section 4. In any disciplinary proceeding, the Employer may not consider and/or utilize any material adverse to the employee that occurred more than twelve (12) months prior to the current disciplinary action with the exception of harassment.

Section 5. An employee shall be permitted to have a Shop Steward or Union Representative at any meeting with the Employer, or its agents, which meeting is for the purpose of investigating alleged misconduct by the employee that might be the basis for, or which may result in, discharge, suspension or other disciplinary action with respect to the employee.

If the employee indicates that they wish a steward/Union Representative to be present, and one is not available, the disciplinary meeting shall be temporarily postponed unless it is suspension or suspension with intent to discharge. In such cases, another bargaining unit person of the employee's choosing shall be asked to sit in as a witness. If it is not a suspension or suspension with intent to discharge, the discipline shall be delayed until a Union Steward/Union Representative can be available.

Section 6. Absence and tardiness issues shall be considered together on a separate track from other disciplinary issues.

Section 7. Interpreters. Upon the request an employee, the Employer shall endeavor to provide interpreters for employees not fluent in English during any investigate interview that may lead to discipline or discharge. The Union shall endeavor to provide an interpreter if the Employer does not have someone available.

Section 8. Confidentiality. The Employer may decline to give an employee the name of the complaining party, but must divulge such information (a) to the Union at the time of discipline, which information the Union shall keep confidential, and (b) to the employee at an arbitration hearing if so directed by the arbitrator.

Section 9. 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 10. Personnel Files. The Employer shall at reasonable times and at reasonable intervals, upon the request of an employee, permit that employee to inspect such employee's personnel files on their own time.

ARTICLE 20

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 ten (10) 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 ten (10) 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.

Mediation. After a grievance has been submitted to arbitration, and prior to any arbitration hearing, the parties may mutually agree to mediate the grievance in an effort to resolve the dispute. The mediator shall be requested from the Federal Mediation and Conciliation Service (FMCS) at no cost to the parties. The Employer and the Union shall give good faith consideration to the recommendations of the mediator.

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

Section 2. 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 3. 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 4. 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 5. 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 6. 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 7. 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 8. 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 21

SEXUAL AND OTHER FORMS

OF HARASSMENT

Section 1. All employees have the right to work in an environment free from harassment, including sexual harassment, and discrimination. This shall include sexual harassment because of a person's sexual orientation, gender identify and gender expression.

Section 2. It is agreed between the parties that there is an obligation and desire to eliminate any and all sexual harassment in the workplace. This obligation applies equally to the Employer, the Union, and all employees.

Section 3. The Employer shall thoroughly and promptly investigate all complaints of sexual harassment or discrimination. Such alleged harassment or discrimination, or the failure to investigate reported allegations thereof and if warranted remedy a harassment or discrimination complaint, may be the subject of a grievance pursuant to this Agreement. Once a grievance has been filed, the Employer will share any findings of an investigation that Human Resources conducted, if any, and the Union upon written request.

Section 4. The Employer shall not retaliate against any employee who makes a good faith report of sexual harassment or who participates as a witness in a sexual harassment investigation. Such alleged retaliation may be the subject of a grievance pursuant to this Agreement.

Section 5. The Employer will take reasonable steps to eliminate sexual harassment in the workplace whether from supervisors, employees or customers, vendors or other third parties doing business with the Employer.

No later than January 1, 2025, and annually thereafter, the Employer will communicate its policies regarding workplace harassment to bargaining unit employees, including a clear description of the process(es) available to employees to report alleged incidents of sexual harassment or discrimination by co-workers, managers, customers, vendors or other third parties.

Such communications and all workplace harassment policies discussed in such communications will be provided in Spanish and in English.

In addition, the Employer shall, at least annually, review the Company Fair Treatment Policy with all members of the bargaining unit and management on best practices regarding workplace sexual harassment and other forms of discrimination. Such training shall be on paid time.

Section 6. Upon request, the Employer will meet at least annually with the Union to review the content of its policies regarding sexual harassment and discrimination, its processes for notifying employees of its policies regarding sexual harassment and discrimination, the content of any training programs regarding sexual harassment and discrimination, including how the employer and its employees handle harassment from customers and other third parties, and any other concerns or issues raised by the Union related to the issue of prevention of workplace harassment and discrimination.

Section 7. The Employer agrees to post a summary of policies and procedures regarding sexual harassment on a bulletin board, on the employee portal, and/or in other locations that are readily available to all employees.

Section 8. The Employer will, within a reasonable period of time, provide such policies and procedures in Spanish.

ARTICLE 22

HOURS OF WORK AND OVERTIME

Section 1. The “workweek” shall consist of a seven (7)-day payroll period beginning at Friday through Thursday and to the extent operationally possible shall normally consist of five consecutive days and two consecutive days off. The parties understand and agree that the beginning and end of the workweek may change as a result of changes to the Employer’s payroll or timekeeping systems.

Section 2. All work performed in excess of forty (40) hours per week shall be deemed to be overtime and shall be compensated at the rate of one and one-half (1 ½) times the employee's regular hourly rate of pay, or in accordance with the requirements of applicable state law.

Section 3. The Employer has the right to require employees to work extra hours or overtime as may be necessary to meet operating requirements. In the event extra hours or overtime is required, the Operations Manager or their designee shall use the volunteer procedures below in the order in which they appear:

- a. If the employee is at work and it is within their classification, they will be asked.
- b. Volunteers will be asked beginning with the most senior qualified employee.
- c. The least senior qualified employee will be required to perform the work. If the least senior employee refuses the overtime/extra hours assignment, the Employer is free to fill the position from any available source. The least senior employee refusing overtime/extra hours may be subject to discipline.

Section 4. The text in this Article shall not establish a guaranteed work schedule, number of days or hours to be worked in a work week, or the hours to be worked in a day. To the extent operationally possible and as determined by the Employer, the employer is committed to the creation of as many full-time schedules as possible.

Section 5. All employees covered by this Agreement will be permitted to take one (1) fifteen (15)-minute paid break for each four (4) hours worked. Breaks will be scheduled by the manager. Employees who work five (5) or more hours in a day shall receive a one-half (1/2)-hour unpaid meal break to be scheduled by the manager or designee and must be taken. Meal periods shall be an uninterrupted one-half (1/2) hour. If employees are required to work any portion of the meal period, they shall receive the regular hourly rate for the entire meal period. Employees are responsible for clocking in and out at the beginning and end of each thirty (30) minute break.

Section 6. The Company agrees that all employees shall be provided access to one (1) warm palatable meal per day which shall be equal in quality and variety to that which is offered the guests. Employees shall not be required to pay for such meals, and no deduction from wages shall be made for such purpose for the duration of this Agreement. The menu will be changed daily to include a reasonable variety. All associates may drink

coffee and any fountain beverage (but not bottled beverages) during their entire shift. Employees must have beverages in sealed containers per policy.

Section 7. Work Schedules shall be posted at least two (2) weeks ahead of time, whenever possible.

ARTICLE 23

WAGES

Section 1. Employees shall receive wages as indicated in Appendix A.

Section 2. Any employee who works in a higher classification for a minimum of two (2) hours shall receive the rate of that higher classification, for the hours so worked. An employee temporarily assigned to work in a lower paid classification shall retain their rate. Such work will be assigned as determined by management. An employee who bids on and accepts or bumps into a lower paying job shall be paid the rate corresponding to the job accepted.

Any employee who receives a promotion to a higher classification shall receive the rate of that higher classification.

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

Section 4. If the Employer's payroll system permits, employees shall be paid on a bi-weekly basis on Friday before the end of their regular shift.

Section 5. Wages shall be paid bi-weekly by direct deposit or electronic money card, as determined by the Employer, subject to applicable law.

Section 6. The Employer has the right to establish new job classification(s) and change(s) in an existing job classification that would be appropriately within the bargaining unit. Such changes may be due to, but not limited to, changes in responsibilities and production. The Employer shall give seven (7) calendar day notice to the Union of any changes in job classifications, which shall include the rate of pay assigned to each classification prior to offering such job classification for posting. The Employer shall meet with the Union to negotiate the new or changed job classification and rates of pay. If the parties fail to reach an agreement the changes may be submitted to the Grievance and Arbitration process, however nothing contained herein shall prevent the Employer from implementing such new or changed job(s) while the Grievance/Arbitration is being processed. It is agreed to by the parties that the Union has the right to negotiate the effects of any significant changes in job classifications.

Section 7. At no time shall any hourly wage rate (new hire rate, job rate, start rate, or otherwise) be less than one (\$1.00) dollar above the local, state, or federal minimum wage. If the application of this provision results in wage compression between job classifications, then upon request the parties will meet and confer through the Labor-Management Committee provided for in this Agreement regarding such compression. Under no circumstances shall this provision operate or be construed to create a wage reopener or

to impose upon either party a mid-term duty to bargain.

Section 8. Pay discrepancies that amount to one or more days' pay that result from an error will be corrected by the Company (i.e., direct deposited or mailed) within two (2) working days of the day that the unit manager is made aware of the discrepancy and a shortage is established and verified.

ARTICLE 24 **REPORTING PAY**

Section 1. Regularly scheduled employees shall be guaranteed a minimum of one-half (1/2) of their regularly scheduled hours at their applicable rate on a day they are required to report to work, unless the Employer notifies them not to report to work at least one (1) hour in advance by calling them at their last known telephone number provided by the employee to the Employer or by public announcement.

Section 2. Section 1 of this Article shall not apply to an employee's attendance at mandatory meetings held by the Employer for which a session has been scheduled to begin or end within two (2) hours of the employee's scheduled shift. In such cases, employees will be paid for actual time spent at the applicable rate for their regular job classification.

ARTICLE 25 **HOLIDAYS**

Section 1. All fulltime non-probationary employees of the bargaining unit shall be entitled to paid holidays each year, as follows:

Thanksgiving	Memorial Day,
Day after Thanksgiving	4th July
	Labor Day
Christmas Day	Christmas Eve
New Year's Day	New Year's Eve

Section 2. Payment for holidays shall be based on an individual employee's regularly scheduled hours and regular rate of pay. In the event an employee works on a holiday, the employee shall receive an additional day's pay.

Section 3. Holidays that fall during a vacation period shall be paid on the day the holiday is observed and should be recorded as a holiday and not a vacation day.

Section 4. Employees scheduled off on a holiday must work their scheduled day before and their scheduled day after the holiday in order to be paid for the holiday, unless they are on jury duty or bereavement leave. Employees scheduled to work on the holiday must work their scheduled day before the holiday, their scheduled day after the holiday, and the holiday itself in order to be paid for the holiday, unless they are on jury duty or bereavement leave. Employees who call in sick on either the day before or the day after

the holiday or on the holiday itself may be requested to furnish proof/Dr's note of illness for the holiday to be paid.

ARTICLE 26

VACATION

Section 1. All employees covered under the Collective Bargaining Agreement are eligible to accrue and use vacation as described in this policy per calendar year. Any unused vacation may be carried over as stated below.

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

Vacation EARNING SCHEDULE

Employment	Weekly Accrual Rate*	Total Accrual Per Year (Hours)
0 through 12 months (1 st year)	1.76 hours per week	40 hours (5 eight-hour days)
13 through 96 Months (2 nd year through 8 th year)	2.35 hours per week	80 hours (10 eight-hour days)
97 months through 168 months (9 th year through 14 th year)	3.52 hours per week	120 hours (15 eight-hour days)
167 plus months (15 th year or more)	4.70 hours per week	160 (20 eight-hour days)

*Based on nine (9) month accrual (34 weeks)

Employees in good standing with more than one (1) year of seniority may be allowed to go into arrears a maximum of one (1) week as currently practiced.

Effective January 1, 2025, the vacation year will begin January 1 and cease December 31 every year thereafter. Year one vacation year will cover the period October 2023 through December 2024.

Section 3. Scheduling Vacation. Vacation is accrued on an hourly basis in accordance with the table above on a calendar year. A vacation request form must be filled out by the employee, signed by the manager, and turned into payroll in order for the vacation to be paid. All vacation requests are made in writing at least fourteen (14) days in advance and subject to approval by your supervisor, who shall respond, in writing, within seven (7) three (3) days of such a request. To the extent business requirements permit, employee requests for a specific period in which to take vacation will not be unreasonably denied. Furthermore, the most senior employees shall have preference as to the time they take vacation so far as the efficient operation of the business will permit. Where more than one (1) employee in a job classification desires vacation at the same time, vacation will be assigned according to seniority. Employer and employee shall mutually agree upon the vacation time.

Section 4. Vacation can be used in minimum increments of one-half (½) day.

Section 5. Vacation 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. Vacation Carry over: At the end of the calendar year, employees may carry over a maximum of forty (40) hours of unused vacation to be used in the first thirty (30) days of the following calendar year. Any unused vacation in excess of the maximum and not used within the thirty (30) day period will be forfeited. The balance of employees' vacation will be noted on their pay stub.

Section 7. Temporary layoffs or leaves of absence during the year shall not interrupt the continuity of seniority for the purpose of determining the amount of vacation for which an employee is eligible. Employees shall be entitled to receive their vacation pay before their scheduled leave.

Section 8. No Work During vacation. Once a request for vacation has been approved by the Employer, the vacation dates shall not be changed unless by mutual consent of the Employer and the employee.

ARTICLE 27 **SICK LEAVE**

Section 1. Employees will be eligible to accrue one (1) hour of sick time for each thirty (30) hours worked with a maximum of forty-eight (48) hours in a year to be used upon completion of their probationary period.

Employees will be eligible to carry over up to forty-eight (48) hours of paid sick time in compliance with Minnesota Earned Sick and Safe Time (ESST) laws.

Section 2. Employees may use their sick days as personal days provided, they schedule such days at least one (1) week in advance and secure the approval of their manager. Employees do not need to schedule personal days in advance for bona fide emergencies. Requests to use sick/personal days as personal days shall not be unreasonably withheld.

Section 3. Sick/Personal days shall be paid out at the employee's regular rate of pay multiplied by their regularly scheduled hours, to a maximum of eight (8) hours per day.

Sick days may be used for the employee's own injury or illness, the employee's own medical appointments, or the injury, illness or medical appointments of a spouse, domestic partner, or dependent. Legitimate use of paid sick days (the employee requests the day in advance, and it is approved by management, or the employee reports off with at least two (2) hours' notice) shall not be counted as an unauthorized absence under the Employer's Time and Attendance Policy. If an employee demonstrates a pattern of absences, the Employer may, with prior notice to the employee, require documentation supporting the reason for the sick day in order for it not to be counted as an unauthorized absence.

Employees shall inform the Employer in writing of their intent to be paid out for absences if days are available in the accrual.

ARTICLE 28 **401(k) PLAN**

Section 1. 401K. Eligible employees may participate in the Compass Group 401K per the terms of the Plan.

ARTICLE 29 **HEALTH, LIFE AND DENTAL INSURANCE**

Section 1. Trust Language.

Effective September 1, 2024, 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 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 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.

Contributions for eligible employees will be effective the first of the month following thirty (30) days of continuous full-time employment. An eligible employee is a full-time employee as defined in Article 2. Contributions will continue for all eligible employees during academic shut down periods and seasonal layoffs. During the summer shut down period, employees who do not work for an entire calendar month will have to pay their portion of the monthly contributions directly to the Employer prior to shut down and the Employer will submit the entire contribution to the Fund.

Section 3. Monthly Contributions.

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

Gold Plus Medical – Monthly Rates

Effective Date	Single	Single + Spouse	Single+ Child(ren)	Family
1/1/24	\$695.28	\$1,482.85	\$1,159.76	\$2,059.52
1/1/25	\$747.42	\$1,594.06	\$1,246.74	\$2,213.99
1/1/26	To be determined			

Silver Plus Medical – Monthly Rates

Effective Date	Single	Single + Spouse	Single+ Child(ren)	Family
1/1/24	\$561.64	\$1,197.84	\$936.85	\$1,663.68
1/1/25	\$603.77	\$1,287.68	\$1,007.11	\$1,788.45
1/1/26	To be determined			

Dental PPO - Monthly Rates

Effective Date	Single	Single + Spouse	Single+ Child(ren)	Family
1/1/24	\$32.78	\$80.90	\$78.11	\$112.39
1/1/25	\$32.78	\$80.90	\$78.11	\$112.39
1/1/26	To be determined			

Vision Plus – Monthly Rates

Effective Date	Single	Single + Spouse	Single+ Child(ren)	Family
1/1/24	\$6.97	\$12.65	\$13.27	\$20.48
1/1/25	\$6.97	\$12.65	\$13.27	\$20.48
1/1/26	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>
1/1/24	\$1.90
1/1/25	\$1.90
1/1/26	To be determined

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

Short Term Disability (\$200/26 weeks) – Monthly Rates

<u>Effective Date</u>	<u>Single</u>
1/1/24	\$9.83
1/1/25	\$9.83
1/1/26	To be determined

Effective January 1, 2026 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 Care, Dental and Vision coverage at a rate of ten percent (10%) of the cost of coverage per month. Dependent Health Care, Dental and Vision will cost the employee fifteen percent (15%) of the cost of coverage per month.

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. The employee share of the premium will be deducted through payroll deduction.

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.

Section 6. Health Care Meetings. Once a year prior to open enrollment UNITE HERE Local 17 and the Company will present a joint presentation on Health and Welfare Plan.

ARTICLE 30 **TRAVEL ALLOWANCE**

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

ARTICLE 31 **BEREAVEMENT LEAVE**

Section 1. This benefit is available for employees who have completed probation prior to the death of a covered family member.

Section 2. In the event of death in the immediate family of an employee, bereavement leave with pay will be permitted for a maximum period of three (3) scheduled workdays for the purpose of bereavement and/or attending the funeral and providing for matters incident to the death. Such absences shall be permitted within three (3) calendar days prior to or following the funeral or other memorial service. Employees shall be paid at their regular rate of pay times their regular hours worked. If the funeral or other memorial service takes place more than five hundred (500) miles from the worksite, employees are entitled to up to five (5) consecutive working days of paid bereavement provided they attend and show proof of attendance.

Section 3. For the purposes of this Article, the term "immediate family" shall be defined as current spouse, current domestic partner, children (including step and foster), parents or legal guardian (including step and foster), sibling (including step and foster), grandparents, grandchild, current parent-in-law, and parents and/or children of the Employee's domestic partner.

In the event of the death of an Employee's extended family member, all full-time and part-time Employees are entitled to paid bereavement of one (1) working day. If the funeral or other memorial service takes place more than five hundred (500) miles from the worksite, Employees are entitled to up to three (3) consecutive working days of paid bereavement.

"Extended Family" is defined as an employee's brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt, uncle, niece, nephew, cousin, and siblings of the Employee's domestic partner provided they attend and show proof of attendance.

Section 4. Additional time off may be granted to an employee, without pay, when travel is required to attend the funeral of those mentioned above.

ARTICLE 32 **JURY DUTY**

Section 1. This benefit is available for employees who have completed probation prior to receipt of notice for jury duty.

Section 2. All employees who have been called for jury duty shall be granted leave with pay for a period not to exceed twenty (20) working days in any calendar year. The pay for such leave shall consist of the difference between the employee's regular rate of pay and that of the remuneration received from the court system. Employees shall be paid at their regular rate of pay times their regular hours worked. Proof of such remuneration shall be submitted to the Employer by the employee. Official notification shall be submitted to the Employer prior to such leave being granted. The Employer shall provide leave for jury duty in accordance with all applicable laws.

ARTICLE 33 **BULLETIN BOARDS AND BUTTONS**

Section 1. The Employer shall permit the Union the reasonable use of (a) bulletin board(s) for the purpose of posting information. Copies of postings shall be provided to the Unit Manager at the time of posting and shall not be defamatory or disparaging toward the Employer or the Employer's client(s).

Section 2. Employees shall be permitted to wear one union button no longer than one and a quarter (1.25) inch while performing their duties, provided the button is not defamatory, or disparaging toward the Employer or the Employer's client.

ARTICLE 34 **UNIFORMS**

Section 1. Uniforms. All employees will be furnished with required uniforms. All employees will receive reimbursement for one (1) pair of slip resistant shoes annually 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. Lockers. The Employer agrees to maintain locker facilities and/or a secured place for employees' personal items during their shift.

ARTICLE 35 **NO STRIKE/NO LOCKOUT**

Section 1. No Strikes or Other Interference. The Union agrees that there will be no strikes (whether general or sympathetic or otherwise), walkouts, stoppages of work, sit-

downs or slowdowns, picketing, or any other direct interference with the activities or operations of the Employer during the life of this Agreement.

Section 2. Lockouts. The Employer agrees not to conduct a lockout during the life of this Agreement.

Section 3. Union's Best Efforts. The Union agrees that, in the event of any violation of Section 1 of this Article, the Union will use its best efforts to cause such violation to cease and to cause work to fully resume.

Section 4. Remedies. The Employer may impose any disciplinary action, including discharge, upon any or all employees involved in a violation of Section 1 of this Article. Any discipline under this Article shall be subject to the grievance and arbitration procedures of this Agreement.

ARTICLE 36 **SUCCESSORS**

This Agreement shall be binding upon the parties, their successors, and assigns. In the event the Employer's facilities are sold or assigned, the Employer shall notify the Union in writing and give notice to the purchaser or assignee of the existence of, and operations covered by, this Agreement.

ARTICLE 37 **SAVINGS CLAUSE**

If any provision of this Agreement is subsequently rendered by legislative or administrative action or declared by any court of competent jurisdiction to be unlawful, unenforceable, or not in accordance with applicable law, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, and the parties agree immediately to negotiate for the invalidated portion thereof.

ARTICLE 38 **TOTAL AGREEMENT**

Section 1. It is understood and agreed that this Agreement includes and constitutes the sole and entire Agreement between the parties regarding all subjects or matters related to collective bargaining. This Agreement supersedes all prior agreements, understandings, and practices, oral or written, express or implied, between the parties, and shall not be changed or modified unless such change or modification is agreed to by both parties in writing.

Section 2. No employee shall receive a reduction in compensation or benefits due to the signing of this agreement except as expressly defined in this agreement.

Workers who are currently receiving the St Olaf Benefits and shall continue to do so through the life of this agreement.

ARTICLE 39
DURATION OF AGREEMENT

Section 1. This Agreement shall be in full force and effect as of **01/01/2024**, and shall be in effect up to and including **12/31/2026**, and thereafter from year to year unless either party shall give at least sixty (60) days' prior written notice before any expiration date of this Agreement to the FMCS and the other party of its desire to modify or change this Agreement.

IN WITNESS WHEREOF, **Bon Appetit, St Olaf College**, and **UNITE HERE LOCAL 17**, have caused this Agreement to be signed by their duly authorized representatives as of this 3rd day of May 2024

**Bon Appetit at
St Olaf College**

UNITE HERE Local 17

Mark LaChance

Christa Swack
5/3/24

5/3/2024
Date

Date

Date

APPENDIX “A” (WAGES)

New Hire Wage Scale:

	<u>1-1-24</u>	<u>1-1-25</u>	<u>1-1-26</u>
Baker	\$24.00	\$24.84	\$25.71
Baker Helper	\$18.00	\$18.63	\$19.28
Cashier	\$17.00	\$17.60	\$18.22
Cook	\$21.50	\$22.25	\$23.03
Sr Cook	\$25.50	\$26.39	\$27.31
F.S. Utility	\$18.00	\$18.63	\$19.28
F.S.W. N/E	N/A	3.5%	3.5%
Line Server	\$18.00	\$18.63	\$19.28
Barista	\$18.00	\$18.63	\$19.28
*Catering Attendant	\$22.00	\$22.77	\$23.56
Storeroom – Delivery	\$22.00	\$22.77	\$23.56

*This increase is partly in lieu of service charge payments.

General Increase.

Year 1 Employee shall receive an increase to the current wage scale rate or an increase of 6% whichever is greater with this agreement.

Overscale employees shall receive the same % increase each year.

Employees who received a merit increase in 2023 shall receive Retroactive wage increases to January 1, 2024. Employees who did not receive a merit increase in 2023 shall receive retroactive pay to the date of their last anniversary.

Employees who are designated by the Employer as Leads shall receive \$1.00/hr for such duties.