

AGREEMENT

BY AND BETWEEN

CHARTWELLS HIGHER EDUCATION  
A DIVISION OF COMPASS GROUP, USA

AT THE  
UNIVERSITY OF ILLINOIS AT CHICAGO  
750 SOUTH HALSTED, SCE 113  
CHICAGO, IL 60607

AND

SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL NO. 73

JULY 1, 2015 -JUNE 30, 2020

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## **AGREEMENT**

Agreement made this Date of 27<sup>th</sup> day of January, 2017 by and between Chartwells Higher Education, a division of Compass Group, USA (hereinafter collectively referred to as the "Company" or the "Employer") located at the University of Illinois at Chicago, 750 South Halsted, SCE 113, Chicago, IL 60607 and Service Employees International Union Local 73, SEIU, (hereinafter referred to as the "Union").

### **ARTICLE 1 - PURPOSE OF AGREEMENT**

It is the intent and purpose of the parties hereto to set forth herein their agreement with respect to rates of pay, hours of work and conditions of employment to be observed by the Company, the Union and the employees covered by this Agreement; to provide procedures for equitable adjustment of grievances; and in general to promote harmonious relations between the Company, the Union, and the employees in the bargaining unit represented by the Union.

### **ARTICLE 2 – RECOGNITION**

Section 1. Recognition The Company recognizes the Union as the exclusive bargaining agency for cafeteria employees, with respect to rates of pay, hours of work and conditions of employment including part time employees but excluding supervisory employees with authority to hire and discharge employees of the Company and also excluding all student employees, management trainees, substitute employees and all others as defined by the Act

Section 2. Employee Defined The term "Employee" or "Employees" when used in the agreement shall mean those for whom the Union is recognized as the bargaining representative as provided in Section 1, of this Article 2.

The Union and the Company agree that whenever the words "he," "him," or similar words appear in this agreement, in appended Letters of Agreement or in any group insurance plan offered to employees, it is understood that such words are considered asexual and refer to females and males equally.

Section 3. Definition of Regular Employees A regular employee is one who has satisfactorily completed a Probationary Period of at least ninety (90) days of continuous full-time employment as defined in Section 4 below.

Section 4. Probationary Period Each new employee shall be in a probationary status until he or she has completed ninety (90)-days of employment. Said probationary period may be extended for additional thirty (30) day periods by agreement of the Company and the Union. During the probationary period an employee may be laid off or terminated at the discretion of the Company. When successfully completed, the employee's probationary period counts for both length of service and seniority purposes.

Section 5. New Classification In the event the Company establishes a new job classification within the bargaining unit in addition to those listed In Section 1 of this Article 2, the Company will negotiate with the Union with respect to the rates of pay, hours of work, and conditions of employment for such new job classification.

Section 8. Non-Discrimination/Equal Opportunity The Company and the Union agree not to discriminate against any employee in any employment practice because of race, color, religion, creed, sex, national origin, or ancestry, age or physical or veterans status, mental handicap, or union affiliation, except where age or lack of a specific physical or mental handicap are bona fide occupational qualifications. Such practices shall include hiring, upgrading, demotion, transfer, termination, lay-off, recall, rates of pay, benefits, and other forms of compensation, training and selection for training and all other terms and conditions of employment

The Company and the Union agree to comply with the applicable provisions of Executive Order 11246 as amended by Executive Order 11375, the Rehabilitation Act of 1973 as amended, the Vietnam Era Readjustment Assistant Act of 1974 as amended, and the Americans with Disabilities Act, and FMLA, in discharging their respective responsibilities under this contract

### **ARTICLE 3 – MANAGEMENT RIGHTS**

The management of the business and the direction of the employees, including the right to hire, suspend for just cause, promote, demote, transfer, discharge for just cause, and the right to lay off employees because of lack of work or for other legitimate reasons, is vested exclusively with the Company. The establishment or modification of operating standards, reasonable work rules, quality of operating standards, quantity and quality of production and workmanship, methods and schedules of operations, assignments of work, assignments of routes and any written description of work to be accomplished on each job is reserved for the Company. In the event of change of equipment or decrease in the volume of the work to be done or the subcontracting of any of the work to be done, the Company shall have the right to reduce the working force if, in the sole judgment of the Company, such reduction of force is required, and nothing in this Agreement shall be construed to limit or in any way restrict the right of the Company to adopt, install, or operate any new or improved equipment or methods of operation. Nothing contained in this Agreement shall be intended or construed as a waiver of any of the usual inherent and fundamental rights of management, whether the same has been exercised heretofore or not, and these rights are hereby expressly reserved to the Company.

### **ARTICLE 4 – UNION MEMBERSHIP**

Section 1. Eligible employees shall, within thirty (30) days after the date of execution of this Agreement, or within thirty (30) days following the beginning of their employment whichever is later, become members of the Union and shall thereafter during the life of this Agreement remain members of said Union, and in default thereof shall, upon the written request of the Union, be discharged by the Company provided, however, that the Company shall not be required to discharge or discriminate against any employee for non-membership in the Union if such membership is not made available to the employee on the same terms and conditions generally applicable to other members or if membership is

denied to the employee or terminated for reasons other than failure of the employee to tender the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership.

Non-regularly scheduled employees who work less than twenty (20) hours per week will not be required to become members of the Union.

Section 2. Hiring The Company shall have the right to hire such persons as it may from time to time require without regard to the Union affiliation of such persons.

Section 3. Union Activity The Company agrees that it will not discriminate against, interfere with, restrain, or coerce any employee because of membership in the Union. The Union agrees that it will not require of employees the payment as a condition of becoming or remaining a member of the Union, of any fee, which is excessive or discriminatory. The Union further agrees that its Officers, Members and Agents will not engage in Union activity on company time or property in such manner as to interfere with the efficient operation of the University nor in such manner as to interfere with the work or attendance at work of any employee.

Section 4. Deductions for Union Dues The Company will deduct Union dues for all those who have signed Union Payroll Authorization cards. Dues deductions will be made in equal monthly installments. The "Payroll Authorization Card" and the "Termination of Dues" must be processed by the Union.

No employee shall be required to join the Union as a condition of employment. However, during the term of this Agreement, all non-union members covered by this Agreement shall be required to pay a fair share fee to the Union. After certification as provided below, such fair share fee shall be deducted by the Employer from the earnings of the non-member employees, in an amount not to exceed union dues per paycheck and paid to the Union by the 15<sup>th</sup> of each month.

The Union shall certify the amount of the fair share fee in accordance with the requirements of the National Labor Relations Act and the National Labor Relations Board rules and regulations effective as of the date of this Agreement, and shall in all respects adhere to the requirements of said Act and regulations with respect to the assessment and collection of fair share fees.

Section 5. Indemnification It is understood and agreed that the Union will indemnify the Company and save it harmless from any and all claims which may be made against it by an employee or employees for amounts deducted from wages as herein provided.

Section S. Committee on Political Education The Company agrees, if administratively possible and upon receiving a properly signed authorization card, to deduct the amount of money designated by an employee for COPE. Such deductions shall be separately itemized from dues on the remittal reports provided to the Union.

## **ARTICLE 5 – UNION MANAGEMENT CONFERENCES**

For the purpose of conferring on matters of mutual interest which are not appropriate for consideration under the grievance procedure, the Union and the Company agree to meet periodically through designated representatives at the request of either party and at mutually agreed upon times and locations. The Union and the Company shall each designate not more than four (4) representatives to a labor-management committee for this purpose. It is intended that such meeting occur not more than four (4) times a year, more if mutually agreed. Agendas and times for such meetings will be established by mutual agreement. Employees shall suffer no loss of pay for attending such meetings.

## **ARTICLE 6 – WAGES**

Section 1. Schedule of Wages Employees covered by this Agreement shall be paid at the basic hourly rates in accordance with the "Schedule of Wages," Appendix A, which is attached hereto and hereby made a part of this Agreement

"Basic hourly rate" as used in this Agreement shall mean the hourly earnings of the individual employee, exclusive of any premium pay, whether shift premium, overtime premium, or any other premium.

Section 2. Temporary Assignment In the event that any employee is given a work assignment which would normally be performed by an employee in a classification with a higher job rate and which continues for a period of two (2) hours he or she shall receive (for each hour during which he or she performs such work) either the rate of pay of the classification which would normally perform such work or his or her own basic hourly rate, whichever is the higher.

## **ARTICLE 7 – HOURS, OVERTIME, AND PREMIUM PAY**

Section 1. Definition The basic workweek shall consist of forty (40) hours per week of five or six days if operational possible. Overtime will be paid for hours worked over forty (40) hours per week provided that the employee works all scheduled shifts during such week, with the exception of any paid or unpaid absence that has been excused, or hours lost due to being sent home by the Company. Hours will not be reduced to avoid the payment of overtime.

Section 2. Nothing contained in this Agreement shall be construed as a guarantee of any number of hours worked per day or per week. If volunteers are not available and overtime is required, the least senior qualified employee in the classification and location will be required to work overtime.

Section 3. Premium Pay for Overtime and Holiday Worked Premium pay shall be paid as follows:

- a) One and one-half (1½) times the basic hourly rate of the employee for all hours worked in excess of forty (40) per week. In determining when overtime pay is due, time off taken as sick time will not be included in the calculation of hours worked. However, time-off taken as a paid holiday and vacation will be included in the calculation of hours worked.

- b) One and one-half (1 ½) times the basic hourly rate of the employee for all hours worked on a day recognized as a paid holiday plus holiday pay as provided in Article 9.
- c) Two (2) times the basic hourly rate of the employee for hours worked on the seventh (7th) consecutive day of work in any workweek as determined by management.
- d) There will be no pyramiding of overtime.

Section 4. Guarantee of Pay on Call-In

- (a) Call-back is defined as an official assignment of work which does not continuously precede or follow an employee's regularly scheduled shift. Approved time-not-worked for the employee's convenience does not break the continuance of the shift referred to in the preceding sentence.
- (b) Employees who report back upon the Employer's premises at the time specified in the callback, with no work being offered, shall be paid four (4) hours pay at overtime or premium rate, whichever is applicable. If the employee called back actually reports upon the Employer's premises at the time specified in the call-back, and performs the work assigned by the Employer, he/she shall receive a minimum of four (4) hours pay, or be paid for actual time worked beginning with the time the employee reports for work on the premises (if later than specified call-back time), whichever is greater, at applicable overtime or premium rate.

Section 5. Distribution of Overtime The Company will distribute overtime equally among employees in their respective classifications by seniority and location (See Appendix B). In the event that overtime is required and the most senior employee is not available for overtime work, the least senior qualified employee will be assigned to work overtime in inverse seniority order. No employee shall be required to take equivalent time off to compensate for overtime worked. If an employee is not given his or her turn for an overtime opportunity, the remedy for such error shall be preference for future overtime assignments and not overtime pay for time not worked. The overtime records of the Company will be available to the Union for inspection upon request.

Section 6. Overtime Lunch Periods Any employee who is required to work more than ten (10) consecutive hours (excluding lunch period) shall be permitted to take thirty (30) minutes for a lunch with pay.

Section 7. Notice of Shift Change An employee shall be given at least fourteen (14) working days notice of any permanent change of shift or hours of work if operationally possible.

Section 8. Summer Shift Selection/Bid Beginning at least four (4) weeks prior to the end of the school year, summer shifts will be filled in the following way:

- a) All available shifts will be posted in each work location one (1) week prior to bidding.
- b) Shifts will first be offered on a voluntary basis to qualified employees in order of seniority.

- c) Shifts not filled voluntarily will be assigned to qualified employees in inverse seniority order.
- d) Summer lay-offs do not effect employees in a retail position that requires brand specific training unless the unit is closed for the summer.
- e) Employees working in retail positions that require brand specific training who fail to work their position in the summer will result in forfeiture of their position. For example, an associate who has received brand specific training for a position will need to remain in that position for the entire year in order to have the right of first refusal at the subsequent Fall bid.

Section 9. Fall Bid Shift Selection Four (4) weeks prior to the start of the school year, the Company agrees to do the following:

- a) The Company will post the following in each work location: a current seniority list, all schedules for the new year, and shift bidding information including individual bid dates and times.
- b) The Company will mail such shift bidding information, including individual bid dates and times, to the last known home address of each employee.
- c) Bidding will be scheduled two (2) weeks prior to the start of the school year. Employees will be allotted fifteen (15) minute periods, by seniority, in order to select shifts for which they are qualified.
- d) Copies of such posting information will be sent to the Union at the time they are posted.
- e) Employees who work in retail units that require brand training have a right to first refusal for the position they currently hold. The employees in these positions must give notice of their desire to leave their position **at least two (2) weeks prior** to the start of the school year.

Section 10. Vacant Shifts In the event that a position becomes vacant, and management determines the need to fill such position, the Company agrees prior to posting such position, it will discuss with the Union any changes to the position as bided. The position will be posted for five (5) working days at the employee time clocks. The vacant position shall be awarded to the employee within the bargaining unit who is most senior when ability and skills are equal.

Section 11. Shift Hours Senior employees, based on the shift bidding procedure above, will be given the opportunity to choose positions that provide greater hours. The Company will attempt to schedule positions that where operationally possible provide thirty-seven (37) hours per week.

Section 12. Catering/Serving Hours Prior to using temporary, contracted workers to perform catering functions, the Company agrees to offer the opportunity to do catering work to qualified bargaining unit employees, with first preference to employees in the catering department. In the event that there are

insufficient numbers of volunteers to perform the catering work, the Company may then utilize outside, rental employees to work catered events.

Bargaining unit members not employed in the catering department who volunteer to work catered events shall receive an additional fifty cents (\$0.50) per hour premium for all hours spent working in catering. Catering employees who volunteer to work additional hours in catering beyond their assigned schedule shall not have their hours changed to avoid overtime pay.

A volunteer list to work open catering positions shall be posted at all employee time clocks for front and back of the house positions during the first two (2) weeks of the semester. The list shall allow employees to sign up one (1) or more days of the week. Opportunities to work catered events will be rotated by seniority as equally as possible among qualified volunteers.

The first time that an employee is unable to work on a day of the week for which he/she has volunteered, such person shall be passed over on his/her next scheduled turn. If the employee fails to work on a second occasion, he/she will be passed over twice. On the third occasion, the person will be disqualified from extra catering work for the remainder of the school semester.

The Employer will provide to the Union a list that includes dates, times and number of attendees for all catering events of over 100 attendees the first (1<sup>st</sup>) of each month prior to the event. It is understood by the parties the list is subject to change.

**ARTICLE 8 – VACATIONS**

Section 1. Eligibility Employees must be regularly scheduled to work thirty (30) or more hours per week.

- a) Employees shall receive vacation benefits as described herein.
- b) Newly hired employees shall receive five (5) days of vacation time with pay at the beginning of the month following that in which they complete one (1) year of continuous service with Compass Group. Thereafter, vacation time with pay shall be accrued as follows:

<b>LENGTH OF SERVICE</b>	<b>VACATION DAYS EARNED ANNUALLY</b>	<b>MONTHLY ACCRUAL IN DAYS</b>	<b>ANNUAL VACATION</b>
One (1) Year to after Completion of Five (5) Years	5	.041	One (1) Week
Six (6) Years to after Completion of Fifteen (15) Years	10	.833	Two (2) Weeks
Sixteen (16) Years and Over	15	1.250	Three(3) Weeks

- c) As each employee completes that amount of service which qualifies him or her for an increased rate of vacation accrual the higher rate of accrual shall begin at the beginning of the month containing the employee's anniversary date.

Section 2. Regulations Vacation benefits shall be subject to the following provisions:

- a) Employees will not be permitted to receive vacation pay during the academic year except under the following circumstances:
  - 1. For family emergencies. The Employer may request proof of the emergency.
  - 2. During academic shut down periods. Employees taking vacation during academic shut down periods shall receive vacation pay during the last payroll period before the shut down provided the Employer is given at least two week's notice.
  - 3. Vacation that have been requested at least two (2) weeks in advance and approved by Management shall not be later denied, except when it falls on the start-up of academic semester August, September and October. They may not be taken during the start-up of an academic semester January, February and March.
- b) Vacation time is not "advanced"; that is, employees may not take vacation time before it is earned.
- c) When an employee quits for any reason with two weeks' written notice, an employee shall be paid for earned unused vacation time.
- d) When an authorized holiday occurs during an employee's vacation, that day shall not be charged to the employee's earned vacation balance. The employee shall have the right to take that day immediately before or immediately after the scheduled vacation.
- e) Earned vacation time must be used during the anniversary year or it will be forfeited unless a vacation request is denied for operational reasons and the employee is not given time off, the employee will have the option to sell back the unused vacation time to the Company.

**ARTICLE 9 – HOLIDAYS**

There will be eight (8) recognized paid holidays each calendar year, including the following: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, and one (1) scheduled Personal Day. Effective January 1, 2017, all full-time associates will receive two (2) personal days per year.

Whenever any of the foregoing holidays falls on a Saturday or Sunday either the Monday following or the Friday preceding shall be recognized as the holiday, as announced by the Company at least one (1) month in advance.

Holidays will be applicable to all eligible employees who are regularly scheduled to work thirty (30) hours or more per week and to new employees who have satisfactorily completed their probationary period and meet the eligibility requirements.

In order to be eligible for holiday pay, an eligible employee must have worked his or her last scheduled work day prior to and his or her next scheduled workday subsequent to a day recognized as a holiday unless the employee has previously been granted an excused absence with or without pay

The Company agrees to pay employees for Christmas and New Year holidays if employees are in layoff or shut down status provided that the employee works his/her last scheduled work day and first day after the holiday.

#### **ARTICLE 10 – SICK DAYS**

Section 1. Sick Days - Eligible employees who work a regular schedule of thirty (30) or more hours per week and who are unable to perform his or her work due to illness or injury arising other than out of and in the course of employment will be granted sick days when needed, of four (4) days for twelve (12) month eligible employees working a minimum of thirty (30) regularly scheduled hours per week. Ten (10) month eligible employees who are regularly scheduled to work thirty (30) hours per week or more will accrue three (3) days per school year. Employees shall be awarded the sick days after the completion of one (1) year of service with Compass Group.

Unused sick days shall be paid out in full at the end of each school year, except for employees that work the summer and choose not to be paid out until June 30th.

Sick 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 shall be automatically paid out for absences if days are available in the accrual.

#### **ARTICLE 11 – SENIORITY/LAYOFF**

Section 1. It is the intent and purpose of this Article to preserve the principle that provided an employee has the necessary qualifications, his or her job security should be commensurate with length of continuous service within the bargaining unit.

#### **Section 2**

- a) The Company recognizes the principal of seniority within the bargaining unit for employees covered by this Agreement. The Company will give preference in cases of layoff and rehiring, as well as in cases of transfers and promotions, to employees having the longest service.

- b) In the event the Company lays off an employee covered by this Agreement, the following principles shall apply:
- The employees to be laid off shall have the right to displace a less senior employee in their classification he or she previously held provided the displacing employee is qualified to perform available work in the displaced employee's classification. The employee so displaced shall then have all the same rights as outlined in this Article 11.
  - The laid-off employee, if qualified, shall have the right to apply for any vacant position which management determines should be filled, or to replace any probationary employee.
  - If the laid-off employee is determined to be qualified by the Company, and is determined to possess the specific skills required for the position, then that laid-off employee shall be offered the position.
  - The laid-off employee shall have the above rights regarding preferential hiring for a period of six (6) months from the date of lay-off.
- c) Union Officers and Stewards shall be considered as the most senior employees in their respective occupational group in case of a reduction in the work force, provided they have the necessary qualifications to perform available work. In case one or more union officers and/or stewards are to be laid-off, the employee with the greatest length of service and qualifications shall be retained.
- d) If two (2) employees in the same occupational group have the same length of service and one of them is to be laid off, the employee with the lower social security number shall be retained.

Section 3. A new employee shall be considered a probationary employee until he or she has had ninety (90) days of service during which time such employee shall have no seniority rights, after which if the employee is retained his or her seniority shall date from the date of hiring

Section 4. Seniority shall continue to accumulate during:

- a) FMLA leaves of absence caused by illness or injury.
- b) Absence for service with the U.S. Armed Forces.
- c) Other leaves of absence approved in writing by the Company.
- d) Lay-off as provided under provisions of Section 10 of this Article.

Section 5. An employee's employment and seniority shall terminate when that employee:

- a) Is absent for a period of two (2) consecutive working days without notification the Company nor is able to provide substantial written documentation to support his/her inability which is beyond the employee's control to contact the employer regarding this absence.
- b) Resigns.
- c) Is discharged for just cause.
- d) Fails to report for work at the termination of an authorized leave of absence or excused absence.
- e) Has been laid off and fails to work within ten (10) consecutive working days after date of mailing of written notice of recall by certified mail, with a copy to the Union, sent to the address appearing in the Company's records. An employee re-employed after termination of employment caused by any of the foregoing reasons shall be considered a new employee.

Section 6. Any employee selected as an Officer or Delegate of the Union shall be allowed reasonable time off for the performance of such duties without loss of seniority rights but without pay.

Section 7. The Company will consider requests from regular employees for personal leaves of absence without pay but without loss of seniority. Length of such leaves may not be less than thirty (30) days nor more than six (6) months. Leaves shall be requested in writing and may be granted provided they do not disrupt operations. It is expected that personal leaves will be limited to personal or family situations requiring the employee's full time attention such as caring for a sick family member or administration of an estate. Leaves will not be granted for a vocation or other employment

If the employee returns to work within eight (8) weeks, the employee will be returned to his or her previous classification at the prevailing rate he or she would have received had he or she been working. If the employee returns to work after eight (8) weeks but less than six (6) months from the date the leave began, then the employee will returned to his or her previous classification at the prevailing rate he or she would have otherwise received except for the leave, provided he or she has sufficient seniority in relation to other employees in that classification. If the employee has insufficient seniority or no opening is available, he or she will be considered on lay-off status.

Section 8. In the event of a reduction within any classification, subject to Section 2, the employee with the greatest length of service shall be retained, provided he or she has the necessary qualifications for available jobs within their respective occupational groups.

Section 9. Restoration within each classification shall be made in the reverse order of reduction in force of that classification.

Section 10. Employees laid off due to lack of work shall have recall rights for a period of time equal to their length of continuous service, but not more than twelve (12)-months. While recall rights are in force, employees shall be rehired before new employees are hired from the open market. Employees on

layoff shall retain their accumulated seniority and shall continue to accrue seniority while recall rights are in force.

Section 11. In the event of a reduction in the work force due to lack of work, notices will be given as follows if possible:

<b>TERM OF EMPLOYMENT</b>	<b>NOTICE</b>
0-3 Months	None
3-6 Months	One (1) Week
6 Months or more	Two (2) Weeks

The Company, at the discretion of the Resident District Manager will decide in each case whether the employee will be required to work out his or her notice or be paid a sum equal to the notice. Time taken off during the notice period will be considered as part of the notice.

Section 12. The Company agrees to compile and furnish to the Union lists for each occupational group showing the seniority and job classification of each employee effective as of the date of this Agreement, and to furnish new seniority lists to the Union semi-annually thereafter as long as this Agreement is in effect in sufficient quantity for distribution by the Union to each Steward. The Company will post seniority lists on department bulletin boards.

**ARTICLE 12 – PROMOTIONS AND TRANSFERS**

Section 1. Qualified present employees shall be given preference over applicants for work when jobs are available and particularly for jobs offering advancement. The qualified senior employee shall have preference for promotion if qualified.

Section 2. Vacated or new positions may be filled, to the extent that qualified workers are available, on the basis of seniority as defined in Article 11. The order of preference in filling a vacated or new position provided the applicant has the ability and other necessary qualifications, shall be as follows:

- a) Applicants within the occupational group in which the vacancy exists, in order of their length of service.
- b) New employees without previous work records for the Company.

Section 3. The Company shall direct to the attention of its employees new positions in existing positions by posting notices to employees for a period of not less than five (5) working days, excepting only when emergencies prevent so doing, such notices shall show the location of the job, the title, working hours, the rate of pay, the date the job needs to be filled, the date applications for the job will be closed, and the name of the supervisor authorized to receive applicants for the job. Announcements will be posted on the bulletin boards provided for union notices.

Section 4. Employees promoted to a job classification with a higher full rate of pay will be paid at the rate of a new employee in that job, or at his or her current pay rate, whichever is higher.

Section 5. An employee who receives promotion, transfer to another classification, or a lateral transfer will have a trial period not to exceed thirty (30) working days in the new position. If within the trial period it is determined by the Company that he or she is unable to perform the work of the new position satisfactorily, he or she is returned to his or her former position without loss of seniority by the end of such period. The trial period may be extended by mutual agreement among the parties. The employee may elect to return to his or her former position within thirty (30) working days.

### **ARTICLE 13 – MISCELLANEOUS PROVISIONS**

Section 1. Excused Absence/Death in Family In situations involving the death of an immediate family member, employees are entitled to a paid funeral leave of three (3) consecutive working days. If the funeral is to take place more than 500 miles from where you work, employees will be allowed to take up to five (5) consecutive working days of paid funeral leave.

In the event of the death of other family members, employees are entitled to a paid funeral leave of one (1) working day. If the funeral takes place more than 500 miles from where you work, you will be allowed to take up to three (3) consecutive days of paid funeral leave. Employees must notify their supervisor prior taking any time off.

**NOTE: Immediate Family** – This includes the employee’s parents, spouse, domestic partner, children, brothers, sisters, grandparents, grandchildren, step-parents, step-children, step-brothers or stepsisters. **Other Family Members** – This includes the employee’s current mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt, uncle, niece, nephew or cousin.

The Company may require proof of the attendance of the funeral and relationship to employee.

Section 2. Bulletin Boards The Company will provide bulletin boards in locations to be agreed upon by the parties hereto for the purpose of posting notices of Union meetings and other Union activities.

Section 3. Discipline and Discharge – Just Cause The Employer agrees that discipline shall be for just cause only. An employee may file a grievance concerning disciplinary against him/her. If it is contended that an employee was unjustly discharged the discharge may be processed as a grievance by initiating action by promptly referring the discharge to the Company General Manager. Such a grievance shall begin at Step 2 of the Grievance Process. The employee concerned and both the shop steward and the Union shall be given complete written information as to the specific reason or reasons for the discharge within the same day of such action, if possible; the Union shall be given complete written information within twenty-four (24) hours.

Section 4. Attendance Absence and tardiness issues shall be considered together on a separate track from other disciplinary issues.

Section 5. Permits Whenever an employee is required to obtain a permit in order to perform his or her work, the fees for such a permit shall be paid by the Company.

Section 6. Safety and Occupational Health Safety and occupational health is a concern to the Company and the Union. It shall be the objective of the Company to prevent accidents and health hazards. The Company and the Union mutually recognize the need for a work environment in which safe operations can be achieved in accomplishing all phases of work.

- a) Protective devices, wearing apparel, and other equipment necessary to properly protect employees from injury or illness shall be provided by the Company and used by the employee. Each employee is responsible for observing all safety rules and for taking appropriate precautions to prevent accidents and health hazards.
- b) It is the intent of the Company and the Union that no employee shall be required to work under conditions that are recognized as unsafe or unhealthy. An employee who believes he or she is being so required has the right to:
  - Notify his or her supervisor of such conditions, which the supervisor shall investigate immediately. If the existence of such unsafe conditions is disputed by the supervisor, a Union Steward and the appropriate management representative (or designee) shall be notified immediately and they shall investigate the condition to determine if it is unsafe or unhealthy.
  - If the matter is not resolved, it shall be referred to the General Manager.
  - If the issue is still unresolved, the employee shall have the right to file a grievance in accordance with Article 14.
- c) The Company shall provide to an employee who requests it a copy of the Illinois Industrial Commission Employer's First Report of Injury or Illness, relating to that employee.

Section 7. Uniforms Employee shall be furnished with uniform shirts and hats. These shall be replaced by the company on an as needed basis for normal wear and tear. The employees will launder these uniforms. Employees are required to wear and provide their own slip resistant shoes and black pants. All Company employees are responsible for the cleanliness and appearance of their uniforms.

Section 8. Personnel Records Any memorandum or letter of reprimand or other record of an incident intended to become a part of the employee's official personnel file will be addressed to the employee (which copy the employee may retain) with a copy to the file. The employee and/or the Union, with the employee co-signing, may file a reply to any entry referred to above within ten (10) days, setting forth any factual evidence controverting or explaining the entry to which it is in reply. Such replies shall become a part of the employee's official personnel record. The Company agrees that no disciplinary record kept in the employee's official personnel file will be considered when evaluating and employee

for any promotion opportunity, or in any disciplinary action, if the employee has had no further disciplinary action or reprimands for a similar occurrence for a period of one (1) year.

The Union office shall receive a copy of any written reprimand, memorandum, letter or record of disciplinary notice provided to the employee, at the time of action taken or within three (3) working days thereafter.

Section 9. Work by Supervisors Managers and supervisors shall not perform bargaining unit work, except for the purposes of training employees, demonstrating new equipment or methods, meeting short-term business needs that derive from issues such as employee call-offs.

Section 10. Rest Periods An employee may be provided with a rest break of ten (10) minutes for every four (4) hours of work that is not interrupted by a meal period. These breaks will normally take place after working for two (2) hours in a row. In some cases, the type of work being done may not allow for this kind of break and other arrangements will be made.

Full- or part-time employees who work at least five (5) hours in a row during a typical workday will be allowed to take an uninterrupted, unpaid meal break sometime around the middle of their shift. These uninterrupted meal breaks will usually be one-half (1/2) hour in length. Employees are required to clock out and back in for their unpaid meal break. Management will determine the best time for all breaks and meal periods.

Section 10. Representation at Discipline Meetings If required by law, employees shall be entitled to have a union steward present during any meeting initiated by a Company representative if such meeting could result in disciplinary action or is called for the purpose of informing the employee of disciplinary action.

Section 11. Dignity and Respect Managers, Supervisors and employees shall treat one another with dignity and respect.

## **ARTICLE 14 – GRIEVANCE PROCEDURE**

Section 1 - The Representatives of the Employer and the Union shall be responsible for making prompt and earnest efforts to adjust grievances or misunderstandings between employees and the Employer. The Union and the Employer jointly acknowledge the right of any employee to present individual differences directly to the representatives of the Employer and to work out the settlement of such individual differences. This right shall not be interpreted to include decisions as to wages, hours and conditions of employment which affect the Union group as a whole, or which are contrary to the provisions of this Agreement.

Section 2 - Grievance Defined - For the purpose of this Agreement a grievance is defined as a difference of opinion between the Employer and the Union or between the Employer and an employee with respect to the meaning or application of any provision of this Agreement. In any case, where an employee or the Union is not satisfied with respect to the disposition of the matter, the employee or the Union may submit the complaint as a grievance, but this must be done within seven (7) days from the

occurrence of the incident or the acquisition of direct knowledge by the employee or the Union of the condition which gave rise to the complaint. The Employer reserves the right to file a grievance with the Union and to have the right to file for arbitration.

Section 3 - Union Representatives - The Employer agrees to recognize a reasonable number of certified Union Stewards up to a maximum of five (5) and a representative of the Union or a duly elected or appointed officer of the Union.

Section 4 - Grievance Procedure - Grievances shall be processed in accordance with the following procedure:

Step 1. Between the appropriate Union Steward and the Director of Dining Services or his or her authorized representative; the aggrieved employee or employees shall be given the opportunity to be present. No more than one Union Steward shall be present to represent the employee. The grievance shall be presented in writing, signed by the aggrieved employee or employees, in three (3) copies on forms mutually acceptable to the Company and the Union and which shall be furnished by the Company or the Union. The Director of Dining Services or his or her authorized Representative shall have five (5) working days in which to announce a decision in writing.

If the grievance is to be appealed to Step Two this must be done within five (5) working days following the date of the decision or in the event no decision is announced.

Step 2. Between the Union Steward, Director of Operations, or his or her authorized representative; the aggrieved employee or employees shall be given the opportunity to be present. No more than one Union Steward shall be present to represent the aggrieved employee or employees. The grievance must be appealed in writing, signed by the aggrieved employee or employees in three (3) copies on the approved grievance form.

The Company representative hearing the grievance shall have five (5) working days in which to announce a decision in writing. If the grievance is to be appealed to Step 3, this must be done within five (5) working days following the date of the Director of Operations' response, or in the event no decision is announced.

Step 3. Between the Union including the business representative, and the Resident District Manager or his designee, one Union Steward and the aggrieved employee or employees shall be given the opportunity to be present. The grievance must be appealed in writing, signed by the aggrieved employee or employees in three (3) copies on the approved grievance form. The Company representative hearing the grievance shall have five (5) working days in which to announce a decision in writing. If a satisfactory adjustment of the grievance is not reached by the close of the fifth (5th) working day following the appeal of the grievance to the Resident District Manager or designee, such grievance may be submitted to arbitration.

Section 5 - Time Limits - All time limits in this Article 14 are exclusive of Saturdays, Sundays and the days recognized as Holidays. Extensions of time may be made by mutual consent of the parties. If the Union

fails to file and appeal a grievance within the agreed timelines, the grievance shall be considered withdrawn. If the Employer fails to respond to a grievance within the agreed timelines, the grievance shall automatically advance to the next step.

Section 6 - Grievance Time - No employee shall lose pay for time he or she spends during his or her regularly scheduled working hours in the processing of grievances, nor shall the Union steward involved lose pay for time they spend during their regularly scheduled working hours in the investigation or processing of grievances.

No Steward or other employee shall leave his or her work for the purpose of investigating or processing a grievance without first receiving permission from his or her Supervisor. Such permission shall not be unreasonably denied.

## **ARTICLE 15 – ARBITRATION**

Section 1 - Arbitration Procedure - Any controversy which has not been satisfactorily adjusted in STEP THREE of the Grievance Procedure may be referred in writing by the Union to the Employer for arbitration not later than ten (10) calendar days after the final decision in Step 3 of the Grievance Procedure is communicated to the Union Representative of the Union or in the event no final decision is announced. The parties shall meet promptly for the purpose of agreeing upon an arbitrator, but in the event they are unable to reach such agreement within ten (10) calendar days after the written request for arbitration is received by the Employer, the parties shall request the Federal Mediation and Conciliation Service (FMCS) a panel of seven (7) arbitrators

The parties shall select an arbitrator from the FMCS panel by alternately striking names (grieving party shall strike first) until one name remains who shall be the “selected” arbitrator. The parties shall submit the grievance to be arbitrated in a written stipulation to the arbitrator. Each party shall pay its respective expenses, but all expenses and fees in connection with the Arbitrator's services shall be borne fully by the losing party.

Section 2 - Authority of Arbitrator - The decision of the Arbitrator shall be in writing and shall be final and binding upon the Employer, the Union, the employee or employees involved, and upon all other employees represented by the Union. It is agreed between the parties that the word "grievance" shall not be interpreted to include questions of general wage rates throughout the bargaining unit. No arbitrator shall have the power during the term of the Agreement to order any increase or decrease in any classification of employees in such unit. These questions are reserved to the Employer and the Union.

The arbitrator may consider and decide only the particular grievance presented to him or her in the written stipulation and his or her decision shall be based solely upon an application or interpretation of the provisions of this Agreement. The Arbitrator shall not have the right to alter, modify or change this Agreement, nor shall his or her award, if any, be retroactive beyond the date the grievance was first presented in writing.

## **ARTICLE 16 – MEDICAL INSURANCE**

Section 1. Whereas, the Employer wishes to provide certain benefits through the Local 73 S.E.I.U. Health Fund ("Fund") for its employees ("Employees") who are covered for collective bargaining purposes by the Union; NOW, THEREFORE, for and in consideration of the premises and of the mutual covenants herein contained, the Employer, the Union and the Trustees hereby agree as follows:

1. The Employer adopts and agrees to be bound by all of the terms and conditions of the Agreement and Declaration of Trust of the Local No. 73 S.E.I.U. Health fund, as they now exist and as they may be amended from time to time ("Trust Agreement"), as fully as if the Employer were an original party thereto. Insofar as the Employer is obligated by this Agreement to make contributions to the Fund, the Employer shall be considered as an Employer as defined in Article 1, Section 1 of the Trust Agreement. The Employer hereby ratifies and agrees to be bound by all actions taken and to be taken by the Board of Trustees of the Fund pursuant to the powers granted them by the Trust Agreement, including, but not limited to the power to amend the Trust Agreement. This provision is contingent on the Fund providing the Employer a complete copy of the Trust Agreement and any amendments and policies relating thereto as they may be adopted.
2. Commencing with the effective date hereof, the Employer shall pay to the Fund Employer contributions and/or the amount deducted from the wages of its Employees for medical and prescription drug benefits, or other benefits as mutually agreed to, at the rate determined by the Trustees as shown in Schedule A. All contributions shall be due and payable at the Fund office on or before the twenty-fifth (25<sup>th</sup>) day of each month following the month in which the work for which the contribution is payable was performed. The Employer shall file with the Fund Office on or before the twenty-fifth (25<sup>th</sup>) day of each month, information relating to the employment during the preceding month of employees on whose behalf contributions are payable, including each Employee's name, Social Security number, and such other information which the Trustees may reasonably require.
3. Neither the Trustees nor the Fund shall have any obligation to enforce payment of contributions due to the Fund hereunder, provided, however, that the Trustees and the union shall have the right to sue in any court of competent jurisdiction to collect any contributions payable to the Fund pursuant hereto.
4. The Trustees shall have the right with or without cause, to terminate the Employer's Participation hereunder, not earlier than the first of the month after 60 days advanced written notice to the Employer, unless termination is due to non-payment of contributions in which case the Trustees can terminate participation effective the first day of the month after thirty (30) days advanced written notice to the Employer and the Union. Notice of such termination shall be sent by certified mail to the Employer and the Union at their addresses written below or, if no address appears below, then to their last known address. Such notice shall be effective upon receipt of such notice of termination, give written notice of such termination to each of its employees whose

participation hereunder will be thereby terminated. No notice to such terminated employees shall be required of or be given by the Fund, except to the extent required by law.

5. The Employer agrees that all past due contributions shall be subject to interest charges, liquidated damages and all costs of collection, including attorney's fees, as may be required under the Trust Agreement or any policy on employer delinquencies adopted from time to time by the Trustees.
6. The Trustees shall have the absolute right to increase, decrease, eliminate or otherwise modify any benefit provided by the Fund, and shall not be obligated in any manner whatsoever to provide or to continue any benefit in effect.
7. An auditing firm selected by the Trustees, or a Fund employee whose duties include the conducting of payroll audits shall have the right at all times during business hours to enter upon the premises of the Employer, at a pre-scheduled mutually agreeable time, to examine and copy such books, records, papers and reports of the Employer that may be reasonably necessary to determine the hours of work performed by any employee, to determine the place such work was performed, and to permit the Trustees to determine whether the Employer has made full payment to the Trustees of the amounts required to be paid under this Agreement. In addition, subject to any legal limitations that may apply, the Employer agrees to promptly provide such other information as is necessary to the Fund for the administration of benefits to the Fund and/or Union at other times upon request.
8. The Employer may terminate this agreement upon sixty (60) days' prior written notice by certified mail to the Fund. Absent such termination or a termination under paragraph 4, above, this Agreement shall remain in effect for as long as employer covered has a collective bargaining agreement or participation agreement with the Union which requires contributions to the Fund.
9. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.
10. To the extent not preempted by Federal law, this Agreement shall be governed by and construed under the laws of the State of Illinois.
11. This Agreement shall be effective January 1, 2017.

SCHEDULE A  
COVERAGE AND RATES

The Employer shall contribute to the Fund the following amounts per month for medical and prescription drug coverage for employees who regularly work thirty (30) hours a week or more.

The employer shall breakout Employer/Employee contributions on the monthly contribution report.

<b>Coverage Tier</b>	<b>Rates Effective 1/1/17</b>
PPO single	\$526.72
PPO single + spouse	\$1,073.08
PPO single + child(ren)	\$1,028.78
PPO family	\$1,575.14

Section 2. Effective January 1, 2017, the Employer shall contribute to the Local 73 S.E.I.U. Health Fund (the "Fund") ninety-five percent (95%) of the single premium. Employees electing insurance shall be responsible for the remainder of the cost through payroll deductions. Employees are eligible for coverage upon the first of the month following ninety (90) days of employment. Employees are responsible for paying 100% of the premium during the months of June, July and August unless they are scheduled to work thirty (30) hours or more a week for the entire month.

The Employer shall continue to contribute ninety-five percent (95%) of the single premium through the term of the Agreement. However, if the premium for single coverage shall at any time exceed fifteen percent (15%) of the 2017 premium for single coverage (\$526.72), the Employer or the Union may make a request to reopen this Article and the Appendix A for the sole and exclusive purpose of negotiating medical insurance plans, contribution rates and employee wage increases. Notice to re-open must be sent in writing thirty (30) days prior to the premium increase.

Employees electing insurance shall be responsible for the remainder of the cost through payroll deductions. Employees are eligible for coverage upon the first of the month following ninety (90) days of employment. Employees are responsible for paying 100% of the premium during the months of June, July and August unless they are scheduled to work thirty (30) hours or more a week for the entire month.

#### **ARTICLE 17 - LIFE INSURANCE PLAN**

Section 1. Life Insurance Plan A term Life Insurance Plan is hereby established in which full-time eligible employees regularly scheduled to work thirty (30) or more hours per week as defined in the contract will participate.

Effective January 1, 2017, the Union will provide a \$10,000 Life Insurance Plan paid by the Employer to those eligible employees regularly scheduled to work at least thirty (30) hours or more per week at no cost to the employee.

**ARTICLE 18 - SAVINGS CLAUSE**

If any provision of this Agreement is subsequently declared by the legislative or judicial or court competent jurisdiction to be unlawful, unenforceable or not in accordance with applicable statutes, 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 invalidation portion thereof.

**ARTICLE 19 - TOTAL AGREEMENT**

It is understood and agreed that this Agreement includes and does and shall constitute the sole and entire Agreement between the parties with respect to wages, hours, and working conditions of employees in the bargaining unit. The Agreement shall not be changed or modified by the parties hereto unless such change or modification is agreed to by both parties in writing.

**ARTICLE 20 - SUCCESSOR**

Should the Employer sell, assign or otherwise transfer the facility, the Employer shall notify the union in writing, and it shall notify the buyer of this Agreement.

**ARTICLE 21- NO STRIKE/NO LOCKOUT**

Section 1. The Union and its members employed by the Employer, individually or collectively, will not, during the life of this Agreement, encourage, cause or take part in any strike, work stoppage, work interruption, work interference, slowdown, sabotage of Company production or processes, sympathy strike, picketing or boycott against the Employer. The Employer will not engage in a lockout during the term of this Agreement.

Section 2. Employees who engage in any activity in violation of this Article shall subject themselves to discipline up to and including termination.

Section 3. In the event that any of the employees violate the provision of this Article, the Union shall immediately and publically disavow such action and order any of its members who participate in such action back to their jobs, forward copies of such order to the Company and use every means at its disposal to prevent the conduct and continuance of such action.

**ARTICLE 22 - TERM OF AGREEMENT**

This agreement shall be effective on the 27th day of January 2017 and shall continue in effect until the 30th day of June 2020.

This Agreement shall automatically be renewed thereafter from year to year unless either party notified the other in writing at least sixty (60) days prior to the expiration of the then current contract year it desires to modify or to terminate any designated or provisions of this Agreement and negotiations shall commence not later than twenty (20) calendar days subsequent to the receipt of any such notice.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have set their hands as of the day and year first above written.

**SEIU Local NO.73**

**CHARTWELLS HIGHER EDUCATION**  
A Division of Compass Group, USA, Inc.

\_\_\_\_\_  
Denise Poloyac  
Co-Trustee

\_\_\_\_\_  
Elizabeth Gavigan  
Resident District Manager

\_\_\_\_\_  
Willie English  
Senior Representative

\_\_\_\_\_  
Robert Bearman  
Director of Operations

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Deborah Thornton  
Regional LR Manager

**APPENDIX A**

**Wage Rate Schedule:**

For employees hired prior to July 1, 2016:

Current Rates are effective as of June 30, 2015

Cook	\$ 17.01
Baker	\$ 17.01
Storeroom/Receiving/Driver	\$ 13.58
FSW	\$ 13.58
FSW-Retail	\$ 13.58
Attendant, Catering	\$ 13.58
FSW-General Utility	\$ 13.58

**Wage increases:**

<u>8/14/2015</u>	<u>7/1/2016</u>	<u>7/1/2017</u>	<u>7/1/2018</u>	<u>7/1/2019</u>
2.00%	2.00%	2.00%	2.50%	2.50%

For employees hired after to July 1, 2016:

Cook	\$ 14.00
Kitchen Prep FSW	\$ 11.00
Baker	\$ 14.00
Lead Retail FSW Cashier	\$ 12.00
Storeroom/Receiving/Driver	\$ 11.00
FSW	\$ 11.00
FSW-Retail	\$ 11.50
Attendant, Catering	\$ 12.00
FSW-General Utility	\$ 11.00

<u>7/1/2017</u>	<u>7/1/2018</u>	<u>7/1/2019</u>
2.00%	2.50%	2.50%

**SHIFT PREMIUMS**

Twenty-five cents (\$0.25) per hour for those whose regular shift includes four (4) hours or more between 6:00 p.m. and 1:00 a.m.

**LEAD PREMIUM**

Leads shall receive a premium of fifty cents (\$0.50) per hour.

APPENDIX B

Work Locations\*

<b>EAST CAFÉ</b>	AYCTE
<b>JAMES STUKEL TOWERS</b>	AYCTE
<b>Catering</b>	CATERING
<b>AU BON PAIN</b>	RETAIL
<b>MARKET PLACE</b>	RETAIL
<b>DALEY GRIND</b>	RETAIL
<b>Halsted St Station</b>	RETAIL
<b>Morgan St Station</b>	RETAIL
<b>Leaf and Bean</b>	RETAIL
<b>ABP at OCC</b>	RETAIL
<b>Chick-fil-A COMING APRIL 2017</b>	RETAIL
<b>Panda Express COMING APRIL 2017</b>	RETAIL

\*Subject to change. The Company shall notify the Union of any addition and/or deletion from this list.