

AGREEMENT

between

SERVICE EMPLOYEES INTERNATIONAL UNION

LOCAL NO. 73 SEIU, CTW

AND

FLIK® INTERNATIONAL

A DIVISION OF

COMPASS GROUP USA, INC.

AT

HCSC

300 EAST RANDOLPH STREET

CHICAGO, IL 60601

EFFECTIVE DATES:

JANUARY 1, 2022 TO DECEMBER 31, 2024

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AGREEMENT

Agreement made this 1st day of January, 2022 by and between Flik® International, a division of Compass Group USA, Inc. (hereinafter collectively referred to as the "Employer" or the "Company") located at HCSC, 300 East Randolph Street, Chicago, IL 60601 and Service Employees International Union, Local 73, SEIU, CTW, (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 Employer, 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 Employer, the Union, and the employees in the bargaining unit represented by the Union.

ARTICLE 2 – RECOGNITION

Section 1 - Recognition - The Employer recognizes the Union as the exclusive bargaining agency for food service employees as listed in Appendix A, 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 Employer and also excluding all chefs, sous chefs, clerical employees, casual employees, management trainees, substitute employees, and all others as defined by the Act.

Section 2 – Definitions.

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

Part-Time Employee: A “part-time employee” is one who regularly works less than thirty (30) hours but more than twenty (20) hours per week.

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

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.

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.

The Union and the Employer 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 the employees, it is understood that such words are considered asexual and refer to females and males equally.

(ARTICLE 2 – RECOGNITION continued)

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 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 sixty (60) day periods by agreement of the Employer and the Union. During the probationary period an employee may be laid off or terminated at the discretion of the Employer. When successfully completed, the employee’s probationary period counts for both lengths of service and seniority purposes.

Section 5 – New Classification – In the event the Employer establishes a new job classification within the bargaining unit in addition to those listed in Section 1 of this Article 2, the Employer 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 6 – Non-Discrimination/Equal Opportunity – The Employer 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, Union activities or political affiliation, mental disability, except where age or lack of a specific physical or disability 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 Employer 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, 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 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 in the Employer. 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 Employer. In the event of change of equipment or decrease in volume of the work to be done or the subcontracting if any of the work to be done, the Employer shall have the right to reduce the working force if, in the sole judgment of the Employer, such reduction of force is required, and nothing in this agreement shall be constructed to limit or in any way restrict the right of the Employer 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 Employer.

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 Employer provided, however, that the Employer 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.

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

Section 2 – Union Activity – The Employer 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 operation nor in such manner as to interfere with the work or attendance at work of any employee.

Section 3 – Deductions and Union Security – 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 15th 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 4 – Indemnification – It is understood and agreed that the Union will indemnify the Employer 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.

(ARTICLE 4 – UNION MEMBERSHIP continued)

Section 5 - COPE Deductions – The Employer agrees to deduct and transmit to SEIU COPE such sums from the wages of employees who voluntarily authorize such deductions on the forms provided for that purpose by the Union. It is understood that such withholdings will be transmitted at the same time as the employee’s dues withholdings.

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 Employer 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 Employer shall each designate not more than two (2) representatives to a labor-management committee for this purpose. It is intended that such meeting occur not less than four (4) times each year, or more if mutually agreed. No employee shall lose pay for time he or she spends attending the meeting during his or her regularly scheduled working hours.

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 other classification’s rate of pay for the classification which would normally perform such work, or his/her own basic hourly rate, whichever is higher.

Section 3 – Catering Service and Hours - Prior to using temporary, contracted workers to perform catering functions (defined as special events outside the employee’s normal working hours), the Company agrees to offer the opportunity to do catering work to the Bargaining unit employees, with first preference to employees in the catering department. In the event that there are insufficient numbers of qualified volunteers to perform the catering work, the Company may then utilize outside, rental employees to work catered events.

(ARTICLE 6 – WAGES continued)

Bargaining members in the Catering department may have variable schedules based on the needs of the events. Schedules for such will be communicated as far in advance as possible. Opportunities to work catered events will be offered to most senior qualified volunteer during the employee's non-working hours.

ARTICLE 7 - HOURS, OVERTIME AND PREMIUM PAY

Section 1 - Definition -The basic workweek shall consist of thirty-seven and half (37.5) hours per week for five (5) consecutive days.

Section 2 - Nothing contained in this Agreement shall be construed as a guarantee of any number of hours worked per day or per week.

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 and vacation time will not be included in the calculation of hours worked. However, time-off taken as a paid holiday will be included in the calculation of hours worked.
- b. One and one-half (1½) 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 10.
- 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.
- e. No schedules or shifts will be changed to avoid paying overtime.
- f. Opportunities for overtime hours will be offered to qualified bargaining members based on seniority. If no qualified bargaining members are able or willing to work the additional hours, non-bargaining unit personnel may be scheduled to work the event.
- g. If an employee misses his or her turn for an overtime opportunity by error or mistake, 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 Employer will be available to the Union for inspection.

(ARTICLE 7 - HOURS, OVERTIME AND PREMIUM PAY continued)

Section 4 - Guarantee of Pay on Call-In - Employees shall be paid at the rate of one and one-half (1 ½) times their basic hourly rate with a minimum guarantee of two (2) hours or for the actual hours worked whichever is greater, when the employee is called back by the Employer for emergency work. For every subsequent call during the two (2) hour period which begins when the employee signs in, the employee will receive two (2) hours of pay at one and a half (1½) times the basic hourly rate.

Section 6 - Notice of Shift Change - An employee and a Union steward shall be given at least ten (10) working days notice of any permanent change of shift or hours of work if operationally possible.

Section 7 - Shift Preference - Employees may bid for shift preference when there is a shift vacancy or a new shift has been created. Seniority and qualifications will determine eligibility for shift preference.

Section 8 - Employees reporting to work on his/her scheduled starting time without prior instructions from the Employer not to do so, for justifiable reasons, will be given one-half (1/2) their regularly scheduled hours worked or pay at the employee's regular straight time hourly rate in lieu of such work unless the reason is beyond the control of the Employer or the employee voluntarily leaves.

Article 9. - Waiver of Chicago Fair Workweek Ordinance

The parties agree that the requirements of the Chicago Fair Workweek Ordinance, Municipal Code of Chicago, Title 1, Chapter 1-25, Sections 1-25-010 through 1-25-170 in their entirety (hereinafter "Chicago Fair Workweek Ordinance"), are hereby waived and any and all rights, entitlements and claims by or on behalf of bargaining unit employees under the Chicago Fair Workweek Ordinance are hereby waived for the term of this agreement and that no such benefits under the Chicago Fair Workweek Ordinance shall be due or owing to any bargaining unit member(s).

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.

(ARTICLE 8 – VACATIONS continued)

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. Thereafter, vacation time with pay shall be accrued as follows:

LENGTH OF SERVICE WITH COMPASS GROUP*	VACATION DAYS EARNED ANNUALLY	ANNUAL VACATION
One (1) Year to after Completion of Two (2) Years	5	One (1) Week
Two (2) Years to after Completion of Ten (10) Years	10	Two (2) Weeks
Eleven (11) Years to after Completion of Nineteen (19) Years	15	Three (3) Weeks
Effective After Completion of Twenty (20) Years and Over	20	Four (4) Weeks

(*After one year of service with Compass Group, the employee’s continuous service in the bargaining unit will be recognized for vacation accrual purposes. See Appendix B.)

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. A seniority list, for the purpose of bidding vacation dates, must be posted by the Employer not later than November 1st of each year, and employees must have completed their bidding for vacation not later than December 1st of each year. After December 1st, all other vacation must be scheduled two weeks in advanced and approved by Management. It will be “first come first served”. It is understood and agreed that the number of vacation requests which may be granted at any time is dictated by the necessity of maintaining the Employer's operating requirements.
- b. Vacation time is not "advanced"; that is, employees may not take vacation time before it is earned.

(ARTICLE 8 – VACATIONS continued)

- c. When employment terminates for any reason, 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. Vacations cannot be saved up for use during the following anniversary year and must be taken before the end of the employee’s anniversary year. No employee will be allowed to take more vacation during their current year’s entitlement during any one anniversary year. Receiving pay instead of vacation is not allowed.
- f. Vacation shall be paid eight (8) hours a day for full-time employees.

ARTICLE 9 - SICK DAYS

Section 1- Newly hired full-time employees should earn paid sick pay as following based on month of hire:

- January-March - Three (3) days
- April-June – Two (2) days
- July-September – One (1) day
- October – December - none until following January

Employees are eligible to use their paid sick days after completion of their probationary period.

Thereafter, full-time employees shall earn paid sick days as follows:

After Completion of:	No. of Sick Days
Two (2) Years	Four (4)
Three (3) Years	Five (5)
Six (6) Years	Six (6)

Section 2 - Sick Days shall be paid at the employee's regular hourly rate times their regularly scheduled daily hours at the time of the absence.

Section 3 – Unused sick days shall be paid out at the end of the calendar year.

Section 4. Waiver of Cook County and Chicago Sick Leave Ordinances

The parties agree that any and all rights, entitlements and claims by or on behalf of bargaining unit employees under the Cook County Earned Sick Leave Ordinance, Chapter 42, Human Relations Article 1, Section 42-1 through 42-6 of the Cook County Code (herein after “ESL”) and the Chicago Paid Sick Leave Ordinance Title 1, Chapter 1-24-045 through 1-24-70 in their entirety and Title 1, and Chapter 1 1-24-80 through 1-24-110 to the extent that Chapter 1-24-045 through 1-24-70’s subjects are covered by those sections, of the Municipal Code of Chicago (PSL) hereby waived for the term of this agreement and that no such benefits under the ESL and PSL shall be due or owing to any bargaining unit member(s).

ARTICLE 10 – HOLIDAYS

There will be nine (9) recognized paid holidays each calendar year, including the following: New Year's Day, Martin Luther King Day, Memorial Day, Juneteenth Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day.

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 Employer 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.

An eligible employee who is on unpaid leave of absence or in a lay-off status shall not receive holiday pay

ARTICLE 11 - PERSONAL DAYS

Eligible full-time employees will be eligible for one (1) personal day after completion of one (1) year of service with the Company.

ARTICLE 12 – SENIORITY

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.

Section 2

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

b. In the event the Employer 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

(ARTICLE 12 – SENIORITY continued)

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 13.

* The laid-off employee shall have the right to apply for any vacant position posted or for any position held by an employee who has not yet completed the probationary period .

* If the laid-off employee is determined to be qualified by the Employer, 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 (1) of them is to be laid off, the employee with the lower social security number shall be retained.

e. 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.

f. 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 Employer.
- d.** Lay-off as provided under provisions of this Article.

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

- a.** Is absent for a period of two consecutive working days without notification to the Employer 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,

(ARTICLE 12 – SENIORITY continued)

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 Employer's records. An employee re-instated after termination of employment caused by any of the foregoing reasons shall be considered a new employee.

h. 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 if approved by Management.

i. The Employer 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 avocation 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 be 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.

j. 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.

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

(ARTICLE 12 – SENIORITY continued)

l. Employees laid off due to lack of work shall 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.

m. The Employer agrees to compile and furnish to the Union lists for each occupational group showing the seniority, job classification, and wage rate 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 Employer will post seniority lists on department bulletin boards.

ARTICLE 13 - 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 12. 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 Employer.

Section 3 - The Employer 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 provided from the Union will be posted on the Union bulletin board.

(ARTICLE 13 - PROMOTIONS AND TRANSFERS continued)

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 four percent (4%) above their current pay rate, whichever is greater.

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 Employer 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 probationary 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.

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 job immediately.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

Section 1 - Excused Absence/Death in Family - In the event of the death of the mother, father, daughter, son, brother, sister, spouse, grandfather, grandmother, granddaughter, grandson, current mother-in-law or current father-in-law, an eligible non-probationary employee who regularly works a schedule of thirty (30) hours or more per week will be granted an excused absence with pay for an appropriate number of working days, but not to exceed three (3) working days, as the circumstances warrant. It is agreed that required travel time may be included in the maximum allowance of three (3) working days.

The Employer shall at its discretion, be entitled to require proof of death, relationship and the distance traveled before any payments under this provision become due.

Section 2 - Bulletin Boards - The Employer 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 - 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 Employer.

Section 4 - Safety and Occupational Health - Safety and occupational health is a concern to the Employer and the Union. It shall be the objective of the Employer to prevent accidents and health hazards. The Employer and the Union mutually recognize the need for a work environment in which safe operations can be achieved in accomplishing all phases of work.

(ARTICLE 14 - MISCELLANEOUS PROVISIONS continued)

a. Protective devices, wearing apparel, and other equipment necessary to properly protect employees from injury or illness shall be provided by the Employer 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 Employer 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 16.

c. The Employer 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 5 - Uniforms - The Employer agrees to furnish, replace, and repair all regulation uniforms for the employees. All employees are responsible for the cleanliness and appearance of their uniforms.

Section 6 - Work by Supervisors - Managers and supervisors shall not perform bargaining unit work, except for the purpose of training employees, demonstrating new equipment or methods, or meeting short-term business needs that derive from emergencies such as employee call-offs. Chefs and sous chefs will be permitted to continue to help in the kitchen and with the serving line consistent with past practice.

Section 7 - Rest Periods - Employees regularly scheduled to work a minimum of four (4) hours per day will have one fifteen (15) minute paid rest period to be granted subject to operational requirements. Employees regularly scheduled to work six and one fourth (6¼) hours or more will have an additional thirty (30) minute unpaid meal break.

Section 8 – Lay-Offs - If possible and within the Company's knowledge, the Company shall provide twenty-one (21) days' notice prior to layoff.

ARTICLE 15 - 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 him/her.

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 seven business days after learning of the circumstances on which the discipline is based, unless there exists 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 Grievance Representative or designee within seven calendar days 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 and disciplinary suspension of up to three (3) scheduled work days.
- 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, provided no other disciplinary action has been taken against the individual within those twelve (12) months.

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 he/she wishes a steward 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 the employee's next shift.

(ARTICLE 15 - DISCIPLINE & DISCHARGE/JUST CAUSE continued)

Section 6 - Absence and tardiness issues shall be considered together on a separate track from other disciplinary issues. If the Chicago Transit is shutdown or if the Government orders a state of emergency shutting down the roadways into the downtown Loop area, then an absence or tardy shall not be treated as an occurrence.

Section 7 – Managers, supervisors and employees will treat one another with dignity and respect.

ARTICLE 16 - 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 4 - Union Representatives - The Employer agrees to recognize a reasonable number of certified Union Stewards up to a maximum of three (3) and a representative of the Union or a duly elected or appointed officer of the Union.

Section 5 - Grievance Procedure - Grievances shall be processed in accordance with the following procedure:

Step 1. Meetings between the Union Steward and/or Union Representative, General Manager, or his or her authorized representative; the aggrieved employee or employees shall be given the opportunity to be present. No more than one (1) 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 and at a minimum containing a statement of the facts, the provision(s) of the Agreement which is alleged to be violated and the relief requested. The Employer representative hearing the grievance shall have seven (7) days in which to announce a decision in writing. If the grievance is to be appealed to Step Two this must be done within seven (7) days following the date of the decision of the Employer representative hearing the grievance, or in the event no decision is announced.

(ARTICLE 16 - GRIEVANCE PROCEDURE continued)

Step 2. Meetings between the Union including the business representative, and the Regional Vice President or his designee, one (1) Union Steward and the aggrieved employee or employees shall be given the opportunity to be present. (The meeting may be done via telephone conference.) The grievance must be appealed in writing, signed by the aggrieved employee or employees in three (3) copies on the approved grievance form. The Employer representative hearing the grievance shall have seven (7) days in which to announce a decision in writing. If a satisfactory adjustment of the grievance is not reached by the close of the seventh (7th) day following the appeal of the grievance to the Regional Vice President or designee, such grievance may be submitted to arbitration.

Section 6 - Time Limits - All time limits in this Article 16 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 7 - 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 17 – ARBITRATION

Section 1 - Arbitration Procedure - Any controversy which has not been satisfactorily adjusted in Step 2 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 2 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.

(ARTICLE 17 – ARBITRATION continued)

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 18 - INSURANCE

Effective January 1, 2023

Section 1 Eligibility All regular full-time employees, (those on a regular schedule of thirty (30) hours per week or more) effective the first of the month following ninety (90) days of employment shall be eligible to participate in the Employer's health, dental, vision and life insurance programs described below, Plan content may change, but it shall be the same as offered to all Compass Group employees in the region. The Employer may not make significant changes to content without first negotiating with the union.

Cost sharing shall be as follows:

Medical Insurance — Employer/Employee contribution are below:

Three Medical Plan Options – The following employer/employee premium split:

Bronze	80%/20%
Silver	80%/20%
Gold	60%/40%

If medical insurance premium increases, it shall occur each year on January 1st.

The employee share of the premium shall be deducted on a pre-tax basis.

Section 2. Vision insurance. The Employer will make two (2) vision plans available.

Basic and Comprehensive	100% Associate Paid
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(ARTICLE 18 – INSURANCE continued)

Section 3. Dental insurance. The Employer will make available two (2) dental plans with the following employer/employee premium split:

Basic	80%/20%
Comprehensive	60%/40%

Section 4. Life insurance. The Employer will provide a life insurance policy in the amount of ten thousand dollars (\$10,000.00), at no cost to full time employees.

Age of Insured	Amount of Insurance as a Percentage of Amount to Prior to Attaining Age 65
65-69	65%
70 and over	50%

Eligible employees may purchase supplemental life insurance coverage for themselves by paying the full premium via payroll deduction.

Section 5. Disability insurance. The Employer will provide, at no cost to the employee, Short-Term Disability Insurance coverage in the amount stated below, per week, payable on the first (1st) day accident or hospitalization, or on the eighth (8th) day of illness, for a maximum of twenty-six (26) weeks. The plan will pay a weekly maximum of \$250 per week.

Section 6. Family/Employment Status Changes: After the initial open enrollment period employees may only change their elections once each calendar year, this open enrollment period is usually during the month of November, with an effective date of change as January 1st. The provisions of these elections and the bi-weekly payroll deduction are subject to the applicable plan descriptions and IRS regulations.

Generally, once benefit selections are made, they remain in effect for the rest of the plan year (January 1 - December 31). However, employees may change some of their choices during the year if they have a family or employment status change and notify the Employer in writing within thirty (30) days of the change.

1. Marriage, divorce, or legal separation, (there must be a court order granting the divorce or legal separation).
2. Death of spouse or other dependent.
3. Birth or legal adoption of a child.
4. Spouse's termination or commencement of employment.
5. Employee or spouse switching from part-time to full-time status.

(ARTICLE 18 – INSURANCE continued)

6. A significant change in the employee's or spouse's health care coverage due to your spouse's employment.
7. Employee or spouse taking an unpaid leave of absence.
8. Dependent reaches an age which means they are no longer eligible for benefits under Compass program.

Section 7. Dependent reaches an age which means they are no longer eligible for benefits under Compass program immediately with the following exceptions:

If an employee is granted an unpaid leave of absence in accordance with the FMLA, coverage shall continue for up to twelve (12) weeks, provided all regularly required premium contributions are received. Life insurance will continue for the full period of the leave.

Section 8. An open enrollment period shall be held annually in November. Enrollment forms specific to this site shall be made available to all eligible during the employee's enrollment period. Every eligible employee must complete enrollment each year in November to ensure up to date benefit selection, including beneficiary designation.

ARTICLE 19 - 401 (K) PLAN

Eligible employees may participate in the Employer 401 (k) retirement plan.

ARTICLE 20 - 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 21 - 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 22 – 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

(ARTICLE 22 – NO STRIKE/NO LOCKOUT continued)

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 23 - TERM OF AGREEMENT

The term of the contract will be three years. This agreement shall be effective on January 1, 2022 to December 31, 2024.

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

Flik ® International, a Division
of COMPASS GROUP USA, INC.

Service Employees International Union
Local NO. 73 SEIU, CTW

Christopher Wright

[Handwritten Signature]

Megan Kopfensteiner

Deborah Thornton

APPENDIX A
WAGE RATE SCHEDULE

Section 1 – Minimum Wage Rates

Lead Cook	\$20.00
Cook	\$17.00
Front of the House Attendant	\$17.00
Catering Attendant	\$17.00
Barista	\$17.00
Receiver	\$16.00
Utility	\$15.50

Section 2 - All employees who are below the minimum rate in their classification shall receive the greater of either the minimum rate or the amount of the general wage increase described below. No employee will be paid less than the appropriate minimum rate listed above.

Section 3 - General Wage Increase

January 1, 2022	\$0.50
July 1, 2022	\$0.50
January 1, 2023	\$0.50
July 1, 2023	\$0.50
January 1, 2024	\$0.50
July 1, 2024	\$0.50

APPENDIX B

The following hire dates shall be used for the purposes of Article 8 – Vacations and Article 9 – Sick Days:

Last Name	First Name	Hire Date
Auguiniga	Ruben	8/24/2001
Castillo	Irene	8/30/2000
Chiqui	Hector	12/1/1997
Cortez	Artemio	11/16/1975
Cruz	Mario	7/6/1999
Landa	Pedro	4/2/1983
Lopez	Enrique	3/20/1980
McGilberry	Sherrie	5/13/1999
Medina	Carlos	5/18/1980
Ortiz	Jose	8/8/2004