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AGREEMENT
BY AND BETWEEN

CHARTWELLS HIGHER EDUCATION
AT
ILLINOIS INSTITUTED TECHNOLOGY
A DIVISION OF COMPASS GROUP, USA
3201 SOUTH STATE STREET CHICAGO, IL 60616

AND

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL NO-73 C.T.W., CLC

EFFECTIVE DATES:

June 1, 2026 to May 31, 2029

45017, 45019

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AGREEMENT

Agreement made this 1st day of June, 2026 by and Chartwells at Illinois Institute of Technology, a division of Compass Group, USA, 3201 South State Street, Chicago, IL 60616 (hereinafter collectively referred to as the "Company" or "Employer") and Service Employees International Union, Local No. 73, C.T.W., CLC (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 as the exclusive bargaining agency for cafeteria employees assigned to the "Commons" and Center Court, both located in the McCormick Tribune Campus Center, with respect to rates of pay, hours of work and conditions of employment including part time employees (who work less than 30 but 20 hours or more) but excluding supervisory employees with authority to hire and discharge employees of the Company and also excluding all student employees, management trainees, substitute employees, catering 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 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 gender neutral and refer to females and males equally.

Section 3 - Definition of Regular Employee - A regular employee is one who has satisfactorily completed a Probationary Period of at least sixty (60) 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 sixty (60) days of employment Said probationary period may be extended for additional sixty (60) 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 (Recognition), 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.

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ARTICLE 3 - NON-DISCRIMINATION

Section 1. The Employer and the Union agree that neither of them will discriminate against or harass any of the Employer's employees because of the employee's race, color, religion, sex, sexual orientation, age, national origin, disability, veteran status or any other personal characteristic that is protected by applicable law. The Employer and the Union also agree that neither of them will retaliate against any of the Employer's employees who complain of discrimination or harassment or who participate in an investigation regarding discrimination or harassment.

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

Section 2. Gender. The use of pronouns "he" or "she" and the suffixes "men" or "women" shall not be interpreted to refer to members of only one sex but shall be gender neutral.

Section 3. Americans with Disabilities Act. This Agreement shall be interpreted to permit the reasonable accommodation of disabled persons as required by state and/or federal law, including the Americans with Disabilities Act (ADA). In the event that a proposed accommodation would conflict with any provision of this Agreement, the parties, at either's request, shall meet to discuss the proposed accommodation. The parties agree that any accommodation made by the Employer with respect to work schedule, job duties or any other term or condition of employment shall not in any way become applicable to any other individual, class or group of employees, but shall apply only to the person or persons accommodated in the particular situation. The fact that such person or persons was accommodated, and the manner and method of such accommodation, shall be without precedent and, therefore, may not be used or relied upon by any other person for any purpose at any time.

Section 4. Ethnic Diversity and Cultural Issues. The parties recognize the importance of creating an inclusive workplace where employees of diverse backgrounds can work and communicate effectively.

ARTICLE 4 - 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 Company, subject to the layoff and recall provisions of the Agreement. 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 work to be done or the subcontracting if 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.

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ARTICLE 5 - 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.

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

Section 2 - Hiring - Subject only to the provisions of the preceding Section 1 and of Article 3, 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 - Upon receipt of proper written authorization from an employee, in the form adapted, approved, and certified by the union, the Company agrees to deduct from the wages of the employee and to forward to the Secretary-Treasurer of the Service Employees International Union, Local 73, C.T.W., CIC, union dues and initiation fee in such amounts as may from time to time be certified by the Union as authorized by vote of the membership under the Union By-Laws, and payable in one monthly installment by the fifteenth (15th) of the following month that dues were deducted. Deduction for dues and initiation fee shall be made either weekly or bi-weekly commencing with the month following the date of authorization. If during any pay period when a deduction for Union dues and initiation fees would have been made hereunder, an employee has not earned sufficient wages to cover his or her Union dues after other authorized deductions have been made, no deduction for Union dues and initiation fee will be made that pay period; however, additional deductions will be made in every pay period in which sufficient wages were earned until all back Union dues and initiation fees have been deducted.

Upon receipt of proper written notification from the employee that the employee is revoking his or her authorization, the Company will cease deducting dues from his or her pay. The employee shall send a copy of such notification to the Union.

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.

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Section 6 - 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 6 - 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 two (2) representatives to a labor-management committee for this purpose. It is intended that such meeting occur not more than four (4) times a year.

ARTICLE 7-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 earn 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.

Section 3 - If employees voluntarily moves to a lower classification, the employee's pay is reduced to the rate of the lower classification. If the employee is being paid over their current classification rate, they will continue to receive the same difference in their wage rate when they move to the lower or higher classification.

Section 4 - Employees shall receive an additional $1.00 per hour for employees designated by Management for training. No employee is responsible for training unless designated by management.

ARTICLE 8 - HOURS, OVERTIME AND PREMIUM PAY

Section 1 - Definition - The basic workweek shall consist of forty (40) hours per week of five (5) days if operationally possible. Overtime will be paid for hours worked over forty (40) hours per week.

Section 2 - Nothing contained in this Agreement shall be construed as a guarantee of any number of hours worked per day or per week. The Company will attempt to schedule positions that provide forty (40) hour per week where operationally possible. If volunteers are not available and overtime is required, the least senior qualified employee will be required to work overtime.

Section 3 - Premium Pay for Overtime - Premium pay shall be paid as follows:

A. One and one-half (1 1/2) 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, paid time off will not be included in the calculation of hours worked.
B. Two (2) times the basic hourly rate of the employee for hours worked on the seventh consecutive day of work in any workweek.

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C. Double time for all hours worked over twelve (12) in the twenty-four (24) hour period beginning with the employee's normal shift starting time. There will be no pyramiding of overtime.

Section 4 - Guarantee of Pay on Call-in - Employees shall be paid at the rate of one and one- half 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 Company for emergency work.

Section 5 - Distribution of Overtime - The Company will distribute overtime equally (on a rotational basis) among employees in their respective classifications by seniority. 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. The Company will post a schedule monthly showing overtime worked for all employees.

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 seven (7) working days' notice of any permanent changes to shift or hours of work.

Section 8 - Shift Preference - Four (4) weeks prior to the start of Fall and Summer classes, a seniority list will be posted along with the new schedules. Employees will have two (2) weeks in which to view and bid on these schedules, which will be awarded to qualified bidders on the basis of seniority at the end of this two (2) week period.

The Company will distribute written information to each employee, including dates and locations for the shift bidding, prior to the end of the previous term.

Before the start of the Fall semester bidding will be scheduled two (2) weeks prior to the start of the school year. Employees will be allotted at least five (5) minutes and up to fifteen (15) minutes, by seniority, in order to select shifts for which they are qualified.

Employees who work in retail units that require brand training have a right to first refusal for the position they currently hold during the Fall bid. 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.

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- Employees must choose to participate in one of the following systems for payments of wages and reimbursements:

- The Employer's direct deposit system

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- The Employer's pay card system

Section 10 – Voluntary reductions in hours shall be offered prior to any involuntary reduction in scheduled hours.

Section 11 – 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 9 - VACATIONS

Section 1 - Eligibility - Full-time and regular Part-time employees shall be eligible for vacation.

Section 2 - Earning of Vacation Benefits

A. Vacation time shall become "vested" or "earned" upon its accrual following each month. Employees shall earn vacation time for the period of December 1st thru November 30th each year based upon the following schedule:
B. Vacation time shall be earned as follows:
    1. Newly hired employees shall accrue 1/2 of a vacation day for each month of employment during the first 5 years of their employment, to a maximum of 5 days per year.
    2. Upon the employee's fifth (5th) vesting date, through their fifteenth (15^{th}) vesting date, employees shall accrue one (1) vacation day per month of service, to a maximum of 10 days per year.
    3. Upon the employee's sixteenth (16^{th}) vesting date, and for each year thereafter, employees shall accrue one and one-half (1 1/2) vacation days per month of service, to a maximum of 15 days per year,
C. For an employee to have "earned" vacation time in a month, they must have worked at least 50% of the days in that month. For purposes of calculation, for the months of August, May, November and December, an employee shall "earn the day" for those months if they work a minimum of 25% of the days in that month.

To determine the number of hours that an employee shall be compensated for a day, the Employer shall base the calculation upon the greater number of one of the following options:

- The average daily scheduled hours that the employee bid on for that semester:
- The average daily hours paid for the first 13 weeks of the most recent semester

Section 3 - Regulations - Vacation benefits shall be subject to the following provisions:

A. 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 Company's operating requirements. Vacation may not be taken one week prior and two weeks after the start of the Fall academic semester. A senior employee will receive vacation request's preference when more than one employee in the same classification applies for an identical or overlapping vacation period. Vacations will be scheduled two weeks in advance in writing, unless time is agreed to by management, and an employee's request for changes are subject to agreement by all affected employees and by the Department Head.
B. Vacation time is not "advanced", that is, employees may not take vacation time before it is earned.
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

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employee's earned vacation balance. The employee shall have the right to take that day immediately before or immediately after the scheduled vacation.

E. Employees who have unused vacation time at the end of November shall be paid out for their unused time no later than the second pay period in December on a separate check.
F. If an employee's available vacation is not reported on the standard pay stub, the Employer shall provide on a monthly basis a report indicating each employee's available vacation accrual.

ARTICLE 10 - HOLIDAYS

There shall be ten (10) recognized paid holidays each calendar year, including the following:
New Year's Day, Dr. Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, and one (1) scheduled Personal Day.

Whenever any of the foregoing holidays fall 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 workday 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.

To determine the number of hours that an eligible employee shall be compensated for a Holiday not worked, the Employer shall base the calculation upon the greater number of one of the following options:

- The average daily scheduled hours that the employee bid on for that semester:
- The employee's scheduled daily hours

To determine the amount an eligible employee shall be compensated for a Holiday worked, the Employer shall base the calculation upon one and one-half (1 1/2) times the basic hourly rate of the employee for all hours worked on a day recognized as a paid holiday plus holiday pay.

An eligible employee who is on unpaid leave of absence or in a lay-off status shall not receive holiday pay. However, an employee who is hospitalized or who is sick and under a doctor's care and is in pay status using accrued paid sick days on a holiday shall be paid for the holiday. For purposes of this paragraph, the period of time in December and January that the unit is shut down for winter break shall not constitute a lay-off status and employees shall be eligible for holiday pay provided they work their last scheduled workday and first workday after the holiday, unless the employee has previously been granted an excused absence with or without pay. Payment of holidays shall occur with the first pay period following return from winter break.

ARTICLE 11 – SICK DAYS

Section 1 - Paid 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 non-occupational disability leave when needed, accrued at the rate of one-half (1/2) day per month for twelve (12) month eligible employees working a minimum of thirty (30) regularly scheduled hours per week up to a maximum of six (6) days per school year.

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Ten (10) month eligible employees who are regularly scheduled to work thirty (30) hours per week or more will accrue disability leave at the rate of one-half (1/2) day per month up to a maximum of five (5) days per school year.

Should an employee utilize a sick day, pay for such day shall be based upon their scheduled hours for that day. Unused leave shall be cumulative from year to year, up to a total not exceeding ninety (90) hours that may be used for FMLA leave only due to the employee's own illness. Unused days may be paid out separately from wages in the second pay period of December of each year if the eligible employee makes, a request no later than the first pay period in November, but just for that year's unused days.

To determine the number of hours that an eligible employee shall be compensated for an unused Sick day, the Employer shall base the calculation upon the greater number of one of the following options:

- The average daily scheduled hours that the employee bid on for that semester:
- The average daily hours paid for the first 13 weeks of the most recent semester

An employee unable to report to work shall so inform his Manager as soon as possible on or before each day of absence due to illness or injury and each subsequent day unless otherwise authorized by the Manager. Time lost by an employee who fails to notify his Manager within two (2) hours before his assigned starting time, or one (1) hour before a shift beginning at 6:00 a.m. or earlier, shall be treated as an unexcused absence.

A manager may request the employee to furnish a certificate completed by a licensed physician upon return from absence due to non-occupational disability in excess of three (3) consecutive working days, in cases in which an employee has been warned within the past year (written warning on file) that the absences are considered to be excessive. The Manager may require such a certificate covering an absence of one (1) day for the employee to receive pay.

The Union will cooperate with the Company to reduce excessive absences. This cooperation will include, if necessary, involvement of the union stewards in discussions with those employees identified to the union by the Company as abusing the sick leave policy.

The employee may return to work with no loss of seniority if the disability terminates within twelve (12) months or length of seniority whichever is less. If the disability terminates more than twelve (12) months or more than the length of seniority whichever is less after it began, the employee will have no right to re-employment but will be considered for the first available opening for which he or she is qualified. If re-hired, he or she will be considered a new employee with no prior accumulated service.

The employee will receive pay not to exceed his accrued paid sick days. The employee must be certified disabled by a licensed physician. If the employee is released to return to full duties by a licensed physician, within but not exceeding twelve (12) weeks or the number of days of accrued sick leave the employee has accumulated, whichever is greater, the employee will be returned to his or her previous classification at the prevailing rate he would have otherwise received had he been working. If the employee is released to work after twelve (12) weeks and after he or she has used all the accrued sick time, but less than twelve (12) months from the date the leave began (or length of seniority, whichever is less), 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 has sufficient seniority in relation to other employees in that classification. If within twelve (12) months or length of seniority whichever is less, the employee is released to return to work but has insufficient seniority or no opening is available, he or she will be considered on lay-off status.

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Employees' medical disabilities caused or contributed to by pregnancy, childbirth, or related medical conditions shall be treated the same as disabilities caused or contributed to by other medical conditions.

In addition to the above, and in compliance with the Family and Medical Leave Act of 1993, an employee will, upon request, be granted a leave of up to twelve (12) weeks following the birth or adoption of a child or receiving a child for foster care or to care for a family member of the employee (as defined in Company's FMLA procedure) if that family member has a serious health condition. Procedures and regulations relating to these leaves are set forth in the Company procedure manual, and a copy of the procedure may be obtained from the employee's supervisor or Human Resources.

Section 2 - Occupational Disability Leave - An employee absent from work because of such occupational disability is entitled to benefits under the Illinois Worker's Compensation Act or the Illinois Occupational Diseases Act.

An incident which may give rise to an occupational illness or injury must be reported to the employee's Supervisor as soon as possible. Likewise, the injury or illness itself must be reported to the employee's Supervisor as promptly as possible in order to be certified as occupational.

The Company may require the employee, as a condition of continuing the occupational disability leave, to be examined by a physician selected by the Company who will certify the disability.

The employee may return to work with no loss of seniority if the disability terminates within twelve (12) months, if the disability terminates more than twelve (12) months after it began, the employee will have no right to re-employment but will be considered for the first available opening for which he or she is qualified. If re-hired, he or she will be considered a new employee with no prior accumulated service.

If the employee is released to return to full duty by a licensed physician, within but not exceeding twelve (12) months, the employee will be returned to his or her previous classification at the prevailing rate he would have otherwise received had he been working, and provided he has sufficient seniority in relation to other employees in that classification. If within twelve (12) months the employee is released to return to work but has insufficient seniority or no opening is available, he will be considered on layoff status.

Section 3 – 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 and Chicago Paid 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) and (PL) hereby waived for the term of this agreement and that no such benefits under the ESL, PSL and PL shall be due or owing to any bargaining unit member(s).

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. Employees who were employed at the time the Company took over as operator shall maintain their seniority from the previous employer.

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Section 2 - A new employee shall be considered a probationary employee until he or she has had sixty (60) 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 3 - Seniority shall continue to accumulate during:

Leaves of absence caused by illness or injury.
Absence for service with the U.S. Armed Forces.
Other leaves of absence approved in writing by the Company.
Lay-off as provided under provisions of this Article.

Section 4 - 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 to 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.
D. Is released.
E. Fails to report for work at the termination of an authorized leave of absence or excused absence.
F. 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 5 - 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 6 - 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 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 return 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 7 - Reduction in Force other than the Seasonal Shut-Down Periods (Winter Break and Spring Break) and Summer scheduling

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A. The Company recognizes the principal of occupational classification seniority 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.

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 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 (1) 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.

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's name whose is drawn from a hat shall be retained.

Section 8 -

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

Term of Employment	Notice
0-3 Months	None
3-6 Months	1 Week
6 Months or more	2 Weeks

The Company, at the discretion of the General 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 9 - Recall. Restoration within each classification shall be made in the reverse order of reduction in force of that classification.

Employees laid off due to lack of work shall have recall rights for a period of time equal to their length of

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continuous service, but not more than twelve (12) months in their own position. 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.

Seasonal Shut-Down Periods and Summer Scheduling

Section 10 - The parties recognize that the staffing needs during the Seasonal Shut-Down Periods and the Summer period may be different that then needs during the normal academic year. To this end, the parties have developed the following guidelines to be applied to these periods:

a. The Employer shall identify its staffing needs related to the period in question. Once the needs have been identified, the Employer shall schedule a meeting with the Union Stewards to communicate the information.
b. Based upon the needs of the operation, the Employer will solicit volunteers from the available employees who desire to work during the shut-down period. From that list, the Employer will fill the available slots that are needed based upon the Classification seniority of the employees. Employees must be qualified to perform the work.
c. Should there be more volunteers than available work in a given classification, employees may request a preference to work in a lower classification, provided they have the seniority and are qualified to perform the work.
d. Should there be more available work than volunteers, the Employer may require the least senior employees to perform the work.
e. Additional hours that may become available during the shutdown periods will first be offered to those that are currently working, provided it does not result in overtime. It will then be offered to those that volunteered to work, for which work was not available. If the need has still not been filled, the Employer may fill the need as they see fit.
f. Union Stewards shall be given preference to work during the Shut-Down periods. They shall be allowed to request a preference in accordance with their Classification Seniority, and in the event their seniority is insufficient, they shall be allowed to "bump" the least senior person in their respective classification who is scheduled to work.
g. Should the parties wish to amend these guidelines at any point during the life of this agreement, they may schedule a meeting for the purpose of doing so. Any modifications, additions, or deletions to these guidelines shall be reduced to writing, signed and dated by the respective parties.

Section 11 - 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.

Section 12 - A quarterly seniority list be provided to the union representatives, including employee contact information such as, phone number, email address, and physical address.

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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 (Seniority). 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. Employees within the classification in which the vacancy exists, in order of their length of service.
b. Current employees in other classifications.
c. 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. The senior employee not granted the promotion shall be notified as to the reason why he or she was not selected for the position, and any interested applicant can request the reason why he or she was not selected for the position.

Section 4 - Employees promoted to a job classification with a higher 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 be 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 also elect to return to his or her former position during the thirty (30) working days trial period.

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 or grandchild if employee is acting in loco parentis for his/her grandchild, an eligible 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, from the day of the death to the day after the funeral, inclusive, provided the absence does 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.

In the event of the death of the grandfather, grandmother, grandchild, mother-in-law, father-in- law, uncle, or aunt an eligible employee will be granted an excused absence with pay for one (1) working day.

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

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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 - 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 4 - 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.

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.

It is the intent of the Company and the Union that no employee shall be required to work under conditions which 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.

*lf the matter is not resolved; it shall be referred to the Resident District Manager.

*lf the issue is still unresolved; the employee shall have the right to file a grievance in accordance with Article 16.

Section 5 - Uniforms - The Company agrees to furnish five (5) uniform shirts for FT employees and three (3) uniform shirts for PT employees. All Company employees are responsible for the cleanliness and appearance of their uniforms. Uniforms shall be replaced upon normal wear and tear. Employees will a credit one hundred dollars ($100 00) for the purchase of management approved black slip-resistant shoes upon the presentation of the receipt. Employees are required to furnish and wear black pants. The style must be approved by management.

Section 6 - Voting Time - An employee entitled to vote at a general or special election shall on the day of such election, be allowed up to two (2) hours of excused absence without pay* if needed, between the time of opening and closing the polls, provided, however, that application for such excused absence is made on the form agreed upon between the parties at least two (2) working days prior to the days of such election. The

Company may specify the voting time as either following the opening of the polls or immediate to the closing of the polls.

Section 7 - 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 controvert or explaining the entry to which it is in reply. Such replies shall become a part of the employee’s official personnel

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record. The Company agrees that no disciplinary record kept in the employee's official personnel file will be considered when evaluating an employee for any promotion opportunity, or in any disciplinary action, if the employee has had no further disciplinary action or reprimands 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 8 - 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 9 - Rest Periods - Employees regularly scheduled to work a minimum of four (4) hours per day will have one (1) fifteen (15) minute paid rest period to be granted subject to operational requirements. Employees regularly scheduled to work six and one-quarter (6 1/4) hours or more will have an additional thirty (30) minute unpaid meal break.

Section 10 - Dignity and Respect - Managers and employees shall treat one another with dignity and respect.

Section 11 - The Employer shall furnish supplies in sufficient quantity and maintain all equipment in such state of repair as required to perform the work assigned.

Section 12 – Response to Employee Requests – Employees who request, in writing on a form created by Management, that action be taken with regard to broken or outdated equipment or supplies that need to be replaced shall receive a written response within two (2) weeks of the request informing whether or not the problem will be addressed or further investigated.

Section 13 – Rush Period Notification – The Employer will provide to the Union a list that includes dates, times, and number of attendees for all special events of over fifty (50) attendees on the first (1st) of every month prior to the event. It is understood by the parties that the list is subject to change.

Section 14 – A Joint Labor-Management Health and Safety Committee shall be established. The Committee shall:

- Meet regularly to review workplace safety concerns.
- Conduct monthly workplace inspections.
- Develop recommendations regarding workplace violence prevention and employee safety.

The Employer shall maintain and enforce policies designed to protect employees from workplace violence, harassment, and unsafe working conditions.

Section 15 – Subcontracting - The Employer shall provide advance notice to the Union prior to subcontracting bargaining unit work.

- The Company will make reasonable efforts to maintain employment for affected employees and shall not implement layoffs solely due to subcontracting arrangements. An exception may apply when a subcontracting decision is specifically required by a client project or contractual requirement.
- Thirty day notice and meeting to discuss alternative solutions prior to implementation. Six month period for subcontracting agreements with a request from the employer to extend the subcontracting

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agreement which cannot exceed a 12-month period of time.

- Upon request by either party, the parties shall negotiate the effects of any layoff
- Employees laid off from employment shall retain recall rights for twenty-four (24) months.

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 (7) 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 Steward or designee no later than one (1) business day following such action.

Employees shall be allowed to request and have a union steward or representative present for any meetings with management when addressing working conditions, potential discipline, policy or rule violations, or items of concern.

Employees being summoned for meetings of an investigatory nature or for disciplinary actions shall be notified for the reason of the meeting.

Section 2. The parties recognize the principles and need for a method by which progressive, corrective 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 five scheduled workdays.
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 - Discharge - 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's Resident District Manager or designee. Such a grievance shall begin at Step 2 of the Grievance Process.

Section 5 - In any disciplinary proceeding, the Employer may not consider and/or utilize any material adverse to the employee that occurred more than twelve months prior to the current disciplinary action.

Section 6. An employee shall be permitted to have a Shop Steward or Union Representative at any meeting with

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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.

Section 7. - Absence and tardiness issues shall be considered together on a separate track from other disciplinary issues.

ARTICLE 16 - GRIEVANCE PROCEDURE

Section 1. A grievance shall be defined as any difference between the Company and the Union or an employee of the Company arising out of or under this Agreement or pertaining to the interpretation, application or observance of this Agreement.

Section 2. All grievances shall be processed in the following manner:

Step 1: The parties share a common goal of attempting to resolve most matters informally without resort to the grievance process. Toward this end, the parties will attempt to address issues promptly as they arise. Any grievance shall be submitted in writing to the employee's direct supervisor or designee within ten (10) working days of its occurrence or of the date when the employee or the Union first became aware of the circumstances giving rise to the alleged grievance. The direct supervisor shall provide a documented response within ten (10) working days after receipt of the grievance.

Step 2: If the grievance is not settled to the satisfaction of the Union at Step 1, the Union Representative or other designee, within seven (7) working days after receiving the direct supervisor or his/her designee's reply, shall submit the grievance to the Resident District Manager or his/her designee, in writing, setting forth the alleged facts of the grievance, which shall also include the specific Article(s) and Section(s) of the Agreement that the Union believes have been violated and the remedy being sought in the matter. Either the Resident District Manager or his/her designee, or the Union, may request a meeting for the purpose of resolving the grievance prior to the Employer's decision. If requested, the meeting shall be held within ten (10) working days of being requested. Within ten (10) working days of the meeting, the Employer shall deliver to the Union a written reply to the alleged grievance, which shall provide a decision in the matter and the reasons for the decision.

Step 3: If the grievance is not settled to the satisfaction of the Union at Step 2, the Union Representative or other designee, within ten (10) working days after receiving the Resident District Manager or his/her designee's reply, shall submit the grievance to the District Manager or his/her designee, in writing, setting forth the alleged facts of the grievance, which shall also include the specific Article(s) and Section(s) of the Agreement that the Union believes have been violated and the remedy being sought in the matter. Either the District Manager or his/her designee, or the Union, may request a meeting for the purpose of resolving the grievance prior to the Employer's decision. Within ten (10) working days of the meeting, the Employer shall deliver to the Union a written reply to the alleged grievance, which shall provide a decision in the matter and the reasons for the decision.

If the grievance is not resolved after the procedures in Step 3 have been completed, the parties, by mutual agreement, may refer the matter to non-binding mediation. Such referrals shall occur within ten (10) working

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days after the Union receives the written response from the District Manager or his/her designee. The Grievance Mediation procedure is set forth in Article 17.

Arbitration: If the grievance cannot be satisfactorily adjusted at Step 3, the matter may be referred by the Union for final decision and determination to an impartial arbitrator. A request for arbitration shall be filed in writing with the Federal Mediation and Conciliation Service (FMCS) no later than thirty (30) calendar days following the receipt of the written Step 3 answer. Both the Employer and the Union agree to be bound by the rules and regulations of the FMCS.

Each party to this Agreement shall bear the expenses of preparing and presenting its own case. The fees and the expenses of the Arbitrator, together with any incidental expenses mutually agreed upon in advance, shall be borne equally by the parties.

The decision of the Arbitrator shall be final and binding on both parties. It is understood that the Arbitrator shall have the power to modify the level of discipline imposed but shall not have the ability or power to in add to, modify, change, restrict, or extend any of the terms of this Agreement.

Section 3. The time constraints that refer to any step of this procedure may be extended by mutual written agreement of the Employer and the Union. Any reasonable request made before the expiration of the time limit to be extended shall be honored by the Employer and the Union. Failure to file a grievance or to proceed to the next step within the prescribed time limits shall constitute a waiver of all rights to grieve and arbitrate the matter.

Section 4. Grievances concerning disciplinary suspensions or discharges may be submitted at the second step of the grievance procedure.

Section 5. The Employer shall pay employees at their regular wage rate when they are involved in the grievance discussion and meetings with the Employer, when such meetings take place during their regularly scheduled, normal working hours.

Section 6. Should the grievance not be resolved at the existing step or should there be no response from the Employer within the specified time limits, the grievance may be carried to the next step.

Section 7. To facilitate the efficient and timely administration of this Article, Union Representatives and Stewards may participate in grievance investigations and meetings via telephone. Such access shall be limited to reasonable times so as to properly balance the Company's concern for maintaining efficient operations and the Union's ability to address necessary aspects of a pending grievance. No Steward or other employee shall leave his work for the purpose of investigating or processing a grievance without first receiving permission from his or her Supervisor.

Section 8. Working Day/Days: When used to define time limits for notices, meetings, postings, and the Grievance and Arbitration process, "working day" means Monday through Friday, exclusive of fixed holidays under this Agreement and days on which the unit is closed.

ARTICLE 17 - GRIEVANCE MEDIATION

The process below is intended to give effect to the Grievance Mediation process set forth in Article 16 (Grievance

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Procedure), Section 2 of the Agreement. The Parties agree that this Appendix is not intended to modify any terms of the Agreement, and the Agreement shall prevail in the event any terms of the Agreement may conflict with the terms of this Appendix.

Section 1. Attendance at Mediation. The Grievance Mediation may be attended by up to two representatives of the Employer and up to two representatives of the Union, with one representative of each party designated as the principal spokesperson. In addition to the Employer and Union representatives, the Grievant shall also have the right to be present. It is expected that at least one of the Employer and Union representatives will be from the local unit from which the grievance arose. The Employer, the Union, and the Grievant will not be represented by outside counsel at the Grievance Mediation, unless mutually agreed otherwise by the Employer and the Union.

Section 2. Selection of Mediator: Cost. A neutral mediator selected by the parties shall be present and mediate the dispute in an attempt to help the Parties settle the grievance. The Parties will identify a panel of acceptable mediators and attempt to select a mediator from that panel. If the Parties cannot agree upon a Mediator immediately upon deciding to proceed to mediation, they may apply to the Federal Mediation and Conciliation Service (FMCS) to submit a list of five names. Each party shall alternate in striking the list, beginning with the Employer on the first occurrence. The person whose name is not stricken shall be the mediator, if a grievance that has been mediated subsequently goes to arbitration, the Mediator of such grievance may not serve as the Arbitrator for the grievance. The cost of the Mediator, if any, shall be shared equally by the Parties.

Section 3. Authority of Mediator. The mediator may conduct the mediation conference using all of the customary techniques associated with mediation including the use of separate caucuses. FMCS rules protecting the mediator's confidentiality and immunity from providing testimony in any subsequent arbitration case, court proceeding, or administrative tribunal shall apply to FMCS grievance mediation. FMCS and the Mediator will be held harmless of any claim of damages arising from the mediation process. The Mediator shall have no authority to compel resolution of the grievance, or to recommend altering, amending or modifying any provisions of this Agreement; or to actually alter, amend or modify any provisions of this Agreement.

Section 4. Evidence, Statements, and Documents. The purpose of the Grievance Mediation is to assist with the resolution of the Grievance. Proceedings before the mediator will be informal and rules of evidence will not apply. No record, stenographic or tape recordings of the meetings will be made and no person at the Grievance Mediation will be placed under oath. The Mediator's notes will be confidential and their content shall not be revealed. Any documents presented to the Mediator shall be returned to the respective parties at the conclusion of the hearing. The Grievance Mediation and any statement or action by the Mediator or the Parties or the Grievant in connection with the Grievance Mediation may not be referred to or used against any Party at arbitration and shall not constitute an admission for any other purpose.

Section 5. Advisory Opinion/Recommendation. If no settlement is reached and if requested, the Mediator shall provide one or both Parties, either jointly or separately, as mutually agreed, an advisory opinion or written recommendations for settlement. Any written recommendation or opinion shall be provided within five days of the mediation session.

Section 6. Termination of Mediation. The Grievance Mediation shall terminate upon the receipt of the writing from the Mediator, the fifth day after the mediation session, or mutual agreement of the Parties, whichever is sooner.

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ARTICLE 18 - MEDICAL INSURANCE

The following terms shall govern the provision of health, dental, vision, life and disability insurance benefits for each insurance plan year:

Section 1. Standard Benefits Plans. The Employer shall make available to eligible hourly employees in the bargaining unit the Standard Benefits Plans generally made available to eligible hourly employees in the state and the division where the unit is located (the "Standard Benefits Plans"), in accordance with and subject to the terms and conditions (including the terms and conditions relating to eligibility of employees to participate) applicable to such plans.

Section 2. Eligibility to Participate. Employees are eligible to participate in the benefit program if they are a full-time hourly associate working an average of 30 hours or more per week. Full-time employees are eligible for benefits on the first day of the month following two months of service.

In no event will an employee's classification or change in classification be effectuated in a manner that violates the Affordable Care Act ("ACA") or other applicable law.

Nothing in this Article shall be construed to alter the definitions of full-time and part-time employees set forth in Article 2 of this Agreement, it being understood, however, that such definitions do not apply to the determination of eligibility to participate in the Standard Benefits Plans, which shall be determined solely in accordance with the terms and conditions applicable to such plans.

The Employer shall deduct the net amount of the premium due from the Employee from each paycheck on a pre-tax basis.

Section 3. Dental and Vision Plans. Dental and Vision Plans may be offered in accordance with the terms and conditions of the Standard Benefit Plans. The Employer shall deduct the employee's premium from each paycheck on a pre-tax basis.

Section 4. Life Insurance. The Employer shall provide Free Basic Life insurance in accordance with the Standard Benefits Plans. If so provided in the Standard Benefits Plans, employees may elect at their own expense to purchase additional life insurance coverage. The terms of coverage and the cost to the employee of such coverage shall be as set forth in the Standard Benefits Plans.

Section 5. Disability Insurance. The Employer shall provide Short-Term insurance in accordance with the Standard Benefits Plans.

Section 6. Premium Changes. Premiums for benefits may be adjusted by the Employer in accordance with the Employer's policies and practices regarding the Standard Benefits Plans.

Section 7. Waiver. By agreeing to participate in the Employer's Standard Benefits Plans, the Union agrees that any dispute, grievance, question or controversy concerning the interpretation or application of the Standard Benefits Plans shall be determined and resolved in accordance with the procedures set forth in the applicable plan documents and shall not be subject to the grievance and arbitration provisions of this Agreement. The Union further agrees that the Employer, as Plan Sponsor of the Standard Benefits Plans, has reserved the right to unilaterally amend, modify or terminate the Standard Benefits Plans, in whole or in part, without bargaining with

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the Union over its decision to take such action. Upon request, the Employer will bargain with respect to the effects of a decision to terminate the Standard Benefits Plans or to amend or modify the Standard Benefits Plans in a manner that has a material adverse effect on the employees. This Section shall continue in effect following the expiration of this Agreement, until expressly terminated or superseded by written agreement of the Employer and the Union.

ARTICLE 19 – UNION ACTIVITIES

The Union's representatives and stewards shall be allowed to handle representation activities during working hours, and, in the case of union stewards, without loss of pay. The steward will ask his/her supervisor for permission to leave his/her assigned work area to investigate and process grievances arising under the Agreement and to present matters. If the steward needs to meet with another associate, permission needs to be requested and granted by that associate's supervisor.

A non-exhaustive list of union representation activities includes adjusting disputes, conducting new employee orientations or union presentations scheduled during employee trainings, representation of employees at meetings, including pre-disciplinary meetings, investigating and processing grievances, up to and including arbitration, engaging in union contract negotiations and labor-management meetings with the employer, participating in union steward training, and other legitimate union business.

Where it is not unduly burdensome, the employer will make remote telephonic and/or video conferencing available to the union steward so that s/he may consult with union staff with respect to representational matters and so that union staff may participate remotely in representational matters. Remote telephonic and/or video conferencing shall also be made available upon request for the conduct of investigatory and/or representational matters by union representatives when they request it because they are not physically present at the time of such investigation or meeting.

a. New Hire Packets - The Employer shall provide, at the time of hire, a Union New Hire Packet to all new employees. The Union New Hire Packet may include, but shall not be limited to, a welcome letter, SEIU history, this Agreement and any memoranda of understanding, a membership application, a list of member-only benefits, contact information of local union officers, representatives and stewards, and new employee FAQs that explain this Agreement. The Union New Hire Packet will be furnished by the Union.

If an employee chooses to complete a membership application during the new hire process, the Employer shall collect the membership application and transmit it to the Union.

New Hire Orientation - The Union shall be permitted one half hour no more than once a month during normally scheduled working hours to conduct its orientation program for employees who are new to the bargaining unit. The meetings will take place at a mutually agreed time. The Employer will arrange rooms to be available for these meetings and will notify the Union of the locations of the meetings. Should the Union request to change the time of the meeting, the Union shall provide advance notice to the employer. Upon the Union's request and subject to the Employer's business requirements, bargaining unit members under this contract shall be granted special training leaves to attend group trainings provided by the union. The size of the group attending such training will be subject to business needs of the Employer, and the time period for such group training leave shall not exceed three (3) days in any month up to a maximum of six (6) days in any year. Such leaves will be unpaid and will not adversely affect an employee's seniority or benefits. The Union will

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work with the Employer to schedule such training in a manner that minimizes the impact of the attendees' absence on the Employer's business and will provide the Employer with as much notice as is practicable, which in any event shall not be less than ten (10) working days. Any trainings that are conducted as agreed upon joint trainings with both the employer's representatives and the union's representatives shall be considered as paid time for the for Union Stewards. In addition, stewards will be paid for any paid time lost for any meetings required to attend for work purposes. Including but not limited to, negotiations, coaching, or investigatory interviews.

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 - TERM OF AGREEMENT

The term of the contract will be three years. This agreement shall be effective on the first day of June 2026 and shall continue in effect until the thirty-first day of May 31, 2029. 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.

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For Local 73

Signed by:
79868C7C43E144F...
9/10/2026
Secretary- Treasurer

DocuSigned by:
Michelle Driver
62662DC6F53741F...
9/10/2026
Deputy Director

Signed by:
Carmelita Pritchett
A44378586CD945A...
9/10/2026
Union Bargaining Committee

DocuSigned by:
5CF318B768CD4AF...
9/10/2026
Union Bargaining Committee

Signed by:
Maria Fuerte
AB8719FEF09B48A...
9/10/2026
Union Bargaining Committee

For Chartwells

DocuSigned by:
Steven Goodwin
EF4DB05509D24B9...
9/14/2026
District Manager

Signed by:
Carlos Mercado-Goebel
1FE4B104CB6446F...
9/10/2026
Resident District Manager

DocuSigned by:
Deborah Thornton
74081098675C4E5...
9/11/2026
Labor Relations Director

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APPENDIX "A"
Wage Rate Schedule

Classification	June 1, 2026	June 1, 2027	June 1, 2028
FSW	$20.16	$21.66	$23.41
Cook	$21.16	$22.66	$24.41

Effective June 1, 2026, all associates will move to the new minimum for the classification or receive a $1.25 increase, whichever is greater.

Longevity – Associates with the below length of service will receive the following one (1) time wage increase:

15 years of continuous service – $1.50 per hour

10 years of continuous service – $1.25 per hour

5 years of continuous service – $1.00 per hour

Effective June 1, 2027, all associates will receive a General Wage Increase of $1.50 **and June 1, 2028**, all associates will receive a General Wage Increase of $1.75.

Bonus:

Attendance - ¼% bonus paid out on the last payroll of the school year (1/4% X Hourly wage X Number Hours Worked during the School Year)

To be eligible:
No unapproved absences, tardies, or early out

Safety - ¼% bonus paid out on the last payroll of the school year (1/4% X Hourly wage X Number Hours Worked during the School Year)

To be eligible:
If there are two or fewer worker comp injuries resulting in paid claims with the bargaining units.