COLLECTIVE BARGAINING AGREEMENT

between

MORRISON MANAGEMENT SPECIALISTS, INC.  
(COMPASS GROUP)

and

SEIU HEALTHCARE MINNESOTA  
DIET CLERKS (SMH/RMH)

Effective November 1, 2018 through October 31, 2021
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This AGREEMENT made and entered into, by and between Morrison Management Specialists, Inc., a division of Compass Group Americas (hereinafter called the "Employer"), and SEIU Healthcare Minnesota (hereinafter called the "Union"), its successors and assigns.

ARTICLE 1 RECOGNITION

The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for all full-time and regular part-time Diet Clerks employed by Morrison Management Specialists, Inc., at Mayo Clinic Hospital Saint Marys (1216 2nd Street SW, Rochester, MN 55902) and Mayo Clinic Hospital Methodist (201 W Center Street, Rochester, MN 55902) locations for the purposes of collective bargaining in regards to wages, hours of work and other terms and conditions of employment for all of the employees within the bargaining unit certified by the National Labor Relations Board. Excluded: All managerial employees, casual employees, clerical workers, confidential employees, professional employees, and guards and supervisors as defined by the Act, as amended, and all other employees.

New Classification or Title: Should the Employer determine to add any additional classifications within the scope of the bargaining unit, the Employer will notify the Union and provide it with both a job description for the classification and the initial wage rate. If the Union invokes its right to negotiate over the wage rate, the parties shall meet for that purpose.

Classification or Title Change: No classification or title shall be changed or new classification or title created to defeat the spirit of this Agreement. No classification or title shall be changed or created, except upon ten (10) days written notice to the Union prior to the effective date of the same; the notice shall specify in detail the proposed change, establishment, transfer or promotion. The Union shall receive updated job descriptions whenever substantial changes occur in any of the classifications represented by the Union. Prior to implementing any substantial changes in the overall job duties of the employees the Union will be notified and given an opportunity to discuss changes with the Employer.

No Contradictory Rule: The Employer shall not abridge, add to, or change any section of this Agreement, except for any changes reached by mutual agreement, and the Employer shall not enter into any separate agreements, covenants or contracts individually or collectively, who are part of the bargaining unit, which would abridge, add to, or change this Agreement.

Non Discrimination: There shall be no discrimination by the parties against an employee on account of race, color, gender, age, creed, marital status, gender identity, disability, sexual orientation or national origin or other protected status under applicable federal, state and local anti-discrimination laws. No employee shall be discriminated
against because of their membership in the Union or because of any activities by such employees on behalf of the Union.

ARTICLE 2  UNION SECURITY

There is a Collective Bargaining Agreement between the Employer and SEIU Healthcare Minnesota, Minnesota's Healthcare Union covering wages, hours of work, and other terms and conditions of employment. The Collective Bargaining Agreement provides that the Union is the sole representative for the classification of work for which the Employee is hired. After completion of sixty (60) calendar days of employment, the Collective Bargaining Agreement provides the Employee with the following two choices:

1. Employees may elect to become a Union member and participate fully in the affairs of the Union by paying monthly dues.

2. Employees may choose not to become a Union member and pay a service fee and monthly fees. These Employees shall not be able to attend membership meetings or participate in contract negotiations.

At the time of employment, a new employee who shall be subject to this Agreement shall be informed of this by the Employer and the Union.

It is the employee's responsibility and a condition of employment to ensure that payments to the Union are made on a timely basis. The Collective Bargaining Agreement provides that Employees may voluntarily elect to have Union dues and fees deducted from their checks and sent to the Union.

All Employees covered by this Agreement who are now or may hereafter become members of the Union shall during the life of this Agreement, remain members of the Union in good standing as a condition of employment. "In good standing," for the purpose of this Agreement, is defined to mean the payment of a standard regular monthly dues, uniformly required as a condition of acquiring or retaining membership in the Union.

Employees covered by this Agreement who elect not to become Union members shall pay to the Union an amount equal to the standard monthly service fee equal to the standard monthly dues paid by Union members. This payment in no event shall exceed the regular monthly Union dues paid by Union members working an equivalent number of hours.

Payments required by this section shall be made only after an Employee has completed sixty (60) days of employment. The fee required by paragraph one shall be due and payable upon the sixty-first (61st) day of employment and must be paid within ten (10) days thereafter. Monthly payments required by paragraph two are due and payable the first (1st) day of the month following the completion of sixty (60) days of employment and shall be paid by the tenth (10th) day of each month.
Any employee who is delinquent in making payments of the Collective Bargaining Fee, required herein, for more than thirty (30) days shall be subject to termination by the Employer. The Union shall provide written notice to such employee of the delinquency and provide the employee with sufficient opportunity to correct the delinquency. The Union shall provide copies to the Employer of any warning notice sent to such employee; a reasonable time prior to any demand for discharge for non-payment and the Employer shall terminate the employee within three (3) business days after receipt of written notice from the Union to the Employer of such delinquency. The Union shall save the Employer harmless from any claims of an Employee so terminated.

Dues Deductions

The Employer agrees to deduct Union dues and service fees for employees electing not to become Union members, from the wages of employees who voluntarily provide the Employer with a written authorization to make such deductions. The written authorization shall be irrevocable for a period of no more than one (1) year or beyond the termination date of this Agreement, whichever occurs sooner. Deductions shall be made from the wages of employees in the first (1st) pay period of the month in which the payment is due. Withheld amounts will be forwarded to the Union by the tenth (10th) day of the month following the actual withholding, together with a record of the amount, social security number, and name of those for whom such deductions have been made. The Employer will work with the Union to implement changes in dues and fees deductions in a reasonable time after notification of such changes.

In the event that no wages are due the employee or that they are insufficient to cover the required deduction, the deduction for such month will nevertheless be made from the first wages of adequate amount next due the employee and will thereupon be transmitted to the Union.

The Union agrees to promptly refund any dues found to have been improperly deducted and transmitted to the Union.

Any employee who is paying dues or an amount equal to dues may stop making those payments by giving written notice to both the Employer and the Union during the period not less than thirty (30) and not more than forty-five (45) days before the annual anniversary date of the employee's authorization or the date of termination of the applicable contract between the Employer and the Union, whichever occurs sooner. The Employer will honor employee check-off authorizations unless they are revoked in writing during the window period, irrespective of the employee's membership in the Union. The Union will provide to the Employer verification that dues deductions have been authorized by the employee. Employees may express such authorizations by submitting to the Union a written application form, through electronically recorded phone calls, by submitting to the Union an online deduction authorization, or by any other means of indicating agreement allowable under state and federal law.
The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of, action taken or not taken by the Employer in compliance with the provisions of this Article, or in reliance upon dues deduction authorizations which have been furnished to it.

Employee Lists

Each pay period, the Employer will send to the Union, in a sortable electronic format (e.g. Excel), a list with the following information for bargaining unit employees and positions:

- **New Hires**: name, hire date, address, phone number, classification, rate of pay, social security number and number of hours worked per pay period.
- **Non-Contract**: name, date of job transfer, position the employee is transferring from and into, new hire information for those employees new to the bargaining unit.
- **Terminated Employees**: (from the bargaining unit) name, termination date and classification.
- **Employees on Leave of Absence**: name, date leave begins, and date of return.
- **Changes**: name changes, address changes, phone number changes, changes in hours per pay period, change in classification, any other changes affecting union membership or dues.
- **Hourly Reports**: monthly lists of all employees in the bargaining unit with actual hours worked by pay period/month, along with name, and period the hours cover.

SEIU Healthcare Minnesota may be moving to a percentage dues system which is based on each member’s gross pay per pay period under the Collective Bargaining Agreement. There will continue to be a minimum and maximum dues. In an effort to make the transition as smooth as possible, SEIU Healthcare MN is requesting the following data in addition to the member information provided above:

- Each Pay Period: name, gross pay per pay period, and dues deduction amount
- Annually: name, hire date, classification, wage rate, gross collective bargaining wages, and total annual dues deducted.

**ARTICLE 3 UNION REPRESENTATION**

**Union Representative Access**: If the Union Representatives and Stewards/Leaders are in compliance with all Mayo security and access requirements, Union Representatives
and Stewards/Leaders shall have access at all reasonable times to ascertain that the provisions of this Agreement are being observed, and to confer with employees covered by this Agreement during their working hours. Such visits will not interfere with the Employer's operation or the performance of the employees' duties.

**Bulletin Boards:** Bulletin boards will be furnished in each work area in a break room or other non-public area for the use of the Union in communicating with employees. Union Representatives and Stewards/Leaders shall have access at all reasonable times to bulletin boards.

**Stewards/Leaders:** The Union shall have the right to elect or select from employees who are members of the Union, Union Stewards/Leaders to handle such Union business, as may from time to time be delegated to them by the Union. The Union shall provide the names of the Union Stewards/Leaders in writing to the Employer within two (2) weeks of an employee being elected or selected as a Steward/Leader or removed as one.

The Steward/Leader shall restrict performance of duties to breaks, lunch periods or other non-working time.

Steward/Leaders will be released from their regular duties to attend Weingarten meetings, and attend Joint Labor Management or grievance meetings with the Employer on Employer time.

**Union Orientation:** Newly-hired unit employees will be paid to attend a 30-minute new hire orientation conducted by SEIU-appointed orientation leaders. The orientation will occur during the Employer's normal orientation at the time chosen by the Employer. The Union shall not disparage the Employer during this session.

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**ARTICLE 4 PARTNERSHIP GOALS & JOINT LABOR MANAGEMENT COMMITTEES**

**Section 1 - Partnership Goals:** The Employer and the Union agree that job security for the employees is best assured by growth of the business and that growth of the business is dependent on increased teamwork and productivity aimed at meeting the competitive challenges in the marketplace. The parties further agree that the most effective way of accomplishing those goals is through labor-management cooperation and a partnership employee involvement and participation in improving the quality of their jobs, and the growth of the business is an important goal of the Employer and the Union, as is building trust and improving communication between management and the employees. Toward those goals and objectives, the parties have agreed to create Site Joint Labor Management Committees, (JLMC).
Section 2- The Employer and the Union agree there shall be a Site Joint Labor Management Committee consisting of no more than 4 individuals from each party. The names of the committee members shall be submitted by each party to the other, in writing. Meetings will be held at mutually agreeable times and places so as to apprise the other of problems, concerns and suggestions related to the operation, working conditions and the labor agreement, all with the aim of promoting better understanding between the parties. Meetings will be held no less often than quarterly. A joint written agenda shall be established.

Employees assigned to the JLMC shall be paid their regular hourly rate for the time spent as a committee member on the JLMC. Such meetings shall not be construed as opening the Agreement for negotiations nor shall such meeting be considered as a step in the grievance procedure. No rights either party has under the Grievance and Arbitration procedure or any other Article of the Agreement shall be waived by utilizing the Site JLMC including the exercise of management's rights by the Employer not to conflict with the Agreement.

Section 3 Any agreement reached by the Site JLMC to alter, change or amend the Labor Agreement will become final and may be implemented only after it is agreed to in writing by both the President of the Union or her/his designee and the Head of the Employer's Labor Relations department or designee.

Section 4 The parties may jointly choose to train Site JLMC participants in interest based problem solving.

Section 5 The parties may jointly agree to have the Joint Labor Management Committee meetings facilitated.

ARTICLE 4A – MANAGEMENT RIGHTS

Except as specifically limited by the written provisions of this Agreement, the Employer retains the exclusive right to manage all aspects of the food service operations, to direct, control, and schedule its operations and work force without bargaining the decision or effects thereof. Such prerogative, authority, and functions shall include but are not limited to the sole exclusive rights to:

1) Hire, promote, demote, layoff, assign, transfer, discipline, suspend, discharge for just cause;
2) Select and determine the number of Employees, including the number of assigned to any shift, department, classification, unit, or location or in the Employer's facility;
3) To increase or decrease that number and to layoff employees;
4) Direct and schedule the workforce; including establishing and changing shift/classification durations, starting, ending, break times, and or extend/reduce individual or multiple Employees' shift duration, reduce hours
5) within a unit, classification, or department.
6) Add, modify, discontinue, or remove services, units, equipment, materials, or supplies;
7) Determine the methods, procedures, equipment, supplies, and operations to be utilized by Employees while working;
8) Establish, increase, or decrease the number of work shifts and their starting and/or ending times;
9) Promulgate, post and enforce reasonable rules, regulations, standards, policies, forms, and procedures regarding attendance, conduct, performance, and acts of employees during work hours;
10) Select, assign, and direct supervisory employees;
11) Introduce technology and automation;
12) Make all decisions regarding the training of employees;
13) Introduce new and improved methods of operations;
14) Establish, change, combine, and determine job content, and qualifications;
15) Develop, distribute, and enforce Employee handbooks and Employee-related policies, procedures, forms, and set standards for employee conduct, and performance;
16) Implement and enforce applicant and Employee drug and alcohol testing policies procedures, and standards to the extent permitted by applicable law;
17) Supplement the Employer’s workforce through the use of contract labor, or an outside staffing service, provided no employees are on layoff;
18) Install electronic data collection devices including, but not limited to, security cameras, and other electronic data collection devices and to use data from such collection devices as evidence in disciplinary decisions, grievances and arbitrations.

The parties recognize the value of discussion and the sharing of ideas and perspectives concerning the topics identified above. In the event that the Union is concerned about the exercise of any of the management rights identified above, the Employer will meet and confer with the Union concerning such matter for the purpose of considering the Union’s perspective and interests prior to implementation. Such discussion shall not, however, prejudice the Employer’s right to act as otherwise permitted by this Article.

ARTICLE 5 PROBATIONARY PERIOD

The first ninety (90) calendar days of employment for all new employees shall be considered a probationary period for purposes of this Agreement. The Employer may extend probation an additional thirty (30) days upon notice to the Union.

During the aforementioned probationary period, the Employer may discharge such employee with or without cause. Any employee discharged during such probationary period shall not have recourse to the grievance procedure as set forth in this Agreement.
ARTICLE 6 CORRECTIVE ACTION AND DISCHARGE

**Just Cause:** The Employer shall not initiate corrective action, discharge or suspend an employee without just cause.

**Notice/Copies to the Union:** Employer will promptly advise the Union of any discharge or discipline and a copy of any written corrective action shall be given to the employee.

**Investigatory Meeting:** Upon an employee’s request, an employee shall be permitted to have a Steward/Leader or Union representative at any meeting with the Employer, or its agents, in which the meeting is for the purpose of investigating alleged misconduct by the employee that might be the basis for, or which may result in, the discharge, suspension or other disciplinary action with respect to the employee. If the employee indicates that he/she wishes a steward/leader to be present, and one is not available, the disciplinary meeting shall be temporarily postponed but not for more than 24 hours. In such cases, another bargaining unit person of the employee’s choosing shall be asked to sit in as a witness.

**Disciplinary Meeting:** An employee upon her/his request shall have the right to a Union Representative (i.e. steward/leader) or Union member (if no representative is available) during written disciplinary meetings. The Employer shall attempt to utilize the choice of the employee but it must not interfere with operations. The representative is there as an observer only and shall not insert themselves into the process.

**Active Period of Corrective Action:** Disciplinary or corrective counseling notices may not be considered as a step in progressive discipline if they were written more than twelve (12) months prior to the date of a new disciplinary or corrective counseling action.

Such documents more than twelve (12) months old may only be used as evidence that an employee was aware of a rule or policy. Copies of all formal written discipline shall be provided to the Union Steward/Leader present at the counseling session.

**Investigatory Suspensions:** At the final step of progressive discipline, or in the event of a single serious incident or rule violation, the employee may be suspended pending investigation and with the intention to terminate. The Union shall be given notice of such suspension within three (3) days, excluding Saturday, Sunday and contract holidays. The final disposition of the matter shall be made within seven (7) calendar days, and notice of disposition shall be sent to the Union. Notices are to be sent by e-mail or fax. If the Employer does not discipline, suspend or terminate the employee, they shall be compensated for all scheduled time missed. In such instance the Union agrees that any grievance related to such matter will be withdrawn.

**Progressive Discipline:** For discipline situations that are appropriate for progressive discipline the progressive steps shall for example be:
1. First Written Warning
2. Second Written Warning
3. Third Written Warning
4. Termination (which may include suspension pending investigation)

Attendance: Attendance issues shall be considered on a separate disciplinary track, separate from other issues. The parties recognize that Morrison maintains a separate points-based attendance policy as outlined in Exhibit A attached hereto.

Corrective Action: All discipline will be given within fourteen (14) calendar days of the event which triggered the discipline or within fourteen (14) calendar days of when the supervisor or the manager would have reasonably known of the event which triggered the discipline. The Employer may request additional time to continue its investigation from the Union. The Union will not arbitrarily deny such request.

ARTICLE 7 GRIEVANCE AND ARBITRATION PROCEDURE

Section 1 The term "Grievance" as used herein means any alleged violation or misapplication of this Agreement, and may be raised by an individual, group of individuals covered by this Agreement, or the Union on behalf of an individual or group of individuals covered by this Agreement.

Section 2 The parties agree that grievances must be processed and resolved as rapidly as possible. The number of days indicated at each step of the grievance procedure shall be considered maximum and every effort should be made to expedite the process. Failure by either party to respond within the time limits shall result in a grievance being automatically moved to the next step. The time limitations may be extended on a case-by-case basis by mutual agreement. Such extensions shall be in writing.

For the purposes of this Article, a day is a workday other than Saturday, Sunday or a holiday recognized by this Agreement. Responses and filings shall be counted beginning the day after a response or filing is received.

Section 3 The following constitutes the exclusive method for resolving grievances between the parties under this Agreement, unless any step is waived or modified, in writing, by mutual consent of the Employer and the Union. Grievances involving suspensions or terminations will proceed in accordance with Step Two.

Step One: Any employee believing they have a grievance, shall, with or without the assistance of a union steward/leader, discuss the matter with his or her Manager,
whichever is applicable. In order to be a grievance, the issue must be discussed within seven (7) days of its occurrence or when the grievant would have reasonably known of the violation. The Manager shall give an oral reply within seven (7) days of submission of the Grievance.

Step Two: If the Grievance is not resolved after Step 1, then within seven (7) days of the answer, the Grievance shall be reduced to writing and provided to the Unit Director. The written Grievance must list the specific provision(s) of this Agreement alleged to have been violated and remedy sought. Within seven (7) days of the Grievance being filed in writing, a meeting shall occur between the Unit Director, the Shop Steward/Leader and/or Internal Organizer, and the grievant in an effort to resolve the Grievance. The Unit Director shall provide a written response within seven (7) days of the meeting.

Step Three: If the Grievance is not resolved after Step 2, then within seven (7) days of the Step 2 response, if no resolution is reached a meeting shall occur between the Regional Director or his/her designee, the Shop Steward/Leader and the Internal Organizer in an effort to resolve the Grievance. The Regional Director or his/her designee shall provide a written response within seven (7) days of the meeting.

If the Grievance is not resolved after Step 3, the parties, by mutual agreement, may refer the matter to non-binding mediation. Such referrals shall occur within thirty (30) days after the Union receives the written response from the Regional Director or his/her designee. The Grievance Mediation shall consist of at least one (1) Employer representative and at least one (1) Union representative plus a FMCS mediator who shall act as Chairman and mediate the dispute in an attempt to have the parties reach a settlement.

ARBITRATION: If the Grievance cannot be satisfactorily adjusted at Step Three, the matter may be referred by the Union, for final decision and determination to an impartial arbitrator. The parties may agree to a panel of arbitrators to hear the grievances. If the parties are unable to mutually agree upon an arbitrator, a request for arbitration shall be filed in writing with the Federal Mediation and Conciliation Service (FMCS) requesting a panel of five (5) arbitrators no later than thirty (30) days following the receipt of written Step 3 answer or from the date of mediation.

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 arbitrator selected through the above request for arbitration filing process shall meet at a time and place agreeable to the parties, and hold a hearing promptly and shall issue a written decision not later than thirty (30) days from date of the close of the hearings or, if oral hearings have been waived, then from the date on
which the written final statements and proofs on issues were submitted. The decision of the arbitrator shall be final and binding upon the parties. The authority of the arbitrator shall be limited to making an award relating to the interpretation of or adherence to the written provisions of this Agreement, and the arbitrator shall have no authority to add to, subtract from, or modify in any manner the terms and provisions of this Agreement. The award of the arbitrator shall be confined to the issue raised in the written grievance and the arbitrator shall have no power to decide any other issues.

Costs of the arbitrator shall be shared equally by the parties. Any other expenses incurred, including but not limited to the presentation of witnesses shall be paid by the party incurring same.

Section 4 To facilitate the efficient and timely administration of this Article, Union Representatives may participate in grievance investigations and meetings via telephone. Shop Stewards/Leaders may use a computer designated by the Employer, only before or after their shift or during their meal break upon approval by a supervisor or manager for transmitting grievances.

ARTICLE 8 DEFINITION OF EMPLOYEES

All employees are classified into one of the following categories of employment:

**Full-Time Employee:** Full-time employees are regularly scheduled to work sixty (60) or more hours per pay period

**Part-Time Employee:** Part-time employees are regularly scheduled to work less than sixty (60) hours per pay period.

Casual employees are not regularly scheduled to work (0.0 FTE)

Supervisors will not perform bargaining unit work except for the purpose of training, addressing legitimate emergencies or inclement weather.

ARTICLE 9 UNIFORMS/SHOES

**Uniform Allowance:** If the Employer requires, suggests, or in any way indicates the desirability or requirement of wearing apparel or shoes of a particular color, pattern, design, or material, then the Employer shall furnish the same without cost to the employee or pay to such employee a uniform allowance as follows:
(1) Uniform Allowance: Every employee will receive an initial uniform allotment as follows: Full time will receive four uniform sets, part time employees will receive three sets. A set includes a top, bottom and/or if applicable a hat and/or apron. Uniforms will be exchanged as needed based on wear and tear in order to maintain a professional appearance.

(2) Employees shall be given a shoe allowance of sixty dollars ($60.00) per year, on January 1st, to be used towards required slip resistant shoes. Shoes may be offered through the Morrison shoe provider. If shoes are purchased by another provider, a manager must approve the shoe as certified slip resistant prior to reimbursement.

(3) If the Employer requires the employee to wear an identifying device of any nature, such device shall be furnished initially by the Employer without cost to the employee.

ARTICLE 10 WORKING CONDITIONS

Dining and Locker Facilities: The Employer will provide either lockers or a secure place to put personal items during work hours.

Accidental Dish/Equipment Breakage: Employees shall not be held liable for accidental breakage of dishes/equipment during the course of their duties.

Meal Benefit Plan Options:

Two meal plan options are offered in regards to items defined under the daily meal allotment guidelines as follows:

Option 1 – Payroll Deduction:
Employees may choose a payroll deduction in exchange for one (1) meal per day of approved items up to $7.50 in retail value under the daily meal allotment guidelines. The payroll deduction is applicable to only one (1) meal per scheduled workday.

- Employees receive the payroll deduction based on pre-set number of cents per regular hour worked ($0.21 per hour).

Option 2 – Set, Reduced Price: Eligible Employees may choose to pay a set, reduced price ($4.50) at the register for the sector-defined daily meal allotment ($7.50 value)
Items Included in Daily Meal Allotment Guidelines:

Included in Daily Meal Allotment Guidelines:
Unlimited fountain beverage and drip coffee are included with any daily meal plan. If no fountain beverages are available, an approved replacement is one 20oz. bottled water or regular bottled soda (i.e. Coke/Pepsi) for every four (4) hours worked.

Items Excluded from Daily Meal Allotment Guidelines:
Employees are required to pay full posted price for selected items that are not part of the "daily meal allotment." This is not an all-inclusive, exhaustive list.
- "As is" retail items are not permitted as part of daily meal selection; includes, but is not limited to, cold cereal, bottled beverages, sealed pastries, sealed potato chips, candy, snacks, etc.

The Meal Benefit Plan is designed to provide employees with a nutritionally sound and satisfying meal at a cost that is well below market value of the products included in the meal. It is important to understand that certain items, specials, and bottled beverages are not included in the Meal Benefit Plan, but can be purchased at the regular retail price. The Meal benefit Plan is not designed to provide "meals to go." All meals must be consumed by the employee that purchases the meal and will only be available on days when the employee is scheduled to work.

Past Practices: For the term of the 2018-2021 Agreement, the Employer will not be bound by any past practices between the Employer, its employees, and the Union on matters not specifically expressed by the terms of this Agreement.

ARTICLE 11 RELIEF PERIODS

Relief Periods: All employees shall be allowed, without reduction in pay, fifteen (15) minutes relief in each four (4) hour period. The above fifteen (15) minute rest period shall be included in the regular workday.

Meal Periods: All employees shall be allowed, without pay, a one-half (1/2) hour meal period to be taken within a work shift of six (6) hours or more. Employees who because of their duties, are unable to take this ½ hour meal period, must have approval from their supervisor and shall be compensated for the time or provided compensatory time off with pay at the end of the shift. Meal periods are subject to scheduling by management.

An employee will not be required to be available for work during any unpaid meal break. Employees shall be entitled to uninterrupted relief and meal periods.

To the extent practicable, employees scheduled for eight hours may combine their fifteen
(15) minutes relief along with their one-half (1/2) hour meal period for a total of one (1) hour meal period within a workday. This period shall be subject to scheduling by management. Employees shall clock out for the unpaid thirty (30) minute meal period.

**ARTICLE 12 HOURS OF WORK AND OVERTIME**

**Standard Pay Period** A standard pay period consists of fourteen (14) consecutive days. Pay periods are defined and occur every two weeks. PTO hours shall not be considered hours of work for overtime purposes.

Full-time employees will not normally be scheduled more than six (6) consecutive days. If a full-time employee is mandated to work more than six (6) consecutive days, such mandated days will be paid at time and one-half (1-1/2). Employees who work a shift due to voluntary sign-up for overtime and/or trading of shifts shall not be considered to have been mandated for those shifts.

**Overtime:** Overtime, at the rate of time and one-half (1-1/2) the employee’s regular rate of pay shall be paid for all time worked in excess of forty (40) hours of work in a workweek. Only hours worked shall count toward overtime. The workweek is Friday through Thursday. Overtime shall be paid in the pay cycle in which the overtime is worked. No employee shall work any overtime unless authorized in advance by his/her supervisor. There shall be no pyramiding of overtime or premium pay in this agreement.

**Scheduling Pattern:** The general pattern of scheduling shall be such that employees shall be scheduled to work no more than every other Saturday and Sunday, except upon mutual agreement between the Employer and employee.

The scheduled workweek need not correspond to the calendar week, and the pattern of scheduling may be such that more or fewer than five (5) days of work are scheduled in one (1) week, provided that not more than ten (10) days of work are scheduled in any two (2) consecutive workweeks, except upon mutual agreement between the Employer and employee.

**Posting of Schedules:** The Employer shall post work schedules at least fourteen (14) calendar days in advance of the workweek. Changes in posted, block, or weekend
schedules will not be made without notification to the employee(s) affected. Notice shall be given within a reasonable time, and in person or by phone to the employee(s).

**Pattern of Staffing:** The Employer will forward its overall pattern of staffing to the Union within fifteen (15) days of the execution of this Agreement and will provide the Union with notice of any changes.

**Overtime Scheduling:** Employees shall not be required to take time off in lieu of overtime pay.

**No Split Shifts:** No employee shall be required to work split shifts.

**8 Hours Between Shifts/Doublebacks:** There shall be at least eight (8) hours between shifts. Employees may agree to work with less than eight (8) hours between shifts due to Employer need, including open shifts and available extra hours.

**Seniority Preference:** In the establishment of work week schedules, the Employer shall give preference to employees in accordance with seniority as far as practicable and consistent with proper food service management.

**Flexible Scheduling:** The Employer and an individual employee may agree upon a pattern of work schedules providing for work in excess of eight (8) hours per day. Work schedules established pursuant to the provisions of this Section shall be subject to the following conditions:

1. An employee shall have the opportunity to review the alternate work schedule or schedules being considered prior to volunteering for flexible work schedules. The employee may limit agreement to specific types of flexible schedules. The Employer shall retain written documentation that an employee has agreed to a flexible work schedule and of the type of flexible schedule to which the employee has agreed.

2. Shift differential and weekend differential shall be paid in accordance with Article 16.
(3) PTO will be paid for the total scheduled hours lost and shall be deducted from accumulated PTO at the same rate. PTO shall be granted in a manner to provide an employee an equal amount of calendar time off as provided in Article 18.

(4) Holiday pay shall be paid in accordance with Article 17.

Extra Hours: All extra hours that become available on a temporary or unexpected basis on the master work schedule more than two (2) weeks prior to the beginning of the pay period shall be posted. Employees shall have five (5) days to sign up for any additional shifts. Shifts during the five (5) day period shall be awarded by seniority but shall be assigned on a non-overtime basis first, then by overtime by seniority.

Increases in Work Agreement: If a regularly scheduled employee works above his/her work agreement for a minimum of three (3) consecutive months, the employee may request a change in his/her work agreement. (The hours worked above the work agreement do not include unscheduled absences, PTO, and leaves of absences). The employee who requests a change in his/her work agreement and meets the criteria as stated above will be the employee awarded the extra hours. The Employer shall not be required to post the position.

Advance Notice: Employees who report to work without having been notified that the operation is closed or who are sent home before working at least half their shift shall be guaranteed one half their scheduled hours of pay in lieu thereof. This section shall not apply in cases of fire, flood, natural disaster, utilities failure, or an Act of God.

When work planned for the facility has been completed, the Employer may canvass employees by seniority, beginning with the most senior employee scheduled within the work location, and provided it does not result in overtime for the less senior employee, to determine if there are volunteers to leave early in lieu of receiving the report in pay guaranteed by this Section. The Employer shall not place undue pressure on employees to volunteer. Employees who volunteer have the option of using their accrued PTO.

Trading Shifts: The voluntary trading of shifts will be permitted provided the employees involved received permission in writing from their supervisors and as long as the trade does not result in overtime.
ARTICLE 13 SENIORITY

Definition: Seniority for all purposes shall be based on date of hire from the last date of hire with the previous Employer (Mayo Clinic) in the bargaining unit. Seniority for new hires or employees transferred into the bargaining unit shall begin on the following dates:

New Hires: Hire Date;
Transferees: Start Date in Bargaining Unit.

In the event of identical hire dates, the higher of the last digit of the employee's social security numbers will determine who is more senior. If the last digits are identical, then the last two digits will be used.

Establishment of Seniority Lists:
On January 10, April 10, July 10, and October 10 of each year, seniority lists by classification shall be revised, posted on Union bulletin boards, distributed to designated Union Stewards/Leaders, and a copy furnished to the Union. Within fifteen (15) days after posting, employees may file, with the Employer, written objections to such lists and a copy thereof shall be forwarded to the Union. Twenty (20) days after posting, such lists shall become permanent unless objection, in writing, is given to the Employer by the Union. If an objection is timely submitted, the Employer, Union, and employee shall meet to resolve the problem.

Forfeiture of Seniority: Seniority shall be forfeited on the following grounds:

1. Voluntarily leaving employment;
2. Discharge;
3. Failure to return to work in accordance with the terms of an approved leave of absence;
4. Failure to report to work after a layoff within a reasonable time not to exceed fourteen (14) days, after the Employer has notified the employee to report for work, except as hereinafter provided;
5. When an employee is laid off for a period that exceeds one year;
6. When an employee is transferred with his/her consent to a position outside the coverage of this Agreement.

ARTICLE 14 LAYOFF AND RECALL

Layoff: In reducing the number of employees or in making a permanent reduction in hours, the Employer will determine the number of positions and/or hours to be reduced within a classification. Subject to the preceding sentence, layoffs and permanent reductions in hours shall be made in reverse order of seniority, except that special capabilities may be considered for positions requiring special skills.
A layoff is the reduction in number of employees that will last more than thirty (30) days. A permanent reduction in hours is defined as a reduction of hours of an employee(s) that will last more than thirty (30) days.

Recall: Employees shall be recalled in reverse order of reduction. Employees shall retain recall rights for a period of one (1) year. A list of employees to be recalled from layoff shall be furnished to the Union at the time the Employer sends notice to the employee.

An employee shall be allowed up to fourteen (14) calendar days from the date the Employer issues a notice of recall to report to work. (Employees on recall status will be responsible for providing current contact information to the Employer and for being accessible while on layoff status.)

Timeline:

After the Employer provides thirty (30) days, if practicable, written notice to the Union that reductions and/or layoff may occur, the Employer and the Union will meet to discuss potential options for reducing the impact of any reductions and/or layoff and agree to a process in the event a re-bid is needed.

ARTICLE 15 JOB VACANCIES

Vacancy shall be defined as a regular position which is vacated by the separation of an employee and one the Employer determines should be replaced or a newly created position.

Posting of Vacancies: All job vacancies within the bargaining unit shall be posted in writing for seven (7) calendar days on internal bulletin boards in each facility, accessible and visible to all employees. A copy of the posting shall be given to the Steward/Leader and sent via email to the Union Representative. Postings shall include the following information:

a. Minimum qualifications based on the job requirements.
b. Classification, facility, full or part-time, shift (start/end times), department, and starting wage.
c. The date of the posting.

Filling Vacancies (Two or More Applicants): Persons shall apply for the posted vacancies by either a written request to the Unit Director or by applying for the position online. Selection will be conducted within fourteen (14) calendar days of the completion of the posting period. If two (2) or more qualified applicants submit a bid for a vacancy within the seven (7) day posting period, the position will be awarded by seniority in the following order of application:
a. Senior employee where the vacancy exists.
b. Other external applicants.

Denial of Position: Each current Morrison employee submitting an application for a vacant job will be notified of the reason for the denial of the position if the employee so requests within fourteen (14) workdays of the effective date of the awarding of the position.

Temporary Vacancies: Notice of temporary vacancies shall be posted by the Employer. Temporary postings will specify the approximate length of time that position will be open. Employees in the same classification may apply for the vacancy if it would result in an increase in hours. The position shall be awarded to the senior eligible employee making application. An employee shall be returned to the employee's regularly scheduled position when the temporary job has been completed. When a temporary vacancy becomes a permanent position, the Employer will re-post that position.

ARTICLE 16 – WAGES

Effective November 1, 2018, Minimum wage rates under this Agreement shall be as follows:

Diet Clerk $15.60

Employee wages, but not the minimum starting rate, shall be increased by 2.5% on November 1, 2019 and November 1, 2020.

The rates provided for in this Agreement shall be minimums and the Employer shall have the ability, at its sole discretion, from time to time and for such duration as it deems appropriate, to pay any employee more than the rates specified herein without bargaining with the Union. Payment of a higher rate to one employee does not give another employee the right to receive a higher rate. In the event that the Employer hires a new employee at a wage rate higher than an existing employee, the Employer will promptly provide the Union with a written statement of its reasons for its decision.

Certifications/Trainings: Any required certifications and/or trainings will be paid for by the Employer.

Shift Differential and Weekend Differentials:
Shift differential shall be paid for each hour worked; however, if a majority of hours on a given shift qualify for an evening shift or night differential, the higher differential shall be paid for the entire shift.
Weekday 3pm-11p.m.: $1.30  
Weekday (Shifts Beginning M-F) 11p.m.-6:00a.m.: $1.90  
Weekend (Shifts Beginning on Sat. or Sun) 6:00a.m.-3:00p.m.: $1.75  
Weekend (Shifts Beginning on Sat. or Sun) 3:00p.m. – 11p.m.: $3.05  
Weekend (shifts Beginning on Sat. or Sun) 11:00p.m. – 6:00a.m.: $3.65

**Preceptor Pay:** A “Preceptor’s” duties include providing hands on training to a new employee including completion of a training check list, skill evaluation of trainee, and a documented verbal conversation with supervisor regarding the progression of training. Employees shall receive an additional one dollar ($1.00) per hour for all hours worked as a “preceptor”. Preceptor duties will be assigned by management. Employees who may have an employee “shadowing” shall not be determined to be working in the role of “preceptor.”

**Meetings/Trainings:** All meetings/trainings which an employee is required by the Employer to attend will be provided fourteen (14) calendar day notice in advance of such meeting/training by the Employer and will receive a minimum of two (2) hours pay at the employee’s regular straight time to attend.

**Pay Days - Employer Computations:** Pay days shall be established, preferably bi-weekly. An employee shall be permitted to know on what basis the employee’s pay is arrived at and shall be given reasonable evidence of the accuracy of the computation of the employee’s total take-home pay, if requested. By the first Monday of each pay period, prior to the submission of payroll, each employee shall sign off that hours worked are accurate or complete the appropriate pay correction request. One week shall be allowed to the Employer to make up and distribute the payroll.

**Error in Pay:** When an error in pay occurs at no fault of the employee amounting to fifty dollars ($50.00) or more in gross pay the error shall be corrected within five (5) working days or less (Monday-Friday) from the time the employee requests a correction. Such request must be made by an employee within two weeks of receiving their pay. Employees must return any overpayments within the same time period following an Employer request to return an overpayment. To the extent permitted by law, the Employer may deduct any such overpayment from future payroll.

**ARTICLE 17 HOLIDAYS**

**Recognized Holidays:** All employees shall be paid at the rate of time and one-half (1½) for work performed on the following holidays: New Year’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. Christmas Day and New Year’s Day pay shall be figured as follows:
Holiday premium pay shall commence with the second/pm shift on December 24th/December 31st and end after the end of the first shift on December 25th/January 1st.

All other holidays shall commence with the third/night shift and end at the end of the second/pm shift.

**Rate of Pay**: Full-time employees who do not work on the designated holidays shall receive their normal scheduled shift up to a maximum of eight hours at the regular straight-time rate of pay as holiday pay. Probationary employees shall not be eligible for holiday pay, unless they work the holiday, which shall be at straight time.

**Holiday Scheduling**:

1. Should a paid holiday occur during an employee’s PTO period, the employee will not be required to use PTO on the designated day off.

2. In order to receive holiday pay, an employee must work or be on the approved day-off schedule on the last scheduled work day before and the first scheduled work day after the holiday. In other words, if an employee calls out the day before or after a holiday for an excused reason, he/she will not be paid for the holiday.

3. A full-time employee who works a holiday one year will not be required to work the same holiday the next year absent exceptional circumstances.

**Holidays and Overtime**: Holidays will not count as time worked for the purpose of calculating overtime during the week in which the holiday is taken.

**ARTICLE 18 - Paid Time Off**

PTO is time earned to be used for illness and vacation.

PTO hours paid are not considered time worked for the purposes of calculating overtime for the week in which they are taken.
PTO Eligibility: All full-time and part-time employees will be eligible to begin accruing paid PTO after completing six (6) months of continuous service from their date of hire.

<table>
<thead>
<tr>
<th>Length of Service as of Oct 1st</th>
<th>Accrual Rate per Hour worked</th>
<th>Hours Earned per fiscal year (not to exceed)</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 months-2 yrs</td>
<td>0.0423</td>
<td>88 hours</td>
</tr>
<tr>
<td>3-7 yrs</td>
<td>0.0615</td>
<td>128 hours</td>
</tr>
<tr>
<td>8+ yrs</td>
<td>0.081</td>
<td>168 hours</td>
</tr>
<tr>
<td>12+ yrs</td>
<td>0.10</td>
<td>208 hours</td>
</tr>
</tbody>
</table>

- Accrual not to exceed forty (40) hours per week

PTO Accrual:

Newly eligible Employees: Newly eligible Employees having less than one (1) year of service on October 1st, but celebrating their 6 month anniversary before the following October 1st will accrue a prorated number of PTO hours following his/her six (6) month anniversary date, to be taken during the remainder of that fiscal year. Prorated hours will be based on time worked from their six (6) month anniversary date through September 30th of the current fiscal year.

Thereafter: Employees will be eligible for PTO according to the schedule above based on length of service as of October 1st of each fiscal year.

Employees on approved Leave of Absence: Employees on an approved Leave of Absence such as, but not limited to, Leave under Workers Compensation, LTD, STD or Family and Medical Leave, will not earn paid PTO time during such Leave.

PTO Advances: In addition to an Employee’s PTO entitlement and at management’s discretion, the Employer may advance up to forty (40) hours of PTO to an Employee as long as the advance does not exceed the maximum PTO accrual for that fiscal year. Requests for advances beyond forty (40) hours will be considered for unique situations only (i.e. an Employee’s marriage, an Employee’s wishing to go home to a foreign country requiring extensive travel, or upon the birth of a child in the first six (6) months of a year) and will require approval from the Regional Vice President and the Sr. Director of Human Resources. The Employer reserves the right and discretion to deny any such requests.
PTO Scheduling:
1. PTO may be not be taken in less than four (4) hour increments unless required by federal, state, or local laws. No employee will be allowed to take more PTO than his/her current year's entitlement during any one (1) fiscal year. If agreed upon mutually, PTO days may be used to extend an approved leave of absence, and they may be used concurrently with the leave for the purpose of receiving pay.
2. PTO must be scheduled with the employee's supervisor. To ensure smooth and efficient operation, the final right to schedule PTO is reserved by the Employer.

PTO Pay:
1. PTO pay is based on the average hours worked* by an Employee in the previous three (3) months and the Employee's straight time (base) pay rate in effect at the time PTO is taken/paid.
2. Employees will not receive PTO pay in lieu of taking earned PTO.

* Average hours worked by an Employee is calculated as the total number of hours worked in previous three (3) months divided by the total number of days worked in the previous three (3) months. An eight (8) hour cap applies for a regularly scheduled eight (8) hour shift; ten (10) hour cap for a regularly scheduled ten (10) hour shift; and twelve (12) hour cap for a regularly scheduled twelve (12) hour shift.

PTO and Overtime: PTO days taken will not count as time worked for the purpose of calculating overtime during the week in which PTO is taken.

PTO Forfeiture:
1. Carryover: Employees may carry over up to forty (40) hours of PTO to the following fiscal year.
2. Except as provided in item 1 above, PTO is not cumulative and must be taken before the end of the fiscal year in which it is accrued. PTO hours in excess of forty (40) hours will be forfeited at the end of each fiscal year.

Separations: Unless state law provides otherwise, an Employee who resigns or is otherwise separated from the Employer before using all accrued PTO will not receive payment for such accrued PTO. Employees with a negative PTO balance due to receiving a PTO advance will have the PTO pay withheld from their final paycheck where permitted by state and local laws.

PTO Preference Scheduling:
The Employer shall post PTO schedules no later than August 1st and said schedule shall
remain posted until August 22nd of each year. Employees will be given their PTO in accordance with their seniority during the calendar year. There will be two (2) rounds of postings. In the first round, the employee will select full weeks of PTO based on seniority. The second round will include single PTO days, up to three (3) consecutive days. Once the posting period has passed, all remaining PTO will be offered on a first-come first-serve basis. The Employer may determine the number of employees to be off at any given time in its sole discretion.

ARTICLE 19 – HEALTH AND WELFARE BENEFITS

Eligibility:

Effective upon ratification, all regular full-time employees, defined as those who work 30 hours per week or more, shall be eligible to participate in the Employer’s health, dental, vision and life insurance and short and long-term disability and ADD&D programs at the cost share described below effective the first month following sixty (60) days of employment. Continued eligibility will require an employee to average 30 paid hours per week for each week they receive pay in the period between October 3rd and October 2nd prior to each new plan year.

**Part-time employees who transitioned from Mayo to Morrison will continue eligibility for full-time medical benefits through 2018 only. In connection with enrollment for 2019, and to determine eligibility for 2019, Morrison will conduct the look-back of hours per the continued eligibility provisions provided above.

Benefit Credits:

All employees who transitioned from Mayo to Morrison are eligible for assistance with medical premiums as outlined below:

a. Benefits-eligible employees enrolled in Morrison/Compass medical plan, who are receiving a benefit credit, will continue to receive the monthly benefit credit as follows through 2019:

<table>
<thead>
<tr>
<th></th>
<th>2018 Up to (Per Month)</th>
<th>2019 Up to (Per Month)</th>
<th>2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee</td>
<td>$75.00</td>
<td>$35.00</td>
<td>$0-</td>
</tr>
<tr>
<td>Employee + Spouse</td>
<td>$150.00</td>
<td>$70.00</td>
<td>$0-</td>
</tr>
<tr>
<td>Employee + Children</td>
<td>$150.00</td>
<td>$70.00</td>
<td>$0-</td>
</tr>
<tr>
<td>Family</td>
<td>$225.00</td>
<td>$105.00</td>
<td>$0-</td>
</tr>
</tbody>
</table>
The amount of the monthly credit will not exceed the employee’s share of medical, dental and vision benefits selected by the employee. No benefit credits will be provided following calendar year 2019. Credit will be applied monthly via pre-tax paycheck distribution.

<table>
<thead>
<tr>
<th>Medical Insurance</th>
<th>Bronze Plus Plans</th>
<th>80% Employer/20% Employee</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Silver Plus Plans</td>
<td>80% Employer/20% Employee</td>
</tr>
<tr>
<td></td>
<td>Gold Plus Plans</td>
<td>60% Employer/40% Employee</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Dental Insurance</th>
</tr>
</thead>
<tbody>
<tr>
<td>PPO Basic Plan</td>
</tr>
<tr>
<td>PPO Comprehensive Plan</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Vision Programs</th>
<th>Basic Plan</th>
<th>100% Employee Paid</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Comprehensive Plan</td>
<td>100% Employee Paid</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Basic Life Insurance</th>
<th>$10,000</th>
<th>100% Employer Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supplemental Life</td>
<td>$10,000</td>
<td>100% Employee Paid; Age Rated</td>
</tr>
<tr>
<td></td>
<td>$25,000</td>
<td></td>
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<td></td>
<td>$50,000</td>
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<tr>
<td></td>
<td>$250,000</td>
<td></td>
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<tr>
<td>Spousal/Domestic Partner Life</td>
<td>$10,000</td>
<td>100% Employee Paid; Age Rated</td>
</tr>
<tr>
<td></td>
<td>$20,000</td>
<td></td>
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<tr>
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<td>$30,000</td>
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<td></td>
<td>$50,000</td>
<td></td>
</tr>
<tr>
<td>Child Life</td>
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<td></td>
<td>$10,000</td>
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<table>
<thead>
<tr>
<th>A &amp; S Short Term Disability</th>
<th>1st day accident – 8th day Illness/Hospitalization- 26 weeks maximum Duration- $250 weekly benefit</th>
<th>100% Employer Paid</th>
</tr>
</thead>
</table>

| Long Term Disability | $500; $700; $1,000; $1250; $1500 | 100% Employee Paid; Age Rated |
Accidental Death & Dismemberment

<table>
<thead>
<tr>
<th>Coverage Level</th>
<th>Amount ($)</th>
<th>Percentage</th>
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<tbody>
<tr>
<td>$25,000; $50,000;</td>
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<td>100%</td>
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<tr>
<td>$100,000; $150,000;</td>
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<tr>
<td>$250,000; $500,000</td>
<td></td>
<td>Paid</td>
</tr>
</tbody>
</table>

Long Term Disability: LTD coverage cannot exceed 60% of earned wages. After the initial election, coverage can be increased by only one level each enrollment period.

Supplemental Life and Accidental Death & Dismemberment: Coverage is reduced on January 1 by 35% following employee’s 65th birthday and 50% following employee’s 70th birthday. After the initial election, coverage can be increased by only one level each enrollment period.

Spousal/Domestic Partner Life and Child Life: After the initial election, coverage can be increased by only one level each enrollment period.

Generally, benefit changes are not permitted during the year, but the IRS allows changes that are consistent with certain qualifying life events. Employees can initiate their event online, through the benefits enrollment website.

- For HIPAA Special Enrollment events - within two months of the event date (Marriage, Birth/ Adoption, Loss of group coverage, Gain/ Loss of Medicaid or CHIP coverage, etc.)

Other qualified life events - within one month of the event date (Gain of group coverage, Divorce, etc.)

Employees will be required to submit documentation supporting their event. Employees must submit all required documentation within thirty (30) days from the date they declare their life event online. Change(s) will be denied for failure to provide the required documentation by the deadline.

Upon termination of employment, all insurance coverage shall cease immediately. 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.

Employees may also participate in the Employer’s standard voluntary benefit package as well as the flex spending plan that it offers to regular, non-represented, non-supervisory food service employees at Mayo Clinic locations on the same terms offered to such employees, as such terms or plans may be changed by the Employer from time to time.

In connection with all the above-described benefits provided for in this Article, and except as may be explicitly provided in this Article, the Employer reserves the right to change all benefits, insurance carriers, plans, networks, co-pays, employee cost (but not the % the employee pays of the premium), deductibles and all other aspects of the benefits and cost during the term of this Agreement, without first consulting or
negotiating with the Union, provided the benefits are offered on the same terms offered to regular, non-unit, non-supervisory employees at Mayo Clinic locations. The Union knowingly and voluntarily waives its right to arbitrate any and all Employer benefit plan decisions. It is also understood that Employer surcharges for spousal medical and tobacco use will apply.

ARTICLE 20 RETIREMENT BENEFITS

Eligible employees may participate in the Employer’s 401(k) Plan which shall include an Employer matching contribution of thirty-five cents ($0.35) for each dollar the employee contributes, on the first six percent (6%) contributed on the employee’s compensation (i.e. W-2 earnings). The Employer reserves the right to change or eliminate plans, investment options, or plan provisions during the term of this Agreement without first notifying, consulting or negotiating with the Union, provided the benefits are offered on the same terms offered to regular, non-unit, non-supervisory employees at Mayo Clinic locations. Employees will receive the same plan communications and materials as said non-unit employees and the Union will be provided a copy of mass communications.

ARTICLE 21 DISABILITY AND LEAVES OF ABSENCE

Personal Leave: Upon written notice to the Employer, an employee with at least 6 months of service may apply for a personal leave of absence of up to sixty (60) days. An employee must submit a written request at least thirty (30) calendar days in advance; however, the Employer will consider exceptions for unforeseen circumstances. The application shall specify the reason and the requested length of time for leave. The leave may be extended by mutual agreement of the parties in writing in advance of the conclusion of the original leave. The employee shall give a minimum of fifteen (15) days’ notice of such request. Employees must receive approval by the Employer for the leave; such approval will not be unreasonably withheld. Employees will be allowed to use PTO if available for such leave.

Illness/Disability Leave: FAMILY AND MEDICAL LEAVE

The Employer provides unpaid leaves of absence (“Leave”) to Employees who meet eligibility requirements in accordance with the Family and Medical Leave Act of 1993, as amended by the National Defense Authorization Act (“FMLA”).
Definitions.

• **Serious Health Condition (for Basic FMLA):** An illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a healthcare provider for a condition that either prevents an Employee from performing the functions of his/her job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two (2) visits to a health care provider, or one (1) visit and regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may also meet the definition of continuing treatment.

• **Covered Service Member (for Military FMLA):** Is 1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or 2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five (5)-year period prior to the first date the eligible Associate takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

• **Serious Injury or Illness (for Military FMLA):** A condition incurred by a Service member in the line of active duty that may cause the Service member to be medically unfit to perform the duties of his or her office, grade, rank, or rating. A serious injury or illness also includes injuries or illnesses that existed before the Service member’s active duty and that were aggravated by service in the line of duty on active duty.

• **Qualifying Exigencies (for Military FMLA):** Includes activities such as short-notice deployment, military events, arranging for alternative childcare, making financial and legal arrangements related to the deployment, rest and recuperation, counseling, parental care, and post-deployment reintegration debriefings.

To apply for an approved FMLA Leave, Employees should contact the Leave of Absence Department at 800-341-7763, option 2. Employees should also alert their management team that they are seeking an approved Leave and the period of time for which the Leave is sought. Employees do not need to disclose to management the reason for the Leave, only that a Leave has been requested and the anticipated period of the Leave.

Upon an Employee’s request for FMLA Leave, the Employee will receive a letter from the Employer’s Leave of Absence Department indicating the Employee’s rights and responsibilities under FMLA, whether the Employee is eligible for FMLA, and if the Employee is not eligible for FMLA Leave, the reason(s) why. The Employer will also inform Employees when their time away from work is being designated as FMLA and will
count against the Employee's FMLA entitlement. Likewise, anytime an Employee's time away from work is not FMLA protected, the Employer will notify the Employee.

Eligibility. To be eligible for an FMLA Leave, an Employee must have: 1. worked for the Employer for at least twelve (12) months in the proceeding seven (7) years; and 2. worked at least 1,250 hours prior to the commencement of the leave in a rolling calendar year.

Reasons for FMLA Leave. Pursuant to FMLA, the Employer provides eligible Employees with Leave for the following reasons:

For Basic FMLA:
1. For an Employee's incapacity due to pregnancy, prenatal medical care, or child birth;
2. To care for an Employee's child after birth, or placement of a child into an Employee's family by adoption or by a foster care arrangement (within the first twelve (12) months of the birth or after placement of the child);
3. To care for an Employee's spouse, child, or parent who has a serious health condition;
4. For a serious health condition, injury or illnesses that makes an Employee unable to perform his/her job duties.

For Military FMLA: FMLA Leave is also available to eligible Employees in connection with certain qualifying service-related medical and non-medical needs of family members. Military FMLA Leave may be taken for the following reasons:

1. When an eligible Employee needs to tend to certain "qualifying exigencies" arising out of the covered active duty or call to covered active duty status of a military family member (spouse, child, or parent), the Employee may use his/her twelve (12)-week leave entitlement to address matters such as attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.
2. To care for a covered Service member who is a spouse, child, parent, or next of kin with a serious injury or illness.
Maximum FMLA Leave Time Period.

Basic FMLA. Eligible Employees shall be provided with up to twelve (12) weeks of unpaid Leave in a rolling twelve (12) month period measured backward from the first day of the scheduled Leave.

Military FMLA. Eligible Employees shall be provided with twelve (12) weeks to address certain qualifying exigencies (reason #1). Eligible Employees will be provided with up to twenty-six (26) weeks of unpaid Leave in a twelve (12) month period to care for a covered Service member. The twelve (12) month period begins on the first day the Employee takes Leave for this reason, and ends twelve (12) months later. Leave to care for an injured or ill Service member, may not exceed twenty-six (26) weeks in a twelve (12) month period and Basic FMLA Leave may not constitute more than twelve (12) of the twenty-six (26) weeks.

Intermittent Leave. Basic and Military FMLA Leave may be taken intermittently. This means that Employees may take FMLA Leave in multiple, smaller blocks of time when necessary. If an Employee requires multiple periods of Leave for planned medical treatment (ex. physical therapy), the Employee must try to schedule the treatments at a time that minimizes the disruption to the Employee’s work schedule.

When an Employee applies for Intermittent FMLA Leave, the Employee should clearly express his/her request that the Leave be intermittent in nature. Medical documentation will be required to clearly state why ongoing Intermittent FMLA Leave is medically necessary.

Notice Requirements. Employees requesting Basic or Military FMLA Leaves must provide thirty (30) days of advance notice if the need for Leave is foreseeable (such as an expected birth or planned medical treatment for an Employee or his/her family member). If the need for Leave is unforeseeable, the Employee must notify his/her Manager or the Leave of Absence Department as soon as practicable based on the circumstances. Failure to follow these notice requirements is grounds for the Employer to delay granting or to deny an Employee’s request for FMLA Leave.

Call-Out Procedure. If an Employee is on Intermittent FMLA or unforeseen continuous FMLA Leave is being requested, the Employee must follow the Employer’s and the account’s established Call-Out Procedure. When an Employee is going to miss all or part of his/her scheduled shift, communication with management about the time away is of utmost importance to ensure proper staffing and coverage is in place.

All Absences, Lateness, and Early-Outs Must be communicated to Management. Whether the absence or lateness is excused or unexcused, the Employee must call to report his/her absence or lateness unless he/she is physically unable to do so. If the Employee’s Manager is unavailable the Employee will leave a recorded message at a designated phone number with the reason for the absence or lateness and a phone number where the Employee can be reached if the Manager
wishes to discuss the absence further.

Lateness or absences qualifying under FMLA will not be counted for corrective action purposes.

Certification Requirements. If the requested FMLA Leave is related to the Employee's own serious health condition, or the serious health condition of an Employee's family member or covered Service member, the Employee must provide medical certification from a healthcare provider supporting the need for FMLA Leave. The medical certification form will be provided to Employees by the Employer's Leave of Absence ("LOA") Department upon learning of an Employee's need for Leave. An Employee may provide documentation from the DOD, VA, TRICARE or from a healthcare provider to support the need for leave to care for a Service member. The Employer requires Employees to return Medical Certification to the Employer by the deadline specified on the Medical Certification request that is sent to the Employee. The Employee must try to schedule the treatments at a time that minimizes the disruption to the Employee's work schedule.

Failure to provide the requested medical certification in a timely manner may result in denial of Leave or other adverse employment consequences. If emergent or exigent circumstances prevent timely delivery of the medical certification, the Leave of Absence Department must be notified as soon as possible.

The Employer may require a second opinion from a doctor that the Employer selects. If it becomes necessary to settle a conflict between the original certification and the second opinion, the Employer may require the opinion of a third doctor. In these cases, the second and third opinions would be paid for by the Employer.

Use of PTO While on FMLA Leave. Employees have the option of using accrued but unused vacation time, paid time off (PTO), or paid sick days, during an Employer-approved FMLA Leave. With two (2) weeks advance notice PTO and Vacation Time may be used as a means to extend the Leave if approved by management.

**Employee Benefits during FMLA Leave.**

**Health Insurance Plans.** Employees approved for FMLA Leave will maintain their existing group insurance coverage on the same terms as if the Employee was still working. This means that Employees on approved FMLA Leaves must pay their health plan premium contributions on a timely basis during the period of FMLA Leave (the same as if the Employee was still working). An Employee will be required to pay the same premium amount that the Employee contributed to his/her healthcare plan before the Employee went on approved FMLA Leave. If an Employee does not pay his/her share of the health insurance contribution, it may result in loss of coverage.

PTO, Vacation Pay, Sick Pay. During an approved FMLA Leave, an Employee will not accumulate employment benefits such as vacation pay, sick pay, pension, PTO or any
other benefits. These benefits will accumulate up to the day on which the FMLA Leave begins and will not be lost by the use of an approved FMLA Leave. If using PTO during an approved FMLA leave employment benefits will continue to accrue.

Return to Work. If an Employee returns to work from an approved FMLA Leave either before or on the business day following the depletion of his/her leave time allowed (twelve (12) or twenty-six (26) weeks depending on the reason for the FMLA Leave), the Employee will be returned to his/her previous job or an equivalent position with equivalent pay and benefits.

An Employee returning from an FMLA Leave due to his/her own serious medical condition, illness, or injury, may be required to provide a note from his/her healthcare provider indicating the Employee is “fit for duty” and whether the Employee has any work restrictions.

**Consequences of Failing to Return from an Approved FMLA Leave.** If an Employee fails to return from an approved FMLA Leave and is not qualified for any other Employer approved leave programs, the Employee will be considered to have voluntarily resigned his/her position.

To the extent a state or local law provides for further benefits to Employees than those offered by the Employer, the Employer will comply with such laws.

If an Employee needs additional leave time due to his/her own serious medical condition, the Employer encourages the Employee to apply for Americans with Disabilities Act (“ADA”) Leave.

**Fraud.** Providing false or misleading information or omitting material information in connection with an FMLA Leave will result in disciplinary action, up to and including immediate termination.

**No Discrimination/Retaliation.** The Employer strictly forbids interference with an Employee’s FMLA rights; and discrimination, harassment, and/or retaliation against any Employee who exercises his/her FMLA rights.

**Bereavement Leave:** In the case of the death of a legal spouse, child, parent, sibling, and same gender domestic partner, members of the bargaining unit who have completed probation will be excused without loss of pay if scheduled and taken within sixty (60) days of death and the absence does not exceed five (5) working days.

In the case of the death of a half-sibling, step-sibling, parent in-law, domestic partner parent, step-parents, legal guardian/ward, son in-law, daughter in-law, grandparent, grandparent in-law, grandchildren, brother-in-law, sister-in-law, step-daughter, or stepson, members of the bargaining unit who have completed probation will be excused.
without loss of pay if scheduled and taken within sixty (60) days of death and the absence does not exceed three (3) working days.

In the case of the death of an aunt, uncle, niece, or nephew, members of the bargaining unit who have completed probation will be excused without loss of pay if scheduled, to attend the day of the funeral.

Where travel distances exceed two hundred and fifty (250) miles, the employee shall be granted up to two (2) additional days off, without pay, for travel or to attend to other funeral related matters. The Employer may request reasonable verification.

**Jury Duty:** When a member of the bargaining unit is summoned for jury duty during his/her shift and presents a jury summons, the Employer shall grant such employee time off for jury duty and will pay the employee the difference between his/her jury duty pay for their regular wages/salary for actual day(s) spent on jury duty for up to 20 work days in any rolling twelve (12) month period. The employee must submit a statement from the court verifying the amount of time served. Employees on jury duty are expected to report to work whenever their presence is not required by the court during their regular scheduled work hours.

**Military Leave:** An employee who enters the armed forces of the United States, or is called to active duty or military training, will be granted an unpaid leave of absence according to current state and federal laws.

**Time Off for Voting/School Conferences:** The Employer will provide time off for voting and school activities as required by applicable law.

**Seniority During Leaves of Absence:** There shall be no break in seniority during the period of a leave of absence.

**Returning Employees:** An employee returning from any leave shall be entitled to reinstatement to his/her position, hours and work unit unless the position has been eliminated or modified as a result of layoffs or other legitimate business needs. In such event, the employee may use their seniority as provided for in Article 15 Layoffs and Recall.

**Union Training Leave:** Upon the Union's request and subject to the Employer's business requirements, Union members serving as stewards/leaders under this contract
shall be granted special training leaves to attend group trainings provided by the Union. Such leaves will be unpaid and will not adversely affect an employee's seniority or benefits. The Union will work with the Employer to schedule such training in a manner that minimizes the impact of the attendees' absence on the Employer's business, and will provide the Employer with as much notice as is practicable, which in any event shall not be less than fourteen (14) calendar days.

ARTICLE 22 HEALTH AND SAFETY

The Employer will ensure that the working environment and all conditions of work are maintained in a safe manner and that all safety devices and equipment required by the various health codes and other applicable statutes are supplied to maintain a safe environment.

A Joint Safety and Health Committee: ("Committee") will be established by the Employer and the Union, composed of three (3) members per work site of the bargaining unit selected by the Union and up to three (3) members of management selected by the Employer. The Committee shall be organized to provide assistance in identifying and making recommendations on eliminating potential safety hazards throughout the facility. The Employer will coordinate the meetings of the Committee. This Committee will meet periodically, but no less than quarterly at which time they will conduct a walk-around inspection. The Employer will consider all of the recommendations from the Committee in good faith.

Protective Equipment: The Employer shall make available appropriate personal protective equipment and replace for normal wear and tear as needed, at no cost to the employee. Employees are required to use/wear all protective equipment and are responsible for lost protective equipment. The Employer will supply latex gloves as needed. If an employee has an allergy to latex, the Employer will provide alternate gloves. Latex gloves will not be used in place of "cut" gloves and the Employer will supply sufficient and properly fitted "cut" gloves to all employees and will not require any employee to perform knife work or handle any slicing apparatus without a "cut" glove.

Employees' Right to Know: When the Employer receives and investigates a report that a dangerous, potentially dangerous or unhealthful condition is present in the department, the Employer shall inform all bargaining unit employees working in the department or affected area.

Health and Safety Education: No employee shall be required or allowed to work in any area or operate any equipment until the employee has received proper education, training, and instruction.
ARTICLE 23 ETHNIC DIVERSITY AND CULTURAL ISSUES

Section 1. The parties recognize that recent immigrant workers are employed by the Employer and are a vital element to the success of the facility. While English is the language of the workplace, employees have the right to use the language of their choice among themselves or in responding to customers who address them in a language other than English.

Section 2. Where there is a communication difficulty with a particular employee, on request the Employer will provide a translator/interpreter chosen by the employee to facilitate communications so long as:

1. The translator is on the premises at the time requested;

2. The translator translates/interprets the communication of both sides so that there is full understanding by both parties of the verbal exchange;

3. Said translator may be the union steward/leader who shall function both as translator for both parties and representative of the union.

4. If the translator is not the steward/leader, he/she shall translate for both sides but shall not function in the role of steward/leader.

ARTICLE 24 – NO STRIKE

The parties agree that there will be no complete or partial strikes, refusals to perform work, sympathy strikes, picketing, refusals to cross any picket line, slowdowns, work stoppages, secondary boycotts or other cessations of work, economic or otherwise, by the employees or the Union without regard to whether the subject matter is arbitrable under the terms of this Agreement. There shall be no lockout by the Employer. If any employees or groups of employees represented by the Union should violate the intent of this section, the Union will take any necessary steps to effect a prompt resumption of work. Participation in or encouragement or threatening of any of the foregoing activities by any employee whether or not sanctioned by the Union shall be reason for immediate discipline, up to and including discharge.

ARTICLE 25 SEIU (COPE) LANGUAGE

The Employer agrees to deduct and transmit to SEIU Healthcare Minnesota, COPE, $_____ per pay period, from the wages of those employees who voluntarily authorized
such contributions on the forms provided for that purpose by SEIU. These transmittals shall occur for each payroll period and shall be accompanied by a list of names of those employees for whom such deductions have been made and the amount deducted for each such employee.

ARTICLE 26 SUCCESSORSHIP

In the event the Employer sells, assigns, transfers, merges or otherwise disposes of or transfers its business or its assets or there is any change in ownership that affects the terms or conditions of the bargaining unit employees, the Employer shall give written notice of such change to the Union at least sixty (60) days in advance of the change and shall make any and all payments which are or shall be due, if any, as of the date of the change in the business for any wages and/or benefits for employees covered by this Agreement.

In the event any change affects the terms or conditions of the bargaining unit employees, the Employer shall make the purchaser, transferee, assignee or successor aware of and will provide them a copy of the existing Collective Bargaining Agreement.

ARTICLE 27 SEPARABILITY AND SAVINGS

Section 1. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

Section 2. The parties agree to meet promptly to discuss the impact of the affected text in Section 1 above and to create new text as may be needed. Such discussions shall not "open" the Agreement during its term.
ARTICLE 28 DURATION

Except as otherwise provided, these Agreements shall be effective on November 1, 2018 and shall be in full force and effect through and including October 31, 2021 and shall continue in full force and effect from year-to-year thereafter, unless written notice of desire to change or modify this Agreement is given by either party at least ninety (90) calendar days prior to November 1st thereafter.

The undersigned signed this Agreement on the dates as indicated below.

For the Employer:
Morrison (Compass Group)

Date: 11/19/18

By: Karla Guy
Title: Senior Vice Pres.

By: ______________________________

For the Union:
SEIU Healthcare Minnesota

Date: 11/7/18

By: Lisa Weed, Executive Vice Pres.

By: Sylvia Mack, Negotiating Cmte.

By: Kathy Meyer, Negotiating Cmte.
Appendix A
ATTENDANCE POLICY
Employee Handbook February 2016

ATTENDANCE POLICY

Compass Group strives daily to provide quality services for its clients and customers. Every Compass Group Associate plays an important part in making this goal a reality. Unfortunately, when even one Associate is absent, late, or leaves early from his/her scheduled shift, the Company’s ability to meet this goal is strained and fellow team members must work harder in order to try and achieve the quality services clients and customers deserve and have come to expect.

Policy Overview. The Company recognizes that there may be times when an Associate cannot attend his/her scheduled shift because of an illness, emergency, or other rare set of circumstances. That is why the Company has identified excused and unexcused guidelines, progressive counseling procedures for unexcused absences, call out procedures, and how incidents of no-call, no-show should be incorporated into this Policy.

This Policy is broken up into the following five (5) sections. Please refer to each section for more information.

A. Excused Time Away from Work
B. Unexcused Time Away from Work
C. Progressive Counseling for Unexcused Time Away from Work
D. Call-Out Procedure: All Absences (Excused and Unexcused Absences, Lateness, or Leaving Early)
E. No Call, No Show

A. Excused Time Away from Work. There are times when an Associate’s time away from a scheduled work shift (i.e. absence, lateness, breaks or early out) will be “Excused” based on the situation and/or reason for the Associate’s time away. The following is a non-exhaustive list of events that are considered “Excused Time Away”:

- Any requested time off from work that is approved by the Associate’s Manager at least one (1) day in advance; this includes use of Holiday, Vacation, or Paid Time Off;
- Time missed, excused by the Family Medical Leave Act ("FMLA");
- Time missed, excused by the Americans with Disabilities Act, as amended ("ADA");
- Time missed, excused by Title VII of the Civil Rights Act of 1964, as
amended ("Title VII");

• Time missed to attend court-mandated jury duty pursuant to the Jury Duty & Witness Testimony Policy;

• Time missed for funeral/bereavement leave pursuant to the Bereavement Policy;

• Time missed for military leave as excused by the Uniform Services Employment and Reemployment Rights Act ("USERRA") pursuant to the Military Leave of Absence Policy;

• Time missed from work due to inclement weather per the Inclement Weather Policy;

• Time missed pursuant to the Election Day Schedules Policy;

• Time missed, excused by any other federal, state, or local law; or

• Time missed expressly excused by any other Company, Sector, or account policy.

Points of Clarification about Excused Time Away from Work

• **Documentation.** The Company reserves the right to request medical or other documentation for an Associate's Excused Absence. Failure to provide documentation in a timely fashion may result in the missed time being deemed unexcused.

• If an Associate misses time away from work for any of the above Excused Absences, the Associate will not receive an Occurrence Point (definition of Occurrence Point is described below).

• **Follow Call-Out Procedure.** Even when an Associate's time away from work is Excused, regardless if the time away is an absence, lateness, Meal Period and Rest Break Policy violation, or early-out, the Associate must follow the account's Call-Out Procedure. Failure to follow the Call-Out Procedure will result in performance counseling for violation of the Company's Work Rules.

• **Inform Management the Time Missed May be "Excused."** If an Associate believes his/her absence, lateness, Meal Period and Rest Break Policy violation, or early-out may be an Excused Absence, the Associate is responsible for alerting his/her Manager.

**B. Unexcused Time Away From Work.** Unexcused Time Away is also commonly referred to as an "Occurrence". Unexcused Time Away may result in progressive counseling under this Policy.

• An **Absence** that does not fall into one of the categories contained in the Excused Time Away Section of this Policy.

• **Not reporting to work** before the end of the Associate's second hour of work (e.g. if an Associate is scheduled to work at 8 am, the Associate is considered to be absent, not late, as of 10:01 am).

• **Lateness** that does not fall into the Excused Time Away Section of this Policy. Lateness is defined as clocking in or signing in past the
scheduled shift's start time and defined Meal Period Grace Period.

• **Early-Out** that does not fall into the *Excused Time Away* Section of this Policy. **Early-Out** is defined as an Associate leaving before the end of his/her scheduled shift without Managerial approval.

• **Failure to follow Meal Period and Rest Break protocols.** This includes failing to take Meal Periods and/or Rest Breaks on time (as scheduled by Management); taking short or extended Meal Periods and/or Rest Breaks; skipping Meal Periods and/or Rest Breaks without Manager consent; and not properly recording unpaid Meal Periods on time records.

• **No Call, No Show.** Failure to report the absence at any time before or within the first two (2) hours of the Associate's scheduled shift. This is considered a "No Call, No Show". See section on No Call, No Show below.

C. **Progressive Counseling for Unexcused Time Away from Work.**

**Disciplinary Action.** The Occurrence Points an Associate receives due to Unexcused Time Away will be recorded. If an Associate receives a certain number of Occurrence Points, the Associate will be subject to disciplinary action based on the following schedule:

**Introductory Period Associates (90 days or less of employment)**

• 1 Occurrence Point – final warning
• 2 Occurrence Points – discharge

**Full-Time and Part-Time Associates Employed for More than 90 days**

• 5 Occurrence Points in a rolling twelve (12) month period – written warning (2nd progressive counseling)
• 6 Occurrence Points in a rolling twelve (12) month period – final warning (3rd progressive counseling)
• 7 Occurrence Points in a rolling twelve (12) month period – discharge

**Counting Occurrences**

• **Unexcused Absence** = 1 Occurrence Point
• **Lateness and Early Out** = ½ an Occurrence Point.
• **Meal Period and Rest Break Policy Violations.** Failure to follow the Company's Meal Period and Rest Break Policy = ½ Occurrence Point (based upon criteria below)
  • Before an Associate may receive ½ an Occurrence Point under this Policy for failure to follow the Company's Meal Period and Rest Break Policy, there must be: (1) documentation that the Associate was trained on the Company Meal Period and Rest Break Policy; and (2) the Associate must receive a documented verbal warning about the need for future compliance with the Meal Period and Rest Break Policy.
  • If despite this notice and training an Associate fails to abide by the
procedures outlined in this Policy, the Associate will be subject to 
½ an Occurrence Point for each violation.

- A violation is considered each workday that the Associate fails to 
follow the Company Meal Period/Rest Break Procedures. By way 
of example, if on a workday an Associate takes a short Meal 
Period outside the Meal Period Grace Period and, without 
Manager approval, fails to take his/her scheduled Rest Break, the 
Associate would only receive ½ an Occurrence Point despite 
there being two (2) separate incidents. In sum, regardless of the 
number of Meal Period and Rest Break Policy violations in a day, 
the maximum number of Occurrence Points an Associate can 
receive is ½ point.

- **No Calls, No Shows** will escalate the Progressive Counseling Process 
– see section below.

**Points of Clarification on How to Count Occurrences**

- **Consecutive Occurrences.** It is Company policy to count 
"Occurrences," not the consecutive number of days an Associate is 
absent. For example, if an Associate has car trouble and for three (3) 
consecutive days the Associate is unable to report to work, then this 
period will only count as one (1) Occurrence Point rather than three (3) 
Occurrence Points because the time away from work was for the same 
reason for each consecutive day missed.

**Discretion.** The Company has the discretion to allot more than one (1) 
Occurrence point for consecutive Unexcused Time Away if the 
Associate's missed time is considered an abuse of this Policy.

- **Rolling 12 Month Schedule.** Occurrence Points are based on a rolling 
twelve (12) month period. For example, if an Associate is absent from 
work on March 1, this attendance occurrence will remain on record and 
will count towards any disciplinary action for unexcused time away 
(absence, lateness, Meal Period and Rest Break Policy violations, 
and/or leaving early) until March 1 of the following year.

- **Progressive Counseling.** The progressive counseling steps outlined 
in this *Attendance* Policy are separate from the steps outlined in the 
*Progressive Counseling* Policy. For example, an Associate who has 
reached the final warning stage in the *Progressive Counseling* Policy 
due to violations of the *Workplace Work Rules* Policy may not be 
terminated for violation of the *Attendance* Policy unless he/she has 
sufficient violations under the *Attendance* Policy to justify termination 
independently.

- **NOTE.** In certain cases, depending on the circumstances, harsher 
disciplinary measures than those outlined may be warranted.
D. Call-Out Procedure for all absences (Excused and Unexcused Absences, Lateness, or Leaving Early). When an Associate is going to miss all or part of his/her scheduled shift, communication with management about the time away is of utmost importance. Advance notice provides the Company with at least an opportunity to try and find a substitute or otherwise plan on how to deal with being short staffed.

All Absences, Lateness, and Early-Outs Must be Communicated to Management. Whether the absence or lateness is excused or unexcused, the Associate must call to report his/her absence or lateness unless he/she is physically unable to do so. If the Associate’s Manager is unavailable the Associate may leave a recorded message or a message with another person, though the Associate must call the Manager back the same day and discuss the absence with his/her Manager. This will ensure that the message has been received and gives the Associate the opportunity to discuss with his/her Manager when he/she plans to return to work.

Failure to Follow Call-Out Procedures will be Considered a Work Rule Policy Violation (not an Attendance Policy violation) and will result in progressive counseling, up to and including termination. The Associate should also check with his/her Manager about account specific Call-Out Procedures.

E. No Call, No Show.

A "No Call, No Show" is when an Associate fails to report for work and fails to report the absence to his/her Manager at any time before or within the first two (2) hours of the Associate’s scheduled shift.

- **One No Call, No Show.** The first incident of No Call, No Show in a twelve (12) month period will result in a final warning for the Associate. If an Associate is within his/her Introductory Period, one (1) No Call, No Show will result in termination.

- **Two Non-Consecutive No Call, No Shows in a Rolling 12 Month Period.** If an Associate has two (2) separate incidents of No Call, No Show in any twelve (12) month period, the Company will terminate the Associate’s employment.
• **Two Consecutive No Call, No Shows.** If an Associate No Call, No Shows for two (2) consecutive scheduled work shifts, the Company will deem that the Associate has chosen to resign his/her employment.

If an Associate believes that his/her No Call, No Show was due to an emergency situation preventing him/her from being able to call his/her Manager, the Associate **must** alert his/her Manager of the situation in issue as soon as possible. The Company reserves the right to request documentation to support the emergency circumstance preventing an Associate’s compliance with the Call-Out Procedure.