

AGREEMENT

Between

Crothall Environmental Services
Management,

A Division of Compass Group USA, Inc.

Operating at Arizona State Hospital in Phoenix, AZ

and

Western States Regional Joint Board, Workers United, SEIU

October 1, 2020 through September 30, 2023

48272

great people

great service

great results

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This AGREEMENT made and entered into, by and between Crothall Environmental Services Management operating at Arizona State Hospital, Phoenix AZ, a division of Compass Group, Inc., (hereinafter called the "Employer"), and Western States Regional Joint Board, Workers United, SEIU (hereinafter called the "Union").

ARTICLE 1 - RECOGNITION

Section 1. The Employer hereby recognizes the Union as the exclusive representative for collective negotiations concerning the negotiable terms and conditions of employment for all permanent employees' at the address as listed in Appendix 1.

Section 2. The Employer shall not abridge, add to, or change any section of this Agreement, except for any changes reached by mutual agreement in writing, and the Employer shall not enter into any separate agreements, covenants or contracts with any individual who is part of the bargaining unit, which would abridge, add to, or change this Agreement.

Section 3. Excluded from the bargaining unit shall be managers, confidential and clerical employees, professional employees, supervisors, and guards as defined in the National Labor Relations Act.

ARTICLE 2 - AFTER-ACQUIRED PROVISION

Section 1. Coverage Extended to Accretions to the Current Operation. The provisions of this Agreement shall be applied without evidence of union representation of the employees involved to all subsequent additions to and expansions of current operations, which adjoin and are controlled and utilized as part of the current operation.

Section 2. Coverage Not To Be Extended in Certain Situations. This Agreement shall not apply to an operation of the Employer if the employees are covered by a collective bargaining agreement with another union.

Section 3. The Employer waives its right to file a petition with the National Labor Relations Board for an election in connection with any demands for recognition provided for in this Agreement. The Union and the Employer will not file any charges with the NLRB in connection with any act or omission occurring within the context of this Article arbitration as defined under the grievance and arbitration article shall be the exclusive remedy.

ARTICLE 3 - 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 between the Employer, the employees and the Union. The parties also believe that 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 and Regional Joint Labor Management Committees, (JLMC).

Section 2. - Site JLMC: The Employer and the Union agree there shall be a Site Joint Labor Management Committee consisting of no more than 3 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 written agenda shall be established for each meeting. Employees assigned to the Site 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.

The findings from the Site JLMC shall be submitted to the Regional JLMC for review. The Site JLMC is not empowered to alter, amend or change the terms and conditions of the labor Agreement in any way.

Section 3. - Regional Joint Labor Management Committees: The Regional JLMC shall consist of a senior union official designated by the President of the Union and employee delegates selected by the union from several of the sites covered by the Labor Agreement and by the President of the Employer or someone designated by him, by a senior labor relations representative of the Employer, and by several of the sites covered by the collective bargaining agreement. The full regional JLM Committee shall consist of no more than 10 people.

The full Regional JLM Committee shall consist of no more than 10 people. The purpose of the Regional JLMC shall be two-fold:

1. To review any specific issues that have been presented to it by Site JLMC's in the Sector; and
2. To increase teamwork; improve communications; build trust between the parties and to create and advance the goals of the partnership as described in Section 1 above.

If necessary, the Regional JLMC shall be empowered to create a Joint Study Team, (JST), who shall meet on an as-needed basis to focus on matters of interest and importance to the parties.

Section 4. Any agreement reached by the Regional 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 and the Vice President of Labor Relations of the Employer.

Section 5. All participants on the Site or Regional Joint Labor Management Committees may be trained in interest-based problem solving before they may serve on said committees.

Section 6. The parties may jointly agree to have the Joint Labor Management Committee meetings facilitated.

ARTICLE 4 - RESPECT AND DIGNITY

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

ARTICLE 5- GRIEVANCE PROCEDURE

Section 1. The term "Grievance" as used herein means any alleged violation, misinterpretation, 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. The claims covered by this Grievance and Arbitration Procedure include, but are not limited to, claims covered by the National Labor Relations Act and claims alleging a unilateral change in the terms and conditions of employment.

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 on the part of management 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.

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 he/she has suffered a grievance, shall, with the assistance of a union representative, discuss the matter with his or her immediate supervisor. In order to be a legitimate grievance, the issue must be discussed within 10 calendar days of its occurrence or when the grievant would have reasonably known of the violation. The immediate supervisor shall give an oral reply within 7 calendar days of submission of the Grievance.

Step Two:

If the Grievance is not resolved after Step 1, then within 5 calendar days of the answer, the Grievance shall be reduced to writing and provided to the General Manager. The written Grievance should list the specific provision(s) of this Agreement alleged to have been violated and remedy sought. Within 5 calendar days of the Grievance being filed in writing, a meeting shall occur between the General Manager, the Chief Shop Steward and the grievant in an effort to resolve the Grievance. The General Manager shall provide a written response within 7 calendar days of the meeting.

Step Three:

In the event that the Grievance cannot be settled in Step Two, the written Grievance may be appealed by the Representative or designee of the Union to the District Manager or his/her designee within 10 calendar days after the written decision of the General Manager was received. The appeal shall be in writing. The parties shall meet within 7 calendar days in an effort to resolve the Grievance. The District Manager shall provide a written response within 5 calendar days of the meeting.

If the Grievance is not resolved after the procedures in Step Three have been completed, the parties, by mutual agreement, may refer the matter to non-binding mediation. A Grievance Mediation shall be held within 30 calendar days of the written request. The Grievance Mediation shall consist of at least one (1) Employer representative and at least one (1) Union representative plus a neutral mediator who shall act as Chairman and mediate the dispute in an attempt to have the parties reach a settlement.'

In the event the Employer and the Union cannot agree upon a mediator, either or both parties may apply to the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) names. Each party shall alternate in striking the list, beginning with the Employer on the first occurrence. The person whose name is not stricken shall be the mediator. Such procedure shall apply in each case. Mediation of grievances shall be governed by the following rules:

1. The grievant shall have the right to be present at the Grievance Mediation;
2. Each party shall have 1 principal spokesperson;
3. Outside attorneys shall not participate in Grievance Mediation;
4. Any documents presented to the mediator shall be returned to the respective parties at the conclusion of the hearing;
5. Proceedings shall be informal in nature and are non-binding on the parties;
6. Rules of Evidence shall not apply and no formal record of the Grievance Mediation shall be made;
7. The mediator shall have the authority to meet separately with any person or persons but will not have the authority to compel a resolution of the grievance;
8. If no settlement is reached, the mediator shall provide the parties with a written advisory decision within 24 hours of the mediation;
9. The mediator shall state the grounds for his/her advisory decision;
10. The Grievance Mediation procedure shall have no power to alter or amend the terms of this Agreement;
11. The cost of the mediator, if any, shall be split equally between the Employer and the Union.

In the event that a grievance which has been mediated subsequently goes to arbitration, no person serving as a mediator between the parties may serve as an arbitrator. Nothing said or done by the mediator may be referred to at arbitration. Nothing said or done by either party for the first time in the mediation hearing may be used against them at arbitration.

Step Four:

If the Grievance cannot be satisfactorily adjusted at Step Three, the matter maybe referred by the Union, for final decision and determination to an impartial arbitrator. The parties may agree to a panel of arbitrators to hear Step Four 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 7 arbitrators no later than 30

calendar days following the receipt of written Step 3 answer or the receipt of the written decision from the mediator as provided for in Step 3, paragraph 2 above. The parties shall select and 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 hold a hearing promptly and shall issue a written decision not later than 30 calendar 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 arbitrator shall be bound and governed by the provisions of this Agreement and the arbitrator shall be limited to the interpretation of the terms set forth in the Agreement.

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 5: Training. For purposes of implementing the procedure set forth in this Article, the parties may apply to a joint training program in grievance mediation to be conducted by the FMCS under the sponsorship of the Joint Labor Management Team.

Section 6. To facilitate the efficient and timely administration of this article, Union Representatives may participate in grievance investigations and meetings via telephone and union stewards will have access to telephones and facsimile machines in order to communicate with union representatives.'

**Summary Table of
Grievance Procedure**

Step	Parties Involved	Time Limits
1	Union: Grievant, Shop Steward Employer: Immediate Supervisor	10 calendar Days: Presented orally, discussion between parties 7 Calendar Days: Oral answer from immediate supervisor

2	Union: Grievant, Chief Shop Steward Employer: General Manager	5 Calendar Days: Grievance filed in writing 5 Calendar Days: Meeting between parties 5 Calendar Days: Written Response from General Manager
3	Union: WRC Grievance Representative Employer: District Manager	10 Calendar Days: Written appeal to the District Manager 5 Calendar Days: Meeting between the parties 7 Calendar Days: Written Response from the District Manager 30 Calendar Days: Mutual decision to seek Mediation
4	Arbitration	30 Calendar Days: File request to arbitrate

ARTICLE 6 - DISCIPLINE AND DISCHARGE/JUST CAUSE

Section 1. No non-probationary employee shall be discharged, suspended or otherwise disciplined without just cause. The Employer will promptly advise the Union of any discharge. In the event the Union claims the discharge is unjust, the grievance may be referred directly to Step 2 of the grievance procedure within 10 calendar days of the occurrence.

Section 2. An employee shall be permitted to have a Shop Steward or Union representative at any meeting with the Employer, or its agents, which meeting is for the purpose of investigating alleged misconduct by the employee that might be the basis for, or which may result in, the discharge, suspension or other disciplinary action with respect to the employee. If the employee indicates that he/she wishes a steward to be present, and one is not available, the disciplinary meeting shall be temporarily postponed unless it is an event covered in Section 4 below. In such cases, another bargaining unit person of the employee's choosing shall be asked to sit in as a witness. If it is not a Section 4 situation, the discipline shall be delayed until the employee's next shift.

Section 3. Disciplinary or corrective counseling notices may not be considered as a step in progressive discipline if they were written more than 12 months prior to the date of a new disciplinary or corrective counseling action. Such documents more than 12 months old may only be used as evidence that an employee was aware of a rule or policy, or to show past corrective measures taken, or as evidence of a pattern of behavior. Copies of all formal written discipline shall be provided to the Chief Shop Steward.

Section 4. At the final step of progressive discipline, or in the event of a single serious incident or rule violation, the employee shall be suspended pending investigation and with the intention to terminate. The Union shall be given notice of such suspension within 5 calendar days. The final disposition of the matter shall be made within 7 calendar days (Saturday and Sunday excluded), and notice of disposition shall be sent to the Union. Notices to be sent by e-mail or dated fax.

Section 5. For discipline situations that are appropriate for progressive discipline such as attendance problems or minor job performance problems, the progressive steps shall be:

1. First Written Warning
2. Second Written Warning
3. Final Written Warning and Suspension
4. Suspension pending investigation and decision to terminate

Section 6. Attendance issue shall be considered on a separate disciplinary track from other issues

ARTICLE 7 - NON-DISCRIMINATION

There shall be no discrimination by the parties against an employee on account of race, color, gender, age, creed, marital status, disability, gender identity or expression, genetic characteristics 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 lawful activities by such employees on behalf of the Union

ARTICLE 8 - PROBATIONARY PERIOD

Section 1. The first 90 calendar days of employment for all new employees shall be considered a probationary period for purposes of this Agreement.

Section 2. During the aforementioned probationary period, the Employer may discharge such employee for any reason whatsoever. Any employee discharged during such probationary period shall not have recourse to the grievance procedure as set forth in this Agreement. The Employer shall have no responsibility for the re-employment of the newly engaged probationary employees if they are dismissed during the probationary period.

Section 3. New Employee Orientation: As part of the Company Orientation process, the Company will include a Union Orientation on Company time, and on premises, for no more than thirty (30) minutes. Such orientation will be scheduled communicating with the Union Rep or Chief Shop Steward

ARTICLE 9 - SAFETY

Section 1. 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.

Section 2. A Joint Safety and Health Committee ("Committee") will be established by the Employer and the Union, composed of 3 members of the bargaining unit selected by the Union and up to 3 members of management selected by the Employer. The Committee shall be organized to provide assistance in identifying and 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.

Section 3. Protective Equipment: The Employer shall make available appropriate personal protective equipment at no cost to the employee. Employee must wear all such equipment. Failure to do so may subject employee to discipline up to and including discharge.

Section 4. Declared Public Emergency- In the event that local, state or federal government agencies declare a state of emergency that affects the conduct of business, both parties will meet and confer with regard to the effect on business and the employees. In these cases, the parties may temporarily amend by way of Memorandum of Understanding the contractual language with the intent of continuing business effectively and preserving employment opportunities. It is also understood that if such a declared public emergency requires the Company to take actions that are in contradiction of the collective bargaining language, the Union will not interfere or otherwise oppose such actions unless there is expressed collective bargaining exemption language set forth in the public order. Likewise, it is understood that the Employer and Employees must comply with any orders set forth as mandatory by any government agency in response to a declared emergency.

ARTICLE 10 - SENIORITY

Section 1. Except as set forth in a separate provision, seniority shall be defined as length of continuous service in the bargaining unit covered by this Agreement.

Section 2. Seniority shall govern with respect to layoff and recall, vacation and overtime subject to the Employee s establishment of designated work schedules.

Section 3. In the event that two or more employees are hired on the same day, their seniority shall be decided by a lottery of said employees.

Section 4. Seniority shall be deemed broken for the following reasons:

- A voluntary quit;
- A discharge for cause,
- Failure to return to work in accordance with the terms of an approved leave of absence;
- A layoff for a period of 12 months
- Failure to return to work within 5 days of notice sent to the last address on file by registered mail;
- Illness or injury absence equal to the employee's length of service when the leave began or 1 year, whichever is less;
- 2 consecutive workdays no call/no show unless failure to call is due to an emergency beyond the control of the employee.

ARTICLE 11 -LEAVES

Section 1. Upon written notice to the Employer, an employee with at least 6 months of service may apply for a leave of absence of up to 120 calendar days. An employee must submit a written request at least 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.

Section 2. For employees taking a leave of absence for medical reasons, (including maternity leave), upon showing of reasonable cause, an employee at any time may be requested to submit to a medical examination at Employer expense and upon reasonable notice. At the option of the employee, the examination may be made by a physician of his/her own choosing. In this event, the employee shall bear the expense of the examination by the physician of his/her own choosing. The results must be made available to a physician of the Employer's choosing for evaluation.

Section 3. The continuation of insurance and the division of premium expense for insurance coverage during medical leave is controlled by the guidelines of the Family and Medical Leave Act.

Section 4. In the event an employee is hired or appointed to short-term employment with the union, the employee shall be allowed to take leave, subject to the Employer's legitimate business needs. Such leave shall not exceed 120 days. No more than 1 employees may be awarded such leave at a time. The Employer shall continue to pay for the employee's benefits during such leave provided that the Union and/or employee reimburses the Employer in full for such benefits beginning on the first day of the month following the commencement of such leave. During such leave, the Employer will continue the seniority of the employee on leave and the accrual of benefits based on seniority. The Union agrees not to seek such leave for activity against the Employer or its clients.

Section 5. 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.

Section 6. 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 hours changed as a result of layoffs or other legitimate business needs. In such event, the employee may use their seniority as provided for in Article 12 - Force Reductions and Bumping.

ARTICLE 12 FORCE REDUCTIONS/BUMPING

Section 1. In the event of a reduction in force, the least senior person in the affected job classification shall be the first person to be laid off. The displaced employee may bump the least senior employee in the bargaining unit in an equal or lower rated classification provided they have the seniority and are qualified to perform the work successfully with minimal training. The displaced employee without seniority to bump shall be laid off.

Section 2. Employees shall be recalled to their former position in inverse order as business needs dictate.

Section 3. Notice of recall shall be sent by delivery service to the employee's last known address on file with the Employer. It is the employee's responsibility to maintain up to date address information on file with the Employer.

ARTICLE 13 - POSTING OF VACANCIES

Section 1. All promotional vacancies shall be posted in writing for 7 calendar days on internal bulletin boards in each facility. A copy of the posting shall be given to the Chief Shop Steward. Persons shall apply for the posted vacancies by either signing their names to the posting notice or by sending a written request to the General Manager. Interviews will be conducted within 7 calendar days of the completion of the posting period. When more than one active current employee is deemed by management to be qualified for a position, selection of employees to fill the vacancies shall be governed by seniority. The Employer shall post the original open position and one additional posting in sequence unless the successful bidder for the first posted position came from an entry-level position under this Agreement. In such instance, the Employer may hire a replacement from outside.

Section 2. 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.

Section 3. The first 45 calendar days of employment in a new job title for any existing employee will be considered a probationary period for the purpose of this Agreement. The Employer shall be entitled to extend the probationary period for an additional 30 calendar days upon written notification to the Union.

1. Except as set forth during the aforementioned probationary period, the employee's service in the new position may be ended by the Employer for any reason. If they are disqualified during probation by the Employer or, if they ask to be returned to their prior position during probation, they may not bid again for a period of 6 months.

Upon such disqualification, the employee shall be entitled to return to the position previously held or a substantially similar position and he/she shall suffer no loss of seniority occasioned by the promotion.

2. Employees who successfully bid for new promotional opportunities may apply for a subsequent promotional opportunity without a time bar restriction.

Section 4. The Employer shall maintain a list of employees who desire to fill lateral vacancies on different shifts. Such vacancies shall be filled on a "first come - first served" basis and in a manner that meets operational needs.

ARTICLE 14 - TRANSFERS AND REASSIGNMENTS

An employee may request a transfer or reassignment to an equal or lower rated position. The Employer agrees that it will make reasonable efforts to accommodate such employee. Any impact on the benefits of the employee caused by said move shall be governed by this collective bargaining Agreement

ARTICLE 15 - IMMIGRATION RIGHTS

Section 1. No employee covered by this Agreement, will experience a loss of seniority, compensation, or benefits due to the submission of legally documented changes in his/her name and/or social security number.

Section 2. In the event that an employee has a problem with his or her right to work in the United States after completing his or her introductory or probationary period, the Employer shall notify the Union in writing prior to taking any action. Upon the Unions request received by the Employer within 48 hours of the employee's notice to the Union, the Employer agrees to meet with the Union to discuss the nature of the problem to see if a resolution can be reached.

Section 3. In the event that an employee is not authorized to work in the United States following his or her probationary period and his or her employment is terminated for this reason, the Employer agrees to provide to the employee preferential hiring if the employee provides proper work documentation within 2 years of prior termination.

ARTICLE 16 - 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, the Employer recognizes the right of employees to use the language of their own choice amongst themselves.

Section 2: The Employer is committed to a program to improve its ability to communicate with employees who do not communicate in English. To that end, the Employer agrees:

1. It will, within a reasonable period of time, provide training materials, program announcements, and bulletin board notices where practical, to communicate in the principal languages of its employees;
2. Where there is a communication difficulty with a particular employee, on request the Employer will provide a translator chosen by the employee to facilitate communications, so long as the individual is on the premises at the time requested.

ARTICLE 17 - BARGAINING UNIT WORK

Supervisors and other non-bargaining unit employees will not perform bargaining unit work except when there are no unit employees to perform the work needed or when such is necessary for the legitimate emergencies or for the instruction of personnel.

ARTICLE 18 - NO REDUCTIONS

No employee shall have his/her wages, benefits or other working conditions reduced as a result of the signing of this Agreement unless mutually agreed upon by the parties.

ARTICLE 19 - UNION STATUS AND MEMBERSHIP DUES CHECK-OFF

Section 1. The Employer agrees to deduct bi-weekly from the wages of the employees covered under this Agreement, regular initiation fees and membership dues for the Union, as said employees individually authorize the Employer to deduct.

Section 2. The Employer shall remit each month to the Union, the amount of deductions made for that particular month including initiation fees, reinstatement fees, membership dues, permits and arrears, together with a list of employees with their social security numbers and gross pay amount per week/month, for whom such deductions have been made. The list should also include the employee's department, location, craft or classification, supervisor, job title, home address, status and date of hire. The list should indicate all official personnel actions, which result in a change in status of bargaining unit members, including new hires, terminations, promotions, etc. The information shall be in computer readable electronic form. The remittance shall be forwarded not later than the 15th of the month following the month in which deductions are made.

Section 3. Wherever state laws permit, employees shall become and remain members of the Union in good standing upon completion of 30 days of employment with the Employer or 30 days after the effective date of this Agreement, whichever is later.

Section 4. In order to simplify the Employer's and the Union's administration of this section, the Employer shall upon the hiring of new employees give each employee an application for union membership and dues check-off authorization form. The Employer shall remit the completed forms to the union monthly. All new employees shall be entitled to receive a 15-minute orientation provided by the union.

Section 5. The Union shall certify to the Employer, in writing, the current rate of its membership dues and initiation fees. If the Union changes the rate of its membership dues, it shall give the Employer 30 day's written notice prior to the effective date of such change.

Section 6. The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that shall rise out of or by reason of action taken by the Employer in reliance upon said dues deduction authorization cards submitted by the Union to the Employer.

Section 7. The Employer shall deduct, from the gross wages or salary of each employee who voluntarily executes the political action committee (PAC) or The Property Services Civic Engagement Fund (PSCEF) payroll deduction authorization form that is Appendix 2 to this Agreement, the contributions at the frequency of deduction so authorized on that form, and remit those contributions to the Union at the same time that the Employer remits to the Union the Union dues that are separately voluntarily authorized by employees to be deducted from their gross wages or salaries and remitted to the Union pursuant to this Article.

The Employer may remit PAC or The Property Services Civic Engagement Fund (PSCEF) contributions and Union dues to the Union by a single check or wire transfer, or by separate checks or wire transfers. With each PAC or The Property Services Civic Engagement Fund (PSCEF) contribution remittance the Employer shall provide the Union with a written itemization setting forth as to each contributing employee his or her name, address, occupation, rate of PAC or The Property Services Civic Engagement

Fund (PSCEF) payroll deduction by the payroll or other applicable period, and contribution amount. The parties acknowledge that the Employer's costs of administration of this PAC payroll deduction have been taken into account by the parties in their negotiation of this Agreement and have been incorporated in the wage, salary and benefits provisions of this Agreement.

Section 8. The Employer will continue to recognize Union membership and dues deduction authorizations submitted to the Union on written membership application forms, through electronically documented signatures, online deduction authorization, or by any other means of indicating agreement allowable under state and federal law. The Union will continue to submit to the Employer a list of members who have authorized payroll deduction and shall provide the Employer with verification that payroll deductions have been authorized by the employee only in the event a question arises about an employee's membership status.

ARTICLE 20 - SHOP STEWARDS AND VISITATION

Section 1. The Union shall have the right to designate a reasonable number of shop stewards who shall represent the Union for the purpose of presenting and adjusting grievances. The number of shop stewards is designated in Appendix 1.

Section 2. A steward may be released from their regular duties to investigate grievances on Company time. The steward shall contact his/her supervisor in advance to determine a time when such investigation will not interfere with the steward's work and the work of the person with whom the steward wants to meet with.

Section 3. The Union, through its representatives, shall have access and the right to visit working areas in the unit where employees covered by this Agreement are assigned during working hours subject to Arizona State Hospital policies and procedures. However, the Union agrees that it shall not interfere with any working operations and shall contact the General Manager or his/her designee upon arrival. The Union agrees to make reasonable efforts to schedule visits in advance.

Section 4. The Employer shall permit the Union the reasonable use of bulletin boards for the purpose of posting information. Copies shall be provided to the General Manager in advance of posting and shall not contain inflammatory or defamatory text toward the Employer or the Employer's client.

ARTICLE 21 - SUCCESSORS AND ASSIGNS

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

ARTICLE 22 - MANAGEMENT RIGHTS

Section 1. Except as expressly modified by a specific provision of this Agreement, all the authority, rights and powers which the Employer had prior to the signing of this Agreement are retained by the Employer and remain exclusively and without limitation the rights of management. Only express

modifications contained in specific provisions of this Agreement constitute limitations upon such authority, rights and powers.

Section 2. Examples of the authority, rights and powers, which are hereby vested in the Employer, with only such modification as is expressly stated in a specific provision of this Agreement, include, but are not limited to, the following:

The right to schedule, adjust, and assign work and hours of employees; to assign and require overtime work; to determine production requirements and the methods by which such production shall be accomplished; to hire, promote, transfer, reclassify, suspend, discipline, demote, layoff or discharge employees; to determine the work to be done by the Employer's employees; to determine the size of the work force and the amounts and kinds of supervision necessary; to temporarily or permanently shut down its entire operation or a portion thereof; to temporarily or permanently move its entire operation or a portion thereof to another location(s); to establish or change rules and safety standards; to establish or change work standards; to establish or change standards of quality and quantity of work; and to determine the creation, continuance, termination, change or consolidation of jobs or of partial or total operations (including discontinuance of their performance by Company employees). If the Employer does not exercise rights reserved to it or if it exercises such rights in a particular way, it shall not be deemed a waiver of the right to exercise such rights or of the right to exercise such rights in other ways not in conflict with the express terms of this Agreement.

Section 3. The Employer retains the right to subcontract out all of or any part of its operation as the dictates of business demand or if the Employer in its discretion deems it necessary as long as it does not directly displace or result in the layoff of a regular employee except as a result of cause beyond the control of the Employer.

ARTICLE 23 - NO STRIKE/NO LOCKOUT

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

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

Section 3. The Union agrees that if employees covered by this Agreement are in violation of this provision they shall order the employees to cease and desist and return to work immediately and take steps to ensure compliance with that request.

ARTICLE 24 -WAGES

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

rate or that classification or their current rate, whichever is higher, for the hours so worked.

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

Section 4. If an employee is required to attend a meeting called by the Employer, such employee shall be paid at their regular straight time rate for such attendance. Attendance will be mandatory.

Section 5. Employees shall be paid on a bi-weekly basis on Fridays before the end of their regular shift. All employees shall be paid by direct deposit.

Section 6. If a new position is created, the parties will meet to determine the rate of pay for the new position.

ARTICLE 25 -INSURANCE

Section 1. - Eligibility All regular full-time employees, (those on a regular schedule of 30 hours per week or more) effective the first of the month following 90 days of employment.

A- Health care coverage:

- A. The Employer shall contribute to the Amalgamated National Health Fund the following sum as designated by the Trustees per month per eligible employee for the purpose of providing health insurance for eligible employees, the splits shall remain the same throughout the life of the agreement.

Food Service	January 1, 2020	January 1, 2021	January 1, 2022	January 1, 2023
Employee	\$850	\$892	\$937	\$984
EE & Spouse	\$1,695	\$1780	\$1869	\$1962
EE & Child(ren)	\$1,738	\$1825	\$1916	\$2012
Family	\$2,262	\$2494	\$2618	\$2749



Section 2. Any employee who works in a higher classification for a minimum of a 1 hour shall receive the

- B. An eligible employee is one who is on the payroll of the Employer on the first day of each calendar month provided, however, that where new employees are hired who are not members of the bargaining unit, the first payment due shall be on the first day of the first calendar month following the employee's first thirty (30) calendar days of employment.
- C. All premiums due shall be payable not later than the tenth (10th) day of each calendar month.
- D. The Employer shall be subject to the provisions of the presently existing Insurance Trust and the action of the Trustees in reviewing and/or amending the provision of such Trust on all matters with the exception of the contributions rates, which are covered above.
- E. The Employer agrees that if it becomes necessary in the discretion of the Trustees to take any legal steps to collect the above referred to subscription during the term of this Agreement for any reason whatsoever, the Trustees may collect from the Employer in any such legal proceedings, besides all amounts due hereunder, all costs involved in any such acts, and a reasonable amount for attorney's fees to be fixed by the appropriate court.

Section 2. Family/Employment Status Changes: After the initial open enrollment period, employees may only change their elections once each calendar year. This open enrollment period is usually during the month of November, with an effective date of change as January 1st. The provisions of these elections and the bi-weekly payroll deduction are subject to the applicable plan descriptions and IRS regulations.

Generally, once benefit selections are made, they remain in effect for the rest of the plan year (January 1 - December 31). However, employees may change some of their choices during the year if they have a family or employment status change and notify the Employer in writing within 30 days of the change. A family/employment status change, (as currently defined by the Internal Revenue Service), includes:

1. Marriage, divorce or legal separation, (there must be a court order granting the divorce or legal separation).
2. Death of spouse or other dependent.
3. Birth or legal adoption of a child.
4. Spouse's termination or commencement of employment.
5. Employee or spouse switching from part-time to full-time status.
6. A significant change in the employee's or spouses health care coverage due to your spouse's employment.
7. Employee or spouse taking an unpaid leave of absence.

8. Dependent reaches an age which means they are no longer eligible for benefits under Compass program.

Section 3. Upon termination of employment, all insurance coverage shall cease immediately with the following exceptions:

1. For employees taking leaves of absence described in Article 12, the Employer will continue insurance coverage until the end of the month in which the leave commences provided that the employee has made all premium co-payments. If a leave extends longer than the initial month, insurance coverage is governed by COBRA Life insurance will continue for the full period of the leave.
2. For employees on union leave, see Article 12, Section 4. Life insurance will continue for the full period of the leave.
3. If an employee is granted an unpaid leave of absence in accordance with the FMLA, coverage shall continue for up to 12 weeks, provided all regularly required premium contributions are received. Life insurance will continue for the full period of the leave.

Section 4. An open enrollment period shall be held annually in November. Enrollment forms specific to this site shall be made available to all eligible employees during the enrollment period. Every eligible employee must complete enrollment each year in November to ensure up to date benefit selection, including beneficiary designation.

Section 5. Short-term disability benefits Eligible employees may purchase Short-Term Disability Benefits from Amalgamated at no cost to the employer by paying a full premium through payroll deduction only at open enrollment. STD disability is available for all members of the bargaining unit whether they are enrolled for health benefits or not. As of the effective date of this contract, employee's biweekly premiums are as follows:

<u>Short-Term Disability</u>	<u>Employee Only</u>	
\$150 per week/26 weeks	\$14.25	PMPM
\$200 per week/26 weeks	\$19.00	PMPM
\$250 per week/26 weeks	\$23.75	PMPM

ARTICLE 26 - PENSION/401 K

Section 1. The Employer shall become a participating employer of the UNITE HERE Workers Pension Fund, National Plan effective November 1, 2011. The Employer shall contribute to the Fund, on or before the tenth of each month, an amount per employee for each hour compensated for during all payroll weeks ending in the prior calendar month, as indicated below:

Effective June 1, 2020 \$0.27

Effective June 1, 2021 \$0.28

Effective June 1, 2022 \$0.29

Effective June 1, 2023 \$0.31

The above includes the rehabilitation rate. The Employer shall be required to contribute for new employees beginning the first of the month following completion of the probationary period.

Section 2. Employees, upon completion of their probation period, may participate in the Employer's 401 (k) program per the terms of the plan, and are eligible for the standard Crothall in effect on November 1, 2005.

ARTICLE 27 - HOURS OF WORK

Section 1. The normal workweek shall consist of 40 hours in 5 days. The text in this Article shall not establish a guaranteed number of days to be worked in a week or the hours to be worked in a day, although the Employer will provide as many full-time shifts as practicable, consistent with its business needs.

Section 2. The normal workday may be 8 hours as determined by the Employer to meet operational needs. Start times for employees may vary and may be staggered to provide for flexible and efficient operations.

Section 3. Weekly work schedules shall be posted by noon on Friday for the following week.

Section 4. All employees covered by this Agreement will be permitted to take one 15- minute paid break for each 4 hours worked. Breaks will be scheduled by the manager. Employees who work 5 or more hours in a day shall receive a one-half hour unpaid meal break to be scheduled by the manager or designee. Employees who work through their breaks with management approval shall be paid for all time worked.

ARTICLE 28 - OVERTIME AND PREMIUM PAY

Section 1. Employees performing work in excess of 40 hours per week shall be compensated at the rate of time and one-half their regular pay.

Section 2. When there are more employees at work in the classifications than are needed for the overtime work, the Employer will offer work in the classification by seniority in a specific building. If there are insufficient volunteers, the employer may require employees in the classification to work in inverse seniority order.

Section 3. Overtime shall be paid in the pay cycle in which the overtime is worked.

Section 4. Whenever possible, overtime scheduled shall be posted the day before such overtime is scheduled. Unscheduled overtime may at times be mandatory for all employees in a classification and will be assigned to the employees in the classification where the work has to be performed. Employees working overtime shall be permitted to make such necessary notification to their homes and families.

Section 5. Employees shall be expected to work a reasonable amount of overtime when requested.

Section 6. No employee shall work overtime unless such overtime work has been authorized in advance by his/her supervisor. Overtime shall be verified in writing by the Supervisor on the employee's time record.

Section 7. Hazard Pay In the event of public emergency declared by local, state, or federal government agencies, both sides will discuss any potential hazard pay in the event workers must work during a stay at home order or business is deemed essential.

ARTICLE 29 - JURY DUTY

When a member of the bargaining unit is summoned for jury duty 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 and the regular straight time hourly rate for the regularly scheduled hours of work for up to 20 work days in any calendar year.

ARTICLE 30 - BEREAVEMENT LEAVE

In the case of the death of a parent or legal guardian, brother, sister, husband, wife, domestic partner, child or step-child, mother-in-law or father-in-law, grandparent or grandchild or a relative who is a member of the immediate household of the employee, members of the bargaining unit who have completed probation will be excused without loss of pay from day of the death to the day after the funeral, inclusive, provided the absence does not exceed 3 working days. Where travel distances exceed 250 miles, the employee shall be granted up to 2 additional days off, without pay, for travel or to attend to other funeral related matters. The Employer may request reasonable verification.

ARTICLE 31 -REPORT IN PAY

Section 1. Employees who report to work without having been notified that the operation is closed, shall be guaranteed either one-half their scheduled hours or pay in lieu thereof.

Section 2. Once employees begin their scheduled shift, they shall be paid for all hours worked, or one-half the hours in their regular shift, whichever is greater. When worked planned for the facility has been completed, the Employer may canvass employees by seniority 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. This section shall not apply in cases of fire, flood, natural disaster, utilities failure, or an Act of God.

Section 3. The decision whether an employee shall be excused or shall work will be at the discretion of management and shall be made on the basis of seniority.

Section 4. Employees called in from home to work extra time outside their regular hours, shall be guaranteed a minimum of 4 hours work or the pay equivalent thereto.

ARTICLE 32 - CHANGES IN HOURS

Section 1. In the event that the scheduled hours for a given classification are reduced in a specific building, then the least senior employee in a given classification involved shall be affected first and so on. By mutual consent of the parties, all employees in a given classification involved shall be affected equally (i.e., hourly time shall be reduced in a like amount for each employee).

Section 2. In the event that the scheduled hours for a given classification are increased in a specific building, then the most senior employee in a given classification involved shall be affected first and so on. By mutual consent of the parties, all employees in a given classification shall be affected equally (i.e. hourly time shall be increased in a like amount for each employee).

ARTICLE 33 - HOLIDAYS

Section 1. All employees of the bargaining unit shall be entitled to the paid holidays each year, as enumerated in Appendix 1.

Section 2. Payment shall be based on an individual employee's regularly scheduled hours and regular rate of pay.

Section 3. Employees shall be eligible for holiday pay upon completion of their probationary period.

Section 4. Employees scheduled to work either the day before or the day after the holiday must be present on the scheduled day in order to be paid for the holiday unless they are on jury duty or bereavement leave. Employees who call in sick on either day before or the day after the holiday may be requested to furnish proof of illness for the holiday to be paid.

ARTICLE 34- SICK/PERSONAL DAYS

Section 1. All Crothall employees are entitled to accrue sick time under the Arizona State sick time law.

Section 2. Employees covered by the Agreement shall accrue one (1) hour of paid sick leave for every 30 hours worked, not to exceed 40 hours of sick time. Employees may only use up to forty (40) hours of sick leave each fiscal year (October 1- September 30). Employees are not eligible to use the paid sick time until they have completed 90 days of employment.

Section 3. Of the forty (40) hours, all hours can be used in one (1) hour increments.

Section 4. Any unused accrued sick time will be paid out at the end of the fiscal year.

Section 5. Sick time will not be paid out at termination or resignation of employment.

ARTICLE 35 - VACATION

Section 1. All full-time employees who are regularly scheduled for 30 hours or more each week shall be eligible for paid vacation. Employees shall be awarded vacation days on October 1 of each year based on the following accrual formula:

Years of Service	Number of Days
Zero up to 5 years	2 weeks
5 up to 10 years	3 weeks
10 or more years	4 weeks

Section 2. The following guidelines apply to the use of vacation:

1. Vacation may be taken during the calendar year in the amount earned during the prior calendar year. Vacation may be taken after six months of service.
2. Vacation may be scheduled at any time of the year. Vacation requests must be presented to the General Manger; in writing, 2 weeks in advance and must be approved before any vacation time can be taken. Vacations will be scheduled based on seniority at each building.
3. Vacation cannot be carried over from year to year. Once scheduled by the Employee and approved by the Employer, a vacation shall not be canceled; unless a change is mutually agreed upon by the Union and the Employer.
4. Vacation days shall be paid at the employee's regular rate of pay multiplied by their regularly scheduled hours.
5. Current and accrued vacation shall be paid out at the termination of employment provided a two-week notice has been given.

In cases of separation of employment, employees will be paid any accrued vacation time not taken or paid prior to the termination, based on the following accrual rate:

Years of Service	Accrual Rate (Days/Month)
Zero up to 5 years	.833
5 up to 10 years	1.25
10 or more years	1.66

ARTICLE 36 - UNIFORMS

The Employer shall supply all regular employees with a minimum of 5 sets of required uniforms that will be replaced one-for-one on an as-needed basis (probationary employees shall receive 3 sets of uniforms). Employees are required to wear and provide their own slip resistant shoes. Employees must wear other clothing and footwear as determined by the employer.

ARTICLE 37 -TRAVEL ALLOWANCE

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

ARTICLE 38 -TRANSLATION/COPYING OF THE CONTRACT

The Union will pay to have this Agreement translated into languages agreed upon by the parties. The Employer will pay to have this Agreement printed, copied and distributed to all employees.

ARTICLE 39 - COMPLETE AGREEMENT

This Agreement, reached as a result of collective bargaining, represents the full and complete agreement between the parties and supersedes all previous agreements, whether written or oral, between the parties.

ARTICLE 40 - 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.

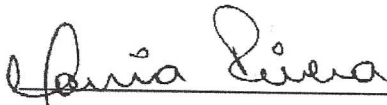
Section 2. The parties agree to meet promptly to discuss the impact of the affected text in Section 1 above and to create new text as may be needed. Such discussions shall not "open" the Agreement during its term

ARTICLE 41 -TERM AND RENEWAL

Section 1. This Agreement shall be in full force and effect as of October 1, 2020 and shall be in effect up to and including September 30, 2023. It is further agreed that neither the Employer nor the Union shall engage in a strike or lockout after the termination of this Agreement until at least 60 days after notice of intent to negotiate changes was provided to the other party.

Section 2. The parties shall enter into a written reaffirmation agreement 34 months after the effective date of this Agreement, if, in light of the conditions then existing, both parties believe it is appropriate to do so. The reaffirmation agreement shall reaffirm the terms of this Agreement for the balance of the duration of this Agreement. The reaffirmation procedure does not constitute a re- opener of this Agreement.

Section 3. If either party desires to change any of the provisions of the Agreement, such party shall, on a date not less than sixty (60) days, prior to the expiration date of the Agreement, give written notice to the other party specifying the changes desired. Changes in the Agreement shall be limited to those outlined in writing and all items of the Agreement not specifically set forth in the written notice shall be regarded as automatically renewed for a period of one year and continually thereafter for successive one-year periods until such notice is given. Negotiations shall begin within fifteen (15) days after receipt of such notice. In the event that either party shall notify the other of a desire to change the terms of the Agreement pursuant to the above paragraph, then and in that event, the other party shall have ten (10) days from the date of receipt of the written notice to serve a notice upon the notifying party, specifying any changes that may be desired.



Maria Rivera, Regional Director
Western St. Regional Joint Board
Workers United, SEIU



Shane Luxton
Morrison Management Services
A Division of Compass Group, USA

APPENDIX 1

Classifications
Housekeeper
Floor Tech
Lead

1. General Wage Increases - All Classifications

Effective 10/1/20	\$0.35
Effective 10/1/21	\$0.40
Effective 10/1/22	\$0.35

The Employer will comply with the Federal, State, City, and/or County minimum wage. The above wage shall remain above the aforementioned minimum wages.

Lead positions will be posted and will be selected at the Company discretion

2. Shop Stewards: There shall be 3 shop stewards and 2 alternates.
3. Holidays: The following are the agreed upon holidays for this account. If the client observes any holiday listed below on an alternative day (e.g., if Independence Day falls on a Sunday, but the operation is closed on Monday, July 5), the holiday will be observed on that day.

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day
- 3 floating holidays