

AGREEMENT

BETWEEN

CHARTWELLS DINING SERVICES

COVERING THE EMPLOYER'S FOOD
SERVICE FACILITIES AT
STEPHEN F. AUSTIN STATE UNIVERSITY
NACOGDOCHES, TEXAS
UNIT #2139

AND

**COMMUNICATIONS WORKERS
OF AMERICA, LOCAL 6186 AFL-CIO**

EFFECTIVE: September 1, 2025
EXPIRING: August 31, 2029

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AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of September 2025, by and between Chartwells Dining Services, a division of Compass Group Americas managing the food service operations at Stephen F. Austin State University, Nacogdoches, Texas (hereinafter referred to as the Employer) and the COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO (hereinafter referred to as the Union), covering wages, hours, and working conditions for employees of the Employer located on the campus of Stephen F. Austin State University, Nacogdoches, Texas.

WITNESSETH

In order to maintain an equitable standard of hours, wages and other working conditions and provide a basis upon which full cooperation of Employer and employees can be maintained and in the furtherance of the interests of the entire industry, the above mentioned parties hereby agree to and with each other as follows:

ARTICLE 1 - RECOGNITION

The Employer agrees to recognize the Union as the sole and exclusive bargaining agent for all food service employees employed by Chartwells Dining Services at Stephen F. Austin State University, excluding guards, watchmen, storeroom clerks, student employees, food service director, assistant food service director, unit manager, assistant unit manager, service supervisors, production manager, banquet manager, bookkeeper, unit clerk, payroll clerk, and supervisors as defined in the Act.

ARTICLE 2 - SENIORITY

Section 1.

Seniority shall include service accrual with both Stephen F. Austin State University and the previous SFA contract Employer and Chartwells will not view those hired as new employees and they will maintain current seniority.

Section 2.

Newly hired employees shall be considered as probationary employees for a period of ninety (90) calendar days. The discharge of a probationary employee shall not be subject to the grievance and arbitration procedure. However, the Union may present the Employer any concerns it may have about a probationary employee, provided the Employer is not obligated to justify its decision. Upon completion of the ninety (90) calendar days probationary period, employees' seniority date shall become the date of hire. Employees who previously worked for a period of ninety (90) calendar days for the Employer within the previous twelve (12) months, shall not be considered in a probationary status; provided, however, that the Employer reserves the right to discipline and/or discharge said employees under Article 3, Discharge and Discipline.

Section 3.

Seniority shall apply subject to the operating requirements of the Employer, in the selection of

shifts as openings arise and in vacation schedules.

Section 4.

An employees' Employer seniority shall be broken so that no prior period or periods of employment shall be counted and his Employer seniority shall cease upon

- A. Discharge;
- B. Voluntary quitting;
- C. Absence without notification for two (2) working days (unless excused by the Employer, or if beyond the employee's control);
- D. Absence due to lay-off which continues for more than the employee's length of service or twelve (12) months whichever is the least; absence due to disability which continues for more than twelve (12) months, or absence due to personal leave which continues for more than sixty (60) days, except to the extent additional time is required by law.
- E. Failure of an employee to return to work upon recall within five (5) working days of written notice being sent to him by certified mail, return receipt requested, by the Employer at his/her last known address;
- F. Acceptance by an employee of outside employment while on leave of absence, unless permission to do so is granted in advance, or where such outside work is permitted by law.

Section 5.

In reducing personnel because of lack of work or other legitimate reasons, the last employee hired within the classification affected shall be the first employee to be laid off; and, in recalling employees to work, the last employee to be laid off shall be the first one recalled. However, in laying off and recalling, the Employer may also take into consideration the ability, efficiency, and reliability of employees when justified by business needs. The Employer shall provide employees with a minimum of three (3) working days (excluding Saturday and Sunday) notice of layoffs.

ARTICLE 3 - DISCHARGE AND DISCIPLINE

The Employer reserves the right to discharge or otherwise discipline employees for cause. Grounds for summary discharge shall include but not be limited to: drunkenness, drinking or carrying intoxicating beverages on the job; possession, use of, or impairment by illegal drugs on the job; sale or distribution of illegal drugs; theft or falsification of records, including time cards; misuse or abuse of machinery or equipment; insubordination (refusal to obey a direct order from management); excessive absenteeism, including no-show, no-call as referenced in Article 2, Section 4; or any serious action by an employee that might cause the Employer to lose an account or that creates poor public relations. Any warning notice over one (1) year old cannot be used for progressive discipline.

ARTICLE 4 - SCHEDULING OF WORK

The Employer shall continue its current scheduling practice for bargaining unit employees making all reasonable efforts to schedule full-time employees at least thirty-seven and one-half (37.5) hours per week, excluding summer and partial contract charge weeks. Accordingly, the Employer will not permanently reduce the number of hours of an employee's schedule in excess of three (3) hours in a week unless business conditions dictate such reductions. In the event of any such reduction, the Union shall be notified of the reduction and the employee will be offered additional work hours where available. When the conditions causing the reduction are restored, the employee's hours shall be restored. This Section is not intended to prohibit temporary seasonal layoffs or reductions. The Employer may utilize part-time employees as needed so long as such utilization does not interfere with the above provisions of this Article. The Employer will not reduce hours in gradual steps as a way of avoiding the requirement of this Article.

ARTICLE 5 - SHIFTS AND OVERTIME

Section 1. Employees shall be provided shift starting times which shall not be arbitrarily changed. The work schedule for each will be posted prominently on bulletin boards in all work locations not later than 9:00am on Wednesday of the work week.

Section 2. Catering Department employees shall work such hours as are needed by the business, provided that supervisors will not perform bargaining unit work except where business needs dictate.

Section 3. One and one-half ($1\frac{1}{2}$) times the employee's regular rate of pay shall be paid for all work performed in excess of forty (40) hours per week, or for all work performed on the seventh (7th) consecutive day worked for full time employees.

Section 4. Overtime shall be offered on a seniority basis to the employees within the job classification who normally perform the work required by the Employer, on a cafeteria basis. Should an insufficient number of employees volunteer, the Employer may require employees to work overtime on an inverse seniority basis by classification.

Section 5. An employee reporting for work on any scheduled work day without having been notified that there would be no work shall receive a minimum of two (2) hours of work or two (2) hours show-up pay if no suitable work is available, unless no work is available due to conditions beyond the control of the Employer.

Section 6. When it becomes necessary for employees covered by the Agreement to work overtime, they shall not be laid off during the regular working hours to equalize that time.

ARTICLE 6 - VACANCIES, PROMOTIONS AND TRANSFERS

Section 1

Permanent bargaining unit vacancies shall be posted on-line and internally on a designated board at least five (5) days before they are to be filled. Employees must sign the posting list within the above time period to be considered for the position posted. Relevant ability and job qualifications shall govern in selection unless they are substantially equal, in which case seniority shall prevail. In any case only one (1) job opening shall be posted (one [1] vacancy shall not result in multiple posting). The Employer reserves the right to fill vacancies by hiring from outside sources where business needs dictate.

Section 2.

Employees shall be able to request transfers in writing to move to other SFA cafeterias operated by the Employer. Those requests shall be considered only as vacancies arise in other cafeterias, where operational requirements allow the Employer to permit the transfer, and where no bargaining unit employees with acceptable qualifications have applied for promotion. If the above criteria permit transfer, seniority shall prevail between two (2) or more employees who have applied for transfer; provided, the transfer request has been submitted at least ten (10) days prior to the vacancy arising. The Employer reserves the right to transfer employees within their current job classification to other job locations as operational needs dictate. The Employer shall utilize the transfer process for the purpose of operating its business in an efficient and reasonable manner, and not for arbitrary reasons.

ARTICLE 7 - PERFORMANCE OF BARGAINING UNIT WORK

Supervisors or managers shall not perform bargaining unit work except where business needs dictate.

ARTICLE 8 - RELIEF BREAKS

Each employee shall receive one (1) meal/relief period of thirty (30) minutes for each meal worked. The employee may eat a meal free of charge are available in dining hall locations only, during each such period. No employee shall work more than four (4) consecutive hours without a meal/relief period. In addition, the Employer shall continue its practice with respect to providing brief informal breaks.

ARTICLE 9 - HIGHER CLASSIFICATION WORK

Any worker who is assigned work in a higher classification shall be paid the rate of the higher classification for his entire shift, providing he/she works in a higher classification for at least three (3) hours during the shift.

ARTICLE 10 - LEAVE OF ABSENCE

Section 1.

Upon completion of one (1) year of service, a leave of absence may be granted to an employee for a reasonable time period not to exceed twelve (12) months for a bonafide illness, injury or pregnancy which prevents the employee from performing his/her duties. Before granting a request for a medical leave of absence, the employee shall furnish a written statement of diagnosis from the employee's physician citing the medical reasons for the leave.

- A. A leave of absence for medical reasons shall commence upon exhaustion of the employee's accumulated sick leave. The leave of absence shall terminate upon the employees release to return to work by the employee's physician or in twelve (12) months whichever is less.
- B. The employee must notify the Employer at least seven (7) days in advance of the date to return from a leave of absence. Failure to return to work following expiration of the medical leave of absence shall be cause for termination of employment, unless additional time is required by law.
- C. The employee shall keep the Employer informed about their condition each time they visit

their physician, the estimated date that the employee may return to work and date of the next visit to the doctor. The foregoing does not apply to FMLA leave. Further, the employee shall provide any change in address, phone number, and/or the name and phone number of someone who can be contacted if the Employer needs to contact the employee.

- D. Employees returning from a medical leave of absence shall return to their previous job at the same rate of pay they received at the time the leave commenced. If the original job is not available, the employee shall be placed in a comparable job at a comparable wage rate provided they have the seniority.
- E. The Employer may, at its discretion, send the employee to another physician for a second opinion. Charges for sending the employee to an Employer selected physician shall be paid by the Employer.

Section 2. Upon completion of one (1) year of service, a personal leave of absence of up to sixty (60) days may be granted to an employee at the discretion of the Employer where compelling reasons are provided by the employee.

Section 3. The employee must notify the Employer at least seven (7) days in advance of the date to return from a leave of absence. Failure to return to work following expiration of a leave of absence shall be cause for termination of employment, unless additional time is required by law.

Section 4. Whenever a leave of absence is granted according to the provisions of this Article, the employee will retain his existing length of service and accrued fringe benefits, but he will not receive credit for the time during which he/she is on leave of absence either in terms of seniority or other benefits, except where required by law. Employees shall be responsible for the payment of health premiums beginning on the first (1st) day of the calendar month following the start of their leave of absence.

Section 5. Employees shall be entitled to unpaid leave for Union business as follows, provided that not more than one (1) employee per cafeteria shall use such leave at any given time. The Chief Steward of the Local may use up to ten (10) days during the regular school year and up to ten (10) days during the summer session. Other officers and stewards may use up to eight (8) days during the regular school year and up to five (5) days during the summer session. Union business requires ten (10) days advance notice.

Section 6. Nothing in this Agreement is intended to conflict with the Family and Medical Leave Act (FMLA), the Americans with Disabilities Act (ADA), the Uniformed Services Employment and Reemployment Rights Act (USERRA) and similar State and local law.

ARTICLE 11 - NON-DISCRIMINATION

The Employer and the Union agree that all employment decisions shall be made without regard to the employee's or applicant's race, creed, color, religion, national origin, sex, age, gender, pregnancy, disability, sexual orientation, gender identity, genetic information, military status, veteran status or other classification protected by disability, sexual orientation, gender identity, genetic information, military status, veteran status or other classification protected by applicable Federal, State or Local law.

ARTICLE 12 - SICK LEAVE

Section 1.

Employees who have worked for three (3) consecutive months will accrue sick days on the basis of one-half (1/2) day per month up to a maximum of three (3) days in the first year. After one (1) year of employment will accrue one (1) day a month for a maximum of ten (10) days per year to be used within 12 months of the month earned. Employees with one year or more service as of July 1, 2021 will begin with 2 sick days.

Any employees who have perfect attendance for three (3) consecutive months prior to an absence will be paid for the first day of that absence, otherwise pay will be from the second (2nd) day.

Section 2.

The Employer may, for reasonable cause, require a doctor's certificate as proof of illness before granting sick pay

Section 3.

Sick leave pay shall be integrated with Workers Compensation Benefits or other disability compensation so that the sum of sick leave and said benefits shall not exceed the employee's regular rate of pay.

In order to be eligible for the foregoing integration of Workers Compensation Benefits and sick leave, employees must maintain contact with the Employer on a bi-weekly basis advising the Food Service Director or designee of any changes to their condition, any changes of address and their bi-weekly Workers Compensation Benefit earnings.

ARTICLE 13 - FUNERAL LEAVE

After completion of twelve (12) months of employment, in the event of the death of the employee's mother, father, sister, brother, spouse, child, step-mother, step-father, step-sister, step-brother, grandparent, step-grandfather, step-grandmother, aunt, uncle, mother-in-law, father-in-law, brother-in-law or sister-in-law of an employee, the employee will be granted a leave of absence with pay from the day of the death until and including the day of the funeral (a step-child living in the immediate household or legal step-child is included with the definition of child). Said leave in no event shall exceed three (3) regularly scheduled days from the date of death to the day of the funeral. If the funeral is located over one hundred (100) miles from Nacogdoches, the employee shall be entitled to two (2) additional regular scheduled working days, without pay, but without loss of benefits.

Such time off will be granted to full-time employees actively at work, or scheduled to work when the death occurs, and the employee shall be paid for the leave only when such absence due thereto would otherwise result in a loss of regular earnings if the clause were not in effect. Employees who are on vacation, their days off, or lay-off, etc., shall not be eligible for the benefits under this clause. In order to receive this benefit, the employee must take the leave and they must attend the funeral. The Employer reserves the right to request proof of the death and relationship to the deceased.

ARTICLE 14 - JURY DUTY

After six (6) months of employment,, employees are entitled to up to two (2) weeks of jury duty pay. An employee required to serve on a jury and who misses work shall be paid his straight-time hourly rate of pay, provided he furnishes proof of such jury duty and provided the hours of jury

duty occur during the individual's regularly scheduled shift. As a condition to jury service an employee must notify the Employer as soon as reasonable after receiving notice to report (normally within twenty-four [24] hours).

ARTICLE 15 - HOLIDAYS

Section 1.

All full-time employees who have completed three (3) months of service with the Employer shall receive holiday pay computed on the basis of hours the employee would have worked had the day been a normal work day, provided the employee has worked the last scheduled day before the holiday, if scheduled, and the first (1st) scheduled day after the holiday, unless excused by the Food Service Director. Should an employee be required to work on a scheduled holiday or where the holiday occurs on a non-scheduled work day, the Employer shall provide the employee with an alternate day off within seven (7) days preceding or seven(7) days following the holiday.

Section 2.

The Employer will designate nine (9) holidays prior to the start of each school year. Two (2) of the nine holidays will be scheduled during the summer period. Each full-time employee will receive one (1) additional holiday as a personal holiday. Personal Holidays will be scheduled in advance by mutual agreement between the employee and the employer.

Section 3.

If a holiday falls during an employee's scheduled vacation, the employee shall receive an additional day of vacation with pay or a day's pay in lieu of at the discretion of the Employer.

Section 4.

An employee who is required to work on a holiday shall receive straight time pay for all hours worked in addition to holiday pay except where an employee performs work on Thanksgiving Day or Christmas Day he/she shall receive time and one-half (1^{1/2}) his/her regular pay rate in addition to holiday pay. Employees who have five (5) years or more seniority will be paid the Christmas and New Year's Day holiday in the paycheck for which the holiday occurs, if they worked their scheduled workday before the holiday.

ARTICLE 16 – VACATIONS

Section 1. The Employer shall grant vacation with pay to full-time employees on the basis of continuous service with the Employer according to the following schedule:

Service	No. of Weeks Vacation
1 Year	1
2 Years	2
8 Years	3
14 Years	4
20 Years	5

Section 2.

Each week of vacation pay shall be calculated on the basis of the number of hours the employee regularly works in a given week.

Section 3.

Employees shall receive vacation pay as stated above unless the employee has been discharged as a result of an illegal or immoral act or for serious misconduct in which case the employee shall not be entitled to vacation pay. In addition, an employee who is absent from work for a period in excess of fifteen (15) days (excluding excused absences or authorized leave of absence periods) during an anniversary year shall not be entitled to vacation pay.

Section 4.

Seniority shall apply in the selection of vacation schedules, subject to the operating requirements of the Employer. Vacation pay earned during an employee's anniversary year shall be taken within the next twelve (12) month period following completion of that anniversary year. Vacations will be scheduled at the beginning of each calendar year with employees designating their choice of vacation weeks in order of seniority. Employees who elect to divide their vacation into two (2) or more vacation weeks shall be entitled to make only one (1) choice until all employees have exercised their first (1st) preference, with all succeeding choices based on seniority. It is understood that during the University's first (1st) and second (2nd) semester periods the Employer may identify certain time periods as not available for vacation scheduling.

Section 5.

Vacations may be taken in one (1) day increments.

ARTICLE 17 - UNIFORMS

All regular uniforms shall be provided by the Employer and shall be cared for by the employee. The employee shall be responsible for reimbursing the Employer for lost uniforms

ARTICLE 18 - JOB DESCRIPTIONS

The Employer will furnish the Union with copies of initial job descriptions and of any revised job descriptions.

ARTICLE 19 - LIST OF EMPLOYEES

At the beginning of each school year, upon request, the Employer will furnish the Union with a complete list of all bargaining unit employees which will include: name, current address on file, classification, rate of pay, phone number (if available) and date of hire.

ARTICLE 20 - BULLETIN BOARDS

A bulletin board shall be furnished by the Employer for the purpose of posting official Union notices, signed by an authorized representative of the Union, for the employees. The Union agrees that it will post no matter which is against the interest of the Employer. Union notices shall be limited to legitimate Union business which is neither inflammatory nor provocative.

ARTICLE 21 - UNION REPRESENTATIVES

Upon prior notification to the Employer, the authorized representative of the Union shall be admitted to the cafeteria premises for the purpose of investigating grievances or transacting Union business subject to the client's security regulations. The Union will keep the Employer

informed of authorized representatives. In the application of this Section the Union representative shall not conduct interviews or transact business at times which result in the interruption of service or interfere with the efficient operations of the Employer. Provided, that the Union representative will always have access in the event of a serious on-the-job accident for the purpose of explaining the employee's rights to workers compensation. Chartwells will allow a union representative to be present and inform employees about the Union at employee orientations for 15 minutes at some point during the orientation.

ARTICLE 22 - MANAGEMENT RIGHTS

The customary rights of management, including but not limited to the right to direct the work force, determine the number of employees needed, working time and assignment of each, and the right to hire, discharge, or otherwise discipline employees, and make and enforce reasonable work rules, are reserved to the Employer, subject to the terms and conditions of this Agreement.

ARTICLE 23 - NO STRIKE - NO LOCKOUT

During the term of this Agreement neither the Union nor an employees, collectively or individually, shall authorize or take part in any strike, stoppage of work, or slowdown. Any employee who violates the provisions of this Section shall be subject to serious discipline up to and including discharge. In the event of any authorized strike, work stoppage, or slowdown on the part of any employee, or group of employees during the life of this Agreement, there shall be no liability on the part of the Union or any of its officers, agents or members not participating in condoning or authorizing such action. The Employer agrees there shall be no lockouts or interference in the terms and provisions of this Agreement.

ARTICLE 24 - LEGAL CONTRACT

During the term of this Agreement if any Local, State, or Federal law is enacted, or any final decisions of a court or administrative body of competent jurisdiction is issued, which in any way invalidates any Section of the Agreement, then either the Employer or the Union has the right to renegotiate that Section of the Agreement in order to conform with the law. No other Sections of this Agreement shall be affected during the course of the renegotiations. The validity of any other section of this Agreement shall not be affected by the enactment or decision.

ARTICLE 25 - GRIEVANCE AND ARBITRATION PROCEDURE

Section 1.

All grievances or disputes between the Union or an employee and the Employer concerning the interpretation or application of the terms of this Agreement shall be processed in accordance with the procedures set forth in this Article. In grievances involving terminations, Step I will be omitted.

Step I

The aggrieved employee shall discuss any concerns or problems verbally with the employee's immediate supervisor within five (5) working days from the date of the action or event giving rise to the concerns or problems. Should he/she desire the assistance of the Steward in presenting their concerns or problems, his/her request shall be granted. If not settled, the employee shall have it reduced to writing and forwarded to the Food Service Director within ten (10) days of the time it was first brought to the supervisor's attention. Failure to submit the grievance in writing within ten (10) days shall indicate that the grievance has been withdrawn.

Step II

Following the receipt of the formal written grievance identified above, the Union Chief Shop Steward and the Food Service Director shall hold a grievance meeting within ten (10) days of receipt of the formal written grievance. The Food Service Director shall provide a written answer within five (5) working days.

Step III

If the grievance is not resolved following the Step 2 meeting, it shall be submitted to the District Manager in writing. The grievance appeal must be postmarked within fourteen (14) days after the receipt of the Food Service Director's written answer at Step. The District Manager or his designee shall conduct a grievance meeting within fourteen (14) calendar days after the receipt of the appeal. The District Manager or his designee will provide a written response within fourteen (14) days of this meeting.

Step IV

The Union may submit a grievance relating to the interpretation or application of the express terms of the Agreement to arbitration by written notification to the District Manager. The notification must be postmarked within fourteen (14) calendar days of the receipt of the written Step 3 decision of the District Manager; if not, the issue shall be considered closed. The parties shall endeavor to select a mutually agreeable arbitrator. If no mutual selection is made, the Union may request a list of seven (7) names from the FMCS, from which the parties shall select an arbitrator by conducting alternate strikes. The arbitrator shall have no power to add to, subtract from or modify the Agreement. The arbitrator's decision shall be final and binding on both parties. Costs and fees incurred in arbitration shall be borne equally by the Employer and the Union.

Section 2.

Failure to present or appeal any grievance at any step of the grievance or arbitration procedure within the specified time limits shall automatically constitute a waiver of the grievance. Failure of the Employer to process a grievance and render a written decision within the specified time limits entitles the Union to appeal to the next step of the grievance procedure. Any time limits or grievance steps may be waived by mutual agreement.

Section 3.

The Union shall identify one (1) steward on each shift to the Employer who shall be responsible for handling employee complaints, investigating grievances, and attending grievance meetings. It is understood that such meetings, complaint handling, or investigations shall not take place during peak periods of business, nor interfere with the operation of the Employer's business. The time spent on the clock by the steward and the employee(s) in handling complaints, and investigating and meetings on grievances (at Steps 1 and 2) shall be the minimum necessary and shall not exceed three (3) hours per week, provided that additional time may be granted when necessary upon mutual consent. Prior to investigating a grievance, the steward shall notify the Employer of the general nature of the grievance and the expected duration of the investigation.

ARTICLE 26 - UNION DUES DEDUCTION

Section 1.

Upon receipt of a properly signed authorization form from the employee, the Employer agrees to deduct from the wages of such employee covered by this Agreement, the regular dues as certified by Communications Workers of America, AFL-CIO. Deductions shall be made from each

paycheck and the Employer will remit such deductions to the Union on or before the end of each month. Along with the dues transmittal, the Employer will transmit to the Union a list of the names of Union members, wages for the pay period covered, and the amount of deduction for each Union member.

Once a month, the Employer will send the Union a list of newly hired bargaining unit employees, along with their address. Once a year, the Employer will send the Union a list of all bargaining unit members, along with their address and wage rates. The information will include the Employer's best available information.

Section 2.

The Employer shall furnish a copy of the general Agreement to each current employee in the bargaining unit and to each new employee within fifteen (15) days of initial employment. Copies of the general Agreement will be furnished to the Employer by the Union for distribution.

Section 3.

When an employee's earnings are insufficient to cover the authorization deduction, Union dues shall be deducted in the next payroll period in which sufficient earnings exist.

Section 4.

The Employer agrees to remit the amount so deducted to the designated representative of the Communications Workers of America and to furnish the Union with one (1) copy of a list of bargaining unit employees from whom deductions have been made and the amount of each deduction. The Employer shall retain as an administrative fee the sum of three and one-half percent (3.5%) of all Union dues collected by means of payroll deduction.

Section 5.

The Union agrees to indemnify and hold harmless the Employer for any action taken by the Employer pursuant to this Article.

ARTICLE 27 - BENEFITS

Section 1.

Employees who work less than thirty (30) hours per week will not be eligible for the health insurance benefits outlined in Section 3 of this Article.

Section 2.

Employees who work less than thirty (30) hours per week will not be eligible for the health insurance benefits outlined in Section 3 of this Article

The Employer shall continue to provide for the duration of this Labor Agreement the following benefits to "protected class" employees formerly employed by Stephen F. Austin University at levels established at the time the employees were hired by Chartwells Dining Services:

By August 31, 2021, Chartwells will make a one time payment of \$650 minus applicable taxes to the "protected class" (Leola Sanders, Avis Sanders, Sandra Cotton) for previous longevity pay.

The Company will ensure that if these five (5) employees listed (Leola Sanders, Avis Sanders, Sandra Cotton, Cathy Childress, Brenda Pleasant) have a reduction in scheduled hours below thirty either due to the employee's future inability to maintain such hours, a reduction in staffing/sales or other unforeseen circumstances the Company would first meet with the union

Section 3.

Eligibility Employees classified as full time and who work thirty (30) or more hours per week in weeks in which they worked, shall be eligible for the Compass “Standard Union Hourly Benefits” listed below;

This coverage will become effective on the first (1st) day of the month following completion of sixty (60) days service.

Life Insurance	\$10,000	100% Employer Paid
Supplemental Life	Age Rated Options	100% Employee Paid
Spousal Life	Various options	100% Employee paid
Child Life	Various options	100% Employee paid
A / S Disability	1-8-26 – 60% up to a maximum of \$250 per week	100% Employer paid
Long Term Disability	Age Rated Options	100% Employee paid
Accidental Death & Dismemberment	Age Rated Options	100% Employee paid
Medical Insurance	Gold Plus Plan	60% Company / 40% Employee paid
	Silver Plus Plan	80% Company / 20% Employee paid
	Bronze Plus Plan	80% Company / 20% Employee paid
	Bronze Limited Network Plan	80% Company / 20% Employee paid
Dental Insurance	Comprehensive Plan PPO w/Ortho	60% Company / 40% Employee paid
	Basic Plan	80% Company / 20% Employee paid
Vision Insurance	Comprehensive Plan	100% Employee paid
	Basic Plan	100% Employee paid

*Company surcharges for spousal medical and tobacco use will apply.

*At all times this document will be governed by 'The Plan.' A –

Life Insurance.
See Appendix A

B– Health Care, Dental and Vision Coverage.
See Appendix A

Section 2. Family/Employment Status Changes: After the initial open enrollment period, associates may only change their elections once each calendar year. Benefits made during the open enrollment period are effective January 1st. The provisions of these elections and the payroll deductions 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 make changes to their benefits during the year if they have a qualified life event or employment status change and the request and supporting documentation are submitted within a specified period, as noted in the plan documents.

ARTICLE 28 - COMPASS HOURLY 401K PLAN

Employees may be eligible to participate in the Compass Group Retirement Plan, subject to and according to all of the terms, conditions, rules, and provisions of the governing plan document, which may be changed, amended and/or terminated at any time by the Board of Directors of Compass Group USA, Inc. (or its delegate) in its sole discretion.

Upon written request from the [Union] within 30 days after the [Employer] provides notice of termination, amendment or modification to the [Union], the [Employer] will bargain with respect to the effects of the [Employer's] decision to terminate the Compass Group Retirement Plan or to amend or modify the Compass Group Retirement Plan.

ARTICLE 29 - WAGES AND CLASSIFICATIONS

The classification and minimum starting wages for each position I listed below; any changes to starting wages shall be bargained with the Union if the new hire rate surpasses an existing employee within the same classification.

Appendix A New Hire Minimum Rates:

	9/01/25	9/01/26	9/01/27	9/01/28
Food Service	11.67	12.14	12.63	13.14
Cook/Baker	13.08	13.60	14.14	14.71
General Utility	11.67	12.14	12.63	13.14
Catering Service Worker	11.84	12.31	12.80	13.31
Cold Prep Cook	11.95	12.43	12.93	13.45
<u>Retail/Cook</u>	13.66	14.21	14.78	15.37

If ratified week of September 22, 2025, wages shall be retroactive back to September 1, 2025.

All current employees shall receive the following increases:

Year 1	5.0%
Year 2	4.0%
Year 3	4.0%
Year 4	4.0%

Unit Lead Workers will make \$1.00 over the classification in which they represent.

Section 2.

Wage increases during the term of this Agreement shall be as follows and are reflected in the above chart:

Section 3.

Effective September 1, 2015, employees who have ten (10) years of continuous service will receive an additional premium of twenty cents (\$0.20) per hour the year in which they reach 10 years.

Employees who have fifteen (15) years of continuous service will receive an additional premium of twenty cents (\$0.20) per hour the year in which they reach 15 years.

Employees who have twenty (20) years of continuous service will receive an additional premium of thirty cents (\$0.30) per hour.

Employees who have thirty (30) years of continuous service will receive a \$300 bonus the year in which they reach 30 years; all current 30-year employees will be eligible for this one-time bonus once.

The above premiums will begin in the pay period following their anniversary date and paid on that year they reach the threshold.

Section 4.

Beginning July 1, 2024, probationary employees as spelled out in Article 2, Section 2, will receive twenty-five cents (25¢) per hour less during their probationary period.

ARTICLE 30 - TERM OF AGREEMENT

This Agreement shall be in full force and effect from September 1, 2025, August 31, 2029, and it shall automatically continue in full force and effect for yearly periods thereafter, unless notice is given in writing by Registered Mail by either party to the other party not less than 30 days and not more than 60 days prior to August 31, 2029, or any yearly anniversary date thereafter, indicating its desire to modify, amend or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on the date first aforementioned.

CHARTWELLS DINING SERVICES

Signed by:
Shannon Mariani
A3DEC5091CBA4E9...

10/16/2025
DATE

COMMUNICATION WORKERS OF AMERICA, AFL-CIO

Signed by:
Gloria Jeffery
CD5B868655A24CA...

10/13/2025
DATE

LETTER OF UNDERSTANDING

This will confirm that for the duration of the Collective Agreement, although not forming part thereof, the following understanding was reached by the parties:

In the event of a lay-off, the Employer will not use Management staff to perform the work of those bargaining unit employees laid off except in the case of emergencies.

Furthermore, the Employer agrees that it will not hire new student employees while bargaining unit members are laid off without giving the employee on lay-off the first right of refusal. Provided the laid off employee has given the Employer a phone number where he/she can be reached.

CHARTWELLS DINING SERVICES

Signed by:

Shannon Mariani

A3DEC5091CBA4E9...

10/16/2025

DATE

COMMUNICATION WORKERS OF AMERICA, AFL-CIO

Signed by:

Gloria Jeffery

CD5B868655A24CA...

10/13/2025

DATE

LETTER OF UNDERSTANDING

The Employer agrees to consider employees who have successfully completed their probationary period for full-time openings, when they occur, in accordance with Article 6 of the Labor Agreement.

CHARTWELLS DINING SERVICES

Signed by:

Shannon Mariani

A3DEC5091CBA4E9...

10/16/2025

DATE

COMMUNICATION WORKERS OF AMERICA, AFL-CIO

Signed by:

Gloria Jeffery

CD5B868655A24CA...

10/13/2025

DATE

October 7/2025

**Letter of Understanding
Between
Communications Workers of America Local 6186 (the "Union")
And
Chartwells/Compass Group USA, Inc. (the "Employer")
RE: Temporary worker program**

This Letter of Understanding is in addition to the Collective Agreement reached between the parties.

The Company places great importance on the satisfaction and job security of its employees.

During negotiations the Union raised the concern that some Temporary Employees were making more per hour than senior employees.

To resolve this issue the company will commit that they will not hire temporary workers that will make more in hourly wages than a seniority employee in the respective CBA classification. For example, a Temporary FSW will not make more per hour than a seniority FSW.

Signed by:
Shannon Mariani
A3DEC5091CBA4E9...
Sector
Date 10/16/2025

Signed by:
Gloria Jeffery
CD5B88865A24CA...
Union
10/13/2025