COLLECTIVE BARGAINING AGREEMENT BETWEEN

CHARTWELLS SCHOOL DINING SERVICES

A Division of Compass Group USA, Inc. at

MONROE SCHOOL DISTRICT #103

PUBLIC SCHOOL EMPLOYEES OF MONROE CNS #1129

MARCH 1, 2022 - JUNE 30, 2024
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ARTICLE I

RECOGNITION CLAUSE

The Employer recognizes the Union as the exclusive representative for collective negotiations for all full-time, regular, part-time, and on call employees in the classification of kitchen managers (not deemed supervisors within the meaning of the NLRA), leads and food service workers employed by the Employer and working at schools in the Monroe School District #103 in Monroe Washington.

ARTICLE II

MANAGEMENT RIGHTS

Section 2.1. 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 2.2. 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).

ARTICLE III

DIGNITY AND RESPECT

The Company and Union agree that each employee and supervisory representative of the Company 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. Neither the Employer, nor the Union, shall discriminate against any employee subject to this Agreement on the basis of race, creed, color, gender, sexual orientation, gender identification, Veteran’s status, religion, age or marital status or because of physical handicap.

ARTICLE IV

BARGAINING UNIT WORK

Section 4.1.
Management employees of Chartwells and/or the Monroe School District employees will not normally perform bargaining unit work except in cases of emergency, for training purposes, in the case of a specific client request, or where there are no bargaining unit employees available to perform the work.

Section 4.2.
Student help may not be used to reduce or eliminate current hours of Chartwells employees. It is further understood that the Monroe School District students may be utilized during lunch periods and be present for training as has occurred in the past, as long as the work does not violate state law regarding “Child Labor”. Student workers may not be utilized on days or times when Monroe School District is not in session, unless opportunities have been posted to give bargaining unit employees the right to the work.

ARTICLE V

UNION SECURITY AND DUES CHECKOFF

Section 5.1.
In the manner and to the extent permitted by law, each employee shall become and remain a member in good standing of the Union, as a condition of employment, within thirty (30) calendar days after the effective date of this Agreement or by the thirtieth (30th) day of their employment, whichever is later.

Section 5.2.
Upon receipt of a signed authorization card the Employer shall deduct such dues, initiation fees, and/or assessments as the Union may indicate. These deductions shall be made bi-weekly. This money shall be sent by the thirtieth (30th) day of the following month to the Union with a list showing all employees, the amount deducted for each, and which employees did not pay.

Section 5.3.
The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability of action taken or omitted by the Employer in reliance upon authorization cards for the deduction of Union dues and initiation fees.
Section 5.4.
Upon written notice by the Union, the Employer shall discharge any employee who fails to tender initiation fees, dues and assessments uniformly required to become or remain members in good standing in the Union, after all parties have complied with the requirements of the National Labor Relations Act.

Section 5.5.
The Employer agrees to deduct authorized political contributions from the wages of each employee who signs an authorization card, provided that the Union shall be responsible for any reauthorization of authorized political contributions as required by law.

Section 5.6.
The Employer agrees to forward such contributions to the office of the Union by the twenty-fifth (25th) of each month.

Section 5.7.
The Union agrees to file for the employee a political deduction authorization card, signed by the employee, with the Employer prior to such deductions.

Section 5.8.
The Employer will not discourage participation in any Union political committee.

ARTICLE VI
UNION REPRESENTATION

Section 6.1.
The Union, through its representatives, shall have access and the right to visit working areas facilities in the unit where employees covered by this Agreement are assigned during working hours. However, the Union agrees that it shall not interfere with any working operations and shall contact the Dining Director or his/her designee upon arrival. The Union agrees to make reasonable efforts to schedule visits in advance.

Section 6.2.
The Employer shall permit the Union the reasonable use of bulletin boards for the purpose of posting information. Copies shall be provided to the Site Director in advance of posting and shall not contain inflammatory or defamatory text toward the Employer or the Employer’s client.

Section 6.3.
Union Officers (stewards) will gain express permission from Food Service Director to leave work area for Union business.
ARTICLE VII

HOURS OF WORK AND WORKING CONDITIONS

Section 7.1.
A regular workweek for all hourly employees shall consist of not more than eight (8) consecutive hours in one (1) day. Overtime pay, at the rate of one and one-half times (1 ½) the regular rate of pay, will be paid for all hours over forty (40) in one (1) week.

Section 7.2.
If an employee reports for work as scheduled and has not been told not to report and is sent home due to inclement weather or closing of the school in the event of an emergency, the employee will be paid for all hours worked but not less than three (3) hours, whether or not work is available.

Section 7.3.
The Employer shall establish work shifts with designated time of beginning and ending. Each shift shall include adequate time to perform assigned duties. Shifts of seven (7) hours or longer will include two (2) paid rest periods of ten (10) minutes, one (1) for each one half (1/2) workday. Shifts in excess of five (5) hours per day shall include, a non-paid uninterrupted meal period of not less than thirty (30) minutes, to be as near to the middle of the shift as possible. Paid rest period shall be taken as near to the middle of each one half workday as possible. One (1) paid rest period shall be provided to each employee working four (4) or more hours.

Section 7.4.
All employees will be provided with a meal at no cost to the employee. The Employer shall furnish wholesome, palatable and balanced meals to all employees as specified in this Article.

Section 7.5.
The Employer shall provide a safe and healthy workplace in compliance with the law and standards relating to the occupational safety and health of its employees. It is the employee’s responsibility to follow all established procedures and standards. Employer will notify and train the employees in this area in accordance with OSHA and WSHA standards.

Section 7.6.
The parties agree to facilitate light duty assignments where practicable for employees who are eligible for workers’ compensation, when such placements are feasible. The Employer shall not be required to create a position or to continue a position if it is no longer needed. On a case-by-case basis, solely at management’s discretion, the Employer shall have the option of extending the same opportunities to employees who have sustained non-work related injuries that would still allow them to perform some duties.
ARTICLE VIII

LEAVES OF ABSENCE

Section 8.1. Bereavement Leave.
In the case of the death during the school year 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 three (3) consecutive working days except where travel distances exceed five hundred (500) miles from place of employment, in which case the employee shall be granted up to two (2) additional days off, with pay, for travel or to attend to other funeral related matters. Employer may request reasonable verification.

Section 8.2.
When a member of the bargaining unit is summoned for jury duty, 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 ten (10) work days in any calendar year. Employees will be granted excused absence as required by law for the purpose of fulfilling required legal appearances as a witness in a legal proceeding. Employees are required to provide reasonable advance notice of any need for such absences and are expected to return to work each day or portion of the day that they are not selected for jury duty or called as a witness.

Employees serving on jury duty must follow all call out procedures and remain in regular communication with their Manager about their anticipated return to work. Failure to follow call out procedures and remain in regular communication with their Manager about their anticipated return to work could result in disciplinary action, up to and including termination. Employees may elect to use any accrued personal or sick days to provide witness testimony for non-work related matters. In order to be eligible for benefits under this Article the Company requires that the Employee provide his/her Manager with documentation establishing his/her required jury service or witness testimony. No employee will be retaliated against for fulfilling his or her obligations of jury duty or witness testimony.

Section 8.3. Unpaid Leave of Absence
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 30 calendar days. Upon written notice to the employer, an employee may request an additional thirty (30) days of leave up to a maximum of ninety (90) calendar days. An employee must submit a written request at least thirty (30) calendar days in advance however; the Employer will consider exceptions for unforeseen circumstances.

The application shall specify the reason and the requested length of time for leave. The leave may be extended by mutual agreement of the parties in writing in advance of the conclusion of the original leave. The employee shall give a minimum of fifteen (15) calendar day notice of such request. All leaves must be approved by the Employer.
Section 8.4.
Employees returning from approved leave of absence of ninety (90) calendar days of less under Section 8.3, will be placed in their previous position, if the job is still on the schedule. If not, they will be placed in an acceptable or comparable position.

Section 8.5.
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 8.6.
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.

ARTICLE IX

SICK LEAVE

Section 9.1. Sick Leave.
Sick days will be granted at the beginning of each school year. Employees will accrue at one half (½) day per month not to exceed five (5) days, or at the rate of one (1) hour for every forty (40) hours worked whichever is greater. Up to forty (40) hours of accrued, unused PSST (Paid Sick and Safe Time) will carry over from Plan Year to Plan Year.

Section 9.1.1. Sick Leave Uses.
Employees may use sick and safe days for personal illness or to care for an ill family member in accordance with Washington state law. Employees may use sick time in no less than one (1) minute increments. Sick leave is a form of income protection for legitimate illness of the employee. Abuse of the sick leave benefit will result in disciplinary action.

Section 9.1.2. Unused Sick Leave.
Unused sick time over forty (40) hours will be paid to employees at the end of each school year. Employees who leave employment prior to the end of the school year who utilized unearned sick leave will have it subtracted from their final paycheck.

Section 9.2. Sick Leave Documentation for Return to Work.
An employee who is absent more than three (3) consecutive workdays may be required to provide documentation of an illness or injury from a medical professional. (RCW 49.46.210). A medical release may be required prior to the employee returning to work.
Section 9.3. Family and Medical Leave Act (FMLA).
The Employer agrees to implement the Family and Medical Leave Act (FMLA) for eligible employees. Leave provided under FMLA shall be coordinated with any other approved leave of absence.

Section 9.4. WA Paid Family and Medical Leave (PFMLA).
Employees shall be eligible to receive WA Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of eight hundred twenty (820) hours within the past calendar year. Such leave shall be used consecutively with the employee’s other leave entitlements unless the employee elects otherwise, or unless the law prohibits otherwise. The Employer shall maintain health insurance benefits during periods of approved PFML. The Employee will be responsible for their portion of the health insurance premium during this period of absence.

ARTICLE X

HOLIDAYS

Section 10.1. All members of the bargaining unit shall be entitled to eight (8) paid floating holidays each school year, which shall be used only on non-serving days. Available days for new hires will be prorated per the chart below. Employees shall notify Director of Dining Services of floating holiday use as soon as practicable, but at least one (1) day in advance.

<table>
<thead>
<tr>
<th>Start Month</th>
<th>Floating Holidays Available</th>
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<tbody>
<tr>
<td>September</td>
<td>8</td>
</tr>
<tr>
<td>October</td>
<td>7</td>
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<tr>
<td>November</td>
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<td>0</td>
</tr>
<tr>
<td>June</td>
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</table>

Section 10.2. Personal Time Off. All members of the bargaining unit shall be entitled to three (3) paid days of Personal Time Off (PTO) to be used at the employee’s discretion. Available days for new hires will be prorated per the chart below. Employees shall submit a request for time off to the Director of Dining Services of PTO use as soon as practicable, but at least seven (7) day in advance.
Section 10.3.
Employees shall be eligible for Floating Holiday(s) and PTO pay upon completion of their probationary period. Days available will be determined by their start month using the tables on sections 10.1 and 10.2. Floating Holiday and PTO pay shall be paid out at the individual employee’s scheduled daily hours for the pay period in which the Floating Holiday(s) or PTO is taken. Floating Holiday(s) and PTO shall not be carried over to the following school year. All unused Floating Holiday(s) and PTO days not used in an academic year shall be paid out in June at the end of the academic year. An Employee who quits or is terminated will be entitled to fifty percent (50%) of any unused PTO day(s) remaining.

Section 10.3.1 School Closures
Floating Holiday(s) and PTO may be used without prior notification as compensation for lost wages due to school closures. Notification of usage must be delivered to the Director of Dining Services within one (1) workday upon school reopening. Payment will be received on the paycheck corresponding to the date of entry and not the date of usage.

Section 10.4 Faith and Conscience Observations
With advanced notification of section 10.2 (at least seven (7) days), if an employee prefers to take up to two (2) days of unpaid leave on specific days for reasons of faith or conscience, or an organized activity conducted under the auspices of a religious denomination, church, or religious organization, the employer must grant permission, unless the employees’ absence would impose an undue hardship on the employer (RCW 43.41.109) or the employee is necessary to maintain public safety. These days do not need to be non-serving days.

ARTICLE XI

INSURANCE AND RETIREMENT BENEFITS

Section 11.1.
All regular full-time employees, defined as those who work twenty eight (28) hours per week or more, shall be eligible to participate in the Employer’s health, dental, vision and life insurance programs.
described below effective the first of the month following sixty (60) days of employment after a thirty (30) day orientation. Continued eligibility will require an employee to average twenty eight (28) paid hours per week during all weeks paid beginning with the first full pay period of October prior to each new plan year.

Section 11.2.
Eligible employees will be subsidized at the following rates:

<table>
<thead>
<tr>
<th>Vision Programs</th>
<th>Exam Plus Plan</th>
<th>100% Employee Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Comprehensive Plan</td>
<td></td>
<td>100% Employee Paid</td>
</tr>
<tr>
<td>Dental Insurance</td>
<td>Basic</td>
<td>80% Company/ 20% Employee Paid</td>
</tr>
<tr>
<td>Comprehensive PPO w/ Ortho</td>
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<td>60% Company/ 40% Employee Paid</td>
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</table>

<table>
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<tr>
<th>Medical Insurance</th>
<th>Gold Plans- Carrier</th>
<th>60% Company/ 40% Employee Paid</th>
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<td></td>
<td>Silver Plans- Carrier</td>
<td>80% Company/ 20% Employee Paid</td>
</tr>
<tr>
<td></td>
<td>Bronze Plans- Carrier</td>
<td>80% Company/ 20% Employee Paid</td>
</tr>
</tbody>
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Section 11.3.
Eligible employees will be entitled to participate in the Compass 401(k) Retirement and Savings plan according to plan design.

Section 11.4.
Employer will notify the Union of health benefits and changes therewithin on an annual basis.

Section 11.5.
The following are the applicable surcharges for the Benefit Plan:

- Tobacco Surcharge: There is an additional charge (surcharge) for associates that use tobacco products and enroll in a Compass Group medical plan.
- Spousal Surcharge: If an associate covers their spouse under a Compass Group medical plan and he or she works for an employer who offers medical coverage, they will pay an additional amount for medical coverage.

ARTICLE XII

SENIORITY

Section 12.1.
Except as set forth in a separate provision, seniority shall be defined as length of continuous service from employee’s most recent hire date.

Section 12.2.
Seniority shall govern with respect to layoff and recall subject to the Employer’s establishment of
designated work schedules. Qualified employees with the greatest seniority shall have preferential rights regarding shift selection, promotions, assignment to new or open jobs, and layoffs. Qualified employees with the greatest seniority shall have preferential rights regarding overtime provided all qualified employees in the kitchen for which overtime is needed have worked forty (40) hours in that workweek. For the purposes of this section only, the workweek shall be defined as Friday through Thursday.

**Section 12.3.**
In the event that two (2) or more employees are hired on the same day, the higher seniority shall go to the employee with the higher last four (4) digits of his/her Social Security number.

**Section 12.4.**
Seniority shall be deemed broken for the following reasons:

1. A voluntary quit;
2. A discharge for cause,
3. Failure to return to work in accordance with the terms of an approved leave of absence;
4. A layoff for a period of twelve (12) months;
5. Failure to return to work within five (5) days of notice sent to the last address on file by registered mail; except during summer vacation and Christmas break where the time parameter shall be fifteen (15) days.
6. Absence for two (2) or more consecutive work days without notifying the Employer; or
7. Illness or injury absence equal to the employee’s length of service when the leave began or six (6) months, whichever is less.

**Section 12.5. Probation.**
The first forty five (45) work days of employment for all new employees shall be considered a probationary period for purposes of this Agreement. During this probationary period, the Employer may discharge such employee at its discretion.

**Section 12.5.1.**
Upon award of a new position to an employee, such employee shall be subject to twenty (20) days of work as a trial period. During this period, the Employer or employee may determine the position is unsuitable and in such instance, the employee shall have return rights to the previous shift and position held prior to the award.

**Section 12.6.**
The Employer will post the availability of new or open positions for a period of five (5) working days at each school, with a copy to the Union after the Employer determines to staff the position. It is agreed that management may, between the time of vacancy and the proper permanent appointment, fill the position with a temporary employee without regard to seniority. Such temporary employee will, however, be paid the appropriate wage of the higher classification.

**Section 12.6.1. Filling of Positions.**
Position openings will be filled by the employer based on the seniority, ability, qualifications, skills, experience, and other relevant factors of the applicants for the position.
Section 12.7.  
In the event of a reduction in force, the least senior person in the affected job category 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 presently qualified to perform the work. The displaced employee without seniority to bump shall be laid off.

Section 12.8.  
Employees shall be recalled to their former position in inverse order as business needs dictate.

Section 12.9.  
Notice of recall shall be sent by Fed-Ex/UPS to the employee’s last known address on file with the company. It is the employee’s responsibility to maintain up-to-date address information on file with the Company.

Section 12.10.  
Notwithstanding the above, at the beginning of each school year, employees shall be assigned to the location held at the end of the previous school year provided that a position at the location continues to exist, employee is presently qualified, and the employee has not successfully bid into a new location.

Section 12.11.  
If a reduction in an employee’s regularly assigned hours of work results in reduced paid time of two (2) hours and one half (½) or more per week, or if the reduction results in a change in the employee’s eligibility for benefits package, such affected employee shall be given the opportunity to bump to a lateral or lesser paid position that the senior employee is qualified to perform. The Employer shall have the authority to direct a bump between positions that are similar in wages, hours, and working conditions after consulting with the Union.

Section 12.12.  
At the start of each school year, the Employer shall post the full unit seniority list in each facility and provide the list to the union. The posting shall remain posted through September 30. Any challenges to the seniority dates on the list must be made by September 30.

ARTICLE XIII  
DISCIPLINE AND DISCHARGE/JUST CAUSE

Section 13.1.  
No non-probationary employee shall be discharged, suspended, or otherwise disciplined without just cause.

Section 13.2.  
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 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 13.3.**
Disciplinary or corrective counseling notices may not be considered as a step in progressive discipline if they were written more than twelve (12) months (three hundred sixty five [365] days) prior to the date of a new disciplinary or corrective counseling action. Such documents more than twelve (12) months old may only be used as evidence that an employee was aware of a rule or policy, 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 Union.

**Section 13.4.**
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’s Field Representative or designee shall be given notice of such suspension within five (5) work days. The final disposition of the matter shall be made within seven (7) work days (Saturday and Sunday excluded), and notice of disposition shall be sent to the Union. Notices shall to be sent by registered mail, dated fax, e-mail, FedEx or UPS delivery service.

**Section 13.5.**
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

All discipline will be given within seven (7) working days of the event which triggered the discipline or within seven (7) working days of when the supervisor or the manager would have reasonably known of the event which triggered the discipline. The Company may request additional time in order to continue its investigation from the Union. The Union will not arbitrarily deny such request.

**Section 13.6.**
Attendance issues shall be considered on a separate disciplinary track from other issues.

**Section 13.7. Evaluations.**
Employees shall be formally evaluated no later than two (2) calendar weeks before the last day of the employees work year annually. Employees may submit, in writing a request for a mid-year informal evaluation, not to replace the formal evaluation. All evaluations shall be discussed with the employee. A copy of the evaluation shall be given to the employee and the original placed in the employee’s personnel file. Any employee for which no evaluation is completed before the end of the student school year shall be scored as "competent", shall have the right to file a written appeal to the District General Manager within seven (7) days of the receipt of the evaluation. The District General Manager shall
meet with the employee and union representative, and his or her decision in writing issued within thirty (30) days, shall be final and may not be appealed. All appeals and decisions shall be attached to the original and placed in the employee’s personnel file. The Union shall receive a copy of all evaluations upon request.

Section 13.7.1. Plan of Improvement.
In the event that an employee receives an evaluation of an overall score of two (2) or less, the Dining Services Director shall consult with the employee and develop a written plan of improvement. The improvement plan will provide the employee with the opportunity to improve their performance in the deficient area(s). Once the plan is written and presented, the employee will work to meet the timelines and requirements of the plan. The Dining Services Director will meet with the employee no less than thirty (30) days after the implementation of the plan and re-evaluate the employee’s performance.

ARTICLE XIV
GRIEVANCE PROCEDURE

Section 14.1.
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. The parties agree that grievances must be processed and resolved as rapidly as possible. The time limitations may be extended on a case-by-case basis by mutual agreement. Such extensions shall be in writing. 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.

“Workdays” for the purpose of this section shall be defined as days that there is meal service.
Grievances involving suspensions or terminations will proceed in accordance with Step Two.

Section 14.2.
Step 1:
Employees shall first discuss the grievance with the Chartwells Food Service Director within fifteen (15) workdays of its occurrence or when the grievant would have reasonably known of the violation. The employee may choose a Union representative or bargaining unit employee to accompany them. If the grievance is not resolved to the employee’s satisfaction, the grievance may be advanced to Step 2.

Step 2:
If the grievance is not resolved after Step 1, then within fifteen (15) workdays of the answer, the grievance shall be reduced to writing and provided to the District General Manager.
Grievances for wage of benefits shall be limited, in time, to a maximum of thirty (30) days prior
to the filing of the grievance. The written grievance should include the nature of the grievance, the specific provision(s) of this Agreement alleged to have been violated and remedy sought. Within fifteen workdays of the grievance being filed in writing, a meeting shall occur between the District General Manager, the Union Officer and the grievant in an effort to resolve the grievance. The District General Manager shall provide a written response within fifteen (15) workdays of the meeting.

**Step 3:**
If the grievance is not settled at Step 2, the Union may appeal within fifteen (15) workdays from the date of the District General Manager’s response, and the Union Representative together with the Regional Vice President and/or the Labor Relations Manager shall have fifteen (15) workdays to settle the dispute unless the grievance is withdrawn.

**Section 14.3. Arbitration.**
A dispute which is unresolved in the grievance process may be referred by either party to arbitration within ten (10) workdays of failure to resolve the dispute in Step 3. An arbitrator will be selected from a list of arbitrators submitted by the Federal Mediation and Conciliation Service. Should no agreement be reached on an arbitrator from the list, the respective parties shall take turns striking a name off the list until only one (1) name remains. 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.

**ARTICLE XV**

**COMPENSATION**

**Section 15.1.**
Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked. Each employee shall receive a full accounting and itemization of authorized deductions, hours worked, and rates paid with each paycheck. Each employee shall be paid once every two (2) weeks through direct deposit or payroll check.

**Section 15.1.1.**
Employees shall receive a detailed updated analysis of leave utilization and accumulation monthly.

**Section 15.1.1.2. Paycheck.**
At the yearly opening meeting, the employer shall provide a detailed explanation of how to read the paycheck stub/information.

**Section 15.2.**
Wages for employees subjected to this Agreement, during the term of this Agreement, are contained in Schedule A attached hereto and by this reference incorporated herein. The printed numbers in
Schedule A represent the starting minimum rate for each classification. Each employee may have an individual premium rate reflective of previous wage increases earned and accumulated.

**Section 15.2.1.**  
The parties may review the evaluation instrument during the Labor Management meetings held in June and December each year.

**Section 15.3. Travel.**  
Employees shall be reimbursed for approved business mileage at the published IRS rate for travel between worksites via private vehicle or while on company business. The employer shall provide the appropriate form and/or computer access to record the mileage.

**Section 15.3.1.**  
If an employee is assigned to two (2) or more buildings, travel time from one building to another shall be included in time worked for purposes of calculating overtime, sick leave, vacations, and other benefits of this Agreement. Mileage will be paid if the employee deviates from their normal travel route to their normal assigned reporting point (building).

**Section 15.4. Working Special Functions.**  
The special function pay rate for all workers will be equivalent to the rate of the classification of a “KL1” or an employee’s regular rate of pay whichever is greater. This rate shall be increased by any general wage increase during the life of this agreement. Summer Foods is considered special function work.

**Section 15.5. Working Higher Classifications Temporarily.**  
Employees will be paid for all scheduled and assigned work at no less than their appropriate normal classification rate of pay. FSW2 and above assigned to perform work in a higher paid classification for four (4) hours or more during any one shift shall be paid the higher classification minimum rate for all hours worked during that shift.

Any employee hired as a KL1 is considered the back up or assistant to the lead in a kitchen and learning the skills to warrant being paid at a KL1 rate.

After three (3) or more shifts/days, KL1 through KL3 assigned to perform work in the higher paid classification shall be paid the higher classification minimum rate for all hours worked from day four (4) through the duration of the temporary assignment.

**Section 15.6. Promotion to a Higher Classification.**  
Employees promoted to a higher classification shall be given the higher classification’s starting rate of pay, plus maintain any individual premium rate (difference in pay between their previous starting rate and the employee’s previous rate).

**Section 15.7.**  
In the event there is a major community crisis (pandemic, tsunami, earthquake, etc.) which requires the District or multiple school buildings to close but continues child nutrition services, the Employer and Union will meet and confer on possible compensation options.
ARTICLE XVI

TERM AND SEPARABILITY

Section 16.1.
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 16.2.
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.

Section 16.3.
This Agreement shall be in full force and effect from March 1, 2022 and shall be in effect up to and including June 30, 2024.

Section 16.4.
If the Agreement terminates in accordance with Section 16.3 of this Article before the parties reach agreement on the terms of a successor collective bargaining agreement, there shall be a “cooling-off period” during which neither party may engage in strikes, lockout, picketing, unilateral changes in the Agreement, or other economic weapons. This Agreement shall be extended for the duration of the cooling-off period. During the cooling-off period, the Employer and the Union will make every reasonable effort to negotiate and agree upon a successor collective bargaining agreement. The cooling-off period shall be for a minimum of sixty (60) days, unless extended by mutual agreement of the parties. Economic improvements contained in a successor agreement that become effective upon the effective date of the successor agreement shall be retroactive to June 30, 2024, so that the employees do not suffer economic loss due to the cooling-off period, unless the parties otherwise mutually agree.

ARTICLE XVII

NO STRIKE OUT - NO LOCK OUT

Section 17.1.
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 Employer 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 17.2.
Employees who engage in any activity in violation of this Article shall subject themselves to discipline up to and including termination.
Section 17.3.
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 XVIII

UNIFORMS

Section 18.1.
Prior to September 1 of each school year, the Employer will provide at no cost to each employee two (2) chef coats, two (2) aprons, and a nametag.

Section 18.2.
The Employer will provide to each kitchen sufficient food preparation aprons and all safety equipment to perform the job duties, including cut gloves and heat protection mitten, and the same shall be at no cost to the employees.

Section 18.3.
In any one calendar year (every 12 months) from the date of purchase, Employer will provide a fifty-five ($55) annual (slip resistant) shoe allowance which may be applied through Employer’s account with Shoes for Crews, or employees may make their own purchase and must submit a receipt for reimbursement within thirty (30) calendar days of the purchase.

ARTICLE XIX

SUCCESSORS AND ASSIGNS

The Employer will promptly notify the Union of the Employers departure from Monroe School District Food Service.

ARTICLE XX

SPECIAL FUNCTIONS

Section 20.1.
The Employer shall establish a pool of employees at each production kitchen and district wide for special assignments. A Special Function is defined as: any function separate and apart from normal food service in terms of assignment of work (e.g.: catering). Postings and sign-up sheets will be
published. The Employer will select employee for special function work based on the most senior qualified employee not on overtime.

**Section 20.2.**
Those employees will be offered assignments to work special functions, based first on seniority, in the classification. If no pool employee chooses to work, employees will then be assigned in reverse seniority order.

**Section 20.3. Summer Foods Program Scheduling.**
No later than April 1, the Dining Service Director will post the positions for summer food service to be filled on a weekly basis. They will be awarded based on seniority. Any unfilled weeks will be assigned in reverse order of seniority, assigning one week to each associate in ascending order until all weeks are filled. Employees will be required to work their assigned shifts. Refusal to work summer program will affect unemployment benefits and may lead to disciplinary action. All positions for Summer Foods will be paid at the KL1 rate or the individual’s current rate, whichever is the greater.

**ARTICLE XXI**

**SUBSTITUTES**

**Section 21.1.**
The Employer recognizes substitute employees as part of the bargaining unit as recognized by the National Labor Relations Board. The Union and Employer agree that this is the only Article that applies to substitute employees.

**Section 21.2.**
Substitute employees will remain on a separate seniority list. Employees shall be listed in order based on number of days worked.

**Section 21.3.**
Employer will call in qualified substitutes to work by seniority, taking into account their location, hour, and day limitations listed on a form provided by the Employer.

**Section 21.4.**
New and open positions will be sent to substitutes for five (5) days. Qualified substitutes will be given priority for open positions over new applicants. Should a substitute employee be awarded a new position, Section 12.6 of this Agreement applies.

**Section 21.5.**
Substitutes will be entitled to applicable base wages for the classification assigned.

**Section 21.6.**
Substitutes who are called into work and who choose not work will be given progressive discipline beginning with a written warning on the fourth refusal in any school year. A substitute who chooses not to work a fifth (5th) time will be placed at the bottom of seniority list for future Employer requests to work (bona fide reasons for failure to work upon request: e.g. doctor’s appointment, funeral, etc. will
not count against the five (5) declinations to work). A copy of the warnings(s) will be sent to the Union.

ARTICLE XXII

SAFETY

Section 22.1.
The Employer shall provide a safe and healthy workplace in compliance with law and standards relating to the occupational safety and health of its employees. It is the employee’s responsibility to follow all established procedures and standards. The Employer will notify and train employees in accordance with current legal standards.

Section 22.2.
The Employer shall establish a safety committee with one (1) bargaining unit member from each work location. During the school year, the Employer will schedule at least quarterly post-shift meetings scheduled in advance by Employer. Each employee shall be paid regular time pay for such meetings.

Section 22.3.
Employees are expected to report any safety issues to their immediate supervisor and to the Food Service Director.
SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

MONROE CNS CHAPTER#1129

BY: Jodi Jaap, Chapter President

DATE: 03-11-2022

COMPASS/CHARTWELLS

BY: John Maupin
Chartwells Compass District Manager

DATE: 3-14-2022
SCHEDULE A
MONROE CNS CHAPTER #1129
January 1, 2022 - June 30, 2023

<table>
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<th>9/1/22</th>
<th>9/1/23</th>
</tr>
</thead>
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<tr>
<td>FSW1 (Substitute)</td>
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<td>$15.50</td>
<td>$16.00</td>
</tr>
<tr>
<td>FSW2</td>
<td>$14.99</td>
<td>$16.00</td>
<td>$16.50</td>
</tr>
<tr>
<td>Kitchen Lead 1</td>
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<td>$17.50</td>
<td>$18.00</td>
</tr>
<tr>
<td>Kitchen Lead 2</td>
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<tr>
<td>Kitchen Lead 4</td>
<td>$19.34</td>
<td>$20.00</td>
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</tr>
</tbody>
</table>

Notes:

1. Kitchen Lead = KL
2. KL3 rate is applicable for Middle Schools and/or any Elementary schools with combined Annual Average Daily Participation of 500+ for breakfast and lunch service.
3. Any amount of increase to the wage scale shall be applied to all current employees’ current wage rates.
4. Retention Bonus: 9/1/2023 1% additional increase on 2022 current wages for anyone employed as of 3/1/2022.
5. If the Washington State minimum wage increases by more than the FSW1 (Substitute) wage, all Position's wages will be increased by the difference of the FSW1 (Substitute) wage and the minimum wage on January 1 of the current year.
6. All language regarding Merit increases has been removed and Evaluation language is now in Section 13.7
MEMORANDUM OF UNDERSTANDING

THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948 MONROE CNS CHAPTER #1129 AND CHARTWELLS K-12, (A DIVISION OF COMPASS GROUP-NAD) AT MONROE SCHOOL DISTRICT. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVI OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

Chartwells Compass USA at Monroe School District and PSE/SEIU1948 (Union) are parties to a Collective Bargaining Agreement (CBA), which states that if the Washington State minimum wage increases by more than the FSW1 (Substitute) wage, all position’s wages will be increased by the difference of the FSW1 (Substitute) wage and the minimum wage on January 1 of the current year.

The published January 1, 2023, new minimum wage shall be $15.74. The difference between the new minimum wage rate and FSW1 wage for 9/2022 is $0.24 and is reflected on the table below.

Wages for September 2023 shall be adjusted to reflect the $0.50 increase to all the positions to keep all wages from falling behind the minimum wage increase.

The Schedule A table shall be as below:

<table>
<thead>
<tr>
<th>Position</th>
<th>1/1/2023</th>
<th>9/1/2023</th>
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<tbody>
<tr>
<td>FSW1 (Substitute)</td>
<td>$15.74</td>
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<tr>
<td>FSW2</td>
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PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948

MONROE CNS CHAPTER #1129

MONROE SCHOOL DISTRICT #103

CHARTWELLS COMPASS

BY: Jodi Jaap
Monroe CNS Chapter President

DATE: 12/28/2022

BY: John Maupin
Chartwells Compass District Manager

DATE: 12/27/2022
MEMORANDUM OF UNDERSTANDING

THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948 MONROE CNS CHAPTER #1129 AND CHARTWELLS K-12, (A DIVISION OF COMPASS GROUP-NAD) AT MONROE SCHOOL DISTRICT. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVI OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

Chartwells Compass USA at Monroe School District and PSE/SEIU1948 (Union) are parties to a Collective Bargaining Agreement (CBA), which states that if the Washington State minimum wage increases by more than the FSW1(Substitute) wage, all position’s wages will be increased by the difference of the FSW1(Substitute) wage and the minimum wage on January 1 of the current year.

The published January 1, 2024, new minimum wage shall be $16.28. The difference between the new minimum wage rate and FSW1 wage for 9/2023 is $0.04 and is reflected on the table below.

The Schedule A table shall be as below:

<table>
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<th>Position</th>
<th>9/1/2023</th>
<th>1/1/2024</th>
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</thead>
<tbody>
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<td>FSW1 (Substitute)</td>
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<td>$16.28</td>
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<tr>
<td>FSW2</td>
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</tr>
<tr>
<td>KL4</td>
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<td>$20.78</td>
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</tbody>
</table>

PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948
MONROE CNS CHAPTER #1129

BY: [Signature]  
Jodi Haap  
Monroe CNS Chapter President

DATE: 1-3-2024

MONROE SCHOOL DISTRICT #103
CHARTWELLS COMPASS

BY: [Signature]  
John Maupin  
Chartwells Compass District Manager

DATE: 1/2/2024

MOU (Minimum Wage Adjustments)  
Monroe CNS Chapter #1129 and  
Chartwells Compass