

# **COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**COMPASS GROUP USA through its CHARTWELLS DIVISION  
at  
Western Washington University**



**and**

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 925**



**EFFECTIVE: September 1, 2024**

**EXPIRATION: AUGUST 31, 2026**

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## Preamble

This Agreement is made and entered into on September 1, 2024 between The COMPASS GROUP USA through its CHARTWELLS DIVISION (herein Company or Employer) and the Service Employees International Union, Local 925 (herein SEIU925 or Union) at Western Washington University (herein WWU).

## Article 1 - Purpose of Agreement

It is the general purpose of this Agreement to establish and promote harmonious relations between the Employer and the Union, a procedure for the resolution of differences, and rates of pay and other terms and conditions of employment. The parties recognize the importance of safe, efficient, and quality services to our Western Washington University community and commit to advocate, collaborate, and maintain the highest standards in providing uninterrupted services at WWU.

## Article 2 - Recognition Clause

**Section 2.1 General Recognition:** The Employer agrees to recognize the Union as the exclusive collective bargaining agent for all full-time, casual, and regular part-time food service employees as well as nontraditional students as defined by the College employed by the Company at Western Washington University; excluding all student employees, student interns, and office clericals, confidential employees, and guards and supervisors as defined in the National Labor Relations Act.

**Section 2.2 Washington State Employee Free Choice Act:** The Employer will comply with the provisions of RCW 49.44.250, also known as the Washington State Employees Free Choice Act 2024, so long as RCW 49.44.250 remains in effect and enforceable.

**Section 2.3 New Classifications:** The Company has the right to establish new job classifications. The Company shall give the Union seven (7) work days' notice of its intent to implement a new classification and the rate of pay for the new classification. Upon request, the Company will provide the Union with the opportunity to discuss the proposed pay rate prior to implementation.

The Employer will provide any newly created job descriptions and proposed wage or salary rate to the Union for consideration. The Union shall be provided the opportunity to negotiate over the terms and conditions of employment for any newly created classification prior to the posting and filling of the position(s). Should the Employer intend the newly created hourly classification(s) not be in the bargaining unit, the Union shall be provided the opportunity to evaluate the appropriateness of such exclusion prior to the position being

filled by the Employer. Should the Employer intend the newly created classification not be in the bargaining unit, the Union shall be provided the opportunity to evaluate the appropriateness of such exclusion prior to the position being filled by the Employer. No excluded position shall have job duties or work function that includes bargaining unit work function(s).

## **Article 3 – Union Security**

**Section 3.1 Membership:** In the manner and to the extent permitted by law, membership in the Union shall be required as a condition of employment of each employee not later than the thirtieth (30<sup>th</sup>) calendar day of employment or the thirtieth (30<sup>th</sup>) day following the execution of this Agreement, whichever is later. All employees who are or become members of the Union shall, as a condition of employment, remain members during the term of this Agreement, to the extent permitted by law. Union membership is required only to the extent that employees covered by this Agreement must pay the Union's periodic dues and fees or such other amounts as may be authorized.

**Section 3.2 New Employee Orientation:** During an employee's first (1<sup>st</sup>) week of work, a Union steward or designee will have the opportunity to meet with the employee for thirty (30) minutes. Such time may be scheduled by the designated union steward in coordination with the Human Resources Manager. Neither the new employee nor the Union steward (or designee) shall have their pay reduced as a result of time spent in the meeting.

**Section 3.3 Annual Orientation:** Designated union representatives shall have the opportunity to meet with bargaining unit employees for a minimum of thirty (30) minutes on paid time during the annual orientation meeting prior to the beginning of each academic year.

**Section 3.4 Monthly Lists:** Each month the Company shall provide a list of the bargaining unit to the designated union representative in electronic format (preferably Excel) with the following information:

Name, WWU Service Date, Chartwells Hire Date, Job Title, Wage Rate, Full Time/Part Time Status, Gross Monthly Hours Worked, Work Location, Phone Number, Home Address, Email Address

## **Article 4 – Union Deductions**

The Company agrees to deduct bi-weekly from the wages of the employees covered under this Agreement and membership dues for the Union, as said employees individually authorize the Company to deduct.

The Company shall remit each month to the Union, the amount of deductions made for that particular month including membership dues and arrears, together with a list of employees for whom such deductions have been made, a unique identification number for each listed employee, and the gross pay amount per week/month. The list will indicate all official personnel actions that 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, whenever possible. The remittance shall be forwarded not later than the twentieth (20<sup>th</sup>) day of the month following the month in which deductions were made.

In order to simplify the Company's and the Union's administration of this Section, the Company shall upon the hiring of new employees give each employee an application for Union membership and dues check-off authorization form. The Company shall remit the completed forms to the Union monthly.

The Union shall certify to the Company, in writing, the current rate of its membership dues. If the Union changes the rate of its membership dues, it shall give the Company thirty (30) days written notice prior to the effective date of such change.

The Union shall indemnify and save the Company harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken or not taken by the Company for the purpose complying with any provisions of this Article or any other provision of this Agreement relating to any requirements of membership in the Union or obligations of Union members or by reason of the Company's reliance upon any list, notice, request or assignment furnished under any such provisions or by reason of any action taken or not taken by the Union by reason of the Union referral provisions of this Agreement. The Company shall deduct, from the gross wages or salary of each employee who voluntarily executes a Political Action Committee (PAC) payroll deduction authorization form provided by the Union, 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 Company 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 Company may remit PAC contributions and Union dues to the Union by a single check or wire transfer, or by separate checks or wire transfers. With each PAC contribution remittance, the Company shall provide the Union with a written itemization setting forth as to each contributing employee his or her name, a unique identification number for each listed employee, rate of PAC payroll deduction by the payroll of other applicable period, and contribution amount. The parties acknowledge that the Company's costs of administration of these PAC payroll deductions 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

The Union shall indemnify and hold the Company 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 Company in reliance upon said Political Action Committee (PAC) payroll deduction authorization forms submitted by the Union or the Company.

## Article 5 – Management Rights

**Section 5.1 Right to Manage Retained:** The Union recognizes the right of the Employer to operate and manage its business. All rights, functions, prerogatives, and discretions of the management of the Employer, formerly exercised, potentially exercised or otherwise, are vested exclusively with the Employer, except only to the extent that such rights are specifically and explicitly modified by the express provisions of this Agreement.

**Section 5.1.2:** Except as modified by this Agreement, the Employer’s right to manage its business shall include, but not be limited to, the right to hire, promote, transfer, assign, and direct its work force; to discipline, suspend, or discharge for just cause; to retire or relieve employees from duty because of lack of work or other legitimate reasons; to determine and require standards of performance and to maintain discipline, order and efficiency; to determine operating standards, operational and other policies; to determine methods and procedures; to determine the quantity and type of equipment to be used; to increase or decrease the work force; to determine the number of departments and employees therein, and the work performed by them; to determine processes to be employed in the work place; to determine the number of hours per day or week individuals work and operations that shall be carried on; to establish and change work schedules, hours and assignments; to subcontract as long as it does not result in the layoff or displacement of employees, except in cases of significant mechanical breakdown, fire, or flood; to discontinue or relocate any portion or all of the operations now or in the future that are carried on at the facility covered by this Agreement; to schedule hours of work, including overtime; to add shifts or terminate existing shifts in accordance with customer need; to make and enforce all reasonable rules relating to work, operations, and safety.

**Section 5.2 Obligation to Notify:** The parties recognize that the Employer may establish reasonable policies and procedures. Prior to issuing or implementing any new or revised handbooks, policies or procedures. A copy of any handbook or policy will be shared with the Union Representative and Shop Stewards with changes noted and the Union will be permitted to comment on any concern they may have. At any point while the handbook is in effect, the Union reserves the right to file a grievance over portions that it deems to be in violation of the CBA, just cause, or any other applicable agreement, law, ordinance, or statute.

- A. Employees will be asked to sign an acknowledgement of “receipt,” not of “agreement” when distributed;
- B. Employees could “elect not to sign” but that a supervisor/manager would indicate such on the acknowledgement form;
- C. Employees would not be threatened with discipline/discharge if they chose not to sign;
- D. The CBA with control over any portion of the Employer’s handbook policies and procedures in conflict with the CBA

**Section 5.3 Intent to Maintain the Status Quo:** The Employer and the Union acknowledge that each party had the opportunity to negotiate wages, benefits, and working conditions while bargaining this Agreement. The Employer shall not seek to change or modify the wages, benefits, or working conditions of the employees represented by this Agreement without mutual agreement with the Union.

## **Article 6 – No Strike/No Lockout**

**Section 6.1 No Lock-out:** The Employer agrees not to conduct a lockout during the life of this Agreement

**Section 6.2 No Strike:** The Union shall not authorize an economic strike, walkout, work stoppage, sit-down, or slow-down of work during the term of this Agreement.

The Union agrees that, in the event of any violation of this section, the Union will use its best efforts to cause such violation to cease and to cause work to fully resume.

## **Article 7 – Non-Discrimination**

**Section 7.1 Non-Discrimination:** Neither the Employer nor the Union shall discriminate against any employee because of race, color, religion, creed, gender, gender identity/expression, sexual orientation, national origin, union activity, political affiliation, marital status, age, genetic information, disability, or caste in accordance with application federal, state, or local law, regulations, and/or rules.

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

**Section 7.2 Gender:** The use of pronouns "he" or "she" and the suffixes "men" or "women" shall not be interpreted to refer to members of only one sex, but shall apply to members of either sex.

**Section 7.3 Americans with Disabilities Act:** This Agreement shall be interpreted to permit the reasonable accommodation of disabled persons as required by state and/or federal law, including the Americans with Disabilities Act (ADA). In the event such conflicting accommodation is permitted only if required to comply with said laws, the parties, at either's request, shall meet to discuss the proposed accommodation. The parties agree that any

accommodation made by the Employer with the respect to job duties or any other term or condition of employment shall not in any way become applicable to any other individual, class or group of employees, but shall apply only to the person or persons accommodated in the particular situation. The fact that such person or persons was accommodated, and the manner and method of such accommodation, shall be without precedent and, therefore, may not be used or relied upon by any person for any purpose at any time in the future.

**Section 7.4 No Retaliation:** The Company and the Union also agree that they will not retaliate against any of the Company's employees who complain of discrimination or harassment or who participate in an investigation regarding discrimination or harassment. Any differences or disputes arising under this Article should be initially submitted through the Grievance and Arbitration provisions.

**Section 7.5 Respectful Treatment:** The Employer and the Union agree that each employee and management representative of the Employer should be treated with dignity and respect. In the event that there are issues with respect to the conduct of employees or management representatives under this provision, the parties agree that they may be raised in a labor management committee meeting in accordance with Article 23 of the Agreement, and in further communications to higher levels of each organization as appropriate and necessary. The parties have agreed that this Section shall not be subject to the grievance and/or arbitration provisions of the Agreement.

## **Article 8 –Diversity and Inclusion**

**Section 8.1 Ethnic Diversity and Cultural Issues:** The parties recognize the importance of creating an inclusive workplace where employees of diverse backgrounds can work and communicate effectively and have agreed to measures as set forth as follows:

- a. The parties recognize that many 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 among themselves where such use does not adversely affect the operation, work performance, or customer service levels.
- b. The Employer is committed to a program to improve its ability to communicate with employees who do not communicate in English and will consider reasonable recommendations of the labor management committee to accomplish this.

**Section 8.2 Right to Simultaneous Interpretation:** Where there is a communication difficulty with a particular employee, on request the Employer will provide an employee translator/interpreter/chosen by the employee or translating/interpretation service to facilitate communications so long as:



- a. The employee is on the premises at the time requested or will be available within twenty-four (24) hours, in which case the meeting will be held at that time;
- b. The employee translates/interprets the communication of both sides so that there is full understanding by both parties of the verbal exchange;

The Employer agrees it will, within a reasonable period of time, provide training materials, program announcements, and bulletin board notices where practical, to communicate in any language principally spoken by its employees in the bargaining unit.

## **Article 9 – Grievance Procedure**

A grievance will be defined as a specific difference, dispute, or complaint arising expressly from the interpretation, administration, application, or alleged violation of the terms of this Collective Bargaining Agreement.

When the grievance is reduced to writing, following the process set forth below, such grievance must reference the specific Article(s) of the Contract that are alleged to be in violation.

It is recognized that it is in the best interest of employees, management, and the public that disputes, complaints, and differences are resolved informally. A grievance will not be considered to exist until a complaint has been made by an employee or the designated Union representative to, and not resolved by, the employee's immediate supervisor, or Human Resources Manager. Grievances relating to the discharge of an employee shall proceed immediately to Step 2 of the grievance procedure.

Step 1 – For the grievance to proceed, the employee or the designated Union representative must then present the grievance, signed and in writing, to the Location Manager, or the designated management representative, within ten (10) work days of the event giving rise to the grievance or ten (10) work days from the time the employee or the Union should reasonably have known of the occurrence of the event upon which the grievance is based. Failure to meet this time requirement will exclude the grievance from further consideration.

The employee and/or the steward will meet with the manager, or the designated management representative, within five (5) work days from the presentation of the written grievance to attempt to resolve the grievance. The manager will have five (5) work days from the date of the Step 1 meeting to respond, in writing, to the grievance.

Step 2 – If the Union is not satisfied with the response in Step 1, the grievance must then be submitted by the steward or designated Union representative to the Resident District Manager, or the designated management representative, within seven (7) work days of receipt of the Step 1 response. Failure to meet this time requirement will exclude the grievance from further consideration.

A meeting will be held within seven (7) work days from presentation of the grievance to attempt to resolve the grievance. The Resident District Manager, or the designated management representative, will respond to the Step 2 appeal within seven (7) work days of the meeting.

Step 3 – Mediation: If the grievance is unresolved at Step 2, the parties may mutually agree to non-binding mediation, provided written notice of such desire is sent to the other party within seven (7) work days of receipt of the Employer's decision at Step 2. The Federal Mediation and Conciliation Service (FMCS) shall conduct the grievance mediation as expeditiously as possible.

Step 4 – Failing a satisfactory settlement of the grievance at Step 2, or Step 3 if the parties mutually agreed to mediate the grievance, the matter may be referred by the grieving party to Arbitration, within a period of thirty (30) calendar days from the receipt of the Company's written answer at Step 2 or the mediation. Failure to meet this time requirement will exclude the grievance from further consideration.

The parties agree to follow each of the foregoing steps in the processing of the grievance. If, at any step, the Company's representative fails to give the written answer within the time limit therein set forth, the Union may appeal the grievance to the next step at the expiration of such time limit. If the Union fails to comply with the time limits set forth in the grievance procedure, the grievance will be considered to have been abandoned. Notwithstanding the limitations set forth in this clause, either party may extend the time limits set out in the grievance procedure with the written agreement of the other party.

A claim by an employee who has completed the probationary period that the employee has been discharged without just cause shall be treated as a grievance, if a written statement of such grievance is lodged with the Resident District Manager or the designated management representative within ten (10) work days after the employee ceases to work for the Company. All preliminary steps of the grievance procedure prior to Step 2 will be omitted in such cases.

Saturdays, Sundays and holidays shall be excluded from the computation of time limitations under the grievance and arbitration procedure of the Agreement. For such purposes, the term "work day" shall mean Monday through Friday, exclusive of contractual holidays. In applying time limitations, the date of the occurrence of an event, after which the designated period begins to run, shall be excluded. The last day of the period ends at 4:00 P.M.

Probationary employees shall not have access to the grievance and/or arbitration procedure for any matters with respect to disciplinary or discharge matters.

If the parties agree to hold a grievance meeting during the employee's and/or steward's regular scheduled working hours the employee and/or steward will be compensated at their regular straight-time hourly rate for time spent in the grievance meeting during their regularly scheduled hours.

## Article 10 – Arbitration

The parties shall attempt to mutually agree upon an arbitrator. If they are unable to mutually agree, the Union shall request the American Arbitration Association (with a copy of such request to the opposite party) to furnish the parties with a panel of impartial arbitrators, all of whom shall be members of the National Academy of Arbitrators (provided such membership does not unduly restrict the ability of the parties to receive a panel of arbitrators), according to the rules then in effect for that organization.

The expenses of the arbitrator and hearing room, if required, shall be borne equally by the Union and the Company. Each party shall bear the expense of its own representative, witnesses, and other preparation and presentation expenses.

Any decision issued by the arbitrator shall be final and binding upon the parties as to the matter in dispute. The Company, the Union, and the aggrieved employee shall thereafter comply in all respects with the result of such decision.

The arbitrator shall not have authority to: (i) amend, modify, change, add to or subtract from any provision of this Agreement; (ii) impose on any party hereto a limitation or obligation not explicitly provided for in this Agreement; (iii) alter any wage rate or wage structure; or (iv) base any decision on any practice or custom which is inconsistent with any provision of this Agreement. The arbitrator shall be authorized only to interpret existing provisions of this Agreement as they apply to the specific facts of the matter in dispute.

Terms and conditions of benefits plans are not arbitrable, except with regard to whether or not the Company complied with the terms of this Agreement.

The arbitrator may not award back pay for any time preceding the event which gives rise to a timely filed grievance.

An arbitrator may only hear one case at any given time. Multiple issues cannot be decided upon by the same arbitrator, unless mutually agreed to in writing by both parties.

## Article 11 – Union Representation

**Section 11.1 Stewards:** The Union may elect or otherwise appoint stewards. The Union shall keep the Company notified in writing of the name of the steward and the effective date of their appointments. The Company shall not be required to recognize a steward until so notified in writing of the election or appointment of such individual.

**Section 11.2 Steward/Leader Activity:** Time necessarily spent by stewards in the processing of grievances shall not interfere with the service and normal operations of the Company, and

when outside of scheduled work hours shall not be paid for by the Company. Such time shall not exceed one (1) hour per week per steward, excluding time spent in grievance and discipline meetings.

**Section 11.3 Union Representative Access:** Prior to accessing the client or Company non-public premises a Union authorized representative will notify the Resident District Manager or their authorized designee of their presence. Such visitation shall not unreasonably interfere with the work of the employees or the service to the customers of the Company. Employer concerns related to the implementation of this provision may be subject to labor management discussion at the request of the Employer.

The Union acknowledges that the operations of the Company are subject to the rules and regulations of Western Washington University and that such rules and regulations may restrict and/or modify the provisions for Union access otherwise provided.

**Section 11.4 Bulletin Boards:** The Union shall have the right to have notices posted on bulletin boards in each dining hall and retail location in an area designated for such purpose. All such notices will be submitted to the Resident District Manager or the designated management representative prior to posting. Postings shall not contain material personally critical of any individual agent of, and/or the Employer, and/or Western Washington University.

Employees shall be permitted to wear a one and one-half (1 ½) inch Union button or union sticker while performing their duties, provided the wearing of such button does not pose a hazard to the public, the employee, or machinery, and the button/sticker is not inflammatory, defamatory, or disparaging toward an individual agent of, and/or the Employer or the Company's client.

**Section 11.5 Meetings with Management:** Representatives of the Union shall be released from their regular assignment(s) with pay to attend labor management, investigatory, disciplinary, or grievance meeting between any representative(s) of the Employer. For the purposes of bargaining, the Employer and Union will discuss and agree upon hours paid, with a minimum of up to forty (40) paid hours at the employee's regular rate of pay for up to 4 bargaining unit members.

## **Article 12 – Discipline and Discharge**

**Section 12.1 Just Cause:** Employees may be disciplined up to and including discharge for Just Cause.

**Section 12.2 Progressive Discipline & Gross Misconduct:** The Employer agrees to the concept of progressive discipline when appropriate. Progressive discipline will be considered appropriate when an employee has failed to improve or correct a problem with regard to performance issues after being given a reasonable opportunity to do so with

counseling and/or training, except with regard to offenses that meet the definition of gross misconduct (below) based on their nature and degree of seriousness. The Employer and Union agree that performance evaluations, counseling, and training shall not constitute disciplinary action. Prior to discipline the employee will receive non-disciplinary counseling, excluding cases of gross misconduct.

The regular progression of progressive discipline includes:

1. Non-disciplinary counselling (letter of direction),
2. Documented Verbal Warning,
3. Written Warning,
4. 2<sup>nd</sup> Written Warning w/ Suspension,
5. Paid administrative leave pending investigation and decision to discharge (separation of employment)

**Gross Misconduct:** It is understood that in cases of gross misconduct (including but not limited to false statements, theft, insubordination, malicious destruction of employer property, acts or threats of workplace violence, etc.) the Employer may impose a higher level of discipline. The type of discipline imposed depends upon the nature and severity of the misconduct.

**Section 12.3 Timeliness of Investigation & Discipline:** At the final step of progressive discipline in which suspension or termination may be contemplated by the Employer, or in the event of a single serious incident or rule violation, an employee may be placed on paid administrative leave pending investigation.

The Union shall be given immediate notice of such placement on paid administrative leave, excluding Saturday, Sunday, and contract holidays.

The final disposition of a disciplinary investigation shall be made within seven (7) calendar days and notice of disposition shall be sent to the Union. Notices are to be sent by e-mail. However, the Employer may request additional time in order to continue its investigation from the Union. The Union will not arbitrarily deny such request.

**Section 12.4 Representation in Discipline:** The Employer will notify the employee of their right to union representation. Employees may request and will be granted Union representation during investigatory or disciplinary meetings. Employees shall be granted a reasonable amount of time to consult with their steward in conjunction with such meetings. The Employer will notify the Union of any disciplinary action no later than the workday following notice to the employee. The Union shall designate a union representative to be notified of all disciplinary actions.

**Section 12.5 Personnel Files:** The Employer's Human Resources office shall, at reasonable times and at reasonable intervals, upon the request of an employee, permit that employee to inspect his or her personnel file on the employee's own time during regular office hours and with a

Company representative present. This inspection shall be permitted within a reasonable period of the Employee's written request, provided that this falls within regular business hours. Employees are not permitted to remove any part of the personnel file, but may request copies of any document that they have previously signed.

**Section 12.7 Notice of Discipline:** A copy of all written disciplinary notices shall be given to and signed by the Employee. Signing of the notice shall not be deemed an admission of wrongdoing but shall simply be an acknowledgement of receipt. Reasonable effort shall be made to present the disciplinary notice to the employee with as much privacy as is practicable under the circumstances. Notices of warnings or discharges will be forwarded to the Union.

**Section 12.8 Removal of Discipline:** The Employer agrees that warnings, notices and written reprimands (including disciplinary suspensions) will not be considered in future warnings, reprimands or discipline provided that the employee has received no further disciplinary action of any kind for a period of twelve (12) months from the date of the discipline.

Disciplinary documents excluded from consideration above may be used as evidence that the employee was aware of the rule or policy.

## **Article 13 – Probationary Period**

The Employer and the Union agree that the employment of competent and capable personnel and continuity of employment of trained personnel is necessary to develop and maintain high quality services to our WWU community.

Newly hired employees shall be considered probationary for a period of ninety (90) calendar days from the date of employment, excluding all paid and unpaid leave time excluding sick leave or military leave. On or before sixty (60) days of employment, the Company shall provide the employee with a written evaluation of their performance. The Company may in its sole discretion, extend the probationary period by a period of thirty (30) calendar days by notifying the employee and the Union in writing of its intention to do so prior to the expiration of the initial period.

At any time during the probationary period, the Company may discharge, discipline, or lay off such employee at will. Such action shall not be subject to the Grievance or Arbitration provisions of this Agreement.

## Article 14 – Definition of Employee

**Section 14.1 Regular Full Time Employee:** An employee that has completed the probationary period as defined in this Agreement, and is regularly scheduled for thirty (30) hours or more per work week.

**Section 14.2 Regular Part Time Employee:** An employee that has completed the probationary period as defined in this Agreement, and is regularly scheduled to work less than thirty (30) hours per work week.

**Section 14.3-Casual Employee:** An employee that is not scheduled on a regular basis but who may be called in to fill vacancies caused by reasons including, but not limited to, absences, vacations, leaves of absence, sicknesses, changes in business demand, or to perform extra work as required and determined solely by the Employer.

## Article 15 – Seniority

**Section 15.1 Seniority Definition:** Seniority is defined as the first day of continuous employment at Western Washington University from the last date of hire with the Company or any predecessor dining service Company at WWU.

**Section 15.2 Seniority for Casual Employees:** Casual employees shall be accrue seniority based on total hours worked prorated to the daily value of a full time employee. Should a casual employee be hired into a permanent position before they suffer a break in service their permanent seniority date shall be maintained as the first day of continuous service in their casual position.

**Section 15.3 Seniority Application:** Seniority shall prevail and be used in all matters that impact awarding of vacant positions, job promotion, extra hours, paid time off, and reduction in force/layoff, unless stated otherwise in the CBA, except by mutual agreement between the union and the employer.

**Section 15.4 Suspension and Termination of Seniority:** An employee shall lose all seniority and shall be deemed to have terminated employment with the Company in the event of:

1. Voluntarily quit.
2. Termination for cause.
3. Failure to return to work from layoff within ten (10 ) work days of the mailing of a recall notice by UPS or USPS mail carrier with a tracking number to the employee's last known address (it shall be the employee's responsibility to keep the Company informed of any change in the employee's address).

4. Not recalled within eighteen (18) months or the length of their seniority whichever the lesser from the date of layoff.
5. Absence due to non-occupational illness or accident for a period of six (6) months from the date the accident occurred or the illness commenced. Nothing in this Section is intended to restrict any rights an employee may have under the Family and Medical Leave Act (FMLA), the Americans with Disabilities Act (ADA) or applicable State or local law.
6. Absence due to occupational illness or accident for a period of twelve (12) months from the date the accident occurred or the illness commenced, provided the claim with Washington State Labor and Industry is closed. Should an employees claim still be open and the employee is not determined as having reached maximum medical improvement the employee shall not be severed from employment.
7. Failure to return from leave of absence as scheduled.
8. Absence from work for three (3) or more consecutive working days without notification to the Company.

Bargaining unit employees who accept promotion or transfer out of the bargaining unit shall lose all bargaining unit seniority.

## **Article 16 - Job Posting**

**Section 16.1 Posting of Position Vacancies:** The Employer shall post notice of a permanent or temporary job vacancy within the bargaining unit for five (5) working days. A vacancy shall be defined as a regular position (full-time or part-time) which is vacated by the separation of an employee or a newly created position.

**Section 16.2 Summer Position Bid:** It is understood that the Employer may provide a summer food program and continued food service operations in all or some operating units. Each year the Employer, in coordination with the Union chapter leadership, shall post notice seeking volunteers not later than April 15<sup>th</sup> for summer work and other periods when regular class schedule is not in session. Work schedules for all such periods will be filled by seniority first by classification and then by seniority from among qualified volunteers within the entire bargaining unit, including casual employees. If position vacancies remain the Employer shall recall employees consistent with Article 17 Reduction in Workforce and Recall.

**Section 16.3 Selection for Open Positions:** Employees who apply for open positions within the bargaining unit shall be awarded positions based on seniority by job classification, and then by seniority within the bargaining unit and their ability to perform the essential functions of the position with minimal training, except by mutual agreement between the Union and the Employer.

**Section 16.4 Promotional Trial Service Period:** Employees awarded a promotional position shall be subject to a trial service period of up to thirty (30) calendar days. If, during the trial service



period, the employee or the Employer determines through an evaluation of performance, that the employee cannot succeed in the position, they shall be returned to their previous position.

**Section 16.5 Transition to New Position:** Any successful bidder shall be moved to the new position as soon as it is practical to do so. Employees promoted out of the bargaining unit shall not transition to their new position until their vacated bargaining unit position is filled.

It is agreed that a successful bidder will not be eligible to bid on any other vacant positions for the duration of the academic quarter from the day the employee assumes the new position, unless the Company chooses to waive this provision.

## **Article 17 – Reduction in Workforce and Recall**

### **Section 17.1 Notification:**

**Section 17.1.1 Union Notification:** In the event the Employer anticipates that a reduction in force may be necessary, the Employer shall inform the Union at least thirty (30) calendar days in advance. The Employer and Union will meet at the request of the Union to discuss the proposed reductions in staffing and potential alternatives to the staffing reduction.

**Section 17.1.2 Employee Notification:** Any permanent employee whose position is impacted by reduction or layoff shall be given at least twenty (20) workdays notice.

### **Section 17.2 Reduction & Layoff Procedure:**

**17.2.1 Layoff (position elimination):** In the event of a reduction in force in which a position or positions are eliminated, the least senior person in the affected job classification shall be the first person to be laid off so long as the remaining employees are qualified to perform the remaining work with minimal training. The displaced employee may bump a less senior employee in the bargaining unit 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. Whenever possible the employee will be given fourteen (14) calendar days' notice.

**School Shutdown Periods:** Notice of recall after a school shutdown shall be handled in the following manner:

1. Tentative schedules will be posted and given to the employees prior to shut down.
2. Employees will be notified of any changes made to the schedule after distribution by phone call, text, and email.

**17.2.2 Reduction in Hours:** Employees identified for reduction in hours may bump a less senior employee in the bargaining unit provided they have the seniority and are qualified to perform the work successfully with minimal training and does not result in a promotion.

**17.2.3 Timeline to Bump:** The employee shall have ten (10) workdays from the date of the position elimination or reduction in hours notice to decide whether to exercise their bumping option, if one exists.

**Section 17.3 Recall Rights:** Employees who are laid off shall be maintained on a recall list for eighteen (18) months from layoff date. Whenever job openings occur, such employees will be recalled to any position for which they are able and qualified on a seniority basis. If an employee refuses a non-mandatory recall to a position for which they are qualified, the employee will be maintained on the recall list. Employees shall be recalled to their former position in inverse order as business needs dictate. Failure to accept a mandatory recall will result in the language in 15.4 (3).

**Non-Mandatory Recall:** An offer of a position to employees in the Recall Pool in which the position offered does not make the employee whole for job title or hours or in which a less senior employee is still laid-off and subject to Recall in the same job title and hours.

**Mandatory Recall:** An offer of a position to employees in the Recall Pool in which the position offered does make the employee whole for job title and hours from which they were laid-off and the employee is the last employee available for recall to the same job title and hours.

## **Article 18 - Hours of Work and Overtime**

**Section 18.1 Work Week:** The regular work week shall be Friday 12:00AM through Thursday 11:59PM.

**Section 18.2 Work Schedule:** The Employer maintains the right to determine shifts in accordance with work requirements. Starting times, quitting times, shifts, and the arrangement of shifts shall be determined by the Employer subject to the following:

- Regular work schedule starting and stopping times shall be consistently maintained as bid,
- If safe and efficient operation of a work location requires a minor modification to the starting and stopping times, the Employer may adjust starting and stopping times of individual employees by no more than sixty (60) minutes provided that no employee shall suffer a loss of assigned time from that in which they initially bid.
- If safe and efficient operation of a work location requires modification of the set staffing schedule more than sixty (60) minutes in starting/stopping times or reducing time of a

scheduled shift, the Employer shall schedule and discuss proposed staffing changes with union leadership in labor management.

**Section 18.3 Continuity of Staffing and Maximized Position Hours:**

**18.3.1** The employer is committed to the creation of as many full-time schedules as possible, and to maximizing the available hours to create as many 40 paid hour schedules as possible.

**18.3.2** To the extent that there are employees that cannot have 40 paid hour schedules, the employer will endeavor to create as many 39 hour paid schedules as possible and so forth until all employees have their scheduled hours maximized in seniority order.

**18.3.3** In the event of a reduction of business, which would necessitate the reduction of hours, the company agrees to meet this situation through the layoff and recall procedure.

**18.3.4** In such instances, the Employer will provide the affected employee(s) and the Union as much advance notice as possible of such change and the duration if known. If the Union feels that such change is not in keeping with legitimate business reasons, the claim will be subject to the grievance and arbitration procedure.

No Guarantee: Work schedules shall not be used as a guarantee of the continuation of assigned hours, nor are starting or stopping times guaranteed outside the provisions of this Agreement. The scheduling of work, including starting and stopping times, shall be consistent with this Agreement. Subject to the other provisions of this Agreement, employees will only be paid for hours actually worked.

**Section 18.4 Rest Break and Meal Period:** All employees covered by this Agreement will be provided one (1) ten (10) minute paid rest break for each four (4) hours worked. Rest breaks will be scheduled by the manager. Employees who work five (5) or more hours in a day shall receive a thirty (30) minute unpaid uninterrupted meal period to be scheduled by the manager or designee. The Employer shall schedule rest breaks to avoid interference with or interruptions to the efficient operations of the facility. Should an employee miss a break or meal period due to short staffing or other operational needs, the Company shall ensure they are afforded the time to fulfill their break/lunch uninterrupted.

**Section 18.5 Extra Hours and Overtime:** Hours worked by an employee in excess of forty (40) hours per work week, or any hours worked on a sixth or seventh work week day, or as otherwise required by law, shall be compensated at the rate of time and one-half (1½) the employee's regular straight-time hourly rate. Holiday, vacation, sick and other non-work hours are excluded from the calculation of overtime.

Extra hours/Overtime shall be scheduled on the basis of classification, location and seniority. In the event overtime becomes necessary after the schedule is posted, the available overtime will be assigned as follows:

1. Day of extra hours shall be offered to employees on shift at that location in seniority and classification order. If no employees at the work location are available to work the extra hours the Employer shall offer bargaining unit employees the opportunity to accept the extra hours in seniority order.
2. Extra hours made available during the month shall be posted to the bargaining unit and shall be offered to employees first at that location in seniority order by classification and if no employees are available to accept the work at the location shall be offered to bargaining unit employees in seniority order.
3. Should no employees be available to accept available extra hours the Employer will attempt to call in a substitute employee.

**Section 18.6 Pyramiding:** There shall be no pyramiding or duplication of overtime or premium pay.

## **Article 19 - No Subcontracting**

**Section 19.1 Job Protection:** Managers, Supervisors, and other non-bargaining unit employees (excluding student workers) will not perform bargaining unit work except when there are no unit employees to perform the work needed, or when such is necessary for legitimate and immediate needs or for the instruction of personnel, or in cases of emergencies. In no case shall supervisors or non-bargaining unit workers be utilized to erode the bargaining unit.

**Section 19.2 No Subcontracting:** The Employer agrees not to sub-contract out the work normally performed by the employees, except for an emergency or by mutual agreement which shall not be unreasonably denied.

**19.2.1 Temporary Employment Agencies:** The Employer will notify and discuss with the Union prior to using temporary agencies. The use of temporary agency employees shall not permanently displace regular bargaining unit employees nor deprive bargaining unit employees of opportunities for extra hours/overtime.

**19.2.2 Reports:** In the event that bargaining unit work is contracted the Employer will report to the Union the nature of the incident, the contactor used and the total hours worked.

**Section 19.3 Limitations:** In no case will temporary employees or other non-bargaining unit employees (excluding student workers) be used to fill vacant positions (due to terminations,

resignation, or an expansion of the bargaining unit, etc.) for longer than thirty (30) calendar days.

**Section 19.4 Staffing Plan:** The Employer shall provide to the Union the staffing plan for each site a month prior to each quarter work year. Such staffing plan will include the site staffing for regular bargaining unit and student worker positions and hours. Changes with the staffing schedule will be in accordance with the CBA.

## **Article 20 - Leaves of Absence**

**Section 20.1 Medical Leave:** The Company shall administer leaves in accordance with applicable Federal and State law.

**Section 20.2 Union Leave:** In the event an employee is hired or appointed to short-term employment with the Union, the employee will be allowed to take an unpaid leave of absence subject to the Company's legitimate business needs. The employee shall provide a minimum of ten (10) work days' notice of such request. Such leave shall not exceed fifty (50) work days. No more than two (2) employees may be granted such leave at any one time. If applicable, the Company shall continue to pay for the employee's benefits during such leave provided that the Union and/or the employee reimburses the Company in full for such benefits beginning on the first (1<sup>st</sup>) day of the month following the commencement of such leave. During such leave, the Company will continue the seniority of the employee on leave and the accrual of benefits based on seniority.

**Section 20.3 Military Leave:** The Company will comply with the applicable provisions of USERRA, as amended, governing leaves associated with service in the armed forces or applicable State law.

**Section 20.4 Personal Leave:** Upon written notice to the Company, an employee with at least one (1) year of service may apply for a personal leave of absence of up to six (6) months. An employee must submit a written request at least twenty (20) work days in advance; however, the Company 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 for twenty (20) work days by mutual agreement of the parties in writing in advance of the conclusion of the original leave and will not be unreasonably denied. The employee shall give a minimum of ten (10) work days' notice of such request. All leave requests shall be approved in the sole discretion of the Company and must include a return to work date.

Holidays, vacations, sick days, and other benefits shall not accrue during any leave of absence, except as required by applicable law.

**Section 20.5 Bereavement:** In the event of a death in the immediate family, employees who have completed the probation period prior to the death, shall be eligible for up to five (5) work days of bereavement leave with pay for the purpose of bereavement and/or attending the funeral and providing for matters incident to the death. Such absences shall be permitted within five (5) work days prior to or following the funeral. Employees shall be paid at their regular rate of pay for scheduled hours. To be eligible for such pay, employees will be required to furnish proof of attendance at the funeral and relation to the deceased if so requested by the Company.

For the purpose of this Article, the term “immediate family” shall be defined as current husband, current wife, current domestic partner, children or step children, parents or legal guardian, step parents, brother, sister, grandparents, grandchild, mother-in-law, and father-in-law.

Additional time off may be granted to an employee, without pay, when travel is required to attend the funeral of those mentioned above.

**Section 20.6 Jury Duty:** An employee who has completed the probationary period and who is required to report and serve as a juror, as prescribed by applicable law, and who does so serve during hours in which the employee would otherwise be working for the Company (exclusive of overtime hours) shall be paid an amount equal to the difference between the total amount of jury pay received for the day and the amount the employee would have received in pay from the Company had the employee not been required to serve as a juror. Said payment shall be based on the employee’s straight time hourly rate and the number of hours the employee is regularly scheduled to work. In order to receive the payment herein referred to, the employee must give the employee’s supervisor a copy of the summons prior to the day of service and submit documentation of payment for such service. The Company’s obligation for pay shall be limited to twenty (20) work days per calendar year.

## **Article 21 - Miscellaneous**

**Section 21.1 Statutory Compliance:** At all times during their employment, each employee will be required to comply with all applicable government, client, and any and all other statutory-related regulations in effect at the signing of this Agreement and those created and/or implemented after the signing of this Agreement. The Employer shall inform/educate/train employees on paid time all relevant regulations applicable to this section not related to those typically and normally required of an individual employee to attain independently.

**Section 21.2 Video and Auditory Monitoring:-**Employer shall have the right to install and monitor photographic, audio, and/or video recording equipment at any and all times at all client locations, with the exception of inside locker and/or restroom facilities, as deemed appropriate by the Employer, consistent with WWU policies and subject to labor management

discussion with union leadership. The Employer shall disclose all modes, methods, and locations of recording technology.

**Section 21.3 Mileage Reimbursement:** Any employee, who is required to utilize their own vehicle on Company time and business to travel off the client location, shall receive a mileage allowance at the rate of the prevailing standard IRS reimbursement rate in effect.

**Section 21.4 Annual Inservice Date Notification:** Employees shall be notified in writing at their home address two (2) weeks in advance of employee orientation prior to the first (1<sup>st</sup>) day of work following the summer break.

**Section 21.5 Staffing Mix Report:** The Company and the Union agree the intent of the Company is to maintain the bargaining unit student mix ratio to the extent allowed by the Food Services Management Agreement between the Employer and Western Washington University. To this end the Company agrees to provide the following information on a semi-annual basis:

- i. Hours worked for all bargaining unit employees including:
  - a. Name
  - b. Status [Active, Terminated, Leave of Absence]
  - c. Total hours worked including straight time, overtime, etc.

Such hours reporting for bargaining unit employees shall be included on the monthly bargaining unit data list (Section 3.4 Monthly Lists).

- ii. Total hours worked for all student hourly employees, with no other detail. The quarterly reporting schedule shall be as follows:
  - a. April 15 - To include - October, November, December, January, February, and March
  - b. Oct 15 - April, May, June, July, August, and Sept.

## **Article 22 - Uniforms and Personal Appearance**

The parties agree that personal cleanliness and appearance are important and that employees are required to maintain a high degree of personal cleanliness and to conform to hygienic practices while on duty.

The Company shall provide up to three (3) uniforms per employee per year, which shall include shirts, aprons and hats. In addition, the Company shall provide each employee an allowance of up to twenty-five dollars (\$25.00) twice per year toward the purchase of non-slip work shoes and/or uniform pants. The reimbursement shall be made in six (6) month periods from September through February and March through August. An employee who does not request

reimbursement in the first six (6) month period may carry over into the second period, but shall not accumulate into a third six (6) month period. Non-slip shoes may be purchased from the Company designated vendor or alternative sources. Employees electing to purchase non-slip work shoes from alternatives sources are required to provide documentation that the shoe is non-slip and proof of purchase, prior to receiving reimbursement of the allowance.

Employees must wear the uniform as directed by the Company. Employees are required to launder and maintain the uniforms.

If an employee destroys, damages, or loses their uniform, the employee will be responsible for the cost of replacement. Excessive or unanticipated wear and tear of uniform items that occur due to an employee's good faith work performance shall not be the responsibility of the employee for replacement.

Except for a one and one-half (1 ½) inch Union button/sticker as provided in this Agreement, no non-uniform apparel shall be worn.

## **Article 23 - Labor Management and Safety Committee**

**Section 23.1 Quality Public Services Joint Commitment:** The Union and the Employer mutually commit to achieving the highest level of employee performance and production consistent with safety, health, and quality standards. Opportunities to improve quality public services to our WWU community shall be a regular topic of labor management discussion.

**Section 23.2 Labor Management Committee Structure and Conditions:** The Employer and Union agree that there shall be a Labor-Management Committee consisting of an equal number of Management and Union members (maximum of five [5]) to apprise each other of issues related to the operations and the work force; all with the aim of promoting a better understanding between the parties. Meetings will be held monthly, or more often as may mutually be agreed. A written agenda shall be established for each meeting. Such meetings shall not be construed as opening the Agreement for negotiations, nor shall any subject matter at the meetings constitute a step in the grievance procedure. Employees shall be paid at their regular hourly rate for time spent at Labor-Management Committee meetings. Each party will designate their representative(s) to the Labor-Management Committee.

**Section 23.3 Health and Safety Committee:** Following the discussion of matters pertaining to operations, the Committee shall address issues of health and safety, for the purpose of identifying and eliminating potential safety hazards throughout the facility and to reduce accidents. Each work location shall be asked to submit health and safety related issues of concern to the labor management committee for discussion and remediation on a regular and ongoing basis. The labor management committee shall discuss and determine a plan to



implement the method the LMC will receive input/issues from bargaining unit and non-bargaining unit personnel.

## Article 24 - Wage Rates and Classifications

**Section 24.1 Wage Rates:** The regular straight-time hourly wage rates and corresponding classifications are set forth in Schedule "A" attached to and forming part of this Agreement.

**24.1.1 2024/25:** Effective September 1, 2024 the wage rates for each employee shall be adjusted consistent with Schedule A attached to this Agreement. Such adjustments shall include indexing the base rate of each position to the local area minimum wage (\$17.28) by some amount as shown on Schedule A at the end of this Agreement. Additionally, the wage schedule shall be adjusted such that longevity steps shall be increased from \$0.15 per step to \$0.45 per step and additional steps added at years 10, 11, and 12.

**24.1.2 State and Local Area Minimum Wage Indexing:** The base rates on the wage schedule (Schedule A) shall be improved equal to the adjustments to the Washington State and City of Bellingham minimum wage rates in such fashion as to minimally maintain the differential between the relevant minimum wage and the identified index rate for each job title on the wage schedule. Such adjustment(s) shall take effect simultaneous to any minimum wage adjustment.

**24.1.3 Longevity Rates and Movement:** Longevity rates at each step shall be set consistent with schedule A.

All bargaining unit employees shall increment to the next step on the wage schedule each September 1.

Employees in their first year of employment who were hired prior to December 31<sup>st</sup> of the previous calendar year shall increment on the wage schedule on September 1<sup>st</sup> immediately following their employment date and each September 1<sup>st</sup> thereafter.

Employees in their first year of employment whose employment date is after December 31<sup>st</sup> will increment to the next step on the wage schedule on the second September 1<sup>st</sup> following their employment date and each September 1<sup>st</sup> thereafter.

**Section 24.2 Out of Classification Work:** In the event an employee is assigned to perform work for a period of time greater than one (1) hour in a classification that has a higher starting pay range, as specified in Schedule A, than the employee's regular classification, such employee shall be paid the higher of:

- their current rate of pay or,
- the top start rate of pay for the classification to which they have been temporarily assigned for actual time worked in the higher rated classification.

**Section 24.3 Training:** All employees shall be compensated at their regular rate of pay for any training required by the Company. Employees may request the opportunity to train into other positions both in and outside of their existing classification for the purpose of increasing their knowledge, skill and ability. Employees may request this opportunity during their annual performance evaluation or throughout the contract year. Such request shall be accommodated at the Employer's discretion and shall not be unreasonably denied. Cross training opportunity shall be allowed exclusively to fill in for temporarily vacant positions, or with mutual agreement between the employer and employee using the process described herein.

**Section 24.4 Request for Job Classification Review:** An employee who believes that they are misclassified, to the extent that they are consistently working out of their classification, may request the Company review their job classification. The Company shall notify the employee and the Union of the outcome of the review and any change in rate pay, if any. The Company reserves the right to make the final determination of an employee's job classification; and the Union reserves the right to grieve the reasonableness of the determination. The Company will not be obligated to review a job classification that has been previously reviewed.

**Section 24.5 Method of Payment:** All wages shall be paid by check, direct deposit, pay card or other means offered by the Company provided that employees who elect direct deposit or pay card also consent to receive their paystub electronically. Employees who do not have access to the internet outside of work may request the Employer to print a copy of their paystub.

## Article 25 – Health and Welfare

**Section 25.1 Eligibility for Benefits:** All full time employees are eligible for health and welfare benefits as outlined below. A full time employee for purposes of determining eligibility for health and welfare benefits is defined as an employee that is regularly scheduled to work a minimum of thirty (30) hours each week in the current plan year.

**Section 25.2 Health Insurance:** Full-time employees who are compensated for thirty (30) hours or more per week, and who have been employed for sixty (60) days shall be eligible for the medical provisions provided for in the Article, the first of the month following sixty (60) days of employment. The plan(s), plan design(s) and schedule(s) of benefits may be adjusted from time to time in line with changes to the medical benefit for all Employer employees, or as required by law. Other changes might include a change in the insurer, health maintenance organization, or other service provider that provides the benefits or establishes the network of participating providers. Any changes to premiums or eligibility will be effective with the start of the plan

year on January 1<sup>st</sup>. Please refer to the Summary Plan Description for details regarding the plan(s).

**Section 25.3 Health Insurance:** On the first (1<sup>st</sup>) day of the month following sixty (60) continuous days of employment The Employer will provide eligible full-time employees medical benefits through a Company sponsored carrier. The plan(s), plan design(s) and schedule(s) of benefits may be adjusted from time to time in line with changes to the medical benefit for all Employer employees, or as required by law. Other changes might include a change in the insurer, health maintenance organization, or other service provider that provides the benefits or establishes the network of participating providers. Any changes to premiums or eligibility will be effective with the start of the plan year on January 1<sup>st</sup>. Please refer to the Summary Plan Description for details regarding the plan(s).

**Section 25.4 Basic Life and Basic Accidental Death & Dismemberment (AD&D):** The Employer will provide eligible employees Basic Life and Accidental Death & Dismemberment insurance in the amount of ten thousand dollars (\$10,000) effective on the first (1<sup>st</sup>) day of employment. Please refer to the Summary Plan Description for details regarding these plans.

Basic Life insurance is one hundred percent (100%) paid by the Employer.

AD&D insurance is one hundred percent (100%) paid by the employee.

**Section 25.5 Health Care Flexible Spending Account (FSA):** The Employer will provide eligible employees with the opportunity to enroll in the Employers Health Care Flexible Spending Account (FSA). Employees may elect to deposit through payroll deduction) on pre-tax basis into their FSA to pay for eligible, non-reimbursable health care expenses. The plan design is subject to change from time to time in accordance with changes made for all The Employer employees or as required by law. Please refer to the Summary Plan Description for details regarding this plan.

**Section 25.6 Dental:** The Employer will provide eligible employees the opportunity to enroll in dental coverage provided through a Employer selected provider. The plan(s), plan design(s) and schedule(s) of benefits may be adjusted from time to time in line with changes in the dental benefit for all employees of the Employer or as required by law. Please refer to the Summary Plan Description for details regarding the plan(s).

**Section 25.7 Vision:** The Employer will provide eligible employees the opportunity to enroll in vision coverage provided through a Employer selected provider. The plan(s), plan design(s) and schedule(s) of benefits may be adjusted from time to time in line with changes in the vision benefit for all employees of the Employer or as required by law. Other changes might include a change in the insurer or other service provider that provides the benefits or establishes the network of participating providers. Any changes to premiums or eligibility will be effective with

the start of the plan year, January 1<sup>st</sup>. Please refer to the Summary Plan Description for details regarding the plan(s).

**Section 25.8 Short-Term Disability:** The Employer will provide regular non-exempt employees that are regularly scheduled to work thirty (30) hours per week the opportunity to enrol in Short-Term Disability (STD) plan provided through a Company selected provider. Please refer to the Summary Plan Description for details regarding this Plan.

**Section 25.9 Coverage While On an Approved Leave of Absence:** Coverage may be continued during an approved leave of absence, including a family medical, disability, worker’s compensation, personal leave or a call to active military duty, as required by USERRA. Employee contributions, if any, must be continued in the same manner as when the employee was actively at work. Coverage will be cancelled if employee contributions are not paid.

**Section 25.10 Employee Premium Contributions:** Employees who elect medical and non-medical coverage options shall pay for benefits consistent with the following:

BENEFIT	EMPLOYER	EMPLOYEE
<b>Medical*</b>		
Bronze Limited Network Plan	90% Company paid	10% Associate paid
Bronze Plus Plan	90% Company paid	10% Associate paid
Silver Plus Plan	90% Company paid	10% Associate paid
Gold Plus Plan	80% Company paid	20% Associate paid
Medical carriers based on associate's home ZIP code.		
<b>Dental</b>		
Basic Dental	90% Company paid	10% Associate paid
Comprehensive Dental	80% Company paid	20% Associate paid
<b>Vision</b>		
Basic Vision	n/a	100% Associate paid
Comprehensive Vision		100% Associate paid
<b>Basic Life<sup>1</sup></b>		
\$10,000	100% Company paid	
<b>A&amp;S Short-Term Disability**</b>		
60% up to \$300 weekly benefit		
1st Day Accident, 8th Day Illness/Hospitalization		
26 Weeks Maximum Duration		



\*Surcharges for spouse medical and tobacco use apply.  
 \*\* Short Term Disability is not offered to Team Member associates who work in a state with state provided disability benefits.  
<sup>1</sup> Coverage is reduced on January 1 by 35% following associate's 65th birthday and 50% following associate's 70th birthday.

INCOME PROTECTION INSURANCE	EMPLOYER	EMPLOYEE
<b>Long-Term Disability</b> <sup>2,3</sup> Choice of \$500; \$750; \$1,000; \$1,250 or \$1,500		100% Associate paid; age rated
<b>Supplemental Life</b> <sup>1,3</sup> Choice of \$10,000; \$25,000; \$50,000; \$100,000; \$150,000; \$200,000 or \$250,000		100% Associate paid; age rated
<b>Spouse Life</b> <sup>3</sup> Choice of \$10,000; \$20,000; \$30,000; \$40,000 or \$50,000		100% Associate paid; age rated
<b>Child(ren) Life</b> <sup>3</sup> Choice of \$5,000 or \$10,000		100% Associate paid
<b>Accidental Death &amp; Dismemberment (AD&amp;D)</b> <sup>1,3</sup> Choice of \$25,000; \$50,000; \$100,000; \$150,000, \$250,000 or \$500,000		100% Associate paid
<b>Spending Accounts</b> Healthcare FSA and Dependent Care Account		100% Associate paid



<sup>1</sup> Coverage is reduced on January 1 by 35% following associate's 65th birthday and 50% following associate's 70th birthday.  
<sup>2</sup> LTD coverage can not exceed 60% of earned wages.  
<sup>3</sup> After the initial election, coverage can be increased by only one level each enrollment period. For associates on an approved Leave of Absence (LOA), the effective date of enrollment into or an increase to Basic Term Life, Supplemental Term Life, Spouse Term Life, Child(ren) Term Life, Disability insurance and/or AD&D will be delayed until the day you return to work.

## MEDICAL SURCHARGES

SERVICES	WEEKLY	BI-WEEKLY	WEEKLY EDUCATIONAL	BI-WEEKLY EDUCATIONAL
<b>Tobacco</b> There is an additional charge (surcharge) for associates that use tobacco products and enroll in a Compass Group medical plan. The tobacco surcharge does not apply to dependents or premiums for dental and vision coverage.	\$24.00	\$48.00	\$34.67	\$69.33
<b>Working Spouse/Domestic Partner</b> 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.	\$24.00	\$48.00	\$34.67	\$69.33

Compass Group, at its sole discretion, reserves the right to amend, suspend, or discontinue, in whole or in part, any or all the benefit plans at any time. Although this summary is intended to be accurate, if there is a conflict between this summary and the terms of the official plan documents, the official plan documents will govern.

**Section 25.11 Continuation of Contributions – Summer Layoff:** Employees enrolled in Employer benefits will make employee contributions for twelve month benefit coverage on a school-year (October - June) only basis . Associates shall have their employee contribution rate adjusted on a benefit year basis (January - December, such that July, August, and September employee contributions premiums are paid during the school year. Employees must be on active status or an approved FMLA at the time of seasonal layoff.

## Article 26 – Chartwells 401(k) Retirement Savings

**26.1 401(k) 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 and/or amended from time to time by the Board of Directors of the Employer (or its Delegate) in its sole discretion, without bargaining with the Union. Please refer to the Summary Plan Description for details regarding the plan.

The Employer shall provide employees with the COMPASS GROUP RETIREMENT 401(k) PLAN (herein Summary Plan Description).

**26.2 Qualified Matching Contributions:** Effective September 1, 2024 the Employer will match at a contribution rate of thirty-five percent (35%) of an employee's election to defer compensation to the plan up to six (6%) percent of their pay each pay period (\$0.35 Employer match for each \$1.00 contributed by an employee). Any changes shall be governed by the Plan.

**26.3 Annual Retirement Security Savings Incentive (separate from 401K Plan):** Any bargaining unit employees who elects to contribute up to 4% of their income for the majority of the academic year (at least six months) shall receive an annual payment security savings incentive. The incentive shall be calculated based on the difference between \$1.00 and amount already contributed by the employer (currently \$0.35) for each dollar of employee payroll contributions up to four percent (4%) on annual compensation. The annual deposit will be grossed up and will be paid via normal payroll cycle on first paycheck received after September 1<sup>st</sup> annually.

I.e. if the Company contribution is currently \$0.35 (35%) the match would be \$0.65 (65%) of 4% of earnings employee has contributed.

**Section 26.4 Eligible Earnings:** Eligible Earnings includes regular pay, overtime, vacation pay, sick pay, holiday pay, but excluding Company contributions for benefits (i.e., group insurance, life insurance, etc).

**Section 26.5 401(k) Benefits Available during a Leave of Absence:** Eligible employees who are on approved paid leave of absence may participate by continuing to make contributions to the Hourly 401 (k) Plan.

## Article 27 - Sick Leave

### Section 27.1-Sick Leave Accrual:

**27.1.1 Thirty Hour Plus Employees:** Employees who are regularly scheduled to work thirty (30) hours or more per week shall accrue sick leave for all hours worked, including overtime, at a rate of one (1) hour accrued for every forty (40) hours worked, but not less than one per month up to seven (7) days during the academic year and shall accrue an additional day of sick leave for each month they work beyond the academic year (*ex: employees who work the summer schedule will accrue an additional day(s) of sick leave if they work any portion of hours in July and August*).

**27.1.2 Less than Thirty Hour Employees:** Employees who are regularly scheduled to work less than thirty (30) hours per week will accrue sick leave for all hours worked, including overtime, at the rate of one (1) hour for every forty (40) hours worked.

**Section 27.2 Authorized Uses:** An Employee may use accrued sick leave for the following purposes:

1. Mental/Physical Illness, Injury, or Health Condition for themselves or family member,
2. Treatment of Mental/Physical Illness, Injury, or Health Condition for themselves or family member,
3. Preventative Medical Care for themselves or family member,
4. Employer is closed by order of a public official for any health-related reason,
5. Employee's child's school or place of care is closed by order of a public official for any health-related reason,
6. Absences that qualify for leave under the Washington State Domestic Violence Leave Act
7. To attend to personal business such as legal proceedings, school meeting and vehicle registration,

**Section 27.3 Definition of Family Member:** The definition of 'Family Member' for these Employees shall include Parent, Child, Spouse, Registered Domestic Partner, Sibling, Grandchild, Grandparent. Child and Parent shall include biological, adopted/adoptive, foster, de facto, step, in loco parentis, and legal guardian.

**Section 27.4 Sick Leave Leave Usage:** Employees shall use PTO in time increments consistent with the Employers payroll time tracking system, currently, one minute increments.

### Section 27.5 Reasonable Notice [WAC 296-128-650]:

**27.5.1 Foreseeable Needs:** Sick leave requests for a foreseeable need must be submitted in writing on the Employer's sick leave/Vacation/Floating Holiday Request Form with as much advanced notice as possible, but in no case later than two (2) days prior to the date the schedule is posted. Sick leave requests that are submitted two (2) weeks in advance shall be granted by the Employer by seniority, subject to business requirements.

**27.5.2 Unforeseeable Needs:** In the event of an unforeseeable need the employee must provide notice as soon as possible, but at least two (2) hours before the start of the shift, unless it is not practical to do so.

**27.5.3 Accountability:** Employees will not be assessed an occurrence under the Employer's attendance policy when sick leave is used for a reason permitted by this Article [see section 27.2, items 1 through 7], However, an employee who fails to call off in accordance with the above requirements may be subject to progressive discipline and shall not be paid sick leave, when the sick leave is not for an authorized use.

**Section 27.6 Verification of Absences:** For absences exceeding three (3) days, the Employer may require verification that the use of sick leave was appropriate. Such verification may not result in an unreasonable burden or expense on the employee.

**Section 27.7 Rate of Pay:** For each hour of sick leave used, an employee shall be paid their normal hourly rate of pay. Sick leave shall be calculated by multiplying the employee's regularly scheduled daily hours by the employee's regular straight time hourly rate.

**Section 27.8 Carry-over:**

**Thirty Hour-plus Employees:** Employees who are regularly scheduled to work thirty (30) hours or more per week shall be able to carry-over, from year to year, up to a maximum of ninety-six (96) hours of sick leave. Any sick leave hours accrued during a given year beyond the ninety-six (96) hour maximum carry-over shall be forfeited if not used prior to the carry-over date.

**Less than Thirty Hour Employees:** Employees who are regularly scheduled to work less than thirty (30) hours per week shall be able to carryover from year to year up to forty (40) hours of sick leave.

**Section 27.9 Separation and Reinstatement:** When an employee leaves the Employer accrued but unused sick leave is not paid out except as required by applicable law. If an employee separates from employment and is rehired by the Employer within twelve (12) months, the Employer shall reinstate the employee's previously accrued, unused sick leave.

**Section 27.10 Washington Paid Family Medical Leave:** The Employer complies with the Washington State Paid Family Medical Leave (PFML) program. Premiums are established by the State of Washington. Employees will pay the designated employee share of premiums via payroll deduction and the Company will pay the designated employer share.

**Section 27.11 Sick Leave on Extra Hours Assignment Option:** Employees who accept and are scheduled for extra hours/overtime work who call in sick may, at their option, submit for and be paid sick leave for the time lost due to an eligible use consistent with this Article. Such sick leave pay shall be at the regular rate of pay.



## Article 28 - Vacation

Employees who are regularly scheduled to work at least thirty (30) hours per week are eligible for paid vacation. Accrued vacation may be used after completion of six (6) months of service.

Annual vacation accruals are based on years of service. Employees will stop accruing vacation once they reach the maximum vacation accrual, and vacation accruals will resume after the employee’s vacation balance is reduced below the maximum accrual. The chart below summarizes the accrual schedule and maximum vacation accrual for eligible employees.

Years of Service	Vacation Accrual Rate per Month	Vacation Accrual Rate per Year	Maximum Vacation Accrual
1	.416 days	5 days (up to 40 hours)	5 days (up to 40 hours)
3	.833 days	10 days (up to 80 hours)	10 days (up to 80 hours)
8	1.25 days	15 days (up to 120 hours)	15 days (up to 120 hours)
13	1.67 days	20 days (up to 160 hours)	20 days (up to 160 hours)

After the completion of six (6) months of service an employee may request to take accrued vacation by completing the Company’s sick leave/Vacation/Floating Holiday Request form. Requests for vacation are subject to manager approval. Vacation requests that are submitted two (2) weeks in advance shall be granted by the Company by seniority, subject to business requirements.

Vacation pay shall be calculated by multiplying the employee’s regularly scheduled daily hours by the employee’s regular straight-time hourly rate.

Upon termination of employment or upon changing to non-benefits status, all unused vacation will be paid out at the employee’s current regular rate of pay.

## Article 29 – Holidays

During the term of this Agreement regular full-time and part-time employees who have completed their probationary period with the Company shall be eligible for the following paid holidays:

- MLK Day
- President’s Day
- Memorial Day
- Thanksgiving Day
- Day after Thanksgiving Day

## Floating Holiday

Employee(s) with five (5) or more years of The Company employment will be eligible for an additional paid holiday on Veteran's day.

Employee(s) with ten (10) or more years of The Company employment will be eligible for an additional paid holiday on Indigenous People's Day (*second Monday each October*) day.

Employees that are required to work on Christmas Eve, Christmas Day, New Year's Day or Independence Day will be compensated at their regular rate of pay plus holiday pay.

**Eligibility:** Regular full time and part time employees that have completed their probationary period shall be eligible to receive holiday pay provided that:

1. The employee must work their complete scheduled workday prior to and following the holiday to be eligible for and receive holiday pay.
2. The employee must work the complete scheduled holiday or the employee shall forfeit holiday pay for that day.
3. An employee on lay off or leave of absence is not eligible for holiday pay when the holiday occurs during the lay off or leave of absence.

**Holiday Pay:** Holiday pay for eligible employees shall be calculated by dividing the employee's regularly-scheduled weekly hours by five (5) and multiplying by the employee's regular straight-time hourly rate.

Employees scheduled to work on a paid holiday shall be paid their regular straight-time hourly rate for all hours worked on the holiday in addition to their holiday pay.

In the event that any paid holiday falls during an employee's annual vacation, said vacation shall be extended by an amount equal to the number of holidays occurring during the vacation.

**Floating Holiday:** The employee is required to complete the Company's sick leave/Vacation/Floating Holiday Request form and receive manager approval. Floating Holiday requests must be submitted with as much advanced notice as possible, but in no case later than two (2) days prior to the date the schedule is posted. Floating Holiday requests that are submitted two (2) weeks in advance shall be granted by the Company by seniority, subject to business requirements. The Floating Holiday must be utilized during the contract year or it is forfeited. When an employee leaves the Company, the unused Floating Holiday is forfeited.

The Company shall post a report of unused vacation, PTO and floating holiday balances each November and May.

## **Article 30 - Savings Clause**

It is the intent of the parties to abide by all applicable Federal, State, and local statutes covering the subject matters of this Agreement. Should any provision of this Agreement be declared illegal all other provisions of this Agreement shall remain in full force and effect.

## **Article 31 – SUCCESSORS AND ASSIGNS**

This AGREEMENT shall be binding upon any successors, administrators of trustees of the Employer, for the life thereof. In the event that the entire operation is transferred to or taken over by any successors, administrator, or trustee, such operation of this AGREEMENT shall continue for the term as defined in ARTICLE 31 Duration. The Union shall be advised of the exact nature of any transaction as far in advance as possible.

## Article 32 - Duration


This Agreement shall be effective from September 1, 2024 through August 31, 2026. This Contract shall automatically renew from year to year after August 31, 2024, unless notice, in writing, is given sixty (60) calendar days prior to the expiration date by either party that such party terminates the Agreement on the expiration date. Failure by either party to give such notice shall be deemed to be consent to a renewal of this Agreement for a period of one (1) year from the termination date affixed herein.

Should negotiations be commenced to amend or modify this Agreement, the entire Agreement shall be extended and remain in full force and effect during the period of such negotiations until such time as a new Agreement is signed or either party terminates the extension period by giving the other party written notice by certified or registered mail. The extension of this Agreement will terminate thirty (30) calendar days after notice of termination is received.

**COMPASS GROUP USA through its  
CHARTWELLS DIVISION (WWU):** 9/9/2024

DocuSigned by:  
  
67348B14EC5D4EC...

Kyle Ott, Regional Vice President

Signed by:  
  
1524CF734BBE4DF...

Shane Luxton, Senior Director Labor

Relations  
DocuSigned by:  
  
883A263FD8CA47A...


Robert Williams, West Coast Labor  
Relations Director

Signed by:  
  
484CADD33AD040F...

Andrew Gaynor, District Manager

Signed by:  
  
E04C62BF880246E...

Paul Wilson-Scott, Resident District Manager

Signed by:  
  
CACCC7304C51472...

Rachel Tucker, Senior Human Resources  
Generalist


**SEIU Local 925:** 9/9/2024

DocuSigned by:  
  
09E0E2751AED461...

Brandon Tippy, Internal Organizer

Signed by:  
  
A05016982D7B4E1...

Chrispy Stift, Chapter President

Signed by:  
  
B804924F40C4455...

Nicole Meinzer, Vice President

Signed by:  
  
03C1CBE8165746A...

Ester Tomelloso, Steward

DocuSigned by:  
  
3010413CFD4044B...

Marc Gideon, Steward

## Schedule A (Continued) 2024/2025

Effective September 1, 2024

WWU (Chartwells) SEIU Local 925 Wage Schedule	Minimum Wage Index	Increase % to Index	2024/25	Longevity Recognition Steps (\$0.45 per year)											
			Base Wage	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	
Driver	\$4.00	3.08%	\$21.28	\$21.73	\$22.18	\$22.63	\$23.08	\$23.53	\$23.98	\$24.43	\$24.88	\$25.33	\$25.78	\$26.23	
Cashier/Food Service Associate	\$1.50	5.77%	\$18.78	\$19.23	\$19.68	\$20.13	\$20.58	\$21.03	\$21.48	\$21.93	\$22.38	\$22.83	\$23.28	\$23.73	
Lead Food Service Associate 1	\$4.00	3.08%	\$21.28	\$21.73	\$22.18	\$22.63	\$23.08	\$23.53	\$23.98	\$24.43	\$24.88	\$25.33	\$25.78	\$26.23	
Lead Food Service Associate 2	\$5.50	1.80%	\$22.78	\$23.23	\$23.68	\$24.13	\$24.58	\$25.03	\$25.48	\$25.93	\$26.38	\$26.83	\$27.28	\$27.73	
Food Prep Associate	\$1.50	5.77%	\$18.78	\$19.23	\$19.68	\$20.13	\$20.58	\$21.03	\$21.48	\$21.93	\$22.38	\$22.83	\$23.28	\$23.73	
Lead Food Prep Associate	\$2.00	5.16%	\$19.28	\$19.73	\$20.18	\$20.63	\$21.08	\$21.53	\$21.98	\$22.43	\$22.88	\$23.33	\$23.78	\$24.23	
Baker	\$2.00	5.16%	\$19.28	\$19.73	\$20.18	\$20.63	\$21.08	\$21.53	\$21.98	\$22.43	\$22.88	\$23.33	\$23.78	\$24.23	
Lead Baker	\$4.50	2.63%	\$21.78	\$22.23	\$22.68	\$23.13	\$23.58	\$24.03	\$24.48	\$24.93	\$25.38	\$25.83	\$26.28	\$26.73	
Cook 1	\$2.00	5.16%	\$19.28	\$19.73	\$20.18	\$20.63	\$21.08	\$21.53	\$21.98	\$22.43	\$22.88	\$23.33	\$23.78	\$24.23	
Cook 2	\$3.50	3.55%	\$20.78	\$21.23	\$21.68	\$22.13	\$22.58	\$23.03	\$23.48	\$23.93	\$24.38	\$24.83	\$25.28	\$25.73	
Lead Cook	\$5.00	2.20%	\$22.28	\$22.73	\$23.18	\$23.63	\$24.08	\$24.53	\$24.98	\$25.43	\$25.88	\$26.33	\$26.78	\$27.23	
Sous Chef	\$7.72	NA	\$25.00	\$25.45	\$25.90	\$26.35	\$26.80	\$27.25	\$27.70	\$28.15	\$28.60	\$29.05	\$29.50	\$29.95	
Utility Associate	\$1.00	6.42%	\$18.28	\$18.73	\$19.18	\$19.63	\$20.08	\$20.53	\$20.98	\$21.43	\$21.88	\$22.33	\$22.78	\$23.23	
Lead General Utility Associate	\$2.50	4.60%	\$19.78	\$20.23	\$20.68	\$21.13	\$21.58	\$22.03	\$22.48	\$22.93	\$23.38	\$23.83	\$24.28	\$24.73	
<i>*Expect additional adjustment on January 1, 2025, May 1, 2025, and January 1, 2026.</i>															
Minimum Wage	\$17.28														
Longevity Rate	\$0.45														

All non-probationary employees shall be eligible for a one time ratification bonus equal to \$400.00 for full time employees and \$200.00 for part time employees. Such bonus shall be include applicable taxes and withholdings and be paid on the first pay period after September 1, 2024. Employees may choose to waive their contractual right to the ratification bonus.

# LETTER OF AGREEMENT

## COMPASS GROUP USA through its CHARTWELLS DIVISION

and

## SEIU LOCAL 925

### Bargaining Unit Reintegration and Modified Titles

The Union and Employer agree to bargaining unit inclusion of job titles, treatment of included job incumbents, and integration or combination of job titles with job function as follows:

**Sous Chef Positions and Incumbents:** The Union and the Employer agree the Sous Chef position will be reincorporated into the bargaining unit and incumbent employees shall be introduced to the Union consistent with the Collective Bargaining Agreement. The parties will integrate the wage rates into the wage schedule. Employees with previous bargaining unit experience shall have their previous seniority in the bargaining unit reinstated minus such time spent out of the bargaining unit.

**Supervisor Job Titles:** The Union and Employer agree the Food Service Supervisor I and Food Service Supervisor II job titles shall be changed to Lead Food Service Associate 1 and Lead Food Service Associate 2.

**For Employer:**

*Kylene Ott*  
67348B14EC5D4FC

Kylene Ott,  
Regional Vice President

Date: 9/9/2024

**For Union:**

*Brandon D. Tippy*  
09E0E2754AED461...

Brandon Tippy,  
Internal Organizer

Date: 9/9/2024