AGREEMENT

BETWEEN

CHARTWELLS, a division of COMPASS GROUP
at

ST. CLOUD STATE UNIVERSITY

and

THE AMERICAN FEDERATION
Of
STATE, COUNTY, AND MUNICIPAL EMPLOYEES
COUNCIL 5
LOCAL 753

EFFECTIVE JULY 1, 2019 thru JUNE 30, 2022

32542, 32938, 32939, 32940, 32941, 32942
32943, 32944, 32945, 32946, 32947, 32948

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This Agreement is entered into by and between CHARTWELLS, a division of Compass Group at St. Cloud State University, 720 4th Avenue, South, St. Cloud, Minnesota 56301 (hereinafter referred to as "the Employer" or "the Company") and the American Federation of State, County and Municipal Employees (AFSCME), Council 5, AFL-CIO (hereinafter referred to as "the Union"), with the purpose and intent promoting harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

This Agreement supersedes all prior agreements, understandings, and practices, oral or written, express or implied, between the parties, and shall not be changed or modified unless such change or modification is agreed to by both parties in writing.

ARTICLE 1 - RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for all full-time and regular part-time food service employees, who work twenty (20) or more hours per week, including lead employees, who are employed by the Employer at its food service facilities at St. Cloud State University, excluding office clerical employees, casual and temporary employees, student employees, guards, and supervisors, as defined in the National Labor Relations Act, as amended.

ARTICLE 2 - DEFINITIONS

Section 1. Full-Time Employee. A "full-time employee" is one who regularly works thirty (30) or more hours per week.

Section 2. Part-Time Employee. A "part-time employee" is one who regularly works less than thirty (30) hours per week.

Section 3. Casual Employee. A "casual employee" is one who is scheduled to work on an as needed, non-regular basis.

Section 4. Temporary Employee. A "temporary employee" is one who is not employed in excess of one (1) school semester.

Section 5. Measurement Period. New employees are classified full time based on proposed schedules of thirty (30) or more hours per week or part time based on proposed schedules of less than thirty (30) hours per week. Each Fall, the formula is used to determine eligibility. The formula is total number of hours worked in the previous year (October through September) divided by the number of weeks in which the associate had pay. If the employee averages thirty (30) or more hours per week using the formula, they are considered full time. If not, they are classified as part time.

ARTICLE 3 - UNION SECURITY

Section 1. Agency Shop. Any present or future employee who is not a Union member, and who does not make application for membership, shall, as a condition of employment, pay to the Union each payroll period a service charge as a contribution towards the administration of this Agreement in an amount that is in compliance with the law and as determined by AFSCME Council 5, and Local 753.

Employees who fail to comply with this section shall be discharged by the Employer within thirty-one (31) days after receipt of written notice to the employee and Employer from the Union.

The Union agrees to indemnify and hold the Employer harmless from any loss resulting from complying with such request from the Union.

Section 2. New Employees. The Employer agrees to furnish the Local Union Steward with the name and address of all new employees within five (5) days of the date of their hire.

Section 3. Check-off. The Employer agrees to deduct bi-weekly from the wages of employees who authorize such deductions in writing, an amount sufficient to provide for the payment of Union membership dues or service fees as established by the Union. The amounts to be deducted shall be certified to the Employer by the Union and the aggregate deductions of all such employees shall be remitted together with an itemized statement, to the Union, by the twenty-fifth (25^{th}) day of the month following the month in which deductions are made.

Authorizations for such deductions shall be irrevocable during the life of this Agreement, or if not permitted, then in accordance with applicable law.

Section 4. Political Action Committee (PAC). The Employer shall deduct bi-weekly a flat dollar amount from the gross wages or salary of each employee who voluntarily executes the "PEOPLE" political action committee (PAC) payroll deduction authorization form the contributions so authorized on that form, and remit those contributions to the Union at the same time that the Employer remits to the Union the Union dues that are separately voluntarily authorized by employees to be deducted from their gross wages or salaries and remitted to the Union pursuant to Article 3, Section 3 of this Agreement. The Employer may remit PAC contributions and Union dues to the Union by a single check, or by separate checks. With each PAC contribution remittance, the Employer shall provide the Union with a written itemization setting forth as to each contributing employee his or her name, Social Security number and total contribution amount. The employee may revoke the "PEOPLE" check-off authorization at any time by giving written notice to the Employer and the Union.

Section 5. Successor. This Agreement shall be binding in all respects on the parties and their successors

ARTICLE 4 - NON-DISCRIMINATION

Section 1. The Employer and the Union agree that neither of them will discriminate against or harass any of the Employer's employees because of the employee's race, color, religion, sex, sexual orientation, age, national origin, disability, veteran status or any other personal characteristic that is protected by applicable law. The Employer and the Union also agree that neither of them will retaliate against any of the Employer's employees who complain of discrimination or harassment or who participate in an investigation regarding discrimination or harassment.

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 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 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 4. The Employer agrees not to interfere with the rights of employees to become members of the Union and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative, the Union or any Union Representative, or fellow employee against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union, which is in accordance with the provisions of this Agreement.

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

ARTICLE 5 - LABOR-MANAGEMENT COMMITTEE

The Employer and Union agree that there shall be a Labor-Management Committee consisting of no more than four (4) individuals from each party, depending on unit size. Committee members shall be designated, in writing, by each party to the other. Meetings will be held at mutually agreeable times and places so as to apprise the other of problems, concerns and suggestions related to the operations and the work force, all with the aim of promoting better understanding between the parties. Meetings will be held within fifteen (15) days after either party so requests, but not more than one time each month during the academic year. A written agenda shall be established for each meeting and shall be presented between the parties a minimum of forty-eight (48) hours in advance of the scheduled meeting. Said agenda may be amended by mutual agreement at the 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 meetings.

ARTICLE 6 - HOURS OF WORK

Section 1. Work Day. Seven and one-half (7 ½) consecutive hours shall constitute the normal work day and work shift. There shall be no split shifts.

Section 2. Work Week. Five (5) seven and one-half (7 ½) hour days within the seven (7) day period Friday through Thursday, inclusive, shall constitute the normal work week.

Section 3. The "workweek" shall consist of a seven (7) day payroll period beginning at 12:00 a.m. Friday and ending at 11:59 p.m. Thursday. The parties understand and agree that the beginning and end of the workweek may change as a result of changes to the Employer's payroll or timekeeping systems. The Employer will contact the union at least two weeks before any change in the payroll period.

Section 4. The text in this Article shall not establish a guaranteed work schedule, number of days or hours to be worked in a work week, or the hours to be worked in a day.

Section 5. Work Schedules. Work schedules showing the employees' hours, work days, and shifts shall be posted on the department bulletin board seven (7) days in advance of their effective date. When changes

are posted differing from an employee's normal work schedule, the employee shall also be notified verbally of such change.

Section 6. Paid Rest Periods. All employees shall be granted a fifteen (15) minute paid rest period for each four (4) hours worked. Any employee scheduled to work seven and three-quarters (7 3/4) or more hours shall receive two (2) fifteen (15) minute paid rest periods. No employee shall work more than four (4) straight hours without being given a rest period. Employees who work actually work ten (10) or more hours in a work day, shall receive an additional fifteen (15) minute rest period. Breaks will be scheduled by the manager.

Section 7. Meals and Meal Periods. All employees, working six (6) or more hours in a day shall be granted a thirty (30) minute unpaid meal period. The unpaid meal period shall be scheduled by the manager at a time that does not affect efficient operations

The Employer shall provide a free, wholesome meal, as determined by management, to each employee for each day worked.

Section 8. Reporting Pay. Regularly scheduled employees shall be guaranteed a minimum of one-half (1/2) of their regularly scheduled hours at their applicable rate on a day they are required to report to work, unless the Employer notifies them not to report to work at least two (2) hours in advance by calling them at their last known telephone number or other reliable means of communication provided by the employee to the Employer. This section shall not apply in cases of fire, flood, natural disaster, utilities failure, or an Act of God.

The provisions of the foregoing paragraph of this section shall not apply to an employee's attendance at mandatory meetings held by the Employer for which a session has been scheduled to begin or end within two (2) hours of the employee's scheduled shift. In such cases, employees will be paid for actual time spent at the applicable rate for their regular job classification.

Section 9. Call Back. Any employee called back to work outside of his/her regularly scheduled shift shall be paid for a minimum of three (3) hours at the rate of time and one-half ($1\text{-}^1/_2$).

Section 10. Before being offered to student and casual employees, additional hours of work shall be first offered to Union employees, if they are available.

Section 11. Work Beyond Scheduled Hours (Extra Work). The Employer has the right to require employees to work beyond their scheduled hours for the day (extra work) as may be necessary to meet operating requirements. In the event this is required, the General Manager or his/her designee will use the procedures below, by location (that is, Atwood, Garvey Kitchen and Garvey Service Area), in the order in which they appear

a. If the employee is at work and it is within their classification, they will be asked.
b. Volunteers will be asked beginning with qualified employees with the greatest Company seniority.
c. If no qualified employees who are at work volunteer for the work, then the qualified employee(s) with the least Company seniority who are at work will be required to perform the work.
d. If the qualified employee(s) with the least Company seniority who are at work refuse the extra work, then the Employer may use employees from any available source to perform the work (for example, students, casuals, management).
e. In order to minimize overtime, the Employer may elect not to follow the procedures

described in subsections (a) through (c) of this Section 8, and may instead use employees scheduled to work less than eight (8) hours in the work day and/or forty (40) hours in the work week.

Section 12. Summer hours presented to employees shall be first offered to the most senior employee(s) by job class, who are qualified to perform the work. Should the most senior employee choose not to accept the hours, the hours shall then be offered to the next most senior employee. In the event all employees decline the summer hours, the employer shall have the right to assign hours based upon inverse seniority among employees in the class.

For purposes of this Section, in an effort to allow employees who volunteer the ability to maximize their hours during the summer months, employees shall be eligible to work split-shifts and shall not be subject to Sections 1, 8, and 9 of Article 6 (Hours of Work) of this Agreement.

The parties agree to discuss specific issues regarding upcoming Summer Schedules each Spring in a Labor-Management committee meeting.

ARTICLE 7 - HOLIDAYS

Section 1. Recognized Holidays. Christmas Day, New Year's Day, Thanksgiving Day and the Friday after Thanksgiving shall be recognized and observed as paid holidays. Eligible employees shall receive holiday pay in an amount equal to the employee's regularly scheduled hours of work per day, for each of these holidays. "Eligible employees" shall mean a regular full-time or part-time employee who is in active payroll status, i.e. must have worked on his/her last regularly scheduled day of work immediately preceding a holiday and worked his/her first regularly scheduled day of work immediately following the holiday. Regularly scheduled days shall include paid vacation days, jury duty, paid bereavement days or paid sick days. Holidays shall be observed in accordance with the holiday schedule established by St. Cloud State University.

Section 2. Holiday Work. If an employee works in any of the holidays above, he/she shall be paid at the rate of time and one-half (1 ½) for each hour worked, in addition to his/her regular.

Any employee that is scheduled, and works, on Easter Day, Martin Luther King Day, Memorial Day, July 4th, or Labor Day shall be compensated at the rate of time and one-half (1 1/2) for all hours worked.

Section 3. Holiday Hours. For the purpose of computing overtime, all holiday hours worked for which an employee is compensated shall be regarded as hours worked.

Section 4. Employees shall receive double time for all overtime hours worked on a recognized holiday.

ARTICLE 8 – VACATIONS

Section 1. Vacation Accrual. Until September 30, 2019, all full-time employees covered by this Agreement shall accrue vacation time based upon a thirty-three (33) week academic year or thirteen hundred twenty (1320) annual hours. Vacation shall be determined based on length of service as follows:

- Employees hired onto the payroll until they complete sixty (60) months of service as of October 1st, they shall accrue .0607 hours of vacation pay per hour worked, up to a maximum of eighty (80) hours in a year.

- For employees with at least sixty (60) months of service, or more, as of October 1st, they shall accrue .0910 hours of vacation pay per hour worked, up to a maximum of one-

hundred and twenty (120) hours in a year.

Commencing October 1 2019, all full-time employees covered by this Agreement shall accrue one (1) vacation day for each month in which they had actual time worked, up to a maximum of ten (10) days' vacation leave per year.
Any employee who has more than ten (10) years of service as of October 1, will accrue one (1) vacation day for each month they had time worked, plus be credited with an additional two (2) up to a maximum of twelve (12)

Section 2. Vacation time shall vest on October 1st, of each year - that is, as of October 1st, the vacation earned from the previous October 1st through September 30th of the current year, is available to be used by employees. Employees with less than twelve (12) months of service as of October 1st shall receive an allotment equal to their accrual from their date of hire until October 1st.

Section 3. Notwithstanding the fact that the accrual rate is based upon a thirty-three (33) week academic year, employees shall accrue vacation time up to the maximum stated for all hours worked between the period of October 1st and October 1st of the following year.

Section 4. The parties also agree that should the Employer's payroll system allow the ability for vacation time to be automated to allow the calculation of vacation time, that these rates shall be used for the purposes of doing so.

Section 5. Vacation Pay. The rate of vacation pay shall be at the regular straight time rate of pay in effect for the employee's regular job during the vacation period times the number of hours the employee is regularly scheduled to work per week.

Section 6. Vacation Period. Vacations shall normally be taken during periods when food service operations are curtailed. The Employer shall give reasonable consideration to requests for vacation, taking into account the Employer's ability to provide staff coverage for the employee, the employee's seniority, and the reasons the employee is requesting the vacation. Vacations shall be granted at the time requested by the employee provided such vacation does not interfere with the efficient operation of the food service. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee who first requests the time off shall be given his/her choice of vacation period in the event of a conflict; if more than one person makes a request on the same day for the same day off, then the employee with the greater seniority will be granted the day off.

Section 7. Employee vacation requests shall be answered and returned, in writing, to the employee within seven (7) calendar days

Section 8. Vacation earned under this Agreement may not be carried over from year to year. Employees who have not used their allotted vacation time in a given year shall be paid out for such time prior to October 1st.

Section 9. Vacation Changes. Should an employee becomes sick or injured prior to the commencement of their scheduled vacation and whose illness or injury disables them through the entire period of their scheduled vacation, shall at their option, receive vacation pay for their scheduled vacation or receive sick pay for this period of time and have their vacation rescheduled. An employee cannot receive both sick pay and vacation pay for the same period. Such notice shall be accompanied by adequate proof of such illness or disability and shall be given to the Employer as soon as possible after the illness or disability occurs.

Section 10. Vacation Rights. Any employee who has vested vacation time as of October 1st of a given year and is permanently laid-off, discharged, or otherwise separated from the service of the Employer for any reason shall be entitled to all hours accrued at their time of separation in addition to any hours of vested vacation that are unused at the time of their separation at their then current rate of pay on the next regular payroll period.

ARTICLE 9 - SICK LEAVE

Section 1. All full-time employees shall be eligible for sick leave. Until September 30, 2019 full time employees shall accrue .0304 hours of sick leave pay per hour worked, up to a maximum of forty (40) hours earned in a year.
Commencing October 1, 2019 full-time employees who have completed their probationary time will accrue three (3) hours for each month in which they had actual-time worked up to a maximum of thirty (30) hours Until September 30, 2019. Employees are not eligible to use their accrued sick leave pay during the first four (4) months of their employment. Accrued sick leave shall vest at the end of each pay period.

Sick hours shall be paid at the employee's regular hourly rate times their regularly scheduled daily hours at the time of the absence.

Section 2. Utilization. Sick time is an income protection benefit to be utilized in the event of an illness or injury which prohibits the employee from reporting to work. Employees shall be granted sick leave with pay for absences necessitated by reason of any sickness or disability which renders the employee unable to perform the duties of his/her employment; for reasons of medical or dental care; for exposure to serious contagious disease; or by illness of his/her spouse or minor dependents or parents, for such periods as attendance shall be necessary, and for other relatives and circumstances in accordance with Minnesota state law.

When practicable, employees shall submit written requests for sick leave in advance of the period of absence. When advance notice is not possible, employees shall notify their supervisor (or Employer designee) by telephone or other means at the earliest opportunity but at least two hours before the shift. Employees shall be required to make one (1) phone call speaking to a person or leaving a message at an Employer designated number to report illness.

The Employer may require an employee to furnish a statement from a medical practitioner for absences in excess of three (3) consecutive work days or in instances where the Employer has substantial reason to believe that an employee is abusing his/her sick leave rights.

Any employee incurring an on the job injury shall be paid the employee's regular rate of pay for the remainder of the work shift. Any necessary sick leave charges for employees so injured shall not commence until the first scheduled work day following the injury.

Section 3. Accrual. If the Employer's payroll system has the ability, the Employer shall include the employee's sick leave accrual, utilization, and balance in the employee's pay envelope. If this is not available, the Employer shall provide an individual report on September 1st or within the first pay period following September 1st of each year, to each employee showing only that employee's available sick hours for the current year. Upon request, the Employer shall provide an updated report.

Section 4. Sick Leave Bonus. Full-time employees with perfect attendance (that is, reports to work on time on each day scheduled to work) and who have not utilized sick leave during a review period shall be paid eight (8) hours' pay at their current hourly rate of pay. This shall be paid at the end of the Fall

and Spring semesters only.

The payment of the Sick Leave Bonus will be in addition to any sick hours that the employee has accrued during the review period - that is, there will be no deduction of an employee's accrued sick hours to pay for the Sick Leave Bonus.

Any absence from work on any day when an employee is scheduled to work, or could have been scheduled to work but for being absent because of leave of absence or absence due to not reporting to work due to weather, or any other absence except for absence due to paid jury duty and/or paid bereavement leave, shall result in the employee not being eligible for the sick leave bonus described in this section.

The review periods shall be August 16 to December 31 and January 1 to May 15. If an employee cannot schedule a doctor's appointment during non-scheduled work hours the employee will be granted up to a total of four (4) hours off each semester without counting this against their attendance record for purposes of sick leave bonus. The Employer may request, and if so, the employee must provide written verification from the doctor.

Section 5. Sick Leave Bonus Upon Termination. Employees with a seniority date of fifteen (15) years or more who are terminated from employment with Chartwells, including termination in the event Chartwells loses the account, shall receive a lump sum payment of fifty percent (50%) of the value of their sick leave accrual, less standard legal deductions.

ARTICLE 10-LEAVES

Section 1. Jury Duty. Employees shall be granted a leave of absence with pay, reduced by the amount of any compensation (except mileage and expenses) received from the court, any time they are required to report for jury duty or jury service up to twenty (20) days in a rolling twelve month period. At the time an employee is notified he/she may be called for jury duty, he/she shall notify his/her supervisor as soon as possible. The employee shall make every attempt to have jury duty deferred to a period when the food service operation is curtailed.

Section 2. Civic Duty. Employees required to appear before a court or other public body on any matter not related to their work and in which they are not personally involved (as a plaintiff or defendant) up to five (5) days per year. Employees must give at least forty-eight (48) hours' notice.

Section 3. Military Service. Any employee who is a member of a reserve force of the United States or of this State and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this State shall be granted an unpaid leave of absence during the period of such activity, up to a maximum of fifteen (15) full work days per year.

Section 4. Medical Leave. Employees will be granted leaves of absence without pay for medical reasons for as long as their attending physicians require, not to exceed a period of six (6) months. The Employer may request written verification from the employees' physician for the need of the leave. The continuation of insurance and the division of premium expense for insurance coverage during the medical leave is controlled by the guidelines of the Family and Medical Leave Act.

Section 5. Reasonable Purpose. Leaves of absence without pay for a limited period not to exceed thirty (30) days shall be granted for any reasonable purpose, and such leaves may be extended or renewed for any reasonable period. Reasonable purpose in each case shall be agreed upon by the Union and the Employer. Request for leaves of absence must be made in writing indicating the reasons

therefore and the requested duration of such leave. Requests for leaves of absence must be made as far in advance as possible, with a minimum of two (2) weeks' notice whenever possible. Employees are fully responsible for their insurance.

Section 6. Unpaid Personal Leave Days. Employees may request approval for up to three (3) personal leave days without pay each year (July 1st to June 30th). Request for personal leave must be made in writing to the Employer ten (10) days in advance of the leave, wherever practical, however, in all cases as soon as the employee knows of the need. The supervisor shall respond in writing to all personal leave requests within seventy-two (72) hours. Leaves will be granted on a "first come - first serve" basis, and once leave has been approved, an employee cannot be required to work.

Section 7. Union Business. The Employer will approve written requests for leave without pay, not to exceed one (1) year, for employees elected to any Union office or selected by the Union to do work which takes them from their employment with the Employer.

Section 8. Negotiations. No more than five (5) employees selected to serve on a negotiating committee will be paid for time lost when negotiations are held during their regular shift, such costs to be borne equally by the Employer and the Union. The Union agrees to notify the Employer of the names of employees selected prior to the start of negotiations.

ARTICLE 11 - OVERTIME

Section 1. Overtime Hours. All hours worked in excess of eight (8) hours in any work day; in excess of a forty (40) hour work week; before or after any regularly scheduled eight (8) hour shift; all days in excess of five (5) days in a work week (Friday through Thursday) when required by the Employer or on any holiday, shall be considered overtime. The Employer agrees to make every effort to establish schedules which do not require more than seven (7) consecutive days of work.

Section 2. Overtime Rates. All employees shall be compensated for approved overtime work at the rate of time and one-half (1 1/2) at the employee's regular hourly rate.

Section 3. Distribution of Overtime. Overtime work shall be distributed as equally as possible among employees in the same job classification and in the same work area who desire the overtime work. Work areas are Atwood, Garvey Kitchen and Garvey Service Area. An accumulative record of overtime worked and declined for each employee shall be posted on the bulletin boards.

Section 4. Pyramiding. There shall be no pyramiding of overtime hours or rates.

ARTICLE 12 - SENIORITY

Section 1. Definition. "Seniority" means an employee's length of continuous service with the Employer since his/her last date of hire.

An employee's continuous service record shall be broken for any of the following reasons. If such continuous service is broken, the employee shall be considered a new employee for all purposes, if and when rehired:

a) Resignation or other voluntary termination of employment.

b) Absence of two (2) consecutive days without notice to the Employer will ordinarily be considered a voluntary quit.

c) Discharge for just cause.

d) Layoff without recall after a period of one (1) year from the date of layoff, or for a period equal to the employee's length of service, whichever is shorter.

Section 2. Probationary period. All newly hired employees shall have a ninety (90) calendar day probationary period (exclusive of any periods of lay-off) during which time the Employer shall be sole judge of their qualifications for continuing employment and should their employment be terminated during this period, such termination shall not be subject to the grievance and arbitration provisions of this Agreement. An employee who successfully completes his/her probationary period shall be placed on the seniority list and their seniority date shall be their date of hire.

Section 3. Seniority Lists. Every three (3) months the Employer shall post on the department bulletin board a seniority list showing the continuous service of each employee. A copy of this seniority fist shall be furnished to the Local Union at the time it is posted. When two (2) or more employees have the same seniority dates, their respective positions on the seniority list shall be determined by lot.

ARTICLE 13 - PROMOTIONS, JOB VACANCIES

Section 1. When new jobs are available or when other permanent vacancies occur in the bargaining unit, or when temporary vacancies in excess of three (3) weeks occur in the bargaining unit, the Company will post the job, including the general duties and shift involved, for seven (7) consecutive calendar days on the employee bulletin boards at Atwood, Garvey Kitchen and Garvey Service Area.

Section 2. Employees desiring to apply for this job will write their names on the posted notice.

Section 3. The successful applicant will be selected on the basis of seniority, provided the employee possesses the ability and qualifications to perform the work required in the new position.

Section 4. The employee shall be provided a job description detailing the general duties of the job at the time he/she begins work.

Section 5. If the employee awarded the job decides, within ten (10) working days of the assignment, that he/she does not want the job, the employee shall be returned to the position held before the award. The Employer shall then fill the position according to Section 1 of this Article. The employee shall not be returned to the previous position until the Employer has secured a replacement or ten (10) days after the assignment, whichever comes first.

Section 6. When an employee returns from a leave of absence, the employee filling the temporary vacancy in excess of three (3) weeks will be returned to the job he/she previously held.

Section 7. An employee accepting promotion or transfer to a job within the scope of this Agreement and failing to qualify within fifteen (15) working days shall return to the job from which he/she was promoted or transferred.

Section 8. In the event no employee bids on a posted vacancy within the seven (7) consecutive calendar day period, the Employer may fill such vacancy as he sees fit, provided the position remains a Union position.

Section 9. The Employer may fill vacancies on a temporary basis during the bidding process.

Section 10. The Employer shall post temporary vacancies that are expected to last three (3) weeks of more. Any vacancy remaining after two (2) postings shall be filled in a manner determined by the Employer. It is understood that no Union member will receive a loss in hours because of a temporary placement of a Union member by the Employer into a temporary position.

ARTICLE 14 - LAYOFF AND RECALL

Section 1. In the event the Employer finds it necessary to lay off employees due to lack of work, or job abolishment, such layoffs shall be on the basis of inverse order of seniority (juniority) within the classification in which the layoff is necessary.

Section 2. Barring unforeseen circumstances, employees shall be given fourteen (14) calendar days written notice, in cases of layoff and copied to the local union steward or representative.

Prior to instituting any lay-off procedures, the Employer shall offer employees to be affected an opportunity to transfer to vacant positions which they are qualified to fill in the bargaining unit on a seniority basis.

Section 3. Laid off employees shall be given preference in reemployment if the employee possesses the minimum qualification to do the job. In the event of recall, employees shall be recalled in the reverse order of the layoff.

Section 4 Job Abolishment/Layoff. In the event of layoff or job abolishment an affected employee and the first employee bumped under the provisions of this Section will have the option to:

a. Bump the less senior employee in the employee's classification if qualified to perform the work.
b. Bump the less senior employee in an equal class provided the bumping employee is qualified to perform the job.
c. Bump the less senior employee in a lower classification provided the bumping employee is qualified to perform the job.

Any additional employee bumped by the provisions of this Section shall also be permitted to:

Bump the least senior employee in the employee's classification.

Bump the least senior employee in an equal class provided the bumping employee is qualified to perform the job.

Bump the least senior employee in a lower classification provided the bumping employee is qualified to perform the job.

In A, B, and C above, employees shall first bump the employee with the same number of hours in the same, equal, or lower classification.

Section 5. During the academic year, when there is a lack of work due to scheduled breaks, or unscheduled breaks of two (2) continuous weeks or less, then the provisions of this article shall not apply.

If there is a limited continuation of operations during a scheduled or unscheduled break during the academic year, then employees normally assigned to the operations that remain open will continue to work during the period of limited operations.

The application of the provisions of this Section 6 is not intended to affect employees' eligibility for unemployment compensation.

Section 6. Reduction in Hours. Two (2) weeks after the beginning of each semester, the Employer will notify the Union of the schedule that has been established for the remainder of the semester if possible. This schedule will take effect within thirty (30) calendar days following the beginning of the semester. When hours have been reduced, the Employer shall make every effort to reassign senior employees whose hours have been reduced and who desire more hours to job assignments with the greater number of hours, taking into consideration the factors of seniority, individual abilities, the completion of required training, and the stability of the operation.

Section 7. Lay-off Lists. Employees who are laid off, bumped, or who change job classification in accordance with the provisions of this Article shall have their name placed on a lay-off list for the class in which they formerly served, in the order of their seniority within classification for each class.

Section 8. Recall. Employees shall be recalled from lay-off in order of their rank on the layoff list. No new employees shall be hired until all employees on lay-off status, who desire to return to work, have been recalled.

Section 9. Shut-down/Start-up. On partial school days, those employees normally assigned the shift shall be scheduled. If the Employer does not need all the employees on a shift on a partial school day, the Employer shall schedule the senior employees assigned that shift to work. When the shift is needed encompasses two (2) shifts, the most senior

ARTICLE 15 - JOB SAFETY

Section 1. General. It shall be the policy of the Employer that the safety of his employees, the protection of work areas, and the prevention of accidents are continuing and integral parts of his every day operating responsibility. It shall be the responsibility of all employees to cooperate in programs to promote safety and to comply with rules promulgated to ensure safety. This employee responsibility includes the use of all safety devices provided in accordance with recognized safety procedures.

Section 2. Employee Safety. Any unsafe equipment or job conditions shall be brought to the attention of the supervisor. Any necessary protective equipment or protective clothing shall be furnished by the Employer at no expense to the employee. Employees who continue to use unsafe procedures or equipment after being instructed not to do so shall be subject to disciplinary action.

Section 3. Safety Committee. A joint Union-Management Safety Committee shall be established composed of one (1) representative of the Employer and one (1) representative of the Union from each work area. The Committee shall meet monthly to discuss safety and other matters of concern in an effort to create a better working relationship between the parties, including discussion of duties which could be done by employees on limited duty restrictions.

ARTICLE 16 - DISCIPLINE AND DISCHARGE

Section 1. Discipline. Disciplinary action may be imposed upon an employee only for just cause. Any disciplinary action or measures imposed upon an employee may be processed as a grievance through the regular grievance procedure. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.
Minor infractions, irregularities, or deficiencies shall first be privately brought to the attention of the employee.

An employee shall be permitted and the Employer is strongly encouraged to advise the employee of their right 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, discharge, suspension or other disciplinary action with respect to the employee. If the employee indicates that he/she wishes a steward to be present, and one is not available, the disciplinary meeting shall be temporarily postponed unless it is suspension or suspension with intent to discharge. In such cases, another Union Representative of the employee's choosing shall be asked to sit in as a witness. If it is not a suspension or suspension with intent to discharge, the discipline shall be delayed until the employee's next shift.

Upon written request of an employee, the contents of his/her personnel records shall be disclosed to the employee and/or his/her Union representative and/or his/her legal counsel. Disciplinary action or measures shall include only the following:

- Oral Reprimand (documented in writing);
- Written Reprimand;
- Suspension (notice to be given in writing);
- Discharge (notice to be given in writing);

The Union shall receive a copy of all written disciplinary actions and the reasons therefore.

Section 2. Discharge. The Union shall have the right to take up the suspension and/or discharge of an employee as a grievance at the second step of the grievance procedure and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary by either party Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation in cash for all lost time and with full restoration of all other rights and conditions of employment except as may be otherwise agreed to by the parties or as may be otherwise determined by an arbitrator.

Section 3. Personnel Records. Oral and written reprimands, or a written record of a suspension shall remain in the employee's personnel record, but will not be utilized for purposes of progressive discipline, after one (1) year provided that no further disciplinary action has been entered into the employee's personnel record during the year.

ARTICLE 17 - SETTLEMENT OF DISPUTES

Section 1. Grievance Procedure. Any grievance or dispute which may arise between the parties, regarding the application, meaning or interpretation of this Agreement, shall be settled in the following manner.

STEP 1. The grievance shall be submitted by the employee and/or union steward and/or Union Business Representative to the General Manager (or their designee), in writing, within fourteen (14) calendar days of when the employee and/or Union knew or should have known of the events giving rise to the grievance. However, any liability situation shall not begin until the date on which the grievance is filed.

The grievance shall set forth the alleged facts of the grievance, the specific Article(s) and Section(s) alleged to have been violated, and the remedy that is being sought.

After receiving the written grievance, the General Manager or designee, representatives of the Union, the shop steward, and the employee or employees involved, will meet to discuss the grievance within seven (7) calendar days of receipt of the written grievance. Thereafter, the General Manager or designee shall provide a written response to the Union representative within seven (7) calendar days after the meeting.

STEP 2. If not resolved satisfactorily at Step 1, the grievance shall be submitted in writing to the District Manager or their designee by the Union's Representative or their designee within seven (7) calendar days after receipt of the response at Step 1. Either the District Manager or their designee or the Union shall request a meeting, which may be conducted telephonically if mutually agreed, for the purpose of resolving the grievance prior to the Employer's final decision.

The meeting shall be held within (7) seven calendar days of being requested, and may include the grievant, the chief union steward, one additional employee and the Union business representative. Employees attending the meeting will be paid for any lost time.

Within seven (7) calendar days of the meeting the Employer shall deliver to the Union a written reply, which shall provide for a decision in the matter and the reason(s) for the decision.

STEP 3. Grievance Mediation (Optional). If no satisfactory settlement has been agreed to at the conclusion of Step 2, then the Union and the Employer may mutually agree to refer the matter to grievance mediation conducted by a mediator from the Federal Mediation and Conciliation Service (FMCS) in accordance with the FMCS grievance mediation rules. The request for grievance mediation must be filed with FMCS within fourteen (14) calendar days following the District Managers' Step 2 written answer.

STEP 4. Arbitration. If the grievance is still unsettled after either Step 2 or Step 3, the Union may, within sixty (60) days after the conclusion of either Step 2 or Step 3, serve notice of its intention to submit the issue to arbitration by giving written notice to the other party.

The selection of an arbitrator and the conduct of any arbitration shall be in accordance with the voluntary labor arbitration rules of the Federal Mediation and Conciliation Service.

The decision of the arbitrator shall be final and binding on the Employer, the Union, and the employee or employees involved, and the arbitrator shall be requested to issue is decision within thirty (30) days after the conclusion of testimony and argument.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and outside witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available at a reasonable cost to the other party and the arbitrator.

The jurisdiction and the authority of the arbitrator of the grievance and his opinion and award shall be confined exclusively to the interpretation of the expressed provisions of this Agreement and he shall have no authority to add to, detract from, alter, amend, or modify any provisions of this Agreement.

Section 2. Time Limits. The time limitation set forth in this Article may be waived, without prejudice to either party, only upon mutual written agreement between the Union and the Employer.

ARTICLE 18 – INSURANCE

The following terms shall govern the provision of health, dental, vision, life and disability insurance benefits for each insurance plan year:

Section 1. Standard Benefits Plans. The Employer shall make available to eligible hourly employees in the bargaining unit the Standard Benefits Plans generally made available to eligible hourly employees in the state and the division where the unit is located (the "Standard Benefits Plans"), in accordance with and subject to the terms and conditions (including the terms and conditions relating to eligibility of employees to participate) applicable to such plans.

Section 2. Eligibility to Participate. Employees are eligible to participate in the benefit program if they are a full-time hourly associate working an average of 30 hours or more per week. Full-time employees are eligible for benefits on the first day of the month following two months of service.

In no event will an employee's classification or change in classification be effectuated in a manner that violates the Affordable Care Act ("ACA") or other applicable law.

Nothing in this Article shall be construed to alter the definitions of full-time and part-time employees set forth in Article 2 of this Agreement, it being understood, however, that such definitions do not apply to the determination of eligibility to participate in the Standard Benefits Plans, which shall be determined solely in accordance with the terms and conditions applicable to such plans.

The Employer shall deduct the net amount of the premium due from the Employee from each paycheck on a pre-tax basis.

Section 3. Dental and Vision Plans. Dental and Vision Plans may be offered in accordance with the terms and conditions of the Standard Benefit Plans. The Employer shall deduct the employee's premium from each paycheck on a pre-tax basis.

Section 4. Life Insurance. The Employer shall provide Free Basic Life insurance in accordance with the Standard Benefits Plans. If so provided in the Standard Benefits Plans, employees may elect at their own expense to purchase additional life insurance coverage. The terms of coverage and the cost to the employee of such coverage shall be as set forth in the Standard Benefits Plans.

Section 5. Disability Insurance. The Employer shall provide Short-Term insurance in accordance with the Standard Benefits Plans.

Section 6. Premium Changes. Premiums for benefits may be adjusted by the Employer in accordance with the Employer's policies and practices regarding the Standard Benefits Plans.

Section 7. Waiver. By agreeing to participate in the Employer's Standard Benefits Plans, the Union agrees that any dispute, grievance, question or controversy concerning the interpretation or application of the Standard Benefits Plans shall be determined and resolved in accordance with the procedures set forth in the applicable plan documents and shall not be subject to the grievance and arbitration provisions of this Agreement. The Union further agrees that the Employer, as Plan Sponsor of the Standard Benefits Plans, has reserved the right to unilaterally amend, modify or terminate the Standard Benefits Plans, in whole or in part, without bargaining with the Union over

its decision to take such action. Upon request, the Employer will bargain with respect to the effects of a decision to terminate the Standard Benefits Plans or to amend or modify the Standard Benefits Plans in a manner that has a material adverse effect on the employees. This Section shall continue in effect following the expiration of this Agreement, until expressly terminated or superseded by written agreement of the Employer and the Union

ARTICLE 19 - COMPASS 401 (k) PLAN

Employees may participate in the Compass 401 (k) Plan according to the terms, conditions, rules, policies, eligibilities, and employee contributions as determined by the Plan Administrators.

ARTICLE 20 - UNION RIGHTS

Section 1. Employee Bulletin Boards. The Employer agrees to furnish and maintain suitable bulletin boards in convenient places to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards.

Section 2. Union Activities. The Employer agrees that during working hours, on the Employer's premises, and without loss of pay, the Local President and/or his/her designated representatives shall be allowed reasonable time to:

Post Union notices and transmit communications authorized by the Local Union or its Officers to the Employer or his/her representative; consult with the Employer, his/her representative, Local Union officers, or other Union representatives concerning the enforcement of any provisions of this Agreement.

The Employer agrees that the Union Steward, an aggrieved employee, and any employee involved in the investigation or processing of a grievance shall be covered by the provisions of this Section.

Section 3. Union Representatives. The Employer agrees that accredited representatives of the American Federation of State, County, and Municipal Employees, whether Local Union representatives, District Council representatives or International representatives, shall have full and free access to the premises of the Employer at any time during working hours to conduct Union business. The Union agrees that such activity will not unduly interfere with the Employer's operations

ARTICLE 21 - UNIFORMS

Section 1. The Employer shall supply all regularly scheduled employees with the required uniforms. The employees must wear other clothing as prescribed by the Employer and slip-resistant footwear from sources approved by the Employer.

Section 2. If the Employer provides uniforms, then employees will be required to launder and maintain the uniforms.

Section 3. If an employee destroys, damages, or loses their uniform, the employee will be responsible for the cost of replacement.

Section 4. Employees must wear the uniform as directed by the Employer.

Section 5. The Employer will provide new hire Employees with three (3) uniforms. All other employees shall receive two (2) uniforms at the start of the school year. If the Employer changes the style of uniform, then all employees will receive three (3) new uniforms. The Employer will replace on an as needed basis uniforms that are worn out or that no longer fit.

Section 6. The Employer shall pay up to fifty dollars ($50.00) once a year for reimbursement for safety slip-resistant shoes or safety slip-resistant overshoes. Employees must furnish a receipt.

ARTICLE 22 - NO STRIKE - NO LOCKOUT

Section 1. No Strikes. It is agreed that during the term of this Agreement neither the Union, its officers or members, shall instigate, call, sanction, condone or participate in any strike, sit-down, stay-in, walkout, slowdown, stoppage or curtailment of work, picketing or willful interference with work or receipt or shipment of materials; provided further, that such actions shall specifically include honoring the picket line of and/or supporting the strike, sit-down, stay-in, etc., by any Union whether or not a party to this Agreement.

In the event that any of the employees violates the provisions of the above paragraph, the Union shall immediately and publicly disavow such action and order any of its members who participate in such action back to their jobs, forward copies of such order to the Company, and use every means at its disposal to prevent the conduct and continuance of such action.
Any employee or employees found to have instigated, actively supported, or participated in such actions shall be subject to immediate discharge.

It is further agreed that during the term of this Agreement, employees shall not be entitled to any fringe benefits or wages whatsoever while they are engaged in a strike, work stoppage or other interruption of work. In the event of a strike or work stoppage by employees of another bargaining unit on the Campus of St. Cloud State University, the employees of this unit will be required to continue working but will not perform any work which would otherwise be the work of the bargaining unit engaged in this strike or work stoppage.

Section 2. No Lockouts. No lockout of employees shall be instituted by the Employer during the life of this Agreement

ARTICLE 23 - MANAGEMENT RIGHTS

Except as specifically abridged, delegated, or modified by this Agreement, the management of the food service units, the establishment of uniform and reasonable rules of conduct, and the direction of the work forces are vested exclusively within the company, provided that these rights will not be used for the purpose of discrimination against an employee or to avoid any of the provisions of this Agreement. The Company retains the sole right to hire, discipline, discharge, lay-off, and assign employees, subject only to the restrictions and regulations governing the exercise of these rights as are expressly provided in this Agreement.

ARTICLE 24 - SAVINGS CLAUSE

If any provision of this Agreement is subsequently rendered by legislative or administrative action or declared by any court of competent jurisdiction to be unlawful, unenforceable or not in accordance with applicable law, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, and the parties agree immediately to negotiate for the invalidated portion thereof.

ARTICLE 25 - BEREAVEMENT LEAVE

In the event of death in the family of an employee's spouse, domestic partner, parents, children, brother, sister, grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step parents, step children, step brother, step sister, aunt or uncle, the employee shall be granted up to three (3) days bereavement pay to make household adjustments, or to attend funeral services with the last day being the day of the funeral or the day traveling back from the funeral. The employee must notify their supervisor as soon as possible of their need for leave. If the funeral or other memorial service for employee's spouse, domestic partner, parents, children, brother, sister, grandparents, grandchildren, father-in-law, mother-in-law takes place more than 500 miles from the worksite, Associates are entitled to up to five (5) consecutive working days of paid bereavement.

The Employer reserves the tight to request documentation establishing an employee's attendance at a funeral or other memorial services and /or documentation of the employee's relationship to the deceased.

In the event of death in the family of an employee's niece or nephew, the employee shall be granted one (1) day bereavement pay to attend funeral services.

Employees may request additional time off for purpose of bereavement. Additional time may include the use of vacation time that the employee may have, or may be unpaid.

Bereavement leave, whether paid or unpaid, shall not be used when addressing attendance issues.

ARTICLE 26 - RESPECT AND DIGNITY

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

ARTICLE 27 - DURATION

This Agreement shall be effective as of the first (1st) day of July, 2019 and shall remain in full force and effect through the thirtieth (30th) day of June, 2022. It shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, at least sixty (60) days prior to the expiration date or any yearly anniversary date thereafter, indicating its desire to modify, amend or terminate this Agreement.

In the event that such notice is given, negotiations shall thereafter begin prior to the expiration date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the expiration date set forth in the preceding paragraph.

The Employer and Union representatives will provide, in writing, to the other party, the name and address of the individual to whom the official "opening notice" written notification is to be sent.

FOR CHARTWELLS,
a Division Of
Compass Group USA, Inc.

Reg. LR Manager
Shane Luxton

AMERICAN FEDERATION STATE,
COUNTY,MUNICIPAL EMPLOYEES
COUNCIL 6, LOCAL 753

Field Director
Melinda Pearson

APPENDIX A

Classification	Effective 7/1/19	Effective 7/1/20	Effective 7/1/21
Baker	$12.60 $13.00	$13.20	$13.40
Cook	$12.35 $13.75	$13.95	$14.15
Grill Cook	$11.35 $11.75	$11.95	$12.15
Barista	$11.00 $11.50	$11.70	$11.90
FSW/Cashier	$10.00 $11.25	$11.45	$11.65
Food Service Worker	$10.00 $11.00	$11.20	$11.40
Utility	$9..75 $10.25	$10.45	$10.65

Current employees who have their classification rate of pay increase above their current wage shall make the greater of the classification pay rate or the $0.25 wage increase.

Section 2. General wage increases.
All employees will receive an across the board general wage increases as follows:

Effective July 1, 2019	$0. 25per hour (retro)
Effective July 1, 2020	$0.-25per hour
Effective July 1, 2021	$0. 25per hour

Section 3. Longevity Pay. Employees shall receive as a longevity premium, the following amounts for each hour worked:

After 5 years	$0.15 per hour additional
After 10 years	$0.10 per hour additional
After 15 years	$0.10 per hour additional
After 20 years	$0.10 per hour additional
After 25 years	$0.15 per hour additional

Section 4. Hourly Rate of Pay when moving between classifications.
Any employee who works in a higher classification for a minimum of two (2) hours shall receive twenty-five cents ($0.25) per hour above the employee's current rate of pay or the rate of that higher classification, whichever is greater for the hours so worked. An employee temporarily assigned to work in a lower paid classification shall retain their rate. Such work will be assigned as determined by management.

Any employee who receives a promotion to a higher classification shall receive twenty-five cents ($0.25) per hour above the employee's current rate of pay or the rate of that higher classification, whichever is greater.

An employee who bids on and accepts, or bumps into a lower paying job, shall be paid the rate corresponding to the job accepted, or will have their current hourly rate of pay reduced by the difference in pay between the contract rate of pay for their classification and the contract rate of pay for the classification they move into, whichever is less.

Section 6. Lead Employee Premium. The Employer may appoint employees to a lead position. Employees who work in lead positions will receive fifteen cents ($0.15) per hour premium.

Section 7. Effective Date of Wage Increases. All wage increases shall be effective with the beginning of the payroll period that follows the effective date of the wage increase.