

# **AGREEMENT**

**BETWEEN**

**CHARTWELLS  
SOUTHWEST MINNESOTA STATE UNIVERSITY**

**AND**

**AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES,  
MINNESOTA COUNCIL 5**

**EFFECTIVE: July 1, 2022  
EXPIRING: June 30, 2025**

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## **AGREEMENT**

This Agreement entered into by CHARTWELLS, a division of Compass Group USA, operating the food service at Southwest Minnesota State University, Marshall, Minnesota, herein referred to as the **EMPLOYER**, and AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, MINNESOTA COUNCIL 5, hereinafter referred to as the **UNION**, has as its purpose and intent the promotion of 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.

### **ARTICLE I – RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining agent for all full-time and regular part-time food service employees, including lead workers, employed at the food service facilities at Southwest Minnesota State University, Marshall, Minnesota, excluding office clerical employees, casual and temporary employees, student employees, guards and supervisors.

### **ARTICLE II – 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. Employees who fail to comply with this Section shall be discharged by the Employer within (31) days after receipt of written notice to the Employer 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 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 twentieth (20<sup>th</sup>) 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.

Section 4. Successor. This Agreement shall be binding in all respects on the parties and their successors.

### **ARTICLE III – HOURS OF WORK**

Section 1. Work Day. There shall be no split shifts. Any permanent change of two (2) hours or more of an existing shift shall be posted and bid as a vacancy. Shift schedules, including the positions and employees working those positions, shall be posted on the bulletin board.

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

Section 3. Guarantee of Hours. Normal work day and work week described above shall in no way be construed to be a guarantee of hours per day or per week respectively.

**Section 4. Work Schedules.** Work schedules showing the employee's 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, in writing, of such change.

**Section 5. Paid Rest Periods.** All employees shall be granted a fifteen (15) minute paid rest period for each four (4) hours worked. Employees who, for any reason, work beyond their regular quitting time into the next shift when it is expected that the overtime work will last two (2) hours or more shall receive a fifteen (15) minute rest period before they start work on such next shift. In addition, they shall be granted the regular rest periods that occur during that shift.

**Section 6. Meal Periods.** All employees shall be required to observe a thirty (30) minute unpaid lunch period during each work shift. Whenever possible, the lunch period shall be scheduled at the middle of each shift.

**Section 7. Reporting Time.** Any employee who is scheduled to report for work and who presents himself/herself for work as scheduled shall be assigned to at least three (3) hours on the shift for which he/she was scheduled to report, unless there is no work for reasons beyond the control of the Employer.

**Section 8. Call Back.** Any employee called back to work outside of his regularly scheduled shift shall be paid for a minimum of two (2) hours at the rate of time and one-half (1½).

## **ARTICLE IV – HOLIDAYS**

**Section 1. Recognized Holidays.** Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Day 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" means an employee who is in an active payroll status on his/her last regularly scheduled day of work immediately preceding a holiday. Holidays shall be observed in accordance with the holiday schedule established by Southwest Minnesota State University.

**Section 2. Holiday Work.** If an employee works on any of the holidays above, he/she shall be paid at the rate of time and one-half (1½) for each hour worked, in addition to his/her regular holiday or vacation pay. Any employee who is scheduled, and works on July 4, or Memorial Day, shall be compensated at the rate of time and one-half (1½) for all hours worked.

## **ARTICLE V – VACATIONS**

**Section 1. Vacation Accrual.** During the term of this Agreement, any employee covered by this Agreement who has completed their probationary period will accrue eight (8) hours of vacation time on the first worked day of each month for each employee beginning in August of the University fiscal year through May of the same fiscal year. Any hours that have been earned above the standard eighty (80) hours shall be accrued on October 1, or on the employee's anniversary date of the 5th, 11th and 21st years.

- 0 – 4 years of service = 80 hours
- 5 – 10 years of service = 100 hours
- 11 – 20 years of service = 130 hours
- 21+ years of service = 150 hours

Section 2. Vacation Pay. The rate of vacation pay shall be the employee's 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 3. Vacation Period. Vacation may be taken during periods when food service operations are curtailed. 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. The employees shall submit vacation requests three (3) weeks prior to the beginning of the vacation period, except that up to two (2) days per year may be taken, with management approval as operation permit, upon two (2) days notice. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given his/her choice of vacation period in the event of conflict.

Section 4. Vacation Changes. Should an employee become seriously ill or disabled while on vacation, his/her vacation leave shall be changed to sick leave, effective the date of illness or disability, upon notice to the employee's supervisor. Such notice shall be accompanied by adequate proof of such illness or disability and shall be given to the supervisor as soon as possible after the illness or disability occurs.

Section 5. Vacation Rights. Any employee laid off, discharged, retired, or otherwise separated from the service of the Employer for any reason shall be paid for unused vacation he/she has earned at the time of separation at his/her then current rate of pay.

Section 6. Work During Vacation Period. Any employee who has commenced a vacation period and who is requested to, and does, work during his/her vacation period shall be paid for regular hours at the rate of time and one-half (1½) his/her regular rate and for overtime hours at the rate of two and one-half (2½) times his/her regular rate. In addition, vacation leave in an amount equal to the number of hours worked by the employee shall be restored to the employee's credit.

## **ARTICLE VI – SICK LEAVE**

Section 1. Allowance. During the term of this Agreement, all employees who have completed their probationary period and are covered by this Agreement shall be granted three (3) hours per pay period sick time. Employees hired during the school year upon completion of their probationary period will be credited with a prorated amount of sick hours back to their hire date. Employees may carry over sick time; no employee shall ever have an accumulation of more than 120 hours sick time.

Section 2. Utilization. Employees shall be granted sick leave, if available, 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, minor children, or parent, for such periods as attendance shall be necessary.

Sick leave may be utilized if available beyond the paid Bereavement Leave time for up to an additional three (3) days, when necessary, for funeral arrangements, travel, and other bereavement-related issues. The Employer may require an employee to furnish a statement from a medical practitioner for absences in excess of three (3) consecutive work days 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 that renders him/her unable to work the remainder of the shift

shall be paid at his/her 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 (1<sup>st</sup>) scheduled work day following the injury.

Section 3. Accrual. The Employer shall include the employee's sick leave accrual, utilization, and balance in the employee's pay envelope each month.

## **ARTICLE VII – 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) working days in a rolling twelve (12) 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. Bereavement Leave. In the event of death in the family of an employee, spouse, parents, children, brother, sister, grandparents, grandchildren, father-in-law, mother-in-law, or registered domestic partner, the employee shall be granted up to five (5) days paid leave to make household adjustments, or to attend funeral services.

In the event of death of an employee's brother-in-law, sister-in-law, son-in-law, daughter-in-law, the employee will be granted three (3) days of paid leave, namely the day of the funeral, to attend funeral services. Any additional time needed for arrangements, etc., shall be charged to sick leave. This additional time shall be limited to three (3) days, if available.

Section 3. 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 a year. Employees must give at least forty-eight (48) hours notice.

Section 4. 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. The Employer will comply with USERRA as well as any other applicable Federal, State, or Local military leave statutes.

Section 5. Medical Leave. Employees will be granted leaves of absence without pay for medical reasons for as long as their attending physician(s) requires, not to exceed six (6) months. Medical leave is intended to include maternity leave. The Employer will comply with Federal, State, and Local leave laws. The continuation of insurance and the division of premium expense for insurance coverage during the medical leave is controlled by the Family and Medical Leave Act guidelines.

Section 6. Reasonable Purpose. Leaves of absence without pay for a limited period, not to exceed six (6) months, 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. Requests for leaves of absence must be made in writing indicating the reasons therefore, and the requested duration of such leave.

Section 7. Union Business. The Employer will approve written requests for leave without pay, not to exceed one (1) year, for one (1) employee 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. 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.

Section 9. Family Medical Leave. Leaves of absence will conform to the Family and Medical Leave Act (FMLA) and all other applicable Federal, State, and Local leave laws.

## **ARTICLE VIII – 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; on any regularly scheduled day of rest; or on any holiday, shall be considered overtime. For purposes of this Section, no hours of paid leave shall be regarded as hours worked.

Section 2. Overtime Rates. All employees shall be compensated for approved overtime work at the rate of time and one-half (1½) 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 who desire the overtime work. 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 IX – 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 only by voluntary resignation, discharge for just cause, medical leave in excess of six (6) months, absence of two (2) consecutive days without notice to the Employer, or a continuous lay-off in excess of one (1) year. There shall be no deduction from continuous service for any time lost which does not constitute a break in continuous service.

Section 2. 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 list shall be furnished to the Local Union President at the time it is posted.

**Section 3. Promotions, Job Vacancies.** 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 vacancies shall be filled as follows:

- A. When a job vacancy occurs, the Employer will post the job, including the general duties and shift involved, for seven (7) consecutive days on the employee bulletin board. If the Employer determines that a vacancy shall not be filled, the Union shall be provided written notice to that effect.
- B. Employees desiring to apply for this job will write their names on the posted notice. 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.
- C. If the employee awarded the job does not adequately perform the job within fifteen (15) working days, the Employer has the right to appoint any employee remaining on the original posting according to the procedures in "B" after contacting the employee and the Union Steward as to the reason for doing so.
- D. 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.
- E. An employee accepting promotion or transfer to a job within the scope of this Agreement and failing to qualify within fifteen (15) working days may exercise his seniority rights by displacing the junior employee in the class from which he/she was promoted or transferred.
- F. In the event no employee bids on a posted vacancy within the seven (7) day period, the Employer may fill such vacancy as he sees fit.
- G. The Employer may fill vacancies on a temporary basis during the bidding process for no more than thirty (30) days without agreement from the Union.
- H. **Position Descriptions.** The Employer shall establish accurate position descriptions for each job. Upon request, an employee is entitled to a copy of his/her current position description. The Employer and the employee shall review annually and both parties will sign.
- I. **Promotion Incentive.** Successful bidders shall receive \$0.25 increase per classification in addition to current wages or starting wage of the new classification, whichever wage is higher. This incentive shall be added to the wage after the employee has demonstrated that they can perform the job and has been recognized after fifteen (15) working days.
- J. Any employee who voluntarily bids or posts for a lower-tiered vacant position shall be paid the starting wage of the position plus any seniority incentives that have been earned.

**Section 4. Work on a Higher Rated Job.** When an employee works a higher rated position for two (2) hours or longer, that employee shall be paid the higher rate for such time spent on that job.

**Section 5. Lay-off.** Any interruption of employment in excess of three (3) consecutive work days shall constitute a lay-off. 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. Lay-off of employees shall be made in the inverse order of seniority within classification in which the lay-off becomes necessary. In every case of lay-off, the Employer shall give written notice to each employee and the Local Union Steward or representative, as far in advance as is reasonably possible and shall indicate the estimated length of the lay-off.

Employees required for special events during the summer layoff will be asked to volunteer. The



Employer will fill the position by senior employees who may volunteer and junior employees who must volunteer to be recalled for the event. The Employer may use temps or casual employees if there are not enough volunteers.

Section 6. Bumping. If they so desire, employees who are about to be laid off shall be permitted to exercise seniority rights to bump (displace) the least senior employee in a lower job classification within the bargaining unit providing the bumping employee has greater seniority than the employee who is so displaced and is qualified to perform the job. Employees bumped by the provisions of this Section shall also be permitted to exercise bumping rights.

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. Reduction of Hours. When it becomes necessary to reduce hours of employees, the Employer will attempt to reduce hours first from those of part-time employees on the basis of seniority and then from those of full-time employees on the basis of seniority.

Section 10. Probationary Period. All newly-hired employees will serve a ninety (90) day probationary period during which time they may be discharged at the sole discretion of the Employer. Such employees shall have no recourse to the grievance and arbitration provisions of this Agreement.

## **ARTICLE X – 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. The Employer will allow each employee to select one (1) pair of approved safety shoes each year at the Employer's expense up to \$65. The Employer will offer a selection from no less than 3 vendor catalogs.

Section 3. Safety Committee. A joint Union-Management Safety Committee shall be established composed of up to two (2) representatives each from the Employer and the Union. 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.

## **ARTICLE XI – 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. Upon the 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:

- 1) Oral reprimand;
- 2) Written reprimand;
- 3) Suspension (notice to be given in writing);
- 4) Discharge (notice to be given in writing).

Work Rule violations of a serious nature may result in immediate discharge, not subject to progressive counseling.

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

**Section 2. Discharge.** The Employer shall not discharge any employee without just cause. 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 parties or as may be otherwise determined by an arbitrator.

**Section 3. Personnel Records.** An oral reprimand shall be removed from the employee's personnel record after six (6) months. A written reprimand or a written record of suspension shall be removed from the employee's personnel file after one (1) year, provided that no further disciplinary action has been entered into the personnel record during the year.

**Section 4. Attendance Policy.** During the life of this Agreement, the Employer will implement and follow the Attendance Policy set forth within Chartwells handbook and guidelines. The Union will receive a copy of any changes or updates.

## **ARTICLE XII – SETTLEMENT OF DISPUTES**

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

- STEP 1.** The Union Steward, with or without the employee, shall take up the grievance or dispute with the employee's immediate supervisor within fourteen (14) days of his knowledge of its occurrence. The supervisor shall then attempt to adjust the matter and shall respond to the Steward within seven (7) calendar days.

STEP 2. If the grievance has not been settled, it shall be presented in writing by the Union Steward, Grievance Committee, or Union Representative to the Food Service Director within seven (7) days after the supervisors response is due. The Food Service Director will respond to the Union Steward, Grievance Committee, or Union Representative in writing within five (5) working days.

STEP 3. If the grievance is still unsettled, the Union may, within fourteen (14) days after the reply of the Food Service Director is due, 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 parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument. Expenses for the arbitrator's service and 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 to 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 agreement between the Union and the Employer.

## **ARTICLE XIII – INSURANCE**

Section 1. Benefit Description. CHARTWELLS will provide Basic Life coverage of ten thousand dollars (\$10,000) and Accident/Sickness Disability Insurance effective on the first (1<sup>st</sup>) day of eligibility as defined in Section 2 and they must be actively at work on such eligibility date. The coverage will be one hundred percent (100%) paid by CHARTWELLS.

Section 2. Health and Welfare Benefits.

Eligibility. All regular full-time employees are eligible for health and welfare benefits as outlined below.

Scheduled Hours. In order to be considered a regular full-time employee for purposes of health and welfare benefits only, employees must be regularly scheduled to work a minimum of thirty (30) hours each week to be eligible.

Benefits Effective Date. Benefits for eligible employees will be effective first (1<sup>st</sup>) of the month following sixty (60) days of continuous employment.

## **Medical**

Benefit Description. CHARTWELLS will provide eligible employees the opportunity to enroll in Medical benefits provided through a CHARTWELLS-sponsored carrier. The plan(s), plan design(s) and schedule(s) of benefits may be adjusted from time-to-time in line with changes in the Medical benefits package for all

CHARTWELLS 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, January 1<sup>st</sup>.

Employee Contributions. Employee contributions for benefits will be at the standard CHARTWELLS rates and are subject to change from time-to-time in accordance with changes made for all CHARTWELLS employees participating in the COMPASS Standard Union Benefit Plan, or as required by law.

### **Dental**

Benefit Description. CHARTWELLS will provide eligible employees the opportunity to enroll in dental coverage provided through a CHARTWELLS-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 package for all CHARTWELLS employees or as required by law. Other changes may 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 1st.

Employee Contribution. Any employee who chooses to enroll in Dental coverage will be responsible for twenty percent (20%) to forty percent (40%) of the total premium cost depending on the plan selected.

### **Vision**

Benefit Description. CHARTWELLS will provide eligible employees the opportunity to enroll in Vision coverage provided through a CHARTWELLS-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 package for all CHARTWELLS employees, or as required by law. Other changes may 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 1st.

Employee Contributions. Any employee who chooses to enroll in Vision coverage will be responsible for one hundred percent (100%) of the total premium cost.

Section 3. Payroll Deductions. With the written authorization of the employee, the Employer shall deduct from the earnings of each employee who has selected optional, employee paid coverage, an amount sufficient to pay the costs of such coverage and shall remit such deductions to the appropriate insurance carrier or agent in a timely manner.

Section 4. Conversion. The Employer shall notify employees in writing of their rights to convert the insurance benefits provided in this Article upon separation from service with the Employer.

## **ARTICLE XIV – WAGES**

Section 1. Wages. Effective July 1, 2022, any employee not at the current hire-in rate shall be raised to the minimum wage for that job classification plus three percent (3%).

Effective July 1, 2022, the Employer will grant an across-the-board wage increase of four percent (4%) per hour.

Effective July 1, 2023, the Employer will grant an across-the-board wage increase of four (4%) per hour.

Effective July 1, 2024, the Employer will grant an additional across-the-board wage increase of four (4%) per hour.

**Section 2. Hire In Rates.** All new employees will be hired in at rates per the following schedule. It was agreed upon that the Utility classification would be merged with the Food Service Worker. It was also agreed upon that the Baker and Cooks classifications would be merged. Going forward, we would have two bargaining unit classifications of Food Service Worker and Cook.

|                     | July 1, 2022 | July 1, 2023 | July 1, 2024 |
|---------------------|--------------|--------------|--------------|
| Food Service Worker | \$14.00      | \$14.56      | \$15.14      |
| Cook                | \$15.00      | \$15.60      | \$16.22      |

**Section 3. Longevity Premium.** Commencing July 1, 2022, employees after completion of each five (5) years of service shall receive as a longevity premium an additional fifteen (\$0.15) per hour for each hour worked. Beginning at 25 years, and each 5 years thereafter, employees will receive an additional longevity bonus of twenty-five cents (\$0.25) for each hour worked. This is not retroactive to the signing of this agreement.

#### **ARTICLE XV – COMPASS 401(K) PLAN**

Eligible employees may participate in the Compass 401K per the terms of the Plan.

#### **ARTICLE XVI – GENERAL PROVISIONS**

**Section 1. Pledge against Discrimination and Coercion.** The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, disability, sexual orientation, religion, genetic information, or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement. All references to employees in this Agreement designate both sexes, and where the male gender is used, it shall be construed to include male and female employees.

The Employee 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 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.

**Section 2. 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 3. 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:

1. Post union notices and transmit communications authorized by the Local Union or its officers to the Employer or his/her representative;
2. 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 4. 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.

**Section 5. Other Benefits.** During the term of this Agreement, the Employer agrees to furnish meals and three (3) uniforms for each new employee and two (2) uniforms each year thereafter. Replacement shirts will be provided at the Employer's discretion. Employees will be required to maintain their own uniforms. The Employer, at their discretion during periods of inclement weather, will provide lodging at the Employer's expense. Such lodging will be restricted to those employees living outside the city limits. The Employer will reserve accommodations at a hotel of the Employer's choosing within a one-quarter (1/4) mile radius of the University.

**Section 6. Post-Incident Drug and Alcohol Testing (PIDAT).** During the life of this agreement the Employer will implement its Post Incident Drug and Alcohol Testing (PIDAT) Policy.

## **ARTICLE XVII – NO STRIKE-NO LOCKOUT**

**Section 1. No Strike.** 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 Employer, 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 Southwest Minnesota 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 XVIII – 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 Employer, 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 Employer 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 XIX – SAVINGS CLAUSE**

Should any article, Section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section, or portion thereof directly specified in the decision; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section, or portion thereof.

## ARTICLE XX – TERMINATION

This Agreement shall be effective as of the 1<sup>st</sup> day of July, 2019, and shall remain in full force and effect through the 30<sup>th</sup> day of June, 2022. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing ninety (90) days prior to the expiration date that it desires to modify this Agreement.

In the event that such notice is given, negotiations shall begin not later than thirty (30) days 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.

For the purpose of sending an opening notice, the Employer's address is:

Compass Labor Relations  
171 Covington Drive  
Bloomington, IL 60108

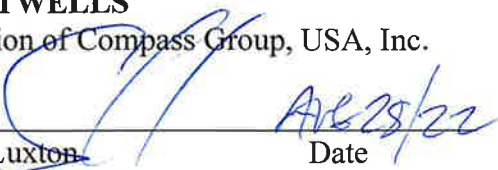
For the purpose of sending an opening notice, the Union's address is:

American Federation of State, County and Municipal Employees (AFSCME)  
Minnesota Council 5  
300 Hardman Avenue South, Suite #3  
South St. Paul, MN 55075-2470

In witness thereof, the parties hereto have set their hands on the dates stated below:

### CHARTWELLS

A division of Compass Group, USA, Inc.

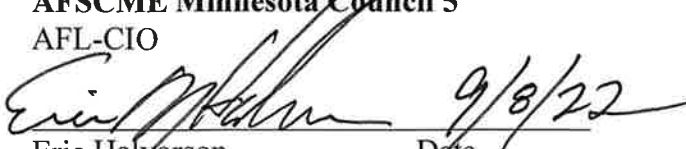
  
Shane Luxton  
Labor Relations Manager

Aug 28/22  
Date

  
Seth Johnson  
Director of Dining  
Southwest Minnesota State University

8/12/2022  
Date

AFSCME Minnesota Council 5  
AFL-CIO

  
Eric Halvorson  
Field Representative

9/8/22  
Date

  
Bart Andersen  
Field Director

9-8-22  
Date

  
Diana Holmes  
President, Local 2385  
Southwest Minnesota State University

8/12/22  
Date