

AGREEMENT

Between

BON APPETIT
A Division of Compass Group USA

At

Washington University
Saint Louis, Missouri

AND

United Food and Commercial Workers (UFCW) Local 655
Affiliated with the
United Food and Commercial Workers International Union

Effective: July 1, 2021 Through June 30, 2024

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AGREEMENT

This Agreement is entered into between BON APPETIT MANAGEMENT COMPANY at Washington University, hereinafter referred to as the "Employer" and the United Food and Commercial Workers Local 655 hereinafter referred to as the "Union".

ARTICLE 1 - DECLARATION OF PURPOSE

Section 1. The purpose of this Agreement is to insure industrial peace by setting forth herein rates of pay, hours of work and conditions of employment to be observed between the parties hereto. The parties hereto recognize that only with mutual understanding, harmony and cooperation among employees, management and the Employer, and with uninterrupted operation, is it possible to conduct Employer's business with the economy and efficiency indispensable to its existence and to the best interest of its employees, clients and customers.

ARTICLE 2 - RECOGNITION

Section 1. The Employer recognizes the Union as the sole collective bargaining agent for the food service employees employed by Bon Appetit Management Company at Washington University.

Included: All full-time and regular part-time food service employees in the job classification listed in Appendix A.

Excluded: All professional management employees, concierge (supervisory), office, clerical, Washington University students, guards and supervisory employees as defined in the Act, and excluding all other employees in accordance with the National Labor Relations Board determination of April 21, 2017.

ARTICLE 3 - UNION SHOP AND CHECKOFF

Section 1. The Employer agrees to conduct an Orientation Program for new employees within ten (10) days of their date of hire. The employee shall be paid for all hours in attendance. The Employer agrees to give at least seventy-two (72) hours' notice to the Union office of the date, time, location and number of employees attending the Orientation Program.

Within the Orientation Program, management or his/her designee shall introduce the shop steward and/or Union Representative and allow a reasonable uninterrupted amount of time (to be mutually agreed upon), to explain the labor agreement, to answer questions and sign up the new employees for Union membership.

Section 2. All employees who are now members of the Union shall, as a condition of employment, maintain membership in good standing consistent with the provisions of the Labor-Management Relations Act of 1947, as amended.

The Company shall not be required to discharge an employee for failure to attain or maintain membership in the Union unless it shall have received seven (7) days written notice from the Union prior to the date such discharge is to be effective.

Section 3. All new employees must become members of the Union thirty-one (31) days after their employment date and thereafter shall, as a condition of employment, maintain membership in good standing consistent with the provisions of the Labor-Management Relations Act of 1947, as amended.

CHECKOFF: The Company agrees to deduct initiation fees, Union dues and uniform assessments where lawful, uniformly required as a condition of acquiring or maintaining membership in the Union from the wages of each employee, present and future, as the same shall be due, provided each such employee executes written authorization therefore, in a form authorized by law, and such authorization is turned over to the Company.

The Company agrees to remit such dues and initiation fees as deducted to the Union.

The Union shall, on or before the tenth (10th) day of each month, furnish to the Company a list of member employees and the amounts due therefore, including dues owing for the succeeding month.

The Company shall, on or before the last day of the same month, deduct and remit such dues as authorized to the Union.

The Company will deduct Union dues and initiation fees on a bi-weekly basis. The Company shall, on or before the tenth (10th) day of the following month, remit such dues as authorized to the Union.

In the event no wages are then due the employee, or, are insufficient to cover the required deduction, it shall be the responsibility of the Union to resubmit the amount due on the next regular monthly billing.

Once each month, the Company will submit to the Union a list of employees hired the previous month. The list will include the employees' names, social security numbers, phone numbers (home and cell), job codes and dates of hire.

Section 4. The company shall deduct an amount from the pay of each employee who is a Union member and who executes an authorization on the standard form used for the purpose by the UFCW Active Ballot Club. The deduction shall be in the amount specified in the check-off authorization form signed by the employee. The deduction shall continue for each employee during the life of the contract unless such employee revokes his or her authorization in writing. The amount deducted shall be transmitted to the UFCW Active Ballot Club in care of the Local Union, along with an alphabetized list of the employees whose deducted amounts are being transmitted and the amount for each. The frequency and time of deduction and procedures to be followed in connection with this check-off of political contribution will be as close as possible to those followed in connection with the check-off of union dues and initiation fees. No check-off shall be made in violation of any state or federal law or regulation.

The Union agrees to save and hold the Company harmless from any and all claims whatsoever, including reasonable attorneys' fees for the Company to defend itself, that may arise out of or in the course of the Company's collection and disbursement pursuant to the Union's check-off procedures.

ARTICLE 4 - MANAGEMENT RIGHTS

Section 1. The management of the business and the direction of the employees including but not limited to the right to hire, promote, assign work, discipline and discharge for cause, schedule working hours, overtime and working days, layoff for lack of work, make and enforce reasonable work rules are vested exclusively in the Employer, except as expressly limited and set forth in writing in this Agreement.

ARTICLE 5 - NO STRIKE - NO LOCKOUT

Section 1. It is agreed that during the term of this Agreement the Union, its officers or members shall not sanction or participate in any strike, slowdown, or work stoppage. It is also agreed that during the term of this Agreement there shall be no lockout of employees by the Employer. Any employee found guilty of participating in any strike, slowdown or work stoppage will be subject to immediate discipline.

ARTICLE 6 - SHOP STEWARDS AND UNION REPRESENTATIVES

Section 1. The Employer agrees to recognize stewards as appointed by the Union. There shall be no more than eight (8) shop stewards, distributed by location as follows:

South Forty-three (3), The Village two (2), and Danforth University Center two (2) and satellite locations one (1).

Section 2. The stewards may assist in the investigation, presentation and settling of grievances. Stewards shall not be discriminated against in discharging duties assigned them to the union.

Shop stewards have no authority to take strike action or any other work stoppage interrupting the Employer's business.

Section 3. A duly authorized representative of the Union will be permitted to visit the premises of the Employer at reasonable times for the purpose of transacting any business for the Union. Such right shall not interfere with the business of the Employer. The representative shall first make this presence known to the General Manager or his/her designee.

Section 4. Bulletin Board:

The Employer will make available a space for a Union Bulletin Board to post notices/communications to the bargaining unit workers. Such Bulletin Board shall not include any information denigrating to the Employer or Washington University.

Section 5. The Stewards only shall have representation seniority as it pertains to layoff and recall.

Section 6. The Stewards shall be granted reasonable amounts of time with pay to investigate and process grievances. Grievances will not be investigated during service peak times.

Section 7. Employees may request from their direct manager a copy of the employee's Time Card Report (TCR).

ARTICLE 7 - HOURS OF WORK AND OVERTIME

Section 1. Employees will be compensated on the basis of one and one-half (1-1/2) times their regular rate of pay for hours worked in excess of forty (40) hours in one (1) week. There shall be no pyramiding of overtime pay. The work week will be Friday through

Thursday for purposes of overtime calculation. No employee's schedule will be reduced to avoid overtime where the employee has accepted an available work opportunity during the payroll week.

The Employer will offer overtime work on a rotating basis from an annual volunteer list, within classification by employee's qualifications to do the work and by seniority. Employees with the least seniority within a classification must work overtime, including catered events, when senior employees refuse extra work. An employee will be removed from the volunteer list if the employee declines two (2) offered overtime opportunities during a semester.

Section 2. Any employee who is normally scheduled to work at least four (4) hours of work per day and reports for work without forty-eight (48) hours prior notice not to report to work will be given four (4) hours of work or pay except when discharged for cause, excused at their own request, or when work is not available because of an emergency arising outside of the control of the Employer, such as an Act of God (i.e. fires, flood, storms, etc.) or other emergencies beyond the control of the Employer (i.e. bomb threats, etc.). Employees with the least seniority within a classification must work any extra hours, including catered events, when extra work is refused by senior employees.

Section 3. Except for the reporting pay provision above, this Agreement shall not be construed to contain any guaranteed work week or work day.

Section 4. Management, reserves the discretionary right to fill a position in accordance to its business needs and retains the sole right to determine to fill a vacant staff position with a trained substitute.

Section 5. The Employer will post a copy of the following work week's schedule no later than Tuesday at noon, prior to the end of their present work week. The work schedule will indicate shift starting and ending times for each employee. Employees may be required to remain beyond their ending time if the work is not completed. No change will be made in the schedule of any employee without forty-eight (48) hours of notice except in an emergency situation including emergency catering events.

No employee will be scheduled to work a split-shift. A split-shift is defined as two (2) work periods separated by more than a normal lunch period.

Section 6. Additional or Replacement Hours

If additional or replacement hours become necessary in the schedule, the hours shall be offered to employees by seniority, classification and the ability to perform the work, with the intent of providing the more senior employees with the greater number of

hours, while at the same time, providing the optimum in customer service. Such additional or replacement hours will not be required when such hours would necessitate the payment of weekly overtime.

ARTICLE 8 - SENIORITY

Section 1. The Employer shall recognize seniority rights, according to classification from the employee's first day worked (date of hire).

Catering Attendant, Baker, Busser, Cashier, Cashier Barista, Cashier Line Server, Cook, Food Service Utility, Food Unit Lead, Host/Hostess, Receiving/Storeroom, Waiter/Waitress, Warehouse/Delivery Driver.

Section 2. Layoffs will be determined by seniority within each classification: the employee with the least amount of seniority within the given classification shall be laid off first. When layoffs are necessary, probationary employees shall be laid off first. The employees affected will have the option of layoff or bumping the least senior employee in a lower pay classification, provided his/her seniority is sufficient and he/she is qualified to do the job, and will be compensated at that classification rate of pay.

Recall of laid off employees shall be in reverse order of layoff by classification. An employee duly notified by the Employer to return to work from layoff must return to work within seven (7) calendar days of such notice or be considered as terminated.

Section 3. An employee's seniority shall be broken so that no prior period of employment shall be counted and his/her seniority shall cease upon:

- (a) Justifiable discharge,
- (b) Voluntary quitting,
- (c) Unexcused absence for two (2) consecutive working days, without notifying the Employer,
- (d) Absence due to layoff or sick leave exceeding one (1) year,
- (e) Failure of an employee to return to work upon recall within seven (7) calendar days after written notice is sent to him/her by the Employer at his/her last known address appearing on his/her records, sent by certified mail. Their Union Representative will be given a copy of the letter.

Section 4. Job Bids In order to be considered for other positions within the bargaining unit, an interested employee is to complete and turn in a form supplied by the Employer

requesting such consideration. When a bona fide opening occurs, the Employer shall review such request for transfer in filling the opening, prior to considering applicants from other sources. Where possible, employees in seniority order will be awarded to the job, provided they have the necessary skill and ability and are qualified in the opinion of the Employer using reasonable criteria. Employees will have up to five (5) working days to "try out" new positions without loss of classification or pay should it be decided they should return to their former position. The Employer shall treat the first ten (10) days as probationary and may return the employee to his/her prior position during the period if it is determined the employee cannot perform the duties of the new position.

Management has agreed to post all vacated positions. Jobs will be posted on a bulletin board in each location five (5) days.

Section 5. Summer Job Bid Summer Assignment (positions) are posted with instructions to employees to submit the application by a predetermined date before April 1st. The completed Application for Summer Assignment is submitted to the Human Resources office which will date stamp the application and return a copy to the employee. All employees who submit an Application for Summer Assignment will be assigned points in the following manner:

- Up to 8 points for general eligibility factors including discipline (listed in shaded area in top section of the application)
- 1 point for BA@WASHU experience in position applied.
- Up to 35 points for availability (number of weeks and number of shifts available to work).
- 5 points, if employee applied for a Lead position and completed the Bon Appetit Leadership Training program; Up to 5 points for length of service with BA@WASHU;
- Bonus points – 5 points if employee currently holds the position where the summer assignment is located.

Employees will be assigned based upon total points scored – highest to lowest.

If there are insufficient applicants selected for Summer Assignments, employees will be recalled as provided in Article 8, Section 2 of this Agreement.

Section 6. Probationary Period New employees shall be on probation until completion of sixty (60) days of service from the date of last hiring. During this probationary period, such employees shall be subject to immediate dismissal at any time at the sole discretion of the Employer and not to subject to Article 9 - Grievance Procedure. Upon completion of sixty (60) days such employees shall enjoy seniority status from the date of last hiring.

Section 7. Leaves of Absence (FMLA) Leave of absence under the Family and Medical Leave Act (FMLA) will be available to any employee who has been employed by Bon Appetit Management Company for a period of twelve (12) months and worked a minimum of 1250 hours in the last twelve months under terms of FMLA or any comparable state law.

(a) Leave of absence, without pay, may be granted to employees for medical reasons, maternity, death or serious illness in the family, other emergencies, and any other reason acceptable to the Employer. A leave of absence will not be granted for the purpose of taking another job. All leaves of absence must be applied for in writing, with proper documentation, in advance where possible. The employer will approve the leave of absence in writing.

Upon termination of the maximum leave period and where no other applicable leaves are available, an employee will not be guaranteed his/her job upon return. For a period of one (1) year from the beginning of the leave period an employee may apply for an open position for which he/she is qualified, except as provided for by law. If the position is offered to the employee, the employee will receive the wage scale set for the position classification in accordance to the employee's accrued seniority. If an employee exceeds the 1 year leave of absence the Union and the Company agree to discuss the circumstances and upon mutual agreement the one (1) year may be extended.

Employees returning after one (1) year will be treated as new hires.

(b) Employees of the Employer who are elected to Union positions or selected by the Union to do Union work, which takes them from their employment with the Employer shall at their request, receive a leave of absence and upon their return shall be re-employed in accordance with their seniority rating at work generally similar to that which they did prior to the leave of absence, and with seniority accumulated during such leave of absence. The period of such leave shall not exceed one (1) year, provided prior to the expiration of one (1) year the leave may be extended for another year upon the approval of the management.

(c) It is agreed that any employee inducted in the Armed Forces of the United States as a result of enlistment or under the Selective Training and Service Act of 1940 and amendments thereto, shall be deemed on leave of absence and during their period of service in the Armed Forces, their seniority shall accumulate. It is further agreed that the Employer and the Union agree to conform to the Federal Law in effect at the time.

Section 8. The Concierge position is considered a temporary supervisory position and is outside of the bargaining unit. The Company will post for vacancies for this position, however, the Company reserves the right to exercise its judgment in filling these positions.

Employees promoted to the concierge position will maintain their seniority upon return to a bargaining unit Position and will earn the pay rate of the new position as spelled out in the Collective Bargaining Agreement.

ARTICLE 9 - GRIEVANCE PROCEDURE

Section 1. If any disagreement arises over the application or interpretation of this Agreement, the employee, the Union and the Employer agree that the procedure outlined below shall be the exclusive remedy for such disputes. In addition, issues regarding health and safety issues may be subjected to, but not limited to, the following procedure.

Step 1: The aggrieved employee shall discuss the grievance verbally with their Direct Manager within five (5) days after he/she has reasonable knowledge of the incident, which gave, rise to the grievance. Should he/she desire the assistance of the Steward in presenting the grievance his/her request shall be granted. If not settled within five (5) days the employee shall either withdraw the grievance or have it reduced to writing which must include the employee's name, the date, the nature of the grievance and the specific provisions of this Agreement which is in dispute.

Step 2: Within ten (10) days following Step 1, the Steward shall present the written grievance to the Human Resource Manager. If not settled within seven (7) days, the grievance will be withdrawn or moved to Step 3.

Step 3. Within seven (7) days following Step 2, the grievance will be taken up with the General Manager by a full-time Representative. This time limit may be extended by mutual written agreement between the parties. If the Employer and the Union fail to settle the grievance within seven (7) days following Step 3 of the Grievance Procedure, either party may, within 30 days, submit the issue to arbitration.

Section 3. Where the Union Representative notifies the Employer that a grievant has appealed the Union's determination to drop a grievance following the Step 3 response, the 30 day period for submitting the issue to arbitration will be stayed until after the next meeting of the UFCW Local 655 Executive Board. At the time of ratification UFCW Local 655 Executive Board meets on the third (3rd) Monday of each month and the Union agrees to notify the employer of any change in the meeting schedule.

Section 4. The parties shall select an arbitrator as submitted by the Federal Mediation Conciliation Services (FMCS) in accordance with the FMCS rules.

Section 5. Arbitration shall be scheduled as promptly as possible.

Section 6. The arbitrator shall confine his/her decision only to the interpretation and application of the present Agreement and in no event shall he/she add to or subtract from it.

Section 7. The decision of the arbitrator shall be final and binding upon both parties and any award made shall be put into effect promptly, but in no event later than thirty (30) calendar days following the date of the award.

Section 8. The expenses of the arbitrator shall be shared equally by the Employer and the Union.

Section 9. The Union has the right to submit a grievance in writing concerning any discharge. The grievance shall be submitted at Step 3 within seven (7) days of the termination. Management shall fax or e-mail a copy of all terminations to the Union office.

Section 10. Employees' being subject to any disciplinary action being issued. The Employer, at the disciplinary action meeting, will present the proposed disciplinary action to employee. The employee will have an opportunity to caucus privately and then respond to the manager issuing the disciplinary action. If the issue is not resolved, the employee has the option afforded to them through the grievance procedure.

ARTICLE 10 - PAST PRACTICE

Section 1. This Agreement represents the sole and complete Agreement between the parties and supersedes all agreements, understandings and practices in effect prior to the date of this Agreement, whether the same were based on implication, written or oral agreement or other factors.

ARTICLE 11 - NON-DISCRIMINATION

Section 1. The Employer and the Union agree not to discriminate against any individual with respect to his/her hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, sexual orientation, gender identity, disability, age, pregnancy, child birth or any related condition, national origin, veteran status, genetic information, protected concerted union activity or any other classification protected by law.

ARTICLE 12 - UNIFORMS

Section 1. The Company will furnish a total of three (3) uniforms for full time employees and two (2) for part time front of the house employees:

- Hat
- Company designated top
- Pants
- Name Tag

Culinary, Utility, Receiving and Storeroom employees will have uniforms provided by the Employer.

All employees are required to wear their own black slip resistant shoes. Once each academic year the Employer will give a fifty-dollar (\$50.00) gift card to each employee to purchase black slip resistant shoes.

Management will replace old or tattered or badly stained uniforms on a one-for-one basis.

The Employer will provide employees with orientation and training to perform their jobs safely, including instruction in proper work methods, use of protective equipment, and safe maintenance, handling and use of materials and equipment. The Employer agrees to pay employees for attending such orientations and training.

The Employer will furnish, at its expense, all safety and protective equipment required or advisable for the protection of employees. Employees are required to utilize all safety and protective equipment provided by management or be subject to disciplinary action.

ARTICLE 13 - VACATION

Full time Associates (regularly working thirty (30) hours or more per week) will be eligible for Vacation Days in accordance with the following schedule:

Accrual begins on the associate's date of hire and accrues for each hour an associate works. Vacation time as listed below is based on an assumption of thirty-seven and one-half (37½) per week during the accrual year.

Up to 3 years of service	5 days
After 3 years of service	10 days
After 10 years of service	15 days

Part Time Associates with regularly scheduled hours after 2 years of service will be eligible for 5 vacation days based on the average daily hours worked for each day actually worked.

A vacation form must be submitted to management in accordance with Company policy. Vacation pay is based on the average hours worked by an Associate at the employees' straight time rate of pay at the time vacation is paid. Vacation pay is capped at seven and one-half (7½) hours pay.

The vacation benefit year is October 1st through September 30th. Associates may elect to receive accrued vacation at winter break, at spring break, at the end of spring semester, or at other times as approved by the Employer.

Unused vacation will be paid out on the first pay period in October.

ARTICLE 14 - SICK LEAVE

Full Time Associates (regularly working thirty (30) hours or more) are eligible for paid sick days following ninety (90) days of employment. Three (3) days of paid sick leave will be granted to the above Associates. Sick pay is based on the scheduled hours of an Associate on the day of paid sick leave at his/her straight time pay rate at the time sick time is paid.

Section 1. Paid sick days may be taken in ½ day increments. An Employee's paid sick day allotment may be used to care for a sick child, parent, or spouse and medical appointments. A Doctors note is required if the employee is out 3 days or more. The total yearly allotment of paid sick days for all employees, regardless of regularly scheduled hours an employee works, will not exceed twenty-two and one-half (22 ½).

Employees will be paid any unused sick time no later than June 1 of each year. The sick time payout is based on the average daily hours worked over the last four weeks worked prior to pay out.

ARTICLE 15 - HOLIDAY PAY

Section 1. After your first ninety (90) days, Bon Appetit provides full-time employees with holiday pay for the following holidays:

New Year Day	Labor Day
Spring Holiday	Thanksgiving Day
Memorial Day	Winter Holiday
Independence Day	

The Winter Holiday and Spring Holiday will be observed on days designated by the Employer.

Only those employees working their scheduled day before and scheduled day after the holiday will be paid holiday pay.

Those employees scheduled to work during the week of Independence Day and Memorial Day shall observe the Holiday, those not scheduled to work shall be able to utilize these two Holidays as floaters.

Those Employees who work on a holiday will receive straight time for all hours worked in addition to Holiday pay.

Holiday pay is based on the average daily hours scheduled for an associate during the week the holiday occurs and his/her straight time pay rate at the time of the Holiday. Holiday pay for all associates regardless of the regular scheduled hours an associate works is capped at ten (10) hours.

ARTICLE 16- GENERAL

Section 1. Each employee is entitled to a thirty (30) minute meal break if you have worked at least a five (5) hour shift. The Employer will continue to provide employees with access to a meal during work hours of the type and kind provided to customers. The Employer reserves the right to place reasonable limits on the scope of products and points spent by employees.

Section 2. A fifteen (15) minute paid rest period is provided during every 4 hours of work not broken by a meal period, unless the nature of the work does not allow such timing.

Section 3. During the life of this agreement, the Company will implement its Corporate-wide Post Incident Drug and Alcohol Testing Policy.

ARTICLE 17- JURY DUTY

Section 1. An employee with six (6) months or more of service who is called for Jury Duty and does in fact subsequently serve on the jury will receive their normal regularly scheduled daily rate of pay and what they receive for serving on the jury. Such pay will be up to a maximum of twenty (20) days annually of Jury Duty service.

ARTICLE 18 - DEATH IN THE FAMILY

Section 1. In the event of the death of the husband, wife, child, sister, brother, step parent, step children, mother, father, grandmother, grandfather, or grandchildren of an employee, the employee will be granted a leave of absence with pay, for scheduled hours up to three (3) days to be taken from the date of death until one day past the funeral/memorial service.

In the event of the death of the mother-in-law, father-in-law, brother-in-law, sister-in-law, step-sister, step-brother, aunt, uncle, niece, nephew, and first cousin the employee will be granted a leave of absence with pay, for scheduled hours to attend the funeral or related memorial service. Management requires proof of death, which would consist of an acceptable legal notice or other acceptable documentation determined by the Employer. Up to two (2) additional unpaid excused days may be granted upon request of the employee (sick leave/paid personal leave may be used by the employee).

Such time off will be granted to employees actively at work, or scheduled for work when the death occurs, and the employee will be paid for the leave only when such absence due thereto would otherwise result in a loss of regular earnings if this clause were not in effect. Employees on their days off, off sick, or laid-off, etc. shall not be eligible for benefits under this Article.

ARTICLE 19 - SEPARABILITY

Section 1. Nothing contained in this Agreement is intended to violate any Federal or State Laws, rules or regulations made pursuant hereto. If any part of this Agreement is construed to be in such violation, then that part shall be null and void and the parties agree to amend it.

ARTICLE 20- INSURANCE

Section 1. On the first day of the month following sixty (60) of employment, employees working thirty (30) hours or more per week on a regular basis may participate in the Company's Medical, Dental and Vision Plans, according to the Plans and as the Plans may change. Employees enrolled in the Medical, Dental and Vision Plans shall pay their employee premium contributions as follows:

Medical Insurance	Gold Plus Plan (2 Carriers)	60% Company/40% Employee Paid
	Silver Plus Plan (2 Carriers)	80% Company/20% Employee Paid
Dental insurance	Bronze Plus Plan (2 Carriers)	80% Company/20% Employee Paid
	Comprehensive Plan PPO w/Ortho	60% Company/40% Employee Paid
	Managed Care Plan	80% Company/20% Employee Paid
Vision Insurance	VSP Comprehensive Plan	100% Employee Paid
	VSP Exam Plus Plan	100% Employee Paid
Life Insurance	Employee Only \$10,000 benefit	100% Employer Paid
Accident and Sickness	1/8/26 \$250 benefit per week	100% Employer Paid

The Employer will provide each benefit eligible employee, ten thousand (\$10,000) dollars life insurance, and access to employee- paid spouse/dependent life insurance, employee-

paid accidental death and dismemberment insurance, and employee-paid long term disability insurance as described above.

Section 2. Generally, once benefit selections are made, they remain in effect for the rest of the plan year (January 1 – December 31). However, employees may change some of their choices during the year if they have a family or employment status change and notify the Employer in writing within thirty (30) days of the change. A family/employment status change, (as currently defined by the Internal Revenue Service), includes:

1. Marriage, divorce or legal separation, (there must be a court order granting the divorce or legal separation).
2. Death of spouse or other dependent.
3. Birth or legal adoption of a child.
4. Spouse's termination or commencement of employment.
5. Employee or spouse switching from part-time to full-time status.
6. A significant change in the employee's or spouses health care coverage due to your spouse's employment.
7. Employee or spouse taking an unpaid leave of absence.
8. Dependent reaches an age which means they are no longer eligible for benefits under Compass program.

Upon termination of employment, all insurance coverage shall cease immediately with the following exceptions:

1. For employees taking leaves of absence described in Article 13, the Employer will continue insurance coverage until the end of the month in which the leave commences provided that the employee has made all premium co-payments. If a leave extends longer than the initial month, insurance coverage is governed by COBRA.
2. If an employee is granted an unpaid leave of absence in accordance with the FMLA, coverage shall continue for up to twelve (12) weeks, provided all regularly required premium contributions are received.

The Employer reserves the right to reopen this Article in order to maintain compliance with its obligations under the Affordable Care Act.

ARTICLE 21 – EMPLOYER 401K Employees, upon completion of their probation period, may participate in the Employer's 401 (k) program per the terms of the plan.

ARTICLE 22 – RATES OF PAY

All employees currently paid less than \$15.00/hour shall have wage increase per Appendix A in year 1, July 1, 2021.

All employees currently at \$15.00 or greater shall receive a 2.75% increase year 1, July 1, 2021.

All employees shall receive:

Increase	Year
1.5%	July 1, 2022
2%	July 1, 2023

Minimum rates

POSITION	July 1, 2021	
Dishwasher	\$15.00	Tier 1
Utility	\$15.00	
Porter	\$15.00	
Busser	\$15.00	
Cashier	\$15.15	Tier 2
Grub Hub Food Runner	\$15.15	
Host/Hostess	\$15.15	
Barista	\$15.15	
Cook	\$15.15	
Cook Prep	\$15.15	
Cook Helper	\$15.15	
Grub Hub Expo	\$15.15	
Receiving/Storeroom	\$15.15	
Cold Food Salad	\$15.15	
Baker	\$15.15	
Catering Server	\$15.40	Tier 3
*Warehouse/ Delivery Driver	\$15.40	
Leads	\$15.75	Tier 4
Student Worker; less than 30, no benefits	\$15.00	

*Operators shall be subject to all Drug testing per Compass guidelines including PIDAT.

The Employer may provide employee evaluations and may provide wage increases in unique situations at Management's discretion. These evaluations will take place prior to the summer shut-down for those employees whose anniversary date is during the fall and spring semesters. Those employees hired during the summer semester

may have their evaluations on the employee's anniversary date. Employer's determination with respect to any potential ~~performance-based~~ wage increases is not subject to the Grievance and Arbitration provisions of this Agreement and the Company would first notify the Union.

An employee who accepts or is moved to a position in a lower wage classification will retain any wage difference above the classification rate of the previous higher wage classification.

ARTICLE 23 -DURATION

Section 1. This Agreement shall continue in effect from July 1, 2021 and continue uninterrupted until its expiration at midnight June 30, 2024, and shall automatically be renewed from year to year thereafter unless either party serves notice in writing to the other party sixty (60) days prior to the expiration date or anniversary day thereafter of a desire for termination of or change in this Agreement.

In testimony whereof, the parties hereto have caused this Agreement to be executed by their respective representatives hereunto duly authorized.

For the Union:

United Food & Commercial
Workers Union, Local 655

By: 

Date: 9/13/21

For the Company:

Bon Appetit Washington University
Campus, a division of Compass
Group, USA, Inc.

By:  SHAWN LUYTON

Date: SEPT 13/21

Letter of Understanding
Between
United Food and Commercial Workers (UFCW) Local 655
Affiliated with the
United Food and Commercial Workers International Union
Bon Appetit/Compass Group USA, Inc. (the "Employer")
RE: 2020 Recall Flexibility

This Letter of Understanding is an addition to the Collective Agreement reached between the parties encompassing July 1, 2021 - June 30, 2024.

Upon the completion of the rebid in 2020, the parties agree that Management will have flexibility in recall following this unprecedented period to better allow for staffing and to meet the expectations of our client.

This may include but is not limited to, recall by qualifications, non-union concierge style support, recall by specific locations, recall by specific classifications or shifting of duties as a response to operational changes due to COVID 19.

The parties agree that these have been, and continue to be, unprecedented times and this flexibility allows all parties to better secure future sustained employment at Washington University.

For the Union:

United Food & Commercial
Workers Union, Local 655

By: 

Date: 9/13/21

For the Company:

Bon Appetit Washington University
Campus, a division of Compass
Group, USA, Inc.

By:  SHANE LUTON

Date: SEPT 13/21

Letter of Understanding
Between
United Food and Commercial Workers (UFCW) Local 655
Affiliated with the
United Food and Commercial Workers International Union
Bon Appetit/Compass Group USA, Inc. (the "Employer")
RE: Cross Training and Job Flex

This Letter of Understanding is an addition to the Collective Agreement reached between the parties encompassing July 1, 2021 - June 30, 2024.

The parties agree that during the life of this collective agreement, the use of cross training and job flexibility will be promoted.

This in no way shall remove the right of employees to post to a specific job within a classification, but will allow management to better utilize work time when downtime is available within a function or classification.

For the Union:

United Food & Commercial
Workers Union, Local 655

By: 

Date: 9/13/21

For the Company:

Bon Appetit Washington University
Campus, a division of Compass
Group, USA, Inc.

By:  SKANE LUPTON

Date: SEPT 13/21

Letter of Understanding
Between
United Food and Commercial Workers (UFCW) Local 655
Affiliated with the
United Food and Commercial Workers International Union
Bon Appetit/Compass Group USA, Inc. (the "Employer")
RE: Banquet Server

Effective immediately there shall be a new classification, an 'On Call Banquet Server' position classification.

This would be an on call only position with no guarantee of hours, however hours would be offered by seniority to employees in this classification. These employees would be BA trained associates rather than 'temps' to ensure consistency of service during events. These employees shall not work beyond 29 hours, these employees shall not be eligible for Company benefits, these employees shall not be required to pay union dues.

POSITION	July 1, 2020
On Call Banquet Server Position	\$ 18

Effective July 1, 2020, seniority rights for the On Call Banquet Server Position will be separate and apart from the Warehouse/Delivery Driver classification described in Article 8, Section 1 and shall be recognized from the employee's first day worked (date of hire).

It is the intent of both parties that this Memorandum of Understanding is in full effect effective July 1, 2020. This Memorandum shall expire with the expiration of the Bon Appetit Collective Bargaining Agreement.

For the Union:

United Food & Commercial
Workers Union, Local 655

By: 

Date: 9/13/21

For the Company:

Bon Appetit Washington University
Campus, a division of Compass
Group, USA, Inc.

By:  SHANE LUPTON

Date: SEPT 13/21