AGREEMENT

Between

**CANTEEN VENDING SERVICES
A DIVISION OF
COMPASS GROUP USA, INC.**

**FOR THE EMPLOYEES AT ITS
WASHINGTON, D.C. VENDING
OPERATION**

And

**BREWERY AND BEVERAGE DRIVERS,
INSIDE WORKERS, VENDING MACHINE
SERVICEMEN, HELPERS & HOSTESSES, MOBILE
LUNCH DRIVERS, FOOD SERVICE EMPLOYEES,
INFLIGHT FOOD AND COMMUNICATION WORKERS
LOCAL 730
AFFILIATED WITH THE I.B.T.**

Agreement Effective: October 13, 2022 through October 12, 2026

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AGREEMENT

This Agreement, made this thirteenth day of October, 2022 by and between BREWERY AND BEVERAGE DRIVERS, INSIDE WORKERS, VENDING MACHINE SERVICEMEN, HELPER & HOSTESSES, MOBILE LUNCH DRIVERS, FOOD SERVICE EMPLOYEES, INFLIGHT FOOD COMMUNICATION WORKERS LOCAL 730, affiliated with the International Brotherhood of Teamsters, hereinafter called the “UNION” and CANTEEN VENDING SERVICES, A DIVISION OF COMPASS GROUP USA, INC., Washington, D.C. Branch, with its principal place of business at 4501-A Auth Place, Suitland, Prince George's County, Maryland 20746; 9115 Digital Dr., Manassas, Prince William County, VA; and 6501 Virginia Manor Dr., Beltsville, Prince Georges County, MD, 20705 and hereinafter called the “EMPLOYER.”

ARTICLE 1 - PURPOSE

It is the objective of the parties that the obligation of the Employer for the successful prosecution of its business and the fulfillment of its responsibilities to the employees covered by this Agreement be carried on without interference arising from differences between the parties. It is, therefore, the intent of the parties hereto to set forth herein their Agreement with respect to rates of pay and conditions of employment to be observed by the Employer, the Union, and the employees covered by this Agreement to provide procedures for equitable adjustment of grievances; to prevent lockouts, interruptions of work, work stoppages, strikes, or other interferences with the work of the Employer; and to promote harmonious relations between the Employer, its employees and the Union.

ARTICLE 2 - RECOGNITION

Employer recognizes Union as the exclusive bargaining agent for all vending employees in the classifications set forth in Schedule A, attached hereto and made a part hereof, who work in Washington, D.C., and/or the Maryland counties of Prince George's, Montgomery, Charles, Calvert and St. Mary's, and/or Alexandria, Virginia and/or the Virginia counties of Arlington, Fairfax, Loudon and Prince William. All employees other than those included in the classifications specified in Schedule A shall be excluded from the unit represented by the Union and shall not be covered by the terms of this Agreement.

ARTICLE 3 - UNION MEMBERSHIP

Section 1. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing for the duration of this Agreement and those who are not members on the effective date of this Agreement shall on the thirty-first day following their respective employment dates or the effective date of this Agreement , whichever is later, become members in good standing in the Union.

Section 2. It shall be a condition of employment that all employees covered by this Agreement hired on or after its effective date shall on the thirty-first day following the beginning of such employment become members in good standing in the Union. For the purpose of this Article, an employee shall be considered a member of the Union in good standing if they tender the periodic dues and initiation fees uniformly required as a condition of employment.

The failure of any person to become a member of the Union at the required time shall obligate the Employer, upon written notice from the Union to such effect and to the further effect that Union membership was available to such person on the same terms and conditions generally available to other members, to forthwith discharge such person. Further, the failure of any person to maintain their Union membership in good standing as required herein shall, upon written notice to the Employer by the Union, to such effect obligate the Employer to discharge such person.

Section 3. No provisions of this Article shall apply in any state to the extent that it may be prohibited by state law. If under applicable state law, additional requirements must be met before any such provisions may become effective, such additional requirements shall first be met.

ARTICLE 4 - TRANSFER OF COMPANY TITLE OR INTEREST

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event an entire operation or any part thereof is sold, leased, transferred, or taken over by sales, transfer, lease assignment, receivership or bankruptcy proceeding, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. It is understood by this Article that the parties hereto shall not use any leasing device to a third party to evade or circumvent this Agreement. The Employer shall give notice of the existence of this Agreement to the purchaser, transferee, leaser, assignee, etc., of the operation covered by this Agreement or any party thereof. Such notice shall be in writing with a copy to the Union not later than the effective date of sale.

ARTICLE 5 – CHECK-OFF

Section 1. The Employer agrees to deduct Union dues and initiation fees from the wages of employees covered by this Agreement who give express written authorization to Employer for such deductions and to promptly transmit such dues and fees collected to the Union. New employees shall be informed of the current labor agreement and will be referred to the Union's office for the prompt processing of the dues and initiation fees authorization forms.

Section 2. The Employer agrees to deduct monies from the employee's wages to participate in a credit union. All employees must select the same credit union. Employees desiring to have monies deducted shall present signed authorization agreements to the Employer authorizing such deductions. The Employer's sole responsibility to the Credit Union is the deduction of authorized monies from the employees' wages and forwarding said monies to the Credit Union.

Section 3. The Employer agrees to deduct annual D.R.I.V.E. contributions for employees who give express written authorization.

ARTICLE 6 - SENIORITY

Section 1. After ninety (90) days in the employ of the Employer, an employee shall accumulate seniority, effective as of the first day of his/her employment. In the event of layoffs due to lack of business, or promotion or advancement, the Employer shall give due regard to seniority of employees, provided that other factors such as ability, efficiency, experience, knowledge of specific routes and personal factors are equal. Employer's decision on the foregoing shall be subject to review under the grievance procedure.

In the event the Employer needs to administer a layoff, the least senior person in the department that is subject to layoff will be affected; that person shall have the right to bump the least senior person in another department provided he/she is qualified to do the job. The person who is bumped shall have the same option until the person with the least amount of Employer seniority shall be the affected one.

The Employer may not hire new employees in any department when there is a qualified employee on layoff.

Section 2. An employee shall lose their seniority if such employee:

a. quits;
b. is discharged;
c. does not return to work within five (5) working days after the receipt of notice by certified mail of recall from a layoff;
d. is on leave of absence in excess of six (6) months;
e. is on an approved medical leave of absence for twelve (12) months;
f. is absent for five (5) consecutive days without notifying the Employer (unless the employee is incapable of notifying the Employer) shall be considered a voluntary quit; or
g. has been laid off for more than six (6) months.

An employee returning from an approved medical leave of absence shall return to their former job or an equivalent job providing the employee is physically able to do so after taking a physical examination. In the event an employee is absent for medical reasons, the Employer will hold his/her job open for six (6) months.

Section 3. All vacancies or new jobs shall be posted within twenty (20) working days and shall remain posted for three (3) working days in order for employees to bid on the job. Employees may not exercise bid rights until they have completed one (1) year of employment. The Employer shall move the new employee into the new position no later than thirty (30) working days following the award of the position.

Section 4. Seniority shall be department wide; however, in the event vacancies in another department occur, all employees in other departments shall have the right to bid for such a job, and the Employer will take into consideration the following factors in order to determine qualifications, and the most senior employee meeting the qualifications shall be awarded the job.

These factors are:

a. length of service; and

b. ability to perform the work, which includes skill, efficiency and knowledge.

Length of service shall be the governing factor except when the employee with the longer length of service does not, in the judgment of management, have the ability or the physical qualifications to perform the available job in a satisfactory manner.

Section 5. There shall be no more than two (2) bids created by any job opening and any subsequent openings will be filled by management.

Section 6. An employee who bids on a vacancy and is awarded the vacancy, shall not be eligible to bid another vacancy for one (1) year. During said time the content of the job or route shall remain the same, except if stops are added or lost which shall not be considered to change the route.

ARTICLE 7 - MANAGEMENT RIGHTS

The Employer shall have full and exclusive right of management of the business, including direction of the working force, the right to plan, direct and control all business operations, scheduling of overtime work, right to hire, suspend, or discharge for proper cause, the right to lay off employees because of lack of work or for other proper business reasons. New employees who have been employed for less than ninety (90) days may be discharged by the Employer during such ninety (90) days probationary period without cause. The foregoing enumeration of Employer's rights shall not be deemed to exclude its other pre- existing rights which do not conflict with the provisions of this Agreement and nothing in this paragraph shall be deemed to limit the Employer in the exercise of customary and recognized functions of management. The Employer's rights shall not be exercised for the purpose of discrimination against any member of the Union on account of such membership or in any manner which will conflict with the express terms of this Agreement.

ARTICLE 8 - COMPANY RULES

Within forty-five (45) days of ratification of the collective bargaining agreement, the Employer shall provide a copy of the Employer rules to all employees covered by the agreement. The Employer shall also provide Local 730 with a copy. The Employer shall give fifteen (15) days' notice in writing of any changes in rules.

Section 1. The Union agrees that employees covered by this Agreement will comply with all rules, regulations and conditions of employment established by the Employer.

Dishonesty, drunkenness, inefficiency, insubordination, and gross neglect or willful violation of such rules, regulations and conditions of employment will be cause for immediate discharge. All employees will be given a copy of the Employer rules and regulations when hired. Each employee will read and sign. A copy will be given to the employee and a copy will be placed in the employee's file.

Section 2. The Employer may schedule one (1) meeting per quarter for all employees. Said meetings shall be no longer than one (1) hour and shall be held in the afternoon of either Tuesday or Thursday. The employees shall receive two (2) weeks' notice prior to the meeting and said meeting shall be on the employees' time. Training meetings may be held during or after work but for no longer than two (2) hours each. Training meetings may not be held more than once per week and not during the same week as quarterly meetings. The Employer shall give seventy-two (72) hours' notice prior to any training meetings. This shall not include counseling sessions.

Hourly employees will receive their regular hourly rate of pay and commissioned employees will receive relief driver's rate of pay for the time spent in such meetings.

Section 3. The Employer may require drug and alcohol testing for clearance purposes. Employees may not decline testing if they wish to bid on or continue to service that location.

ARTICLE 9 - GENERAL PROVISIONS

Section 1. The Employer agrees that during the term of this Agreement, no employee shall suffer any reduction in their rate of compensation or other benefits, unless his/her job classification changes.

Section 2. Employees are strictly accountable for all collections and merchandise.

Section 3. If an employee is required to furnish a surety bond, the cost of such bond shall be paid by the Employer. It is understood that the Employer will not be required to retain the service of any employee who handles money who is not approved by a reputable bonding Employer.

Section 4. The parties agree to abide by the Family Medical Leave Act where it exceeds the provisions of this contract.

Section 5. Properly credited representatives of the Union shall be permitted access to the Employer's premises at any time upon advanced notification.

Section 6. If any Article or Section of this Agreement is declared invalid or must be revised to conform to any Federal Agency ruling, the parties hereto shall meet. As a result of any such meeting, an adjustment shall be made so that no employee covered herein shall suffer any reduction in wages nor shall the Employer suffer any increase in the total wage cost.

Section 7. The Employer shall provide documentation of credit card readers upon request and not less than once per month.

Section 8. The Employer will not require employee travel form one facility to another (Suitland to Manassas or vice versa) for meetings.

Section 9. Commissioned drivers shall be compensated at the utility hourly rate when their vehicles become disabled due to reasons beyond their control.

Section 10. The Employer and Union agree that there shall be a Joint Labor-Management Committee (the "JLM") 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 (1) time each quarter. A written agenda shall be established for each meeting. Such meetings shall not be construed as opening the Agreement for negotiations, nor shall any subject matter at the meetings constitute a step in the grievance procedure. Employees shall be paid at their regular hourly rate for time spent at JLM meetings.

Section 11. Acts of God; Pandemic(s). The workweek for hourly employees shall be Monday through Friday, forty (40) hours per week. For Order Builders, the workweek will be Sunday through Thursday. However, shutdown days when work is not available and acts of God or conditions beyond the control of the Employer shall break the guarantee. Also, when an employee absents her/himself for any reason, it shall break the guarantee.

ARTICLE 10 - SHOP STEWARDS

Section 1. The Employer recognizes the right of the Union to designate shop stewards and alternates.

Section 2. The authority of shop stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;

2. The collection of dues when authorized by appropriate local union action;

3. The transmission of such messages and information which shall originate with, and are authorized by the local union or its officers, provided such message and information:

    a. have been reduced to writing, or

    b. if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business.

c. the Employer shall e-mail shop stewards notices of new job bids.

Section 3. Shop stewards and alternates have no authority to take strike action or any other action interrupting the Employer's business, except as authorized by official action of the Union. The Employer recognizes these limitations upon the authority of shop stewards and their alternates, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge in the event the shop steward has taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement.

ARTICLE 11 - COMPENSATION

The hourly rate of pay for each employee shall be based on Schedule A and Schedule B.

ARTICLE 12 - VACATIONS

Section 1. All employees of the Employer covered by this Agreement shall receive vacation benefits, and the vacation schedule shall be as follows:

December	One (1) day
November	Two (2) days
October	Three (3) days
September	Four (4) days
August	Four (4) days
January – July	One (1) week
After two (2) years	Two (2) weeks
After seven (7) years	Three (3) weeks
After ten (10) years	Four (4) weeks
After twenty-five (25) years	Five (5) weeks

Section 2. Employees shall have their vacation pay determined on their prior year W-2 divided by the number of weeks worked in the previous calendar year of one-fifth (1/5) of one-fifty-second (1/52) of the prior year W-2 per day.

Section 3. Vacation requests shall be completed by December 1st of each year for the following year. Should requests not be submitted by December 1st, they will be granted at the discretion of management based upon business needs.

Section 4. If a holiday falls during a vacation week, the employee may take an additional days pay or an additional day off. The day off does not have to be the day before or after the vacation, but it must be scheduled and agreed to when the vacation schedule is established.

Section 5. Each employee shall receive their vacation check before going on vacation. The Employer shall post leave statuses rather than add them to paystubs.

Section 6. The bid period for vacation shall be November 1st to December 1st. Bids prior to December 1st shall take priority over those bids received past December 1st. Vacation bids sheets shall be posted in each facility and each department no later than November 1st.

Section 7. Upon termination, an employee who has been employed for more than one year shall be entitled to be paid for all accrued vacation. An employee who resigns must give seven (7) days' notice of resignation in writing to be eligible to be paid such unused vacation. Such payment shall be made by the next regularly scheduled payday.

Section 8. If an employee quits or is laid off before one (1) year's continuous employment, no vacation pay shall be allowed. Employees discharged for dishonesty, sale, use or possession of controlled substances, intoxicated or willful acts of misconduct shall forfeit all rights to such pro-rata vacation pay.

Section 9. Supervisors may operate sales route during vacation periods and emergencies.

ARTICLE 13 - HOLIDAYS

Section 1. The following will be paid employee holidays for all employees with more than ninety (90) days of seniority:

1. New Year's Day
2. Memorial Day
3. Fourth of July
4. Labor Day
5. Thanksgiving Day
6. Christmas Day

providing the employee has reported for work on the scheduled workday before and the scheduled workday after the holiday, unless excused by the Employer for medical reasons. The Employer has the right to request a physician's documentation of the absence. In the event the Employer requires any hourly rated employee to work any such holidays because of business requirements, such employee shall be paid in addition to their regular rate, a total of time and one-half (1 ½) the regular rate of pay for such hours of work.

Section 2. In addition to the above, six (6) floating holidays are to be taken on days mutually agreed upon by employee and Employer and observed as holidays without loss of pay, providing the employee works the scheduled workday before and scheduled workday after the agreed upon day. The parties agree that Martin Luther King Day and Juneteenth may be used as floating holidays, so long as the employee provides the required notice to Employer. When the Employer designates a shutdown day, employees may use a floating day or vacation day. The Employer will make a good faith effort to identify the upcoming year's shutdown days in December of the previous year.

Section 3. Shutdown days not notified in December of the prior year will be treated as layoff days and seniority will prevail.

Section 4. An employee may carry over unused floating days if the Employer has denied the employee(s) use of such days.

Section 5. When a holiday falls on Sunday, the following Monday shall be classified as a holiday for all union employees.

When a holiday falls on a Saturday, all employees shall have the immediately preceding Friday off with full pay. Should any hourly employee be required to work on such a Friday, such employee shall be paid in addition to their holiday pay at the rate of time and one-half (1 ½).

Section 6. When the day of observance of the above holiday is changed by Federal Proclamation, the announced day shall be recognized as the appropriate holiday.

Section 7. Holiday pay compensation shall be computed on the basis of one-fifth (1/5) of one-fifty-second (1/52) of the prior year's W-2, or one-fifth (1/5) of the W-2 divided by the prior year's average number of weeks worked.

Section 8. If an employee is scheduled to work on a holiday and fails to report for work on the holiday, the holiday pay is forfeited.

Section 9. Employees will be paid at year's end for unused personal days.

ARTICLE 14 - UNIFORMS

Section 1. When the Employer requires uniforms to be worn, it agrees to provide at its cost such uniforms. The normal compliment of uniforms shall be: five (5) summer shirts, five (5) winter shirts, five (5) pair of pants or shorts and one (1) jacket, a winter jacket.

Section 2. Uniform shorts may be worn between March 1st and October 31st of each year.

Section 3. The Employer will purchase rainwear made available to interested employees. The Employer shall provide replacements for uniforms upon request for uniforms requiring such due to ordinary wear and tear within twenty-five (25) days. The Employer will create a form to track this process of requested and received uniforms.

ARTICLE 15 - MILITARY RESERVE AND NATIONAL GUARD

An employee shall be compensated for time lost due to required reserve or National Guard duty to a maximum of ten (10) days per calendar year. Weekend service shall not be eligible for compensation. Daily payment for hourly employees shall be eight (8) hours times the employee's hourly rate less any military or National Guard pay received. Daily payments for commissioned employees shall be one-fifth (1/5) of vacation pay less any military or National Guard pay received. In the event that military or National Guard pay is higher than the employee's daily payment from the Employer, no reimbursement shall be made.

ARTICLE 16 - GRIEVANCES

Section 1. A grievance is hereby defined to be any controversy, complaint, misunderstanding, or dispute concerning the meaning and/or interpretation of this Agreement; provided however, that a discharge within the first ninety (90) days of employment shall not be subject to the grievance procedures of this Agreement.

Section 2. Any grievance arising between the Employer and the Union, or an employee represented by the Union shall be settled in the following manner:

Step 1. The aggrieved employee or employees must present the grievance to the Shop Steward within five (5) working days after the reason for the grievance has occurred, except no time limit shall apply in case of violation of wage provisions of this Agreement. If a satisfactory settlement is not effected with the foreman within three (3) working days, the Shop Steward and employee shall submit such grievance in writing to the Union's Business Representative and the Employer within ten (10) working days after the reason for the grievance has occurred.

Step 2. The Business Representative shall then take the matter up with a representative of the Employer with authority to act upon such grievance. A decision must be made within five (5) working days.

Section 3. If no satisfactory settlement can be agreed upon, the parties shall select an arbitrator from a panel provided by the Federal Mediation and Conciliation Service. The parties shall have fifteen (15) days from the expiration of Step Two to petition for a panel of Arbitrators. Upon receipt of the panel the Union and the Employer shall have ten (10) days to reply with their preferred selection. The expense of the Arbitrator shall be borne equally by the Employer and the Union. If either party fails to abide by the time steps, the grievance is either won or withdrawn unless the time is extended in writing by mutual agreement.

Section 4. The Arbitrator shall not have the authority to amend or modify this Agreement or establish new terms or conditions under this Agreement.

Section 5. Both parties agree to accept the decision of the Arbitrator as final and binding.

Section 6. The Employer shall provide the Union with a copy of all disciplinary actions issued to any employee covered by this Agreement.

ARTICLE 17 - STRIKES AND LOCKOUTS

Section 1. During the term of this Agreement, there shall be no lockout by the Employer, nor shall there be any strike, stoppage or slowdown of work, walk outs, jurisdictional disputes, secondary boycotts, or other direct or indirect forms of pressure by the employees covered by this Agreement or by the Union.

Section 2. It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter any property involved in a lawful primary picket line not in violation of this Agreement. Said picket lines must be approved by the Teamsters' Joint Council No. 55.

ARTICLE 18 - FUNERAL LEAVE

Section 1. Full-time employees shall be granted up to three (3) days funeral leave in the event of the death of their father, mother, father-in-law, mother-in-law, sister, brother, son-in-law, daughter-in-law, spouse, child, step-father, step-mother, step-brother, step-sister, and step-grandchild.

Section 2. Two (2) days off, to attend the funeral, will be allowed in the case of the death of grandparents.

Section 3. An employee may receive a leave of absence, without pay, after the funeral provided prior request is made and approved by the Employer.

Section 4. For all employees, pay will be based on their vacation pay.

Section 5. Proof of death, relationship, or attendance at the funeral may be required by the Employer.

ARTICLE 19 - JURY DUTY

Whenever an employee with at least one hundred twenty (120) days service is required to serve on a jury during their normal work week, such employee shall be compensated for the difference between the wages that would normally be paid by the Employer and the amount received from such service for each day of jury service. Wages will be based on vacation pay for all employees.

ARTICLE 20 - SICK LEAVE

Section 1. After one (1) year of service employees shall be entitled to seven (7) sick days each contract year. Such days are available at the start of each contract year. Employees who complete their first year of service in mid-contract shall have their sick days prorated from their anniversary date to the end of the current contract year. Wages will be based on vacation pay for all employees.

Section 2. An employee may accumulate up to forty (40) days in sick leave. After accumulating forty (40) days of sick leave, an employee shall be entitled to a bonus payment of up to seven (7) days unused sick days to be paid at their regular rate of pay by December 15th of each year.

Section 3. Proof of illness may be required on the third (3rd) continuous day of absence.

Section 4. An employee may do a one-time transfer for an ill employee of an unlimited number of days of his/her current year's sick leave to another employee who has exhausted his/her sick leave and who is diagnosed with a long-term catastrophic illness.

Section 5. Employee in excess of twenty-five (25) years of service will be eligible to be paid out or use down unused sick leave prior to retirement, up to fifteen (15) days.

ARTICLE 21 - OTHER BENEFITS - HEALTH AND WELFARE

Section 1. The Union shall provide Health Insurance benefits to the employees through the Beverage and Brewery Drivers Local Union No. 67 Health and Welfare Trust Fund. Employer shall make contributions of its share of the premiums to Beverage and Brewery Drivers Local Union No. 67 Health and Welfare Trust Fund.

Section 2. Health Insurance Premiums. The Employer agrees to remit, on a weekly basis, the following amounts for the Health Insurance premiums for each eligible employee, after thirty (30) days:

	Ratification Date	10/13/2023	10/13/2024	10/13/2025
Employee's Share of Premium	$27.50/week	$30.00/week	$32.50/week	$35.50/week
Employer's Share of Premium	$183.00/week	$188.00/week	$193.00/week	$200.00/week

Section 3. The employees pay any additional amount required by the Trustees of the Fund to main benefits.

Section 4. During the life of the Agreement if the Trustees of the Fund conclude that it is necessary, in order to maintain the appropriate level of benefits, to increase the required employee contribution to the Fund, it will promptly notify the Employer and the Employer agrees to deduct required additional amount from each employee's paycheck and forward it to the Fund on a weekly basis.

Section 5. In the event an employee becomes sick or injured, the Employer shall continue to make contributions for up to three (3) months.

Section 6. The Employer to participate in IBT Pre-Paid Legal Services at $.07/hour. Effective January 1, 2018, $.07/hour/eligible employee for each year of the contract, for hours actually worked, up to a maximum of forty (40) hours worked.

ARTICLE 22 - DISCHARGE OR SUSPENSION

Section 1. The Employer shall not discharge nor suspend any employee without just cause. In all cases involving the discharge or suspension of any employee, the Employer must immediately notify the shop steward in writing of this discharge or suspension and the reason therefore; and a copy shall be mailed to the Local Union office, within three (3) working days from the time of the discharge or suspension.

Section 2. In respect to discharge, the Employer must give at least one (1) warning notice, provided, however, that dishonesty, drunkenness, insubordination and gross neglect or willful violation of such rules, regulations and conditions of employment shall be cause for immediate discharge without prior warning. The warning notice as herein provided shall not remain in effect for a period of more than twelve (12) months from the date of the occurrence upon which the complaint and warning notice are based.

Section 3. Any employee discharged, must be paid in full for all wages owed such employee by the Employer, including earned vacation pay, if any, within seven (7) days from the date of discharge.

Section 4. A discharged or suspended employee must advise their Local Union in writing two (2) working days after receiving notification of such action against them, or their desire to appeal the discharge or suspension. Notice of appeal from discharge or suspension must be made to the Employer in writing within five (5) days from the date of discharge or suspension.

Section 5. Should it be proven that an injustice has been done to a discharged or suspended employee; such employee shall be fully reinstated in their position and compensated at their usual rate of pay for lost work opportunity. If the Union and the Employer are unable to agree as to the settlement of the case, then it may be referred to the Grievance Procedure as set forth in Article 15 within ten (10) days after the above notice of appeal is given to the Employer.

ARTICLE 23 - NON - DISCRIMINATION

Section 1. The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin or age (between the years of 40 and 65), nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin or age (between the years of 40 and 65).

Section 2. The Employer and the Union agree that there will be no discrimination by the Employer or the Union against any employee because of their membership in the Union or because of any employees' lawful activity and/or support of the Union.

Section 3. The parties to this labor agreement commit to abide by the Americans with Disabilities Act (A.D.A.) and hereby recognize the Employer's responsibility to accommodate while the Union retains its right to grieve seniority issues.

ARTICLE 24 - ENTIRE AGREEMENT

This Agreement represents the entire agreement between the two parties. No other agreements, oral or written, are in effect unless otherwise agreed to in writing by both parties.

ARTICLE 25 - COMPANY 401(k) PLAN

Eligible employees may participate in the Compass 401(k) Plan according to the Plan.

ARTICLE 26 - DURATION

The parties agree to a four-year contract. This Agreement shall become effective upon the October 13, 2022 and shall continue in effect through October 12, 2026 and shall automatically renew itself from year-to-year thereafter unless either party gives notice by registered mail to the other at least sixty (60) days prior to the date of the expiration of this Agreement or any renewal thereof that such party desires to modify, amend, or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and year above written.

CANTEEN VENDING SERVICES,
A DIVISION OF
COMPASS GROUP USA, INC.

By: ______

Name: Bruce Battle
Its: Regional Vice President
Date: 2/28/2023

By: Mike Brassell

Name: Michael Brassell
Its: Regional Director
Date: 2/28/23

BREWERY AND BEVERAGE DRIVERS,
INSIDE WORKERS, VENDING MACHINE
SERVICEMEN, HELPER & HOSTESSES,
MOBILE LUNCH DRIVERS, FOOD SERVICE
EMPLOYEES, INFLIGHT FOOD AND
COMMUNICATION WORKERS LOCAL 730

By: Franklin B. Myers

Name: Franklin B. Myers
Its: Vice President & Secretary
Date: 02/28/2023

SCHEDULE A
Vending Service

A. **Vending Route Service Drivers**. The Vending Route Service Drivers will be paid in accordance with the following Base Pay and Commission structure:

	10-13-22	10-13-23	10-13-24	10-13-25
Base Pay	$325/wk.	$335/wk.	$345/wk.	$355/wk.
Commission	6.30%	6.30%	6.40%	6.40%

B. **Hourly Employees**. Hourly employees will be paid in accordance with the following:

Classification	CURRENT CBA RATE	**Wage Increase on 10/13/2022**	**Wage Increase on 10/13/2023**	**Wage Increase on 10/13/2024**	**Wage Increase on 10/13/2025**
Shop Mechanic / Utility Mechanic	$28.60	$1.40	$0.50	$0.50	$0.75
Senior Mechanic A	$28.05	$1.40	$0.50	$0.50	$0.75
Mechanic B	$24.85	$1.40	$0.50	$0.50	$0.75
Install Mechanic / Maintenance	$24.10	$1.40	$0.50	$0.50	$0.75
Warehouse	$25.18	$1.00	$0.50	$0.50	$0.75
Lead Warehouse	$26.51	$1.00	$0.50	$0.50	$0.75
Transport Driver	$25.29	$1.00	$0.50	$0.50	$0.75
Utility Driver	$27.40	$1.00	$0.50	$0.50	$0.75
Avenue C Merchandiser	$27.40	$1.00	$0.50	$0.50	$0.75
Order Builder	$18.70	$1.30	$0.50	$0.50	$0.50

C. **Breaks**. Hourly employees are entitled to one ten (10) minute paid break per day.

D. **Overtime in Excess of 40 Hours per Week**. Hourly employees will receive one and one-half (1.5) times the normal hourly rate for all hours worked in excess of forty (40) hours per week.

E. **Holiday.** Hourly employees required to work on a designated Holiday shall be compensated at the rate of double time (2x) the regular hourly rate with a minimum guarantee of four (4) hours, plus holiday pay.

F. **Weekly Standby**. An employee assigned to Weekly Standby shall be paid one hundred dollars ($100.00) per week, plus time and one-half (1 ½), portal-to-portal, as has been the practice.

G. **Mechanic B Promotion**. The classifications of maintenance employees shall be predicated on demonstrated ability. The Mechanic B will progress to the Senior Mechanic A classification after fifteen (15) months in the Mechanic B classification and the required EPA certification.

The Employer may promote a Mechanic B to a Senior Mechanic A in less than fifteen (15) months if that mechanic has demonstrated the ability to do the job and has the EPA certification.

The Employer will provide training to vending mechanics on a periodic basis for new and existing machines.

H. **Installation**. Installation workers will not be required to move any equipment that is not owned by the Employer, unless it is empty.

I. **Commission for Free Vending and Subsidized Vending**. For Free Vending Machines, the Route Service Driver will be paid commission on the average District sale price of the product. For Subsidized Vending, the Route Service Driver will be paid commission on the average vend price, plus the subsidy that is billed to the client.

J. **Day 6 and Day 7 Rates for Route Service Driver**. If a Route Service Driver is required to work on a weekend, they shall be entitled to receive their Commission, plus rates as follows:
- $10.25/hour for Day 6 (with a minimum guarantee of 4 hours)
- $15.25/hour for Day 7 (with a minimum guarantee of 4 hours)

K. **Day 6 and Day 7 Work for Hourly Employee**s. To the extent that hourly workers are required to work on weekends, they share be paid as follows:
   a. Hourly employees required to work on Day 6 shall be compensated at one and one-half (1.5) times the regular hourly rate with a minimum guarantee of four (4) hours.
   b. Hourly employees required to work on Day 7 shall be compensated at the rate of two (2) times the regular hourly rate with a minimum guarantee of four (4) hours.

L. **Posting of Schedules**. For Vending Route Service Drivers, Saturday, Sunday and Holiday work on routes shall be posted by the preceding Thursday. The route person normally assigned the route shall have the first opportunity for the premium work on the route. If at the close of business on Monday the available routes have not been signed for the regular route person, the Employer shall rebid the routes for open bidding within the route and relief route classifications; said bid shall be posted on Tuesday and removed at the close of business on Thursday. Routes that have not been signed for shall be combined and assigned to the least senior route person(s); upon such assignment the servicemen assigned shall receive a guarantee of four (4) hours of work.

M. **Bargaining Unit Work**. No maintenance or shop work shall be performed by supervisors or by any other non-union employees, except in emergency situations.

N. **Training Pay**. The Employer may select a commissioned Route Service Driver by mutual agreement (not seniority) to train new Route Service Driver and such employee will be paid an additional twenty-five dollars ($25.00) per day to do such training.

The Employer may use a Utility Driver to do the training, but the Utility Driver will not receive an additional twenty-five dollars ($25.00) per day.

O. **New Route Service Drivers Training Pay**. New Route Service Driver will be paid seven hundred dollars ($700.00) per week with no Commission, not to exceed six (6) weeks (the "New

Route Training Pay"). Once Route Service Driver is assigned a route, he/she will no longer be paid the above New Route Training Pay, but will be paid the Base plus Commission. During the training process, if the employee is assigned to work alone temporarily, he/she will be paid the New Route Training Pay or Base, plus Commission, *whichever* is greater.

P. **Order Builder Premium:**

a. **Designated Loader.** Designated Loaders will receive a premium of $0.50 per hour for all hours worked.

b. **Sunday Work.** Order Builders who work on a Sunday, will receive a premium of $0.30 per hour for that day. Notwithstanding the foregoing, if the Order Builder performs loading on Sunday, the premiums will not be stacked, and only the $0.50 per hour premium for all hours worked.

Q. **Compensation Review for Vending Route Service Drivers for Vending Service**.

With regard to the Vending Route Service Drivers for Vending Service only (excluding Avenue C Merchandisers and Office Coffee Service), the Employer and Union agree to meet and review the compensation structure quarterly in the initial year (i.e., first week of April, 2023, first week of July, 2023, first week of October, 2023). With regard to this review, the Employer and Union agree to meet, in good faith, and discuss the compensation structure solely for this group of employees. In addition to the quarterly review, the Employer and Union agree to meet for two (2) annual compensation re-openers (i.e., January 6, 2024, January 6, 2025) for Vending Route Service Drivers for Vending Service only. For purposes of the January 6, 2024 re-opener, the Employer and Union agree that such re-opener will only apply if the Vending Route Service Drivers' average compensation has declined from 2022 levels (under the Base Pay structure), utilizing consistent metrics (e.g., routes, productivity, loss or transfer of business), as compared to the actual compensation received in 2023 under the compensation structure in this Agreement. For purposes of the January 6, 2025 re-opener, the Employer and Union agree that such re-opener will only apply if the Vending Route Service Drivers' average compensation has declined from 2023 levels (under the Base Pay structure), utilizing consistent metrics (e.g., routes, productivity, loss or transfer of business), as compared to the actual compensation received in 2024 under the compensation structure in this Agreement.

SCHEDULE B
Office Coffee Service

1. **Coffee Service Drivers**. The *current* Coffee Service Driver (a/k/a Refreshment Service Driver) will be paid on the following basis:

	10-13-22	10-13-23	10-13-24	10-13-25
Base Pay	$675/wk.	$685/wk.	$695/wk.	$705/wk.
Commission	2.1%	2.1%	2.2%	2.2%

2. **Hourly Employees**. Hourly employees will be paid in accordance with the following:

Classification	CURRENT CBA RATE	**Wage Increase on 10/13/2022**	**Wage Increase on 10/13/2023**	**Wage Increase on 10/13/2024**	**Wage Increase on 10/13/2025**
Utility Mechanic	$28.60	$1.40	$0.50	$0.50	$0.75
Senior Mechanic A	$28.05	$1.40	$0.50	$0.50	$0.75
Mechanic B	$24.85	$1.40	$0.50	$0.50	$0.75
Warehouse	$25.18	$1.00	$0.50	$0.50	$0.75
Lead Warehouse	$26.51	$1.00	$0.50	$0.50	$0.75
Attendant	$23.95	$1.00	$0.50	$0.50	$0.75
OCS Coffee Route*	$25.29	$1.00	$0.50	$0.50	$0.75
Utility Driver	$27.40	$1.00	$0.50	$0.50	$0.75

3. **Breaks**. Hourly employees are entitled to one ten (10) minute paid break per day.

4. **Overtime in Excess of 40 Hours per Week**. Hourly employees will receive one and one-half (1.5) times the normal hourly rate for all hours worked in excess of forty (40) hours per week.

5. **Holiday.** Hourly employees required to work on a designated Holiday shall be compensated at the rate of double time (2x) the regular hourly rate with a minimum guarantee of four (4) hours, plus holiday pay.

6. **Weekly Standby**. An employee assigned to Weekly Standby shall be paid one hundred dollars ($100.00) per week, plus time and one-half (1.5), portal-to-portal, as has been the practice.

7. **Mechanic B Promotio**n. The classifications of maintenance employees shall be predicated on demonstrated ability. The Mechanic B will progress to the Senior Mechanic A classification after fifteen (15) months in the Mechanic B classification and the required EPA certification. The Employer may promote a Mechanic B to a Senior Mechanic A in less than fifteen (15) months if that mechanic has demonstrated the ability to do the job and has the EPA certification.

The Employer will provide training to vending mechanics on a periodic basis for new and existing machines.

8. **Posting of Schedules**. For Coffee Service Drivers, Saturday, Sunday and Holiday work on routes shall be posted by the preceding Thursday. The route person normally assigned the route shall have the first opportunity for the premium work on the route. If at the close of business on Monday the available routes have not been signed for the regular route person, the Employer shall rebid the routes for open bidding within the route and relief route classifications; said bid shall be posted on Tuesday and removed at the close of business on Thursday. Routes that have not been signed for shall be combined and assigned to the least senior route person(s); upon such assignment the servicemen assigned shall receive a guarantee of four (4) hours of work.

9. **Bargaining Unit Work**. No maintenance or shop work shall be performed by supervisors or by any other non-union employees, except in emergency situations.

10. **Training Pay**. The Employer may select a commissioned Coffee Service Drivers by mutual agreement (not seniority) to train new Coffee Service Driver employees and such employee will be paid an additional twenty-five dollars ($25.00) per day to do such training.

    The Employer may use a Utility Driver to do the training, but the Utility Driver will not receive an additional twenty-five dollars ($25.00) per day.

11. **Day 6 and Day 7 Work for Hourly Employee**s. To the extent that hourly workers are required to work on weekends, they share be paid as follows:
    a. Hourly employees required to work on Day 6 shall be compensated at one and one-half (1.5) times the regular hourly rate with a minimum guarantee of four (4) hours.
    b. Hourly employees required to work on Day 7 shall be compensated at the rate of two (2) times the regular hourly rate with a minimum guarantee of four (4) hours.