

**AGREEMENT**

Between

**CANTEEN VENDING SERVICES,  
a division of Compass Group USA, Inc.**

**For the Employees At  
APPLETON VENDING**

And

**GENERAL TEAMSTERS, LOCAL 662  
affiliated with the  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

***great* people  
*great* service  
*great* results**



**September 1, 2019 through August 31, 2022**

**#5082  
dm**

## TABLE OF CONTENTS

		<u>PAGE</u>
ARTICLE 10	ANTI-DISCRIMINATION	15
ARTICLE 20	ARBITRATION	24
ARTICLE 27	BREAKDOWN AND PAID FOR TIME	27
ARTICLE 16	BUSINESS REPRESENTATIVE/BULLETIN BOARD	21
ARTICLE 30	CREDIT UNION	28
ARTICLE 29	DEFERRED BENEFITS	28
ARTICLE 15	DUES CHECK-OFF	20
ARTICLE 11	DISCIPLINE	15
ARTICLE 35	DURATION OF AGREEMENT	31
ARTICLE 8	EXTRA WORK	15
ARTICLE 17	GENERAL MISCELLANEOUS PROVISIONS	21
ARTICLE 19	GRIEVANCE PROCEDURE	23
ARTICLE 28	HANDICAPPED WORKER	27
ARTICLE 4	HOLIDAYS	8
ARTICLE 3	HOURS OF WORK AND WORK WEEK	5
ARTICLE 14	INSURANCE AND SICK LEAVE	17
ARTICLE 6	JURY DUTY/BEREAVEMENT ALLOWANCE	11
ARTICLE 26	LEAVE OF ABSENCE	26
ARTICLE 24	MAINTENANCE OF STANDARDS	25
ARTICLE 33	MANAGEMENT RIGHTS	30
ARTICLE 9	MILITARY SERVICE	15
ARTICLE 22	PAY PERIOD	24
ARTICLE 31	PENSION	28
ARTICLE 18	PROTECTION OF RIGHTS	23
ARTICLE 1	RECOGNITION/UNION SECURITY	1
ARTICLE 12	ROUTE ADJUSTMENTS	16
ARTICLE 21	SEPARABILITY AND SAVINGS CLAUSE	24
ARTICLE 7	SENIORITY	12
ARTICLE 32	STEWARDS	30
ARTICLE 34	TECHNOLOGY AGREEMENT	30
ARTICLE 25	TRANSFER OF COMPANY TITLE OR INTEREST	26
ARTICLE 13	UNIFORMS	17
ARTICLE 5	VACATIONS	9

TABLE OF CONTENTS (continued)

	<u>PAGE</u>
ARTICLE 2 WAGES AND CLASSIFICATIONS	2
ARTICLE 23 WORKING CONDITIONS	24
ADDENDUM "A"	32

## AGREEMENT

The Compass Group USA, Inc., by and through its Canteen Vending Services Division, Appleton , hereinafter referred to as the "*Employer*" and General Teamsters, Local 662, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "*Union*", agrees to be bound by the terms and provisions of this Agreement.

WHEREAS, both parties are desirous of preventing strikes and lockouts and to maintain a uniform minimum scale of wages, hours and working conditions among the members of the Union and concerns, individuals, and corporations hiring and employing all employees excluding all managers, office clerical employees, guards and supervisors, as defined in the Act, and to facilitate a peaceful adjustment of all grievances and disputes which may arise from time to time between the Employer, the Union, and the Employer's employees as above described, the following conditions are set forth;

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

### ARTICLE 1 - RECOGNITION/UNION SECURITY

In the event that there is a change in law, so that continuing employment may be conditioned on obtaining and maintaining Union membership or the payment of Union dues, the Union and Company agrees that the following language shall apply.

Section 1. The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all full-time and regular part-time Service and Service Utility employees, Maintenance and Maintenance Utility employees, and Vending attendant employees employed by the Employer at its branches located in the Appleton area, or at any location to which said branch may be relocated; but excluding all managers, office clerical employees, guards and supervisors as defined in the National Labor Relations Act, and all other employees.

Section 2. All present employees covered by this Agreement who are members of the Union on the effective date of this provision shall remain members in good standing as a condition of employment. All present employees who are not members of the Union on the effective date of this provision and all employees who are hired hereafter shall become and remain members of the Union in good standing as a condition of employment on and after the thirty-first (31<sup>st</sup>) day following the beginning of their employment or on and after the thirty-first (31<sup>st</sup>) day following the effective date of this provision, whichever is the later.

**(ARTICLE 1 - RECOGNITION/UNION SECURITY continued)**

Section 3. When the Employer needs additional help, he/she shall give the Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Union.

**ARTICLE 2 - WAGES AND CLASSIFICATIONS**

Section 1.

The hourly wage rates for employees working in the following classifications during the term of this Agreement shall be as follows:

Classification	9/1/19	9/1/20	9/1/21
Utility	\$18.21	\$18.56	\$18.91
Hourly Route Service	\$18.06	\$18.41	\$18.76
Maintenance	\$19.74	\$20.49	\$21.24
*Order Builder	\$13.65	\$14.00	\$14.35
Lead Order Builder	\$19.21	\$19.56	\$19.91
Scheduler	\$19.21	\$19.56	\$19.91

Maintenance employees who are NAMA certified shall receive an additional twenty five (25) cents per hour on 9/1/06 and an additional twenty five (25) cents per hour on 9/1/09. Any other employees who are NAMA certified and work as the maintenance person for the day or the week will be paid the monies as well.

Employees (except order builders) hired after September 1, 1997 shall receive the following progression rates:

1st 60 days                      Ninety percent (90%) of top rate of pay  
After six (6) months            Ninety-five percent (95%) of top rate of pay  
After twelve (12) months      Top rate of pay

\*Order Builders shall be paid \$12.25 for the first six (6) months in the position and then will move to the top rate of pay. Part-time order builders shall be bargaining unit positions.

Utility drivers hired after September 1, 2016 shall be at ninety percent (90%) of the utility pay during the first sixty (60) days of employment. Only utility drivers shall be guaranteed of \$700 a week when covering a route.

**(ARTICLE 2 - WAGES AND CLASSIFICATIONS continued)**

Section 2.

- A) Commission Rate 6.0%

The commission rate for commission route drivers hired after the implementation of *SmartService* shall be 5% for the first three (3) years of employment. After the completion of three (3) years of service, their commission rate shall be increased to 6%.

Commission route service personnel hired before September 1, 2016 and with six (6) or more years of service shall receive a base pay of \$110.

- B) Coffee Route: Commission rate shall be 6.0% with a weekly guarantee of \$700. They shall receive a weekly base pay of \$50.00 per week during the first three (3) years and thereafter \$75.00 a week.
- C) Avenue C: Commission rate shall be 6.0%. The weekly guarantee and base pay shall be the same paid to commission route service personnel as outlined above.
- D) **Delivery/Warehouse = Utility:** All work performed outside regular route service duties shall be paid at the top utility classification hourly rate.
- E) **Extra Days:** Commission structure is based upon a normal five (5) day work week. Work performed on the sixth (6<sup>th</sup>) day shall be paid at the route service rate at time and one-half (1-1/2x). Work performed on the seventh (7<sup>th</sup>) day shall be paid at the route service rate at double time (2x). Holidays worked shall also be paid at the route service rate at double time (2x) for all hours actually worked.
- F) Commission will be computed on the actual money collected and turned in or the amount invoiced.

**Free Vend:**

- Will be paid at applicable commission rate of invoice to customer

- G) Weekly guarantees as outlined below will be paid to all eligible commission route service personnel. Said weekly guarantee is based on a five (5) day work week and will be calculated on a rolling five (5) week period.

Effective 9/1/19 \$700.00 total

- H) **Mileage Bonus:** Any Route Service person who drives over four hundred (400) miles in any given week while performing route service work shall also receive an additional thirty-five dollars (\$35.00) base pay. Employees shall receive an additional fifteen dollars (\$15.00) for each one-hundred (100) miles driven thereafter.

**(ARTICLE 2 - WAGES AND CLASSIFICATIONS continued)**

- I) In the event a commission paid route service person's vehicle breaks down and is rendered inoperative, he/she shall be paid for each hour to be pro-rated from the time he/she notifies the Employer until the time his/her vehicle is operational, or he/she is returned to his/her branch office and his/her work day is determined to be complete by the Employer. Hourly rate as identified will be route service rate of pay.
- J) The Company shall provide each commission route service employee with documentation indicating how each week's pay was determined.
- K) If a commission route service person is called out after they have finished their route **and** signed out for the day, he/she shall be paid time and one-half (1-1/2x) the top utility rate, with the applicable two (2) hour minimum.
- L) All route associates shall "shop" the warehouse for their products. The first fifteen (15) minutes of shopping per day is considered part of the job duties. Any additional time needed over fifteen (15) minutes will be paid at the hourly rate for route service.

As much as business needs allow, routes to be assigned on an equal basis.

Section 3. The minimum work week guarantee for all employees shall be forty (40) hours per week. This *Section* shall not apply to the least senior employee at each branch or sub-branch or the position of order builders.

Section 4. All employees shall be classified and paid according to the classification enumerated in the Contract.

Section 5. All employees who start work after 12:00 noon shall be considered second (2nd) shift employees and shall receive a night premium of thirty cents (30¢) per hour for all hours worked between 4:00 p.m. and 12:00 midnight. Second shift does not apply to order builders. It is agreed that if a third (3rd) shift is contemplated, the Employer will so notify the Union and the time and pay of such shift will be agreed upon prior to its being put into effect.

**(ARTICLE 2 - WAGES AND CLASSIFICATIONS continued)**

Section 6. When an employee is transferred to work having a higher wage scale than the work which he/she usually performs, he/she shall be paid such higher wage scale for the time spent in work on such job. In the event it becomes necessary for an employee to perform work other than he/she usually performs and such work carries a lesser wage scale, he/she shall be paid the wage scale of the job which he/she usually performs.

Section 7. Any new jobs or new operations in the bargaining unit, not classified or described in this Agreement shall be subject to immediate negotiations between the parties of this Agreement.

**ARTICLE 3 - HOURS OF WORK AND WORK WEEK**

Section 1. For all hourly paid employees in all classifications, a day's work shall be defined as being one-fifth (1/5th) of the current guaranteed work week as defined in *Section 2* of Article 2. All actual working hours over eight (8) in a day and/or forty (40) hours per week shall be paid at the rate of time and one-half (1-1/2x) the regular rate. Overtime shall not be pyramided.

Servicemen's work week shall be Monday through Friday. In the event a Serviceman's route requires him/her to work in excess of nine (9) hours per day, his/her route shall be reviewed, if requested by the Serviceman and if no agreement is reached it shall be subject to the grievance procedure. Any day on which the employee is put to work, he/she shall be guaranteed eight (8) hours pay unless mutually agreed to. The Employer will commence a route review once it is submitted to the Company and complete it within 10 days and present suggested changes to the driver for reasonable solutions.

A serviceman's work week schedule may be changed. Management must notify the serviceman affected the Thursday prior to the change. The starting time may not change more than two (2) hours. Only one (1) change may be done every three (3) months. Any change in starting times other than referenced herein must be mutually agreed upon.

**(ARTICLE 3 – HOURS OF WORK AND WORK WEEK continued)**

Section 2. All employees, with the exception of Order Builders and Schedulers, shall be compensated for Saturday work at the rate of time and one-half (1-1/2x) the regular hourly rate. Sunday work shall be compensated at the rate of double the regular hourly rate. Order Builders and Schedulers shall be compensated for work on the 6<sup>th</sup> consecutive work day at the rate of time and one-half (1-1/2x) the regular hourly rate. Work on the 7<sup>th</sup> consecutive work day shall be compensated at the rate of double the regular hourly rate.

Section 3. Any employee who reports for work on the instructions of the Employer shall be paid not less than four (4) hours pay.

However, if an employee has completed his/her regular shift for the day and is either recalled or scheduled to return to work by the Employer prior to midnight, he/she shall then be guaranteed a minimum of two (2) hours pay at the time and one-half (1-1/2x) rate. Any recall after midnight shall be paid at the four (4) hour guarantee.

Section 4. All employees in the bargaining unit must take a one-half (1/2) hour unpaid lunch period which must be taken between the fourth (4<sup>th</sup>) and sixth (6<sup>th</sup>) hour of an employee's workday.

Employees in the bargaining unit shall take a one-half (1/2) hour unpaid lunch period which must be taken between the fourth (4<sup>th</sup>) and sixth (6<sup>th</sup>) hour of an employee's workday. An employee may elect not to take a lunch period in one-week intervals (Monday through Friday) only and if the employee notifies, in writing, his/her supervisor of this election by the preceding Friday. The employee's election not to take a lunch period shall continue until the employee revokes it, in writing, and submitted to his/her supervisor by the preceding Friday.

Section 5. In the event the needs of the business require the establishment of a work week of five (5) consecutive days, such as Tuesday through Saturday or Wednesday through Sunday, they will be worked only by new employees or employees who bid for such routes and those employees will work on Saturday and Sunday without premium pay but with appropriate premium pay for the sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) consecutive work days, if worked.

**(ARTICLE 3 – HOURS OF WORK AND WORK WEEK continued)**

Section 6. Maintenance and/or Utility employee who are required to perform duty on rotating basis only within their Branches for service calls shall receive the following pay for such duty:

Monday - Friday	-	\$17.00 per day
Saturday	-	\$22.00
Sunday/Holiday	-	\$40.00

In addition to the above, the employees so affected shall also receive the applicable rates and guarantees as outlined in this Agreement for responding to any such service call(s). In addition to the above, the employee(s) so affected shall also receive a minimum of two (2) hours pay at the applicable rates (1-1/2x or 2x) if they respond to a call(s). A recall, after the employee has returned home, shall constitute another call at the above minimum guarantee,

Employees from each branch who will be on standby for the next week must report in on the previous Friday and must check-in at the end of each day.

Section 7. Based upon the needs of the business, the Company may establish a work week of four (4) days, ten (10) hours per day, during the period of Monday through Friday. In the event such a work week is established, employees working such work week shall receive overtime at the rate of time and one-half (1-1/2x) the regular rate after ten (10) hours worked in a workday. Furthermore, said employees shall receive overtime at the rate of time and one-half (1-1/2x) for all hours worked on Saturday and two times (2x) the hourly rate for all hours worked on Sunday.

In addition, the Employer may establish a work week of any four (4) consecutive days under the following conditions:

- a. There can be only one (1) of these routes;
- b. The job must be posted and filled by a volunteer, a new hire or the junior route service person.

The person shall receive time and one-half (1-1/2) for work performed on the 5th & 6th consecutive day and double time (2X) on the seventh consecutive day for work performed.

**(ARTICLE 3 – HOURS OF WORK AND WORK WEEK continued)**

The maximum number of employees, who may be scheduled for a work week consisting of four (4) ten (10) hour days, shall be three (3) in the bargaining unit covered by this Agreement. Employees working this work week will receive ten (10) hours pay for holidays, sick leave days, funeral leave and jury duty.

**ARTICLE 4 - HOLIDAYS**

Section 1. Except in cases of emergency, no employee shall be required to work on the following holidays (or days celebrated as such):

- |                  |                           |
|------------------|---------------------------|
| New Year's Day   | Labor Day                 |
| Memorial Day     | Thanksgiving Day          |
| Independence Day | Christmas Day             |
|                  | Six (6) Floating Holidays |

Floating holidays are to be mutually agreed upon between the Employer and employee. Employees will give at least a two (2) week notice for Floating Holidays. If management fails to respond within one (1) week after notice is given, the Floating Holiday cannot be changed for any reason. Only one (1) employee will be permitted off per day on a first-come, first-served basis.

It is understood and agreed that employees shall be paid a standard day's pay for the above mentioned holidays even though they were not required to work on said days, provided, they have reported for work on the day immediately preceding and immediately succeeding regular work days, unless excused by the Employer.

Order builders may choose to work on a holiday at their regular rate of pay and take another day off as their holiday, in lieu of and approved by management. Majority vote amongst the order builders rules.

Employees working on any of the above named holidays shall receive compensation at the rate of two times (2x) their regular hourly rate in addition to the holiday pay. After completion of the probationary period, employees shall earn one (1) floating holiday for each two (2) months worked, not to exceed six (6) days in any Contract year.

**(ARTICLE 4 - HOLIDAYS continued)**

Section 2. For the purpose of computing overtime, holidays shall be counted as days worked. It is understood and agreed that excusable absence on the days immediately proceeding and succeeding holidays shall not be considered as failure to report for work, for the purpose of determining eligibility for holiday pay.

Section 3. It is understood that a standard day's pay for commission employees for holiday pay shall be one hundred and twenty-five dollars (\$125.00).

Section 4. Employees shall coordinate their paid holidays to coincide with those celebrated by their major account(s), except Christmas which shall always be celebrated in accordance with the Federal Holiday standards.

Section 5. In order for an employee to qualify for holiday pay for the named holidays in *Section 1* of this Article, the employee must have completed his/her probationary period.

**ARTICLE 5 - VACATIONS**

Section 1. All employees of the Employer covered by this Agreement and who have survived their probationary period and extensions thereof, shall receive the following vacation benefits:

- a) All those employees employed for one (1) year or more shall receive a one (1) week vacation with the regular rate of pay.
- b) After two (2) years' employment, two (2) weeks vacation with the regular rate of pay.
- c) After five (5) years' employment, the employee shall receive three (3) weeks vacation with regular rate of pay. Employees hired 1/1/06 or after will receive three (3) weeks vacation after eight (8) years employment.
- d) After fifteen (15) years' employment, the employee shall receive four (4) weeks vacation with the regular rate of pay.
- e) After twenty-five (25) years employment, the employee shall receive five (5) weeks vacation with the regular rate of pay.

**(ARTICLE 5 – VACATIONS continued)**

Section 2. All employees shall receive as their vacation pay, one fifty-second (1/52nd) or forty (40) hours of pay, whichever is the greater of the two of the previous year's wages as shown on their W-2 form, for each week of vacation. Employees hired during the course of the previous year shall receive pro-rata vacation pay computed by dividing the previous year's earnings by the number of weeks from his/her date of hire to the end of the year. Employees who have qualified for vacation and who work less than the full year shall have their annual earnings divided by the actual number of weeks worked.

Section 3. Vacation period shall be scheduled between January 1st and December 31st.

Section 4. Any employee employed for one (1) year or more whose employment is terminated for any reason whatsoever shall receive payment for vacation time earned but not taken. The amount of such payment shall be equal to the proportion that the number of months worked bears to the annual vacation pay.

Section 5. If vacations are taken during a holiday week, the employee shall be granted one (1) extra day's vacation.

Section 6 The Employer shall post a vacation list on October 1st of each year. The Union Steward or a Union representative shall solicit the vacation list sign-up. Employees shall select their first (1st) choice two (2) weeks of vacation on the basis of branch seniority. Starting with the most senior employee, employees will have three (3) days to make their selection. After the first two (2) weeks are selected, there shall be a posting at each branch so that employees know what weeks have been selected. After the selection of the first two (2) weeks of vacation has been completed, the remaining

weeks of vacation entitlement will be selected in the same manner. A maximum of four (4) route employees total may be off on vacation during each week in June, July and August. A maximum of two (2) route employees may be off during each month throughout the remainder of the year. Only one (1) maintenance may be off during any week, unless more are agreed to by management and the Union.

**(ARTICLE 5 - VACATIONS continued)**

Employees who do not select their vacations in accordance with the above, shall take their vacations in accordance with their branch seniority but shall not select vacations that interfere with employees who have selected their vacations in accordance with the above.

Section 7. All vacations must be taken.

Section 8. Vacations shall be picked based on the following job classifications: a) maintenance; b) route drivers route relief/utility; and c) warehouse and order builders.

**ARTICLE 6 - JURY DUTY/BEREAVEMENT ALLOWANCE**

Section 1. The Employer agrees to pay to any employee who has survived their probationary period and extensions thereof who serves as a juror for a court of record or is subpoenaed for a jury appearance the amount determined by subtracting fees, allowances or other compensation received by the employee serving as juror for his/her jury service from the employee's regular rate of compensation for the period so served on such a jury. Regular rate of compensation shall be determined on the same basis as determining vacation pay. The employee shall immediately notify the Employer.

Section 2. Upon request, an employee covered by this Agreement and who has survived their probationary period and extensions thereof, shall be granted the necessary time off with pay at his/her regular straight time hourly rate of pay, in order to make arrangements for bereavement occasioned by death in his/her immediate family. Such time off with pay shall in no event exceed three (3) regularly scheduled working days, except as outlined hereafter.

The immediate family is defined as parents, grandparents, grandchildren, sister, brother, mother-in-law, father-in-law, step parents and step children of the employee, brother-in-law, sister-in-law, spouse's brother-in-law, spouse's sister-in-law. Time off with pay shall in no event exceed five (5) regularly scheduled working days for a spouse or child. Payment shall not be made hereunder where the relatives death occurs while the employee is laid off, on leave of absence or otherwise receiving pay, such as a holiday. If the death occurs during the employee's vacation, he/she shall be granted the days off at a mutually agreeable time, up to a maximum of three (3) days. Every effort will be made to permit employees to utilize a floating holiday to attend the funeral for all others..

**(ARTICLE 6 - JURY DUTY/FUNERAL ALLOWANCE continued)**

The last day of funeral leave shall be the day of the funeral. However, an additional day of paid funeral leave will be granted if needed, because of travel requirements.

**ARTICLE 7 - SENIORITY**

Section 1. Seniority rights shall prevail separately at each branch of the Employer. Seniority shall be determined by length of service from the date of employment plus additional time as required or granted for vacations, leave of absence, illness and accidents.

An employee's seniority shall be broken and he/she will be removed from the active payroll by any of the following:

- (1) Discharge for cause.
- (2) Voluntary resignation.
- (3) Failure to return to work from lay-off, within five (5) workdays after receipt of notice.
- (4) Failure to return to work in accordance with the terms of a leave of absence.
- (5) Absent from work for two (2) consecutive days without advising the Employer.
- (6) On lay-off for a period of time as follows:

<u>Length of Service</u>	<u>Length of Lay-off Status</u>
Less than six (6) months	6 months
Less than one (1) year	1 year
Less than two (2) years	2 years
Two (2) years or more	3 years
- (7) Absence due to illness or injury which continues for more than twenty-four (24) months.

**(ARTICLE 7 - SENIORITY continued)**

When there is a reduction in the work force, employees may waive their seniority rights and request to be laid off out of seniority, subject to adequate staffing if it is not a permanent layoff. Employees who take a voluntary layoff shall have the right to request a return to work after eight (8) weeks of being laid off. In laying off employees because of reduction in forces, the employee shortest in length of service shall be laid off first, provided those retained are capable of carrying on the Company's usual operations. Employees who transfer and/or bid from seasonal to full-time, part-time to full-time, or Vending Attendant to full-time will retain length of service Company seniority for benefits; such as, accrued vacation time, but will go to the bottom of the seniority list for full-time seniority vacation bidding, job bidding, etc. In re-employing, those employees having the greatest length of service shall be called back first, provided they are qualified to perform the available work. Employees (except for the least senior employee under each of the four (4) separate seniority lists) shall be given twenty-four (24) hours notice prior to a lay-off.

An employee on layoff shall be given written notice by certified mail, return receipt requested, at his/her last known address, to return to work and must make himself/herself available for work within five (5) work days after receipt of notice.

An employee temporarily assigned or promoted, with the employee's consent, to a position with the Employer, for which the Union is not the bargaining agent and who is subsequently reassigned to work, for which the Union is the bargaining agent, providing the employee is returned within six (6) months, shall not lose seniority as a result of such temporary assignment or promotion, but shall accumulate seniority during the period thereof.

If the employee is returned after the expiration of six (6) months, the employee shall forfeit all accrued seniority rights.

**(ARTICLE 7 - SENIORITY continued)**

Section 2. All vacancies on existing jobs or routes or on new routes shall be posted within seven (7) working days and employees in the order of their seniority within a given department will be permitted to bid on such vacancies. When new jobs are created, which are not classified in this Agreement, such job shall be posted within thirty (30) days and employees, in order of their Company seniority, will be permitted to bid on such jobs. All such vacancies and/or openings shall remain posted for at least five (5) days. Employees of other departments will be allowed to bid only if the posted job is not filled by employees of said department. Until posted and bid, the Employer will fill jobs at its discretion. If, during the following thirty (30) days, the employee who takes over the vacant or newly created job decides he/she does not wish to continue to service such route or job, or if not qualified in the judgment of the Employer for promotion to such route or job, the employee shall return to the job just vacated because of his/her bid and cannot bid on any other openings for a period of six (6) months.

Section 3. The same procedure shall apply for next vacancy, with the third vacancy filled by the Employer (except in cases where the third vacancy would be a new hire, wherein the Company would allow a third bid). However, all further vacancies shall be filled at the Company's discretion.

Section 4. The Scheduler position shall not be subject to the procedure outlined in Section 2. The applicants shall be interviewed by a Union-Management committee. However, Management shall make the final decision on the selection for the position.

Section 5. In the event that one of the presently established branches or sub-branches covered by this Agreement is closed and moved or established elsewhere within the area covered by this Agreement, employees of the closed branch or sub-branch shall have the right to transfer to the newly established branch or sub-branch with their full service time if work is available, provided, however, that the request for transfer is made in writing within seven (7) days of the closing of the presently established branch or sub-branch. Such employees shall go to the bottom of the seniority list and shall have the right to job selection only in accordance with his/her seniority at the branch or sub-branch to which he/she transferred.

Section 6. - Probationary Employees: A newly employed person shall work under the provisions of this Agreement but shall be employed only on a sixty (60) day trial basis, during which period he/she may be discharged without further recourse. At the completion of the trial period, the employee shall be placed on the seniority list as of his/her last day of hire. In case of discipline within the trial period, the Employer shall notify the Local Union in writing.

### **ARTICLE 8 - EXTRA WORK**

Overtime will be handled on a Local basis as determined by the parties. Overtime opportunities will be posted 72 hours in advance, if known in advance, and will be offered by seniority.

### **ARTICLE 9 - MILITARY SERVICE**

It is agreed by and between the parties to this Agreement that the Employer will give the benefits of the Selective Training and Service Act to all of the employees covered by this Agreement. If said Act is amended and its provisions are made more favorable to the employee, then such more favorable conditions shall apply.

### **ARTICLE 10 - ANTI-DISCRIMINATION**

The Employer agrees not to discharge or discipline any member of the Union because of Union activities or without just cause and agreed to reinstate any such member of the Union in accordance with the terms for settling any disputes between the Employer and the Union as herein provided. The Employer and the Union agree to the principle that there will be no discrimination in wage rates or work conditions by reason of sex, color, or nationality, race, religion, age or physical handicap.

### **ARTICLE 11 – DISCIPLINE**

#### **Section 1.**

- a) The Company has a right to make and enforce reasonable work rules. The Union has a right to challenge the work rules through the grievance procedure. Work rules in dispute shall not be implemented until resolution is reached between the parties.

The Employer shall not discharge nor suspend any employee without just cause. A warning notice need not be given to an employee before he/she is discharged if the cause of such discharge is dishonesty, drunkenness, being under the influence of or in possession of illegal drugs, or the illegal use of dangerous drugs. The warning notice as herein provided shall not remain in effect for a period of more than nine (9) months. Discharge and suspensions must be by written notice to the employee and the Union. Any employee may request an investigation as to his/her discharge, suspension or warning notice by filing a grievance. Failure to agree shall be cause for the issue to be submitted to Arbitration as provided in this Agreement. Suspension is to be served within five (5) working days after investigation is completed.

**(ARTICLE 11 - DISCIPLINE continued)**

- b) Progressive discipline should include four (4) steps:
- 1) First written warning
  - 2) Second written warning
  - 3) Third written warning and suspension
  - 4) Final notice and suspension pending investigation to determine if termination is warranted.

Section 2. In case of illness or injury, an employee shall be given a job in his/her job classification upon their return to work if within twenty-four (24) months. If their job classification has been eliminated, they shall be given employment provided their return is within twenty-four (24) months.

**ARTICLE 12 - ROUTE ADJUSTMENTS**

Section 1. The Company reserves the right to establish its routes in accordance with its established practices. The Union and the Company collectively agree that route changes may be necessary in the interest of proper service to an account.

Section 2. If, during the life of this Agreement, the Company makes a major change in a route as distinguished from the usual day-to-day adjustments in a route or routes, it is agreed that the Company will review the matter with the Union Committee to determine whether or not the provisions of Article 7, *Section 2* and *3* should be applied. If the Company and the Union Committee are unable to agree, such dispute will be subject to the grievance procedure as outlined hereinafter.

If the route's cash collections change by fifty-one percent (51%) or more, the route shall be put up for bid.

Section 3. The Employer agrees to give an affected route person forty-eight (48) hours prior notice of any route change only if said change is caused by the opening of new business or the permanent closing of existing business.

Section 4. In the event of a major route adjustment, the route employees so affected shall not be liable for route shortages until the adjusted route is audited.

**(ARTICLE 12 – ROUTE ADJUSTMENTS continued)**

Section 5. If a route is eliminated, the affected employee shall have the opportunity to take a newly created route, if available, or shall be able to take the least seniority route at their location.

**ARTICLE 13 - UNIFORMS**

The Company shall furnish standard uniforms (caps, shirt, pants, jacket) which employees may be required to wear. The Company shall supply uniforms/jackets for part time order builders. Said uniforms shall be wash and wear materials, which shall be laundered and maintained by each employee. Uniforms will be exchanged on an as needed basis.

In addition, both parties agree to the following:

- Only Company provided hats may be worn by employees while on duty.
- Company will reimburse employees up to one hundred twenty-five dollars (\$125.00) per pair once each contract year if steel-toed safety shoes are required on their route.
- Safety belts shall be provided to all employees as part of the standard uniform.

**ARTICLE 14 - INSURANCE AND SICK LEAVE**

Section 1. The Company shall contribute to the FUND for all employees who are covered by this agreement and have been on the payroll ninety (90) calendar days or more for the FUND'S MK Health and Welfare coverage. (It is understood that coverage does not begin until after ninety (90) days) An employee's initial eligibility for participation is set by the FUND'S plan document.

Effective September 1, 2019, the COMPANY shall contribute to the FUND the sum of Three Hundred and Forty-Seven Dollars and Twenty-Seven Cents (\$347.27) weekly for each employee covered by this Agreement.

Effective August 30, 2020 the COMPANY shall contribute to the FUND the sum of Three Hundred and Sixty-Two Dollars and Ten Cents (\$362.10) weekly for each employee covered by this Agreement.

Effective August 29, 2021 the COMPANY shall contribute to the FUND the sum of Three Hundred and Ninety-Two Dollars and Ninety Cents (\$392.90)\* weekly for each employee covered by this Agreement.

\* Not to exceed.

The amounts listed heretofore shall provide coverage for the MK Health and Welfare Program provided by the FUND.

#### **ARTICLE 14 - INSURANCE AND SICK LEAVE continued**

By the execution of the Agreement, the COMPANY binds themselves and becomes party to the Trust Agreement establishing the FUND and authorizes the COMPANY parties thereto to designate the Employer Trustees as provided under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

Fund contributions must be made for each week in which a covered employee performed any work and/or receives any payment for hours worked (regular and overtime) show-up time, vacation and holidays, even though covered a employee may work only part-time during such week under the provisions of the Agreement.

The COMPANY shall be responsible to collect, by payroll deductions, the employee's share of the contribution rate, if any, and pay to the FUND the total contribution rate required for the health and welfare coverage provided by this agreement. In event the COMPANY and UNION have negotiated contribution rates above and beyond the required contributions for the FUND, the COMPANY shall refund to the affected employees, if any, the amounts equal to the difference between the required contributions and the amounts previously negotiated.

If an employee is absent from work because of an off-the job injury or illness, the COMPANY shall continue to pay its required weekly contributions until such employee returns to work, however, contributions shall not be paid for a period of more than Twenty Six (26) weeks for an employee with Five (5) years or more of service or Thirteen (13) weeks for an employee with less than Five (5) years of service.

If an employee is absent from work because of an on-the job injury or illness, the COMPANY shall continue to pay its required weekly contributions until such employee returns to work, however, contributions shall not be paid for a period of more than fifty two (52) weeks for an employee with five (5) years or more of service or twenty-six (26) weeks for an employee with less than five (5) years of service.

If an employee is absent from work because of a layoff, the COMPANY shall continue to pay its required weekly contributions for the remainder of the month in which a layoff occurred plus four (4) additional weeks.

Employees will be required to contribute to insurance contributions as set forth in the schedule referenced in Article 14, of the current labor agreement.

**ARTICLE 14 - INSURANCE AND SICK LEAVE continued**

Employees hired prior to December 1, 2000 shall be required to offset the Company's contributions as follows:

Effective September 1, 2019                      A maximum of \$32.55\* per week payroll deduction depending on the yearly insurance from Central States/Teamcare.

Effective September 1, 2021                      A maximum of \$47.95\* per week payroll deduction depending on the yearly insurance from Central States/Teamcare.

Employees hired on or after December 1, 2000 and prior to September 1, 2006 shall be required to offset the Company's contributions as follows:

Effective September 1, 2019                      A maximum of \$42.55\* per week payroll deduction depending on the yearly insurance from Central States/Teamcare.

Effective September 1, 2021                      A maximum of \$57.95\* per week payroll deduction depending on the yearly insurance from Central States/Teamcare.

Employees hired on or after September 1, 2006 shall be required to offset the Company's contributions as follows:

Effective September 1, 2019                      A maximum of \$66.24 per week payroll deduction depending on the yearly insurance from Central States/Teamcare.

Effective September 1, 2021                      A maximum of \$78.58\* per week payroll deduction depending on the yearly insurance from Central States/Teamcare.

\*Employees shall not pay more than 20% of the premium

Section 2. – Sick Leave Employees who have completed their probationary period will earn one (1) day of sick leave for each two (2) months worked not to exceed six (6) days in any contract year. Any unused sick days as of November 1 of any year will be paid out on the last pay date in November. This will be based on calendar year.

#### **ARTICLE 14 - INSURANCE AND SICK LEAVE continued**

All currently accumulated sick days will be banked, and will be drawn upon only after current year earned sick days have been exhausted. There will be no other accumulations.

If an employee is sick or injured and receives Workers' Compensation under applicable state law or if the employee's sickness or injury is such that it is covered under the Employer's Group Accident and Sickness and Accidental Death and Dismemberment Insurance Plan, then in any week for which the employee is so compensated, the employee's sick or injury reserve (eight [8] times the employee's straight time hourly rate times the accumulated number of sick or injury days) shall be drawn against to make up the difference between the amount of pay the employee would receive in a normal and regularly scheduled work week. His/Her reserve will be so drawn against until it is exhausted. A doctor's certificate shall not be required in absence of two (2) days or less except in instances of habitual absenteeism.

#### **ARTICLE 15 - DUES CHECK-OFF**

Section 1. The Employer agrees to deduct monthly from the wages of each employee covered by this Agreement, upon signed authorization therefore, such employee's Union dues, consisting of initiation fees, monthly fees, and uniform assessments owing to the Union as a result of membership therein and forward the same to the Secretary-Treasurer of the Union or pay the same to any authorized business representative.

Section 2. **DRIVE:** The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from their paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which an employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from that employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

**ARTICLE 16 - BUSINESS REPRESENTATIVE/BULLETIN BOARD**

Section 1. It is agreed by the Employer that the business representative of the Union shall have free access at all times during working hours to the premises of the Employer where employees are stationed; provided, however, that the business representatives shall not at any time interfere with employees or interrupt their work.

Section 2. It is further agreed that said Union shall have the right to post notices regarding meetings and other matters pertaining to Union affairs on the Employer's bulletin board.

**ARTICLE 17 - GENERAL MISCELLANEOUS PROVISIONS**

Section 1. It is further agreed by the Employer that employees shall not be permitted to enter into any individual agreements or contracts either individually or collectively.

Section 2. The Employer shall provide a satisfactory means of recording the starting time and quitting time; the records of which shall be accessible to the representatives of the Union. In the event the Employer changes the regular starting time of any employee, said employee shall be given at least twenty-four (24) hours prior notice. Failure to do so shall result in the employee being compensated for hours worked prior to the regular starting at the time and one-half (1-1/2x) rate.

Section 3. If employees are required to furnish a surety bond, the cost of such bond shall be paid by the Employer.

Section 4. The Union may examine the Employer's bargaining unit payroll records upon request.

Section 5. The Union agrees at all times to further the interest of the Employer whenever possible.

Section 6. - Work Retention Bargaining unit work will not be performed by supervisory employees except where necessary to afford instructions to employees, or to maintain service for temporary period in emergency situations where regularly assigned employees are not available. The supervisor may demonstrate methods, or assist the employees when damage to product or equipment or hazard to employees is involved. When the Scheduler is absent, a non-union associate may perform the duties of the position, The Company has no intent of supervisors working to reduce the work available to the bargaining unit.

Section 7. - No Strike/No Lockout Provision There shall be no lockouts on the part of the Employer, and there shall be no strike, work stoppage or slow down, authorized, sanctioned, approved, or engaged in by the Union against the Employer, except for failure of either party to submit to the arbitration procedure or failure of either party to abide by the decision of the Arbitration Board.

Section 8. A steward or a committee person shall be permitted reasonable time to investigate, present, and process grievances on Company property without loss of time or pay during his/her regular working hours. Such time spent in handling grievances shall be considered time worked in computing daily and/or weekly overtime.

Section 9. It shall be the responsibility of the Employer to have his establishment open for employees at their scheduled starting time and in all cases their pay shall commence at said time.

Section 10. Seasonal employees may be utilized from April 15th to October 15th. No full-time employee's schedule will be changed or modified to accommodate a seasonal employee.

The rate of pay for seasonal employees shall be \$10.00 per hour, and they shall receive as benefits, only the holidays, which may fall during the time they are employed.

Any seasonal employee employed beyond October 15th, shall be considered a full-time employee, and their seniority shall be retroactive to their original date of hire.

Section 11. In case of illness or injury, an employee shall be given his/her employment on his/her return if within twenty-four (24) months. If their job classification has been eliminated, they shall be given employment provided their return is within twenty-four (24) months.

Section 12. In instances where commission route service employees are required to bank at locations not incidental to their routes, they shall be paid for such time at route service rate.

Section 13. The "money run" is to be bargaining unit work as of 10/1/08; only Teamster members will do this job.

## **ARTICLE 18 - PROTECTION OF RIGHTS**

Section 1. 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 upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of Unions party to this Agreement, and including primary picket lines at the Employer's places of business.

Section 2. It shall not be a violation of this Agreement, and it shall not be a cause for discharge or disciplinary action if any employee refuses to perform any service which his/her Employer undertakes to perform as an ally of an Employer or person whose employees are on strike, and which service, but for such strike, would be performed by the employees of the Employer or persons on strike.

## **ARTICLE 19 - GRIEVANCE PROCEDURE**

It is agreed by the parties to this Agreement that all disputes or grievances shall be settled in accordance with the procedure as follows:

- a) The employee and the steward shall discuss the grievance with the employee's immediate supervisor within three (3) working days of its occurrence or the parties' awareness thereof.
- b) If a satisfactory settlement does not result from such discussion, the grievance shall be reduced to writing (triplicate copies) within two (2) working days after (a) on forms supplied by the Union. One (1) copy of the grievance shall be furnished to the Employer representative and one (1) copy to the Union and one (1) copy to be retained by the employee. If a grievance is not presented within seven (7) working days after its occurrence or the parties' awareness thereof, it shall be presumed to be abandoned. The Company has seven (7) days to respond to (c).
- c) If a satisfactory settlement does not result from such discussion, the grievance shall be discussed with the Steward and Management within forty-eight (48) hours.
- d) If not settled satisfactorily in that discussion, the grievance shall be referred to Management and the Business Representative of the Union within five (5) working days.
- e) In the event the grievance is not settled in *Step (d)*, either party may notify the other party within ten (10) days of their desire to arbitrate the matter.

## **ARTICLE 20 – ARBITRATION**

**Section 1.** When arbitration is necessary, either party may demand same within ten (10) days.

**Section 2.** The Arbitrator shall be selected from a panel of seven (7) Arbitrators supplied by the Federal Mediation and Conciliation Services (FMCS) who live within one hundred fifty (150) miles of the affected Branch and each party shall alternately strike one (1) Arbitrator with the first strike by the moving party. The remaining person obtained by the above process shall, upon notice to both parties, hear the issues involved. The Arbitrator shall have no power to change, alter or modify the terms of this Agreement. The Arbitrator's decision shall be submitted in writing and shall be final and binding upon the parties.

In case of discharge, the Arbitrator shall have the power to sustain the discharge or to order reinstatement of the employee with or without pay for days lost.

**Section 3.** Expenses of the arbitration shall be divided equally by the parties to this Agreement.

## **ARTICLE 21 - SEPARABILITY AND SAVINGS CLAUSE**

If any Article or *Section* of this Contract or if any Rider thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or *Section* should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Contract and of any Rider thereto, or the application of such Article or *Section* to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or *Section* is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement either party shall be permitted all legal or economic recourse in support of its demands, notwithstanding any provision in this Contract to the contrary.

## **ARTICLE 22 - PAY PERIOD**

Payday shall be every other Friday, by direct deposit only.

## **ARTICLE 23 - WORKING CONDITIONS**

**Section 1.** The Employer agrees to maintain the plant and all equipment (including trucks) in a safe condition at all times to avoid industrial accidents. Any employee

refusing to work under unsafe conditions shall not be subject to discharge by the Employer because of refusal to do so.

Working conditions which comply with the safety regulations of the Industrial Commission of Wisconsin shall not be considered unsafe or dangerous.

All tools used in servicing the machine are to be furnished by the Employer.

Section 2. - Defective Equipment: Employees shall immediately, or at the end of their shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one (1) copy to be retained by the employee. The Employer shall not require any employee to take out or use equipment that has been found to be in an unsafe operating condition until the same has been approved as being safe. Employees will note any unsafe equipment on the D.O.T. inspection forms to be filled out.

When the occasion arises where an employee gives written report on forms issued by the Employer alleging a vehicle or equipment to be in an unsafe working/operating condition, with which the Employer disagrees, he/she shall report the matter to the officers of the Union who will discuss the matter with the Employer.

#### **ARTICLE 24 - MAINTENANCE OF STANDARDS**

The Employer agrees that all conditions of employment in its individual operation relating to wages, hours or work, overtime differentials and general working conditions shall be maintained at no less than the highest minimum standard in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provision for improvements are made elsewhere in this Agreement.

**(ARTICLE 24 - MAINTENANCE OF STANDARDS continued)**

It is agreed that the provisions of this Article shall not apply in inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of error. No other Employer shall be bound by the voluntary acts of another Employer when he/she may exceed the terms of this Agreement.

**ARTICLE 25 - 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 bankruptcy proceedings, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. It is understood by this *Section* that the parties hereto shall not use any leasing device or sub-contract to a third party to evade this Contract. The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc. of the operation covered by the Agreement or any part thereof. Such notice shall be in writing, with a copy to the Union not later than the effective date of sale.

**ARTICLE 26 - LEAVE OF ABSENCE**

Section 1. Any employee desiring a leave of absence from his/her employment shall secure written permission from the Employer, with a copy to the Union. The maximum leave of absence shall be for ninety (90) days and may be extended for like period. Permission for same must be secured from both the Union and Employer. During the period of absence the employee shall not engage in gainful employment. Failure to comply with this provision shall result in the complete loss of seniority rights for the employees involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights except as stated in **Article 7 - Seniority**, *Section 1 (7)* and *Section 2* below.

Section 2. - Medical Leave of Absence The Employer shall grant an unpaid medical leave of absence to employees for the period of time that the employee is medically disabled up to a maximum medical leave of absence of twenty-four (24) months. The Employer may require proof of the medical disability. The employee shall not engage in gainful employment during the medical leave of absence. Failure to comply with this provision shall result in the complete loss of seniority rights for the employees involved.

**(ARTICLE 26 - LEAVE OF ABSENCE continued)**

Section 3. The employee must make suitable arrangements for continuing of Health and Welfare payments before the leave may be approved by either the Local Union or the Employer.

Section 4. The Company agrees to grant the necessary time off without discrimination or loss of seniority rights and without pay to any employee to attend labor functions or to serve as a full-time Union Representative, upon two (2) weeks' notification and in accordance with all other terms of this Article.

Section 5. Both parties further agree that, notwithstanding any of the above, employees shall also be eligible for all leaves as provided by both the **Wisconsin Family Leave Act** and **Federal Family Medical Leave Act (FMLA)**.

**ARTICLE 27 - BREAKDOWN AND PAID FOR TIME**

All employees shall be paid for all time spent in the service of the Employer. All time spent due to breakdowns or impassable highways during the employee's normal tour of duty shall be paid for at the route service hourly rate. When employees are required to be away from home overnight due to breakdowns, impassable highways or by direction of the Employer, they shall be paid for all meals, up to twenty-five dollars (\$25.00) per day, and lodging, provided adequate receipts are presented. Employees who are required to be away from home overnight due to breakdowns, impassable highways or by direction of the Employer shall be paid their regular wages for all time spent until relieved from duty by the Employer but at no time shall they receive less than their normal daily wages during each twenty-four (24) hour period. After being relieved of duty, the employee shall not be responsible for any equipment or money unless it is proved the employee was grossly negligent or violated the rules or instructions of the Employer. The employee shall attempt to notify the Employer immediately upon breakdown or when detained by impassable highways.

If the route's product is not pulled and ready to go, the driver will get paid hourly utility pay until the product is loaded.

**ARTICLE 28 - HANDICAPPED WORKER**

It is understood that the Employer shall have the right to adjust hours and wages in case of any employee who because of physical disability is unable to accomplish a satisfactory day's work. All such adjustments shall be agreed upon with the Local Union before they are made.

The Company and the Union recognize the Company's responsibility to reasonably accommodate under the Americans with Disabilities Act.

### **ARTICLE 29 - DEFERRED BENEFITS**

If an employee's paid vacation appears/accrues or is payable during a period in which the employee is otherwise entitled to disability benefits, the employee's rights to and payment for such vacation pay shall be deferred until after termination of the disability. The Employer waives the right of allocating vacation pay to past, present or future weeks of unemployment. If payment of Company benefits will not result in denial of Workers' or Unemployment Compensation benefits, the Company benefits may be paid to the employee.

### **ARTICLE 30 - CREDIT UNION**

The Employer agrees to make deductions from the pay of its employees when properly authorized in order that the employee may participate in a duly authorized existing Credit Union.

This provision shall cease to exist when the employees have the opportunity to select direct deposit.

### **ARTICLE 31 - PENSION**

Section 1. Effective September 1, 2019, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of one hundred and seventy-four dollars and seventy cents (\$174.70) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective September 1, 2020, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of one hundred and eighty one dollars and seventy cents (\$181.70) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective September 1, 2021, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of one hundred and eighty-nine dollars and no cents (\$189.00) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

**ARTICLE 31 – PENSION continued)**

Section 2. This Fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this Agreement.

Section 3. By the execution of this Agreement, the Employer binds himself and becomes party to the Trust Agreement establishing the Central States, Southeast and Southwest Areas Pension Fund and authorizes the Employer parties thereto to designate the Employer Trustees as provided under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

Section 4. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work, however, such contributions shall not be paid for a period of more than twelve (12) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

Section 5. Contributions to the Pension Fund must be made for each week on each regular or extra employee, even though such employee may work only part-time under the provisions of this Contract, including weeks where work is performed for the Employer but not under the provisions of this Agreement, and although contributions may be made for those weeks into some other pension fund. Employees who work either temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provisions of this paragraph.

Section 6 Employees may participate in the Compass Group Employees Savings Plan (401k) according to the terms of the Plan.

### **ARTICLE 32 - STEWARDS**

The Employer recognizes the right of the Union to designate a job steward or Committee person from the Employer's seniority list. The authority of job steward or committeeman 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 with the provisions of the Collective Bargaining Agreement;
- 2) The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers, provided such messages 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 stoppage, slow downs, refusal to handle goods, or any other interference with the Employer's business.

Job Steward or committee person has 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 job steward or committee person, 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, in the event the shop steward has taken unauthorized strike action, slow down, or work stoppage in violation of this Agreement.

### **ARTICLE 33 - MANAGEMENT RIGHTS**

The Employer has the sole and exclusive right to exercise all the rights and functions of management except as otherwise provided in the Labor Agreement.

### **ARTICLE 34 – TECHNOLOGY AGREEMENT**

If, during the term of this Agreement, Canteen Vending business operations are affected by new technology (for example: new or improved software applications, or acquisitions), upon written application by Canteen Vending, the Union and the Employer shall engage in good faith bargaining over the appropriate compensation for all bargaining unit employees affected by such changes. In the event the parties cannot reach agreement on these changes, either party can engage in any and all legal economic recourse in support of their respective positions.

**ARTICLE 35 - DURATION OF AGREEMENT**

This Agreement shall become effective September 1, 2019, and shall continue in full force and effect up to and including August 31, 2022, and shall automatically be continued from year to year unless terminated at the option of either party upon written notice to the other, such notice to be given no less than sixty (60) days prior to any termination date.

CANTEEN VENDING SERVICES

LOCAL NO. 662, affiliated with the  
INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS

\_\_\_\_\_  
Regional Director

\_\_\_\_\_  
Business Representative

\_\_\_\_\_  
District Manager - Vending

\_\_\_\_\_  
Steward

\_\_\_\_\_  
Regional LR Manager

\_\_\_\_\_  
Steward

ADDENDUM "A"

PROMOTIONAL EMPLOYEES

Canteen Vending Services, and Teamsters Local 662 are parties to a collective bargaining agreement, which is effective from September 1, 2019 through August 31, 2022.

It is agreed that in the interest of retaining existing business and obtaining new business, each branch, and each sub-branch shall be able to utilize three (3) non-unit employees for promotional purposes, i.e., Hot Dog Cart, Sandwich Promotion, etc. It is further agreed that the promotional work performed shall not be used to take existing work away from the bargaining unit and in instances where practical, bargaining unit respective accounts.

CANTEEN VENDING SERVICES

LOCAL NO. 662, affiliated with the  
INTERNATIONAL  
BROTHERHOOD OF  
TEAMSTERS

\_\_\_\_\_  
Regional Director

\_\_\_\_\_  
Business Representative

\_\_\_\_\_  
District Manager - Vending

\_\_\_\_\_  
Steward

*Deborah Thornton* 10/8/19  
\_\_\_\_\_  
Regional LR Manager

\_\_\_\_\_  
Steward

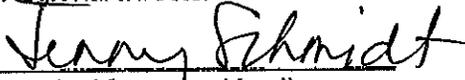


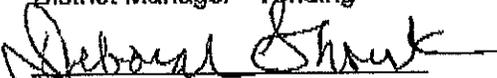
**ARTICLE 35 - DURATION OF AGREEMENT**

This Agreement shall become effective September 1, 2019, and shall continue in full force and effect up to and including August 31, 2022, and shall automatically be continued from year to year unless terminated at the option of either party upon written notice to the other, such notice to be given no less than sixty (60) days prior to any termination date.

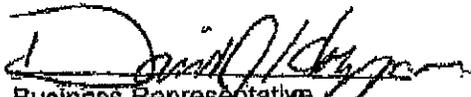
CANTEEN VENDING SERVICES

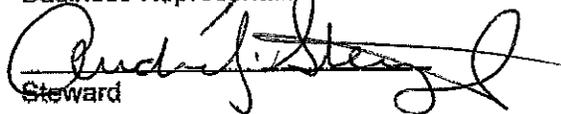
  
Regional Director

  
District Manager - Vending

  
Regional LR Manager

LOCAL NO. 662, affiliated with the  
INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS

  
Business Representative

  
Steward

\_\_\_\_\_  
Steward

