

AGREEMENT

Between

**CHARTWELLS SCHOOL DINING SERVICES
A Division of Compass Group USA, Inc.
For the Cafeteria Operation at Ridgefield School District
Ridgefield, Connecticut**

and

**RIDGEFIELD SCHOOL LUNCH PROGRAM WORKERS,
CSEA, SEIU, Local 2001**

November 1, 2009 – October 31, 2012

This AGREEMENT made and entered into, by and between Chartwells School Dining Services, a division of Compass Group, Inc. for the cafeteria foodservice employees at the Ridgefield School District, Ridgefield, Connecticut (hereinafter called the "Employer"), and Ridgefield School Lunch Program Workers, CSEA, SEIU, Local 2001 (hereinafter called the "Union").

ARTICLE 1 – RECOGNITION

Section 1. The Employer hereby recognizes the Union as the exclusive representative for collective negotiations concerning the negotiable terms and conditions of employment for all full-time and regularly scheduled part-time employees as listed in Appendix 1.

Section 2. The Employer shall not abridge, add to, or change any section of this Agreement, except for any changes reached by mutual agreement, and the Employer shall not enter into any separate agreements, covenants or contracts with any individual who is part of the bargaining unit, which would abridge, add to, or change this Agreement.

Section 3. Excluded from the bargaining unit shall be Chefs and all managers, confidential and clerical employees, professional employees, temporary employees, supervisors, and guards as defined in the National Labor Relations Act.

ARTICLE 2 - MANAGEMENT RIGHTS

Section 1. Except as expressly modified by a specific provision of this Agreement, all the authority, rights and powers which the Company had prior to the signing of this Agreement are retained by the Company and remain exclusively and without limitation the rights of management. Only express modifications contained in specific provisions of this Agreement constitute limitations upon such authority, rights and powers.

Section 2. Examples of the authority, rights and powers which are hereby vested in the Company, with only such modification as is expressly stated in a specific provision of this Agreement, include, but are not limited to, the following: The right to schedule, adjust, and assign work and hours of employees; to assign and require overtime work; to determine production requirements and the methods by which such production shall be accomplished; to hire, promote, transfer, reclassify, suspend, discipline, demote, layoff or discharge employees; to determine the work to be done by the Company's employees; to determine the size of the work force and the amounts and kinds of supervision necessary; to temporarily or permanently shut down its entire operation or a portion thereof; to temporarily or permanently move its entire operation or a portion thereof to another location(s); to establish or change rules and safety standards; to establish or change work standards; to establish or change standards of quality and quantity of work; and to determine the creation, continuance, termination, change or consolidation of jobs or of partial or total operations (including discontinuance of their performance by Company employees). If the Company does not exercise rights reserved to it or if it exercises such rights in a particular way, it shall not be deemed a

waiver of the right to exercise such rights or of the right to exercise such rights in other ways not in conflict with the express terms of this Agreement.

ARTICLE 3 – PROBATIONARY PERIOD

Section 1. The first ninety (90) calendar days of employment (excluding the summer and winter break) for all new employees shall be considered a probationary period for purposes of this Agreement.

Section 2. During the aforementioned probationary period, the Employer may discharge such employee for any reason whatsoever. Any employee discharged during such probationary period shall not have recourse to the grievance procedure as set forth in this Agreement. The Employer shall have no responsibility for the re-employment of the newly engaged probationary employees if they are dismissed during the probationary period.

ARTICLE 4 - JOB POSTING

Section 1. All vacancies shall be posted in writing for five (5) working days on internal bulletin boards in each facility. A copy of the posting shall be given to the Union President. Employees shall apply for the posted vacancies by sending a written request to the Site Director. Interviews will be conducted within ten (10) working days of the completion of the posting period. Among the criteria considered in filling vacancies are aptitude, appropriate skills, experience, reliability, evidence of personal characteristics that indicate the ability to work effectively, as appropriate, with staff and students and the people of the community and seniority. Ability to do the job and other appropriate criteria shall take precedence over seniority. However a qualified bargaining unit member who applies for a vacant position will be given preference over any outside hire. When more than one active current employee is deemed by management to be qualified for a position, selection of employees to fill the vacancies shall be governed by seniority.

Section 2. The Company will notify all employees of any known vacancies arising over the Summer by August 5th. After the mailing of a vacancy notice, the Employee shall have five (5) working days to make an application and shall be granted an appropriate interview provided the employee is available for such an interview within five (5) working days of application. While an employee may call the Food Service Director at any time to learn of possible vacancies, the Food Service Director shall not be obligated to mail vacancy notices after August 5th.

Section 3. A vacancy shall be defined as a regular position which is vacated by the separation of an employee and one the Employer determines should be replaced or a newly created position.

Section 4. Up to forty-five (45) calendar days of employment in a new job title for any existing employee will be considered a probationary period for the purpose of this

Agreement. The Employer shall be entitled to extend the probationary period for an additional 30 calendar days upon written notification to the Union.

1. During the aforementioned probationary period, the employee's service in the new position may be ended by the Employer for any reason. If he or she is disqualified during probation by the Employer or, if they ask to be returned to their prior position during probation, they may not bid again for a period of six (6) months.
2. Upon such disqualification, the employee shall be entitled to return to the position previously held or a substantially similar position and he/she shall suffer no loss of seniority occasioned by the promotion.

ARTICLE 5 – SENIORITY

Section 1. Except as set forth in a separate provision, seniority shall be defined as length of continuous service with the Employer. Original District Seniority shall be considered for Layoff, Recall, Job Bidding and Longevity Bonus purposes. The onus will be on the Union to provide the Employer with the appropriate District Seniority for each employee. The Employer's reliance on the District Seniority date subsequently provided shall not be subject to the grievance procedure.

Section 2. Seniority shall govern with respect to layoff and recall, subject to the Employer's establishment of designated work schedules.

a. Layoffs, Reduction in Force and Recalls:

1. Layoffs and recalls shall be made in accordance with seniority as provided herein. The employee with the least seniority (as determined by the total length of continuous service with the Employer) within the affected classification and/or location shall be laid off first.
2. Employees and the Union shall be provided with at least one (1) week's written notice of layoff or position elimination. Upon receiving such notice, the affected employee may request a conference with the Food Service Director, and if desired, may have Union Representation in order to be informed of the layoff and recall provisions of this Agreement and, in addition to such provisions, may elect to be informed of other vacancies as defined in this Agreement
3. The employee who is laid off or whose position has been eliminated shall have the right to bump the least senior employee in an equal or lower classification district-wide, provided the senior employee has the ability to perform the work. The displaced employee without seniority to bump shall be laid off.

4. Recall shall be in reverse order of layoff. The Employer shall not fill any position from outside applicants until all qualified employees are recalled pursuant to this agreement.
5. Notice of recall shall be sent by registered mail to the employee's last known address on file with the company. It is the employee's responsibility to maintain up-to-date address information on file with the company.

Section 3. In the event that two or more employees are hired on the same day their seniority shall be decided by a lottery of said employees mutually agreed to by the parties.

Section 4. Seniority shall be deemed broken for the following reasons:

1. A voluntary quit;
2. A discharge for cause,
3. Failure to return to work in accordance with the terms of an approved leave of absence;
4. A layoff for a period of 12 months
5. Failure to return to work within 5 days of notice sent to the last address on file by registered mail;
6. Illness or injury absence equal to the employee's length of service when the leave began or 1 year, whichever is less;
7. 2 consecutive work days no call/no show unless failure to call is due to an emergency beyond the control of the employee.

Section 5. At the start of each school year, the Employer shall post the full unit seniority list in each facility. Said posting shall remain posted through September 30th. Any challenges to the seniority dates on the list must be made by September 30th.

ARTICLE 6 - DISCIPLINE AND DISCHARGE/JUST CAUSE

Section 1. No non-probationary employee shall be discharged, suspended or otherwise disciplined without just cause.

Section 2. An employee shall be permitted to have a Shop Steward or Union representative at any meeting with the Employer, or its agents, which meeting is for the purpose of investigating alleged misconduct by the employee that might be the basis for, or which may result in, the discharge, suspension or other disciplinary action with respect to the employee.

Section 3. At the final step of progressive discipline, or in the event of a single serious incident or rule violation, the employee shall be suspended pending investigation and with the intention to terminate.

Section 4. For discipline situations that are appropriate for progressive discipline

such as attendance problems or minor job performance problems, the progressive steps shall be:

1. Documented Verbal Warning
2. Written Warning
3. Final Written Warning and/or Unpaid Suspension
4. Suspension pending investigation and decision to terminate

Section 5. Attendance issues shall be considered on a separate disciplinary track from other issues.

Section 6. Prior to placing any corrective communication in an employee's file, the employee will be notified and given an opportunity to sign the document signifying that the employee has seen the document. Signing, however, does not mean that the employee agrees with the document. The employee may utilize the grievance procedure if he/she believes the corrective communication is not for just cause.

ARTICLE 7 – GRIEVANCE PROCEDURE

The parties agree that problems which may arise affecting the working conditions of employees should be solved at the lowest possible administrative level and therefore encourage informal meetings when mutually desirable to accomplish this.

Section 1. The term "Grievance" as used herein means any alleged violation, misinterpretation, or misapplication of this Agreement, and may be raised by an individual, group of individuals covered by this Agreement, or the Union on behalf of an individual or group of individuals covered by this Agreement.

Section 2. The parties agree that grievances must be processed and resolved as rapidly as possible. The number of days indicated at each step of the grievance procedure shall be considered maximum and every effort should be made to expedite the process. Failure on the part of management to respond within the time limits shall result in a grievance being automatically moved to the next step. The time limitations may be extended on a case-by-case basis by mutual agreement. Such extensions shall be in writing.

Section 3. The following constitutes the exclusive method for resolving grievances between the parties under this Agreement, unless any step is waived or modified, in writing, by mutual consent of the Employer and the Union.

Step One:

Any employee, Steward, or Union Representative may file a written grievance with the Food Service Director. The written grievance should list the specific provision(s) of this Agreement alleged to have been violated and remedy sought. In order to be a legitimate grievance, the grievance must be filed within seven (7) working days of its occurrence or when the grievant would have reasonably known of the violation. Within five (5) working days of the grievance being filed in writing, a meeting shall occur between the Food Service Director and the

Union's designated representatives. The Food Service Director shall provide a written response within five (5) working days of the meeting.

Step Two:

In the event that the grievance cannot be settled in Step One, the written grievance may be appealed by the Union's designated representative or the District Manager of the Employer or his/her designee within ten (10) calendar days after the written decision of the Food Service Director was received. The appeal shall be in writing. The parties shall meet within ten (10) working days in an effort to resolve the grievance. The District Manager shall provide a written response within ten (10) calendar days of the meeting.

If the grievance is not resolved after the procedures in Step Two have been completed, the parties, by mutual agreement, may refer the matter to non-binding mediation.

Step Three:

If the grievance cannot be satisfactorily adjusted at Step Two, the matter may be referred by the Union, (or the Employer in the case of an Employer grievance), for final decision and determination to an impartial arbitrator no later than 15 calendar days following receipt of the written Step Two answer or the receipt of the written decision from the mediator as provided for in Step 2 above. If the parties are unable to mutually agree upon an arbitrator, a request for arbitration shall be filed in writing with the American Arbitration Association (AAA).

The parties shall select an arbitrator from the AAA panel by alternately striking names (grieving party shall strike first) until one name remains who shall be the "selected" arbitrator. The arbitrator selected through the above request for arbitration filing process shall hold a hearing promptly and shall issue a written decision not later than 30 calendar days from date of the close of the hearings or, if oral hearings have been waived, then from the date on which the written final statements and proofs on issues were submitted. The decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall be bound and governed by the provisions of this Agreement and the arbitrator shall be limited to the interpretation of the terms set forth in the Agreement.

Costs of the arbitrator shall be shared equally by the parties. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

Section 4. The Employer may submit a grievance to the Union under the provisions of this Article within 10 calendar days after the event giving rise to the grievance has occurred. Such grievance shall be filed directly with the Union in writing at Step Three. The Union shall provide a written answer to the grievance within 10 calendar days of the Step Two meeting or teleconference. If such grievance is not settled, it may be submitted to mediation by mutual agreement or directly to arbitration.

ARTICLE 8 – NON-DISCRIMINATION

There shall be no discrimination by the parties against an employee on account of race, color, gender, age, creed, marital status, disability, sexual orientation or national origin or other protected status under applicable federal, state and local anti-discrimination laws. No employee shall be discriminated against because of their membership in the Union or because of any lawful activities by such employees on behalf of the Union

ARTICLE 9 – SAFETY

Section 1. The Employer will insure that the working environment and all conditions of work are maintained in a safe manner and that all safety devices and equipment required by the various health codes and other applicable statutes are supplied to maintain a safe environment.

Section 2. A Joint Safety and Health Committee (“Committee”) will be established by the Employer and the Union, composed of three (3) members of the bargaining unit selected by the Union and up to three (3) members of management selected by the Employer. The Committee shall be organized to provide assistance in identifying and eliminating potential safety hazards throughout the facility. Such hazards shall be noted and reported to the Employer. Except when delayed by requirements of testing/evaluation, a response to an employee’s concerns regarding safety shall be provided within ten (10) working days. The Employer will coordinate the meetings of the Committee. This Committee will meet quarterly at mutually agreeable times and locations. The Employer will consider all of the recommendations from the Committee in good faith.

Section 3. The Employer and Union shall jointly recommend training programs for members of the health and safety committee and for employees. Additional training may be developed and implemented as deemed necessary by management.

Section 4. The Employer shall make available appropriate personal protective equipment at no cost to the employee. Employee’s are expected to use/wear all protective equipment and are responsible for lost protective equipment. Failure to do so may subject employee to discipline.

ARTICLE 10 – SICK DAYS

Section 1. After completion of six months of service, employees shall accrue sick leave at the rate of 0.5 days per month worked to a maximum of five (5) days per year. After this period, employees shall have all days available for use in advance of earning them as of the first day of work in the school year. If such an employee leaves employment with the Company and such employee has taken sick leave in advance of earning them, she/he shall be required to pay the Employer back for the advance sick leave taken but not earned. Sick days shall not accumulate from year to year. Previously existing employees shall be entitled to one (1) sick day upon hire and accrue

one (1) sick day per month worked to a maximum of five (5) days.

Section 2. Any remaining sick days at the end of the school year will be paid to the employee at the full rate of the employees regular wages times their regularly scheduled daily work hours.

Section 3. Paid sick days will not be considered as time worked for the purpose of calculating overtime for the week in which the sick day(s) was paid.

Section 4. A school year is calculated as the period from September 1 through June 30.

Section 5. Sick days are provided as compensation for legitimate illness only.

Section 6. Employees who voluntarily resign providing two weeks notice shall be paid out accrued unused sick/personal days. Otherwise unused sick/personal days at termination shall not be paid out.

Section 7. Any employee absent for three (3) consecutive days or more may be required to submit a note from his/her doctor showing that such employee is fit and able to return to work.

ARTICLE 11 - PAID TIME OFF

After completion of the probationary period, employees shall be allowed five (5) days off with pay to use at their discretion. Such days shall not normally be taken immediately preceding or following a holiday or with less than seven days advance notice given to the Food Service Director.

Effective January 1, 2010, employees will be entitled to one (1) floating holiday which is to be used for compensation for a day in which the District is closed.

ARTICLE 12 - BEREAVEMENT PAY

Employees who have completed their probationary period shall be granted three (3) days leave with pay including the day of the funeral for death of husband, wife, children, parents, and siblings. The days must fall on consecutive calendar days on which the employee is normally scheduled to work. Employees will be allowed two (2) additional days leave without pay for travel of over 250 miles or funeral related business which cannot be conducted at the time of death. These additional days do not have to be consecutive. Employer may request reasonable verification of relationship and proof of attendance at such funeral and/or funeral related business.

ARTICLE 13 - JURY DUTY

When a member of the bargaining unit is summoned for jury duty, the Employer shall grant such employee time off for jury duty and will pay the employee the difference between his/her jury duty pay and the regular straight time hourly rate for the regularly

scheduled hours of work for up to 20 work days in any calendar year. The employer receiving notification must immediately report this to the Food Service Director.

ARTICLE 14 – LEAVES

Section 1. Upon written notice to the Employer, an employee with at least 6 months of service may apply for a leave of absence of up to 60 calendar days. An employee must submit a written request at least 30 calendar days in advance however, the Employer will consider exceptions for unforeseen circumstances. The application shall specify the reason and the requested length of time for leave. The leave may be extended by mutual agreement of the parties in writing in advance of the conclusion of the original leave. The employee shall give a minimum of 15 calendar days notice of such request. All leaves must be approved by the Employer. Any Paid time off benefits afforded in this Agreement shall be pro-rated to actual time worked.

Section 2. For employees taking a leave of absence for medical reasons, (including maternity leave), upon showing of reasonable cause, an employee at any time may be requested to submit to a medical examination at Employer expense and upon reasonable notice.

Section 3. The Employer shall comply with all provisions of State or Federal Family Medical Leave Act.

Section 3. The continuation of insurance and the division of premium expense for insurance coverage during medical leave is controlled by the guidelines of the Family Medical Leave Act.

ARTICLE 15 – WAGES

Section 1. Employees shall receive wages as indicated in Appendix 1.

Section 2. Any employee who works in a higher classification for a minimum of 1 hour shall receive the rate of that classification for the hours so worked. Employees temporarily assigned to lower-paid positions shall retain their regular rate of pay.

Section 3. All employees shall be compensated at their regular rate of pay for any training required by the Company. In addition, employees shall be eligible for travel reimbursement in regard to any such training.

Section 4. If an employee is required to attend a meeting called by the Employer, such employee shall be paid at their regular straight time rate for such attendance. Attendance will be mandatory.

Section 5. Employees shall be paid on a bi-weekly basis on Fridays before the end of their regular shift.

ARTICLE 16 - HOURS OF WORK

Section 1. The work year for employees shall be determined by the Employer, to be correlated with the number of student days for which food service is provided as determined by the Board of Education, plus up to five (5) days before and/or after the student year, the actual number of days to be determined by the Employer.

Section 2. The normal work week shall consist of five (5) days, commencing on Monday through Friday. The work year shall be established as set forth in each year's school calendar. The text in this Article shall not establish a guaranteed number of days to be worked in a week or the hours to be worked in a day.

Section 3. The Employer reserves the right to assign or reassign shifts to personnel or to create new work hours on one (1) -week's notice to the employee and the Union, except in the case of an emergency. The workday shall be based on actual hours scheduled and worked.

Section 4. All employees covered by this Agreement who work at least 4 hours but less than five (5) hours per day will receive a ten (10) minute paid break. Employees who work five (5) or more hours per day will receive a twenty (20) minute paid break. Breaks are to be scheduled by the manager or designee where they shall be provided a free, wholesome meal. Employees who work through their breaks shall be paid for all time worked.

Section 5. Employees performing work in excess of 40 hours per week shall be compensated at the rate of time and one-half their regular pay. The Employer shall make every attempt to distribute overtime among bargaining unit members qualified to do the work with the first priority given to workers in the kitchen where the job is to be performed. Employees shall be expected to work a reasonable amount of overtime when requested.

Section 6. Employees who work a special function scheduled after 3:00 p.m. or on weekends shall receive 125% of their regular rate of pay.

ARTICLE 17 - REPORT IN PAY

Section 1. Employees who report to work without having been notified that the cafeteria is closed, shall be guaranteed a minimum of two (2) hours work or the pay equivalent thereto. Employees who do not report to work due to a cafeteria closure will receive no pay. Radio notification that school is closed shall constitute adequate notification.

Section 2. Once employees begin their scheduled shift, they shall be paid for all hours worked, or one-half the hours in their regular shift, whichever is greater.

Section 3. The decision whether an employee shall be excused or shall work will be at the discretion of management and shall be made on the basis of seniority

Section 4. Employees called in from home to work extra time outside their regular hours, shall be guaranteed a minimum of two (2) hours work or the pay equivalent thereto.

ARTICLE 18 - HEALTH INSURANCE

Section 1. – Eligibility All regular full-time employees, (those on a regular schedule of 30 hours per week or more) effective the first of the month following 90 days of employment, shall be eligible to participate in the Employer's health, dental, vision and life insurance programs described below. Plan content may change, but it shall be the same as offered to all Compass Group employees in the region. The Employer may not make significant changes to content without first negotiating with the union.

A – Life Insurance:

Life Insurance in the amount of \$10,000.00 shall be provided by the Company at no cost to the employee.

B– Health Care Coverage:

As of the effective date of this Agreement, the available plans and providers are shown in Appendix 1. Premium co-pay deductions are made from the employee's bi-weekly paycheck. Eligible employees who elect health care coverage pay a premium share on a *bi-weekly basis* as shown in Appendix 1

C – Dental Coverage

Eligible employees may purchase dental coverage via the DEN50 Plan or the Dental HMO (DHMO), by paying a full premium via payroll deduction. As of the effective date of this contract, employee's bi-weekly premium payments are shown in Appendix 1.

D – Vision Coverage

Eligible employees may purchase vision coverage via the VSP Comprehensive Vision Plan or the Exam Plus Plan by paying a full premium via payroll deduction. As of the effective date of this contract, employee's bi-weekly premium payments are shown in Appendix

Section 2. Family/Employment Status Changes: After the initial open enrollment period employees may only change their elections once each calendar year. This open enrollment period is usually during the month of November, with an effective date of change as January 1st. The provisions of these elections and the bi-weekly payroll deduction are subject to the applicable plan descriptions and IRS regulations.

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

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

Section 3. Upon termination of employment, all insurance coverage shall cease immediately with the following exceptions:

1. For employees taking leaves of absence described in Article 12, the Employer will continue insurance coverage until the end of the month in which the leave commences provided that the employee has made all premium co-payments. If a leave extends longer than the initial month, insurance coverage is governed by COBRA. Life insurance will continue for the full period of the leave.
2. For employees on Union leave, see Article 12, Section 4. Life insurance will continue for the full period of the leave.
3. If an employee is granted an unpaid leave of absence in accordance with the FMLA, coverage shall continue for up to 12 weeks, provided all regularly required premium contributions are received. Life insurance will continue for the full period of the leave.

Section 4. An open enrollment period shall be held annually in November. Enrollment forms specific to this site shall be made available to all eligible employees during the enrollment period. Every eligible employee must complete enrollment each year in November to ensure up to date benefit selection, including beneficiary designation. Failure to complete enrollment form shall be deemed as the Employee having waived benefit coverage, including life insurance.

Section 5. Upon reasonable notice to the Employer, in the event that national legislation is passed which effects the Insurance offering at this location, the Union may advise the employer of the desire to introduce a comparable medical/hospitalization

plan for eligible employees. Upon such notice, the parties shall meet to discuss such plan. If both parties agree to the introduction of such plan, and agree on the terms of its offering, including but not limited to the Employer contribution amount, it shall be implemented at this location.

ARTICLE 19 – COMPASS 401K

Section 1. Employees who have completed 90 days of service may participate in the Employer's 401(k) plan, per the terms of the plan, as the plan may change.

ARTICLE 20 - UNION SECURITY/CHECK-OFF

Section 1. After thirty (30) days of employment, employees shall, as a condition of continued employment either join the Union and pay the regular annual dues uniformly required for maintaining Union membership or pay an annual service fee to the Union not greater than the amount of dues uniformly required of members which represent the cost of collective bargaining, contract administration and grievance adjustment.

Section 2. The Union agrees to defend, indemnify and hold Employer harmless against any and all expenses, liability, suits or claims which arise under this Article, including but not limited to any or all expenses involved in the termination of a member pursuant to this Article.

Section 3. The Employer agrees to deduct bi-weekly from the wages of the employees covered under this Agreement, regular initiation fees and membership dues for the Union, as said employees individually authorize the Employer to deduct. The Employer shall remit each month to the Union, the amount of deductions made for that particular month together with a list of employees, for whom such deductions have been made. The remittance shall be forwarded not later than the 15th of the month following the month in which deductions are made.

ARTICLE 21 - NO STRIKE OUT- NO LOCK OUT

Section 1. The Union and its members employed by the Company, individually or collectively, will not, during the life of this Agreement, encourage, cause or take part in any strike, work stoppage, work interruption, work interference, slowdown, sabotage of Company production or processes, sympathy strike, picketing or boycott against the Company. The Company will not engage in a lockout during the term of this Agreement.

Section 2. Employees who engage in any activity in violation of this Article shall subject themselves to discipline up to and including termination.

Section 3. The Union agrees that if employees covered by this Agreement are in violation of this provision they shall order the employees to cease and desist and return to work immediately and take steps to ensure compliance with that request.

ARTICLE 22 – UNIFORMS

The Company shall supply all regular employees with three (3) shirts, three (3) aprons, and one (1) hat or visor that will be replaced one-for-one on an as-needed basis. Employees shall be provided with a thirty-five dollar (\$35) shoe reimbursement each school year. In order to be reimbursed, employees must provide a receipt and proof of slip resistant quality. The employees must wear other clothing and footwear as determined by the employer.

ARTICLE 23 – TRAVEL ALLOWANCE

Any employee who is required to utilize his/her own vehicle for work-related tasks at the request of management, or is requested to perform work at another location, shall receive a mileage allowance at the rate of the prevailing IRS rate in effect, or be reimbursed the appropriate fee for use of public transportation, if necessary.

ARTICLE 24 – SEPARABILITY AND SAVINGS

Section 1. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

Section 2. The parties agree to meet promptly to discuss the impact of the affected text in Section 1 above and to create new text as may be needed. Such discussions shall not “open” the Agreement during its term.

ARTICLE 25 – COMPLETE AGREEMENT

This Agreement, reached as a result of collective bargaining, represents the full and complete agreement between the parties and supersedes all previous agreements, whether written or oral, between the parties.

ARTICLE 26 - DURATION

Section 1. This Agreement shall become effective as of November 1, 2009 and shall continue in effect up to and including October 31, 2012 and from year to year thereafter, unless and until either of the parties hereto shall give to the other written notice at least sixty (60) days prior to the expiration date of October 31, 2012, or the expiration date in any year thereafter, of its intention to have same changed or terminated.

In the event any section or provision in this Agreement conflicts with any section or provision of the "Employee handbook and work rules" this Agreement shall control.

FOR THE COMPANY:

FOR THE UNION:

Date

Date

Date

Date

APPENDIX 1**Chartwells
Ridgefield Schools**

Section 1.

New Hire Rates:

Cook	\$13.00
Unit Lead	\$14.50
FSW/Cashier	\$11.00
Food Service Worker	\$11.00

Section 2. General Wage Increases – All Classifications

In each year of this Agreement, all employees who have passed their probationary period shall receive the following hourly increases on the following dates:

Upon Ratification: \$200.00
 January 1, 2010: \$0.50
 August 1, 2010: \$0.45
 August 1, 2011: \$0.40

Section 3. Employee Insurance Premium Payments

1) As of the effective date of this Agreement, the available plans and providers are:

Network Choice
 Value Choice Plan
 Workers Choice

Eligible employees who elect health care coverage pay a premium share on a bi-weekly basis, in 18 pay periods per school year. This provides them with year around coverage. Employee's co-pays at the time of ratification of this contract are:

- Network Choice:
 Single \$109.78 bi-weekly
 2 Person \$225.34 bi-weekly
 Family \$310.56 bi-weekly

***The two previously existing associates who were participating in the 2 person**

coverage level with the predecessor employer shall pay **\$174.40 bi-weekly**.

- Workers Choice
 - Single \$47.71 bi-weekly
 - 2 Person \$106.07 bi-weekly
 - Family \$152.56 bi-weekly

- Value Choice
 - Single \$27.44 bi-weekly
 - 2 Person \$69.34 bi-weekly
 - Family \$109.78 bi-weekly

2) Dental Plan Premiums

Eligible employees may purchase dental coverage by paying a full premium via payroll deduction. The 18-payment plan provides year-round coverage. As of the effective date of this contract, employee's bi-weekly premium payments are:

Dental Standard Plan	Employee Contribution
Employee	\$19.24
Employee +1	\$38.98
Employee + Family	\$79.38

DHMO Plan	Employee Contribution
Employee	\$12.96
Employee +1	\$26.96
Employee + Family	\$37.28

3) Vision Plan Premiums

Eligible employees may purchase vision coverage by paying a full premium via payroll deduction. The 18- payment plan provides year-round coverage. As of the effective date of this contract, employee's bi-weekly premium payments are:

Comprehensive Plan	Employee Contribution
Employee	\$4.86
Employee +1	\$7.00
Employee + Family	\$12.62

Exam Plus Plan	Employee Contribution
Employee	\$0.76
Employee +1	\$1.16
Employee + Family	\$2.04

Eligible employees may purchase Weekly Disability Benefits from by paying a full premium via payroll deduction. As of the effective date of this contract, employee's bi-weekly premium are shown below.

UNUM	Employee Contribution
\$200.00/week Plan	\$7.25

Section 4. Longevity

Employees shall receive the following longevity bonus at end of each school year:

Upon completion of 10 years of Service - \$75.00
 Upon completion of 15 years of Service - \$125.00
 Upon completion of 20 years of Service - \$175.00

**CSEA, SEIU, Local 2001 – Compass Negotiations
Addendum to Ridgefield School District
@ Chartwells School Dining Services at Ridgefield School District
November 5, 2009**

Letter of Understanding:

The parties agree to meet sixty (60) days prior to the expiration of this collective bargaining agreement in order to revisit the Union’s desire to introduce the pension into the Ridgefield School District into the succeeding collective bargaining agreement that is negotiated between the parties.

Local 2001, SEIU, CSEA

**Chartwells School Dining
Services, a
Division of Compass Americas,
BY:**

Date

Date