COLLECTIVE BARGAINING AGREEMENT

Between

Bon Appétit at
Carleton College, Northfield, MN

And

International Union of Operating Engineers, Local No. 70

Effective: July 1, 2018 through June 30, 2023
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AGREEMENT

This Agreement is made and entered into by and between Bon Appétit, a division of Compass Group USA, Inc. (hereinafter referred to as the “Employer” or “Company”) and International Union of Operating Engineers, Local No. 70 (hereinafter referred to as the “Union”).

WITNESSETH:

ARTICLE 1 - RECOGNITION

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all regular full-time and regular part-time food service workers listed in the wage appendix, (Appendix A) employed by the Employer at Carleton College, One North College Street, Northfield, MN; but excluding student workers, on-call, casual, office clerical, managers, and professional employees as defined in the National Labor Relations Act and all other employees.

UNION ACCESS – The authorized representatives of the Union are hereby granted a reasonable access to the Employer’s premises for the purpose of transacting Union business, provided that they shall stop at the Bon Appétit Office at the College upon entering the premises, and again on leaving the premises. The Bon Appétit Manager or his/her designated representative will give permission to the Union representatives to enter the College premises at all reasonable times.

PAID TIME FOR NEGOTIATIONS

A. The Parties agree they will complete their own preparations for contract negotiations and exchange complete proposals on or before June 15 of the year the contract expires.

B. Negotiation meetings shall be scheduled during normal business hours, but may extend into the evening hours on those days.

C. The parties will attempt to complete negotiations and to conduct a ratification vote within sixty (60) days of the opening of negotiations.

D. Dining Services shall be allotted a maximum of forty (40) hours of paid time for all representatives.

E. Time for this paid leave will not count as time worked for computing overtime, or any other paid benefit time off or for insurance purposes.

Meeting facilities – The union shall be allowed to hold regularly scheduled meetings of its Bon Appétit membership on the College’s premises at a place reserved in advance
of each meeting with the Bon Appétit's General Manager, and as long as the College authorizes the meeting within their facilities and the space is available.

STEWARDS:
The Union will notify the Company in writing as to those employees who have been selected to serve as stewards.

The authority of stewards is limited to the investigation and presentation of grievances in accordance with the provisions of the Labor Agreement. Stewards may not interrupt other employees from their work. A Steward may be released from their regular duties to investigate grievances on company time. A Steward shall first contact his/her supervisor in advance to determine a time when such investigation will not interfere with the Steward's work and the work of the person with whom the Steward wants to meet with. The Stewards shall be allowed to exchange shifts and/or days off for management-union meetings with someone within their same classification. Stewards have no authority to take strike action or engage in slowdowns or any other actions which interrupt the Company's business. Any such actions will result in discipline including possible discharge.

ARTICLE 2 - UNION SECURITY
Section 1 UNION MEMBERSHIP

A. All employees covered by this Agreement will, thirty-one (31) calendar days from the date of employment, become and remain members of the Union in good standing or alternately shall pay the portion of the standard initiation fees and dues that apply uniformly to all members covered by this Agreement that relate to the Union's representation function, as a condition of continued employment.

For full membership, "in good standing," is defined to mean the payment of a standard initiation fee, standard regular monthly dues, standard fines, standard fines for late payment of dues, and standard assessments, all as applies uniformly to all members of the Union in the bargaining unit covered by this Agreement.

B. If any employee does not remain "in good standing" as defined above; or alternately pay the portion of the initiation fees and dues that apply to the Union's representation function, the Employer shall terminate the employee within
twenty-four (24) hours of written notice to do so from the Union, or as soon as a replacement can be obtained, but not to exceed two (2) weeks. The Union shall save the Employer harmless from any claims of an employee so terminated.

Section 2 DUES CHECK-OFF - The Employer will deduct from wages of each employee who is a Union member covered by this Agreement all initiation fees, dues, and assessments upon written authorization by the employee and will remit such deductions to the Financial Secretary-Treasurer of the Union no later than the fifteenth (15th) day if each month that such deductions are made.

ARTICLE 3 - MANAGEMENT RIGHTS

Section 1. Except as expressly modified by a specific provision of this Agreement, all the authority, rights and powers which the Employer had prior to the signing of this Agreement are retained by the Employer 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 Employer, 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, reduce, increase 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 Employer’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 Employer 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.
Section 3  The Employer retains the right to subcontract out all of or any part of its operation as the dictates of business demand or if the Employer in its discretion deems it necessary. As long as it does not directly displace or result in the layoff of a regular employee except as a result of cause beyond the control of the employer.

Section 4.  SUPERVISORS / MANAGERS  - Supervisors and managers outside of the bargaining unit shall not be permitted to perform bargaining unit work except:
   A. During emergencies – defined as a condition requiring immediate action to avoid possible danger to life or property.
   B. To instruct or train employees.
   C. When relieving employees for lunch or break periods.
   D. To obtain required results without undue delay: exclusive of a), b) and c) above, management as a whole shall not exceed six (6) hours a day.
   E. Utilizing Executive or Sous Chefs to support customized catered events.

ARTICLE 4- WAGES
Wages shall be paid according to Appendix “A” attached hereto and made a part of this Contract.

Employees shall be paid on a bi-weekly basis and by direct deposit.

ARTICLE 5 - MISCELLANEOUS
Section 1.  The use of masculine pronouns or terms shall include the feminine.

Section 2.  The parties will comply with the provisions of the Americans with Disabilities Act (A.D.A.) and applicable state disability laws. The parties recognize that from time to time compliance with these laws may require deviation from some of the provisions of this Agreement and hereby pledge to discuss such deviations and take such action required to comply with A.D.A.

Section 3.  ALL EMPLOYEES, CARE OF EQUIPMENT – It is mutually agreed that the employees shall care for the equipment in their charge in the best possible condition, and exercise due and proper care of the equipment they operate so as to obtain the best possible economies.
ARTICLE 6 - GRIEVANCE AND ARBITRATION

Section 1. A grievance is a dispute which arises between an employee or group of employees or the Union and the Employer as to the meaning and application of or compliance with the provisions of this Agreement. The parties agree that it is their joint obligation to attempt to resolve all grievances at the lowest level possible in accordance with the following procedure:

Step 1: A grievance shall be presented in writing to the employee's Supervisor or Manager by the aggrieved employee(s) and/or the Union Steward or Union Representative within seven (7) calendar days of the incident giving rise to the grievance or when the grievant would have reasonably known of the incident. The grievance shall provide:

   a) a specific listing of the exact provisions of the Agreement which are purported to have been violated;

   b) a description of the event which gave rise to the grievance and the date of its occurrence;

   c) the remedy suggested; and

   d) it shall be dated and signed by the Grievant and/or the Union.

The parties shall meet within five (5) calendar days in an attempt to resolve the grievance. The Employer's representative shall respond to the grievance in writing within seven (7) calendar days of the Step 1 meeting.

Step 2: If no settlement is reached at Step 1, then the Union Business Agent shall present the grievance, in writing, to the District Manager of the Employer within five (5) working days of receipt of the Step 1 answer. The District Manager shall meet with the Union Business Agent to discuss the grievance and give his/her written answer within seven (7) working days after the Step 2 meeting.

Step 3: If no settlement is reached at Step 2, then the Union Business Agent shall present the grievance, in writing, to the Regional Manager of the Employer within seven (7) working days of receipt of the Step 2 answer. The Regional Manager shall meet with the Union Business Agent to discuss the grievance and give his/her written answer within seven (7) working days after the Step 3 meeting.

Section 2. Arbitration If the previous steps in the grievance procedure fail to resolve the matter, then either the Employer or the Union may take the matter to arbitration by
so notifying the other party, in writing, of its intention to do so within ten (10)-working
days of the Employer's answer in Step 3. The Union and the Employer may agree
upon an arbitrator, or select an arbitrator from a panel of seven (7) arbitrators provided
by the Federal Mediation and Conciliation Service. The party filing for arbitration pays
the fees for the FMCS arbitration list. A party requesting an additional panel will bear
the additional expense. Limit each party to one (1) request for a maximum of three (3)
panels. From this panel the parties will alternately strike names with the Union having
the first (1st) strike, until one (1) name remains. That person will be the Arbitrator. The
decision of the Arbitrator shall be submitted in writing and shall be final and binding
upon the Union, the Employer and the employee or employees involved. The authority
of the Arbitrator and his/her opinion and award shall be confined to the interpretation of
the provisions of this Agreement at issue between the Employer and the Union. The
Arbitrator shall have no authority to add to, detract from, alter, amend or modify any
provisions of this Agreement. Each party shall bear the expenses of its representatives
and witnesses, and the fees and expenses of the Arbitrator shall be borne equally by
both parties.

Section 3. A grievance not appealed to the next step within the above time limits will
be considered withdrawn, unless the time limits have been waived or extended by
mutual written agreement of the parties.

ARTICLE 7 - NO STRIKE / NO LOCKOUT
Section 1. During the term of this Agreement there shall be no strikes, stoppage,
diminution or suspension of work of any kind whatsoever on the part of the Union or its
membership; nor shall there be any lockout on the part of the Employer.

(ARTICLE 7 - NO STRIKE / NO LOCKOUT continued)
Section 2. Any employee who engages in a strike, stoppage of work, slowdown or
other interference with operations shall be subject to discharge. The Union agrees that
it will not oppose the discharge or discipline of anyone who instructs, leads or induces
another employee to take part in any unauthorized strike or work stoppage.

ARTICLE 8 - SENIORITY
Section 1. Probationary Period All new employees shall be hired on a probationary
basis for a period of seven hundreds twenty (720) regular hours of work. The
Probationary period may be extended through mutual agreement of the employee, Union and supervisor for an additional two hundreds forty (240) regular hours worked. Upon successful completion of said probationary period an employee's seniority shall date back to original date of hire as a regular employee. During an employee's probationary period, an employee may be released from employment for any reason at the sole discretion of the Employer. It is agreed probationary employees shall not have recourse to the Grievance or Arbitration Procedure for such action. Employees on probation will receive a written evaluation after two hundred forty (240) regular hours and before four hundred eighty (480) regular hours worked. After an employee has completed the probationary period and has acquired seniority, such employee shall not be suspended or discharged without cause.

Section 2. Bargaining Unit Seniority shall be observed for purposes of bidding on new or open positions, layoff and recall from layoff. If two employees in the same classification are hired on the same date, Management has the right to retain, promote or transfer the most qualified employee. Qualifications and ability of the employees to perform the job shall in all cases be the sole right of Management to decide.

Section 3. Open Positions When there is a new or open position in the facility, the following procedure will be used to fill said position:

a) If an employee is on layoff in that classification, then said employee will be recalled from layoff. If he/she fails or refuses to accept recall from layoff under these circumstances, he/she will be considered a voluntary quit.

b) If no one is on layoff in that classification, then the open or new position will be posted for bid for seven (7) calendar days. Only internal candidates will be interviewed during the first seven (7) days. Preference shall be given in the manner hereinafter provided to employees on the basis of

(i) Ability and fitness to satisfactorily perform the work in question; and

(ii) Length of Seniority.

c) When qualifications set forth in (i) are equal among the employees involved, length of seniority as provided in (ii) shall be controlling. There shall be no more than four (4) bids created by any job opening - that is, the job open and the subsequent job openings for a total of four (4). Other vacancies created shall be filled by management and all subsequent openings.

d) Employees successfully bidding on a job may be required to remain in their current job for 30 calendar days. Employees may return to their former position within two hundred forty (240) regular hours worked with the agreement of their manager.
Employees who are promoted and/or transferred to a different classification will serve a trial period up to seven hundred twenty (720) regular hours worked. Employees will be evaluated every two hundred forty (240) regular hours worked during this trial period. The trial period may be extended through mutual agreement of the Employer, the Union and the employee.

If an employee is disqualified during the trial period, the employee will revert to his/her previous position and seniority.

When an employee is disqualified and/or returns to their previous position, the vacant position will be filled with the next senior qualified bidder. If no other seniority employee bids, the position will be filled by management and all subsequent openings to align with the needs of the business.

e) If no one in the bargaining unit bids on the new or open positions, the Company may fill the position by seeking applicants from either inside or outside the bargaining unit.

Section 4. Layoff  The layoff procedure will be as follows:

a) The employee to be laid off will exercise his/her bargaining unit seniority to displace (bump) the least senior employee in his/her own classification for which he/she is immediately qualified.

b) If the employee is unable to displace (bump) in accordance with (a) above, such employee will have the option of displacing (bumping) the least senior employee with less seniority in a lower classification within the unit for which he/she is immediately qualified.

c) Recalls are in reverse order of layoff to positions previously held, or to other positions for which the employee is immediately qualified after bidding has taken place.

d) A full-time position will not be split into part-time positions.

Section 5. An employee's seniority and employment is terminated upon:

a) Discharge for cause;
b) Quits or retires
c) Absence without notification for two (2) consecutive workdays;
d) Absence due to layoff which continues for more than six (6) months or length of seniority whichever period is shorter;

e) Absence due to illness or injury including Family and Medical Leave Act absences as provided in Article (Leaves of Absence), for a duration of twelve (12) weeks in any rolling twelve (12) month period;

f) Failure of an employee to return to work upon recall within three (3) working days after written notice is sent via certified mail to him/her by the Company at his/her last known address, unless subsequently excused by the Company. It is the responsibility of the employee to give the Company written notification of his/her current address;

g) Failure to return to work as scheduled following a school holiday, break period or seasonal lay-off.

Section 6. Seniority List – Seniority will be calculated and posted four (4) times per year. By August 1st of each year, the Employer will present to the Union a schedule of when the four (4) seniority lists will be distributed for the upcoming year. The seniority list will include hours worked and vacation accrued through the last accounting period. Employees will have fourteen (14) days from the posting date to challenge the list. The seniority list, if unchallenged, will prevail and will only change through mutual agreement of the Employer, the Union and the Employee. In conjunction with the quarterly seniority lists, the Employer will issue to each employee a statement with their balance of sick days, vacation, days and floating holidays.

Section 7. New Positions - If a new position is created, the parties will meet to determine the rate of pay for the new position.

Section 8. All current employees listed in Appendix “B” will retain their seniority for the purposes of bidding on positions and selecting vacations and to determine the level of vacation accrual.

Section 9. Summer Period-The Summer period commencing the Friday following ‘Reunion’ and ending the Thursday prior to ‘Preseason’, Bon Appetit will attempt to provide 40 hour work weeks for all scheduled employees prior to following the seniority list for the purpose of overtime backfilling
ARTICLE 9 - LABOR-MANAGEMENT COMMITTEE
The Employer and the Union agree there shall be a Labor-Management Committee consisting of no more than 3 individuals from each party. The names of the committee members shall be submitted by each party to the other, in writing. Meetings will be held at mutually agreeable times and places so as to apprise the other of problems, concerns and suggestions related to the operation, working conditions and the labor agreement, all with the aim of promoting better understanding between the parties. Meetings will be held no less often than quarterly. A written agenda shall be established for each meeting.

Such meetings shall not be construed as opening the Agreement for negotiations nor shall such meeting be considered as a step in the grievance procedure. No rights either party has under the Grievance and Arbitration procedure or any other Article of the Agreement shall be waived by utilizing the Labor-Management Committee including the exercise of management's rights by the Employer not to conflict with the Agreement.

ARTICLE 10 - DISCHARGE OR SUSPENSION
Section 1. A non-probationary employee may be disciplined or discharged for just cause. The Employer will normally use a progressive disciplinary system. However, no warning and/or suspension shall be necessary if the cause for discharge is theft; carrying, drinking or being under the influence of alcoholic beverages; possession, use, sale or distribution of illegal drugs or other controlled substances; possession of firearms; use of tobacco products in unauthorized areas; gross insubordination; or other serious violations of the Employer's work rules.

Section 2. Disciplinary action shall be subject to the grievance procedure of this Agreement.

Section 3. In applying progressive discipline, the alleged violation of any work rule in any prior warning notice need not concern the same type of misconduct as the cause for any current disciplinary action. No warning notice shall remain in effect for purposes of any current disciplinary action for a period of more than two (2) years. Attendance and Lateness issues shall be on a separate disciplinary track from other issues.

Section 4. All discipline will be given within seven (7) calendar days of the event which triggered the discipline or within seven (7) calendar days of when the supervisor or the manager would have reasonably known of the event which triggered the discipline.

Section 5. All discipline will be in written form.
Section 6. Notice of discipline shall be provided to both the employee and the Union. Notice of discipline shall become part of the employee’s personnel file after being provided to and acknowledged by signature of the employee. If an employee refuses to sign the acknowledgement, the refusal will be documented and placed with the notice in the employee’s personnel file.

Section 7. Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer. Employees may view their files by scheduling the time with a Manager.

Section 8. Employees will not be questioned in an investigation of disciplinary action unless the employee had been given an opportunity to have Union representative present at such questioning.

ARTICLE 11 - LEAVES OF ABSENCE

A. Medical Leave:

Employees with at least one (1) year of service are eligible for an unpaid medical leave of absence due to a documented disability of up to twelve (12) weeks. Employees must use available sick leave for the medical leave but may not use sick leave to extend the leave.

Employees who suffer an on-the-job illness or injury may be eligible for Workers’ Compensation benefits and such will be in accordance with applicable state Workers’ Compensation laws.

B. Employees on FMLA leaves must pay the employee contribution toward their medical coverage to continue coverage during medical leave. Employees must pay the full cost of medical coverage during any non-FMLA leave.

C. Employees may not seek or hold other employment during medical leaves due to on the job illness or injury. Violations of this Section shall be cause for discharge.
D. If the terms of the Family Medical Leave Act exceed the terms of this Agreement, FMLA will prevail. Leaves of absence under the Family and Medical Leave Act will run concurrently with any leaves provided under this Article.

E. Employees are not eligible for any benefits unless required by law during medical leaves.

**ARTICLE 11 -A- OTHER LEAVES OF ABSENCE**

**Section 1. - Jury Duty:** Employees required to report for Jury Duty shall be paid the difference between their Jury Duty pay and their regular wages for time lost due to such Jury Duty up to a maximum of 100 hours lost during any one year. Employees while serving on Jury Duty and temporarily excused from work are expected to report for work when possible. As a convenience the Employer and the employee may mutually agree that the Employer will continue to pay the employee all regular wages, and after having completed the Jury Duty, the employee will turn over to the Employer the employee’s Jury Duty.

**Section 2. - Personal Leave** - Employees requesting a leave of absence for a period longer than seven (7) days may be granted same for a period not to exceed one (1) year if approved by the Employer and notice of such leave is given to the Union which shows the date of anticipated beginning and ending of such leave and giving reason for the leave. If an employee takes a personal leave all accrued paid time off must be utilized during the leave and the employee will be responsible for paying one hundred (100) percent of their health care premiums during any unpaid time off.

**Section 3. - Funeral Leave** - Definitions- Immediate Family / Extended Family

Immediate family is defined by the Employer as persons related to the employee as follows: the employee’s current wife/husband, child, mother, father, current mother-in-law, current father-in-law, sister, brother, grandchild, domestic partner or current step family.

Extended family is defined as persons related to the employee as follows: grandparent, current grandparent-in-law, current sister-in-law, /brother-in-law, uncle, aunt, cousin, niece, or nephew.
Funeral Leave — To provide time off for an employee to make funeral arrangements and to attend the funeral, the following leave provisions are listed below:

Immediate Family — A regular employee working thirty (30) hours or more per week is eligible for up to three (3) days paid funeral leave in the event of the death of a member of the immediate family.

Extended Family - In the event of the death of a member of the extended family, up to one (1) day of paid funeral leave shall be granted.

Section 4. School Conference and Activities Leave, - The Employer will grant an employee covered under this Agreement up to sixteen (16) hours of unpaid work time during any school year to attend school conferences or classroom activities related to the employee's child, when such school conferences or classroom activities cannot be scheduled during non-work hours. The employee will provide at least one (1) week notice.

ARTICLE 12 - DEFINITION - EMPLOYEES

REGULAR FULL-TIME EMPLOYEE - A regular employee is one who normally and regularly works thirty (30) or more hours per week.

REGULAR PART-TIME EMPLOYEE — A regular part-time employee is one who normally works less than thirty (30) hours per week. Regular part-time employees are not entitled to pro-rated benefits, including but not limited to, sick leave, vacation, holidays, and insurance.

TEMPORARY EMPLOYEES – Temporary employees shall be those employees hired to fill positions temporarily vacant due to a regular employee being on a leave of absence for a period of up to ninety (90) days in accordance with Article 11 or Article 11A, herein, unless extended by mutual agreement of the Company designee and the Exclusive Representative. Temporary employees are not eligible for benefits.

CASUAL (ON CALL) EMPLOYEES - Casual employees are those employees used on a sporadic basis without an established pattern of continuing employment. If such employees work ninety nine (99) hours or less in a school quarter, they shall not come under the jurisdiction of this Agreement. Casual employees are not eligible for benefits.
Hours worked in a catering classification are not counted towards the ninety-nine (99) hour cap.

**STUDENTS** – Students are not covered under this agreement or its provisions. Student is defined as a person enrolled at Carleton College or has been enrolled the previous term or is scheduled to be enrolled in the next term.

**SPECIAL NEEDS EMPLOYEES** – The use of these employees and their coaches shall not diminish the number of existing positions in the bargaining unit, and are excluded from the bargaining agreement.

**ARTICLE 13 - HOURS OF WORK, WORK WEEK AND OVERTIME**

**Section 1.** The regular work week for regular employees shall be any five (5) days, Friday through Thursday. Management has the right to change its payroll or work week. All hours worked on any shift that starts within the pay week, but ends in the next pay week, shall be counted as worked within the pay week in which the shift starts. All scheduled hours worked per day shall be consecutive and all scheduled days off shall be consecutive. If a schedule is not based on consecutive days of the week or consecutive hours worked per day, arrangements will be worked out between the Employer and the employee.

**Section 2.** In the event that hourly-rated employees are required to work in excess of forty (40) hours per week they will be paid for such time at the rate of time-and-one-half (1½x) their straight-time hourly rate. Overtime will be assigned by management.

**Section 3.** There shall be no duplication or pyramiding in the computation of overtime and/or premium pay, that is, nothing in this Agreement shall be construed to require the payment of overtime and/or premium pay more than once for the same hours worked.

**Section 4.a)** Management will fill all open shifts of one scheduled work week defined as vacation, sick or float time in their entirety provided they are given advance notification of one (1) week. If no one in the bargaining unit within the classification or outside classification with the proper qualifications is willing or able to fill the shift then management has the right to award the shift to an employee who has expressed an interest to fill a portion of the shift. In the case of awarding the adjusted shift management shall use the option that allows the most amount of coverage for the operation without splitting the shift in two.
b) If the shift remains unfilled the junior employee will be forced to work the entire shift, should the junior employee already be scheduled to work during a portion of the shift, they will be forced to cover the remaining hours of the shift.

c) Notifications of less than one (1) week will be filled or adjusted to align with the needs of the business. Exceptions to shifts being filled in their entirety will be in the Bakeshop and Weitz Center.

d) Overtime and extra shifts shall be offered by seniority in the affected classification. In the event that an overtime opportunity is missed, that employee will be given 'convenience' OT (at rate of pay missed) equal to the hours missed but not greater than eight (8) hours within thirty (30) days that will not be taken away from other employee(s). In the event the employee is missed again within the academic year, the company shall pay the amount missed to a maximum of eight (8) hours. In the event the shift has not been filled, then the shift shall be offered by seniority to qualified bargaining unit members outside of classification. If the shift remains unfilled, the junior person in the classification may be forced to work. No employee will be required to work two (2) consecutive OT shifts where there is not an eight (8) hour rest break; Mgmt. will have the right to force the next lowest seniority employee.

Section 5. Current bargaining unit members in the Catering Department shall have the first right to hours before on call employees.

Section 6. The Employer will hire a person in the "Cooks" classification. The position will be full time, guaranteed thirty (30) hours per week during standard scheduled weeks. This position will be scheduled as a "floating" position, designed to cover shifts which become available as a result of time off requests, sick leave usage and to perform any other duties required by management. This floating position will be paid at the "cooks" rate regardless of which classification the employee is actually working. If the "cook" employee is not scheduled for forty (40) hours and a shift becomes available the "cook" employee will be allowed first choice to fill additional shifts up to forty (40) hours. Additional hours after the "cook" has forty (40) will be filled by seniority in the affected classification. After the cook has reached 40 hours, he/she will be put into the
grill cook and prep cook classifications for OT purposes and broken weeks. The
classification in which they are placed can be adjusted with mutual agreement.

ARTICLE 14 - VACATIONS

Section 1 All regular full-time employees covered under this Agreement will be
entitled to paid vacation as follows:

All employees who have been employed by the employer for a period of one (1) year shall receive one (1) week’s vacation with pay.

All employees who have been employed by the employer for a period of at least two (2) years shall receive two (2) week’s vacation with pay.

All employees who have been employed by the employer for a period of at least eight (8) years shall receive three (3) week’s vacation with pay.

All employees who have been employed by the employer for a period of at least twelve (12) years shall receive four (4) week’s vacation with pay.

Section 2 A week’s vacation pay is defined as an employee’s current hourly rate multiplied by their regularly scheduled hours per week. Vacation eligible employees will be allowed to go “negative” on vacation pay up to a maximum of one (1) week. If an employee resigns or is terminated for any reason, negative vacation balances will be deducted from the employee’s final pay check.

Section 3 TERMINATION - Any regular employee who terminates employment shall be entitled to any unused vacation as of their last day of regular hours worked, provided two (2) weeks notice is given.

Section 4 HOLIDAY DURING EMPLOYEES VACATION PERIOD - If a designated holiday falls during an employee’s vacation period such day shall not be charged to the employee’s earned vacation.

Section 5 VACATION PERIOD SCHEDULE - Vacations will be set with regards to the wishes of the employee and on a first request basis. If two (2) or more employees request the same vacation day in a twenty-four (24) hour period, the senior employee will be given preference. The Employer will make reasonable efforts to approve vacation requests made by employees, so long as they are consistent with the operational needs of the business. Employees denied vacation request will be given a written denial stating the reason(s) within seven (7) days of when the employer receives the request.
VACATION PROCEDURES

No employees shall be required to defer their vacation until during the Christmas break. Vacation may be used during the Christmas break at employee's request only.

Employees shall not be required to work during their approved vacation periods or otherwise they shall receive one and one-half (1-1/2) times pay for all hours worked and an equal amount of hours shall be given for future approved vacation requested by employee.

ARTICLE 15 - HOLIDAYS

Section 1  REGULAR HOLIDAYS - Regular employees shall be paid their regular scheduled daily hours of straight time pay for each of the following holidays when the employee is not required to work:

New Year’s Day         The day after Thanksgiving
Labor Day               Christmas Eve
Thanksgiving            Christmas Day

Employees must work their last full scheduled work day before and after the Holiday in order to receive Holiday pay. Employees on approved leave for bereavement, jury duty, or union business on their scheduled workday before and after the Holiday shall be deemed to have met the work requirement. An employee will not lose more than two (2) Holidays on any forfeiture.

All current employees listed in Appendix “B” will be entitled to four (4) floating holidays.

Commencing July 1, 2019, all seniority full time employees not listed in Appendix ‘B’ will be entitled to one (1) floating holiday which will also have the July 1 deadline to utilize (no roll-over)

Employees will become eligible to receive their floater upon their 2nd anniversary.

Section 2  HOLIDAY PREMIUM - Regular employees required to work on the named holidays shall be paid at the rate of time and one half their regular hourly rate for all hours worked, plus holiday pay or the employee may, at their request, in
lieu of holiday pay be granted an additional floating holiday. Because of the continuous nature of the operation, holiday premium will only be paid on the named days.

**ARTICLE 16 - MEDICAL PLAN COVERAGE**

**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 the completion of sixty (60) days shall be eligible to participate in the Employer’s health, dental, 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.

Effective January 1, 2022 all employees will move to the Compass Health and Welfare Plan II with electronic enrollment for all benefit coverage

A. **Medical Insurance**

The employee bi-weekly co-pays for 2018are:

<table>
<thead>
<tr>
<th>Plan</th>
<th>Description</th>
<th>Employee</th>
<th>Employee + Spouse</th>
<th>Employee + Child(ren)</th>
<th>Family</th>
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<tr>
<td>Medical</td>
<td>Bronze Plus- United - Best in Market</td>
<td>$ 53.44</td>
<td>$ 115.56</td>
<td>$ 101.12</td>
<td>$ 202.22</td>
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<td></td>
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<td>$ 73.66</td>
<td>$ 138.66</td>
<td>$ 124.22</td>
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<tr>
<td></td>
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<td>$ 204.26</td>
<td>$ 331.01</td>
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<td>$ 226.54</td>
<td>$ 359.06</td>
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<tr>
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<td>$ 530.48</td>
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<td>$ 42.49</td>
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<td>$ 38.15</td>
<td>$ 60.12</td>
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<td>Vison</td>
<td>VSP Basic</td>
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<td>$ 1.23</td>
<td>$ 1.25</td>
<td>$ 1.95</td>
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<td>$ 8.33</td>
<td>$ 8.50</td>
<td>$ 13.16</td>
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</table>

Future healthcare coverage insurance premium costs shall be split as follows annually in January, starting January 1st 2014. The employer shall absorb the first 5% increase in health insurance premium costs over the prior year’s costs in each year of the agreement. Employees are responsible for any increase over 5%.
B. Life Insurance:
Life Insurance in the amount of $47,000.00 shall be provided by the Company for all eligible employees at no cost to the employee. Life Insurance pay out amounts will be determined per the policy. Effective January 1, 2022 this location will fall under the Compass Health and Welfare Plan II in all respects, including $10,000 Life Insurance with Dependent and Spousal optional life available.

C. Dental Coverage
Eligible employees may purchase dental coverage by paying a full premium via payroll deduction. The 2013 Employee Bi-weekly Co-pays are as follows:

Cigna Dental Standard Plan:
Employee only $13.79; Employee plus Spouse $27.93; Employee plus Child $27.93;
Employee plus Family $56.91
Cigna Dental HMO Plan:
Employee only $10.04; Employee plus Spouse $20.90; Employee plus Child $20.90;
Employee plus Family $28.90.

D. Vision Coverage
Effective January 1, 2014, eligible employees may purchase vision coverage by paying a full premium via payroll deduction. 2013 Employee bi-weekly cc pay are as follows:

VSP Comprehensive: Employee only $3.60, Employee plus spouse $5.22, Employee plus Child, $5.22, Employee plus Family $9.36.

VSP Exam Plus: Employee only $0.54, Employee plus spouse $0.82, Employee plus Child, $0.82, Employee plus Family $1.46.

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 thirty (30) days of the change. A family/employment status change, (as currently defined by the Internal Revenue Service), includes:
1. Marriage, divorce or legal separation, (there must be a court order granting the divorce or legal separation).
2. Death of spouse or other dependent.
3. Birth or legal adoption of a child.
4. Spouse’s termination or commencement of employment.
5. Employee or spouse switching from part-time to full-time status.
6. A significant change in the employee’s or 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 except if an employee is granted an unpaid leave of absence in accordance with the FMLA, coverage shall continue for up to twelve (12) weeks, provided all regularly required premium contributions are submitted by the employee.

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.

ARTICLE 17 - Pension Plan / 401(k) PLAN

Section 1  IUOE Central Pension Fund – The Employer agrees the Employee’s listed in Appendix “B” who are now regular employees covered by this Agreement will be covered by the Central Pension Fund of the International Union of Operating Engineers.
A. The Employer agrees to be bound as a party to all the terms and conditions of the Participating Agreement in the Central Pension Fund of the International Union of Operating Engineers.
B. Contributions – The Employer agrees to pay the Fund the following for each hour for which a covered employee receives pay as required under the terms of this agreement, however, 1) such contributions shall not exceed a sum which would exceed forty (40) hours in any week, and 2) such contributions shall be made only for covered regular employees.

Effective July 1, 2012 $2.50 per hour
Section 2 Employees upon completion of their probationary period, who are not covered by the IUOE Central Pension Fund, may participate in the employer’s 401K program per the terms of the plan.

ARTICLE 18 - REST PERIODS
Section 1 Regular employees shall be entitled to a fifteen (15) minute rest period for each four (4) hours worked. Employees with one rest period will have the rest period scheduled approximately half way through their shift. Employees with two (2) rest periods will have the first rest period scheduled approximately midway in the first four (4) hours and the second rest period approximately midway in the last four (4) hours of the shift. When there is mutual agreement between the Employer and employee, breaks may be scheduled whenever it is agreeable. Employees working eight (8) hours or more shall be required to take one thirty (30) minute unpaid meal period.

Section 2 Employee’s rest periods shall be duty free from all aspects of their job requirements unless emergencies arise. Employees interrupted during their unpaid lunch period will be given a new duty free unpaid lunch period or will be paid for their lunch period.

ARTICLE 19 - SICK LEAVE AND SHORT TERM DISABILITY
Section 1 BENEFITS All regular employees will accrue sick leave. The rate of accrual shall be based on one half (1/2) day for each month for a total of six (6) per year. New employee’s sick days will be available after the probation period or ninety (90) calendar days, whichever comes first. Sick leave will accrue back from the employee’s start date. Unused sick days will be paid out at the end of the Spring term.

Usage - Employees will be entitled to paid sick leave not to exceed six (6) days per year for personal illness and for absences due to an illness of the employee’s child or domestic partner’s child, for such periods of time as the employee’s attendance with the child may be necessary. Child will include foster children and all minor dependents of the employee. Sick leave may be used in increments of one hour or more. Sick leave may be used for medical and/or dental appointments, if such appointments cannot be scheduled outside their normal work hours. Sick pay eligible employees will be allowed to go “negative” on sick pay up to a maximum of six (6) days less any used sick days in the current year. If an employee resigns or is terminated for any reason, negative sick pay balances will be deducted from the employee’s final pay check.
Section 2  EVIDENCE OF ILLNESS: The Employer may, when an employee has excessive or systematic use of sick leave require reasonable evidence of illness in order for the employee to receive sick leave pay.

SHORT TERM DISABILITY – The Employer will provide an Accident and Sickness Policy providing a benefit of 80% of wages with no maximum until December 31, 2021. Commencing January 1, 2022 the employee shall provide short term disability per the Company Health and Welfare Fund Plan II.

ARTICLE 20 - SUMMER WORK
Management retains the right to schedule associates during the summer months when business warrants. The summer period commences the Friday following ‘Reunion’ and ends the Thursday prior to ‘Preseason’. If during the life of this agreement that changes, the parties will meet to discuss.

1. Summer work shall be assigned first to those who have volunteered to work by bargaining unit seniority within classification.
2. Any remaining hours shall be assigned by bargaining unit seniority from least senior associate to most senior within the classification.
3. During periods of layoff associates will be required to call-in each week during said layoff. This shall not apply during weeks of scheduled vacation or if associates are notified, in writing, by the General Manager not to check in during a particular time period. The procedure for calling in will be:

1. The associate on layoff will be called between 8:00 AM and 1:00 PM on Mondays and speak with a management representative to determine if work is available for the next Friday – Thursday. It will be the associate’s responsibility to ensure the summer phone number is correct. Management will provide a general timeframe of when an employee may be called. This is simply a general outline; the employee must be acceptable of a large range of times as certain callouts may take longer or be significantly shorter than others. If the employee does not answer the call, the employer will immediately move on to the next qualified bargaining member. All employees who have designated they are available for hours will be called even if there are no hours available. If additional shifts are added outside of the regular summer schedule following the original call out process, management will allow 20 minutes for employees
to return a phone call and request the shift before moving to the next qualified bargaining member.

2. Jobs will be assigned from lowest seniority to highest by campus wide seniority and classification. Any change in procedure will be communicated in writing in advance.

Before the end of the academic year, the Company will post a list with the associate name and the classification(s) for which they are qualified. (It is the associate's responsibility to notify the Company in any changes in his/her telephone number.) This summer work will be scheduled as follows:

The following item shall be used to determine the scheduling of associates under number 2 (see above):

The call-in process shall start from the bottom of the seniority list and work up in each classification and will be assigned to the needs by unit wide seniority. Associates who wish to work outside of their classification and determined by Management to be qualified to assure a full work week may do so, but will be paid according to that classification.

Employees working out of classification shall be paid the contract rate for that classification, or the appropriate progression rate, for the worked performed.

Lay-Off Scheduling: Work performed during normal academic breaks, including summer break shall be offered within the appropriate classification and then to qualified bargaining unit members outside of the classification. In the event no qualified bargaining unit members sign for the work, the employer may force the junior employee to work or offer the work to employees outside of the bargaining unit.

ARTICLE 21 - NON DISCRIMINATION CLAUSE

Section 1  ADA – The Employer and the Union agree to cooperate in making reasonable accommodations for employees or job candidates necessary to comply with the Americans with Disabilities Act (ADA) and other applicable state and federal laws and regulations.

Section 2  All employees covered by this agreement will be covered by the Employer’s policy of extending benefits to domestic partners.
ARTICLE 22 - UNIFORMS
If uniforms are required by the Employer, they shall be furnished by the Employer at no cost to the employee. The front of the house employees shall launder their uniforms. Employees are required to provide and wear their own slip resistant shoes. Employees must return uniforms upon termination. No buttons, pins or other paraphernalia are to be worn on uniforms without explicit approval of the management.

ARTICLE 23 - MILITARY SERVICE
Employees returning from active duty in the military service of the United States shall be reinstated with all the rights and benefits provided for under then current applicable Federal law.

ARTICLE 24 - SEPARABILITY AND SAVINGS CLAUSE
Section 1. If any Article or Section of this Agreement or of any attachments 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 Agreement and of any attachments 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.

Section 2. 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 agree to meet promptly for the purpose of negotiating an amendment to this Agreement.
ARTICLE 25 - DURATION
This AGREEMENT shall be in full force and effect from July 1, 2018 to and including June 30, 2023, and shall automatically renew itself from year to year thereafter, unless notice, in writing is given by either party at least sixty (60) days prior to June 30, 2023, or any succeeding yearly extension thereafter, of its desire to change, modify or terminate this Agreement. Any such notice shall specify the nature of the proposed changes or modifications.

BON APPÉTIT, a division of COMPASS GROUP USA

David Ramlow, Regional Director

Katie McKenna, General Manager

Eric Rasmussen, Director of Operations

Shane Luxton, Labor Relations Manager

INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL NO. 70

Scott Marsyla, Business Representative

Tracy Mae Union Representative

Jesus Alvarado Union Representative

Mike Hoover Union Representative

Linda Powers, Recording Corresponding Secretary

Michael Dowdle, President

Dave Monsour, Business Manager
Appendix "A"

<table>
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<tr>
<th>Wages</th>
<th>Effective Date 7-1-18</th>
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<th>Effective Date 7-1-20</th>
<th>Effective Date 7-1-21</th>
<th>Effective Date 7-1-22</th>
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<td>Prep Cook Hot &amp; Cold</td>
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Lead Cook, Baker, Baker Helper and Lead Baker will receive; $550 net lump sum payment ($275 to be paid out upon ratification, $275 to be paid out the last week prior to Holidays in December.)

All seniority employees will receive $125.00, net lump sum signing bonus upon ratification.

Employees hired on or after July 1, 2011 will be subject to the following progression:

<table>
<thead>
<tr>
<th>Progression Schedule</th>
<th>% of Hourly. Rate</th>
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<tbody>
<tr>
<td>Starting</td>
<td>75%</td>
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<tr>
<td>After Six (6) Months</td>
<td>85%</td>
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<td>After Twelve (12) Months</td>
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<td>After Eighteen (18) Months</td>
<td>95%</td>
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<td>After Twenty Four (24) Months</td>
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## Appendix "B"

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<th>Little, Kimberly</th>
<th>Splichal, Jane</th>
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<td>Delong, Dave</td>
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