AGREEMENT

BETWEEN

CHARTWELLS SCHOOL DINING SERVICES
a division of Compass Group USA, Inc.

and

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL NO 70, AFL-CIO

For the Food Service Employees at

FARMINGTON SCHOOL DISTRICT

Farmington, Minnesota

July 1, 2017 to June 30, 2020

#12935
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PURPOSE:
The purpose of this Agreement is to promote harmonious labor relations and fair and equitable working conditions.

PREAMBLE:
The parties to this Agreement are Compass Group USA, Inc. d/b/a Chartwells School Dining Services (Employer or Company) and International Union of Operating Engineers, Local No. 70, AFL-CIO (Union).

ARTICLE 1 – UNION RECOGNITION:
Section 1. The Company recognizes the Union as the exclusive representative of all full-time and regular part-time food service employees, including cooks and food service workers employed by the Employer in the Farmington, Minnesota Public Schools, including Akin Road Elementary School, Farmington Elementary School, North Trail Elementary School, Meadowview Elementary School, Riverview Elementary School, Dodge Middle School, Boeckman Middle School and Farmington High School, excluding office clerical employees, paraprofessional and managerial employees, and guards and supervisors as defined in the act, as amended.

ARTICLE 2 – UNION SECURITY:
Section 1. All persons now employed or hereinafter employed by the Employer thirty one (31) days from the date of their employment or the signing of this Agreement, whichever date is later, and coming under the jurisdiction of this Agreement shall become and remain members in good standing of the International Union of Operating Engineers, Local No. 70, AFL-CIO, or alternately shall pay the portion of the initiation fee, dues and assessments that are uniformly applied to all members covered by this Agreement that relate to the Union’s representation function.

Section 2. If any employee does not remain “in good standing” as defined above, the Employer shall terminate the employee within ten (10) days of written notice to do so from the Union, or as soon as a replacement can be obtained, but not to exceed twenty-one (21) days. The Union shall save the Employer harmless from any claims of an employee so terminated.
(ARTICLE 2 – UNION SECURITY continued):

Section 3. The Employer agrees to deduct monthly union dues from the wages of employees covered by this Agreement. Such deductions shall be made only for employees who voluntarily provide the Employer with a written authorization agreeing that such deductions may be made. The authorization shall not be revocable for a period of more than one (1) year or beyond the termination date of this Agreement, whichever occurs sooner. Deductions shall be made by the Employer during the second pay period of each calendar month and transmitted to the Union together with a list of names of the employees and deductions made. The Union agrees to refund promptly any dues found to have been improperly deducted and transmitted to the Union.

Section 4. Within thirty (30) days after an employee covered by the Agreement has been hired, the Employer shall mail to the Union written notice thereof, stating the employee’s name, address, work classification and date of hiring.

Section 5. The provisions of Section 1, shall not apply to any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religious body or sect which has historical conscientious objections to joining or financially supporting labor organizations; except that such employee shall be obligated to pay the service fee required by Section 2, above to a non-religious charity fund, exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code, chosen by the employee.

ARTICLE 3 – MANAGEMENT RIGHTS:
Customary rights of management including but not limited to the right to direct the workforce, to implement reasonable work rules, and to hire, discharge or otherwise discipline employees are reserved to the Employer subject to the terms and conditions of this Agreement.
ARTICLE 4 – NON-DISCRIMINATION:
In the administration of this Agreement, neither the Employer nor the Union shall discriminate against any employee because of the employee’s race, color, sex, religion, national origin, age or union membership or against qualified individuals with a disability.

ARTICLE 5 – PROBATION:
An employee, under the provisions of this Agreement shall serve a probationary period of ninety (90) days of employment during which time the Employer shall have the unqualified right to discharge or otherwise discipline with or without just cause. Upon satisfactory completion of the probationary period, the employee shall be entitled to seniority back to the employee’s most recent date of hire by the Employer in a position covered by this Agreement.

ARTICLE 6 - SENIORITY:
Section 1. Seniority shall be defined as the employee’s length of continuous service with the Employer. Continuous service means length of compensated regular hours of service from the most recent date of hire unless determined otherwise by State or Federal law, or elsewhere in this Agreement.

Section 2. – Seniority Lists: The Employer will maintain and publish for the employees and the Union, a seniority list of all employees covered by this Agreement. The list will be in seniority order, starting with the most senior to the least senior. An employee wishing to challenge the list must do so in writing within fifteen (15) days of the date the list is made available. This list will be published and distributed to each school the second week of September and March of each year.

ARTICLE 7 – JUST CAUSE:
An employee who has completed the probationary period may be disciplined for just cause. The normal discipline may include a verbal warning, written warning, suspension and/or discharge. Any of these steps may be bypassed for a major reason.
ARTICLE 8 – GRIEVANCE PROCEDURE:

Section 1. Grievance Definition: A "grievance" shall mean a dispute or disagreement over the interpretation or application of terms and conditions of employment in this Agreement.

Section 2. Representative: An employee, Union or Company may be represented during any step of the procedure by a person or agent designated by such party to act in the party's behalf.

Section 3. Definitions and Interpretations:
(a) Extension: Time limit specified in this Agreement may be extended by mutual agreement.
(b) Days: Reference to days regarding time period in this procedure shall refer to weekdays. A weekday is defined as all weekdays not designated as holidays by this Agreement.
(c) Computation of time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday or a legal holiday.
(d) Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the Employer's designee, setting forth the facts and the specific provision(s) of the Agreement, allegedly violated and the particular relief sought within ten (10) days after the event giving rise to when the grievance first became knowledgeable. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time period hereafter provided shall constitute a waiver of the grievances.
(ARTICLE 8 – GRIEVANCE PROCEDURE continued):

An effort shall first be made to adjust an alleged grievance informally between the employee and the Employer’s designee.

Section 5. Adjustment of Grievances: The employee or Union will discuss with the Food Service Director the situation and attempt to resolve the grievance.

(a) Level One: If the grievance is not resolved through informal discussions, the Employer designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

(b) Level Two: In the event the grievance is not resolved in Level One the decision rendered may be appealed to the District Manager, provided such appeal is made in writing within five (5) days after receipt of the decision in Level One. The written grievance will include the alleged incident causing the grievance, the violation(s) of the contract and the remedy requested. The District Manager or their designee shall set a time to meet regarding the grievance, within ten (10) days after receipt of the appeal. Within ten (10) days after the meeting, the District Manager or designee shall issue a decision in writing to the parties involved.

Section 6. Arbitration Procedures: In the event that the employee and/or the Union and the Employer are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein.

(a) Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed with the District Manager within five (5) days following the decision in Level Two of the Grievance Procedure.
(ARTICLE 8 – GRIEVANCE PROCEDURE continued):

(b) **Selection of Arbitrator:** Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within five (5) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request Federal Mediation and Conciliation Services provide a list of seven (7) arbitrators who are National Academy of Arbitrators qualified.

The requesting party for the list of arbitrators shall determine who will strike a name first. The last remaining name will be the arbitrator.

(c) **Hearing:** The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence offer testimony and make oral or written arguments relating to the issue before the arbitrator. The proceeding before the arbitrator shall be a hearing *de novo*.

(d) **Decision:** The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties.

(e) **Expenses:** The cost of the arbitrator, the facilities and any other agreed to expenses will be shared equally among the parties. The cost making a transcript or recording and/or ordering a copy of the transcript shall be paid by the party requesting the service or copy.

(f) **Jurisdiction:** The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly filed before the arbitrator.
ARTICLE 9 – SAFETY:
Section 1. All employees have a personal responsibility to work safely, to be alert, to practice good housekeeping, to remove potential hazards and to follow all established safety regulations, and help prevent accidents. Any conditions discovered to be unsafe should be reported at once to the Food Service Director or their designee.

Section 2. Each kitchen is equipped with a Product Safety Manual. This manual is located in an area that is accessible to each food service employee. This manual contains safety information about products used in the food service area. Always read Material Safety Data sheets before using a product to determine if goggles and gloves are required.

ARTICLE 10 – SHIFT REPLACEMENT PROCEDURE:
Any employee not able to work their assigned shift shall notify the Employer as soon as practical but at least two (2) hours prior to the start of their shift. Employees will not be required to find their own replacements.

ARTICLE 11 – RESIGNATION:
Employees electing to resign or retire shall be required to give the Employer two (2) weeks notice and shall continue in the Employer’s service during this two (2) week period, unless mutually agreed to otherwise between the Employer and employee, or when competent replacement can be made in the usual manner.

ARTICLE 12 – UNIFORMS:
Section 1. The Employer will provide four (4) shirts at the beginning of the school year to each employee.

Section 2. Employer shall reimburse non-probationary employees, upon a submission of a current receipt, up to a maximum of one hundred twenty five ($125.00) dollars in year 1, one hundred thirty dollars ($130.00) in year 2 and one hundred thirty five dollars ($135.00) in year 3 for slip-resistant shoes and/or black twill pants per year. All employees are required to wear slip-resistant shoes.
ARTICLE 13 – COMPASS 401(k) PLAN
All eligible employees will be able to participate in the Compass Group 401(k) Plan in accordance with the terms and conditions of the Plan.

ARTICLE 14 – MILEAGE:
An employee who is required by the Employer to use a motor vehicle to travel on company business shall be entitled to the Internal Revenue service (IRS) rate per mile. Mileage vouchers are to be submitted monthly and paid in the first payday following the month in which the voucher was submitted. It is understood, however, that trips are made at the direction of the Employer.

ARTICLE 15 – UNIFORMED SERVICES EMPLOYMENT AND RE-EMPLOYMENT RIGHTS ACT
The Employer and Union agree to follow the Uniformed Services Employment and Re-Employment rights Act, 38 U.S.C. §§ 301-4307 as may be amended.

ARTICLE 16 – JURY DUTY:
Employees called and selected for jury duty shall receive their regular compensation and other benefits for their employment, less the amount received by them as jurors, excluding mileage. Compensation and benefits for jury duty will not exceed ten (10) days per calendar year.

ARTICLE 17 – FAMILY AND MEDICAL LEAVE ACT (FMLA):
The Company will comply with all Federal and State Laws with regards to the Family and Medical Leave Act.

ARTICLE 18 – HOURS OF WORK:
Section 1. Working Hours: Working hours shall be determined by the Employer in accordance with this Agreement.

Section 2. Extra and/or Overtime hours: All employees covered by this Agreement will be eligible for extra hours and/or overtime, provided they are qualified to perform the work. Employees interested in extra hours and/or overtime shall register with the Food Service Director. Extra hours and/or overtime will be as equitable as possible, among employees registering at each school and/or facility.
(ARTICLE 18 – HOURS OF WORK continued)
Section 3. Overtime: For all hours worked beyond forty (40) hours in a workweek, overtime will be paid on the basis on one and one-half (1-½) times the hourly rate of pay.

Section 4. Call Back: When an employee is called back to work outside of the employee’s regular working schedule, the employee will be paid with a two (2) hour guaranteed minimum.

Section 5. Snow Days: All employees, unless otherwise directed shall not report to work if a snow or other emergency day is called. No pay shall be awarded to employees who do not work, unless the Employer was compensated for their time.

ARTICLE 19 – FEDERAL, STATE, COUNTY, MUNICIPAL LAWS:
It is the intent and purpose of the parties to this Agreement to abide by and comply with all laws that may affect the parties and this Agreement.

ARTICLE 20 – LAY-OFF AND RECALL:
Section 1. Notification: In the event a layoff becomes necessary, the Employer shall notify the Union office and the employee(s) involved at the earliest opportunity.

Section 2. Layoff: When a layoff is necessary, it will be by classification. The employee with the least seniority in the classification shall be the first laid off.

When a position is eliminated, the employee in that position shall have the right to displace any employee in the same or a lower classification who has less seniority, if the employee is qualified to perform the work. An employee who is displaced has the right to displace any employee in the same or lower classification, if the employee is qualified to perform the work.

Section 3. Recall: Employees will be recalled in the reverse order of layoff; the last employee laid off will be the first recalled.
ARTICLE 21 – VACANCIES:

Section 1. Vacancies: When a Food service position becomes vacant due to an opening, creation of a new position, transfer or the resignation, retirement or termination for cause, the Employer shall post the vacant position on employee bulletin boards in each building for a period of five (5) business days. When vacancies occur during non-school attendance periods, or while an employee is on a leave of absence, the Employer will mail the positioning to the employee’s home, provided the employee has provided the Employer with a self-addressed, stamped envelope for this purpose.

Section 2. Applications: Any employee interested in the open position must respond in writing to the Food Service Director within five (5) business days after the last day of the posting or postmark, if mailed.

Section 3. Awarding: The open position will be awarded to the senior qualified candidate. Ties in seniority will be determined by a coin toss.

(a) The Employer has the right to hire from outside the bargaining unit if no bargaining unit member making application for the vacant or newly created position has the necessary qualifications to do the work, or if no bargaining unit member applies.

Section 4. Job Change Probation: Positions of more than four (4) hours per day will be posted with a notation that there will be a ten (10) working day probation/training period. Management may request the employee be moved back to their previous position if the Union is provided with sufficient documentation. This would include but not be limited to written documentation of training provided, work deficiencies and alternate training methods utilized.

A vacancy created by an employee moving into a position of more than four (4) hours per day will be posted for five (5) days, but will not be awarded until the probation determination has been made.
ARTICLE 22 – HOLIDAYS, PERSONAL DAYS, and BEREAVEMENT LEAVE:

Section 1. Employees who have completed one full year of employment will receive six (6) personal days. Employees must request the day(s) in writing and the day(s) will be scheduled by mutual agreement between the Employee and the Employer.

Section 2. Employees who work their scheduled shift before and their scheduled shift after, will receive their regularly scheduled pay for the following holidays:

<table>
<thead>
<tr>
<th>Christmas Day</th>
<th>New Year's Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thanksgiving</td>
<td>Good Friday</td>
</tr>
<tr>
<td>Day after Thanksgiving</td>
<td>Memorial Day</td>
</tr>
</tbody>
</table>

Employees working in a Long Term Substitute position (defined as working in the position for 20 working days) will receive holiday pay based on the amount of hours per day in their Long Term Substitute assignment.

Personal day allotment will be pro-rated in the first year of eligibility as follows.

Employees completing one year of service in the month of:

May or June, will be credited with 6 days on July 1.
July or August, will be credited with 5 days on September 1.
September or October will be credited with 4 days on November 1.
November or December will be credited with 3 days on Jan. 1.
January or February will be credited with 2 days on March 1.
March or April will be credited with 1 day on May 1.

Employees must use paid days prior to requesting unpaid time. Any exceptions are subject to approval by the Director of Food Services.

Unused Personal Days will be paid out at the end of the School Year.

Section 3. The Employer shall grant three (3) days of paid leave for the death of the employee's spouse, parents of spouse, son, son-in-law, daughter, daughter-in-law, parent, brother or sister. Step Relatives of the same previous titles are also covered. If additional days are needed, days shall be deducted from the employee's personal days.
One day may be granted from the employee’s personal days, for the following family members: grandparents, brother-in-law, sister-in-law, grandparents of the spouse and the employee’s grandchild. Step relatives of the same previous titles are also covered.

ARTICLE 23 – MAINTENANCE OF STANDARDS:
Employees, who receive a wage rate higher than the current rate, shall maintain their higher rate.

ARTICLE 24 – RATES OF PAY:
Section 1. Effective on the dates stated below, the following hourly rates of pay will prevail:

<table>
<thead>
<tr>
<th></th>
<th>Effective 7/1/17</th>
<th>Effective 7/1/18</th>
<th>Effective 7/1/19</th>
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<tbody>
<tr>
<td>*Cook</td>
<td>$16.55</td>
<td>$17.00</td>
<td>$17.50</td>
</tr>
<tr>
<td>*Food Service Worker</td>
<td>$15.30</td>
<td>$15.75</td>
<td>$16.25</td>
</tr>
<tr>
<td>New Hires - 1st year of employment</td>
<td>$14.80</td>
<td>$15.25</td>
<td>$15.75</td>
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</tbody>
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*Rates become effective after employees complete one full year of service.

Section 2. All employees shall be paid by direct deposit.

Section 3. Lunch: Employees covered by this Agreement will be provided lunch.

Section 4. Higher Classification Pay: If an employee works in a higher classification, they will receive the higher rate of pay.

Section 5. Employees filling in for a “Lead Cook” or training a “Lead Cook” will be paid the “Cook’s” wage plus $1.25 per hour for hours worked as / or training a “Lead Cook”.

ARTICLE 25 – NO STRIKE/Lock-OUTS:
During the term of this Agreement, neither the Union nor any employees individually or collectively, shall authorize or take part in any unauthorized strike or other interruption or any impeding of production at any operation of the Company covered by this Agreement. Any employee who violates the provisions of this section may be discharged from the employ of the Company. 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. The Company agrees that there shall be no lockouts or interference in the terms and provisions of this Agreement.

**ARTICLE 26 - BENEFITS:**

**Section 1.** Effective January 1, 2018 on the first day of the month following sixty (60) days of employment, employees working thirty (30) hours or more hours per week on a regular basis (measured annually from October – September prior to the plan year for weeks when work was performed) may participate in the Company’s Medical, Dental and Vision Plans, according to the Plans. Employees enrolled in the Medical, Dental and Vision Plans shall pay their employee contributions as follows:

<table>
<thead>
<tr>
<th>Plan</th>
<th>Contribution Details</th>
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<tbody>
<tr>
<td><strong>Life Insurance</strong></td>
<td>$10,000 (100% Employer Paid)</td>
</tr>
<tr>
<td><strong>Spousal Life</strong></td>
<td>Various $ Options (100% Employee Paid)</td>
</tr>
<tr>
<td><strong>Dependent Life</strong></td>
<td>Various $ Options (100% Employee Paid)</td>
</tr>
<tr>
<td><strong>A/S Disability</strong></td>
<td>1-8-26 – 60% up to a maximum of $250 per week (100% Employer Paid)</td>
</tr>
<tr>
<td><strong>Long Term Disability</strong></td>
<td>Age Rated Options (100% Employee Paid)</td>
</tr>
<tr>
<td><strong>Accidental Death &amp; Dismemberment</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Medical Insurance</strong></td>
<td>Gold Plus Plan (2 Carriers) 60% Company/40% Employee Paid</td>
</tr>
<tr>
<td><strong>Silver Plus Plan</strong></td>
<td>Silver Plus Plan (2 Carriers) 80% Company/20% Employee Paid</td>
</tr>
<tr>
<td><strong>Bronze Plus Plan</strong></td>
<td>Bronze Plus Plan (2 Carriers) 80% Company/20% Employee Paid</td>
</tr>
<tr>
<td><strong>Dental Insurance</strong></td>
<td>Comprehensive Plan PPO w/Ortho 60% Company/40% Employee Paid</td>
</tr>
<tr>
<td><strong>Managed Care Plan</strong></td>
<td>Managed Care Plan 80% Company/20% Employee Paid</td>
</tr>
<tr>
<td><strong>Vision Insurance</strong></td>
<td>VSP Comprehensive Plan 100% Employee Paid</td>
</tr>
<tr>
<td><strong>VSP Exam Plus Plan</strong></td>
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All benefit eligible newly hired employees hired after on or after January 1, 2018 who enroll in insurance will have coverage effective the first of the month after sixty (60) days of employment.

Company surcharges for spousal medical and tobacco use will apply.

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

1) Marriage, divorce or legal separation, (there must be a court order granting the divorce or legal separation).
2) Death of spouse or other dependent.
3) Birth or legal adoption of a child.
4) Spouse’s termination or commencement of employment.
5) Employee or spouse switching from part-time to full-time status.
6) A significant change in the employee’s or spouse’s health care coverage due to the 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, the Employer will continue insurance coverage until the end of the month in which the leave commences provided that the employee has made all premium co-payments. If a leave extends longer than the initial month, insurance coverage is governed by COBRA.
2) If an employee is granted an unpaid leave of absence in accordance with the FMLA, coverage shall continue for up to twelve (12) weeks, provided all regularly required premium contributions are received.

ARTICLE 27– DURATION OF AGREEMENT:
This Agreement shall remain in full force and effect from July 1, 2017 to June 30, 2020 and shall automatically continue in full force and effect for yearly periods thereafter, unless notice is given in writing by either party, the Company or the local Union, to the other party, at least sixty (60) days prior to June 30, 2020 or any yearly anniversary date thereafter, indicating its desire to modify, amend or terminate this Agreement.
FOR CHARTWELLS SCHOOL DINING SERVICES, a Division of Compass Group USA, Inc.

Kathleen Royer
District Manager

Peggy Anderson
Food Service Director

Farrell C. Owens
Regional Labor Relations Manager

FOR INTERNATIONAL UNION of OPERATING ENGINEERS, LOCAL UNION NO. 70

Davey B. Morrison
Business Manager

Mark M. Gonzalez
President

Linda Powers
Recording Secretary

Julie McReeky
Business Representative

J. G. S. I.
Union Steward

Cindy Wood
Union Steward

Union Steward

Union Steward