

AGREEMENT  
BETWEEN  
TEAMSTERS UNION  
LOCAL 542



AND  
CANTEEN VENDING  
SERVICES  
2/01/2021 - 1/31/2024

---

# **TEAMSTERS LOCAL UNION No. 542**

**Main Office: 4666 Mission Gorge Place San Diego, CA 92120**

**Phone: (619) 582-0542**

**Fax: (619) 582-0059**

**Mailing Address: P.O. Box 600507, San Diego, CA 92160**

## **El Centro Branch Office:**

**2299 Merrill Center Drive El Centro, CA 92243**

**Phone: (760) 352-6571**

**Fax: (760) 352-6599**

**Web Address: [www.teamsters542.org](http://www.teamsters542.org)**

**E-Mail Address: [Local@teamsters542.org](mailto:Local@teamsters542.org)**

## **Executive Board**

**Secretary-Treasurer**

**Jaime Vasquez**

**President**

**Phillip Farias**

**Vice President**

**Cliff Cunningham**

**Recording Secretary**

**Dwayne Garrett**

**Trustee**

**Lynda Linville**

**Trustee**

**Don Mack**

**Trustee**

**Kurt Olson**

**Business Agent:**

**Mike West**

**Cell: 619-977-9107**

**Direct: 619-795-0322**

**Dues Questions:**

**Carmen Haro**

**619-582-0542**

**Health and Dental Benefits: PacFed (818) 243-0222**

## **AGREEMENT**

This Agreement is made and entered into by and between Canteen Vending Services, a division of Compass Group USA, Inc., Vista, California, (hereinafter called the "Company", or the "Employer"), and the Teamsters Local Union No. 542 (hereinafter called the "Union"), acting for their members in the employ of the Company.

### **WITNESSETH:**

That the Company and the Union acting by their duly authorized agents agree as follows:

### **Article 1 - Recognition**

The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all Full Time and Regular Part Time Vending Route Drivers, Warehouse employees, Retail Market employees and Maintenance employees employed by the Employer at its facility located at 511 Olive Ave., Vista, Ca. 92083; but excluding office clerical employees, guards, and supervisors as defined in the National Labor Relations Act.

### **Article 2 - Discrimination**

The Employer and the Union agree that there will be no discrimination in recruiting, hiring, promotions, pay rates, transfers or other conditions of employment on the basis of race, creed, color, religion, national origin, sex, age, disability, sexual preference, or Union Membership. The Employer's employment practices shall be in accordance with federal and state non-discrimination laws. The use of masculine pronouns or terms shall include the feminine.

### **Article 3 - Union Membership**

#### **(a) Requirements**

Only members in good standing in the Union shall be retained in Employment. For purposes of this section, membership in good standing means only the timely tender by the employee of uniform initiation fees and periodic dues as may be lawfully required and that compliance with these financial obligations shall constitute compliance with the Union Membership requirements of the Collective Bargaining Agreement.

The Employer agrees, as a condition of employment; that all employees eligible shall become members of the Union within thirty-one (31) days after the execution of this agreement or within thirty-one (31) days after hire, as the case may be.

**(b) Written Notice Requirement**

The Union agrees that notice shall be given in writing to the Employer and employee at least fifteen (15) days before any regular employee is to be removed from their employment by reason of their failure to remain a member in good standing within the Union, as defined in Article 3 (a), above.

**(c) Union Registration Forms**

The Employer shall mail a notice to the Union of all new employees entering into the bargaining unit within twenty (20) days of the date of employment. Said notice shall contain the Name, Social Security number, Classification, wage rates, and the initial date which the employee works. The Union shall provide forms to the Employer for this purpose.

**(d) Bargaining Unit Work**

It is agreed that Non-Bargaining Unit Members may only perform Bargaining Unit work in cases of extreme absenteeism, for the purpose of instruction/training and safety emergencies. Extreme absenteeism shall be defined as anytime in which there are not enough available, qualified bargaining unit employees to perform the work needed to ensure all customer/client obligations are met. In cases of extreme absenteeism, the Employer agrees that he/she will exhaust all available options, including summoning available Bargaining Unit Members by phone, or in person prior to utilizing other resources. A safety emergency is defined as a situation that could cause immediate danger to customers or employees or the general public or one where there are no qualified employees available who could correct it or any action not under the Company's control which could be considered as Act of God such as earthquakes, wild fires, etc.

**(e) Temporary Employees**

The Employer shall mail a notice to the Union of all temporary employees within fifteen (15) days of the date of employment. Said notice shall contain the Name, Social Security Number, Classification, wage rates, and the initial date which the employee worked. The Union shall provide forms to the employer for this purpose. Temporary employees will pay Union dues in accordance to the International Brotherhood of Teamsters Constitution and of the Teamsters Local 542 bylaws. These employees shall not be used in excess of Thirty (30) days.

**Article 4 - Check-Off**

The Employer agrees to deduct initiation fees and dues from the wages of employees in the Bargaining Unit who provide the Employer with a voluntary written authorization which shall be

furnished by the Union. The Employer agrees to deduct dues and fees from the first (1st) paycheck in a calendar month, and transmit the fees to the Local Union by no later than the twentieth fifth (25th) of the month after such deductions are made. Initialization fees and dues structure shall be in accordance with the Constitution of the International Brotherhood of Teamsters and the By-Laws of Teamsters Local Union No. 542.

### **Article 5 - No Reduction**

The Employer agrees that no Union member, who prior to the signing of this agreement was receiving more than the hourly pay rate designated in the agreement for the class of work they were engaged, shall suffer a reduction in the hourly wage rate through the operation of or because of the adoption of this agreement.

Any Employee receiving a higher rate of pay or conditions in excess of this agreement will suffer no loss in monetary increases or conditions through the signing of this agreement. The increases for such employees will be the same percentage increase as that received by the top scale of employees of the same classification.

### **ARTICLE 6 - Management Rights**

The management of the business of the Employer and the direction of its personnel, including but not limited to: the right to hire, promote, demote, schedule hours of work, reduce hours of work daily or weekly, assign duties, transfer or relieve employees from duty for lack of work or other legitimate reason, discharge and discipline for just cause; to establish reasonable rules and regulations is the exclusive responsibility of the Employer subject to the terms of this Agreement. The Employer shall be the exclusive judge of its business and the methods, processes, means and material to be used. Nothing contained in this Agreement shall be intended or construed as a waiver of any of the usual, inherent, or fundamental rights of the Employer, whether the same has been exercised heretofore or not; and these rights are hereby expressly reserved to the Employer.

### **Article 7 - Union Representation**

#### **(a) Stewards**

The Employer recognizes the right of the Local Union to designate stewards and alternates from the Employer's seniority list. The authority of stewards and alternates so designated by the Local Union shall be limited to and shall not exceed the following duties and activities:

- A) The investigation and presentation of grievances with their Employer or Designated Company representative in accordance with the provisions of the Collective Bargaining Agreement.

- B) The transmission of such messages and information, which shall originate with and are authorized by the Local Union or its officers, provided such message and information Has been reduced to writing; or, if not reduced to writing, are of a routine nature and do not involve work stoppage, slow-downs, refusal to handle goods or any other interference with the Employer's business.

Stewards and alternates have no authority to take strike action, or any other action interrupting the Employer's business, except as authorized by official action of the Local Union.

The Employer recognizes these limitations upon the authority of stewards and their alternates and shall not hold the Union liable for any unauthorized acts. The Employer, in so recognizing such limitations, shall have the authority to impose proper discipline, including discharge, in the event the shop steward has taken unauthorized strike action, slow-down or work stoppage in violation of this Agreement.

Stewards shall be permitted reasonable time to investigate, present and process grievances on the Employer's property without loss of time or pay during their working hours; and where mutually agreed to by the Local Union and Employer, off the property or other than during their regular schedule without loss of time or pay. The Union agrees that such investigation; presentation and processing of grievances shall be performed as expeditiously as practicable. Such time spent in handling grievances during the steward's regular working hours shall be considered working hours in computing daily and/or weekly overtime, if within the regular schedule of the steward.

**(b) Bulletin Boards**

The Employer agrees to provide two (2) locked Union bulletin boards. The boards shall be in a conspicuous location and be accessible by all Bargaining Unit members. Once installed, locks, keys, and maintenance of the bulletin boards shall be the responsibility of the Union. The boards shall be no smaller than 3 feet wide by 4 feet tall and near eye level.

Only official Union Representatives or Stewards shall be permitted to post bulletins or notices on the boards. Posting by the Union on such bulletin boards shall be on Union letterhead when possible, and be confined to official Union business.

**(c) Visits**

The Business Agent or qualified Representative of the Union shall be allowed to visit the Employer's establishments for the purpose of ascertaining whether or not this Agreement is being observed. The right shall be exercised reasonably. The Business Agent or qualified representative of the Union shall report to management at the office before proceeding to the work location. In the event he wishes to interview an employee, he shall be permitted to interview he/her privately in the office. He shall not interfere with the normal conduct of work.

## **Article 8 - Strikes, Lockouts, and Picketing**

### **(a) No Strike/ No Lockout**

It is agreed that during the term of this Agreement that the Union, its' Officers, or Members shall not sanction or participate in any slowdown, strike, or work stoppage. It is also agreed that during the term of this Agreement there shall be no lockout of employees by the employer. Any employee found guilty of participating in any strike, slowdown, or work stoppage will be subject to immediate discharge.

### **(b) Picket**

It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a lawful dispute or refuses to go through or work behind a primary picket line, including the picket line of the Union's party to the Agreement and including picket lines at the Employer's place or places of business, provided said picket line has been sanctioned by Joint Council of Teamsters No. 42

## **Article 9 - Leave of Absence**

### **(a) Military Leave**

Employees returning from active duty in the military shall suffer no reduction, and be reinstated with all benefits and rights under the current Federal law and this Agreement. The employee's seniority date shall not be adjusted for time which he/she was on military leave.

### **(b) Personal Leave of Absence**

The Employer may grant hourly employees an unpaid leave of absence for up to thirty (30) calendar days. Employees must have a minimum of one (1) year of service to be eligible, and will be awarded at the discretion of the Employer. Additional personal leave of absence up to a maximum of sixty (60) calendar days may be granted if mutually agreed to by the Employer, employee, and the Union.

### **(c) Return from Leave**

An employee returning from a medical leave of absence may be required to furnish the Employer with a written release from their physician stating that they are able to perform the functions of the position to which they are returning.

Employees who return from a leave of absence of up to one (1) year may return to similar hours, duties and rate of pay.

## **Article 10 - Work Schedule and Overtime**

### **(a) Schedule**

Section 1. The normal work week shall consist of forty (40) hours in five (5) days. The text in this Article shall not establish a guaranteed number of days to be worked in a week; or in a day, although the Employer will provide as many full-time shifts as practicable, consistent with its business needs.

Section 2. The normal workday for non-route employees may be eight (8) hours as determined by the Employer to meet operational needs. The normal workday for route employees may be eight (8) - twelve (12) hours as determined by the Employer to meet operational needs. Start times for employees may vary and may be staggered to provide for flexible and efficient operations and will be determined solely by Employer.

Section 3. Employees will be notified of any changes in the work schedules as soon as practicable and permanent changes shall be posted by noon on Friday for the following week.

Section 4. All employees covered by this Agreement will be permitted to take one ten (10) minute paid break for each four (4) hours worked. Employees who work five (5) or more hours in a day shall receive a one-half (1/2) hour unpaid meal break. Employees who work more than ten (10) hours in a day shall receive an additional one-half (1/2) hour unpaid meal break. It is the Employer's responsibility to make break and meal periods available. It is the Employee's responsibility to take such break and meal periods.

Section 5. Employees shall not be required to receive less than ten (10) hours of off duty time between shifts.

### **(b) Overtime**

All work performed in excess of forty (40) hours in and one (1) workweek or eight (8) hours in a day shall be compensated at one and one-half (1 ½) times the straight time rate of pay. All work performed over twelve (12) hours in any day shall be compensated at two times (2X) the straight time rate of pay.

In the event that an employee is needed for overtime work on a 6th workday, the employee will be guaranteed a minimum of two (2) hours of work, or pay in lieu thereof, at a rate of one and one-half (1 ½) times the straight time rate of pay.



All work performed on the seventh (7th) consecutive day of an employees work week shall be compensated at the rate of two times (2X) the straight time rate of pay. The employee will be guaranteed two (2) hours of work, or pay in lieu thereof.

Overtime work will be offered to employees in the Classification where the work is needed, provided the employee is available on that particular day.

There shall be no duplication or "pyramiding" of overtime payments for the same hours worked.

**(c) On-Call**

Employees will receive \$30.00 per day each day that they are on call. If an employee is dispatched while on call, they shall be paid in accordance with subsection "B" above.

**Article 11- Jury Duty**

Employees which are summoned to Jury Duty will be paid their normal daily wage for time served on Jury Duty, minus monies received by the court. The amount of compensated Jury Duty pay in a rolling twelve (12) month period shall not exceed twenty (20) days.

No Employee shall be retaliated against for fulfilling his or her obligations of Jury Duty or witness service.

The Employee may be required to show proof of the jury duty summons. The Employee may be required to show proof of payment by the court to the Company for monies received by the court.

**Article 12- Bereavement Leave**

All Employees shall receive three (3) paid days off for bereavement for immediate family members.

In the event that funeral services are being held over five-hundred (500) miles away from the Employees' residence, the Company agrees to compensate for five (5) days of bereavement for immediate family members.

Immediate family members shall include: Spouse or Domestic Partner, children, step-children, parents, step-parents, siblings, step-siblings, employees grandparents, grandchildren, and the parents of the employees' spouse or domestic partner.

The Company agrees to compensate one (1) day for bereavement for family members other than those listed above. These family members shall include: nieces, nephews, cousins, aunts, uncles, son-in-law, daughter-in-law, brother-in-law, and sister-in-law.

The Company shall be considerate of allowing additional unpaid time off to an employee in order to attend services.

The Employee may be required to show proof of the need for the bereavement leave.

### **Article 13- Sick Leave**

#### **Section 1- Pay Integration**

Employees who have been employed for at least ninety (90) days shall receive five (5) paid sick days per calendar year for absences due to illnesses and/or injuries. Compensation shall be based on normal working hours at regular straight time-pay, and shall not be considered as hours worked when calculating overtime. Compensation for commissioned employees shall be based on the Average Daily Earnings for the last twelve (12) weeks. Employees may only use up to forty (40) hours of sick time each calendar year. If on an approved leave, the Employee may use all available time in their bank. New employees shall continue to be prorated.

Paid Sick Leave remaining at the end of the calendar year shall be carried over up to a maximum of eighty (80) hours. The Company shall post each calendar year, a list of accrued sick leave that has been carried over per Employee. Paid Sick Leave shall not be considered as time worked for the purposes of calculating overtime for the week in which the Sick Leave was taken. Employees who resign or are otherwise separated from the Company shall forfeit any remaining unused Sick Leave.

#### **Section 2 Disability Integration**

- a) When an employee is injured on the job and sent home by the Employer or the Doctor, the employee shall be paid for the balance of that day; but this will not be deducted from the employees' sick pay balance.
- b) Sick leave may be integrated with State Disability and Workers Compensation benefits at

the employee's request. Such compensation shall not exceed one-hundred percent (100%) of the regular straight time pay for any day.

## Article 14- Vacation

### **Section 1- Eligibility**

Employees may not use vacation benefits in the employees' anniversary year in which it was accrued. Each full-time employee shall receive the following compensable hours for vacation at the employee's anniversary:

- a) After one (1) year of employment: five (5) days of pay.
- b) After two (2) years of employment: ten (10) days of pay.
- c) After eight (8) years of employment: fifteen (15) days of pay.
- d) After fifteen (15) years of employment: twenty (20) days of pay.
- e) After twenty (20) years of employment: twenty-five (25) days of pay.

### **Section 2- Proration**

Earned vacation (or a pro-rated amount) shall be paid at the time of discharge or resignation for any employee as per State law.

### **Section 3- No Accumulation**

Vacation time may not accumulate and must be taken during the twelve (12) months following the anniversary in which the vacation was earned. Employees may elect to carry over a maximum of five (5) days of vacation into the following twelve (12) month period. Exceptions will be made in situations where the employee was not granted time off, through no fault of the Employee. In order to qualify, an employee must have been denied vacation at least three (3) times within the year, with no alternative mutually agreed upon dates between Management and the Employee.

### **Section 4- Scheduling**

- a) The bidding period shall commence on December 1st of each year and be posted by January 1st of each year. Vacations may be bid in one (1) week intervals, or at one time. Vacation bids will be awarded by seniority within each classification.
- b) Vacation which is not bid during the bidding period may be requested throughout the year by the employees. These requests must be made on a form provided by the Employer and must be made no less than one (1) week prior, but not more than six (6) weeks prior to the requested time off. Bids made outside of the annual bidding period will be awarded on a first (1st) come- first (1st) served basis within their classification, with a minimum of one (1) person per Classification.

The Employer shall make its best efforts to accommodate vacation requests such as not to interfere with business operations. All vacation requests must be submitted in writing on a standard form provided by the company. Management will approve or deny the request in writing on the original form.

### **Article 15- Holidays**

The following named holidays shall be granted as days off with pay for all non-probationary Bargaining Unit Members:

- 1-New Year's Day
- 2-New Year's Observance (normally the day before or day after New Year's as determined by the Employer)
- 3-Memorial Day
- 4-Independence Day
- 5-LaborDay
- 6-Thanksgiving Day
- 7- Day after Thanksgiving Day
- 8-Winter Holiday Observance (December 25th)
- 9-Winter Holiday Observance (normally the day before or day after December 25th as determined by the Employer)

Employees scheduled off on a holiday must work their scheduled day before and their scheduled day after the holiday in order to be paid for the holiday, unless they are on jury duty or bereavement leave.

Employees schedule to work on the holiday must work their scheduled day before the holiday, unless they are on jury duty, bereavement leave, or is out ill, as certified by a doctor's note, unless the absence demonstrates a pattern.

It is the intent of this agreement that employees will not be scheduled to work on the above mentioned holidays unless needed for business operations. Employees which are scheduled to work on a Holiday shall be granted four (4) hours of work, or the equivalent pay, as well as eight (8) hours of pay for the Holiday.

The Employer agrees to offer non-route work to the most senior Employees in a Classification, and if no volunteers come forward, the Employer shall schedule in inverse seniority within the Classification.

Holiday pay shall be not considered as time worked when computing overtime.

### **Article 16- Health and Welfare**

**Effective May 1, 2018**, the Employer and the Union agree that the Employer shall, for the term of this collective bargaining agreement (“Agreement”), be a participating employer in the Western Alliance Trust (“Trust Fund”). This Agreement provides for the payment of contributions to Western Alliance Trust for the purpose of providing group health coverage for all eligible full time employees, and eligible part time employees, and for their eligible dependents covered under the terms of this Agreement.

**Employee Coverage Effective Date:** The effective date of coverage for the eligible employee is the 1<sup>st</sup> day of month following 60-days of employment.

Any employee who is laid off, and who is subsequently rehired within one-year of the date of lay-off, shall be eligible for benefits to resume on the 1<sup>st</sup> of the month following the date of rehire. Employer will commence contributions beginning with the first month of coverage.

Any employee who is transferred into the bargaining unit, from an employer location which is not covered by this Agreement, will be eligible for benefits using the date of hire with the employer at the prior employer location(s). In the event the employee is eligible for benefits as of the first day of work at the location covered by this Agreement, coverage will begin the first of the month following the transfer date. Employer will commence contributions beginning with the first month of coverage.

**Employer Contributions:** The Employer agrees to pay to the Trust Fund the contributions provided in this Article for the purpose of providing **Medical, Dental, Vision, Employee Assistance Program (EAP), Life and Accidental Death & Dismemberment** hereinafter referred to as “Health & Welfare Benefits” for all employees covered by this Agreement and their eligible dependents.

The Company will make the following monthly Health and Welfare payments on behalf of employees over the next three (3) years, employees are responsible for the remainder, if any. The Company will pay any increase of 1% maximum each year; any increase over and above 1% will

be borne by the employee.

Single \$578.00  
Two party \$1,182.40  
Family \$1,594.40

*(This amount will not change if the parties agree to move to another Plan during the life of this agreement)*

The Employer shall report, on a form approved by the Trust Fund, the names of each Employee performing work under this Agreement. The Employer hereby agrees to pay to the Trust Fund the full amount of the contribution required for all Employees and their eligible dependents, unless a Waiver of Benefits which meets all Trust Fund requirements is in effect.

Contributions to the Trust Fund for Health & Welfare benefits are due and payable on or before the 1<sup>st</sup> day of the month of coverage and shall be deemed delinquent if not received on or before the 10<sup>th</sup> day of the month for which coverage is provided.

**Funding of Health & Welfare Benefits:** The parties hereto recognize that because of circumstances beyond their control, premiums for such plans as are provided herein may change from time to time; and inasmuch as it is the intention of the parties that the benefits provided the employees and their dependents shall be maintained through the terms of this Agreement, it is agreed that the amount of monthly payments shall for the term of this Agreement be an amount determined by the Board of Trustees to be necessary to maintain the Western Alliance Trust Fund

**Acceptance of Trust:** The Employer hereby agrees to accept, assume and be bound by all of the terms, conditions and obligations imposed by and under the Declaration of Trust Providing for the Western Alliance Trust (“Trust Agreement”) as it currently exists, or as it may thereafter be amended or restated, and by this acceptance agrees to become a party to the Trust Agreement. The Employer further agrees that the Employer Trustees named in the Trust, their successors and/or alternate Trustees (“Trustees”), if any, selected in accordance with the provisions of the Trust Agreement, are and shall be the Employer’s representative, and the Employer hereby consents to be bound by the acts of said Trustees in accordance with the provisions of the Trust Agreement.

**Termination Of Coverage:** Anything in the foregoing Sections of this Article or in any other Section of this Agreement, to the contrary notwithstanding, the Employer at any time during the life of this Agreement, may cease contributions to the Trust Fund cited in this Article, provided the Employer and Union are in agreement and written notice is given sixty (60) days prior to the termination date.

## **Article 17- Equipment and Uniforms**

### **(a) Equipment**

The Employer shall provide equipment (i.e. hammer drill, saw blades, drill bits etc...) which is in safe working order. If specialty tools are needed to complete the job, the Employer will provide such tools subject to management discretion. When an employee reports an issue with the equipment or tools to Management on an Employer provided form, the Employer agrees to address the issue in a timely manner.

In an occasion when faulty or unsafe equipment or tools may cause injury or death to employees, customers, or the general public, the employee will not be required to operate the equipment until a qualified mechanic has resolved the issue. The Employer will have the option of issuing a replacement vehicle or, wait for a qualified mechanic to fix the issue.

The Employer shall be responsible for any equipment citations issued arising out of matters under the Employer's control, so long as the employee completes the daily driver report and gives notice to the employer of the stated issue. Employees shall be responsible for all moving violations and parking violations, including the cost of towing and impounding due to illegal parking unless the employee acquired previous written permission from management. All employees shall be responsible for any loss from their vehicle if the vehicle is left unlocked; this includes the contents of the collection safe. Employees will not be held responsible for damage to the Employers vehicles, except in cases of gross negligence or intentional bad conduct.

No route driver shall be required or allowed to wash or service any vehicle.

All employees who drive company vehicles will be required to keep all windows and mirrors clean and to keep the interior clean and free of trash and debris. In addition, all employees who drive company vehicles will be required to complete both pre-trip and post trip inspection of each vehicle they operate each day. All employees who operate company vehicles shall be required to ensure all fluids are kept full.

### **Cell Phones**

The Employer shall equip mobile employees with a company cell phone. Should an

employee elect to use their own personal cell phone instead of the Company issued phone, the Employer will reimburse the Employee ten dollars (\$10) per month.

**(b) Uniforms**

The Company may require the Employees to wear uniforms. The Company will furnish the Employees with the needed uniforms at no cost to the Employee. The Employee shall be responsible for the care and cleaning of uniforms. Uniforms which are damaged during normal use or soiled beyond repair will be replaced as needed, at no cost to the employee. The Employee shall be responsible for all lost uniforms. Uniforms shall be brought in by the Employee for inventory control purposes at the Employer's request. Such request shall be made in writing giving one (1) week notice. The Employer may deduct the cost of any uniforms not returned within twenty-four (24) hours.

**Article 18 - Seniority**

**Section 1-** Company seniority is accumulated time worked since initial date of hire or rehire within six (6) months, including time off for vacations, leaves of absence for illness and accidents in accordance with the provisions and limitations provided for within.

Classification seniority shall be the length of time an employee has worked in any particular classification. For purposes of this Article there shall be the following classifications:

- a) Maintenance
- b) Relief Drivers
- c) Vending Route Service
- d) Install Crew
- e) Warehouse/Receiver
- f) Warehouse/Order builder
- g) Avenue C Driver
- h) Field Technician
- i) Smart Service Vending Driver

Job vacancies within the bargaining unit, except lead personnel, caused by the termination of an employee or the establishment of a new job, shall be posted for bid on the bulletin board for a period of five (5) working days, and shall be awarded to the senior most qualified employee who bids based on company seniority. All bids must be in writing and submitted to the Union. Progressive discipline within 6 months of bidding on a vacancy will be considered in the employee's qualification for the vacancy. Qualifications are subject to review through the grievance procedure, between the Union Representative and Labor Relations.



Any job made vacant by an employee securing another job through bidding will not be filled by bidding. The same shall be filled by any method deemed appropriate by management.

The employer has the right to fill vacancies without regards to seniority during the period of the job opening until the assignment of a permanent employee in accordance with the bid is made.

Employees who secure a job through bidding shall not be allowed to bid again for a period of twelve (12) months.

All posted bids will include a brief description of necessary job duties, current locations, and estimated stops per day. All bid information is subject to change.

In cases of layoff, the least senior employee within the classification, based on classification seniority, shall be laid off first, and they will then be permitted to use their Company seniority to bump the least senior employee in an equal or lower-rate classification, if immediately qualified to perform the work. Employees will be recalled in reverse order of layoff to the classification they were laid off from.

Notwithstanding the foregoing, Relief Driver positions shall not be a bid position, but shall be offered from the existing seniority list by the Employer.

**Section 2-** An employee's seniority is nullified:

- a. If they are laid off and not re-employed within six (6) months from the date of layoff.
- b. If they leave the Company of their own volition.
- c. By failure to respond to recall from layoff by notifying the Employer within one (1) week from the date of receipt of notice by telegram or registered letter with a copy to the Union that employee will return to work, and by actually returning to work on the date specified by Employer.
- d. An employee who is unable to work by virtue of illness or accident as certified by a qualified physician shall continue to hold seniority, unless such individual is subsequently determined to be incapable of returning to their former position. The employee must present medical evidence of the ability to return to work following such illness or disability.

**Section 3-** In cases of absence due to illness or accident, continuity of service shall be broken after twelve (12) months absence.

**Section 4-** The probationary period will consist of a period of ninety (90) calendar days during

which an employee will have no recourse to the grievance procedure except to exercise recall rights as referred to above in Section 2 (a).

**Section 5-** The Employer shall post and maintain a current seniority list at all times in a suitable location at the Employer's terminal or place of business. This list shall be revised quarterly and will, upon request, be forwarded to the Union.

### **Article 19 - Company Vehicles**

It is agreed and acknowledged by the parties to this Agreement that the Employer retains the right to assign Company vehicles to employees for their personal transportation to and from work when, in the sole judgment of the Employer, such assignment for such purpose serves the business needs of the Employer.

It is agreed and acknowledged by the parties to this Agreement that based on the sole judgment of the Employer, when business conditions or business needs change, then the Employer may discontinue the use, by any employee, of a Company vehicle for personal transportation to and from work.

Regardless of the length of time that any employee has the use of a Company vehicle for personal transportation to and from work under the foregoing conditions, no employee shall ever establish a right to continued use of a Company vehicle for said purposes based on any past practice.

### **Article 20 - Discharge**

- (a) The Company agrees not to discharge or discriminate against any employee for upholding the Union's principles or for serving on a committee of the Union or any organization affiliated therewith, provided such activities do not interfere with the performance of their work during regular working hours.
- (b) The Company shall have the right to discharge any employee for intoxication, theft, dishonesty, or flagrant disregard of Company rules or other just cause.
- (c) If a dismissed employee feels that the discharged was without just cause, the employees must file a protest per guidelines under Article 22 - Grievance and Arbitration Procedure.

### **Article 21 - Discipline**

- (a) Employees may be discharged and/or suspended for any reason not prohibited by law, but in

case of discharge, the Employer shall give the reason in writing to the employee and Shop Steward at the time of discharge and/or suspension.

- (b) For disciplinary infractions which do not warrant discharge, the Employer agrees to follow the following minimum procedure for same or similar offense:

First (1st) Offense:	Verbal Documented Warning
Second (2nd) Offense:	Written Warning
Third (3rd) Offense:	Final Written Warning
Fourth (4th) Offense:	Suspension Pending Termination

Suspensions pending termination shall not be for more than five (5) days, unless mutually agreed to by both the Union Representative and Labor Relations.

The employer shall provide a copy of the warning notice at the time of issuance with a copy of the warning forwarded to the Union.

The employee shall be required to sign such notice, but such signing shall not constitute agreement with the contents of the warning notice.

- (c) After a period of a twelve (12) month rolling period warnings shall not be valid for disciplinary action. All discipline steps shall be reduced accordingly.
- (d) The Shop Steward, or an Alternate Steward, shall be present at all steps of the disciplinary procedure and shall, along with the employee and Union, receive copies of any warnings at the time of issuance.
- (e) Warning notices will be considered valid if they are issued as soon as reasonably possible after the employer had knowledge of the issue(s), but shall not be more than seven (7) scheduled working days from the point of knowledge.
- (f) If additional time to investigate or give a warning is needed, a request for additional time will not be unreasonably withheld. Management will notify the Business Representative as soon as the need arises.
- (g) Excessive Absenteeism and Tardiness  
Excessive absenteeism and tardiness is absence from work for more than six (6) occurrences in any twelve (12) rolling month period, and shall be subject to progressive disciplinary and/or discharge as outlined in Section b, c, and d. of this Article. An occurrence shall be defined as one or more consecutive days of absence. Tardiness equals a half occurrence.

Tardiness shall be defined as more than five (5) minutes past scheduled start time.

## **Article 22 - Grievance and Arbitration**

- (a) Any question on interpretation of application of this Agreement shall be resolved by this grievance and arbitration procedure. Grievances may be filed either by an individual bargaining unit employee or by the Union. The following procedure shall be observed:

The grievance shall be submitted verbally to the immediate Supervisor. Such submission must be made within ten (10) calendar days of the event(s) giving rise to the grievance or the grievance shall be deemed waived.

If an adjustment satisfactory to the aggrieved party is not reached within seven (7) calendar days from the date of submission to the immediate Supervisor, the aggrieved party or his/her Representative shall submit the written grievance to the Labor Relations Office or designee of the Company.

- (b) Once Labor Relations receive the written grievance from the aggrieved party or his/her Representative, both parties shall meet as soon as practicable to resolve the grievance. Labor Relations Office shall render a response within seven (7) calendar days of the grievance meeting or the grievance shall be found in favor of the grievant.
- (c) If the Grievance is not resolved after the procedure in (b) above has been completed, the parties, by mutual agreement, may refer the matter to non-binding mediation. Such referrals shall occur within thirty (30) days after the Union receives the written response from Labor Relations. The Grievance Mediation shall consist of at least one (1) Employer representative and at least one (1) Union representative plus a neutral mediator who shall act as Chairman and mediate the dispute in an attempt to have the parties reach a settlement. Mediation of grievances shall be governed by the following rules:
1. The grievant shall have the right to be present at the Grievance Mediation;
  2. Each party shall have 1 principal spokesperson;
  3. Outside attorneys shall not participate in Grievance Mediation;
  4. Any documents presented to the mediator shall be returned to the respective parties at the conclusion of the hearing;
  5. Proceedings shall be informal in nature and are non-binding on the parties;
  6. Rules of Evidence shall not apply and no formal record of the Grievance Mediation shall be made;

7. The mediator shall have the authority to meet separately with any person or persons but will not have the authority to compel a resolution of the grievance;
8. The Grievance Mediation procedure shall have no power to alter or amend the terms of this Agreement;
9. The cost of the mediator, if any, shall be split equally between the Employer and the Union.

In the event that a grievance which has been mediated, subsequently goes to arbitration, no person serving as a mediator between the parties may serve as an arbitrator. Nothing said or done by the mediator may be referred to at arbitration. Nothing said or done by either party for the first time in the mediation hearing may be used against them at arbitration.

- (d) In the event arbitration is demanded, the Company and the Union may mutually agree to an Arbitrator. If an Arbitrator cannot be mutually agreed upon, then the parties shall jointly request a list of five (5) Arbitrators from the Federal Mediation and Conciliation Service. Upon receipt to the list, the parties shall meet promptly for the purpose of selecting the Arbitrator. The strike off method shall be used to select the Arbitrator. The winner of a coin toss will have the option on striking off first or second in selecting the Arbitrator. The Arbitrator thus selected shall be notified of his/her appointment by joint communication of the parties. Arbitration shall subsequently be held in accordance with the procedures set forth herein and by such further rules and procedures as the Arbitrator shall direct.

Each party shall bear its own cost; however, the parties shall equally share the fees and expenses of the Arbitrator.

The Arbitrator's decision shall be final and binding on the parties to the extent that it draws essence from the Collective Bargaining Agreement. The Arbitrator shall not add to, subtract from, or modify the terms of this Agreement.

The time limit provisions of this Article may be waived or extended by mutual agreement.

Limitation of Power of the Arbitrator - The powers of the Arbitrator are limited as follows:

The Arbitrator shall have not power to add to, subtract from, or modify the terms of any Agreement.

The Arbitrator shall have no power to establish wage scales or, except as the Arbitrator is herein specifically empowered, to change any wage.

The Arbitrator shall have no power to substitute his/her discretion for the Company's discretion in cases where the Company is given discretion by this Agreement or by any supplementary Agreement.

### **Article 23 - Compass 401K Pension Plan**

The Compass 401K Pension Plan shall continue subject to the terms of the plan and as may change from time to time. The Union will be notified prior to the implementation of any changes.

### **Article 24 - Seperability Clause**

- (a) The provisions of this Agreement are deemed to be separable to the extent that if and when a Court or Government Agency of competent jurisdiction adjudges any provision of this Agreement to be in conflict with any law, rule or regulation issued there under, such decision shall not affect the validity of the remaining provisions of this Agreement, but such remaining provisions shall continue in full force and effect.
- (b) It is further provided that in the event any provision or provisions are so declared to be in conflict with such law, rule or regulation, both parties shall meet within thirty (30) days for the purpose of renegotiating the provision or provisions so invalidated.

### **Article 25 - D.R.I.V.E. Democratic-Republican-Independent-Voter-Education**

The Employer agrees to deduct from the paychecks of all employees covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Employer of the amount designated by each contributing employee that is to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "for weeks worked" excludes any week other than a week an employee earned a wage. The Employer shall transmit to D.R.I.V.E. National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf which the deduction is made, the employees' social security number, and the amount deducted from the employees' paycheck.

It is agreed by the parties that employees' voluntarily contributing to D.R.I.V.E. shall maintain such deduction for a minimum period of fifty-two (52) weeks and thereafter may notify the

Company and Union in writing of the date of cancellation of said deduction after said fifty-two (52) weeks.

**Article 26-Term of Agreement**

The term of the Agreement shall be in effect on February 1, 2021, through January 31, 2024, and shall continue in full force and effect from year to year thereafter unless written notice of desire to modify, cancel, or terminate the agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

Canteen Vending  
A Division of Compass Group USA, Inc.

Teamsters Local Union 542

 7/9/21

 7/14/21

\_\_\_\_\_

\_\_\_\_\_

**Schedule "A"- Wages**

<b>Position</b>	<b>Base Rate Effective 2/1/21</b>	<b>Base Rate Effective 2/1/22</b>	<b>Base Rate Effective 2/1/23</b>
<b>Maintenance</b>	<b>\$14.68</b>	<del><b>\$15.20</b></del> <b>*\$16.20</b>	<del><b>\$15.50</b></del> <b>*\$16.50</b>
<b>Relief Driver</b>	<b>\$19.40</b>	<b>\$19.79</b>	<b>\$20.19</b>
<b>Install Crew</b>	<b>\$17.67</b>	<b>\$18.02</b>	<b>\$18.38</b>
<b>Warehouse/Order Builder</b>	<b>\$14.28</b>	<del><b>\$15.10</b></del> <b>*\$16.10</b>	<del><b>\$15.40</b></del> <b>*\$16.40</b>
<b>Warehouse/Receiver</b>	<b>\$14.68</b>	<del><b>\$15.20</b></del> <b>\$16.20</b>	<del><b>\$15.50</b></del> <b>\$16.50</b>
<b>Field Technician</b>	<b>\$17.08</b>	<b>\$17.42</b>	<b>\$17.77</b>
<b>Vending Route Service Drivers Minimum hourly Guarantee</b>	<b>\$14.00</b>	<b>N/A</b>	<b>N/A</b>
<b>Avenue C Minimum Hourly Guarantee</b>	<b>\$16.32</b>	<del><b>\$16.65</b></del> <b>**\$17.00</b>	<del><b>\$16.98</b></del> <b>**\$17.50</b>
<b>Smart Service Vending Driver Minimum Hourly Guarantee</b>	<b>\$15.00</b>	<del><b>\$16.45</b></del> <b>**\$17.00</b>	<del><b>\$16.80</b></del> <b>**\$17.50</b>

*\* Adjusted rates for Warehouse Receiver, Warehouse/ Order Builder, and Maintenance are effective 2/1/2022*

*\*\* Adjusted Rates for Ave C Drivers and Smart Service Vending Drivers Minimum hourly effective 4/15/2022*



**\*\*Lead Personnel appointed by the company shall earn \$1.50/hr. above their Classification Rate.**

Annual Rate Increases: Employer agrees to pay all non-commissioned Employees who are at scale at the above base rate. All employees higher than the base rate will receive:

February 1, 2021: 1.75%

February 1, 2022: 1.75%

February 1, 2023: 1.75%

Out of Classification: Any employee temporarily assigned to work outside of their Classification shall be paid accordingly, but shall never be less than their normal base rate.

**Vending/Smart Service and Micro Market Route Driver Compensation Plan**

All Vending Route Service, Smart Service and Ave C Drivers will be compensated per the Hourly Rate Draw Compensation Plan:

Hourly Rate of pay: As per Schedule "A" Wages. Hourly rate of pay for all hours worked, plus applicable overtime.

All Vending Route Service, Smart Service and Ave C Drivers shall be paid the base hourly rate plus a bonus equivalent to the Gross Personal Revenue (formerly known as commission) that is in excess of the base hourly wages paid to each employee. Gross Personal Revenue (GPR) is calculated as the individual's GPR percentage of the sales generated by the Vending Route Service, Smart Service and Ave C Drivers during the applicable pay period. Employees will only receive a payout if the value of the bonus exceeds the base hourly wage for that pay period. Sales excludes any "Sin-Tax" imposed on any items sold. The Company agrees to issue a complete itemized breakdown of commissions' calculations, each pay period.

**Smart Service Vending Drivers** which service outside of a 50 mile radius shall earn a .25% premium on their flat GPR Rate.

Vending Route Driver GPR: Flat GPR Rate 7.5%

Smart Service Driver GPR: Flat GPR Rate 5.2%

Retail Market Driver Compensation: Flat GRP Rate: 8.5% for employees assigned to An Ave C route as of 2/1/2018. 7.5% for any new employees assigned to Ave C route after 2/1/2018.

6.5 % for any employees assigned to an Avenue C route who is hired after 02/01/2021.

Employees currently assigned to an Avenue C route will retain their rate if assigned to a different Avenue C route.

**Smart Service Guarantee**

Vending routes shall not be considered “Smart Service” until 90% of the route is established with the appropriate equipment and servicing schedules.

Drivers shall be guaranteed a maximum of **52 consecutive** weeks of pay utilizing the average of the most recent previous 13 weeks worked prior to moving to Smart Service, broken down to a daily rate, or the new Smart Service GPR rate above whichever is the greater.

Any Vending Route Drivers assigned to a route after 2/01/2021 shall be paid per Smart Service GPR.



April 13, 2021

Letter of Understanding
Between
TEAMSTERS Local 542 (the "Union")
And
Canteen/Compass Group USA, Inc. (the "Employer")
RE: Health and Welfare Surplus
Health and Welfare Balance Sheet Fund

This Letter of Understanding is in addition to the Collective Agreement reached between the parties.

During recent negotiations the parties discussed the transition to a new health and welfare plan. As a result of such change, along with the potential premium benefits to the employees, the parties recognized that there is the potential of a surplus from the Company's contributions.

In the event that the company's fixed dollar contribution to H&W exceeds the total amount of a given premium for an employee, the company will hold the difference in a balance sheet account, to be used exclusively to offset future premium increases that exceed the 1% maximum detailed above. This fund will then be dispersed by the company to the Trust Fund for Health & Welfare annually, and will be equally distributed among all employees premiums that exceed the fixed dollar amount paid by the company, on a percentage basis. The union nor any employee(s) will have any right or claim to any monies in the fund, except as detailed above. This would be a non-grievable issue and rather would be resolved between the parties if questions arise on distribution.

The parties further agree;

- 1. At any time the Union Business Agent requests an update or review of the balance sheet account, the union would have access.
2. Prior to year end the parties will meet to agree upon the best strategy for distribution/reduction of overall premiums.

Should the program be discontinued, all in-progress referrals will be paid out.

COMPASS Sector [Signature] SHARON LUSTON

[Signature] Union

Date APRIL 19, 21

APRIL 19, 2021



## KNOW YOUR RIGHTS

### ***“Weingarten Rights”***

The U.S. Supreme Court has ruled that a Union Steward is entitled to be present at an investigatory meeting between an employee and management if the employee reasonably believes that a disciplinary action might result. The Court in the Weingarten case determined that this right arises only in situations where the employee requests representation and does not apply to such conversations as when the supervisor gives instructions or needed corrections of work techniques.

In subsequent decisions, the Courts and the National Labor Relations Board have ruled that an employee is entitled to consult with a Union Steward before the investigatory interview; that a Union cannot invoke the employee’s Weingarten rights, and; that only you as the employee can assert this right. An employee does not have a right to Union representation, if the decision to issue discipline has already been made and the purpose of the meeting is to issue and explain that discipline.

There must be a reasonable probability of discipline resulting from the interview. If the purpose of the interview is merely to hand you a warning already drafted and not to conduct an interview which might lead to that warning, you would be subject to discipline for insubordination.

THEY ARE YOUR RIGHTS BUT  
YOU  
MUST ASK FOR THEM!

# NOTICE TO ALL MEMBERS

IF YOU BECOME UNEMPLOYED IN THE JURISDICTION OF THE LOCAL UNION, YOU WILL BE ISSUED A WITHDRAWAL CARD UPON REQUEST, PROVIDING ALL DUES AND OTHER FINANCIAL OBLIGATIONS ARE PAID TO THE LOCAL UNION, INCLUDING THE DUES FOR THE MONTH IN WHICH THE WITHDRAWAL CARD IS EFFECTIVE.

IT IS THE MEMBERS RESPONSIBILITY TO SUBMIT, IN WRITING, THAT HE/SHE IS LEAVING THEIR EMPLOYMENT; IT IS **NOT** THE RESPONSIBILITY OF THE LOCAL UNION OR YOUR EMPLOYER.

IF YOU ARE ON A DUES CHECK-OFF WITH YOUR EMPLOYER AND LEAVE FOR ANY REASON AND YOUR DUES ARE NOT DEDUCTED, IT IS ALSO YOUR OBLIGATION AND RESPONSIBILITY TO KEEP YOUR DUES CURRENT OR REQUEST A WITHDRAWAL CARD FROM YOUR LOCAL UNION OFFICE.

EFFECTIVE IMMEDIATELY, PER ARTICLE XVII, SECTION 5-6 OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS CONSTITUTION, YOU MUST TAKE A WITHDRAWAL CARD BEFORE NINETY (90) DAYS OR GO SUSPENDED ON THE NINETY-FIRST (91<sup>ST</sup>) DAY.

