

TENATIVE AGREEMENT

April 10, 2019

WHEREAS, CULINART GROUP INC. a Division of Compass Group, the Americas Division, Inc. operating at College of New Rochelle (hereinafter "the **Employer**" or "**Company**") and Teamster, Local 445 the ("**Union**") are parties to a collective bargaining agreement that became effective on the 1st day of January, 2014; and

WHEREAS, CULINART GROUP, INC., had been notified by the College of New Rochelle that it will cease operations effective on or about May 10, 2019; and the parties met to bargain over the effects of the decision on April 10, 2019;

NOW, therefore, the parties agreed to the following as a settlement:

1. Article 4 – Work Schedules

Section 5: Work Schedules: Work will be posted on Friday of each week, one (1) week in advance of the work scheduled. Culinart's work week is Friday through Thursday and payday is on Thursday. TA

2. Article 6 - Lunch and Relief Periods

Employees shall punch in and out for meals and breaks. TA

3. Article 9- Jury Duty and Funeral Leave

Section 2: In the case of death in an employee's immediate family, the supervisor shall approve time off with pay for three (3) days or five (5) days when traveling five hundred (500) miles or more, upon providing proof to management, if the employee is ordinarily scheduled to work. The immediate family is defined as mother, mother in law, father, father in law, grandmother, grand father, brother, sister, spouse or child. TA

4. Article 10 – Seniority

SECTION 5: Posting and Bidding Procedure:

As vacancies occur within a classification designated in this agreement and the Company deems it necessary to fill such vacancy, a seventy-two (72) hour notice that the vacancy exists will be posted on the bulletin board. Employees within the group in which the vacancy exists shall have the first (1st) option to bid on such position. Employees will submit their names to the supervisor signing the posted notice with a duplicate copy to the Steward. Selection of employee applicants by the Company will be based on Company seniority in the bargaining unit and proficiency and ability to fill the vacancy. When all bids within a craft group have been exhausted, all craft groups shall be entitled to bid under the same conditions listed above, subject to proficiency and ability to fill the vacancy. Any employee successfully bidding on a vacant position shall be trained for no less than two (2) weeks.

5. Article 14 – Pension and Welfare Benefits

1. Weekly Pension rates as per the 338 Fund Rehabilitation Plan.
2. Welfare Rates – No change. \$290 per week per eligible employee.

6. Article 15 – Miscellaneous

Section 1: The employer shall supply uniforms and shall replace as needed. Each school year employees shall receive four (4) shirts four (4) pants (anything over \$100 dollars for four (4) pants shall be approved by management). In addition, Caterer's shall receive two (2) catering shirts one (1) tie and one (1) vest. TA

7. Article 19 – Savings Clause, Duration of Agreement, Successors and Assigns

Section 2: This agreement shall become effective January 1, 2017 and shall remain in effect until and including December 31, 2019 (although executed subsequently here to and thereafter from year to year unless one party gives notice in writing by certify U.S. Mail to the other party sixty (60) days prior to the expiration date of this agreement of its desire to terminate or modify provisions of this agreement. TA

8. Job Classification:

Add Wok Station to Food Service Attendant (current rate \$19.16) TA

9. Effects Bargaining

APENDIX "A" Wages Schedule

Upon ratification employees hired prior to January 1, 2018 will receive a one-time \$600 lump sum bonus. Employees hired after January 1, 2018 will receive a one-time \$300 lump sum bonus.

Job Classification – No change

All unused Sick, Personal, Vacation time shall be paid out as per the terms and condition of the CBA.

The uniform laundering allowance shall be paid out as per the terms and conditions of the CBA and prorated from January 1, 2019 – May 10, 2019.

Don Norcia

Signed for the Company

4/30/2019

Date

Lori Polesel

Signed for the Union

April 29, 2019

Date