

AGREEMENT

BETWEEN

**CHARTWELLS SCHOOL DINING,
A DIVISION OF COMPASS GROUP.**

**FOR THE ASSOCIATES WITHIN THE
MONROE TOWNSHIP SCHOOL DISTRICT
Williamstown, New Jersey**

and

**MONROE TOWNSHIP FEDERATION OF TEACHERS,
LOCAL #3391**

Agreement Effective: September 1, 2017 through August 31, 2022

Op. #6290

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AGREEMENT

This Agreement entered into this 1st day of September, 2017 by and between Chartwells, a Division of Compass Group USA, Inc., hereinafter referred to as the "Company" and Monroe Township Federation of Teachers, Local #3391, hereinafter referred to as "Union" for and on behalf of the employees now employed or hereafter employed by the described.

WITNESSETH

In consideration of the mutual covenants herein contained, the parties intending to be legally bound hereby agree as follows:

ARTICLE 1 - SCOPE AND PURPOSE OF AGREEMENT

Section 1. It is the intent and purpose of the parties hereto that this Agreement shall serve to establish and maintain harmonious labor relations between the Company and the Union and to set the rates of pay, wages, hours of work and the other terms and conditions of employment covered by this Agreement.

ARTICLE 2 - RECOGNITION

Section 1. The Company recognizes the Union as the sole and exclusive collective bargaining agency with respect to the wages, hours of work and working conditions for all hourly paid cafeteria employees employed by the Company in the Monroe Township School District, Excluding managers, supervisors, chefs, sous chefs, all other employees, temporary employees, casual/substitute employees, clerical employees, guards watchmen as defined under the National Labor Relations Act, as amended.

In the event that casual/substitute employee is placed in a permanent bargaining unit position, the casual/substitute employee will be required to complete sixty (60) days probationary period upon being awarded such permanent position. The parties further agree that the time spent working as a casual/substitute employee, will be counted towards their sixty (60) days probationary period requirement upon being placed in a permanent bargaining unit position.

ARTICLE 3 - NON-DISCRIMINATION

Section 1. The parties to this Agreement agree not to discriminate against any employee or applicant for employment with the Company, member of the Union or applicant for membership in the Union, because of race, creed, color, gender, age, national origin, marital status, handicap or affectional or sexual orientation, but will take affirmative action to ensure that employees and applicants for employment, applicants for membership and members of the Union are ensured equality of opportunity before and during employment

(ARTICLE 3 - NON-DISCRIMINATION continued)

without regard to their race, creed, color, gender, age, national origin, marital status, handicap or affectional or sexual orientation. Such action shall include, but not be limited to employment, upgrading or promotion; demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; job assignment and all other conditions of employment.

ARTICLE 4 - UNION SHOP AND CHECK-OFF

Section 1. It shall be a condition of employment that all employees of the Company covered by this Agreement who are members of the Union in good standing on the effective or execution date of this Agreement, whichever is the later, shall remain members in good standing; and those who are not members on the effective or execution date of this Agreement, whichever is the later, shall upon completion of probation following the effective or execution date of this Agreement, whichever is the later, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective or execution date, whichever is the later, shall on the completion of their probationary period following the beginning of such employment become and remain members in good standing in the Union.

Section 2. The Company agrees to deduct from the wages of each employee, in amounts as authorized in writing by the employees, the membership dues of the Federation. Said equal installments shall be made out of each payroll period and remitted monthly to the Treasurer of the Federation.

Section 3. Each remittance shall be accompanied by a list, setting forth the names of those from whom the amounts for dues were deducted.

Section 4. At the time of employment, the Company shall require new employees to complete, sign and date a Union membership card and Union dues deduction authorization card authorizing dues deduction at the end of the probationary period (or earlier if the employee so desires). The Company shall forward the completed membership cards to the Union.

Section 5. The Union agrees to indemnify and save the Company harmless from and against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, action taken or not taken by the Company in compliance with the provisions of this Article, in reliance upon dues deduction authorization which has been furnished to it by the Federation.

ARTICLE 5 - GRIEVANCE DEFINITION

Section 1. **Definition** - A grievance is a complaint involving the work situation that there has been a violation of the provisions of this Agreement or involving the interpretation of the provisions of this Agreement or Company policy.

Section 2. Grievances shall be handled as follows:

Step 1. Any employee with a grievance may attempt to resolve this issue by discussion with his/her General Manager. If the grievant desires, he/she may be accompanied by Union representatives.

Step 2. If the grievance is not resolved within five (5) working days of the incident, the aggrieved shall reduce the grievance to writing within ten (10) days from the date he/she discussed the grievance with his/her General Manager. Grievance forms shall contain at least:

(a) the nature of the grievance and date of occurrence; (b) the section of the contract claimed to be violated; (c) the results of previous discussions and (d) the relief sought by the grievant. Management shall give its written answer within seven (7) working days of the meeting.

Step 3. If the matter is not resolved timely at the manager's level, it may be presented in writing within ten (10) working days to the District Manager or his/her designee. The District Manager or his/her designee shall give his/her written answer within ten (10) working days.

Step 4. If the grievance is not resolved in Step 3, the matter to be processed further shall be submitted within ten (10) calendar days of management's Step 3 response to the Federal Mediation and Conciliation Service in accordance with their rules for selection of an arbitrator.

Section 3. Failure of Company to timely respond within the specified time limit in Step 1 or Step 2 of the procedure shall allow the grievant to proceed to the next higher level or limits. Failure of the grievant to timely file at each step shall mean that no further appeal is allowable.

Section 4. Meetings will be conducted outside work hours and at a place that will afford an opportunity for all persons proper to be present. "Persons proper to be present" for each formal step of this procedure shall include the aggrieved, the authorized Federation representative, authorized Company representative, and bona fide witnesses. If the Company would agree to hold a meeting on Company time, the aggrieved would suffer no loss of pay.

(ARTICLE 5 - GRIEVANCE DEFINITION continued)

Section 5. An arbitrator may hear only one case unless otherwise agreed to in writing by the parties.

Section 6. The arbitrator shall not have the authority to alter, amend or change the terms and provisions of this Agreement in any way.

Section 7. The decision of the arbitrator within the purview of this authority shall be final and binding upon all parties.

Section 8. The reasonable fees and expenses incurred by an arbitrator proceeding shall be borne equally by the Company and the Union.

Section 9. The time limits set forth herein may be extended only by mutual agreement of the parties in writing.

Section 10. Failure to file a grievance in a particular instance does not preclude the filing of a subsequent grievance in a similar instance.

ARTICLE 6 - EMPLOYEE RIGHTS

Section 1. No employee shall be reprimanded, disciplined or reduced in rank or any such compensation without just cause. Any such action by Company or any representative thereof shall be subject to the grievance procedure.

Section 2 Whenever any employee is required to appear before the Company or any representative concerning any matter which would adversely affect the continuance of that employee, then he/she shall be given prior notice of the reason for such meeting or interview and shall have the right to have a shop steward or a member of the bargaining unit with him/her

Section 3. Any employee shall have the right to review his/her personnel file and to add a written response to anything in the file and it shall become part of the file.

Section 4. This contract shall not be altered by any individual contract.

ARTICLE 7 - PAID LEAVES

Section 1. The Company shall provide for each employee eleven (11) sick/personal days at the beginning of each school year. Effective September 1, 1997 newly hired permanent employees in the first year of employment, upon completion of their probationary period, will be entitled to a portion of the regular sick/personal day provision, prorated equal to one (1) sick/personal day per month for the remainder of that school year.

Section 2. Employees hired after August 1, 2012 and at the completion of their probationary period, shall be entitled to five (5) sick/personal days.

Section 3. All employees shall receive by September 15th of each year a written record of their accumulated sick/personal days.

Section 4. In order for an employee to use a personal day the employee must request such day one (1) week in advance and such day will be subject to the approval of management. It will be on a first come, first serve basis and no more than two (2) employees at any one time can take this leave. Said time may be used in conjunction with holidays.

Section 5. The Company has the right to require certification by a Company approved physician when the Company determines that the use of sick leave is being abused by an employee. The Company must pay for the examination, provided that the employee is injured or ill and the employee is unable to return to work. The employee may see his/her doctor of choice at the employee's expense.

Section 6. In the event an employee reports to work and the cafeteria is closed due to an emergency, and the employee was not notified of the closing as per Article 11 Section 8, the employee shall be guaranteed a minimum of three (3) hours work or the pay equivalent thereto.

Section 7. It is understood by the Company and the Union that the maximum of seven (7) accumulated sick days per year may be used only if the current year's sick leave is exhausted. Such days may be used to cover the seven (7) day waiting period for New Jersey disability insurance.

Section 8. Any unused sick/personal days accrued for the current school year will be paid to the employee at the end of the school year at the full rate of the employees regular wages times their regularly scheduled daily work hours.

Section 9. Employees taking sick leave must notify the lead no less than one (1) hour in advance of the start of their scheduled shift, except in the case of emergency, in which case the employee will call as early as possible. Leads must notify their replacement according to the same procedure. Leads or acting leads must report all absences to the General Manager daily.

(ARTICLE 7 - PAID LEAVES continued)

Section 10. Eligible employees may participate in up to two (2) unpaid Union professional development days provided that sixty (60) days' notice are given and it is subject to the approval of management based on business needs. The parties have agreed that no more than two (2) employees within the same classification and within the same school will be allowed to take such days.

Effective September 30, 2017, the following grandfathered employees who have historically carried over paid sick/personal days will be paid such days at the rate of pay they are earning as of September 30, 2017. Any employee who currently has three (3) days or more on 9/30/17, will be paid out half (1/2) of their sick/personal days and all remaining banked days will continue to be carried over as per current practice. Grandfathered employees are as follows:

Candy Harris
Fay Clemmons
Lydia Kril
MaryAnn Agar
Phylliss Bates

ARTICLE 8 - STATUTORY FAMILY AND MEDICAL LEAVE

Section 1. The Company will implement the provisions of the State and Federal Family Leave Acts. Approval shall be granted for requested leave in accordance with applicable laws and interpretive regulations, which shall be posted in the Food Service office and copies of which shall be given to the Union. Leaves taken under the Federal Family and Medical Leave Act (FMLA) and the New Jersey Family Leave Act shall be subject to all provisions of those laws.

Section 2. Associates requesting leave must comply with the minimum notice requirements and procedures specified under the applicable law. An employee shall ordinarily provide thirty (30) days written notice of intent to take such leave when the leave is "foreseeable." In the event of an emergency, notice shall be provided as soon as possible. The Company shall respond within ten (10) working days, or as soon as possible in an emergency situation. The application shall be in writing and shall include the reason for the leave and shall give specific dates of commencement and termination.

Section 3. Employees shall be entitled to use the earned personal days and/or floating holidays at the onset of their Family and Medical Leave, at their discretion. Such paid time will be considered to be part of the overall leave of absence and shall not serve to extend the leave of absence.

Section 4. Upon return from a leave as provided in this Article, an employee shall return to his/her previous position or an equivalent position with same pay and benefits as

(ARTICLE 8 - STATUTORY FAMILY AND MEDICAL LEAVE continued)

required by law.

Section 5. It is specifically recognized that the Federal and the New Jersey Leave laws are not identical in their coverage and, nothing in this Agreement referring to rights, privileges and benefits granted under one law shall be interpreted as granting any right, privilege or benefit under the other law.

ARTICLE 9 – SENIORITY

Section 1. Seniority as used herein shall mean the total length of an employee's continuous and uninterrupted service in the bargaining unit.

Section 2. Newly hired employees are to be employed for a trial or probationary period of sixty (60) working days. Such employees shall not be entitled to seniority standing until they have completed this probationary period, at which time their seniority shall be effective as of the date of hire. The probationary period shall be extended one additional workday for each day of absence, including holidays, during the probationary period. Probationary employees may be dismissed at the sole discretion of the Company without recourse. Probationary Period of new employees excludes the summer, winter and spring breaks.

Section 3. During the probationary period, employees are not eligible for paid sick leave, paid holidays, paid jury duty leave, paid bereavement leave, participation in the Company's health insurance, retirement or savings plans, or contracted increases.

Section 4. Seniority shall be computed on a Company-wide basis within the bargaining unit.

Section 5. An employee's seniority shall be terminated for any of the following reasons:

- a) Voluntary resignation;
- b) Discharge for just cause;
- c) Employee has been laid off for more than one (1) school year;
- d) Employee has been awarded compensation for permanent and total disability on account of an occupational injury or disease;
- e) The employee fails to report to work for three (3) consecutive scheduled workdays or three (3) single incidents without notifying the Company within such period except in cases of circumstances beyond the employee's control.
- f) Employee has been absent because of illness or injury for a period of one (1) year.
- g) Promotion from outside of the Bargaining Unit for a period in excess of thirty (30) days.

ARTICLE 10 - MANAGEMENT RIGHTS

Section 1. Except as limited by a specific provision of this Agreement, the Company shall continue to have the right to take appropriate action in managing the operation. All inherent and common law management functions and prerogatives which the Company has not expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively in the Company.

Section 2. The Company shall continue to have the right among others, to hire new employees; to direct the working force; to assign work; to change or reduce scheduled hours but not less than twenty (20) hours; to introduce new equipment, machinery or processes; to decide on the sales methods and sales prices of all products; to transfer, promote, demote, layoff, terminate, discharge, discipline, or otherwise relieve employees from duty so long as said action does not violate the provisions of this Agreement; and to require employees to observe Company rules and regulations not inconsistent with the provisions of this Agreement. Payday is Friday.

Section 3. The Company's failure to exercise any function hereby reserved to it shall not be deemed a waiver of any such right. Any of the rights, powers and authority that the Company has prior to entering into this collective bargaining agreement are retained by the Company, except as expressly and specifically abridged, terminated, granted or modified by this Agreement.

ARTICLE 11 - MISCELLANEOUS UNION RIGHTS

Section 1. - Transfers Any employee desiring a transfer to another work location may make a written application, which shall be considered by the Company.

Section 2. There will be no Union business conducted on Company's time.

Section 3. Each employee is, at all times, responsible for having a correct address and telephone number on file at the Company's office. All notices to employees shall be deemed to have been properly given if mailed to the last address on file, or telephoned to the last telephone number on file.

Section 4. The Company will establish a system to notify employees when school is cancelled because of inclement weather as soon as the Company is notified.

Section 5. The Company will allow the Union bulletin board space in each cafeteria for posting information concerning Union meetings and other non-controversial Union business.

Section 6. The Company will provide the Union with an updated seniority list the fifteenth (15th) of each month.

(ARTICLE 11 - MISCELLANEOUS UNION RIGHTS continued)

Section 7. The Company will provide the Shop Steward with a copy of all disciplinary actions and a copy will be faxed to the union.

Section 8. The Employer will insure that the working environment and all conditions of work are maintained in a safe manner and that all safety devices and equipment required by the various health codes and other applicable statutes are supplied to maintain a safe environment.

Section 9. Employees will adhere to all school district policy and procedures, including but not limited to smoking on school property.

ARTICLE 12 – WORK WEEK AND OVERTIME

Section 1. - Overtime Any employee required to work more than forty (40) hours per week shall be paid for such additional hours at the pay rate of time and one-half (1½).

Section 2. Nothing in this Agreement shall be construed as a guarantee of any number of hours of work per day or per week unless otherwise specified herein. The Company will post a work schedule each week. The Company will notify the Union and the affected employee(s) ten (10) working days in advance of any permanent changes of scheduled hours. The Company will meet and discuss these changes, upon request by the Union. Such a meeting will not interfere with or delay any schedule changes. Changes in scheduling which the Union disagrees with will be subject to the grievance procedure described in Article 5.

ARTICLE 13 – LEAVE OF ABSENCE

Section 1. Upon written request to the Company, an employee may be granted a leave of absence without pay for personal emergency reasons for a limited period of time not to exceed sixty (60) calendar days. Any employee who is on such leave of absence and who engages in gainful employment without the written consent of the Company shall be terminated.

Section 2. Military leave without pay shall be granted to any employee who is inducted in accordance with applicable state or Federal statutes in any branch of the Armed Forces of the United States.

ARTICLE 14 – JURY DUTY

Section 1. - Jury Duty An employee required to serve on jury duty shall be paid the difference between their jury duty fee and their regular wages. The employee shall notify the Company of the jury duty as far in advance as is possible. The employees shall be reinstated in the same position he/she held prior to serving on jury duty with no penalties. The Company's obligation herein is limited to one (1) month per contract year.

ARTICLE 15 – POSTING OF VACANCY

Section 1. The Company shall continue its practice of posting openings created due to vacancies or new positions. Notice shall remain posted for five (5) days. The most senior qualified applicant in the bargaining unit will be awarded the position. If no applicant is qualified, then the most senior applicant in the bargaining unit shall be awarded the position. Employees have ten (10) days to learn the new position. If an employee is unable to learn the new position within ten (10) days, he/she may return to his/her former position and the Company may fill the resulting vacancy at its discretion.

ARTICLE 16 - HOLIDAYS

Section 1. Eligible employees shall be paid for the following holidays:

Thanksgiving Day	Day after Thanksgiving
Christmas	Good Friday
Martin Luther King Day	Three (3) personal holidays
Memorial Day	

Section 2. Employees hired after August 1, 2012 are not entitled to the three (3) personal holidays as listed in Section 1 of this Article.

Section 3. To be eligible for holiday pay, an employee must: (a) have completed his/her probationary period and (b) worked the scheduled day before and the scheduled day after the holiday.

Section 4. Employees must request their personal holiday at least forty-eight (48) hours in advance, except in an emergency. If more people request the same day than can be given off, seniority shall determine who gets the personal day.

Section 5. Unused personal holiday shall be converted to sick days at the end of each school year and the Company will buy back these days for the current school year at the rate of one hundred (100%) percent of the employee's current daily wage.

ARTICLE 17 - HEALTH INSURANCE

Section 1. Eligible employees, who work thirty (30) hours and have completed the required number of days of service, may participate in the Company Standard Plan, according to the plan and as the plan may change, modified or deleted

Section 2. Eligible employees are entitled to \$5,000 Life and \$5,000 AD&D insurance at no cost to the employee if eligible.

Section 3. All employees will be covered under the provisions and regulations of the Federal and New Jersey Unemployment Compensation Insurance, New Jersey Temporary Disability Insurance Program and Workers' Compensation.

Section 4. Benefits will terminate immediately upon termination or layoff, except summer layoff, subject to COBRA. Benefit continuation for periods of disability, including work-related disability, is according to FMLA.

ARTICLE 18 – UNIFORMS

Section 1. All employees, as a condition of employment, will be required to wear a uniform of a style and type as determined by the Company. The Company will provide employees with four (4) uniforms upon hire and any time the Company changes the style of the uniform and two (2) additional uniforms each September. Employees are responsible for laundering and maintaining such uniforms. The Company will replace damaged uniforms free of charge, unless the damage is due to negligence by the employee.

Section 2. Employees shall conform to the Company's dress code. Employees shall be permitted to wear slacks as part of their uniform.

Section 3. The Company will provide utility aprons for use during production.

Section 4. The Company will pay up to forty (\$40) dollars for designated shoes from the Company Safety Program. Employees may have some input on selection. Employees are not obligated to purchase from the Program. Employees who purchase slip resistant shoes from some other source shall be reimbursed up to forty dollars (\$40) per year upon the presentation of the receipt and proof of slip resistant quality. Receipts and proof of slip resistant quality must be submitted by January 1 of each year. Employees will be provided with the shoe catalog by September 30 of each year to determine whether they will choose from the catalog or purchase their own shoes.

ARTICLE 19 - RETIREMENT AND SAVINGS PLAN

Section 1. Eligible employees shall be permitted to participate in the Employer's 401K plan according to the plan and as the plan may change.

ARTICLE 20 - DEATH IN THE FAMILY

Section 1. In the event of death of any of the following members of an employee's immediate family - parent, spouse, children, brother, sister, grandchildren, grandparents, parents of employee's spouse and Domestic Partner as defined by the Company's Benefit's Department - such employee shall be granted up to four (4) days off with pay. One additional day shall be granted for death of employee's spouse or child. In the event the employee needs to travel more than five hundred (500) miles from the unit work location due to the death of an immediate family member, the employee shall be entitled to one (1) additional paid day. Proof of travel shall be required.

Section 2. In the event of death of an employee's brother-in-law or sister-in-law, such employee shall be granted two (2) days with pay.

Section 3. It is understood by the parties that leave taken under this Article shall be taken within a seven (7) day period from the time of death.

Section 4. The parties agree that additional time off without pay may be taken for death in the immediate family, provided the Company is given notice of intent to extend leaves granted under Section 1 of this Article.

Section 5. Actual time lost means time that the employee was scheduled to work. Employees are eligible upon completion of probation.

Section 6. In the event of death of an employee's aunt, uncle, niece or nephew, such employees shall be granted one (1) day off with pay.

Section 7. Employees may provide proof of death, proof of attendance of funeral service and proof of relationship of deceased in order to be paid.

ARTICLE 21- LUNCH

Section 1. Employees who work four (4) hours per day or more are entitled to a twenty (20) minute paid lunch. All employees are entitled to a ten (10) minute coffee break before lunches are served. All meals must be consumed on premises in designated areas during the twenty (20) minute paid lunch period. All breaks must be scheduled by the lead.

ARTICLE 22 - WAGES AND UNEMPLOYMENT

Section 1. New hire rates:

(ARTICLE 22 - WAGES AND UNEMPLOYMENT continued)

Classification	10-01-17	10-01-18	10-01-19	10-01-20	10-01-21
Lead	\$10.80	\$11.20	\$11.65	\$12.10	\$12.55
Cook	\$9.80	\$10.20	\$10.65	\$11.10	\$11.55
Assistant Cook/Prep Cook	\$9.55	\$9.95	\$10.40	\$10.85	\$11.30
Food Svc. Workers	\$9.36	\$9.76	\$10.21	\$10.66	\$11.11
Drivers	\$11.30	\$11.70	\$12.15	\$12.60	\$13.05

In the event that an employee is currently earning less than the new hire classification rate, the employee shall receive the classification rate or the general wage increase whichever is higher.

Section 2. Associates promoted to a higher classification will receive the difference in classification rates as the promotional increase.

General Wage Increase:

Effective Date	Increase
10/1/2017	\$0.40
10/1/2018	\$0.40
10/1/2019	\$0.45
10/1/2020	\$0.45
10/1/2021	\$0.45

The parties agreed that those employees classified as leads on October 1, 2017, will receive a one time fifty (\$0.50) cents per hour increase in addition to the general wage increase for the first year of the CBA.

Substitute employees hired after September 1, 2007, shall not be hired at a rate higher than the New Hire Start Rates provided for herein.

Section 3. The pay differential, to be in effect when an employee must (a) assume the position of another employee for an hour or more or (b) work a split-position job, will be as follows:

Cook	45¢ per hour
Lead	45¢ per hour
Prep Cook	30¢ per hour
Driver	45¢ per hour

Section 4. There will be a thirty (30¢) cents an hour premium for time worked in the dishroom or cashiering on a temporary or regular basis. Cashiering is defined as time begun on the register through the end of the day.

(ARTICLE 22 - WAGES AND UNEMPLOYMENT continued)

Section 5. The special function rate of fourteen (\$14) dollars per hour effective 10/10/17.

Section 6. - Background Check The Company, as a cost of operation, shall be responsible for any normal and reasonable costs involved in the Criminal History Background Check that is now required as a condition of employment. Newly hired employees will be responsible for the costs initially and will be reimbursed after completion of the probationary period.

Section 7. - Longevity Increase Effective September 1, 2012 employees shall be entitled to a one-time longevity payment at the completion of their following anniversary year:

10 years	\$200.00
15 years	\$200.00
20 years	\$250.00
30+ years	\$300.00

ARTICLE 23 - NO REPRISAL, NO STRIKE, NO LOCK-OUT

Section 1. There will be no reprisal taken against any employee or members of the Federation who have participated in any job actions to bring about this settlement.

Section 2. During the term of this Agreement, there shall be no strikes, work stoppages or slow-downs by the Union or any employee covered by this Agreement; nor shall there be any lock-outs by the Company of its employees covered by this Agreement. A breach of this section will be covered by the Grievance/Arbitration procedure set forth in this contract.

ARTICLE 24 - MEET AND CONFER

Section 1. In the interest of promoting effective communication and a positive working atmosphere, the parties agree to hold periodic meetings to discuss any current issues from either the Company or the Union as requested by either party. Such meeting will be held at least once prior to December 1st and once prior to May 1st of each school year.

Section 2. The Company's local General Manager will meet with the leads at least once per month for the purpose of sharing pertinent information including, but not limited to, financial performance and to discuss and resolve matters of mutual concern.

ARTICLE 25 - TERMS OF AGREEMENT

Section 1. This Agreement, when executed, shall be deemed to define the wages, hours, rate of pay and condition of employment of the employees covered hereby for the term hereof and, except by mutual consent, no new or additional issues not included herein or covered hereby shall be subject to negotiations between the Company and the Union during the term of this Agreement. Nothing herein shall be construed, however, as preventing the parties from mutually agreeing to reopen a section of this Agreement.

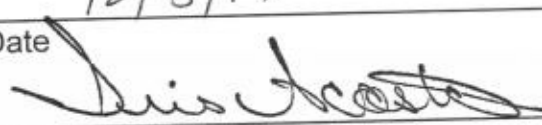
Section 2. It is agreed and understood that this Agreement contains the entire understanding and contract between the Company and the Union and any prior or subsequent undertaking inconsistent with this Agreement shall be null and void.

Section 3. Should any provision or provisions of this Agreement be rendered or declared invalid by reason of any existing or subsequent enacted legislation or by reason of any decree of a court of a competent jurisdiction, such invalidation of such part of this Agreement shall not invalidate the remaining portion hereof and the said remaining portions shall remain in full force and effect.

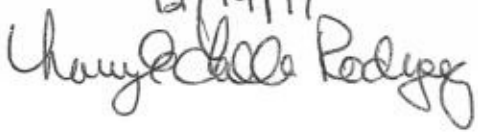
Section 4. This Agreement shall become effective September 1, 2017 and remain in effect to and including August 31, 2022.

CHARTWELLS, A DIVISION OF
COMPASS GROUP USA, INC.

MONROE TOWNSHIP FEDERATION
OF TEACHERS, LOCAL #3391

12/8/17
Date

Iris Acosta
Sr. Regional LR Manager

12/19/17
Date
 EVP 33
Victor A. Heggen

12/19/17

Cheryl Rodriguez