



# **COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**INDUSTRIAL TECHNICAL AND  
PROFESSIONAL EMPLOYEES UNION, OPEIU  
Local 4873, AFL-CIO**

**AND**

**COMPASS GROUP, NAD AND ITS DIVISIONS  
d/b/a  
LACKMANN CULINARY SERVICES**

**COVERING**

**FOOD SERVICE EMPLOYEES AT**

**KENNEDY SPACE CENTER**

*Titusville, Florida*

**EFFECTIVE:**

**MARCH 27, 2010 – June 30, 2013**

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## PREAMBLE

THIS AGREEMENT is entered into by and between Compass Group, NAD and its Divisions d/b/a/ Lackmann Culinary Services, hereinafter referred to as the "Company", and the Industrial, Technical & Professional Employees Union, OPEIU Local 4873, AFL-CIO, hereinafter referred to as the "Union", as representative of its non supervisory food service employees located at Kennedy Space Center, Titusville, Florida, hereinafter referred to as the "**Base**", in the mutual interest of the employees and the Company to promote and further the efficiency and economy of operations, to provide orderly collective bargaining relations, a method for the prompt and equitable disposition of grievances, and a method for the establishment of fair wages, hours and working conditions for the employees covered hereunder. In making this Agreement, it is recognized to be the duty of the parties to cooperate fully with each other, both individually and collectively, for the advancement of the purposes of this Agreement.

## **ARTICLE I - UNION RECOGNITION**

### **Section A.**

The Company hereby recognizes the Union as the sole bargaining agent for all its food service employees at Kennedy Space Center, Titusville Florida, hereinafter referred to as the "base".

### **Section B.**

Whenever the words "employee" or "employees" are used in this Agreement, they designate only such employees as are covered by this Agreement. Whenever in this Agreement employees or jobs are referred to in the male gender, it will be recognized as referring to both male and female employees.

### **Section C.**

It is understood by this Section that the parties hereto shall not use any leasing or subcontracting device to evade the terms of this Agreement. The Company shall give a copy of this Agreement to the Contracting Officer at the Base.

### **Section D.**

This agreement excludes all Supervisors, Unit/Dept. Chefs, Unit Sous Chefs, Office Staff, Launch Concessions Staff and Special Catering Banquet Staff.

## **ARTICLE II - UNION SECURITY AND MEMBERSHIP**

### **Section A.**

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 date of this Agreement, shall on or after the thirtieth (30th) day following the effective date of this Agreement or the execution date, whichever comes later, become and remain members in good standing of the Union. It shall be a condition of employment that all employees of the Company covered by this Agreement and hired on or after the thirtieth (30th) day following the beginning of such employment become and remain in good standing of the Union.

## **SECTION B.**

The provisions of Article II, Section A, shall be deemed to be of no force and effect in any state whose law governs this contract to the extent of which the making or enforcement of such provisions is contrary to statutes, constitutional amendment or the law of such state; provided, however, that whenever, any such court of last resort having jurisdiction of such questions finds the state law to be invalid or inapplicable, the provision of Section A above shall immediately thereupon be deemed to cover this bargaining unit or employees directly affected by such declaration of invalidity.

## **SECTION C.**

If the provisions of Article II, Section A shall be deemed to be of no force and effect, the following shall govern: Employees who are members of the Union on the date of execution of this Agreement, and employees who join the Union subsequent to the execution hereof, shall maintain their membership in the Union for no less than one (1) year.

## **SECTION D.**

The Company will deduct from the wages of any employee covered by this agreement said employee's dues as a member of the Union upon receiving the employee's voluntary and individual written authorization for the Company to make such deductions, signed by the employees. Such authorization form shall be provided by the Union. The Company will pay over to the proper officer of the Union the wages withheld for such initiation fees and dues. The remittance shall be accompanied by a list showing individual names, social security numbers, dates hired and amounts deducted. The total remittances are to be made not later than **twenty-five (25) days** after the last day of the month for which deductions were made. The Union shall advise the Company of the amount of the initiation fees and dues and the manner in which same shall be deducted. The amount so withheld, less any amounts due to any improper withholding, shall be reported to the Union monthly.

## **SECTION E.**

Payment for membership dues shall not be required as a condition of employment during leaves of absence without pay in excess of thirty (30) days or during period of permanent transfer to a classification not covered by this Agreement.

## **SECTION F.**

In the event of termination of employment, there shall be no obligation upon the Company to collect dues until all other deductions have been made.

## **SECTION G.**

The Company will make available to the Union a list of newly hired and terminated employees covered by this agreement. Such lists will be made available upon request and will show the Name, Social Security number, address, job classification and hire or termination date of such employees who were hired or terminated during the month for which the list is prepared.

## **SECTION H.**

The Company shall notify the Union of all job openings within the Bargaining unit covered by this Agreement. The Union may refer applicants for such openings. In interviewing and hiring for such job openings, the Company will not discriminate against any applicant referred by the Union. Nothing in this contract, however, shall be construed to create an exclusive hiring hall arrangement, and the Company shall at all times be free to advertise and list said job openings from any source available to the Company, including, but not limited to, employees employed by the Company at other locations of the Company or its franchisees not covered by this Agreement.

## **SECTION I.**

The Company shall be the judge of the qualifications of its employees. Any employee who disputes the Company's determination of qualifications may submit a grievance on that issue.

## **SECTION J.**

The Union agrees to indemnify and save the Company harmless against any claim, suits, judgments or liabilities of any sort whatsoever arising out of the Company's compliance with the provisions of this Union security and Membership Article.

## **ARTICLE III – EQUAL OPPORTUNITY**

### **SECTION A.**

In accordance with the established policy of the Company and the Union, the provisions of this Agreement will apply equally to all employees hereunder, regardless of sex, color, age, race, creed or national origin. The Company and the Union also recognize the desirability of implementing the national policy of providing equal opportunity to all persons and agree to work actively toward the implementation of that policy.

### **SECTION B.**

There will be no discrimination against any employee on account of membership in, or activity in behalf of the Union.

## **ARTICLE IV – ACCESS TO UNIT**

### **SECTION A.**

Only authorized representatives of the Union shall be permitted to investigate the standing of all employees and investigate conditions at the Facility covered by this Agreement to see that the Agreement is being enforced, provided that no interview shall be held at such times as will interrupt the duties of any employee. The representative of the Union shall contact the highest-ranking Company representative, then present at the facility and inform him of the circumstances. The employer and the Union representative shall conduct themselves in such manner as to carry out the intent and spirit of this section.

## **ARTICLE V – PROBATIONARY PERIOD**

### **SECTION A.**

Every new employee and any employee rehired after a break in seniority under Article VI or this Agreement shall be on probation for the first ninety (90) days of employment or re-employment.

The Company shall contribute to the ITPE Health and Welfare Fund for all straight time hours worked plus all hours of paid vacations, holidays and sick leave, for each and every employee covered by this Agreement, including the probationary period.

### **SECTION B.**

At any time during such a probationary period, an employee may be discharged for any reason, and any such employee so discharged shall not have the right to file a grievance or have other recourse to the grievance procedure.

## **ARTICLE VI – SENIORITY**

### **SECTION A.**

It is agreed that the Company and the Union will meet for the purpose of establishing a seniority list for all employees employed in the unit at the time of the signing of the Agreement. Not later than fifteen (15) days prior to the expiration of the Company's contract covering the Facility, the Company shall furnish the Union and the successor contractor a list of all its current employees together with their dates of hire. The following Sections in this Article shall become applicable and shall be in full force and effect upon the establishment of said seniority list. In establishing the initial seniority list for employees at the time of the signing of this Agreement, employees transferred to the Facility covered by this Agreement shall receive seniority in accordance with their tenure of service with the Company or its franchise as the case may be, regardless of where

such service was performed. Other employees transferred to the Facility covered by this Agreement by the Company to fill vacancies shall likewise receive seniority in accordance with their tenure with the Company or its franchise, as the case may be, regardless of where such service was performed. Seniority shall, for all purposes of this Article, be on the basis of job classification, unless specifically stated otherwise.

#### **SECTION B.**

In the event that the Company finds it necessary to lay-off employees for any reason, other than disciplinary, such lay-offs shall be on the basis of seniority, i.e., the employee on duty at the Facility where the layoff occurs having the shorter period of continuous service with the Company, shall be laid off before any other qualified employee having a longer period of continuous service. The Company shall recall such laid-off employees in reverse order. Senior employees shall have preference of full-time employment at all times if equal distribution of work is impossible. Senior employees may, however, exercise their seniority rights by taking a job in a lower classification

#### **SECTION C.**

Employees shall have the right to select available work schedules by seniority in job assignments for which they are qualified. Each employee shall be given his work schedule.

The work schedule for each week shall be posted at least four (4) days prior to the beginning of the workweek.

#### **SECTION D.**

**Except as otherwise provided in Section A of this Article**, seniority shall be measured from the date of the employee's initial hire at the Facility with the Company or a predecessor employer engaged in providing similar services at the Facility, provided there has been no break in seniority under Section E of this Article.

#### **SECTION E.**

An employee shall lose his seniority upon his retirement, resignation or discharge for just cause. An employee will be considered to have resigned if he:

1. Fails to report to work on the day following expiration of an authorized leave of absence, unless failure to report is due to conditions recognized by the Company to be beyond the control of the employee and he reported such conditions as soon as possible;
2. Is on lay-off for a period exceeding one (1) year;

3. Is absent from work for two (2) consecutive work days without properly notifying the Company of the reason for absence even though the reason for such absence is beyond the control of the employee, or in any event, fails to report for work as scheduled without such reason;
4. Fails, while on layoff, upon notice from the Company that work is available, to report to the Company for work as soon as practicable, but not later than seven (7) work days and provided that the employee notifies the Company within three (3) days of such notice that he will return to work within the seven (7) day period.

The Company fulfills its obligation under this Section by sending notice by telegram or by certified letter to the last known address of the employee. It is the obligation of the employee to keep the Company informed of his current address and telephone number.

5. Absence due to illness of injury, which continues for more than one (1) year.

#### **SECTION F.**

An employee who has occupied a position with the Company covered by this Agreement and who accepts a position with the Company in a classification, not covered by this Agreement, will continue to accrue seniority for nine (9) months, after which period he shall retain his accumulated seniority, provided he remains in the employ of the employer.

### **ARTICLE VII – DISCIPLINE**

No employee shall be disciplined or discharged without just cause, and all disciplines, dismissals and reprimands will be subject to the grievance procedure and arbitration clause. All disciplines, reprimands and discharge notices shall be in writing and shall be signed by the Project Manager. Copies of the reprimand or discharge notice shall be given to the employee reprimanded and to the Shop Steward. Each reprimand shall be cancelled after one (1) year. Three (3) reprimands may result in immediate dismissal. Theft, intoxication on the job, failure to perform work as directed, illegal use of drugs, violence, threatening violence or possession of weapons and showing disrespect to Company representatives may result in immediate dismissal, regardless of the number of prior reprimands.

### **ARTICLE VIII – GRIEVANCE PROCEDURE**

#### **SECTION A.**

A grievance is defined as a claim or dispute by the employer or employee or the Union concerning the interpretation or application of this Agreement.

## **SECTION B.**

All grievances must be presented in writing and filed and processed in accordance with the following exclusive procedure:

**Step 1:** The employee who has a grievance shall discuss it with the Project Manager either himself or through his Shop Steward. If the grievance is not settled in the Step 1 Meeting, it may be appealed by the Union Representative to the Project Manager to Step 2 within five (5) days of the Step 1 meeting. Company grievances shall be processed beginning with Step 2:

**Step 2:** The Union Representative and the Project Manager will discuss the grievance. If the grievance is not disposed of to the satisfaction of the party filing the grievance at Step 2, the grievance may be appealed to Step 3 by the party or representatives of the party filing the grievance by filing a written appeal to the opposing party within seven (7) days after Step 2.

**Step 3:** Within seven (7) days after the appeal of the opposing party, the parties (the Company represented by its designated representative and the Union represented by its designated representative) will attempt to settle the grievance. The party being complained against shall render that party's decision within five (5) days of such meeting. If the grievance is not disposed of to the satisfaction of the complaining party, the grievance may be appealed to arbitration by the Company or the Union lodging a written appeal with the other party within ten (10) days of receipt of such written decision.

## **SECTION C.**

A grievance involving discharge of an employee shall be brought directly to Step 2 and must be filed within five (5) days of discharge.

## **SECTION D.**

A grievance not involving discharge shall be without effect unless filed in writing within seven (7) days from the date the complaining party discovered the facts or should have discovered the facts giving rise to the grievance.

## **SECTION E.**

As long as it does not interface with efficient operations, Shop Stewards shall be afforded time off without loss of pay to investigate, discuss and present grievances. Such time shall be kept at a minimum.

## **SECTION F.**

At any Step of the grievance procedure, the Company or the Union may designate a substitute for the official designated herein, other than persons who have previously participated in such grievance. The officially designated representative of either party may be accompanied by two (2) other persons at any Step of the procedure except Step #1. The parties may mutually agree that further representatives may be present.

## **SECTION G.**

The time limits set forth in this Article may be extended mutually in writing. Time limits are exclusive of Saturday, Sunday and recognized holidays.

## **ARTICLE IX – ARBITRATION**

### **SECTION A.**

Within ten (10) days after the filing of the notice of the intent to submit the unsettled grievance to arbitration, the parties shall attempt to mutually select an impartial arbitrator. If the parties are unable to agree within five (5) days of that meeting upon the choice of an arbitrator, they shall request the Federal Mediation and Conciliation Service to submit a list of five (5) persons qualified to act as the impartial arbitrator. A representative of the Company and a representative of the Union shall meet within five (5) days of the receipt of the list and shall alternately strike two (2) names from the list, the party to strike first to be selected by lot. The fifth (5<sup>th</sup>), remaining person shall thereupon be selected as the impartial arbitrator.

### **SECTION B.**

Within ten (10) days after the selection of the arbitrator, the parties shall enter into a submission agreement, which shall clearly state the arbitral issue or issues to be decided. If the parties are unable to agree on a joint statement of the arbitral issue or issues to be decided by the arbitrator, the submission shall contain the written grievance and the disposition of the same with the notation that the parties could not agree upon a submission agreement.

### **SECTION C.**

During the hearing, each party shall have full opportunity to present evidence and argument, both oral and documentary. The impartial arbitrator will render his finding and award in writing within fifteen (15) calendar days after the conclusion of the hearing. The decision of the impartial arbitrator shall be final and binding on the Company, the Union, and the employee or employees involved. The impartial arbitrator shall have no authority to modify, amend, revise, add to, or subtract from any of the terms or conditions of this Agreement.

**SECTION D.**

The fees of the arbitrator and necessary expenses, including transcript, if desirable, of any arbitration proceeding shall be borne equally by the Company and the Union except that each party shall pay the fees of its own counsel or representative. If the Company calls an employee witness, the Company will reimburse him for time lost at his regular straight time base rate. If an employee witness is called by the Union, the Union will reimburse such personnel for time lost.

**ARTICLE X – MILITARY LEAVE**

**SECTION A.**

Employees entering the military or naval service, Red Cross, or other combat relief service or conscripted civil service of the United States during the life of this Agreement will be placed on military leave of absence in accordance with the provisions of the Universal Military Training and Service Act, and will retain their seniority while in such service and be returned to their former positions upon honorable discharge from service, provided they are physically and mentally capable of working.

**SECTION B.**

An employee who is a member of a military reserve unit and who is required to participate in active training will be granted a leave of absence without pay for the period of such training duty, not to exceed thirty (30) days in any year.

**SECTION C.**

An employee applying for leave under this Article will give the Company at least five (5) working days notice prior to reporting date, if possible.

**ARTICLE XI – LEAVE OF ABSENCE**

**SECTION A.**

Employees are entitled to leaves of absence not exceeding one (1) year for good cause. Such leave of absence may be granted for restoration of health, dental, or other treatment, maternity leave, or employment by the Union, and shall not prejudice seniority status for purposes of layoffs and recalls.

## **SECTION B.**

A leave of absence under this section will not be considered employment time for seniority. For example, an employee works continuously for nine (9) months and is granted a thirty (30) day leave of absence without pay. When the employee returns to work, he has nine (9) months seniority and will be required to work three (3) months in order to have one (1) year seniority.

## **SECTION C.**

Upon return from a leave of absence, the employee will be returned to work for which he can qualify in his job classification on the basis of seniority.

## **SECTION D.**

Any employee who engages in gainful employment without permission of the Company while on leave of absence shall be subject to discharge.

## **SECTION E.**

All leaves of absence must be applied for in writing and if granted, must be granted in writing by the Company.

## **SECTION F.**

All leaves of absence shall be for a specific designated period of time, and an employee may return to work earlier than the specifically designated date for his return only with the consent of the Company.

## **ARTICLE XII – BEREAVEMENT LEAVE**

Employees shall be entitled to paid bereavement leave as **set forth in Appendix H attached hereto.**

## **ARTICLE XIII – SHOP STEWARDS**

### **SECTION A.**

Shop Stewards shall be designated by the Union from the group he or she is to represent, and the Union will notify the Company of the duly designated Shop Steward(s) at the base.

### **SECTION B.**

The Shop Steward shall not interfere with management of the business or direct any work of any employee, but will, to the extent possible, advise the Company of any violations of the Agreement and also notify the employee participating therein.

**SECTION C.**

Prior to leaving the work area, the Shop Steward will request permission from the supervisor. The Shop Steward will not leave the work area during rush hours.

**SECTION D.**

Shop Stewards shall be entitled to top seniority for lay off and recall purposes only.

**SECTION E.**

A telephone will be made available to the Shop Steward for the purpose of communicating with the Union. Such calls will be placed at no cost to the Company.

**ARTICLE XIV – REST PERIODS**

An employee who is scheduled to work for not less than four (4) continuous hours on a shift shall be entitled to one (1) paid ten (10) minute unscheduled rest period during each four (4) hours or part thereof.

**ARTICLE XV – LAYOFFS AND RECALLS**

In the event of a reduction of forces, the Company will give reasonable notice of layoff, under the circumstances, to the employees with the least seniority, and will recall employees in the reverse order, such seniority to be by job classification. No new employees will be hired until all qualified, laid-off employees have been recalled.

**ARTICLE XVI – WAGES**

The schedule of effective wage rates and job classifications for employees is set forth in **Appendix A attached hereto.**

**ARTICLE XVII – OVERTIME**

**SECTION A.**

One and one-half (1-1/2) times the hourly rate will be paid for all hours worked in excess of forty (40) hours in a workweek.

**SECTION B.**

No overtime will be worked except by prior direction of the proper supervisor personnel of the Company.

### **SECTION C.**

Nothing herein shall be construed to require or permit the pyramiding of overtime or overtime pay.

### **SECTION D.**

All employees shall receive a minimum of eight (8) continuous hours of rest in any twenty-four (24) hour period.

## **ARTICLE XVIII – HEALTH AND WELFARE**

The Company shall pay the Health & Welfare Benefits **as set forth in Appendix B attached hereto.**

## **ARTICLE XIX – VACATIONS**

### **SECTION A.**

Employees shall be entitled to paid vacations as **set forth in Appendix C attached hereto.**

### **SECTION B.**

Vacations will not be accumulated from year to year, not taken back to back. If the Company consents, the employee may elect not to take his vacation, in which case he will receive pay in lieu thereof, on the anniversary date of his employment. The employee may take his vacation in more than one segment with the consent of the Company.

### **SECTION C.**

An employee will receive an extra day's vacation or be paid an extra day's pay for a paid holiday which falls within his vacation period, in accordance with the provisions of **Article XX – Holidays.**

### **SECTION D.**

Vacations will be granted at times most desired by employees in order of their seniority within their work shifts, but the final right as to allotment and scheduling of vacation periods is reserved to the Company in order to assure the orderly operation of its business. Except in case of emergency, a vacation period once assigned will not be cancelled by the Company except with agreement of the employee.

**SECTION E.**

Temporary layoffs or leaves of absence during the year will not interrupt the continuity of service for the purpose of eligibility for vacation, and shall be counted toward the required year for each vacation period.

**ARTICLE XX – HOLIDAYS**

**SECTION A.**

Holidays for which every employee will be compensated at the hourly base rate of pay are **set forth in Appendix D attached hereto.**

**SECTION B.**

Any work performed on a holiday will be paid at the employee's regular rate of pay in addition to the holiday pay. If any of the named holidays fall on a non-working day, the employees shall either observe the holiday on the following working day or shall receive pay for their average number of hours normally worked in lieu of the observance above their normal compensation for work performed.

**SECTION C.**

In the event that one of the holidays shall occur during the employee's vacation, the employee will receive an additional day of paid vacation, unless the employee and the Company agree that he may receive pay in lieu thereof.

**SECTION D.**

When the Company requires work of any shift on a holiday, the Company will first seek qualified volunteers for such work. If there are not enough volunteers for such work, the Company will select qualified employees to protect the work to be performed in reverse seniority. However, if too many volunteer, the Company will select qualified employees to protect the work in order of seniority.

**SECTION E.**

In order for an employee to qualify for a paid holiday, he must have worked his regular scheduled workday immediately preceding the holiday and his regularly scheduled workday immediately following the holiday.

**ARTICLE XXI – SICK LEAVE**

Sick leave will be paid **as set forth in Appendix E attached hereto.**

## **ARTICLE XXII – PENSION**

The Company shall pay pension benefits as **set forth in Appendix F attached hereto.**

## **ARTICLE XXIII – JURY DUTY**

An employee summoned to serve on a jury shall receive compensation as **set forth in Appendix G attached hereto.**

## **ARTICLE XXIV – MEALS**

All employees whose hours of work are required during regular normal meal periods (breakfast, lunch and dinner times) shall be entitled to one (1) meal without charge to the employee for each such period. Employees shall be reasonable in their selection of such items. Meals shall consist of one (1) meat item, one (1) or two (2) vegetables, a desert, a drink, a salad, or choice of available items such as: hamburger, cheeseburger, grilled cheese, ham, tuna, egg or chicken salad sandwich, including fries, lettuce, tomato, onion and the normal condiments for such.

## **ARTICLE XXV – UNIFORMS**

Uniform allowance will be paid **as set forth in Appendix I attached hereto.**

## **ARTICLE XXVI – INDIVIDUAL CONTRACTS**

No employee shall be compelled or allowed to enter into any individual contract or agreement within the Company concerning the conditions of employment contained herein.

## **ARTICLE XXVII – NO STRIKE/NO LOCK OUT**

### **SECTION A.**

During the term of this Agreement, the Union shall not authorize, cause or engage in, sanction or assist in any work stoppage, strike or slow down of operations.

### **SECTION B.**

During the term of this Agreement, the Company shall not cause, permit or engage in any lockout of its employees.

### **SECTION C.**

The Company reserves the right to discharge or otherwise discipline any employee taking part in any violation of this provision of this Agreement.

## **ARTICLE XXVIII – PICKET LINES**

Refusal of a member to cross a bona-fide picket line established by a labor organization claiming to have a dispute with the Employer and approved by the Union shall not be construed to be a breach of this Agreement.

## **ARTICLE XXIX – EMPLOYEE INJURY**

An employee injured during working hours shall receive the rest of the day off without loss of pay, provided that the injuries are such that a doctor orders the employee not to return to work.

## **ARTICLE XXX – GOVERNMENT REQUIREMENTS**

The Union agrees to cooperate with the Company in all matters required by the United States Government, and the Union recognizes that the terms and conditions of the Agreement are subject to certain sovereign priorities, which the United States Government may exercise. The Union agrees that any actions taken by the Company pursuant to a requirement of the United States Government shall not constitute a breach of this Agreement. Nothing in this Agreement, however, shall be construed to prevent institution of any change prior to discussion with the Union where immediate change is required by the United States Government. The Company will, however, negotiate with the Union concerning the effects of any such change.

## **ARTICLE XXXI – GENERAL**

### **SECTION A.**

This Agreement when accepted by the parties hereto and signed by the respective representatives thereunto duly authorized, shall constitute the sole agreement between them involving the employees covered by this Agreement. Any alteration or modifications of this Agreement must be made by and between the parties hereto and must be in writing.

### **SECTION B.**

In the event any provision of this Agreement is declared invalid by any competent court or governmental agency on account of existing or future legislation, such invalidation shall not affect the remaining provisions of this Agreement.

### **SECTION C.**

Any employee leaving the service of the Company will, upon request from the employee, be furnished with a letter setting forth the Company's record of his job classification, stating his length of service and beginning and ending rate of pay.

#### **SECTION D.**

Employees entering the service of the Company may be required to take a physical examination specified by the Company. Any time thereafter, an employee may be subjected to further physical examinations during the course of his employment or recall to service after layoff or leave of absence.

#### **SECTION E.**

The Company shall provide bulletin board space for use by the Union.

#### **SECTION F.**

Company payroll records with respect to any employee in the unit whose pay is questioned will be provided, upon request of the Union, with a reasonable period of time, except for payroll records with respect to the current period with respect to such an employee, which may be examined by the Union upon request during business hours.

#### **SECTION G.**

In the event the Department of Labor determines that the wages and fringe benefits contained in this Agreement were not reached as a result of arms-length negotiation or are substantially at variance with those prevailing for services of a similar character in the locality, then such wages and benefits shall be rendered null and void. In such event, the Company shall be obligated to pay the wages and fringe benefits specified in the appropriate wage determination issued by the Department of Labor.

#### **SECTION H.**

Subject to the express limitations of this Agreement, the Company retains the sole and exclusive right in its discretion to manage its business, to hire, discharge for cause, layoff, assign, transfer, promote or demote employees, to determine the starting and quitting time, to establish or discontinue or change operations, productions, or work standards, or plant rules, provided, however, that with respect to any action which results in a change in established work rules, existing hours of work, or the size of the work force, the Company shall notify the Union of such action. Nothing herein shall prevent individual employees, either alone or with a Union representative, from consulting with Company representatives on problems relating to their individual work schedules.

#### **SECTION I.**

Drug Testing will be a requirement of this Collective Bargaining Agreement. The Company shall have the right to conduct Pre-Employment, Probable Cause and Post Accident Drug Screening at KSC, Florida as it pertains to employment with Lackmann Culinary Services at no expense to the employee.

**ARTICLE XXXII – DURATION**

**SECTION A.**

This agreement shall become effective **March 27, 2010**, and shall continue in full force and effect until **June 30, 2013**, and shall renew itself each successive **July 1<sup>st</sup>** thereafter unless written notice of an intended change is served in accordance with the Labor Management Relations Act, as amended, by either party hereto at least sixty (60) days but not more than ninety (90) days prior to the termination date of the contract.

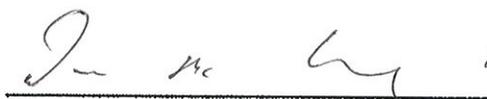
**SECTION B.**

The parties agree to meet on or about **January 1<sup>st</sup>** of each year, for the purpose of negotiating changes in wages, group insurance contribution, sick leave, vacation and holidays as well as changes in or the introduction of other fringe benefit to take effect **April 1<sup>st</sup>**, or whatever date the next government contract period is specified if other than **April 1<sup>st</sup>** of each year.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, **2010**.

**FOR THE UNION:**

**Industrial, Technical & Professional  
Employees Union, OPEIU Local 4873,  
AFL-CIO**

 12/6/10

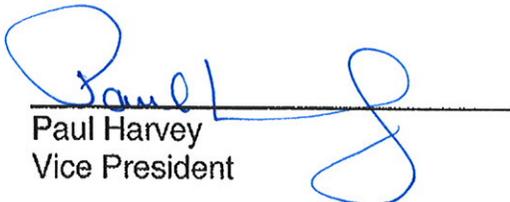
Dennis M. Conley  
Representative

**FOR THE COMPANY:**

**Compass Group, NAD and  
Divisions d/b/a/ Lackmann  
Culinary Services**



Ivelices Linares  
Labor Relations Manager



Paul Harvey  
Vice President

## APPENDIX A – WAGES

### Job Classifications:

<u>New Hire Starting Wages</u>	<u>CURRENT</u>	<u>EFF.</u> <u>07/01/10</u>	<u>EFF.</u> <u>07/01/11</u>	<u>EFF.</u> <u>07/01/12</u>
<u>Food Services Worker I</u>				
Utility Worker	\$8.70	\$8.95	\$9.20	\$9.45
Liner Server	\$8.70	\$8.95	\$9.20	\$9.45
Deli Worker	\$8.70	\$8.95	\$9.20	\$9.45
Dishwasher	\$8.70	\$8.95	\$9.20	\$9.45
 <u>Food Services Worker II</u>				
Pantry/Salad Worker	\$8.70	\$8.95	\$9.20	\$9.45
Cashier	\$8.70	\$8.95	\$9.20	\$9.45
Grill Cooks	\$8.85	\$9.10	\$9.35	\$9.60
Cooks	\$8.95	\$9.20	\$9.45	\$9.70

All current employees at a higher rate of pay in all Job Classifications shall receive a **twenty-five cents (\$0.25) per hour** wage increase on July 1, 2010, July 1, 2011 and July 1, 2012.

Minimum new hire starting rate \$8.70 per hour. Lackmann understands that selecting talented new hires may require rates above the minimum \$8.70 level. At no time, will new hires be paid a starting rate higher than existing Team Members in the same position.

The Company shall introduce an Incentive Plan that will allow a distribution of 10 percent of the excess of Budget Operation Margin earned at NASA by Lackmann Culinary Services after the residual revenue retention calculations to all Team Members employed at KSC to be paid during the month of December of each year, during the terms of this CBA, who meet the following criteria:

- No Warning letters in their personnel file for the year.
- Minimum of 1 year of continuous employment.
- Actively employed at Lackmann Culinary Services during the month of distribution.

## APPENDIX B – HEALTH & WELFARE

### Current:

The Company shall contribute to the ITPE Health and Welfare Fund the sum of **one dollar and sixty-three cents (\$1.63) per hour** for all straight time hours worked plus all hours of paid vacations, holidays and sick leave, for each and every employee, including new employees on probation, covered by this Agreement.

In executing this Agreement, the Company further agrees to be bound by the terms and conditions of the Agreement and Declaration of Trust establishing the ITPE Health and Welfare Plan and any amendments duly adopted thereto. The Company further agrees to be bound by all resolutions and other actions taken by the Board of Trustees of such Fund. However, any resolutions or actions taken by the Board of Trustees of the ITPE Benefit funds, shall not change or modify any wage or fringe benefit rate set forth in the Collective Bargaining Agreement between Lackmann and the ITPE at NASA.

**Effective July 1, 2010:**

The Company shall contribute to the ITPE Health and Welfare Fund the sum of **two dollars and sixteen cents (\$2.16) per hour** for all straight time hours worked plus all hours of paid vacations, holidays and sick leave, for each and every employee, including new employees on probation, covered by this Agreement.

In executing this Agreement, the Company further agrees to be bound by the terms and conditions of the Agreement and Declaration of Trust establishing the ITPE Health and Welfare Plan and any amendments duly adopted thereto. The Company further agrees to be bound by all resolutions and other actions taken by the Board of Trustees of such Fund. However, any resolutions or actions taken by the Board of Trustees of the ITPE Benefit funds, shall not change or modify any wage or fringe benefit rate set forth in the Collective Bargaining Agreement between Lackmann and the ITPE at NASA.

**Effective July 1, 2011:**

The Company shall contribute to the ITPE Health and Welfare Fund the sum of **two dollars and fifty cents (\$2.50) per hour** for all straight time hours worked plus all hours of paid vacations, holidays and sick leave, for each and every employee, including new employees on probation, covered by this Agreement.

In executing this Agreement, the Company further agrees to be bound by the terms and conditions of the Agreement and Declaration of Trust establishing the ITPE Health and Welfare Plan and any amendments duly adopted thereto. The Company further agrees to be bound by all resolutions and other actions taken by the Board of Trustees of such Fund. However, any resolutions or actions taken by the Board of Trustees of the ITPE Benefit funds, shall not change or modify any wage or fringe benefit rate set forth in the Collective Bargaining Agreement between Lackmann and the ITPE at NASA.

**Effective July 1, 2012:**

The Company shall contribute to the ITPE Health and Welfare Fund the sum of **two dollars and eighty cents (\$2.80) per hour** for all straight time hours worked plus all hours of paid vacations, holidays and sick leave, for each and every employee, including new employees on probation, covered by this Agreement.

In executing this Agreement, the Company further agrees to be bound by the terms and conditions of the Agreement and Declaration of Trust establishing the ITPE Health and Welfare Plan and any amendments duly adopted thereto. The Company further agrees to be bound by all resolutions and other actions taken by the Board of Trustees of such Fund. However, any resolutions or actions taken by the Board of Trustees of the ITPE Benefit funds, shall not change or modify any wage or fringe benefit rate set forth in the Collective Bargaining Agreement between Lackmann and the ITPE at NASA.

**APPENDIX C – VACATION**

**Current and Effective July 1, 2010, July 1, 2011 and July 1, 2012:**

The Company will honor the vacation schedule and practice as it pertains to the number of vacation weeks earned for all ITPEU members at KSC who were members before April 1, 1997, as follows:

- After one (1) year of service, one (1) week vacation.
- After two (2) years of service, two (2) weeks vacation.
- After five (5) years of service, three (3) weeks vacation.
- After ten (10) years of service, four (4) weeks vacation.
- After twenty-five (25) years of service, five (5) weeks vacation.

For all employees joining the collective bargaining unit after the date of April 1, 1997 and for all new hires covered under this agreement, the following schedule will apply:

- For one (1) and two (2) years of service, one (1) week paid vacation.
- For three (3) through ten (10) years of service, 2 weeks paid vacation.
- For ten (10) years or more of service, 3 weeks paid vacation.

Vacation will be calculated by adding the total number of hours worked during the previous year, dividing by 52 and multiplying by the number of weeks due.

Length of service includes the whole span of continuous service with the present (successor) contractor, wherever employed, and with predecessor contractors in the performance of similar work at the same federal facility.

## APPENDIX D – HOLIDAYS

### Current and Effective July 1, 2010, July 1, 2011 and July 1, 2012

New Year's Day	Columbus Day
Martin Luther King's Birthday	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Floating Holiday/Option
Labor Day	

## APPENDIX E – SICK LEAVE

### Current and Effective July 1, 2010, July 1, 2011 and July 1, 2012:

#### Section A

All employees shall be entitled to paid sick leave benefits accruable on the basis of one (1) day of sick leave per each two (2) months worked. [Six (6) days per year.]

#### Section B

It shall be a condition of qualifying for paid sick leave benefits that an employee calls either their immediate supervisor or designated company representative within a reasonable amount of time prior to their scheduled shift, advising of their intention to take sick leave, in order that the company may obtain a temporary replacement.

#### Section C

Upon applying for paid sick leave benefits, an employee may be required to furnish the Company with a signed, bona fide physician's statement attesting to the employee's physical condition and duty status.

#### Section D

Employees who have accrued unused sick leave days prior to December 15<sup>th</sup> each year. Shall have the option to request 100% payment of such, or may opt to continue accruing days of sick leave up to a maximum of thirty (30) days. Payment of such sick leave days shall be the employee's regular hourly rate at the time of such payment.

## **Section E**

No employee shall be eligible for paid sick leave benefits until they have accrued a minimum of one (1) day. Any employee who leaves the employment of the Company and having accrued less than one (1) day of sick leave, shall not be entitled to sick leave pay.

## **APPENDIX F – PENSION**

### **Current and Effective July 1, 2010, July 1, 2011 and July 1, 2012:**

During the duration of this agreement, the Company shall contribute to the ITPE Pension Fund the sum of **thirty-five (\$0.35) per hour** for all straight time hours worked plus all hours of paid vacation, holidays and sick leave, for each and every employee covered by this Agreement.

In executing this Agreement, the Company agrees to be bound by the terms and conditions of the Agreement and Declaration of Trust establishing the ITPE Pension Plan and any amendments duly adopted hereto.

The Company further agrees to be bound by all resolutions and other actions taken by the Board of Trustees of such Fund. However, any resolutions or actions taken by the Board of Trustees of the ITPE Pension Fund shall not change or modify any wage or fringe benefit rate set forth in the Collective Bargaining Agreement between Lackmann and the ITPE at NASA.

## **APPENDIX G – JURY DUTY**

### **Current and Effective July 1, 2010, July 1, 2011 and July 1, 2012:**

If an employee is summoned to serve on the Jury on this regularly scheduled workday, he shall be paid the difference between the amount he received for Jury Duty and his usual rate of pay for the first two weeks of service only.

In order to be eligible for this compensation, the employee shall furnish to the Employer, on request, a written statement for the clerk to the court showing that he was summoned and also the amount received for Jury Duty.

## APPENDIX H – BEREAVEMENT LEAVE

### Current and Effective July 1, 2010, July 1, 2011 and July 1, 2012:

In the instance of the death of a member of the immediate family of an employee, occurring after the completion of the employee's probationary period, the Company will grant a paid leave of **not to exceed three (3) days** to enable such employee to attend the funeral and otherwise assist in the arrangements pertaining to the burial of such member of the family. A day's pay will consist of the employee's regular base rate for the hours scheduled for the day during which the bereavement leave occurs and shall be applicable only to days within his regular workweek. The term "**immediate family**", as used herein, is defined as consisting of the following members only:

**MOTHER, FATHER, SPOUSE, CHILDREN, GRANDPARENTS, SISTER OR BROTHER**

No employee otherwise entitled to bereavement leave under this Article shall received such benefits unless he gives reasonable notice to the Company prior to taking time off for bereavement purposes and provides the appropriate documentation of this bereavement upon request of the Company. In order to qualify for bereavement leave, an employee must have completed the probationary period set forth herein.

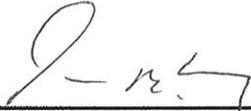
## APPENDIX I – UNIFORM ALLOWANCE

### Current and Effective July 1, 2010, July 1, 2011 and July 1, 2012:

The Company shall furnish to all current and newly hired employees a minimum of five (5) uniforms. Such uniforms are to be a such material requiring only washing and tumble or drip drying, and which may be laundered with other personal garments. Any employee whose uniforms need special laundering because of heavy soiling use or that requires ironing, dry cleaning, patching or repair due to the nature of the work, shall receive an allowance of **twelve (\$0.12) cents per hour** for such laundering and maintenance. Worn out, faded or uniforms not deemed appropriate shall be exchanged for new ones as required without cost to the employee.

**FOR THE UNION:**

**Industrial, Technical & Professional  
Employees Union, OPEIU Local 4873,  
AFL-CIO**



12/6/10

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Dennis M. Conley  
Representative

**FOR THE COMPANY:**

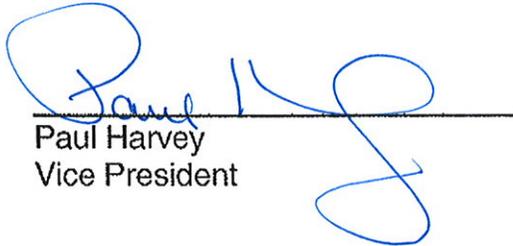
**Compass Group, NAD and  
Divisions d/b/a/ Lackmann  
Culinary Services**



11/22/10

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Ivelices Linares  
Labor Relations Manager



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Paul Harvey  
Vice President