

AMENDMENT TO JUNE 26, 2020 TO OCTOBER 1, 2022
COLLECTIVE BARGAINING AGREEMENT BETWEEN COMPASS GROUP NORTH AMERICA,
TOUCHPOINT SUPPORT SERVICES DIVISION AND OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL UNION LOCAL 459 (COVERING ASCENSION ST. JOHN
OAKLAND, MACOMB, AND MOROSS UNITS)

Compass Group North America, Touchpoint Support Services Division (“Employer”) and Office and Professional Employees International Union Local 459 (“Union”) hereby amend their June 26, 2020 to October 1, 2022 collective bargaining agreement (“CBA”) as set forth below:

1. Article 23, Wage Rates shall be amended to add the following underlined provisions and delete the struck out provisions:

Section 1. The wage rates set forth in this Agreement specifically replace and are in lieu of all Employer discretionary wage programs.

- Effective upon ratification, full time associates will receive \$600.00 and part time receive \$300.00 as a signing bonus, which will be paid the first full pay period following ratification.
- Effective upon ratification, the new starting wage rate will be as follows:
 - \$11.75/hour for Housekeeper and Food Service Worker
 - \$12.75/hour for Cooks, Floor Techs, Housekeeper assigned to ED/OR/Labor Delivery
 - Lead Pay standard shall be \$1.50/hour above the employee’s normal hourly pay rate, inclusive of any shift or other premium.
- Effective the first full pay period following ratification of this CBA Amendment, and retroactive to March 1, 2021, the new starting wage rate for all bargaining unit employees will be as follows:
 - \$15.00/hour for Housekeeper and Food Service Worker
 - \$16.00/hour for Cooks, Floor Techs, Housekeeper assigned to ED/OR/Labor Delivery
 - Lead Pay standard shall be \$1.50/hour above the employee’s normal hourly pay rate, inclusive of any shift or other premium.

Section 2. Associates shall receive rate differentials. Afternoon shift differential is 8%, the midnight shift differential is 8% and the weekend differential is 5%.

Section 3.

a. In the event an associate is assigned work in a job classification that carries a higher rate of pay than the associate shall receive the base rate for the higher classification, or the associate’s regular hourly rate plus twenty-five cents (\$0.25) whichever is higher.

b. Associates promoted into a classification in a higher pay group than the group in which the associate is serving at the time of promotion receive a 5% increase to the associate's base pay or the minimum of the new pay range, whichever is greater.

Section 4. If an associate is temporarily assigned work in a job classification that carries a lower rate of pay than the associate's regular classification, the associate shall receive the associate's regular hourly rate for such work.

Section 5. Wage increases are as follows:

Effective upon ratification

- Associates hired between October 2, 2018 and ratification will receive the minimum hourly pay rates set forth below:
- \$11.75/hour for Housekeeper and Food Service Worker
- \$12.75/hour for Cooks, Floor Techs, Housekeeper assigned to ED/OR/Labor Delivery
- Associates hired before October 2, 2018 will receive an hourly pay increase to either \$11.75/hour or \$12.75/hour (depending on classification as set forth above) or, if such pay increase is less than \$0.50 higher than the employee's hourly pay rate prior to ratification, then the employee will receive a \$0.50 increase.
- In addition to the hourly pay increase set forth in the immediately preceding paragraph, Associates hired between October 1, 2009 and October 1, 2014 will receive an additional \$0.20 increase per hour, and Associates hired before October 1, 2009 will receive an additional \$0.40 increase per hour.

Effective October 1, 2020

- All associates will receive an hourly wage increase of \$0.40

~~Effective October 1, 2021, the new minimum starting wage rate will be as follows:~~

- ~~• \$12.00/hour for Housekeeper and Food Service Worker~~
- ~~• \$13.00/hour for Cooks, Floor Techs, Housekeeper assigned to ED/OR/Labor Delivery~~
- Effective October 1, 2021, all associates will receive an hourly wage increase of \$0.50 increases as follows:
 - Associates with less than 3 years seniority will receive no additional hourly wage increase if the increase on ratification of this CBA Amendment to \$15.00 or \$16.00 per hour resulted in a minimum \$.50 per hour increase. If the hourly pay increase to \$15.00 or \$16.00 was less than \$0.50/hour, the associate will receive an hourly wage increase equivalent to the difference between the increase realized and \$0.50/hour. (Ex. An associate with less

than 3 years seniority who realized a \$.10/hour increase as a result of the hourly wage increase to \$15.00 or \$16.00/hour will receive an additional \$.40/hour increase).

- Associates with between 3 and less than 5 years seniority will receive a \$0.50/hour wage increase.
 - Associates with between 5 and less than 10 years seniority will receive a \$0.65/hour wage increase.
 - Associates with between 10 and less than 20 years seniority will receive a \$0.75/hour increase.
 - Associates with 20 or more years seniority will receive a \$0.90/hour increase.
- Effective October 1, 2022 (YEAR 4):
 - All associates will receive an hourly wage increase of \$0.35
 - Effective October 1, 2023 (YEAR 5):
 - All associates will receive an hourly wage increase of \$0.50

Nothing in this article shall be construed as a lowering of wages for any associate.

2. Article 30, Amendment and Termination will be amended to provide as follows:

Section 1. This Agreement is effective on June 26, 2020 and shall continue in full force and effect until midnight October 1, 2024 after which it shall continue in full force and effect from year-to-year thereafter, unless written notice is given by one party to the other not less than ninety (90) days or more than one hundred twenty (120) days prior to any expiration date that a party desires to renegotiate this Agreement.

Section 2. If any provision of this Agreement becomes illegal by operation of law or is held invalid by a court of competent jurisdiction, then (a) the remainder of the Agreement remains in effect and, (b) the Employer and the Union shall meet and confer in an effort to negotiate with regard to such provision.

3. This CBA Amendment shall not become effective until signed by the parties and ratified by the bargaining unit employees.

4. All other provisions of the CBA not affected by this Amendment shall remain in full force and effect through midnight October 1, 2024.

5. This Contract Amendment may not be amended, modified, or altered except by a written agreement signed and dated by the parties.

By signing below, each of the parties, by their respective authorized representatives, acknowledges their understanding of, and agreement to, the terms of this CBA Amendment.

For the Union:

Lance A. Rhines, Service Rep, OPEIU Local 459

Louversa Fair, Chief Steward Oakland

Calvin Parks, Chief Steward Moross

Betty Parker, Steward (Dietary) Moross

Darlene Curry, Steward (EVS) Moross

For the Employer:

Andrew Grenier, Regional Director of Operations

Joanne Whitlatch, Regional Vice-President

Kano Berger, Regional Director of Operations