



LABOR AGREEMENT  
BETWEEN  
ARAMARK EDUACTIONAL SERVICES, LLC  
AT MOUNT PLEASANT PUBLIC SCHOOLS  
AND  
SERVICE EMPLOYEES INTERNATIONAL  
UNION, LOCAL 517M

**DURATION: JANUARY 28, 2011 THROUGH JANUARY 27, 2015**



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## Table of Contents

Article 1	Recognition .....	1
Article 2	Purpose of Agreement .....	1
Article 3	Definitions .....	1
Article 4	Labor Management and Safety Committee.....	2
Article 5	Respect and Dignity .....	2
Article 6	Grievance.....	3
Article 7	Arbitration.....	4
Article 8	Discipline and Discharge.....	5
Article 9	Non-Discrimination.....	7
Article 10	Probationary Period .....	7
Article 11	Seniority .....	8
Article 12	Leaves of Absence.....	9
Article 13	Layoff and Recall .....	10
Article 14	Job Posting .....	11
Article 15	Ethnic Diversity and Cultural Issues.....	11
Article 16	Bargaining Unit Work .....	12
Article 17	Union Security.....	12
Article 18	Union Deductions.....	12
Article 19	Shop Stewards and Visitation .....	14
Article 20	Wages.....	15
Article 21	Insurance .....	15
Article 22	ARAMARK Hourly 401(k) Plan.....	17
Article 23	Hours of Work and Overtime.....	17
Article 24	Overtime and Premium Pay .....	19
Article 25	Jury Duty .....	20
Article 26	Bereavement Pay.....	20
Article 27	Report in Pay .....	21
Article 28	Call in Emergency .....	21
Article 29	Changes in Hours .....	22
Article 30	Holidays .....	22
Article 31	Sick / Personal Days .....	23
Article 32	Uniforms and Personal Appearance .....	23
Article 33	Miscellaneous .....	24
Article 34	Savings Clause .....	24
Article 35	Management Rights.....	24
Article 36	No Strike Out – No Lock Out.....	26
Article 37	Complete Agreement .....	26
Article 38	Duration.....	27
Appendix A	Wages.....	28
Appendix B	PAC Authorization Cards .....	30

**This AGREEMENT** made and entered into, by and between **ARAMARK EDUCATIONAL SERVICES, LLC** for the cafeteria foodservice employees at the **Mount Pleasant Public Schools District in Mount Pleasant, Michigan**, and **SEIU Local #517M** (hereinafter called the "Union").

## **ARTICLE 1 – RECOGNITION**

**Section 1:** The Employer will recognize the Union as the exclusive bargaining agent for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions pertaining to the employment for all full-time and part-time food service workers employed solely by ARAMARK at Mt. Pleasant Public Schools, Mt. Pleasant, Michigan but excluding managers, management trainees, receptionists, nutritionists and registered or licensed dietitians, professional, and confidential employees, students, executive chefs, chef managers, chefs, employees of other employers, sub contractors, all other employees not specifically identified above, office clericals and all supervisors, guards, and confidential employees as defined by the National Labor Relations Act.

**Section 2:** This Agreement shall not be construed to extend to or affect in any way any other phase of the Employer's business or construed to include any other employees of the Employer in any of the Employer's other divisions, branches or units.

## **ARTICLE 2 - PURPOSE OF AGREEMENT**

It is the general purpose of this Agreement to establish and promote harmonious relations between the Company and the employees, a procedure for the resolution of differences, and rates of pay and other terms and conditions of employment. The parties recognize the importance of safe, efficient and uninterrupted services at Mt. Pleasant Public Schools, Mt. Pleasant, Michigan and pledge to maintain the highest standards of service so the Company can conduct its business with the efficiency indispensable to the best interests of the Company and its employees, and customers.

## **ARTICLE 3 - DEFINITIONS**

**Section 1:** Regular full time employees are those who are hired on a permanent basis, who have completed the probationary period as defined in this Agreement, and who are regularly scheduled for thirty (30) hours or more per work week.

**Section 2:** Regular part time employees are those who are hired on a permanent basis, who have completed the probationary period as defined in this

Agreement, and who are regularly scheduled to work less than thirty (30) hours per work week.

Section 3: Call-in, temporary, and substitute employees are those who are not scheduled on a regular basis but who may be called in to fill vacancies caused by reasons including, but not limited to, absences, vacations, leaves of absence, sicknesses, changes in business demand, or to perform extra work as required and determined solely by the Company.

Section 4: When used to define time limits for notices, meetings, postings, and the Grievance and Arbitration process, "working day" means Monday through Friday, exclusive of fixed holidays under this Agreement and days on which the operation is closed.

#### **ARTICLE 4 - LABOR MANAGEMENT AND SAFETY COMMITTEE**

Section 1: The Employer and Union agree that there shall be a Labor-Management Committee consisting of an equal number of Management and Union members (maximum of four) to apprise each other of issues related to the operations and the work force; all with the aim of promoting a better understanding between the parties. Meetings will be held monthly, or more often as may mutually be agreed. A written agenda shall be established for each meeting. Such meetings shall not be construed as opening the Agreement for negotiations, nor shall any subject matter at the meetings constitute a step in the grievance procedure. Employees shall be paid at their regular hourly rate for time spent at Labor-Management Committee meetings. Each party will designate their representative(s) to the Labor-Management Committee.

Section 2: Following the discussion of matters pertaining to operations, the Committee shall address issues of health and safety, for the purpose of identifying and eliminating potential safety hazards throughout the facility and to reduce accidents.

Section 3: The Employer is responsible for maintaining a safe working environment and shall supply all safety devices and equipment required by law.

#### **ARTICLE 5 – RESPECT AND DIGNITY**

The Company and the Union agree that each employee and supervisory representative of the Company should be treated with dignity and respect. In the event that there are issues with respect to the conduct of employees or supervisory representatives under this provision the parties agree that they may be raised in a labor management committee meeting in accordance with Article 4 of the Agreement, and in further communications to higher levels of each organization as appropriate and necessary.

The parties have agreed that this preamble shall not be subject to the grievance and/or arbitration provisions of the Agreement.

## **ARTICLE 6 – GRIEVANCE PROCEDURE**

**Section 1:** A grievance will be defined as a specific difference, dispute, or complaint arising expressly from the interpretation, administration, application, or alleged violation of the terms of this Collective Bargaining Agreement.

**Section 2:** When the grievance is reduced to writing, following the process set forth below, such grievance must reference the specific article(s) of the contract that are alleged to be in violation.

**Section 3:** It is recognized that it is in the best interest of employees, management, and the public that disputes, complaints, and differences are resolved informally.

**Section 4:** A grievance will not be considered to exist until a complaint has been made by an employee or a union-designated / Company-recognized steward to, and has not been resolved by, the employee's immediate supervisor.

**Step 1** - For the grievance to proceed, the employee or the designated and recognized steward must then present the grievance, signed and in writing, to the Food Service Director, or the designated management representative, within seven (7) working days of the event giving rise to the grievance or seven (7) working days from the time the employee or the Union should reasonably have known of the occurrence of the event upon which the grievance is based. Failure to meet this time requirement will exclude the grievance from further consideration.

The employee and/or the steward will meet with the manager, or the designated management representative, within five (5) working days from the presentation of the written grievance to attempt to resolve the grievance. The manager will have five (5) working days from the date of the Step 1 meeting to respond, in writing, to the grievance.

**Step 2** - If the Union is not satisfied with the response in Step 1, the grievance must then be submitted by the Worker Resources Representative or steward to the District Manager, or the designated management representative, within seven (7) working days of receipt of the Step 1 response. Failure to meet this time requirement will exclude the grievance from further consideration.

A meeting will be held within seven (7) working days from presentation of the grievance to attempt to resolve the grievance. The District Manager, or the designated management representative, will respond to the Step 2 appeal within seven (7) working days of the meeting.

**Step 3** - Failing a satisfactory settlement of the grievance at Step 2, the matter may be referred by the grieving party to Arbitration, within a period of thirty (30) calendar days from the receipt of the Company's written answer at Step 2. Failure to meet this time requirement will exclude the grievance from further consideration.

**Section 5:** The parties agree to follow each of the foregoing steps in the processing of the grievance. If at any step the Company's representative fails to give the written answer within the time limit therein set forth, the Union may appeal the grievance to the next step at the expiration of such time limit. If the Union fails to comply with the time limits set forth in the grievance procedure, the grievance will be considered to have been abandoned. Notwithstanding the limitations set forth in this clause, either party may extend the time limits set out in the grievance procedure with the written agreement of the other party.

**Section 6:** A claim by an employee who has completed the probationary period that the employee has been discharged without just cause shall be treated as a grievance, if a written statement of such grievance is lodged with the District Manager or the designated management representative within five (5) working days after the employee ceases to work for the Company. All preliminary steps of the grievance procedure prior to Step 2 will be omitted in such cases.

**Section 7:** The Company and the Union agree that the decision whether or not to retain probationary employees is at the sole discretion of the Company. The Company and Union further agree that probationary employees shall not have access to the grievance and/or arbitration procedure for any matters with respect to disciplinary or discharge matters.

**Section 8:** If the parties agree to hold a grievance meeting during the employee's and/or steward's regular scheduled working hours the employee and/or steward will be compensated at their regular straight-time hourly rate for time spent in the grievance meeting during their regularly scheduled hours.

#### **ARTICLE 7 - ARBITRATION**

**Section 1:** The parties shall attempt to mutually agree upon an arbitrator. If they are unable to mutually agree, the Union shall request the Federal Mediation and Conciliation Service (FMCS) (with a copy of such request to the

opposite party) to furnish the parties with a panel of impartial arbitrators according to the rules then in effect for that organization.

Section 2: The expenses of the arbitrator and hearing room, if required, shall be borne equally by the Union and the Company. Each party shall bear the expense of its own representative, witnesses, and other preparation and presentation expenses.

Section 3: Any decision issued by the arbitrator shall be final and binding upon the parties as to the matter in dispute. The Company, the Union, and the aggrieved employee shall thereafter comply in all respects with the result of such decision.

Section 4: The arbitrator shall not have authority to: (i) amend, modify, change, add to or subtract from any provision of this Agreement; (ii) impose on any party hereto a limitation or obligation not explicitly provided for in this Agreement; (iii) alter any wage rate or wage structure; or (iv) base any decision on any practice or custom which is inconsistent with any provision of this Agreement. The arbitrator shall be authorized only to interpret existing provisions of this Agreement as they apply to the specific facts of the matter in dispute.

Section 5: Terms and conditions of benefits plans are not arbitrable, except with regard to whether or not the Employer complied with the terms of this Agreement.

Section 6: The arbitrator may not award back pay for any time preceding the event which gives rise to a timely filed grievance.

Section 7: An arbitrator may only hear one case at any given time. Multiple issues cannot be decided upon by the same arbitrator, unless mutually agreed to in writing by both parties.

## **ARTICLE 8 - DISCIPLINE AND DISCHARGE**

Section 1: It is agreed that the right to discipline any employee is retained by the Company. The Company will impose discipline only for just cause.

Section 2: For discipline situations that are appropriate for progressive discipline such as attendance problems or other job performance issues, the progressive steps shall be:

- 1) First Written Warning
- 2) Second Written Warning
- 3) Final Written Warning and Suspension
- 4) Termination



The above steps may not be followed in instances where the employees' behavior or actions warrant a shorter process.

**Section 3:** In cases of severe misconduct, employees may be discharged without prior notice. Examples of severe misconduct include, but are not limited to, the following:

- a. Unauthorized possession, use, sale, or distribution of alcoholic beverages on Company or client premises; (Violations of ARAMARK'S Alcohol Policy will be handled in accordance with the terms and conditions of the Policy)
- b. Possession, use, sale or distribution of illegal drugs or other controlled substances;
- c. Theft;
- d. Insubordination;
- e. Fighting;

The above types of misconduct are illustrative only, and in no way present an inclusive list of actions which may result in immediate discharge.

**Section 4:** Attendance issues shall be considered on a separate disciplinary track from other issues.

**Section 5:** The Company shall furnish a copy of each warning notice to the employee with another copy to the Union.

The Company will endeavor to administer disciplinary actions within seven (7) calendar days of the event. The parties recognize there may be justifiable business reasons why this may not be possible.

The Union's time limit for filing a grievance protesting the disciplinary action in this instance shall not begin until they receive a copy of the written disciplinary notice.

**Section 6:** Employees shall be granted a request for Union representation during any investigative interview which may result in discipline of the Employee and any meeting where discipline is administered.

**Section 7:** The Employer shall, at reasonable times and at reasonable intervals, upon the request of an employee, permit that Employee to inspect his or her personnel file on the Employee's own time during regular office hours and with a Company representative present. This inspection shall be permitted within a reasonable period of the Employee's written request, provided that this falls within regular business hours. Employees are not permitted to remove any part of the personnel file.

**Section 8:** A copy of all written disciplinary notices shall be given to and signed by the Employee. Signing of the notice shall not be deemed an admission of wrongdoing but shall simply be an acknowledgement of receipt. Reasonable effort shall be made to present the disciplinary notice to the Employee with as much privacy as is practicable under the circumstances. Notices of warnings or discharges will be forwarded to the Union.

**Section 9:** The Company agrees that warnings, notices and written reprimands (including disciplinary suspensions) will not be considered in future warnings, reprimands or discipline provided that the employee has received no further disciplinary action of any kind for a period of twelve (12) months from the date of the discipline, subject to Section 4.

Disciplinary documents excluded from consideration above may be used as evidence that the employee was aware of the rule or policy.

### **ARTICLE 9 – NON-DISCRIMINATION**

**Section 1:** The Company and the Union agree that they will not discriminate against or harass any of the Company's employees because of the employee's race, color, religion, sex, sexual orientation, age, national origin, disability, veteran status or any other personal characteristic that is protected by applicable law. The Company and the Union also agree that they will not retaliate against any of the Company's employees who complain of discrimination or harassment or who participate in an investigation regarding discrimination or harassment. Any differences or disputes arising under this Article should be initially submitted through the Grievance and Arbitration provisions of Article 6.

### **ARTICLE 10 – PROBATIONARY PERIOD**

**Section 1:** The Company and the Union agree that the employment of competent and capable personnel and continuity of employment of trained personnel is necessary for the satisfactory operation of the Company's business and execution of its obligations.

**Section 2:** Newly hired employees shall be considered probationary for a period of forty (40) worked days from the date of employment, excluding all time lost for any reason whatsoever. The Company may, in its sole discretion, extend the probationary period by a period of twenty (20) worked days by notifying the employee and the Union in writing of its intention to do so prior to the expiration of the initial period of forty (40) worked days

**Section 3:** At any time during the probationary period, the Company may discharge, discipline, or lay off such employee at will. Such action shall not be subject to the grievance or arbitration provisions of this Agreement.

## **ARTICLE 11 — SENIORITY**

**Section 1:** Seniority shall be that period of continuous employment at Mt. Pleasant Public Schools, Mt. Pleasant, Michigan with the Mt. Pleasant Public Schools or the employee's last date of hire.

**Section 2:** An employee will not be subject to the seniority related provisions of this Agreement or placed on any seniority list until after they have completed the probationary period described herein.

**Section 3:** An employee shall lose all seniority and shall be deemed to have terminated employment with the Company:

- a) if an employee voluntarily left the employment of the Company;
- b) if an employee is terminated for cause;
- c) if an employee has been laid off and fails to return to work within ten (10 ) working days of the mailing of a recall notice by registered mail to the employee's last known address (it shall be the employee's responsibility to keep the Company informed of any change in the employee's address);
- d) if a laid off employee fails to return to work within two (2) days of receiving such recall notice as described in subsection (c) above.
- e) if an employee is laid off and not recalled within twelve (12) months or the length of their seniority whichever is the lesser from the date of lay off;
- g) if an employee is absent due to non-occupational illness or accident for a period of six (6) months from the date the accident occurred or the illness commenced;
- h) if an employee is absent due to occupational illness or accident for a period of twelve (12) months from the date the accident occurred or the illness commenced;
- i) if an employee on leave of absence accepts other employment except as provided for under Leaves of Absence Section 2;

- j) if an employee overstays a leave of absence granted by the Company without securing an extension from the Food Service Director or his designee;
- k) if an employee is absent from work for three (3) or more consecutive working days without notification to the Company;

Section 4: Bargaining unit employees who accept promotion or transfer out of the bargaining unit shall lose all bargaining unit seniority.

Section 5: Seniority shall be the governing factor in making temporary assignments between classifications provided the employee has the qualification(s), skill(s) and ability to perform the work.

### **ARTICLE 12 — LEAVES OF ABSENCE**

Section 1: The Company shall administer leaves in accordance with the FMLA as amended from time to time.

Section 2: In the event an employee is hired or appointed to short-term employment with the Union, the employee will be allowed to take an unpaid leave of absence subject to the Employer's legitimate business needs. The employee shall provide a minimum of fourteen (14) calendar days notice of such request. Such leave shall not exceed ninety (90) calendar days. No more than one (1) employee may be granted such leave at any one (1) time. If applicable, the Employer shall continue to pay for the employee's benefits during such leave provided that the Union and/or the employee reimburses the Employer in full for such benefits beginning on the first day of the month following the commencement of such leave. During such leave, the Employer will continue the seniority of the employee on leave and the accrual of benefits based on seniority.

Up to two (2) stewards shall upon notice to the Company be given two (2) unpaid leaves annually to attend Union training.

Section 3: The Company will comply with the applicable provisions of USERRA, as amended, governing leaves associated with service in the armed forces.

Section 4: Upon written notice to the Employer, an employee with at least one (1) year of service may apply for a personal leave of absence of up to thirty (30) calendar days. An employee must submit a written request at least thirty (30) calendar days in advance; however, the Employer will consider exceptions for unforeseen circumstances. The application shall specify the reason and the requested length of time for leave. The leave may be extended for thirty (30) calendar days by mutual agreement of the parties

in writing in advance of the conclusion of the original leave and will not be unreasonably denied. The employee shall give a minimum of fourteen (14) calendar days notice of such request. All leave requests shall be approved in the sole discretion of the Employer and must include a return to work date.

**Section 5:** Holidays, vacations, sick days, and other benefit entitlements shall not continue to accrue during any leave of absence, except as required by applicable law and Section 2.

**Section 6:** An employee returning from an approved leave shall be entitled to reinstatement to his/her position, hours, and work unit unless the position has been eliminated or modified as a result of layoffs or other legitimate business needs. In such event, the employee may use their seniority as provided for in Article 13 - Layoff and Recall.

### **ARTICLE 13 – LAYOFF AND RECALL**

**Section 1:** In the event of a reduction in the workforce, seniority will be the determining factor in the Company's decision regarding which employees are retained; provided the remaining employees have the necessary qualification(s), skill(s) and ability to perform the work available.

**Section 2:** In the event of a layoff a seniority employee will exercise their seniority as follows:

**Step 1:** to displace the most junior employee in their classification in their location

**Step 2:** to displace the most junior employee in their classification in the bargaining unit

**Step 3:** to displace the most junior employee in the bargaining unit in a lower rated classification

In order to exercise their seniority the employee must have the necessary qualification(s), skill(s) and ability to perform the work available.

**Section 3:** Employee(s) on lay-off shall be recalled in the inverse order of lay-off, provided the employee(s) being recalled has the qualification(s), skill(s), and ability to do the work available.

**Section 4:** Where a lay-off is of a temporary nature not to exceed five (5) working days, the Company may lay off junior employee(s) by classification in the location and employees may not exercise their seniority to displace any other employee.

## **ARTICLE 14 – JOB POSTING**

- Section 1:** The Company shall post notice of a permanent job vacancy within the bargaining unit for five (5) working days.
- Section 2:** The factors the Company will use in its evaluation of bidders for a vacant position are: qualification(s), skill(s), and ability. Where employees have the qualification(s), skill(s), and ability to perform the work, seniority shall be the governing factor.
- Section 3:** The position to be awarded no later than five (5) work days following the posting, the successful bidder to be placed in the job no later than fourteen (14) work days following the awarding of the position.
- Section 4:** It is agreed that a successful bidder will not be entitled to bid on any other vacant positions for a period of six (6) months from the day the employee assumes the new position.
- Section 5:** The Company will post the initial permanent job vacancy and the second permanent job vacancy if applicable. The Company reserves the right to fill any other job vacancy in its own discretion without posting.
- Section 6:** The first thirty (30) calendar days shall be considered a probationary period. During this probationary period the Company may disqualify the employee, or the employee may elect to return to his/her prior position. In the event of a disqualification or request to return to the previous position that employee may not bid again for a period of six (6) months.

## **ARTICLE 15 - ETHNIC DIVERSITY AND CULTURAL ISSUES**

- Section 1:** The parties recognize that recent immigrant workers are employed by the Employer and are a vital element to the success of the facility. While English is the language of the workplace, the Employer recognizes the right of employees to use the language of their own choice amongst themselves.
- Section 2:** The Employer is committed to a program to improve its ability to communicate with employees who do not communicate in English. To that end, the Employer agrees that where there is a communication difficulty with a particular employee, on request the Employer will provide a translator chosen by the employee to facilitate communications, so long as the individual is on the premises at the time requested.

## **ARTICLE 16 - BARGAINING UNIT WORK**

**Section 1:** Non-bargaining employees shall not perform bargaining unit work, except where there are no bargaining unit employees with the qualification(s), skill(s) and ability to perform the work available; or when the work performed is necessary in an emergency; or for the purpose of instruction; or during short peak periods.

## **ARTICLE 17 – UNION SECURITY**

**Section 1:** In the manner and to the extent permitted by law, membership in the Union shall be required as a condition of employment of each employee on and after the completion of the probationary period or the thirtieth (30th) day following the execution of this Agreement, whichever is later. All employees who are or become members of the Union shall, as a condition of employment, remain members during the term of this Agreement, to the extent permitted by law. Union membership is required only to the extent that employees covered by this Agreement must pay the Union's periodic dues and fees or such other amounts as may be authorized.

**Section 2:** During an employee's first week of work, a union steward or designee will have the opportunity to meet with the employee for fifteen (15) minutes starting five (5) minutes before the employee's regular break time in order to provide the employee with an orientation to the Union. Neither the new employee nor the union steward (or designee) shall have his/her pay reduced as a result of time spent in the meeting.

## **ARTICLE 18 - UNION DEDUCTIONS**

**Section 1:** The Employer agrees to deduct bi-weekly (or other frequency if the pay period is not bi-weekly) from the wages of the employees covered under this Agreement, regular initiation fees and membership dues for the Union, as said employees individually authorize the Employer to deduct.

**Section 2:** The Employer shall remit each month to the Union, the amount of deductions made for that particular month including initiation fees, reinstatement fees, membership dues, permits and arrears, together with a list of employees for whom such deductions have been made, a unique identification number for each listed employee, and the gross pay amount per week/month. The list will indicate all official personnel actions that result in a change in status of bargaining unit members, including new hires, terminations, promotions, etc. The information shall be in computer readable electronic form, whenever possible. The remittance shall be forwarded not later than the twentieth (20<sup>th</sup>) of the month following the month in which deductions were made.

- Section 3:** In the manner and to the extent permitted by law, employees shall become and remain members of the Union in good standing upon completion of thirty (30) days of employment with the Employer or thirty (30) days after the effective date of this Agreement, whichever is later.
- Section 4:** In order to simplify the Employer's and the Union's administration of this section, the Employer shall, upon the hiring of new employees, give each employee an application for union membership and dues check-off authorization form. The Employer shall remit the completed forms to the Union monthly.
- Section 5:** The Union shall certify to the Employer, in writing, the current rate of its membership dues and initiation fees. If the Union changes the rate of its membership dues, it shall give the Employer thirty (30) days written notice prior to the effective date of such change.
- Section 6:** The Union shall indemnify and hold the Company harmless 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 for the purpose of complying with any provisions of this article or any other provision of this Agreement relating to any requirements of membership in the Union or obligations of Union members or by reason of the Company's reliance upon any list, notice, request or assignment furnished under any such provisions or by reason of any action taken or not taken by the Union by reason of the Union referral provisions of this Agreement.
- Section 7:** The Employer shall deduct, from the gross wages or salary of each employee who voluntarily executes a political action committee (PAC) payroll deduction authorization form provided by the Union, the contributions at the frequency of deduction so authorized on that form, and remit those contributions to the Union at the same time that the Employer remits to the Union the Union dues that are separately voluntarily authorized by employees to be deducted from their gross wages or salaries and remitted to the Union pursuant to this Article. The Employer may remit PAC contributions and Union dues to the Union by a single check or wire transfer, or by separate checks or wire transfers. With each PAC contribution remittance the Employer shall provide the Union with a written itemization setting forth as to each contributing employee his or her name, a unique identification number for each listed employee, rate of PAC payroll deduction by the payroll or other applicable period, and contribution amount. The parties acknowledge that the Employer's costs of administration of these PAC payroll deductions have been taken into account by the parties in their negotiation of this Agreement and have been incorporated in the wage, salary, and benefits provisions of this Agreement



**Section 8:** The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that shall rise out of or by reason of action taken by the Employer in reliance upon said political action committee (PAC) payroll deduction authorization forms submitted by the Union or the Employer.

**ARTICLE 19 – SHOP STEWARDS AND VISITATION**

**Section 1:** The Union may elect or otherwise appoint four (4) Union Stewards, with one (1) acting as Chief Steward.

**Section 2:** The Union shall keep the Company notified in writing of the name of the stewards and the effective date of their appointments. The Company shall not be required to recognize a steward until so notified in writing of the election or appointment of such individual.

**Section 3:** Time necessarily spent by Stewards in the processing of grievances shall not interfere with the service and normal operations of the Company, and when outside of scheduled hours shall not be paid for by the Company. Such time shall not exceed one (1) hour per week, excluding time spent in grievance and discipline meetings.

**Section 4:** This Section provides a Union visitation process that will ensure the proper balance between operations and the accredited representative visitation to the Employer's public and private business areas for the purposes of conferring with the Employer and the Union Steward and monitoring the administration of this Agreement. Management can withhold access to the premises for legitimate reasons. However, access will not be unreasonably withheld.

An authorized representative of the Union will notify the Food Service Director or authorized designee in advance of arriving on the Employer's or client's premises of their desire to visit. Upon arrival on the Employer's or client's premises, the Union accredited representative will notify the Food Service Director or authorized designee, in person, of his/her presence prior to speaking to any employee. At that time, the Food Service Director or authorized designee will inform the Union accredited representative if there are any business reasons for limiting the Union's visitation with employees or visiting the premises. Such visitation shall not interfere with the work of the employees or the service to the customers of the Employer and will follow the client's security regulations.

**Section 5:** The Union shall have the right to have notices posted on a single bulletin board(s) designated for such purpose. All such notices will be submitted to the Food Service Director or the designated management

representative. Postings shall not include anything of a political nature or contain material critical of the Company, and/or the client.

**Section 6:** Employees shall be permitted to wear a one-inch Union button while performing their duties, provided the wearing of such button does not pose a hazard to the public, the employee, or machinery, and the button is not inflammatory, defamatory, or disparaging toward the Employer or the Employer's client. The parties agree that button content is restricted to Union identification and shall contain no messaging of any kind.

## **ARTICLE 20 – WAGES**

**Section 1:** The regular straight-time hourly wage rates and corresponding classifications are set forth in Schedule "A" attached to and forming part of this Agreement.

**Section 2:** Out of Classification Work. When an employee performs work in a classification which is rated at a higher pay than the employee's regular classification for a period of at least two (2) hours, such employee shall receive the higher rated classification pay for actual time worked in such higher classification.

**Section 3:** Employees may participate in the Employer's direct deposit system on a voluntary basis.

**Section 4:** All employees shall be compensated at their regular rate of pay for any training required by the Employer.

**Section 5:** The Employer has the right to establish new job classifications. The Employer shall give the Union seven (7) days notice of its intent to implement a new classification and the rate of pay for the new classification. Upon request, the Employer will provide the Union with the opportunity to discuss the proposed pay rate prior to implementation.

## **ARTICLE 21 - INSURANCE**

**Section 1: Eligibility:** All regular full-time employees, (those on a regular schedule of thirty (30) hours per week or more) effective the first of the month following ninety (90) days of employment, shall be eligible to participate in the Employer's health, dental, vision and life insurance programs described below. The plan(s), the plan design(s) and schedule(s) of benefits may be adjusted from time to time in line with changes in the Plan(s) for all ARAMARK employees. Other changes include a change in the insurer, health maintenance organization, or other service provider that provides the benefits or establishes the network of participating providers.

Employee contributions for benefits will be at the standard ARAMARK rates and are subject to change from time to time.

A. Life Insurance:

Life Insurance in the amount of five thousand dollars (\$5,000.00) shall be provided by the Company at no cost to the employee.

B. Health Care Coverage:

ARAMARK will provide to eligible employees all available ARAMARK medical insurance plans. The employee contribution towards the required monthly premium shall be in accordance with the required monthly contributions set forth in the plan description. It is understood and agreed that the schedule of benefits, insurance carrier, plan description, and employee contributions may be changed, altered, or adjusted from time to time in line with changes in the benefit plan for all ARAMARK employees.

C. Dental and Vision Coverage

ARAMARK will make available to the food service employees the ARAMARK Dental and Vision plans to eligible employees. Eligible employees who purchase either plan will pay one hundred percent (100%) of the required monthly premiums.

D. Weekly Disability Benefits

ARAMARK will make available to eligible employees a Weekly Income plan. Eligible employees who purchase the Weekly Income plan will pay one hundred percent (100%) of the required monthly premiums

Section 2: Upon termination of employment, all insurance coverage shall cease immediately with the following exceptions:

1. For employees taking leaves of absence described in Article 12, the Employer will continue insurance coverage until the end of the month in which the leave commences provided that the employee has made all premium co-payments. If a leave extends longer than the initial month, insurance coverage is governed by COBRA. Life insurance will continue for the full period of the leave.
2. For employees on Union leave, see Article 12, Section 2. Life insurance will continue for the full period of the leave.
3. If an employee is granted an unpaid leave of absence in accordance with the FMLA, coverage shall continue for up to twelve (12) weeks, provided all regularly required premium contributions are received. Life insurance will continue for the full period of the leave.

## **ARTICLE 22– ARAMARK HOURLY 401(K) PLAN**

**Section 1:** The Company will make the ARAMARK Hourly 401(k) Plan available to employees who are covered by this Collective Bargaining Agreement after they have one (1) year of service with ARAMARK, as follows:

**Employee Contributions:**

(a) **Mandatory:** In order to participate, the employee must contribute at east one percent (1%) of their pay.

(b) **Voluntary:** Employees may elect to contribute additional money to the plan via payroll deduction up to the maximum allowable by law.

**Company Contributions:**

The Company will match employee contributions one hundred percent (100%) up to a maximum Company contribution of three percent (3%).

Covered contribution is defined as earnings during a plan year including overtime, paid time off for vacations, holidays, etc., but excluding Company contributions for benefits (i.e. group insurance, life insurance, etc.)

**Section 2:** **Vesting:** Employees on the ARAMARK payroll as of January 27, 2011 shall be immediately vested in the ARAMARK Hourly 401(k) Plan. Employees hired after January 27, 2011 shall vest in accordance with the ARAMARK Hourly 401(k) Plan vesting schedule.

## **ARTICLE 23 – HOURS OF WORK AND OVERTIME**

**Section 1:** Any hours worked by an employee in excess of forty (40) hours per work week, or as otherwise required by law, shall be compensated at the rate of time and one half (1-1/2) the employee's regular straight-time hourly rate. Holiday, vacation, sick and benefit hours do not count toward overtime, only hours actually worked.

**Section 2:** There shall be no pyramiding or duplication of overtime or premium pay.

**Section 3:** The work week shall commence with and reflect the pay cycle of the Company, which begins on 12:00 a.m. Thursday and ends on 11:59 p.m. Wednesday. The Company will provide the Union with thirty (30) days notice in the event of changes to the pay cycle.

**Section 4:** The Company maintains the right to schedule shifts in accordance with work requirements. Starting times, quitting times, shifts, and the arrangement of shifts shall be determined on an ongoing basis by the Manager subject to the following:

- a) Regular work schedules shall be posted at least two (2) weeks ahead of time, whenever possible.
- b) In the event that an employee's schedule is modified after it is posted, a supervisor will, if possible, communicate directly with the affected employee with regard to the schedule change.
- c) Where practicable seniority shall be taken into consideration in scheduling the hours of work in a classification.
- d) Schedule changes may be a topic of Labor Management meetings with both parties seeking to balance production requirements and employee stability.

**Section 5:** Nothing in this Agreement or any work schedule shall be construed as a guarantee of the hours of work per day or any other period of time, or as a guarantee of starting or quitting times. Subject to the other provisions of this Agreement, employees will only be paid for hours actually worked.

**Section 6:** All employees covered by this Agreement will be permitted to take one (1) fifteen (15) minute paid break for each four (4) hours of work. Breaks will be scheduled by the manager. Employees who work six (6) or more hours in a day shall receive a one-half (1/2) hour unpaid meal break to be scheduled by the manager or designee. The Company shall schedule any mandated work breaks to avoid interference with or interruptions to the efficient operations of the facility. It is understood and agreed that the timing of the break period may vary depending on the nature of the work being performed by the employee at the time. It is recognized that under certain conditions it will be impossible for employees to take a break until the job then being performed has been completed.

**Section 7:** An employee unable to report for work due to sickness or other justifiable reason shall notify the employee's immediate supervisor as early as possible, by leaving a message with a member of management or on the Company's designated telephone number for this purpose, but in any event not later than one (1) hour before commencement of the shift for which the employee was due to report unless circumstances beyond the employees control prevent such notification.

**Section 8:** The Company reserves the right to demand medical evidence of an employee's condition that renders him unable to report to work for a period of three (3) days or longer. The three (3) day period shall not apply in cases where there is a pattern of absences, excessive absences or suspected abuse where the employee and Union have been advised of this prior to the absence.

In addition, the Company reserves the right to send the employee for a second medical opinion, from a physician selected by the Company, at the Company's cost.

**Section 9:** In the event overtime is required, the Food Service Director or his designee shall use the procedures below in the order in which they appear:

a) employees at the work location in the affected classification will be offered the overtime in order of seniority

b) the Company will require employees with the qualification(s), skill(s) and ability to perform the work in inverse order of seniority. Employees who refuse may be subject to disciplinary action

After (a), (b) are completed the Company is free to fill the position from any available source.

Prior to requiring employees to work under section (b) the Company may, in its discretion, solicit volunteers from other classifications by seniority who have the qualification(s), skill(s) and ability to perform the work.

**Section 10:** The Employer shall provide a free meal as determined by management to employees who are eligible for a meal period.

#### **ARTICLE 24 – OVERTIME AND PREMIUM PAY**

**Section 1:** Employees performing work in excess of forty (40) hours per week shall be compensated at the rate of time and one-half (1½) their regular pay.

**Section 2:** Hours of work shall not be reduced during an established work week or work schedule solely for the purpose of avoiding overtime payment.

**Section 3:** For purposes of this Article, the principle of seniority will be utilized in determining the selection of employees for overtime work on a building-wide basis by job classification. The most senior employee, based upon service in the building in classification for which overtime is available, shall be offered overtime first and then a cycle of rotation shall occur until the list is exhausted. The cycle will then return to the most senior employee. If no volunteers respond in the building and in the job category for which overtime is available, overtime shall then be assigned in inverse seniority order by classification in the building where the overtime is occurring. This system will continue at the building level until the necessary overtime hours are filled. Any employees refusing overtime in their turn shall lose their place on that cycle of the overtime list, and shall not be eligible until the next turn on the list.

**Section 4:** Overtime shall be paid in the pay cycle following that in which the overtime is worked.

**Section 5:** Whenever possible, scheduled overtime shall be posted the day before such overtime is scheduled. Employees working overtime shall be permitted to make such necessary notification to their homes and families.

**Section 6:** Employees shall be expected to work a reasonable amount of overtime when requested.

### **ARTICLE 25– JURY DUTY**

**Section 1:** An employee who has completed the probationary period and who is required to report and serve as a juror, as prescribed by applicable law, and who does so serve during hours in which the employee would otherwise be working for the Company (exclusive of overtime hours) shall be paid an amount equal to the difference between the total amount of jury pay received for the day and the amount the employee would have received in pay from the Company had the employee not been required to serve as a juror. Said payment shall be based on the employee's straight time hourly rate and the number of hours the employee is regularly scheduled to work. In order to receive the payment herein referred to, the employee must give the employee's supervisor a copy of the summons prior to the day of service and submit documentation of payment for such service.

**Section 2:** The Company's obligation for pay as described in Section 1 above shall be limited to twenty (20) workdays per calendar year.

### **ARTICLE 26 – BEREAVEMENT LEAVE**

**Section 1:** This benefit is available for employees who have completed probation prior to the death of a covered family member and who are scheduled to work.

**Section 2:** In the event of death in the immediate family of an employee, bereavement leave with pay will be permitted for a maximum period of three (3) scheduled work days for the purpose of bereavement and/or attending the funeral and providing for matters incident to the death. Such absences shall be permitted within three (3) calendar days prior to or following the funeral. Employees shall be paid at their regular rate of pay times their regular hours worked. To be eligible for such pay, employees will be required to furnish proof of attendance at the funeral and relation to the deceased if so requested by the Company.

**Section 3:** For the purposes of this Article, the term "immediate family" shall be defined as current husband, current wife, current domestic partner,

children or step-children, parents or legal guardian, step-parents, brother, sister, grandparents, grandchild, current mother-in-law, and current father-in-law.

Section 4: Additional time off up to two (2) additional days may be granted to an employee, without pay, when the employee must travel five hundred (500) or more miles to attend the funeral of those mentioned above.

### **ARTICLE 27– REPORT IN PAY**

Section 1: Regularly scheduled employees shall be guaranteed a minimum of two (2) hours work or pay at their applicable rate on a day they are required to report to work, unless the Employer notifies them not to report to work at least one (1) hour in advance by calling them at their last known telephone number provided by the employee to the Employer or timely radio notification that school is closed shall constitute adequate notification.

Section 2: Section 1 of this Article shall not apply to mandatory meetings held by the Employer for which a session has been scheduled to begin or end within two (2) hours of the employee's scheduled shift. In such cases, employees will be paid for actual time spent at the applicable rate for their regular job classification.

Section 3: Employees must perform any work assigned by the Employer.

Section 4: Section 1 of this Article shall not apply to circumstances beyond the Employer's control such as fire, flood, natural disaster or an Act of God.

### **ARTICLE 28 - CALL IN EMERGENCY**

Section 1: When an employee is called during the employee's time off to report for a work assignment outside of the employee's scheduled shift, it shall be considered a call-in emergency. However, when an employee is requested to remain late on a day on which the employee has reported for work or when prior to leaving work, an employee has been requested to report for work on a subsequent day at either the employee's regular or non-regular starting time, it shall not be considered a call-in emergency.

Section 2: Payment for time worked on call-in emergency shall not be less than two (2) hours at the employee's regular straight-time hourly rate. Employees shall perform any such tasks as assigned.



## **ARTICLE 29 - CHANGES IN HOURS**

**Section 1:** In the event that the scheduled hours in a particular school are reduced, then the least senior employee in that school, in the affected classification, shall have their hours reduced first and so on. The affected employees shall have the right to bump a less senior employee in the same classification in a different school to retain their hours.

**Section 2:** In the event that the scheduled hours in a particular school for a given classification are increased, then the most senior employee in the given classification involved shall be affected first and so on.

## **ARTICLE 30- HOLIDAYS**

**Section 1:** During the term of this Agreement regular employees who have completed their probationary period with the Company shall be eligible for the following paid holidays in accordance with Section 2 below:

Thanksgiving Day  
Day after Thanksgiving  
New Year's Day  
Good Friday  
Memorial Day

**Section 2:** Pay for a holiday not worked shall be a sum equal to the employee's regularly-scheduled daily hours multiplied by the employee's regular straight-time hourly rate.

**Section 3:** Employees scheduled to work on any paid holiday shall receive their regular straight-time hourly rate for the hours they work on the holiday, and their holiday pay as defined in Section 2.

**Section 4:** To be eligible for and receive holiday pay, employees must work their complete scheduled workday prior to and following the holiday. Except where absence on either of said days results from the Employees being on approved leave for Union business, jury duty or bereavement leave.

**Section 5:** Any employee scheduled to work who fails to report on a holiday shall forfeit holiday pay for that day. Except where absence is caused by illness of the employee verified by a physician's certificate, if requested by the Company, or unless the employee is on jury duty or bereavement leave.

Section 6: In no event will an employee who is on lay off or leave of absence receive payment for any holiday which occurs during the absence.

### **ARTICLE 31 – SICK/PERSONAL DAYS**

Section 1: All regular full-time and part-time employees shall receive five (5) sick days on the first work day of each academic year. Employees shall receive a pro-rated number of days in their first year of employment after completing their probation. During the first year of this Collective Bargaining Agreement employees shall receive one (1) additional sick day for a total of six (6) days. Employees shall, in the third year of this Collective Bargaining Agreement, receive one (1) additional sick day for a total of seven (7) sick days.

Section 2: Employees may use their sick days as personal days if scheduled two (2) days in advance and approved by the Employer. Such approval shall not be unreasonably withheld. Employees do not need to schedule personal days in advance for bona fide emergencies.

Employees may use a sick day on a day when the campus is closed due to snow.

Section 3: Unused sick/personal days shall be paid out in the last pay period of the academic year at the rate of the employee's current amount of pay.

### **ARTICLE 32 – UNIFORMS AND PERSONAL APPEARANCE**

Section 1: The parties agree that personal cleanliness and appearance are important in food and/or facility service. It is the policy that all employees shall wear clean uniforms, maintain a high degree of personal cleanliness, and conform to hygienic practices while on duty.

Section 2: Three (3) shirts and three (3) aprons shall be given to employees at the beginning of each school year at no cost to the employees. The employees must wear other clothing and footwear as determined by the Employer. Transporters shall also receive one (1) jacket and one (1) rain slicker as needed.

Section 3: If the Employer provides uniforms, then employees will be required to launder and maintain the uniforms.

Section 4: If an employee destroys, damages, or loses their uniform, the employee will be responsible for the cost of replacement.

Section 5: Employees must wear the uniform as directed by the Employer.

Section 6: Except for a one-inch Union button as provided in this Agreement, no non-uniform apparel shall be worn.

### **ARTICLE 33 – MISCELLANEOUS**

Section 1: At all times during their employment, each employee will be required to comply with all applicable government, client, and any and all other statutory-related regulations in effect at the signing of this Agreement and those created and/or implemented after the signing of this Agreement.

Section 2: The Company shall have the right to install and monitor photographic, audio, and/or video recording equipment at any and all times at all client locations, with the exception of inside locker and/or restroom facilities, as deemed appropriate by the Company.

Section 3: Any employee, who is required to utilize their own vehicle on Company time and business to travel off the client location, shall receive a mileage allowance at the rate of the prevailing ARAMARK corporate rate in effect.

### **ARTICLE 34– SAVINGS CLAUSE**

Section 1: It is the intent of the parties to abide by all applicable federal, state, and local statutes covering the subject matters of this Agreement. Should any provision of this Agreement be declared illegal, all other provisions of this Agreement shall remain in full force and effect.

### **ARTICLE 35 - MANAGEMENT RIGHTS**

Section 1: The Union recognizes and agrees that all management rights, powers, authorities, and functions, whether heretofore or hereafter exercised and regardless of the frequency of their exercise, shall remain vested exclusively in the Company except where abridged by a specific provision of this Agreement.

Section 2: The exercise of the Company's rights includes, solely by way of illustration and not in any manner by way of limitation, the following: the full and exclusive control and management of its business operations; the determination of the scope of its activities, products to be manufactured or services to be rendered, and methods pertaining thereto; the relocation of such services and other business activities and operations; the materials, goods, products, services, equipment, and machinery to be acquired or utilized; the schedules of work, production schedules, and production standards; the right to schedule, require and assign overtime work; the

right to determine and amend the number of shifts, shift schedules, and hours of work for the entire department and individual employees; the right to establish, change, combine within a classification, or eliminate jobs, positions, and job classifications, as well as departments, sections, and units; the right to introduce or approve new technologies, procedures, methods, processes, facilities, fixtures, and equipment; the right to establish, maintain, change or enforce operations, procedures and policies; the right to maintain order and efficiency; the right to establish, maintain or change reasonable work standards; the right to establish, maintain and enforce reasonable work rules; the right to subcontract work that does not erode the bargaining unit for reasons including, but not limited to, economic conditions, the provision of branded products, safety concerns, client requirements, the degree of technical expertise required in the work, and the timing requirements of the project; the right to conduct internal audits of any and all aspects of operations; the determination of the number, size and location of its facilities or any part thereof; the extent, means, and manners by which its facility, departments, sections, units, or any part thereof shall be operated, located, relocated, remodeled, refurbished, maintained, or shut down; the right to terminate, merge, consolidate, sell or otherwise transfer its business, facility, departments, sections, units, equipment, or machinery; the right to make, change, and enforce safety and security rules; the determination of the number of employees, productivity levels, the assignment of duties, and the right to change, increase, reduce, transfer or interchange the same; the direction of the workforce, including but by no means limited to hiring, selecting and training of employees; the right to discipline, suspend, discharge for just cause, schedule, assign, lay-off, recall, promote, and transfer employees; make, enforce, and modify reasonable rules and policies.

Section 3: The Company retains the right to require employees to submit to physical examinations, alcohol and drug testing, and any other type of examination that the Company deems relevant to determine the employee's performance or ability to perform provided that such testing is performed under DHHS standards for controlled substances and the state DWI standard for alcohol and the application of said policy will only be after OSHA recordable accidents involving the need for outside medical treatment or reasonable cause situations where clearly discernible behavior is observed.

Section 4: ARAMARK employees at Mt. Pleasant, MI are subject to state mandated periodic criminal background and fingerprint checks. The School District reserves the right to terminate ARAMARK employees based on the results.

## **ARTICLE 36 - NO STRIKE OUT- NO LOCK OUT**

**Section 1:** No employee(s) shall engage in any strike, sympathy strike, sit-down, slow-down, sit-in, picketing, cessation, interruption, boycott, or other interference with the operations of the Company.

**Section 2:** The Union and its officers, agents, representatives, and members shall not directly or indirectly authorize, assist, encourage, ratify, condone, lend support to, participate in, or sanction any strike, sympathy strike, sit-down, slow-down, sit-in, picketing, cessation, interruption, boycott, or other interference with the operations of the Company.

**Section 3:** In addition to any other liability, remedy, or right provided by applicable law or statute, should any strike, sympathy strike, sit-down, slow-down, sit-in, picketing, cessation, interruption, boycott, or other interference with the operations of the Company occur, as soon as possible, the Union shall:

- a. Disavow such action by the employees.
- b. Advise the Company, in writing, that such action by the employees has not been called or sanctioned by the Union.
- c. Notify employees of its disapproval of such action and instruct such employees to cease such action and return to work immediately.

**Section 4:** Any employee who promotes, advocates, leads, encourages or participates in any strike, sympathy strike, sit-down, slow-down, sit-in, picketing, cessation, interruption, boycott, or other interference with the operations of the Company while this Agreement is in effect, shall be subject to discharge by the Company, without review under the grievance and arbitration procedures, provided an employee who violates any of the provisions of this Article will be subject to discipline up to and including discharge within the sole discretion of the Company, and without recourse to the arbitration procedure (an employee may arbitrate whether he or she committed a violation of this Article but not the disciplinary action taken by the Company when a violation has occurred).

**Section 5:** The Company agrees that it will not lock out employees during the term of this Agreement.

## **ARTICLE 37 – COMPLETE AGREEMENT**

This Agreement, reached as a result of collective bargaining, represents the full and complete agreement between the parties and supersedes all previous agreements, whether written or oral, between the parties.

**ARTICLE 38 – DURATION**

**Section 1:** This Agreement shall be effective from January 27, 2011 until January 26 2014.

**Section 2:** This contract shall automatically renew from year to year after January 26, 2014, unless notice, in writing, is given sixty (60) calendar days prior to the expiration date by either party that such party terminates the Agreement on the expiration date. Failure by either party to give such notice shall be deemed to be consent to a renewal of this Agreement for a period of one (1) year from the termination date affixed herein.

**Section 3:** Should negotiations be commenced to amend or modify this Agreement, the entire Agreement shall be extended and remain in full force and effect during the period of such negotiations until such time as a new Agreement is signed or either party terminates the extension period by giving the other party written notice by certified or registered mail. The extension of this Agreement will terminate thirty (30) calendar days after notice of termination is received

**ARAMARK EDUCATIONAL SERVICES, LLC**

**SEIU Local 517M**

Scott J. ... - FSD 5/9/11  
Date

Melanie Blackman 1/28/11  
Labor Relation Rep Date

David Palmer 5/11/11  
Date

Bonnie Perry 5/6/11  
Date

R. G. Beuntala 5/10/11  
Date

Holly M. Lopez 5/9/11  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## APPENDIX A

1.

<u>Classification Rates:</u>	Sept. 1, 2012	June 1, 2013
Lead HS	\$11.60	\$12.10
Lead MS	\$11.25	\$11.45
Transporter	\$11.25	\$11.45
Lead Elem	\$10.30	\$10.50
FSW	\$ 8.85	\$ 9 .05

New hires shall start at \$1.00 below the classification rate. New hires shall receive a \$.25 per hour increase *every* three (3) months until they reach the classification rate

The parties agree that this Collective Bargaining Agreement may be opened in June 2014, for the purpose of discussing wages only. The party seeking to open the Collective Bargaining Agreement for wages only must do so in accordance with the provisions of Article 38- Duration.

## 2. Catering

The practice where the Food Service Director handles a catering independently will continue.

If ARAMARK needs additional help with a catered *event*, employee(s) will be selected using the following procedure:

1. Sign up- In August and January of each school year, employees interested in after hour catering opportunities must sign up on a sheet to be posted in the break room of the high school. Employees will be notified of posting in *advance*. The posting will remain up for one (1) week.
2. Employees who perform catering will have to go through training given by the Food Service Director.
3. Qualified employees who have signed the catering posting will be offered the work, as soon as it is scheduled, by location, on a rotation basis.
4. Employees who are selected to work shall be paid their regular rate for time worked at the catering *event*. Their hours count toward the 40 hour O.T. threshold.

5. Employees who are asked and refuse will be treated as if they worked in the seniority rotation.
6. Employees who refuse twice shall have their name removed from the catering list until the next posting opportunity.



11-28-12 D.S.

**EXTENSION AGREEMENT**

This Extension Agreement is made and entered into by and between ARAMARK Educational Services, LLC. , doing business Mt. Pleasant Schools located in Mt. Pleasant Michigan hereinafter referred to as the "Company" and the Service Employees International Union, Local 517M hereinafter referred to as the "Union".

Whereas, the Company and the Union are parties to a collective bargaining agreement, hereinafter referred to as the "Agreement", covering certain food service workers at Mt. Pleasant Schools referred to above, effective for the period beginning January 28, 2011 and expiring January 27, 2014.

And Whereas, it is the desire of the parties to extend that collective bargaining agreement for a two (2) year period expiring January 27, 2015. The Agreement shall automatically continue in full force and effect thereafter unless terminated by either party by giving written notice as required by Article 28 - Duration, of the 2011 Agreement.

In consideration of the two (2) year extension the Company agrees to;

1. The Employer will pay employees who where on the Employers active payroll August 31, 2012 a one time payment of Two Hundred Dollars (\$200.00) less all required deductions.
2. Effective June 1, 2013 Increase the hourly classification rates by Twenty Cents (\$.20) per hour.
3. Effective June 1, 2014 to reopen the collective bargaining agreement of discussing wages only. The Party seeking to open the collective bargaining agreement for wages only must do so in accordance with the provisions of Article 38 - Duration.

ARAMARK Educational Services, LLC

Service Employees International

Union, Local 517M

R. G. Bruntz 12/3/12

Date

Debra Green 11/28/12

Date

November 16, 2012

**APPENDIX B**

**PAC Authorization Card**

**SEIU Local 517M**

**CHECK-OFF AUTHORIZATION FOR POLITICAL CONTRIBUTIONS FROM WAGES**

I, \_\_\_\_\_ hereby authorize and direct the PAYROLL DEPARTMENT OF \_\_\_\_\_  
(NAME OF EMPLOYER)

to deduct from my salary the sum of \$ \_\_\_\_\_ per week and to transmit that sum, divided in equal shares, to the Service Employees International Union Committee on Political Education ("SEIU COPE") and the UNITE HERE TIP Campaign Committee ("UNITE HERE Committee"). I understand that (1) only U.S. citizens and lawful permanent residents who are SEIU members or SEIU executive or administrative staff, or their family members, may contribute; (2) contributing to SEIU COPE or UNITE HERE Committee is not a condition of membership in SEIU, the Service Employees International Union ("SEIU") or UNITE HERE or any of their affiliates, and is not a condition of employment; (3) I may refuse to contribute without reprisal; (4) any guideline contribution amount proposed by Service Workers United, SEIU or UNITE HERE, including contributing to SEIU COPE and UNITE HERE Committee in equal shares as described above, are only suggestions, I may contribute more or less than that amount, and I will not be favored or disadvantaged by Service Workers United, SEIU or UNITE HERE because of the amount of my contributions or my decision not to contribute to SEIU COPE, UNITE HERE Committee or both; and (5) my contributions will be used for political purposes to advance the interests of the members of Service Workers United, SEIU and UNITE HERE, their families, and all workers, including support of federal and state candidates and political committees and addressing political issues of public importance.

NAME \_\_\_\_\_ SIGNATURE \_\_\_\_\_  
(PRINT YOUR FULL NAME HERE)

SOCIAL SECURITY NUMBER \_\_\_\_\_ DATE \_\_\_\_\_

ADDRESS \_\_\_\_\_  
(STREET) (CITY, STATE, ZIP CODE)

DEPARTMENT or SERVICE WORKERS UNION \_\_\_\_\_ POSITION \_\_\_\_\_

Federal law requires us to use our best efforts to collect and report the name, mailing address, occupation and name of employer of individuals whose contributions exceed \$200 in a calendar year.

Contributions or gifts to the Service Employees International Union Committee on Political Education or the UNITE HERE TIP Campaign Committee are not tax deductible.