# Collective Bargaining Agreement

Between

CHARTWELLS DINING SERVICES /
THOMPSON HOSPITALITY

At

ST. LOUIS PUBLIC SCHOOLS

AND

SERVICE EMPLOYEES INTERNATIONAL
UNION LOCAL 1 - MISSOURI DIVISION

July 1, 2011 through June 30, 2014

#20086

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ORIGINAL

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This Agreement made this 1st day of July 2011 by and between CHARTWELLS DINING SERVICES / THOMPSON HOSPITALITY SERVICES (hereinafter referred to as "CHARTWELLS " or "the Company") and SEIU LOCAL 1 – MISSOURI DIVISION (hereinafter referred to as the "Union").

## ARTICLE I - PURPOSE AND INTENT

The general purpose of this Agreement is to set forth the rates of pay, hours of work and conditions of employment which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Company, the employee, and the Union. Recognizing that the well-being of the Company and the job security of the employees depend on the Company's ability to continue to provide the proper facilities for those whom the Company serves, the Company, and the Union for and in consideration of the mutual promises, stipulations, and conditions hereinafter specified agree to abide by the terms of provisions set forth herein for the duration of this Agreement.

## ARTICLE II - RECOGNITION

The Company recognizes the Union to the extent required as the exclusive bargaining agent for the unit of employees engaged in food service in the St Louis Public School System and Construction Career Center. This Agreement shall not be construed to extend to or affect in any way any other phase of the Company's business. Included in the definition of employees are all regular full time and regular part time food service workers. Excluded are office clerical employees, guards, supervisors, call-in employees, temporary employees, relief employees, substitute employees, and all other employees of the Company.

## ARTICLE III - DEFINITION OF EMPLOYEE

Section 1. Regular Full Time Employee: An employee who has been hired on a permanent basis who has completed the probationary period as defined in this Agreement and is regularly scheduled for thirty two (32) hours or more per work week.

Section 2. Regular Part Time Employee: An employee who has been hired on a permanent basis who has completed the probationary period as defined in this Agreement and is regularly scheduled work Monday through Friday of the work week less than thirty two (32) hours.

Section 3. Call-in, Relief, Temporary, Substitute: An employee who is not scheduled on a regular basis, but who may be called in to work to fill vacancies caused by vacations, leaves of absence or sickness, or to perform extra work as needed as determined solely by the Company.

Section 4. Temporary employees shall be defined as those employees who are hired for a specific job for a period of time which shall not exceed ninety (90) consecutive work days, unless mutually agreed to between the parties hereto to extend said time limit, it being understood that it is in no way the intent of the Company to use these employees to displace regular employees or bargaining unit work. If a position still exists after 90 days it shall be filled by a permanent employee.

## ARTICLE IV - HARASSMENT

There will be no harassment, discrimination, coercion or intimidation by the Company or by the Union, its representatives, agents, or members against any employee because of race, creed, color, religion, sex, age, national origin, disability, sexual orientation, status as a Vietnam-era or special disabled veteran, membership or non-membership in the Union, or any other reason. Sexual Harassment is an insidious form of sex discrimination and it is prohibited. Sexual harassment is defined as unsolicited and unwelcome sexual overtures or conduct, verbal or physical, that threaten the employment relationship, which includes conditions of employment and personnel decisions, or creates a hostile, intimidating or offensive work environment.

Any employee who feels subjected to discrimination or harassment should immediately report it to his/her supervisor, Resident District Manager, or to the Human Resources Manager.

## ARTICLE V - NON-DISCRIMINATION

The Company and the Union agree that neither will discriminate in the hiring of employees or in their discipline, discharge or other transactions because of race, age, sex, color, religion, national origin, disability, marital status, height, weight, sexual orientation, political belief or veteran status, in regard to any position for which he or she is qualified.

The Company and the Union agree not to discriminate against any employee because of their Union membership or non-membership.

## ARTICLE VI - UNION SECURITY CLAUSE

It is understood and agreed by and between the parties hereto that as a condition of continued employment, all persons who are hereafter employed by the Company and who are covered by this Agreement shall become members of the Union not later than thirty-one (31) days following the beginning of their employment or the effective date of this Agreement, whichever is the later; that the continued employment of employees who are covered by this Agreement and who are already members in good standing of the Union shall be conditioned upon those employees continuing their payment of the periodic dues of the Union and that the continued employment of employees covered by this Agreement who were in the employ of the Company prior to the date of this Agreement and who are not now members of the Union shall be conditioned upon those employees becoming members of the Union not later than thirty-one (31) days following the execution date of this Agreement. New employees shall be on probation for a period of ninety (90) calendar days and shall have no seniority rights during that period, and may be discharged for any reason whatsoever within ninety (90) calendar days without prior notice at the sole discretion of the Company and such employees shall not have recourse to the grievance or arbitration procedure. [Un-worked time during the down periods (winter, spring and summer breaks) shall not be counted toward the probationary period.]

## ARTICLE VII - CHECKOFF OF DUES AND INITIATION FEES

Section 1. It is understood and agreed between the Company and the Union that the Company will deduct any back unpaid Union dues and initiation fees owed the Union (provided such indebtedness for dues or initiation fees was incurred during the employment with .the Company),as well as monthly Union dues and initiation fees from the first and second paycheck of the month in equal installments for all employees who have signed proper legal authorization for such deductions and who are covered by this Agreement. If the employee shall not be working during such payroll period there shall be no liability of the Company for failure to remit membership dues which may be owed by such employee.

In addition, the Company agrees to deduct and remit to the Union any voluntary payroll deduction contributions made by union employees to the Union's Committee On Political Education, (COPE), provided a fully executed written authorization form, (such forms to be furnished by the Union), is received from the employee.

Section 2. The Company further agrees to remit to the Treasurer of the Union, immediately following the check-off payday, all Union dues and initiation fees deducted from the paychecks of employees covered by this Agreement. The Secretary-Treasurer will inform the Company of any changes in the amounts of the dues and initiation fees.

Section 3. The Company further agrees to furnish to the Union an updated seniority list consisting of all bargaining unit employees every ninety (90) days. The seniority list shall include the following information: name, address, phone number, social security number, hire date, base wages per hour, job title/position held, shift and if the employee is part time or full time. The Company further agrees to provide a list of the terminated employees and new hires on a monthly basis to be included with the dues remittance.

## ARTICLE VIII - MANAGEMENT RIGHTS

Section 1. The Union recognizes and agrees that all management rights, powers, authority, and functions, whether heretofore or hereafter exercised, and regardless of their frequency or infrequency of their exercise, shall remain vested exclusively in Chartwells Dining Service, except where abridged by a specific provision of this Agreement. It is expressly recognized that such rights, powers, authority, and functions include, but are by no means limited to, the full and exclusive control, management and operations of its facilities; the determination of the scope of its activities, products to be manufactured or the services to be rendered, and methods pertaining hereto, the relocation of such servicing and other business activities and operations; the materials, goods, products and services to be acquired or utilized, and the equipment and machinery to be utilized, schedules of work and production schedules and standards; the right to schedule, require and assign overtime work; 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 procedures, methods, processes, facilities, fixtures and equipment or make technological changes; 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 housekeeping standards; the right to contract, subcontract, whether in-house or off premises, lease, license, transfer, convey or assign any processing, service or catering work, department, section, or unit, or other operation, outside the bargaining unit; 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, and the extent to which, as well as the means and manner by which, its facility, departments, sections, units or any part thereof, shall be operated, located, relocated, remodeled, refurbished, maintained, shut down; the right to terminate, merge, consolidate, sell or otherwise transfer its business facility, departments, sections, units, or any part thereof, equipment or machinery; the right to make, change, and enforce safety and security rules; the right to make, change, and enforce reasonable rules of conduct and the right to make, change, and enforce reasonable work rules; the determination of the number of employees, the assignment of duties thereto, and the right to change, increase, reduce, transfer or interchange the same and the direction of the working force, including but by no means limited to hiring, selecting and training of employees, and the right to discipline, suspend, discharge for just cause, schedule, assign, lay-off, recall, promote, and transfer employees.

The above enumeration of management's rights shall not be deemed to exclude other rights of management not specifically set forth.

It is the intention of CHARTWELLS and the Union that the rights, powers, authority and functions referred to herein shall remain exclusively vested in CHARTWELLS .

## ARTICLE IX - NO STRIKE/NO LOCKOUT

Section 1. Prohibition Against interrupted Operations: The Union agrees that during the term of this Agreement neither the Union, its agents nor its members will authorize, instigate, aid, condone, or engage in a strike, slowdown, or any other concerted interference with the operations of the Company. Any employee, group of employees, or Union Steward who instigates, aids, or engages in a strike, slowdown, or any other concerted interference with the operations of the Company may be reprimanded, disciplined, or discharged.

Section 2. Prohibition Against Lock-out: The Company agrees that it will not lockout the employees during the term of this Agreement.

## ARTICLE X - GRIEVANCE AND ARBITRATION

Section 1. It is the intent of the parties to this Agreement that the Grievance Procedure set forth herein shall serve as means for the peaceful settlement of disputes that may arise between them as to the application and interpretation of this Agreement. A grievance shall be an alleged violation of the expressed terms of this Agreement.

A written grievance shall contain the following:

1. The signature of the grievant or grievant's.
2. The specifics including the facts giving rise to the alleged violation.
3. The Article, section or subsections of this Agreement allegedly violated.
4. The date of the alleged violation
5. The relief requested

Section 2. Procedure. Grievances shall be reviewed in the following manner:

First Step: An employee who has a complaint must submit said complaint orally to his/her immediate supervisor within seven (7) calendar days after the occurrence of the event or after the employee would have reasonably known of the event upon which the complaint is based provided the appropriate Steward is present. The immediate supervisor shall give the employee an oral answer to the complaint within seven (7) calendar days after the complaint has been submitted.

Second Step: In the event the complaint is not settled as provided in the First Step, the complaint shall be reduced to writing upon an appropriate form furnished by the Union stating the facts upon which it is based, when they occurred, specifying the Section of the Agreement which allegedly has been violated, and the specific relief the grievant is seeking. It must be signed by the employee who is filing the grievance and the Steward and must be presented by the employee or Steward to the HR Representative or his/her designated representative within seven (7) calendar days after receipt of the First Step answer. The HR Representative or designated representative shall investigate and arrive at a decision regarding the complaint within seven (7) calendar days following receipt of the written grievance and shall give a written answer thereto to the Local Union President or his/her designated representative setting forth the Company's answer.

Third Step: If the grievance has not been resolved in the foregoing steps and the Union decides to carry the grievance further, the Union shall, within fourteen (14) calendar days; process the grievance to the Resident District Manager or his/her designated representative by setting forth the objections to the Second Step answer in detail and stating the reason therefore. The grievance reaching this Step shall be considered at a meeting between the Union's grievance committee and the Resident District Manager or his/her designated representative, which meeting shall be held not later than thirty (30) calendar days from the time the appeal was taken to this Step.

The Resident District Manager or his/her designated representative will give the Local Union President or his/her designated representative a written Step Three answer within fourteen (14) calendar days after such meeting unless such time has been extended by agreement between the parties hereto.

Section 3. In the event the grievance has not been resolved in the foregoing steps and the Union desires to carry it further, the Union shall within thirty (30) calendar days following receipt of the Third Step answer, advise the Company in writing that such answer is unacceptable and in such communication further advise the Company of its intent to arbitrate.

In the event the Union fails to notify the Company within thirty (30) calendar days of the Step Three answer of its intent to arbitrate the grievance shall be considered withdrawn by the Union.

The written grievance shall be arbitrated in accordance with the voluntary arbitration rules of the Federal Mediation and Conciliation Service (FMCS).

The impartial Arbitrator shall be selected by mutual agreement of the Company and the Union. If the parties are unable to agree, they will ask the Federal Mediation and Conciliation Service Office of Arbitrations Services (FMCS-OAS) to submit a list of five (5) arbitrators. Either party shall have the option of requesting a second and final panel of arbitrators from FMCS-OAS. The FMCS-OAS panels shall consist of arbitrators who are members of the National Academy of Arbitrators. The arbitrator shall be selected from said panel or panels by an alternate striking of names. The Union shall in all cases strike first and the parties shall thereafter alternate in the striking of the remaining names until a single name remains on the list, and that remaining name shall be designated the arbitrator. Arbitration hearings shall be conducted in accordance with the rules of the FMCS. Upon acceptance of the commission by the arbitrator, he shall, after hearings consistent with fair play and the law, render his award, which shall be final and binding upon the Company, the Union and the Grievant. The Arbitrator shall have no power to alter, modify, amend, enlarge, diminish or supplement the scope or meaning of the agreement as it exists. Each party shall bear its own expenses in connection with the arbitration, however, the expenses of the arbitrator shall be shared equally by the parties.

(ARTICLE X - GRIEVANCE AND ARBITRATION continued)

Section 4. The decision of the arbitrator shall be submitted in writing and shall be binding on the Company, the Union, and the Grievant. Multiple issues shall not be arbitrated by the same arbitrator unless by mutual consent and agreement of the parties. The Arbitrator shall have no authority to add to, subtract from, change or modify any of the provisions of this Agreement but shall be limited solely to the interpretation and application of the specific provisions contained herein. However, nothing contained herein shall be construed to limit the authority of an arbitrator, in his/her own judgment, to sustain, reverse or modify any alleged unjust discipline or discharge that may reach this stage of the grievance procedure. The expenses and fees of the Arbitrator shall be shared equally by the Company and the Union. The expenses and wages of witnesses and representatives of the Company shall be borne by the Company and the expenses and wages of witnesses and representatives of the Union shall be borne by the Union.

Section 5. Grievances which are not appealed within the time limits specified herein shall be considered to be settled on the basis of the Company's last answer. If the Company fails or neglects to answer a grievance within the time limits specified herein, the grievance shall automatically be referred to the next higher step in the grievance procedure except that nothing herein contained shall be construed to automatically advance a grievance to arbitration. It is understood and agreed that the time limits specified in this grievance procedure may be extended by mutual agreement between the Company and the Union.

Section 6. Any settlement arrived at between the Company and the Union of a grievance shall be reduced to writing and signed by the Company and the Union.

Section 7. Wherever the words "Working days" or "regularly scheduled working days" are used in this Agreement they shall be defined as those days which are scheduled for work between Monday and Friday (both inclusive) excluding holidays recognized under this Agreement.

Section 8.

A) The Company agrees that an employee should not be peremptorily discharged or disciplined without just cause. If it becomes necessary to discipline, suspend or discharge an employee, the initial action and notification by the Company will occur within a reasonable period of time after the Company has knowledge of the event giving rise to the action. However, in instances where the Company may conclude that an employee's conduct may justify suspension or discharge, such employee shall first be suspended. In cases of discipline, suspension or discharge, the Chief Steward, or in his/her absence, the appropriate unit Union Steward, shall be notified of the discipline and the reasons thereof as soon as reasonably possible. The Chief Steward or unit Union Steward, without loss of time or pay, will be allowed to discuss the discipline, suspension or discharge with the employee in a suitable area provided by the Company, before the employee is required to leave the premises

B) The Company shall decide within five (5) working days of the suspension whether such suspension shall be converted into a disciplinary lay-off or discharge. Should a disciplinary lay-off or discharge result, written notice of the action taken shall be given to the affected employee and Chief Steward.

C) In the event a suspended or discharged employee feels that he/she has been unjustly dealt with, said employee shall have the right to enter a grievance at Step 2 of the Grievance and Arbitration procedure. Such written grievance must be submitted to the Company within five (5) working days from the receipt of written grievance of the suspension of discharge to the employee. For the purposes of this Article, working days shall be defined as Monday through Friday, excluding Saturday, Sunday and holidays. If no grievance is filed within the time specified then such suspension or discharge shall be deemed to be absolute.

D) In imposing any discharge, suspension, disciplinary lay-off or other disciplinary action, the Company will not take into account disciplinary actions which occurred more than two (2) years prior to the current incident with the following exceptions: 1) acts of serious misconduct; 2) employee conduct which demonstrates a pattern serious enough to justify further discipline.

## ARTICLE XI - UNION REPRESENTATION

Section 1. The Union agrees that, except as specifically provided by the terms and provisions of this Agreement, employees shall not be permitted to engage in any Union activities on the Company's time or premises during working hours.

Section 2. The Union shall have the right to elect or designate Nine (9) Stewards, one (1) of these shall be the Chief Steward. In the absence of a steward, the Chief Steward or his/her designee shall handle a grievance. The Union shall notify the Company in writing of the names of the Union officers and Stewards and any changes thereto.

Section 3. The Chief Steward and Stewards shall be allowed sufficient time for the investigation and presentation of grievances without loss of pay. It is expressly understood that, in no event, shall any Union representative leave his/her work for grievance purposes as provided, in the grievance procedure without first notifying and obtaining the approval of the immediate supervisor, which approval shall be granted as soon as practicable after the urgent or critical aspects of the job have been completed.

Section 4. A representative of the Union shall have the right to visit employees for the purpose of grievance investigation on the Company premises provided he/she notifies the Company and a mutually agreeable time is arranged.

Section 5. Prior to imposing discipline or reprimanding an employee the supervisor will advise the employee that he/she will be disciplined or reprimanded and upon request will have a Steward present when issuing the discipline or reprimand.

## ARTICLE XII - SENIORITY

Section 1. Basis of Seniority: Service time for the purpose of this Agreement shall mean an employee's length of continuous service with the Company beginning with said employee's date of hire or last date of re-hire. All current employees who transferred from ARAMARK'S payroll to the Chartwells' payroll shall retain their pre-Chartwells' seniority for the purposes of job assignments, lay-off and re-call only.

Section 2. Probationary Period: The first ninety (90) calendar days during which the employee actually performs work as assigned and scheduled shall be considered a trial period. [Un-worked time during the down periods (winter, spring and summer breaks) shall not be counted toward the probationary period.] During said trial period, the employee may be terminated at the sole discretion of the Company for any or no reason whatsoever. Termination of an employee during the trial period shall not in any manner be subject to the grievance and arbitration provisions. Upon satisfactory completion of the probationary the employee's name shall be added to seniority list as of the employee's date of hire or date of re-hire. The Company agrees to notify the Local Union President in writing of new employees and their date of hire.

Section 3. Loss of Seniority: Seniority shall be considered broken or terminated:

a) If an employee quits, retires, or is discharged for just cause;

b) If an employee is absent for two (2) consecutive working days without notifying the Company;

c) If an employee fails to return to work from a layoff within seven (7) days from the date of notification;

d) If an employee is laid off from work for a continuous period equal to his seniority at the time of such lay off or twelve (12) months whichever is sooner;

e) If an employee is on a medical leave due to a non-industrial illness or accident for a continuous period equal to his seniority or twelve (12) months whichever is the lesser;

f) If an employee is on a medical leave due to an industrial illness or accident for a period of twelve (12) months;

g) If an employee fails to return to work at the expiration of a written leave of absence;

h) If an employee obtains any type of leave for the purpose of work elsewhere, including self-employment.

Section 4. Recall Procedures The laid-off employee shall report back to work within seven (7) days of written notice of recall, either by telegram, mailgram, or certified letter or verbally via telephone, and failing timely return to work within said period, said employee may, in the Company's discretion, lose all service time rights. For purposes of notice, the Company shall be entitled to rely upon the employee's last known address and telephone number as shown by the Company records. When the Company chooses the verified telephonic response as a method of recall notification, a Union Representative will be present when such calls are made.

## ARTICLE XIII - REDUCTION IN FORCE

Section 1. When it becomes necessary to lay off employees, probationary employees shall be the first to be laid off provided there are employees with seniority who are available and who can satisfactorily perform the available work with a break-in period but without training. Thereafter, the employees in the affected job classifications at the work location or building affected with the least seniority shall be the ones laid off provided senior employees in the job classification are available, and can satisfactorily perform the required work of such laid off employees with a break-in period but without training. In the event there are no employees with more seniority who are available and who can satisfactorily perform the available work of those scheduled for layoff, then the junior employee or employees in such job classification shall be retained, and the next least senior employee or employees shall be laid off.

Section 2. Employees who are scheduled for layoff, may within two (2) working days after receipt of notice of layoff, displace or bump an employee with less seniority in the same classification or in a lower rated classification, in the same building or in another building, provided he/she can satisfactorily perform the available work with a break-in period but without training.

Section 3. When an increase in the work becomes necessary, employees shall be recalled to the job classification from which they were initially laid off. The laid off employees with the most job classification seniority who can satisfactorily perform the available work with a break-in period but without training shall be the first to be recalled.

## ARTICLE XIV - POSTING AND BIDDING PROCEDURES

Section 1. In the event a non-entry level vacancy occurs in a classification covered by this Agreement and the Company determines it is necessary to fill said vacancy, it shall be posted for a period of five (5) calendar days in a conspicuous place in each building. The posting will include the job classification, hours and location. Employees who have completed their probationary period may apply in writing on forms provided by the Company. The Company and Union recognize that from time to time it shall become necessary to change the number of hours of a particular position or job. Therefore, in the event it becomes necessary for the Company to change the number of hours of a position by more than one (1) hour per day, and such change in hours is of more than thirty (30) days duration, the Company shall post the affected position for bids from employees within the same classification.

Section 2. Vacancies within a classification will be filled on the basis of seniority first, provided the senior employee has the qualifications. Vacancies in a higher rated classification will be filled on the basis of qualifications. In the event two (2) or more employees applying for the vacancy are determined to have equal qualifications seniority shall be the determining factor. The judgment of the Company is controlling as to the qualifications necessary to perform the job.

Section 3. Employees who are awarded vacant positions shall have a ten (10) day trial period. During the first five (5) days of the trial period the employee at his option may request to be removed from the position and be returned to his previous position. During the trial period the Company may disqualify the employee. In that event the Company will notify both the employee and Union Steward of the reasons for the disqualification. Employees who are awarded the vacancy shall receive the rate of pay for that classification.

Section 4. Once an employee has completed the trial period he shall be barred from bidding on any other position for a period of ninety (90) workdays.

(ARTICLE XIV - POSTING AND BIDDING PROCEDURES continued)

Section 5 The Company shall have the right to temporarily transfer employees from one job to another job irrespective of their seniority to cover for employees who are absent due to illness, accident, vacations or leaves of absence for the duration of such absences. Such temporary transfer shall not exceed thirty (30) working days. The Company shall have the right to temporarily transfer employees to fill temporary jobs and to take care of, unusual conditions or situations in excess of thirty (30) working days provided the senior employees in the affected job classification are offered the transfer first, which may arise for a period of not to exceed ninety (90) working days. Temporary transfers shall not be used to avoid the posting of a permanent opening or vacancy. However, nothing herein contained shall be construed to prohibit the Company from temporarily transferring employees to fill posted jobs from the time the posting goes up or until the time the successful bidder's trial period is over and he/she is permanently assigned thereto.

## ARTICLE XV - HOURS OF WORK

Section 1. The normal work day shall consist of the number of hours per day for each position or job as determined by the Company. All employees are expected to be at their assigned work station at the starting time as established by the Company.

Section 2. When overtime work is scheduled, the Company will endeavor to give the employees involved reasonable advance notice and will endeavor to distribute the opportunity to work the scheduled overtime as equitably as is practicable among employees in the same classification and location where the overtime work occurs. The Company shall keep a record of all overtime worked and shall endeavor to offer available overtime work to those employees with the least amount of overtime in the event there are an insufficient number of employees available to work the overtime, the least senior employee in the classification shall be required to work the overtime. New Hires shall be placed at the bottom of the overtime list. Employees who are offered but refuse overtime shall be charged for same. In the event an employee would have been offered overtime but was unavailable due to absence, he/she shall be charged said overtime. Employees who accept an overtime assignment and who fail to work the overtime will be charged with two (2) times the number of overtime hours accepted.

Section 3. When the work to be performed on an overtime basis is a continuation of a specific job that was being performed on a straight time basis immediately prior to the overtime period, it shall be considered as unscheduled overtime and may be performed by the employee or employees who were performing this specific job immediately prior to the occurrence of the overtime period.

Section 4. Overtime shall be paid as follows:

1) Time and one-half (1 1/2) the employee's respective regular hourly rate of pay shall be paid for:

a) For all hours worked in excess of eight (8) hours per day or forty (40) hours per week.

b) For all hours worked on a holiday as defined by this Agreement in addition to holiday pay.

c) All hours worked on the seventh ($7^{1h}$) consecutive day of work within a work week.

Section 5. It is understood and agreed that there will be no pyramiding of overtime pay or other premium pay under the terms and conditions of this Agreement.

## ARTICLE XVI - LEAVE OF ABSENCE

Section 1. Military Leave: An employee who is inducted into or who enlists voluntarily in the Armed Forces of the United States, in accordance with the provisions of the Universal Military and Service Act, 1951, as amended, and the Uniformed Services Employment and Reemployment Rights Act (USERRA) shall be granted a leave of absence and his/her seniority shall continue to accumulate during such period of induction or enlistment. Upon termination of the first such period of induction or enlistment, in accordance with the provisions of said Acts, he/she shall have such re-employment and other rights as may be provided under applicable Federal laws in effect at the time.

Section 2. Family and Medical Leave: Employees eligible for leave under the Family and Medical Leave Act (FMLA) of 1993 shall be granted such rights and privileges as provided in said Act.

Section 3. Union Education Leave: An employee who is selected by the Union to attend functions such as conventions, or educational conferences, shall be allowed time off without pay to attend such conferences and/or conventions provided two (2) weeks advance notice is given to the Company in writing. The total cumulative time allowed shall be one (1) Weeks' absence in any fiscal year. Such leave shall only be granted if in the judgment of the Resident District Manager the employee can be spared from work during the time the leave is requested, subject to the grievance procedure.

Section 4. Personal Leave: An employee may be granted a personal leave of absence without pay for good and sufficient reason of which the Company shall be the sole judge for a period not to exceed thirty (30) calendar days. All requests for a personal leave of absence must be submitted in writing to the Resident District Manager fifteen (15) days prior to the start of the leave. The request must include the reason for the leave, the start date of the leave and the expected date of return to work. A personal leave may be extended for up to an additional thirty (30) calendar days upon the submission of a written request submitted to the Resident District Manager no later than five (5) days prior to the termination of the original leave of absence, In no event shall a personal leave of absence be granted for the purpose of seeking other employment, accepting other employment, including self-employment. Failure to return on the scheduled date of return or fail to notify the Resident District Manager that the employee for good and sufficient reason of which the Company shall be the sole judge is unable to return to work as scheduled shall constitute a voluntary termination of employment.

Section 5. Union Leave: An employee with at least one (1) year continuous service who is elected or appointed to a position in the Union requiring an extended leave of absences, shall on written request of the Union be granted a leave of absence, for Union activity for up to a two (2) year period, without loss of seniority or other rights. Extensions of up to one (1) year duration shall be granted on written request by the Union prior to termination of such leave. When the Union activity for which such leaves are granted shall cease, the Union shall immediately notify the Company in writing, and, if written application is made therefore within ten (10) days thereafter, such Union members shall be reinstated in the classification previously held, or its equivalent at the prevailing rate of pay subject to seniority provisions of this Agreement. This provision shall be limited to a maximum of two (2) employees at any one time.

## ARTICLE XVII - BARGAINING UNIT WORK

Section 1. It is not the intent of the Company that supervisory personnel or other non-union employees perform bargaining unit work. However, in serving the needs of the client it may be necessary from time to time for supervisors or other non-union employees to perform bargaining unit work. In that event it shall not be a violation of this Agreement. Additionally, supervisors or other non-union employees may perform bargaining unit work in the following circumstances:

1. In unforeseen circumstances (Circumstances over which the Company has no control).
2. When an insufficient number of bargaining unit employees report for work.
3. In the testing of materials, menus, equipment or processes.
4. In the instruction or training of new or bargaining unit employees.

## ARTICLE XVIII - WAGES AND CLASSIFICATIONS

Starting Rates:

| | |
|---|---|
| Food Service Worker | $7.25 |
| Lead Food Service Worker | |
| Elementary School w/o Production | $0.50 – Differential above employee's current rate |
| Elementary School with Production | $0.25 – Differential above the "Elementary School w/o Production premium" |
| Middle/High School Non Food Service Worker Promotional Rate | $8.02 |
| Lead Food Service worker Middle School | $2.00 –Differential above the Middle/High School Non Food Service Worker Promotional Rate or employee's current hourly rate, whichever is greater |
| Lead Food Service worker - High School | $1.00 – Differential above the Middle School Lead Food Service Worker or employee's current hourly rate, whichever is greater |

Increases: For employees that have completed their probationary period shall receive the following increases:

| Effective July 1, 2011 | Effective July 1, 2012 | Effective July 1, 2013 |
|---|---|---|
| $0.50 | $0.10 | $0.45 |

## ARTICLE XIX - 401(k) PLAN

Eligible employees may participate in the Employer's 401(k) program in accordance with the terms of the plan.

## ARTICLE XX - HOLIDAYS AND PAID TIME OFF DAYS

Section 1 During the term of this Agreement the following holidays shall be considered paid holidays:

| | |
|---|---|
| Labor Day | Veterans Day |
| Thanksgiving Day | Friday after Thanksgiving Day |
| Christmas Eve Day | Christmas Day |
| New Years Day | Martin Luther King Day |
| Presidents Day | Memorial Day |

Section 2. To be eligible for and receive holiday pay employees must have completed their probationary period must be full-time (or part-time employees who were hired by the SLPS Board of Education), and must work both their last scheduled work day prior to the holiday and their first scheduled work day following the holiday.

Section 3. Regular full-time and part-time employees who have been hired on a permanent basis prior to June 1, 2011, who have completed the probationary period as defined in this Agreement and are regularly scheduled for thirty (30) hours or more per week, and former St. Louis Board of Education food service employees who have been hired on a permanent basis prior to June 1, 2011, and have completed the probationary period as defined in this Agreement shall be eligible for Holiday and five (5) PTO days at the beginning of the school year based on their regular scheduled work day during the contract year. Employees shall be able to use this time on a call off basis. PTO days will be credited at the beginning of the school year to eligible employees.

## ARTICLE XXI - INSURANCE

For the term of this Agreement the Employer agrees to contribute monthly to the Service Employees International Union Local 2000 Health and Welfare Fund on behalf of each full time employee (32 hours or more) covered by this agreement who has completed 90 days and who was actively employed for the month in which the contribution is owed.

If a part time employee changes his/her status to full time employee the 90 days waiting period should not apply provided the employee has already completed 90 days of service. The employee will become eligible effective the first of the month after he/she becomes a full time employee.

If any employee is unable to be actively employed with his Employer because of a disability, the Employer shall continue to make its contributions on his/her behalf during the period of the disability not to exceed three months. Employees would be required to pay the Employer for dependent coverage during the leave. Failure to submit timely payment to the Employer shall result in termination of dependent coverage and the Employer shall have no obligation to submit the contribution on the employee's behalf for dependent coverage.

Payment shall be made monthly on or before the fifteenth of the following month (for example, contributions for April coverage is due on or before May 15$^{th}$). Payments made after that time shall be subject to delinquency charges as determined by the trustees of the Plan. Employer will receive a monthly SRDE (billing report) electronically to verify and to return back electronically.

If and employee is hired, on or before the 15$^{th}$ day of the month, the employee's coverage shall begin from the first day of the month in which the 91$^{st}$ day from the date of hire occurs. The employer's obligation to make contributions to the Fund for that employee begins on the same day. If an employee is hired after the 15$^{th}$ day of the month, the employee's coverage shall begin from the first day of the month following the month in which the 91$^{st}$ day from the date of hire occurs.

The employer's obligation to make contribution to the Fund for that employee begins on the same day. By way of example, if and employee is hired on or before January 15, the employee's coverage, and the Employer's obligation to contribute, would begin on April 1st. If an employee is hired after January 15, the employee's coverage, and the Employer's obligation to contribute, would begin on May 1st.

Monthly contributions are made for the purpose of providing coverage under the AAA Plus Plan and Dental/Vision of benefits. Employees are subject to the eligibility rules and all other terms and conditions of the plan. If an employee terminates his employment, or is terminated, on or before the 15th of the month, the Company is not required to make contributions for the month in which the termination occurs. If an employee terminates his employment, or is terminated, after the 15th of the month, the company is required to make contributions for the month in which the termination occurs.

If the employee elects to have dependent coverage under this plan he/she must enroll the dependent(s) within 30 days of completion of the probationary period or the effective date of the agreement which ever is later, or he/she will not be permitted to enroll for such benefits for the term of the agreement. The employee will have to pay for dependent coverage thru payroll deductions if dependent coverage is elected. If the employee who elects dependent coverage does not receive a payroll check or does not have enough earnings to cover the deduction, then the dependent coverage will be terminated and the Employer shall have no obligation to submit the contribution on the employee's behalf for dependent coverage.

The Employer also agrees to accept and be bound by the Agreement and Declaration of Trust creating the Service Employees International Union Local 2000 Health and Welfare Fund Trust, and all amendments thereto, and agrees to be bound by the rules and regulations adopted by the Trustees. However, in no event shall the Employer be under any obligation to see the application of the contributions paid to the Plan, nor shall the Employer be subject to any financial obligations for contributions other than those set forth in this Agreement.

Effective September 1, 2011 through June 30, 2012 the Employer shall contribute to the Local 2000 Benefits Trust Fund AAA Plus Plan, $219.16 per eligible employee per month.

Effective September 1, 2011, through June 30, 2012 the Employer shall contribute to the Local 2000 Benefit Services Trust Vision and Dental Plan an amount of $20.05 per eligible employee per month.

Effective September 1, 2012 through June 30, 2013 the Employer shall contribute to the Local 2000 Benefits Trust Fund AAA Plus Plan, $300.04 per eligible employee per month.

(ARTICLE XXI - INSURANCE continued)

Effective September 1, 2012 through June 30, 2013 the Employer shall contribute to the Local 2000 Benefit Services Trust Vision and Dental Plan an amount of $21.08 per eligible employee per month.

Effective September 1, 2013 through June 30, 2014 the Employer shall contribute to the Local 2000 Benefits Trust Fund AAA Plus Plan, $345.05 per eligible employee per month.

Effective September 1, 2013 through June 30, 2014 the Employer shall contribute to the Local 2000 Benefit Services Trust Vision and Dental Plan an amount of $21.58 per eligible employee per month.

These rates are the twelve month rates. The total of the twelve month rates for individual coverage shall be paid over a ten month period. For Example $219.16 x 12 = $2629.92 / 10 = $262.99 per month, dental/vision: $20.05 x 12 = $240.60 / 10 = $24.06 per month. The two months in which no contribution shall be paid by the Employer are July and August.

## ARTICLE XXII - SICKNESS AND ACCIDENT INSURANCE

The Company agrees to provide Term Life and AD&D Insurance in the face amount of five thousand dollars ($5,000.00) for full time employees effective the first of the month after 90 days of service.

## ARTICLE XXIII - REST PERIODS

Section 1. Each employee shall be furnished one (1) fifteen (15) minute paid work break for each four (4) hours worked. Under no circumstances may work breaks be used to extend a lunch break or to shorten the workday or shift. All employees working five (5) or more hours per day will be given a thirty (30) minute unpaid lunch break.

Section 2. The Company shall schedule work breaks to avoid interference with or interruptions of 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 being recognized that under certain conditions it will be impossible for employees to take a break until the urgent aspect of the job then being performed has been completed.

## ARTICLE XXIV - 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 they would otherwise be employed by the Company (exclusive of overtime hours) shall be paid an amount equal to the difference between the jury pay received and the amount the employee would have received in pay from the Company for such hours had they not been required to serve as a juror. Said payment shall be based on the employee's regular hourly rate and the number of hours the Employee is regularly scheduled to work. In order to receive the payment herein referred to, an employee must give his/her immediate supervisor prior notice that he/she has been summoned for such jury duty and submit written proof of payment for such jury duty service.

Section 2. The Company's obligation for pay as described in Section 1 above shall be limited to thirty (30) workdays per calendar year.

## ARTICLE XXV - UNIFORMS

Section 1. The Company shall furnish the employees with three (3) shirts, two (2) aprons, hairnets and one (1) shoe cover. All shirts and aprons to be provided once a year at the beginning of the academic school year. Employees are required to wear a hair net and, enclosed protective shoes which will be provided by the Company.

## ARTICLE XXVI - BEREAVEMENT PAY

Section 1. Regular employees who have completed their probationary period shall be permitted time off for up to three (3) consecutive work days including the day of the funeral, with out loss of pay in the event of a death in the immediate family. For the purposes of this Article immediate family is defined as: current spouse, mother, father, mother or father of current spouse, child, child of current spouse, brother, sister, grandmother, grandfather, grandchildren and grandchildren of current spouse. In the event of the death of the brother or sister of the current spouse or the son or daughter in law of the employee or of the current spouse upon notice to the Company the employee shall be permitted time off for one (1) work day with out loss of pay to attend the funeral. However, payment shall not be made for any such three (3) days on which the employee for any other reason would have been absent from work. Said payment shall be based on the employee's regular hourly rate and the number of hours the employee is regularly scheduled to work.

Section 2. In order for bereavement pay to be paid as designated in Section 1, above the employee must attend the funeral or service. The employee may be required to supply a proof of relationship such as a Death certificate or obituary notice from the funeral home before bereavement pay will be paid.

## ARTICLE XXVII - ALCOHOL AND DRUG POLICY

Section 1. In an effort to improve safety and health, including elimination of the presence and influence of illegal substances and alcohol from the workplace, all bargaining unit members who possess alcohol or drugs on the job site, except for medication prescribed by the employee's physician or over the counter medication, and employees under the influence of alcohol and/or drugs during working hours shall be subject to disciplinary action, up to and including discharge, in accordance with the rules and regulations as established by the Company.

Section 2. All bargaining unit members shall be subject to ongoing drug and alcohol screening tests. These chemical tests may be at random or may be implemented individually based upon the Company's reasonable suspicion that an employee is under the influence of drugs and/or alcohol during working hours. All drug and/or alcohol screening shall be conducted by a physician or health care professional. Such testing shall be in accordance with accepted standards of conduct within the medical industry. In the event a preliminary test is positive for the presence of drugs and/or alcohol, a confirming test by an alternating scientific method shall be conducted. In the event the confirming test is positive, or in the event the employee refuses to submit to the drug and/or alcohol screening test, the following disciplinary action shall result for employees hired on or before March 1, 2004:

a) An employee who tests positive on the drug and/or alcohol screening tests, shall, on the first occurrence, be offered the opportunity to enter a rehabilitation or counseling program. The Company shall compile a list of acceptable rehabilitation or counseling programs. The program selected, which shall be a bonafide rehabilitation or counseling program, shall be done by the individual employee and his/her counselor/physician. The cost of such program may be offset by the appropriate insurance program, but is not the responsibility of the Company. If the employee enters and successfully completes such program, his/her employment status shall not be affected and he/she shall be returned to a vacant position for which he/she is qualified,

b) An employee who tests positive on the drug and/or alcohol screening test, shall, on the second offense be terminated from employment with Chartwells.

c) An employee who refuses to submit to a drug and/or alcohol screening test when requested by the Company, or who fails to successfully complete a rehabilitation or counseling program begun under this policy, shall be discharged from employment with Chartwells.

d) All testing shall be done privately. Testing shall be done, if applicable, during the individual's normal work hours. The results of the test shall remain confidential and shall be provided to the individual(s) involved.

Section 3. All employees hired after March 1, 2004, who violate the above Alcohol and Drug Policy will be terminated immediately.

## ARTICLE XXIII - PAST PRACTICE

This Agreement represents the sole and complete agreement between the parties and supersedes all prior agreements, understandings, and practices whether written or oral, express or implied that may have been in effect prior to the effective date of this Agreement.

## ARTICLE XXIX - SAVINGS CLAUSE

If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by a tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid upon written request of either party hereto; the Company and the Union shall enter into negotiations for the purpose of negotiating a mutually satisfactory replacement for such provision.

## ARTICLE XXX - COMPLETE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other will not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

## ARTICLE XXXI – MISCELLANEOUS

Section 1. The Employer will commit to a specific number of employees or hours at each site for a specific number of student enrollment and meals served.

Section 2. The Employer will not consider any write-up older than eighteen (18) months for the purpose of progressive discipline.

Section 3. The Employer will pay $ .50 per mile for employees that are required by their manger to transport supplies to other facilities other than their home location if approved in writing in advance by the Assistant Director of Dining Services. The mileage benefit will also apply to those who are asked to work at alternate locations after having reported to work at their originally scheduled location and if approved in writing in advance by the Assistant Director of Dining Services.

## ARTICLE XXXII - DURATION

THIS AGREEMENT shall remain in full force and effect from July 1, 2011, to and including June 30, 2014, and thereafter from year-to-year unless written notice to modify or terminate the Agreement is given by either party at least sixty (60) days prior to the expiration date of June 30, 2014.

For the purpose of sending an opening notice, the Company's address is:

Chartwells
5020 Lexington Ave.
St. Louis, MO. 63115
Attn: Resident District Manager

For the purpose of sending an opening notice, the Union's address is:
SEIU Local 1 – Mo Div.
2725 Clifton Ave.
St. Louis, MO. 63139

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date first appearing above.

CHARTWELLS DINING SERVICES / THOMPSON HOSPITALITY SERVICES

Henry Anson 9/29/11
Date

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1 – MISSOURI DIVISION

Mario [illegible] 9/30/11
Date

Nancy E Cross

[illegible] 10-4-11

April Davenport 9-30-11

Kayla Thorpe 10/3/11

[illegible] 10/3/11