

Collective Bargaining Agreement
Between
Chartwells, A Division of Compass Group
At



Olivet College

And



UNITE HERE! LOCAL 24, AFL-CIO

Effective: December 19, 2015

Expires : December 18, 2018

TABLE OF CONTENTS

		<u>PAGE</u>
ARTICLE 1	RECOGNITION	1
ARTICLE 2	UNION SECURITY AND DUES DEDUCTION	1
ARTICLE 3	HOURS OF WORK AND MEALS AND BREAKS	2
ARTICLE 4	NEW CLASSIFICATIONS	3
ARTICLE 5	HOLIDAYS	3
ARTICLE 6	VACATION	3
ARTICLE 7	HEALTH-WELFARE PROGRAM	4
ARTICLE 8	UNIFORMS	5
ARTICLE 9	GENERAL PROVISIONS	5
ARTICLE 10	SENIORITY	7
ARTICLE 11	LEAVES OF ABSENCE	9
ARTICLE 12	GRIEVANCES	9
ARTICLE 13	ARBITRATION	10
ARTICLE 14	STRIKE AND LOCKOUT	11
ARTICLE 15	SICK LEAVE AND REPLACEMENT OF SICK EMPLOYEES	11
ARTICLE 16	BEREAVEMENT LEAVE	11
ARTICLE 17	JURY DUTY	12
ARTICLE 18	WAGES	12
ARTICLE 19	MANAGEMENT RIGHTS	12
ARTICLE 20	SAVINGS CLAUSE	13
ARTICLE 21	CREDIT UNION	13
ARTICLE 22	DURATION	14

AGREEMENT

This Agreement is made and entered by and between Chartwells, a Division of Compass Group, at its Olivet College, 450 South Main, Olivet, Michigan 49076 location only ("Employer") and UNITE HERE LOCAL 24, AFL-CIO.

ARTICLE 1 – RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining representative for all full-time and regular part-time cafeteria employees employed by the Employer at Olivet College, 450 Main Street, Olivet, Michigan and excluding casual employees, students, clerical employees, guards, and supervisors and supervisors as defined in the Act, all as certified September 2, 1988 Case No. 7 RC-18712. Student employees shall be defined as students currently enrolled at Olivet College, who work less than sixteen (16) hours per week.

ARTICLE 2 – UNION SECURITY AND DUES DEDUCTION

Section 1. – Union Membership The Company agrees that on the thirty-first (31st) day after the effective date of this Agreement, all employees included in the respective bargaining unit who elect to become members of the Union. Where applicable by law, the Company agrees that it will not retain in its employ, during the life of this Agreement, any bargaining unit employee who is not a member in good standing with the Union. "Good standing" is defined as the payment of initiation fees, dues, fines, or assessments of the Union shall, upon written notice to the Company by the Union to this effect, obligate the Company to discharge such persons.

Section 2. – Dues The Company agrees to deduct membership dues, including initiation and reinstatement fees and monthly dues, in such sums as may be established from time to time by the Union, in accordance with its constitution and By-Laws, from the pay of each employee, provided no such sums shall be deducted by the Company from any employee's wages unless and until the employee has voluntarily signed an authorization card for the deductions. Such authorization and assignment shall be irrevocable for a period of than one (1) year or the termination of this Agreement, whichever occurs first. If no such notice is given, the authorization shall be automatically renewed for a successive period of one (1) year thereafter with the same privilege of revocation at the end of each such period. All sums to be deducted from the wages of any employee, pursuant to the authorization card, shall be deducted from the first paycheck each month of said employee. The Company, shall on or before the thirtieth (30th) day of the following month, forward a check to the Union office to cover the total amount of dues checked off, together with a statement (on forms to be supplied by the Union) setting forth the names, addresses, job classifications and social security numbers of the employees.

The Employer shall honor and effectuate the payroll deduction authorization card attached to this Collective Bargaining Agreement, and incorporated herein by reference, for each

employee who voluntarily signs said card, for such period as each authorization is in effect. The Employer shall deduct for each payroll or such other intervals/times otherwise designated by the Union the amount authorized by the employee and promptly transmit such amount to the Union. The parties acknowledge that the cost of establishing and administering payroll deduction has been taken into account by the parties in their negotiations of the overall economic terms of this Collective Bargaining Agreement.

In the event that there is a change in Law so that obtaining or continuing employment may be conditioned on the payment of Union dues or service fees, the Employer and the Union agree that the following language shall govern: The Employer agrees upon the request of the Union to discharge any employee who fails to tender his or her initiation or reinstatement fees and periodic dues in accordance with the above.

(ARTICLE 2 – UNION SECURITY AND DUES DEDUCTION continued)

Section 3. – Hold Harmless The Union agrees to hold the Company harmless from any and all liability to which it may be subjected under Federal, State or Municipal Law, as a result of recognizing and honoring the Check-Off System.

Section 4 - UNITE HERE! TIP CAMPAIGN COMMITTEE:

The Company shall deduct and transmit to the Treasurer of UNITE HERE TIP Campaign Committee the amount of contributions specified for each payroll period or other designated period worked from the wages of those employees who voluntarily authorize such contribution at least seven (7) days prior to the next scheduled pay period, on the form provided for that purpose by the UNITE HERE TIP Campaign Committee. These transmittals shall occur no later than thirty (30) days of the following month, and shall be accompanied by a list setting forth as to each contributing employee his or her name, address, occupation, rate of PAC payroll deductions by the payroll or other designated period and contribution amount. The parties acknowledge that the Company's cost of administration of this PAC payroll deduction 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. The Company shall send these transmittals and this list to: Treasurer, UNITE HERE TIP Campaign Committee, 275 Seventh Avenue, New York, NY 10001.

ARTICLE 3 – HOURS OF WORK AND MEALS AND BREAKS

Section 1. The regular workweek for employees shall consist of the number of hours per week regularly worked by such employees up to a maximum of forty (40) hours per week. The regular work day for all full-time employees shall consist of the number of hours normally worked in a day, excluding an unpaid meal period of one-half (1/2) hour. This provision does not operate to guarantee any regular hours of work or minimum hours. The Employer shall determine the start-up and ending times for each employee consistent with the needs of the operation.

Section 2. Full-time employees shall be entitled to two (2) fifteen (15) minute paid rest periods per shift with the rest periods assigned at the discretion of the Employer. Part-time employees shall receive one (1) paid fifteen (15) minute rest period for each four (4) hours worked.

Section 3. All employees who work six (6) hours or more in a day will be given a one-half (1/2) hour unpaid meal break scheduled by the Employer. It shall be the Employer's practice to provide uninterrupted unpaid meal breaks. However, where a rest or meal break is interrupted, the time worked shall be paid at the employee's regular straight time rate.

(ARTICLE 3 – HOURS OF WORK AND MEALS AND BREAKS continued)

Section 4. The Employer will pay an overtime premium of one and one-half times (1-1/2x) the employee's regular hourly rate to any employee who works in excess of forty (40) hours in a week. The Employer will pay the employee an overtime premium of one and one-half times (1-1/2x) the employee's regular hourly rate for all hours worked in excess of eight (8) hours in any one day. There shall be no pyramiding of overtime.

ARTICLE 4 – NEW CLASSIFICATIONS

If new classifications are established within the bargaining unit, the parties will negotiate the pay rate for each such classification. If no agreement is reached within thirty (30) days, then the Employer will fill the position and pay an appropriate rate, but will continue to negotiate with the Union concerning the rate.

ARTICLE 5 – HOLIDAYS

Section 1. Full-time employees shall be paid for the following holidays when not worked: New Year's Day, Martin Luther King Day, Good Friday, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, employee's birthday and one (1) floating holiday. Part-time employees shall receive their birthday as a holiday.

Section 2. Employees will be paid Holiday Pay for the amount of time normally scheduled that day if the employee works his/her last regularly scheduled day before and his/her next regularly scheduled day after the Holiday.

If employee works on the listed Holidays, the employee will be paid for the regular hours worked at two times (2x) the employee's straight time hourly rate up to a maximum of eight (8) hours. Employees will give a minimum of two (2) weeks notification when requesting the floating holiday.

ARTICLE 6 – VACATION

Section 1. – Vacation Schedule Each full-time employee with one (1) or more years of service shall be entitled to paid vacation after his or her anniversary date in accordance with the following scheduled:

After one (1) year	one (1) week
After two (2) years	two (2) weeks
After five (5) years	three (3) weeks
After twenty (20) years	four (4) weeks

Section 2. Vacation pay for full-time employees shall be based upon the number of hours an employee is regularly scheduled to work each week up to a maximum of seven and one-half (7-1/2) hours per day and thirty-seven and one-half (37-1/2) hours per week.

(ARTICLE 6 – VACATIONS continued)

Section 3. The choice of time off for vacation shall generally be determined on the basis of the earliest request date. All requests for vacation should be submitted by May 1 of each year. In the event that two or more employees request the same period of time for vacation, the senior employee shall be granted his or her requested time. After May 1, employees shall be granted vacation on the basis of the earliest request date.

Section 4. Any employee permanently laid off because of lack of work shall be paid his or her accrued vacation benefits on a pro-rated basis.

Section 5. Vacation pay shall be paid in one (1) check regardless of the number of weeks of vacation the employee has chosen to take at that time and shall be given to the employee in advance of the vacation period. However, the vacation pay shall be taxed as though earned over the number of pay periods included in the vacation. Eligible employees may elect to take their vacation pay on their yearly anniversary date or defer such payment until the time they actually take their vacation. The employee shall make his/her vacation pay selection known in writing to the Employer at least six (6) weeks prior to his/her anniversary date, otherwise, the vacation shall be paid in cycle

ARTICLE 7(A) HEALTH; (B) CULINARY; (C) PENSION PROGRAM

Section 1.

The Employer agrees to contribute for each employee covered by this agreement to UNITE HERE HEALTH ("Fund") for the purpose of providing health and welfare benefits under UNITE HERE HEALTH Food Service Plan ("Plan"), or such new, merged or consolidated plans as may be adopted by the Trustees. Said contributions shall be submitted monthly, together with a report of the employee data required by the Fund, on the format prescribed by the Fund, no later than the fifteenth (15th) day of the month following the month for which contributions are to be made. This Agreement requires all, or some, eligible employees to pay a portion of the monthly premium through payroll deduction. As a result, the Employer agrees to specify the total amount of contributions being submitted by the employees, the total amount of contributions submitted from the Employer and the total contribution amount.

The Employer and the Union agree to be bound by the Agreement and Declaration of Trust ("Trust Agreement") of the Fund as may, from time to time, be amended, and they do hereby irrevocably designate as their respective representatives on the Board of Trustees, such Trustees named in said Trust Agreement as Employer and Union Trustees, together with their successors selected as provided therein, and agree to abide and be bound by all procedures established and actions taken by the Trustees pursuant to said Trust Agreement. Any provision in this Agreement that is inconsistent with the Trust Agreement, or the Plan of Benefits, rules, or procedures established by the Trustees, shall be null and void.

Employees regularly working or being paid for thirty (30) hours or more per week shall be eligible for contributions upon the earlier of (a) the first of the month following two (2) months of employment, or (b) completion of no more than one thousand and twenty (1020) hours of service.

The Employer shall contribute the following monthly sums stated below for all eligible employees.

Medical Plan B Monthly Rates including Life and AD&D and Basic Vision

Effective Date	Single	Single Plus One	Family
1/1/16	\$705.03	\$1,409.01	\$1,987.02
1/1/17	\$770.60	\$1,540.05	\$2,171.82

Effective January 1, 2018 the Plan rates will be itemized as follows:

Medical Plan B Monthly Rates

Effective Date	Single	Single Plus One	Family
1/1/18	\$785.46	\$1,570.80	\$2,217.86

Basic Vision

Effective Date	Single	Single Plus One	Family
1/1/18	\$3.19	\$7.31	\$8.44

The Employer will provide Life and AD&D benefits through the Fund and will contribute 100% of the following monthly sums for all eligible employees including those who decline Medical coverage.

Effective Date	Rate
1/1/18	\$1.98

Dental Plan A Monthly Rates

Effective Date	Single	Single Plus One	Family
1/1/16	\$38.99	\$77.99	\$158.86
1/1/17	\$38.99	\$77.99	\$158.86
1/1/18	\$38.99	\$77.99	\$158.86

The Employer will provide Short-Term Disability benefits through the Fund and will contribute 100% of the following monthly sums for all eligible employees, including those who decline Medical coverage.

STD for 26 weeks

Effective Date	Rate
1/1/17	\$16.50
1/1/18	\$16.50

Effective January 1, 2019, through the expiration of this agreement, the Employer agrees to contribute the contribution rates necessary, as determined by the Fund to sustain benefits. The parties agree and understand that, if the appropriate welfare contribution rates are not paid, the Trustees of the Fund may eliminate benefits to otherwise eligible participants and terminate the Employer's participation pursuant to the Fund's Minimum Standards. The Employer agrees to pay for premium increases up to twelve (12%) in Single coverage. The employee will be responsible for any additional increases.

Employees electing Single medical coverage will pay a bi-weekly (over 18 pay periods) co-premium of \$24.41 via payroll deduction. Employees who elect Single Plus One or Family coverage must pay the difference between the Employer's contribution for Single coverage and the full monthly contribution rate for Single Plus One or Family coverage via payroll deduction to the Employer.

The Employer will pay for Single coverage dental contributions for all eligible employees. An employee who waives medical coverage can still have Single dental coverage. Employees who have dependent medical coverage (Single Plus One or Family) have the option to elect dependent dental coverage. However, those employees can only elect the same level of coverage as they have in medical. For example, if an employee has Family medical coverage and wants to have dental coverage for their dependents, they can only elect Family dental coverage. Employees who elect Single Plus One or Family coverage must pay the difference between the Employer's contribution for Single coverage and the full monthly contribution rate for Single Plus One or Family coverage via payroll deduction to the Employer. If an employee does not elect dental contributions, then he or she will automatically be enrolled in Single dental coverage.

The Employer will submit the entire contribution to the Fund on a monthly basis on behalf of all eligible employees who have paid their portion of the contribution.

The parties agree that employees cannot waive coverage in exchange for wages or some other type of benefit.

The parties agree that an employee may only change his or her enrollment election during the Open Enrollment period of each year of the Agreement or such other times as allowed by applicable federal law. An employee who enrolls in coverage will automatically be enrolled in the same level of coverage each subsequent enrollment period, unless he or she elects to change their level of coverage during Open Enrollment.

For any coverage level for which there is an employee co-premium, the Employer is required to remit contributions to the Fund for those employees who enroll in the Plan. Eligible employees who wish to enroll in the Plan shall do so in accordance with the Fund's policies, including but not limited to, signing an Election Form or enrolling telephonically. The Employer is required to keep a copy of either the telephonic confirmation letter or signed election form, as applicable. Such form shall be retained with the employee's file and made available to the Fund upon request.

(ARTICLE 7 (A) HEALTH; (B) CULINARY; (C) PENSION PROGRAM continued)

Said contributions shall be submitted monthly, together with a report of the employee data required by the Trust Fund, on the format prescribed by the Trust Fund, no later than the fifteenth (15th) day of the month following the month for which contributions are to be made.

- (C) Pension: Employees may participate in the Company's Employees Savings Plan (401K) according to the terms of the Plan.

Section 3. – Binding Agreement The Employer and the Union agree to be bound by the Agreement and Declaration of Trust of the said Hotel Employees and Restaurant Employees International Union Welfare Fund as may from time to time, be amended, and they do hereby irrevocably designate as their respective representative on the Board of Trustees, together with their successors selected as provided therein, and agree to abide and be bound by all procedures established and actions taken by the Trustees pursuant to said Trust Agreement. Any provision in this Agreement that is inconsistent with the Agreement and Declaration of Trust, or the Plan of Benefits, rules, or procedures established by the Trustees, shall be null and void.

Section 4. Employees regularly working or being paid for thirty (30) hours or more per week shall be eligible for contributions to the Hotel Employees and Restaurant Employees International Union Welfare Fund as provided in Section 1B and Section 1C, after the first of the month following ninety (90) days of employment.

ARTICLE 8 – UNIFORMS

The Employer shall furnish three (3) new uniforms each year for full-time employees, part-time employees will receive 1 or 2 uniforms depending on schedule. Employees are responsible for keeping the uniforms clean. Uniforms are the property of the Employer and will be returned to the Employer if the employee's employment terminates. The Company will pay up to \$25.00 towards shoes each academic year.

ARTICLE 9 – GENERAL PROVISIONS

Section 1. – Lockers The Employer shall provide lockers for the safe keeping of employees' clothing and work tools in a clean and safe place to which the public shall not have access.

(ARTICLE 9 – GENERAL PROVISIONS continued)

Section 2. – Stewards

(A) Stewards of the Union shall be permitted to furnish information, police the terms of this Agreement, process grievances and perform related duties of mutual concern to the employees and the Union. In no event will the Stewards interfere with the operations of the Employer. The Union shall advise the Employer in writing as to the identity of any Steward.

(B) With adequate prior notice to his/her supervisor, a Steward will be provided reasonable and necessary time off from his/her assigned schedule of work, while involved in the manner provided in the grievance procedure, provided such time off does not interfere with the operation of the Employer.

Section 3. – Bulletin Boards The Employer will designate a bulletin board or a portion of a bulletin board for the use of the Union in communicating with its members located at this unit. Notices or literature other than that for the normal conduct of the Union's business must first have the Employer's approval.

Section 4. – Union Visitation The Union's designated, authorized representative(s) shall have reasonable access to the Employer's premises for the purpose of conferring with the Employer, Union Stewards and/or employees during non-work time in non-work areas and for the purpose of administering this Agreement. A maximum of two (2) Union representatives

may visit the unit unless changed by mutual agreement of the parties. Union representatives shall provide prior notice of their visit except in emergencies. The Employer will not unreasonably withhold permission for Union visits. The Employer will make arrangements with the Union representative to visit the work areas upon the representative's request.

Section 5. – Gender Where the masculine or feminine gender is used in this Agreement, it includes the other.

Section 6. – Employee Whenever the word employee is used in this Agreement, it shall mean the employees in the bargaining unit covered by this Agreement.

Section 7 – Categories of Employees A full-time employee is one who is classified as full time and who is regularly scheduled to work 30 hours or more per week and who actually works or gets paid for 30 hours or more every week. A part time employee is one who is classified as part time and who is regularly scheduled to work less than 30 hours per week. A part time employee who actually works or is paid for 30 hours or more per week for the entire academic semester shall receive a gross lump sum payment of \$450 at the end of that semester.

(ARTICLE 9 – GENERAL PROVISIONS continued)

High School and College students are excluded from the bargaining unit and receive no benefits under the term of this Agreement. There shall be no more than five (5) high school students at any time

Section 8 – Parking Passes Parking passes for the student union parking lot will be provided for all employees as they are available from the College.

Section 9. The Employer agrees that it will not change current full-time positions into part-time positions.

Section 10. Only bargaining unit employees shall perform the work covered by this Agreement except in cases of emergency and training.

ARTICLE 10 – SENIORITY

Section 1. Probationary employees shall not acquire seniority rights until they have been employed for a period of forty-five (45) days for full-time employees and forty-five (45) work days for part-time employees. During the probationary period, the Employer may discharge any such probationary employee in its discretion and such discharge shall not be subject to the grievance procedure.

Section 2. Bargaining unit seniority is defined as the length of time an employee had been continuously employed by the Employer in the bargaining unit at Olivet College commencing on the date and hour on which the employee began work after last being hired, and where applicable, retroactive to August 18, 1974. Seniority shall govern employee preference of shifts, days off and vacation periods.

Section 3. In the event of a layoff, employees shall be laid off in the inverse order of their seniority, and recalled in the order of seniority, assuming the employees are able and qualified to perform the available jobs. Bargaining unit seniority will apply within each classification in the event of a layoff or recall.

Section 4. Seniority shall be lost when an employee:

- (a) Quits or retires;
- (b) Is discharged for cause;
- (c) Fails to return from an authorized leave of absence at the specified time;
- (d) Is laid off for a period equal to his/her seniority or nine (9) consecutive months, whichever is less;

(ARTICLE 10 – SENIORITY continued)

- (e) Voluntarily terminates his/her employment by not reporting for work or calling off for three (3) consecutive scheduled work days except in any event when an employee is unable to give notice and provides proof of an inability to give notice to which is satisfactory to the Employer;
- (f) Fails to return from a layoff within three (3) days of the scheduled return date or after receipt of a certified letter;
- (g) While on leave of absence, takes another job during his/her normal working hours;
- (h) Falsifies the reason for a leave of absence, whether such leave is paid or unpaid.

Section 5.

(A) Neither benefits nor seniority accrue during an unpaid leave. However, the returning employee shall retain the seniority he or she had already accrued when the leave started. In addition, an employee who begins and ends a leave within the same school year shall accrue his or her seniority for that school year. A school year is the year from September 1 through August 31.

(B) No benefits shall be paid during an unpaid leave.

Section 6. – Job Bidding All job openings shall be posted for at least four (4) days. All qualified bids from within the bargaining unit will be considered for the opening. The senior employee, within the cafeteria who applies by signing the posting for the job will receive the job, provided the employee possesses the ability and/or qualifications for the job.

Section 7. Any employee promoted to a new job will be considered on a probationary status for forty-five (45) days from the date the job transfer is effected, and shall be returned to his or her previous job at any time prior to the end of the probationary period if he or she does not qualify for the new job. Training period, if necessary, will be reasonable. The employee awarded the bid must remain on the job for a period of six (6) months before bidding on another job in the same or lower rated classification.

ARTICLE 11 – LEAVES OF ABSENCE

Section 1. Leaves of absence without pay may be granted by the Employer under the following circumstances and for the maximum times indicated:

- (a) Up to six (6) months for a bona fide medical disability including, but not limited to, maternity. The employee shall provide appropriate written medical certification of medical disability to the Employer prior to commencing the leave of absence; and
- (b) Up to two (2) months for personal reasons. An employee will be eligible for a personal leave of absence after completing one (1) year of employment in this unit.
- (c) As an addition to the above, eligible employees are covered under the Family/Medical Leave Act of 1992.

Section 2. All requests for leaves of absence must be in writing; all approvals must be signed by the Employer, with a copy to the employee.

ARTICLE 12 – GRIEVANCES

Section 1. A grievance is a dispute between the Employer, the Union and/or an employee as to the meaning or application of a provision of this Agreement.

Section 2. The following procedures shall be followed:

- (a) Step 1 – The employee shall take up the matter with his/her supervisor and/or manager on an informal basis in order to settle the matter promptly. An aggrieved employee may have the Union Steward assist him/her with Step 1, if he/she so desires.
- (b) Step 2 – If the grievance is not satisfactorily settled in Step 1, the aggrieved employee or the Union shall file a written grievance with the Food Service Director within ten (10) days from the date on which the incident giving rise to the grievance occurred or should have become known. The Union representative and Food Service Director will confer within five (5) days after receipt of the written grievance in an effort to settle the matter unless the time limit is extended by mutual agreement. The Union representative and the Food Service Director shall meet at the Employer's location at a mutually agreeable date and time. The Food Service Director shall issue a decision in writing within seven (7) days of the grievance submission.
- (c) Step 3 – If the grievance is not settled at Step 2, it may be submitted to the District Manager within five (5) days after the Food Service Director's answer was due. The District Manager shall render a decision in writing within fourteen (14) days after
- (d) Step 4 – If a grievance is not satisfactorily settled under the grievance procedure within ten (10) days of the Employer's final response, the moving party may request to arbitrate the matter pursuant to Article 13.

(ARTICLE 12 – GRIEVANCES continued)

Section 3. – Time Limits

- (a) The parties may waive the time requirements by written mutual agreement. Absent agreement, the time limit shall be strictly construed. The written grievance shall set forth the facts giving rise to the grievance, including the date and persons involved and shall designate the provisions of the Agreement which allegedly have been violated. Failure to file a written grievance within the ten (10) days shall result in such grievances being presumed to be without merit and it shall be barred from further consideration.
- (b) Grievances not timely appealed to the next step of the procedure shall be considered withdrawn.
- (c) Failure on the part of the Employer to answer a grievance at any step shall not be deemed acquiescence and the Union may proceed to the next step.
- (d) A grievance concerning a discharge may be presented initially at Step 2 (Food Service Director) within the time limits for submitting grievances.
- (e) The term "days" for purposes of the grievance procedure shall not include Saturday, Sunday or holidays set forth in this Agreement.

Section 4. Without waiving its statutory rights, a grievance on behalf of the Employer may be presented to Local 24.

- a. If a grievance is not resolved pursuant to the grievance procedure set forth in Section 3, either party may submit the grievance to nonbinding mediation utilizing the Federal Mediation and Conciliation Service (F.M.C.S.) within fourteen (14) calendar days of the Employer's step 3 answer.
- b. Mediation shall be scheduled as soon as reasonably possible, provided, however, that either party may refuse to proceed with mediation upon giving written Notice of Refusal to Proceed within fourteen (14) calendar days of the other party's submission to mediation. In the event of a Notice of Refusal to Proceed, the grievance may be submitted to arbitration as provided in Section 5 within fourteen (14) calendar days of the receipt of Notice of Refusal to Proceed.

Section 5. If the grievance has not been satisfactorily settled under Step 3 above within ten (10) working days of the Employer's response, the moving party may elect to take the grievance to arbitration. The moving party shall request the American Arbitration Association (AAA) or FMCS to submit a panel of seven (7) arbitrators, all of whom shall be located within a reasonable distance of Olivet, Michigan. Either party shall have the right to ask for a second (2nd) panel of arbitrators to be submitted. The parties shall communicate within three (3) working days after receipt of the panel and shall choose by alternatively striking out names, until one (1) name is remaining. A flip of a coin shall be used to determine who shall have the first choice of striking out a name.

Section 6. Discipline shall normally be in the following form:

First Warning

Second Warning

Suspension and/or Final Warning

Discharge

Discipline resulting from reports for quality of customer service issues that are subjective in nature, such as perceived friendliness, smiling, etc. shall normally be progressive in nature and follow coaching, counseling or retaining options. Discipline notices shall be issued within ten (10) days of the occurrence

ARTICLE 13 – ARBITRATION

Section 1. If the grievance has not been satisfactorily settled under the grievance procedure within twenty (20) days of the Employer's final response, the moving party may request to arbitrate the matter. A request shall be sent to the Federal Mediation and Conciliation Service (FMCS) to submit a panel of seven (7) arbitrators. In the event that the

parties fail to agree on an arbitrator after reviewing the second panel, the parties shall request FMCS to select an arbitrator from a third list. The arbitration shall be conducted by the FMCS rules except as specified by the parties.

Section 2. Arbitration shall be under the rules of the American Arbitration Association or FMCS except as otherwise specified above. The arbitrator shall have no authority to add to, modify, or delete from any terms, conditions, or sections of this Agreement. The arbitrator shall hear only the issue presented. There shall be no interest arbitration under this Agreement.

Section 3. The arbitrator's expenses shall be shared equally by the parties. Each party shall pay its own expenses for arbitrating the matter, its representatives, witnesses and for other preparation.

Section 4. The arbitration shall be final and binding on the Union, the Employer and the grievant(s).

ARTICLE 14 – STRIKE AND LOCK-OUT

Section 1. No employee shall engage in any strike, sit-down, slowdown, cessation, stoppage or interruption of work, boycott or other interference with the operations of the unit.

Section 2. The Employer will not lock-out employees during the term of this Agreement.

Section 3. In the event that an unauthorized strike or other interference with work occurs, the Union shall:

- (a) Notify the Employer that such strike or other interference with work is unauthorized.
- (b) Advise the employee, in writing, that the strike or other interference with work is unauthorized and that the employees are directed to cease such action and to return to normal work.

ARTICLE 15 – SICK LEAVE AND REPLACEMENT OF SICK EMPLOYEES

Section 1. All full-time employees with one (1) year of service or more, shall receive seven (7) sick days per year. All part-time employees with one (1) year of service or more, shall receive three (3) sick days per year. These days shall be paid by the average amount of hours work per day of the associate.

Full-time employees hired 12/19/07 or later, will receive three (3) sick days during their 2nd year and a total of five (5) sick days in their 3rd year; then the contract rate as above. Part-time employees will receive one (1) sick day during their 2nd year, two (2) sick days during their 3rd year and then the contract rate after completing 3 years of service.

Section 2. If any employee leaves the Employer, they shall be paid all unused sick days when they terminate their employment. If an employee is discharged for cause, they will not be paid for unused sick days.

Section 3. Sick days earned during the current academic year but not used during that academic year will be paid at the end of that academic year.

ARTICLE 16 – BEREAVEMENT LEAVE

Employees shall be permitted time off with pay for up to three (3) consecutive work days for the purpose of attending the funeral upon the death of a member of the immediate family, to include: any legal dependent in the house, spouse, siblings, parents or step-parents, in lieu of the custodial parents, grandparents, grandchildren, mother-in-law, father-in-law, children or step- children and step-grandchildren. The Company will pay up to one (1) day for the purpose of attending the funeral for brother-in-law and sister-in-law.

ARTICLE 17 – JURY DUTY

Section 1. Any employee who is called to and reports for jury duty shall be paid by the Employer for each day spent in performing jury duty, if the employee otherwise would have been scheduled to work for the Employer and does not work, such an employee will be paid the difference between:

- (A) The employee’s regular straight-time hourly rate for the number of hours up to eight (8) that he/she otherwise would have been scheduled to work, and
- (B) The daily jury duty fee paid by the court, not including travel allowance or reimbursement of expenses. If the employee is dismissed from jury duty, he/she shall report for work during the balance of his/her regular work shift.
- (C) In order to receive payment under this Section, an employee must give the Employer one (1) week advance notice, or must notify the Employer immediately upon receipt of notice from the court that he/she has been summoned for jury duty, and must furnish satisfactory evidence that jury duty has been performed on the days for which payment is claimed.

ARTICLE 18 – WAGES

Section 1. – Wage Increases Employees shall receive the following wage increases:

- (A) Effective December 19, 2015, each employee who has completed the applicable probationary period shall receive a wage increase of twenty five cents (\$.30)per hour.
- (B) Effective, January 1, 2017 and on January 1, 2018each employee who has completed the applicable probationary period shall receive a wage increase of twenty five cents (\$.30)per hour.

Lead differential at fifty cents (50¢) per hour.

Section 2. – Hiring Rates

Effective Date	Wage Increases	Upon Ratification
December 19, 2015	\$.30	\$100.00 one time bonus
January 1, 2017	\$.30	n/a
January 1, 2018	\$.30	n/a

Classification	Start Rate 12/19/15	Start Rate 1/1/17	Start Rate 1/1/18
----------------	---------------------	-------------------	-------------------

FSW	\$9.00	\$9.35	\$9.70
Cook/Baker	\$10.00	\$10.35	\$10.70
Cashier	\$9.00	\$9.35	\$9.70

Section 3. – Out of Classification Pay Any employee assigned to perform the duties of an absent employee in a higher paid classification shall be paid for the hours worked in the higher paid classification at fifty cents (50¢) more per hour.

(ARTICLE 18 – WAGES continued)

Section 4. – Merit Pay This Agreement shall not prevent the Employer from paying employees a higher rate based on merit.

Section 5. – Maintenance of Benefits No employee shall suffer a decrease in his/her current hourly wage rate as a result of this Agreement.

ARTICLE 19 – MANAGEMENT RIGHTS

All management functions and responsibilities which the Employer has not expressly modified or restricted by a specific provision of the Agreement are retained and vested in the Employer. Those rights include but are not limited to the right to establish and administer policies and procedures related to the business operations, to direct and control its operations, to establish work rules, to determine the size and composition of the work force, to hire, promote, layoff, transfer, discipline or discharge for just cause and otherwise direct the workforce and manage its operations. Nothing in this Section is intended to limit rights not expressly included in this Section except as restricted by this Agreement.

ARTICLE 20 – SAVINGS CLAUSE

Should any Article, Section or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specified Article, Section, or portion thereof, directly specified in the decision, provided, however, that upon such a decision the parties agree to meet to negotiate a substitute for the invalidated Article, Section, or portion thereof.

ARTICLE 21 – CREDIT UNION

The Employer agrees to make whole dollar weekly payroll deduction authorized by any bargaining unit employee and to deposit these deductions, on a monthly basis, to the employee's account of the Credit Union. Employees will select the Credit Union that all must participate in and Employer will be responsible to forward monies to only that Credit Union selected by all employees.

ARTICLE 22 – DURATION

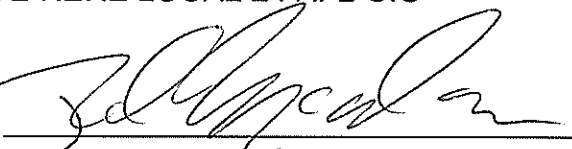
Section 1. – Entire Agreement This Agreement constitutes the sole and entire agreement between the parties and supersedes all prior or other agreements, oral and written. The parties shall not be obligated to bargain over matters discussed except as specified in this Agreement or as they mutually agree.


Section 2. – Term, Renewal, and Termination This Agreement shall be in full force and effect from December 19, 2015 through December 18, 2018 except as otherwise specified in this Agreement. This Agreement shall automatically continue in full force and effect thereafter from year to year unless terminated by either party. Notice of such termination shall be in writing and sent by registered mail at least sixty (60) days prior to the expiration date.

In witness, the parties hereto sign by their respective representatives.

UNITE HERE LOCAL 24 AFL-CIO

For CHARTWELLS, a division of
Compass Group

BY: 

BY: 

DATE: 12.12-16

DATE: 12-15-16

BY: _____

BY: _____

DATE: _____

DATE: _____