

**AGREEMENT BETWEEN**

**ARAMARK EDUCATIONAL SERVICES, LLC**  
at  
**Western Washington University**

and

**SERVICE EMPLOYEES INTERNATIONAL UNION**  
**LOCAL 925**

**EFFECTIVE: JANUARY 1, 2016**  
**EXPIRATION: DECEMBER 31, 2019**

## TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
1	Purpose of Agreement .....	1
2	Recognition Clause .....	1
3	Union Security .....	1
4	Union Deductions.....	2
5	Management Rights .....	3
6	No Strike/No Lockout .....	4
7	Non-Discrimination .....	4
8	Diversity and Inclusion .....	5
9	Grievance Procedure .....	5
10	Arbitration .....	7
11	Union Representation .....	7
12	Discipline and Discharge .....	8
13	Probationary Period .....	9
14	Definition of Employee.....	10
15	Seniority .....	10
16	Job Posting .....	11
17	Reduction in Workforce and Recall.....	11
18	Hours of Work and Overtime .....	12
19	Work of Management .....	13
20	Leaves of Absence .....	13
21	Miscellaneous.....	15
22	Uniforms and Personal Appearance.....	16
23	Labor Management and Safety Committee .....	16
24	Wage Rates and Classifications .....	17
25	Health and Welfare .....	17
26	ARAMARK 401(k) Retirement Savings.....	19
27	Paid Time Off.....	19
28	Vacation.....	20
29	Holidays .....	21
30	Savings Clause .....	22
31	Duration .....	22
	SCHEDULE A.....	23
	LETTER OF UNDERSTANDING – VACATION .....	25

## **Preamble**

This Agreement is made and entered into on January 21, 2016 between Aramark Corporation, through its division, Aramark Educational Services, LLC, at Western Washington University hereinafter referred to as the "Company," and the Service Employees International Union, Local 925, hereinafter referred to as the "Union."

The Company and the Union agree that each employee and management representative of the Company should be treated with dignity and respect. In the event that there are issues with respect to the conduct of employees or management representatives under this provision, the parties agree that they may be raised in a labor management committee meeting in accordance with Article 23 of the Agreement, and in further communications to higher levels of each organization as appropriate and necessary. The parties have agreed that this Preamble shall not be subject to the grievance and/or arbitration provisions of the Agreement.

## **Article 1 - Purpose of Agreement**

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

## **Article 2 - Recognition Clause**

The Company agrees to recognize the Union as the exclusive collective bargaining agent for all full-time and regular part-time food service employees employed by the Company at Western Washington University; excluding all student employees, student interns, and office clericals, confidential employees, and guards and supervisors as defined in the National Labor Relations Act.

## **Article 3 – Union Security**

**Section 1:** In the manner and to the extent permitted by law, membership in the Union shall be required as a condition of employment of each employee not later than the thirtieth (30<sup>th</sup>) calendar day of employment or the thirtieth (30<sup>th</sup>) day following the execution of this Agreement, whichever is later. All employees who are or become members of the Union shall, as a condition of employment, remain members during the term of this Agreement, to the extent permitted by law. Union membership is required only to the extent that employees covered by this Agreement must pay the Union's periodic dues and fees or such other amounts as may be authorized.

**Section 2:** During an employee's first (1<sup>st</sup>) week of work, a Union steward or designee will have the opportunity to meet with the employee for fifteen (15) minutes starting five (5) minutes before the employee's regular break time in order to provide the employee with an orientation to the Union.

Neither the new employee nor the Union steward (or designee) shall have his/her pay reduced as a result of time spent in the meeting.

#### **Article 4 – Union Deductions**

The Company agrees to deduct bi-weekly from the wages of the employees covered under this Agreement and membership dues for the Union, as said employees individually authorize the Company to deduct.

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

In the manner and to the extent permitted by law, employees shall become and remain members of the Union in good standing upon completion of thirty (30) days of employment with the Company or thirty (30) days after the effective date of this Agreement, whichever is later.

In order to simplify the Company's and the Union's administration of this Section, the Company shall upon the hiring of new employees give each employee an application for Union membership and dues check-off authorization form. The Company shall remit the completed forms to the Union monthly.

The Union shall certify to the Company, in writing, the current rate of its membership dues. If the Union changes the rate of its membership dues, it shall give the Company thirty (30) days written notice prior to the effective date of such change.

The Union shall indemnify and save the Company harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken or not taken by the Company for the purpose complying with any provisions of this Article or any other provision of this Agreement relating to any requirements of membership in the Union or obligations of Union members or by reason of the Company's reliance upon any list, notice, request or assignment furnished under any such provisions or by reason of any action taken or not taken by the Union by reason of the Union referral provisions of this Agreement. The Company shall deduct, from the gross wages or salary of each employee who voluntarily executes a Political Action Committee (PAC) payroll deduction authorization form provided by the Union, the contributions at the frequency of deduction so authorized on that form, and remit those contributions to the Union at the same time that the Company remits to the Union the Union dues that are separately voluntarily authorized by employees to be deducted from their gross wages or salaries and remitted to the Union pursuant to this Article. The Company may remit PAC contributions and Union dues to the Union by a single check or wire transfer, or by separate checks or wire transfers. With each PAC contribution remittance, the Company

shall provide the Union with a written itemization setting forth as to each contributing employee his or her name, a unique identification number for each listed employee, rate of PAC payroll deduction by the payroll of other applicable period, and contribution amount. The parties acknowledge that the Company's costs of administration of these PAC payroll deductions have been taken into account by the parties in their negotiation of this Agreement and have been incorporated in the wage, salary, and benefits provisions of this Agreement

The Union shall indemnify and hold the Company harmless against any and all claims, demands, suits or other forms of liability that shall rise out of or by reason of action taken by the Company in reliance upon said Political Action Committee (PAC) payroll deduction authorization forms submitted by the Union or the Company.

### **Article 5 – Management Rights**

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

The exercise of the Company's rights includes, solely by way of illustration and not in any manner by way of limitation, the following: the full and exclusive control and management of its business operations; the determination of the scope of its activities, products to be manufactured or services to be rendered, and methods pertaining thereto; the relocation of such services and other business activities and operations; the materials, goods, products, services, equipment, and machinery to be acquired or utilized; the schedules of work, production schedules, and production standards; the right to schedule, require and assign overtime work; the right to determine and amend the number of shifts, shift schedules, and hours of work for the entire department and individual employees; the right to establish, change, combine within a classification, or eliminate jobs, positions, and job classifications, as well as departments, sections, and units; the right to introduce or approve new technologies, procedures, methods, processes, facilities, fixtures, and equipment; the right to establish, maintain, change or enforce operations, procedures and policies; the right to maintain order and efficiency; the right to establish, maintain or change reasonable work standards; the right to subcontract work that does not erode the bargaining unit for reasons including, but not limited to, economic conditions, the provision of branded products, safety concerns, client requirements, the degree of technical expertise required in the work, and the timing requirements of the project; the right to conduct internal audits of any and all aspects of operations; the determination of the number, size and location of its facilities or any part thereof; the extent, means, and manners by which its facility, departments, sections, units, or any part thereof shall be operated, located, relocated, remodelled, refurbished, maintained, or shut down; the right to terminate, merge, consolidate, sell or otherwise transfer its business, facility, departments, sections, units, equipment, or machinery; the right to make, change, and enforce safety and security rules; the determination of the number of employees, productivity levels, the assignment of duties, and the right to change, increase, reduce, transfer or interchange the same; the direction of the workforce, including but by no means limited to hiring, selecting and training of employees; the

right to discipline, suspend, discharge for just cause, schedule, assign, lay-off, recall, promote, and transfer employees; make, enforce, and modify reasonable rules and policies.

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

#### **Article 6 – No Strike/No Lockout**

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

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

In addition to any other liability, remedy, or right provided by applicable law or statute, should any strike, sympathy strike, sit-down, slow-down, sit-in, picketing, cessation, interruption, boycott, or other interference with the operations of the Company occur, as soon as possible, the Union shall: disavow such action by the employees; advise the Company, in writing, that such action by the employees has not been called or sanctioned by the Union; notify employees of its disapproval of such action and instruct such employees to cease such action and return to work immediately.

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

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

#### **Article 7 – Non-Discrimination**

The Company and the Union agree that they will not discriminate against or harass any of the Company's employees because of the employee's race, color, creed, religion, sex, sexual orientation, age, national origin, disability, veteran status or any other personal characteristic that is protected by

applicable law. The Company and the Union also agree that they will not retaliate against any of the Company's employees who complain of discrimination or harassment or who participate in an investigation regarding discrimination or harassment. Any differences or disputes arising under this Article should be initially submitted through the Grievance and Arbitration provisions.

### **Article 8 –Diversity and Inclusion**

The Parties recognize that recent immigrant workers are integral to the success of this operation. While English is the language of the workplace, the Company recognizes the right of employees to use their preferred language during breaks and lunch periods and with one another in non-customer facing areas of the workplace.

### **Article 9 – Grievance Procedure**

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

When the grievance is reduced to writing, following the process set forth below, such grievance must reference the specific Article(s) of the Contract that are alleged to be in violation.

It is recognized that it is in the best interest of employees, management, and the public that disputes, complaints, and differences are resolved informally. A grievance will not be considered to exist until a complaint has been made by an employee or the designated Union representative to, and not resolved by, the employee's immediate supervisor. Grievances relating to the discharge of an employee shall proceed immediately to Step 2 of the grievance procedure.

Step 1 – For the grievance to proceed, the employee or the designated Union representative must then present the grievance, signed and in writing, to the Location Manager, or the designated management representative, within ten (10) work days of the event giving rise to the grievance or ten (10) work days from the time the employee or the Union should reasonably have known of the occurrence of the event upon which the grievance is based. Failure to meet this time requirement will exclude the grievance from further consideration.

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

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

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

Step 3 – Mediation: If the grievance is unresolved at Step 2, the parties may mutually agree to non-binding mediation, provided written notice of such desire is sent to the other party within seven (7) work days of receipt of the Employer's decision at Step 2. The Federal Mediation and Conciliation Service (FMCS) shall conduct the grievance mediation as expeditiously as possible.

Step 4 – Failing a satisfactory settlement of the grievance at Step 2, or Step 3 if the parties mutually agreed to mediate the grievance, the matter may be referred by the grieving party to Arbitration, within a period of thirty (30) calendar days from the receipt of the Company's written answer at Step 2 or the mediation. Failure to meet this time requirement will exclude the grievance from further consideration.

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

A claim by an employee who has completed the probationary period that the employee has been discharged without just cause shall be treated as a grievance, if a written statement of such grievance is lodged with the Resident District Manager or the designated management representative within ten (10) work days after the employee ceases to work for the Company. All preliminary steps of the grievance procedure prior to Step 2 will be omitted in such cases.

Saturdays, Sundays and holidays shall be excluded from the computation of time limitations under the grievance and arbitration procedure of the Agreement. For such purposes, the term "work day" shall mean Monday through Friday, exclusive of contractual holidays. In applying time limitations, the date of the occurrence of an event, after which the designated period begins to run, shall be excluded. The last day of the period ends at 4:00 P.M.

Probationary employees shall not have access to the grievance and/or arbitration procedure for any matters with respect to disciplinary or discharge matters.

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



## **Article 10 – Arbitration**

The parties shall attempt to mutually agree upon an arbitrator. If they are unable to mutually agree, the Union shall request the American Arbitration Association (with a copy of such request to the opposite party) to furnish the parties with a panel of impartial arbitrators, all of whom shall be members of the National Academy of Arbitrators (provided such membership does not unduly restrict the ability of the parties to receive a panel of arbitrators), according to the rules then in effect for that organization.

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

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

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

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

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

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

## **Article 11 – Union Representation**

The Union may elect or otherwise appoint up to five (5) stewards. The Union shall keep the Company notified in writing of the name of the steward and the effective date of their appointments. The Company shall not be required to recognize a steward until so notified in writing of the election or appointment of such individual.

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

Prior to accessing the client or Company premises a Union authorized representative will notify the Resident District Manager or their authorized designee of their presence. Such visitation shall not interfere with the work of the employees or the service to the customers of the Company.

The Union acknowledges that the operations of the Company are subject to the rules and regulations of Western Washington University and that such rules and regulations may restrict and/or modify the provisions for Union access otherwise provided.

The Union shall have the right to have notices posted on five (5) bulletin boards designated for such purpose. All such notices will be submitted to the Resident District Manager or the designated management representative prior to posting. Postings shall not contain material critical of the Company, and/or Western Washington University.

Employees shall be permitted to wear a one and one-half (1 ½) inch Union button while performing their duties, provided the wearing of such button does not pose a hazard to the public, the employee, or machinery, and the button is not inflammatory, defamatory, or disparaging toward the Company or the Company's client.

#### **Article 12 – Discipline and Discharge**

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

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

1. Coaching and Verbal Warning
2. Written Warning
3. Final Written Warning with the option of a Suspension
4. Discharge

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

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

- Unauthorized possession, use, sale, or distribution of alcoholic beverages on Company or client premises; (Violations of Aramark's Alcohol Policy will be handled in accordance with the terms and conditions of the Policy);
- Violation of Aramark's Policy Against Sexual Harassment or Other Workplace Harassment;
- Possession, use, sale or distribution of illegal drugs or other controlled substances;
- Theft;
- Insubordination;
- Fighting.

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

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

Employees shall be granted their request for a Union representative and a translator to be present during any investigative interview which may result in discipline of the employee and any meeting where discipline is administered. The translator shall not respond to questions on the worker's behalf.

The Company's Human Resources office shall, at reasonable times and at reasonable intervals, upon the request of an employee, permit that employee to inspect his or her personnel file on the employee's own time during regular office hours and with a Company representative present. This inspection shall be permitted within a reasonable period of the Employee's written request, provided that this falls within regular business hours. Employees are not permitted to remove any part of the personnel file, but may request copies of any document that they have previously signed.

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

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

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

### **Article 13 – Probationary Period**

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

Newly hired employees shall be considered probationary for a period of ninety (90) calendar days from the date of employment, excluding all time lost for any reason whatsoever. On or before sixty (60) days of employment, the Company shall provide the employee with a written evaluation of their performance. The Company may in its sole discretion, extend the probationary period by a period of thirty (30) calendar days by notifying the employee and the Union in writing of its intention to do so prior to the expiration of the initial period.

At any time during the probationary period, the Company may discharge, discipline, or lay off such employee at will. Such action shall not be subject to the Grievance or Arbitration provisions of this Agreement.

#### **Article 14 – Definition of Employee**

Regular full time – An employee that has completed the probationary period as defined in this Agreement, and is regularly scheduled for thirty (30) hours or more per work week.

Regular part time - An employee that has completed the probationary period as defined in this Agreement, and is regularly scheduled to work less than thirty (30) hours per work week.

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

#### **Article 15 – Seniority**

Seniority is defined as the period of continuous employment at Western Washington University from the last date of hire with the Company or any predecessor dining service Company at WWU.

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

An employee shall lose all seniority and shall be deemed to have terminated employment with the Company in the event of:

1. Voluntarily quit.
2. Termination for cause.
3. Failure to return to work from layoff within ten (10 ) work days of the mailing of a recall notice by registered mail to the employee's last known address (it shall be the employee's responsibility to keep the Company informed of any change in the employee's address).
4. Not recalled within twelve (12) months or the length of their seniority whichever the lesser from the date of layoff.
5. Absence due to non-occupational illness or accident for a period of six (6) months from the date the accident occurred or the illness commenced. Nothing in this Section is intended to restrict any rights an employee may have under the Family and Medical Leave Act (FMLA), the Americans with Disabilities Act (ADA) or applicable State or local law.
6. Absence due to occupational illness or accident for a period of twelve (12) months from the date the accident occurred or the illness commenced.
7. Failure to return from leave of absence as scheduled.
8. Absence from work for three (3) or more consecutive working days without notification to the Company.

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

### **Article 16 - Job Posting**

The Company shall post notice of a permanent job vacancy within the bargaining unit for five (5) working days.

The factors the Company will use in its evaluation of bidders for a vacant position are: qualification(s), skill(s), and ability. Where employees have the qualification(s), skill(s), and ability to perform the work, seniority will be the governing factor. At the employee's request, the Company shall provide written feedback to an employee that was not selected for a vacant position describing the reasons the employee was not selected.

**Qualifications, Skill and Abilities:** The Company shall provide the requisite qualifications, skills and ability for the Cook 1, Food Prep, Lead Cook and Supervisor 1 positions.

Employees awarded a promotional position shall be subject to a trial service period of up to thirty (30) calendar days. If, during the trial service period, the employee or the Company determines through an evaluation of performance, that the employee cannot succeed in the position, they shall be returned to their previous position.

Any successful bidder shall be moved to the new position as soon as it is practical to do so.

It is agreed that a successful bidder will not be eligible to bid on any other vacant positions for a period of six (6) months from the day the employee assumes the new position, unless the Company chooses to waive this provision.

The Company will post the initial permanent job vacancy and the second permanent job vacancy if applicable. The Company reserves the right to fill entry level job vacancies at its own discretion without posting.

### **Article 17 – Reduction in Workforce and Recall**

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

In the event that it is necessary to reduce the workforce the Company shall:

- Step 1 Request volunteers in the impacted classification and location.
- Step 2 Failing to get sufficient volunteers in the impacted classification and location, displace the most junior employee in the classification and location.

Employees impacted by a reduction in the workforce pursuant to the above process shall be afforded the opportunity to bid on open positions in their classification, or in other classifications in which the Company deems the employee has the necessary qualifications, skill and ability to perform the available work at non-impacted locations. Such positions shall be awarded on the basis of qualification and skill of employees in the classification. If two or more employees possess the qualification and skill, seniority will prevail. In the event there are no bidders in the classification, the position will be awarded in order of seniority to employees that have bid on the position that are not in the classification, that the Company deems the employee has the necessary qualifications, skill and ability to perform the available work.

Employee(s) shall be recalled to work in reverse order of the reduction in workforce, provided the employee(s) being recalled has the qualification(s), skill(s), and ability to do the available work.

### **Article 18 - Hours of Work and Overtime**

Work Week: The work week shall commence with and reflect the pay cycle of the Company. The work week currently begins on Wednesday and ends on Tuesday. The Company will provide the Union with thirty (30) days' notice in the event of changes to the pay cycle.

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

- Regular work schedules shall be posted at least two (2) weeks ahead of time, whenever possible.
- In the event that an employee's schedule is modified after it is posted, a supervisor will, if possible, communicate directly with the affected employee with regard to the schedule change.
- Where practicable, seniority shall be taken into consideration in scheduling the hours of work in a classification.

No Guarantee: Nothing in this Agreement or any work schedule shall be construed as a guarantee of the hours of work per day or any other period of time, or as a guarantee of starting or quitting times. Subject to the other provisions of this Agreement, employees will only be paid for hours actually worked.

Rest Break and Meal Period: All employees covered by this Agreement will be provided one (1) ten (10) minute paid rest break for each four (4) hours worked. Rest breaks will be scheduled by the manager. Employees who work five (5) or more hours in a day shall receive a thirty (30) minute unpaid uninterrupted meal period to be scheduled by the manager or designee. The Company shall schedule rest breaks to avoid interference with or interruptions to the efficient operations of the facility.

Overtime: Hours worked by an employee in excess of forty (40) hours per work week, or as otherwise required by law, shall be compensated at the rate of time and one-half (1½) the employee's regular

straight-time hourly rate. Holiday, vacation, sick and other non-work hours are excluded from the calculation of overtime.

Overtime shall be scheduled on the basis of classification, location and seniority. In the event overtime becomes necessary after the schedule is posted, the available overtime will be assigned as follows:

1. Offered to employees currently on the clock at the time the overtime arises in the classification and location in which overtime is available.
2. If insufficient employees accept offered overtime, the Company will require employees on the clock at the time in the classification and location the overtime arises to work the overtime, in inverse order of seniority.
3. Employees who fail to work required overtime may be subject to progressive disciplinary action up to and including discharge.
4. Prior to requiring employees to work the Company may solicit volunteers from other locations.

Pyramiding: There shall be no pyramiding or duplication of overtime or premium pay.

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

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

#### **Article 19 - Work of Management**

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

Nothing in this Agreement shall be construed to extend the terms and conditions of this Agreement to anyone working in a supervisory or non-bargaining unit capacity.

#### **Article 20 - Leaves of Absence**

Medical Leave: The Company shall administer leaves in accordance with applicable Federal and State law.

Union Leave: In the event an employee is hired or appointed to short-term employment with the Union, the employee will be allowed to take an unpaid leave of absence subject to the Company's

legitimate business needs. The employee shall provide a minimum of ten (10) work days' notice of such request. Such leave shall not exceed fifty (50) work days. No more than two (2) employees may be granted such leave at any one time. If applicable, the Company shall continue to pay for the employee's benefits during such leave provided that the Union and/or the employee reimburses the Company in full for such benefits beginning on the first (1<sup>st</sup>) day of the month following the commencement of such leave. During such leave, the Company will continue the seniority of the employee on leave and the accrual of benefits based on seniority.

Military Leave: The Company will comply with the applicable provisions of USERRA, as amended, governing leaves associated with service in the armed forces or applicable State law.

Personal Leave: Upon written notice to the Company, an employee with at least one (1) year of service may apply for a personal leave of absence of up to twenty (20) work days. An employee must submit a written request at least twenty (20) work days in advance; however, the Company will consider exceptions for unforeseen circumstances. The application shall specify the reason and the requested length of time for leave. The leave may be extended for twenty (20) work days by mutual agreement of the parties in writing in advance of the conclusion of the original leave and will not be unreasonably denied. The employee shall give a minimum of ten (10) work days' notice of such request. All leave requests shall be approved in the sole discretion of the Company and must include a return to work date.

Holidays, vacations, sick days, and other benefits shall not accrue during any leave of absence, except as required by applicable law.

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

For the purpose of this Article, the term "immediate family" shall be defined as current husband, current wife, current domestic partner, children or step children, parents or legal guardian, step parents, brother, sister, grandparents, grandchild, mother-in-law, and father-in-law.

Additional time off may be granted to an employee, without pay, when travel is required to attend the funeral of those mentioned above.

Jury Duty: An employee who has completed the probationary period and who is required to report and serve as a juror, as prescribed by applicable law, and who does so serve during hours in which the employee would otherwise be working for the Company (exclusive of overtime hours) shall be paid an amount equal to the difference between the total amount of jury pay received for the day and the amount the employee would have received in pay from the Company had the employee not been



required to serve as a juror. Said payment shall be based on the employee's straight time hourly rate and the number of hours the employee is regularly scheduled to work. In order to receive the payment herein referred to, the employee must give the employee's supervisor a copy of the summons prior to the day of service and submit documentation of payment for such service. The Company's obligation for pay shall be limited to twenty (20) work days per calendar year.

#### **Article 21 - Miscellaneous**

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

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

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

Employees shall be notified in writing at their home address two (2) weeks in advance of employee orientation prior to the first (1<sup>st</sup>) day of work following the summer break.

Staffing Mix Report: The Company and the Union agree the intent of the Company is to maintain the bargaining unit student mix ratio to the extent allowed by the Food Services Management Agreement between the Employer and Western Washington University. To this end the Company agrees to provide the following information on a quarterly basis:

- i. Hours worked for all bargaining unit employees including:
  - a. Name
  - b. Status [Active, Terminated, Leave of Absence]
  - c. Total hours worked including straight time, overtime, etc.
  
- ii. Total hours worked for all student hourly employees, with no other detail. The quarterly reporting schedule shall be as follows:
  - a. January 15 – To include - October, November, December
  - b. April 15 - To include - January, February, March
  - c. July 15 – To include April, May, June,
  - d. Oct 15 - July, August, and Sept.

## **Article 22 - Uniforms and Personal Appearance**

The parties agree that personal cleanliness and appearance are important and that employees are required to maintain a high degree of personal cleanliness and to conform to hygienic practices while on duty.

The Company shall provide up to three (3) uniforms per employee per year, which shall include shirts, aprons and hats. In addition, the Company shall provide each employee an allowance of up to twenty-five dollars (\$25.00) twice per year toward the purchase of non-slip work shoes and/or approved uniform pants. The reimbursement shall be made in six (6) month periods from September through February and March through August. An employee who does not request reimbursement in the first six (6) month period may carry over into the second period, but shall not accumulate into a third six (6) month period. Non-slip shoes may be purchased from the Company designated vendor or alternative sources. Employees electing to purchase non-slip work shoes from alternatives sources are required to provide documentation that the shoe is non-slip and proof of purchase, prior to receiving reimbursement of the allowance.

Employees must wear the uniform as directed by the Company. Employees are required to launder and maintain the uniforms.

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

Except for a one and one-half (1 ½) inch Union button as provided in this Agreement, no non-uniform apparel shall be worn.

## **Article 23 - Labor Management and Safety Committee**

The Company and Union agree that there shall be a Labor-Management Committee consisting of an equal number of Management and Union members (maximum of three [3]) to apprise each other of issues related to the operations and the work force; all with the aim of promoting a better understanding between the parties. Meetings will be held monthly, or more often as may mutually be agreed. A written agenda shall be established for each meeting. Such meetings shall not be construed as opening the Agreement for negotiations, nor shall any subject matter at the meetings constitute a step in the grievance procedure. Employees shall be paid at their regular hourly rate for time spent at Labor-Management Committee meetings. Each party will designate their representative(s) to the Labor-Management Committee.

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

## **Article 24 - Wage Rates and Classifications**

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

Out of Classification Work: In the event an employee is assigned to perform work for a period of time greater than one (1) hour in a classification that has a higher starting pay range, as specified in Schedule A, than the employee's regular classification, such employee shall be paid the higher of:

- their current rate of pay or,
- the top start rate of pay for the classification to which they have been temporarily assigned for actual time worked in the higher rated classification.

Training: All employees shall be compensated at their regular rate of pay for any training required by the Company. Employees may request the opportunity to train into other positions both in and outside of their existing classification for the purpose of increasing their knowledge, skill and ability. Such request shall be accommodated at the Employer's discretion and shall not be unreasonably denied. Cross training opportunity shall be allowed exclusively to fill in for temporarily vacant positions.

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

Request for Job Classification Review: An employee who believes that they are misclassified, to the extent that they are consistently working out of their classification, may request the Company review their job classification. The Company shall notify the employee and the Union of the outcome of the review and any change in rate pay, if any. The Company reserves the right to make the final determination of an employee's job classification; and the Union reserves the right to grieve the reasonableness of the determination. The Company will not be obligated to review a job classification that has been previously reviewed.

Pay Methods and Leave Balance Reporting: All wages shall be paid by check, direct deposit, pay card or other means offered by the Company provided that employees who elect direct deposit or pay card also consent to receive their paystub electronically. Employees who do not have access to the internet outside of work may request the Employer to print a copy of their paystub. The Company shall post a report of unused vacation, PTO and floating holiday balances each November and May.

## **Article 25 – Health and Welfare**

All full time employees are eligible for health and welfare benefits as outlined below. A full time employee for purposes of determining eligibility for health and welfare benefits is defined as an employee that is regularly scheduled to work a minimum of thirty (30) hours each week in the current

plan year.

### Health Insurance

On the first (1<sup>st</sup>) day of the month following thirty (30) continuous days of employment Aramark will provide eligible full-time employees medical benefits through an Aramark sponsored carrier. The plan(s), plan design(s) and schedule(s) of benefits may be adjusted from time to time in line with changes to the medical benefit for all Aramark employees, or as required by law. Other changes might include a change in the insurer, health maintenance organization, or other service provider that provides the benefits or establishes the network of participating providers. Any changes to premiums or eligibility will be effective with the start of the plan year on January 1<sup>st</sup>. Please refer to the Summary Plan Description for details regarding the plan(s).

Employee contributions for medical will be at the standard Aramark rates and are subject to change from time to time in accordance with changes made for all Aramark employees or as required by law.

### Basic Life and Basic Accidental Death & Dismemberment (AD&D)

Aramark will provide eligible employees Basic Life and Accidental Death & Dismemberment insurance in the amount of five thousand dollars (\$5,000.00) effective on the first (1<sup>st</sup>) day of employment. Basic Life and AD&D insurance is one hundred percent (100%) paid by Aramark. Please refer to the Summary Plan Description for details regarding these plans.

### Health Care Flexible Spending Account (FSA)

Aramark will provide eligible employees with the opportunity to enrol in the Aramark Health Care Flexible Spending Account (FSA). Employees may elect to deposit through payroll deduction between fifty dollars (\$50.00) and two thousand five hundred and fifty dollars (\$2,550.00) on pre-tax basis into their FSA to pay for eligible, non-reimbursable health care expenses. The plan design is subject to change from time to time in accordance with changes made for all Aramark employees or as required by law. Please refer to the Summary Plan Description for details regarding this plan.

### Dental

Aramark will provide eligible employees the opportunity to enrol in dental coverage provided through an Aramark selected provider. The plan(s), plan design(s) and schedule(s) of benefits may be adjusted from time to time in line with changes in the dental benefit for all Aramark employees or as required by law. Please refer to the Summary Plan Description for details regarding the plan(s). Eligible employees who elect to enrol in dental coverage will be responsible for one hundred percent (100%) of the premium.

### Vision

Aramark will provide eligible employees the opportunity to enrol in vision coverage provided through an Aramark-selected provider. The plan(s), plan design(s) and schedule(s) of benefits may be adjusted from time to time in line with changes in the vision benefit for all Aramark employees or as required by law. Other changes might include a change in the insurer or other service provider that provides the benefits or establishes the network of participating providers. Any changes to premiums or eligibility will be effective with the start of the plan year, January 1<sup>st</sup>. Please refer to the Summary Plan

Description for details regarding the plan(s). Eligible employees who elect to enrol in vision coverage will be responsible for one hundred percent (100%) of the premium.

#### Short-Term Disability

Aramark will provide regular non-exempt employees that are regularly scheduled to work thirty (30) hours per week the opportunity to enrol in Short-Term Disability (STD) plan provided through an Aramark selected provider. Please refer to the Summary Plan Description for details regarding this Plan. The premium for STD is shared by Aramark and the employee.

#### Coverage While On an Approved Leave of Absence

Coverage may be continued during a leave of absence, including a family medical, disability, worker's compensation, personal leave or a call to active military duty, as required by USERRA. Employee contributions, if any, must be continued in the same manner as when the employee was actively at work. Coverage will be cancelled if employee contributions are not paid.

### **Article 26 – Aramark 401(k) Retirement Savings**

All employees will be provided the opportunity to enrol in the Aramark Hourly 401(k) Plan once they meet the eligibility rules. The features of the Plan (service provider, loan and withdrawal provisions, and available investments) may change at any time according to changes applied to all Aramark employees, or as required to meet legislative changes. All investment and administrative fees are paid by the Employee. Please refer to the Summary Plan Description for details regarding the plan(s).

Eligibility: Employees shall become eligible following completion of one (1) year of service.

Employee Contributions and Eligible Earnings: Employees may elect to contribute one percent (1%) to twenty-five percent (25%) of Eligible Earnings, subject to the IRS cap. Participants age fifty (50) and older can make additional "Catch-Up Contributions"

Eligible Earnings: Eligible Earnings includes regular pay, overtime, vacation pay, sick pay, holiday pay, but excluding Company contributions for benefits (i.e., group insurance, life insurance, etc.

401(k) Benefits Available during a Leave of Absence: Eligible employees who are on approved paid leave of absence may participate by continuing to make contributions to the Hourly 401 (k) Plan.

Company Contributions: Effective January 1, 2014, the Company will match employee payroll of up to the first six per cent (6%) of eligible earnings at the rate of fifty cents (\$0.50) per one dollar (\$1.00) of contribution.

### **Article 27 - Paid Time Off**

The Company provides paid time off when: the employee or a member of the employee's family is ill or injured or requires medical care, to attend to personal business such as legal proceedings, school

meeting and vehicle registration, or for an employee's or family member's status as a victim of domestic violence/sexual assault, for any reason protected under applicable law during the work week.

Employees who are regularly scheduled to work thirty (30) hours or more per week will accrue PTO at the rate of half (1/2) day per month up to six (6) PTO days during a twelve (12) month period. PTO will continue to accrue up to a maximum balance of twelve (12) days.

PTO requests must be submitted in writing on the Company's PTO/Vacation/Floating Holiday Request Form with as much advanced notice as possible, but in no case later than two (2) days prior to the date the schedule is posted. PTO requests that are submitted two (2) weeks in advance shall be granted by the Company by seniority, subject to business requirements. In the event of an unforeseen emergency, PTO requests will be considered if the employee has complied with the Company's call-off policy and contacted their supervisor at least two (2) hours before the start of their scheduled shift.

PTO shall be calculated by multiplying the employee's regularly-scheduled daily hours by the employee's regular straight-time hourly rate.

When an employee leaves the Company, accrued but unused PTO is not paid out except as required by applicable law.

### Article 28 - Vacation

Employees who are regularly scheduled to work at least thirty (30) hours per week are eligible for paid vacation. Accrued vacation may be used after completion of six (6) months of service.

Annual vacation accruals are based on years of service. Employees will stop accruing vacation once they reach the maximum vacation accrual, and vacation accruals will resume after the employee's vacation balance is reduced below the maximum accrual. The chart below summarizes the accrual schedule and maximum vacation accrual for eligible employees.

Years of Service	Vacation Accrual Rate per Month	Vacation Accrual Rate per Year	Maximum Vacation Accrual
1	.416 days	5 days (up to 40 hours)	5 days (up to 40 hours)
3	.833 days	10 days (up to 80 hours)	10 days (up to 80 hours)
8	1.25 days	15 days (up to 120 hours)	15 days (up to 120 hours)

After the completion of six (6) months of service an employee may request to take accrued vacation by completing the Company's PTO/Vacation/Floating Holiday Request form. Requests for vacation are subject to manager approval. Vacation requests that are submitted two (2) weeks in advance shall be granted by the Company by seniority, subject to business requirements.

Vacation pay shall be calculated by multiplying the employee's regularly scheduled daily hours by the employee's regular straight-time hourly rate.

Upon termination of employment or upon changing to non-benefits status, all unused vacation will be paid out at the employee's current regular rate of pay.

### **Article 29 – Holidays**

During the term of this Agreement regular full-time and part-time employees who have completed their probationary period with the Company shall be eligible for the following paid holidays:

MLK Day  
President's Day  
Memorial Day  
Thanksgiving Day  
Day after Thanksgiving Day  
Floating Holiday

Employee(s) with five (5) or more years of Aramark employment as of January 1, 2017 will be eligible for an additional paid holiday on Veteran's day.

Employees that are required to work on Christmas Eve, Christmas Day, New Year's Day or Independence Day will be compensated at their regular rate of pay plus holiday pay.

**Eligibility:** Regular full time and part time employees that have completed their probationary period shall be eligible to receive holiday pay provided that:

1. The employee must work their complete scheduled workday prior to and following the holiday to be eligible for and receive holiday pay.
2. The employee must work the complete scheduled holiday or the employee shall forfeit holiday pay for that day.
3. An employee on lay off or leave of absence is not eligible for holiday pay when the holiday occurs during the lay off or leave of absence.

**Holiday Pay:** Holiday pay for eligible employees shall be calculated by dividing the employee's regularly-scheduled weekly hours by five (5) and multiplying by the employee's regular straight-time hourly rate.

Employees scheduled to work on a paid holiday shall be paid their regular straight-time hourly rate for all hours worked on the holiday in addition to their holiday pay.

In the event that any paid holiday falls during an employee's annual vacation, said vacation shall be extended by an amount equal to the number of holidays occurring during the vacation.

**Floating Holiday:** The employee is required to complete the Company's PTO/Vacation/Floating Holiday Request form and receive manager approval. Floating Holiday requests must be submitted with as much advanced notice as possible, but in no case later than two (2) days prior to the date the schedule is posted. Floating Holiday requests that are submitted two (2) weeks in advance shall be granted by

the Company by seniority, subject to business requirements. The Floating Holiday must be utilized during the contract year or it is forfeited. When an employee leaves the Company, the unused Floating Holiday is forfeited.

### Article 30 - Savings Clause

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

### Article 31 - Duration

This Agreement shall be effective from **January 21, 2016 – December 31, 2019**. This Contract shall automatically renew from year to year after December 31, 2015, unless notice, in writing, is given sixty (60) calendar days prior to the expiration date by either party that such party terminates the Agreement on the expiration date. Failure by either party to give such notice shall be deemed to be consent to a renewal of this Agreement for a period of one (1) year from the termination date affixed herein.

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

**ARAMARK EDUCATION SERVICES LLC  
at Western Washington University**

**SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 925**

4/27/16  
Date

4-20-2016  
Date  
Brandon Tippy, Internal Organizer

4/27/16  
Date

4/16/16  
Date  
Christopher Stiff, Chapter President

4/21/16  
Date

4/14/16  
Date  
Nicole Meinzer, Bargaining Team

4/27/16  
Date

4/16/16  
Date  
Emily Warner, Bargaining Team



## Schedule A

### Section 1. Job Classifications and Minimum Pay Rates.

New employees shall be classified and compensated based upon the following table of job classifications and pay rates:

Classification	Minimum Rate	Min. Rate	Min. Rate	Min. Rate	Min. Rate
	Active on 1/20/16	Hired on or after 1/20/16	Hired on or after 1/1/2017	Hired on or after 1/1/2018	Hired on or after 1/1/2019
Baker	Greater of State Min Wage + \$2.00 or \$12.30	12.00	\$ 12.55	\$ 12.80	\$ 13.10
Cashier	Greater of State Min Wage + \$1.50 or \$11.30	11.00	\$ 11.55	\$ 11.80	\$ 12.10
Cook I	Greater of State Min Wage + \$2.00 or 12.30	12.00	\$ 12.55	\$ 12.80	\$ 13.10
Driver	Greater of State Min Wage + \$4.00 or 13.80	13.50	\$ 14.05	\$ 14.30	\$ 14.60
Food Prep Assoc.	Greater of State Min Wage + \$1.00 or \$10.80	10.50	\$ 11.05	\$ 11.30	\$ 11.60
Food Service Assoc.	Greater of State Mini Wage + \$1.50 or \$11.30	11.00	\$ 11.55	\$ 11.80	\$ 12.10
Food Service Sup I	Greater of State Mini Wage + \$4.00 or \$13.80	13.50	\$ 14.05	\$ 14.30	\$ 14.60
Food Service Sup II	Greater of State Min Wage + \$5.50 or \$15.30	15.00	\$ 15.55	\$ 15.80	\$ 16.10
Lead Baker	Greater of State Min Wage + \$4.50 or \$13.80	13.50	\$ 14.05	\$ 14.30	\$ 14.60
Lead Cook	Greater of State Min Wage+ \$5.00 or \$14.80	14.50	\$ 15.05	\$ 15.30	\$ 15.60
Lead Food Prep Assoc.	Greater of State Mini Wage + \$2.00 or \$12.30	12.00	\$ 12.55	\$ 12.80	\$ 13.20
Lead Food Serv. Assoc.	Greater of State Min Wage + \$3.00 or \$12.80	12.0	\$ 13.05	\$ 13.30	\$ 13.60
Cook II	Greater of State Min Wage + \$3.50 or \$13.30	13.00	\$ 13.55	\$ 13.80	\$ 14.10
Lead Utility Assoc.	Greater of State Min Wage + \$2.50 or 12.30	12.00	\$ 12.55	\$ 12.80	\$ 13.10
Utility Assoc.	Greater of State Min Wage + \$1.00 or 10.80	10.50	\$ 11.05	\$ 11.30	\$ 11.60

**Section 2 Annual Base Wage and Longevity Pay Adjustments:**

	<b>Annual Base Wage Adjustment</b>	<b>Longevity Premium</b>
1/21/2016	Greater of Min. Rate or \$0.30	\$0.10 per year of Aramark Service
1/1/2017	\$0.25	\$0.10
1/1/2018	\$0.25	\$0.10
1/1/2019	\$0.30	\$0.10

Section 2.1 Annual Base Wage Adjustment: Effective upon the date noted on the table above and exclusive of wage adjustments associated with promotion, employees shall receive the greater of the base rate adjustment noted on the wage schedule in Schedule A, Section 1 Job Classifications and Minimum Pay Rates or the wage adjustment noted on the table above.

Section 2.2 Longevity Premium: The maximum cumulative longevity premium an employee will receive for all years of Aramark service is seventy cents (\$0.70). For example, an employee with four (4) complete years of service on January 1, 2016 will receive ten cents (\$0.10) longevity premium on January 21, 2016; ten cents (\$0.10) longevity premium on January 1, 2017; ten cents (\$0.10) longevity premium on January 1, 2018, and; ten cents (\$0.10) longevity premium on January 1, 2019 for a total of forty (\$0.40) cents over the term of this Agreement and a maximum of seventy cents (\$0.70 ) over the term of the employee's employment.

**Section 3:** Nothing in this Article shall require the Company to reduce a current employee's rate of pay.

Letter of Understanding

ARAMARK EDUCATION LLC

and

SEIU LOCAL 925

This letter will confirm the following understanding reached by the Parties.

Employees with thirteen (13) years or more of service with the prior management company as of August 31, 2011 shall accrue 1.67 days per month (up to a maximum of 20 days) of vacation per year.

**ARAMARK EDUCATION SERVICES LLC**  
at Western Washington University

**SERVICE EMPLOYEES INTERNATIONAL UNION**  
**LOCAL 925**

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Brandon Tippy, Internal Organizer  
Date