

**AGREEMENT**

**BETWEEN**

**CHARTWELLS HIGHER EDUCATION,  
A DIVISION OF  
COMPASS GROUP USA, INC.**

**For the Associates at its  
SUNY Purchase College Operation**

**AND THE**

**CSEA LOCAL 1000 AFSCME, AFL-CIO**

**Agreement Effective: September 1, 2011 through August 31, 2016**

**Op. # 11692-94, 19190  
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## **AGREEMENT**

**THIS AGREEMENT** is made and entered into by and between Chartwells Higher Education, a Division of Compass Group USA, Inc., hereinafter referred to as the "Company" and the CSEA, Local 1000 AFSCME, AFL-CIO, hereinafter referred to as the "Union."

## **WITNESSETH**

**WHEREAS**, the parties have entered into Collective Bargaining Negotiation which negotiations have resulted in complete agreement between the parties.

**NOW, THEREFORE**, it is agreed by and between the Union and the Employer as follows:

### **ARTICLE 1 - RECOGNITION**

Section 1 - The Employer recognizes the Union as the sole Collective Bargaining Agent for all of its non-supervisory food service employees, identified on the "New Hire Rate Scale" in Article 31.2 herein, excluding all confidential employees, office clerical employees, sales employees, chefs, sous chefs, students, security guards, managerial employees and supervisors as defined in Section 2 (11) of the Act.

Section 2 - There shall be no contribution for call-in, interns or temporary employees, except as specifically stated in the Probationary Period and Definitions Article.

### **ARTICLE 2 –SECURITY AND CHECK-OFF**

Section 1 – The Employer agrees during the term of this Agreement to a voluntary check-off of the weekly dues or fees, generally applicable from all employees covered by this Agreement, in accordance with the National Labor Relations Act.

Section 2 – Chartwells shall deduct membership dues from the pay of each employee who has signed a membership/Dues authorization card at the close of each pay period and remit the sum to the Civil Service Employees Association, Inc., P.O. Box 7125, Capitol Station, Albany, NY 12224. CSEA shall notify Chartwells of the amount to be deducted. Chartwells shall remit dues on a monthly basis and provide CSEA with pertinent information.

Section 3 – CSEA agrees that membership in CSEA shall be made available to all eligible employees in the bargaining unit on an equal basis without discrimination.

Section 4 – Membership in defined as the obligation to pay dues as uniformly required as a condition of acquiring and retaining membership in CSEA.

**(ARTICLE 2 –SECURITY AND CHECK-OFF continued)**

Section 5 – As a condition of employment, all the employees of the Company covered by this Agreement shall be CSEA members or fee payers in good standing for the term of this Agreement.

Section 6 – Upon receipt of a written authorization from an employee, the Employer shall, pursuant to such signed authorization, deduct from the employee's paycheck membership dues or fees, in lieu thereof, at the close of each pay period, starting not earlier than the first pay period following the completion of the employee's first thirty (30) calendar days of employment. The Employer shall remit all sums deducted on a monthly basis to the Civil Service Employees Association, Inc., P.O. Box 7125, Capitol Station, Albany, New York 12224, together with a list consisting of the employee's name, job title, rate of pay, social security number, seniority date, hours of work, amount deducted, most recent known home address. In addition, the Employer shall provide CSEA with additions and deletions and changes to those lists as they occur.

Section 7 – The Employer shall be relieved from making such "check-off" deductions upon (a) termination of employment (until all other deductions have been made), or (b) transfer to a job other than one covered by the bargaining unit, or (c) layoff from work (after the employee have exhausted his/her accruals), or (d) an agreed leave of absence without pay (after the employee have exhausted his/her accruals), or (e) revocation of the check-off authorization in accordance with its terms or with applicable law. Notwithstanding the foregoing, upon the return of an employee to work from any of the foregoing enumerated absences, the Employer will immediately resume the obligation of making said deductions, except that deductions for terminated employees shall be governed by paragraph 1 hereof. This provision, however, shall not relieve any employee of the obligation to make the required dues or fees payment pursuant to the Union's Constitution in order to remain in good standing.

Section 8 - The Union shall notify each employee who refuses to comply with this Article or who is in arrears in his/her payments, and shall request that the employee bring him/her self up to date in such payment. The employee shall be given a period of thirty (30) calendar days for such purpose and shall be warned that if he/she does not comply with this Article, the Employer may discharge the employee subject to the applicable provision of Law.

Section 9 - After the refusal to make payment or the arrear in the payment or the same is demonstrated, and the notice requiring payment as provided in Section 6 of this Article has been given, and the period of thirty (30) calendar days has expired, and the employee has not complied with his/her obligation in accordance with this Article, the Employer shall be obligated to discharge said employee upon written request of the Union.

**(ARTICLE 2 –SECURITY AND CHECK-OFF continued)**

Section 10 - Indemnification: It is specifically agreed that the employer assumes no obligation, financial or otherwise, arising out of compliance with the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any Employee arising from deductions made by the Employer hereunder. Once funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

**ARTICLE 3 – UNION VISITATION**

Section 1 - Official representatives of the Union shall be admitted to the Employer's premises at all reasonable times as may be deemed necessary to observe the working conditions existing in the operation of the Employer in connection with the performance of this contract, or to carry out union business, provided said inspection does not interfere with the operation of the kitchen, cafeteria, dining room and/or the Employer or with any of the work of the employees who may be assigned to duty at the time. Said Representative shall give advance notice of visit. Union meetings shall not interfere with production.

Section 2 - If it becomes necessary for a Union Representative to meet privately with the Shop Steward during working hours, such meeting shall be granted, so long as facility operations are not disrupted and approval from the Director must be obtained.

Section 3 - The Company and the Union Representative, excluding Shop Stewards, shall conduct themselves in such manner as to carry out the intent and spirit of this Article.

**ARTICLE 4 – SHOP STEWARDS**

Section 1 – Chartwells recognizes the right of the Union to designate a Shop Steward(s) who shall be recognized as representatives of the union for all matters arising under this Agreement to the extent permitted herein. The Union shall notify Chartwells as to the identity of the Shop Steward(s) and Union Representatives in writing. Union business will be scheduled on non-working time, whenever possible. Union Stewards will be paid for any lost time falling within their regularly scheduled shift.

Section 2 - The Union shall designate Shop Stewards from the group they are to represent, and the Union will notify the Company of the duly designated Shop Steward(s) at each facility.

Section 3 - The Shop Steward shall not interfere with the management of the business nor direct any work of any employee, but may advise the Company of any violations of the Agreement, and also notify the employee participation therein.

Section 4 - Stewards have no authority to take strike action, or any other action, which interferes with or interrupts the Company's operation.

## **ARTICLE 5 – BULLETIN BOARD**

Chartwells shall provide bulletin boards for each outlet location for the exclusive use of CSEA. Notices posted shall not be derogatory.

## **ARTICLE 6 – MANAGEMENT RIGHTS**

Section 1 - Except as (specifically) limited by other provisions of this Agreement, the Employer shall have the exclusive right to plan, direct and control its operation; the right to schedule; increase and decrease hours; adjust and assign work; to hire; promote; transfer; reclassify, discharge and discipline for just cause; layoff and recall; the right to determine the size and composition of the work force; to establish or reasonably change rules and regulations; to implement the company handbook.

Section 2 - The Employer shall also have the exclusive right to determine the means and methods to produce and serve the menu including material service changes requested by the client.

Section 3 - The Company shall keep the Union President or Union Representative(s) informed in advance of any major changes affecting the working conditions of the employees. Any changes the Employer wishes to make to policies, procedures, rules or regulations that affect terms or conditions of employment will be discussed with the Union, or will be negotiated if the changes are traditional mandatory subjects of bargaining, prior to implementation.

## **ARTICLE 7 – NO STRIKE/NO LOCKOUT**

Section 1 – The Union and its members, individually or collectively agree that they will not during the term of this Agreement, cause, encourage, permit, or take part in any strike, sympathy strike, picketing or boycott, working interference or slow down against the Company.

Section 2 – Correlative with this provision, the Company agrees not to engage in a lockout for the term of this Agreement.

Section 3 – The Union agrees that in the event an employee(s) violates the terms and conditions of this Article, the Union will notify and utilize its best efforts to get such employee(s) to resume work immediately.

Section 4 - Any employee, who violates this provision or participates in its violation, shall be subject to discipline, up to and including discharge. Such action taken against the employee may be subject to the grievance and arbitration procedures.

Section 5 - The Company agrees that during the term of this Agreement, or any renewal, or extension of this Agreement, shall not lockout its employees.

## **ARTICLE 8 – NON-DISCRIMINATION/EQUAL OPPORTUNITY**

Section 1 - The Company and the Union agree not to discriminate against any individual with respect to hiring, compensation, or terms and conditions of employment on the basis of age, race, color, religion, gender, disability, union status, sexual orientation, or national origin.

Section 2 - Nothing in this Article shall supersede any State or Federal Law, prohibiting workplace discrimination.

Section 3 - There will be no discrimination against any employee on account of membership in or activity in behalf of the Union.

## **ARTICLE 9 – SEXUAL HARASSMENT**

Section 1 - The Employer is committed to the principle that no employee shall be subject to sexual harassment in any form. Sexual harassment is defined but not limited to as unwelcome sexual advances, requests for sexual favor, and other verbal, or physical behavior of a sexual nature.

Section 2 - Allegations of sexual harassment will be investigated, and substantiated findings will be dealt with disciplinary action, up to and including termination.

## **ARTICLE 10 – PROBATIONARY PERIOD AND DEFINITIONS**

Section 1 – All employees shall be considered probationary employees until they have completed forty-five (45) calendar days of employment. Time-off accrual shall be calculated based on date of hire. The Company's decision to terminate an employee during his/her probationary period shall not be a matter subject to the grievance process. During the probationary period, the employee shall not be entitled to any benefits under this Agreement.

Section 2 - There shall be no contribution for call-in, interns or temporary employees, unless specifically stated in this Article.

Section 3 - A call-in employee is defined as one who is called to cover a short-term absence of regular employees or to work special events on an as-needed basis. Call-in employees will not be used to permanently replace bargaining unit members. Call-in work shall be offered to available bargaining unit employees, provided that it does not conflict with their regularly scheduled shifts.

## **(ARTICLE 10 – PROBATIONARY PERIOD AND DEFINITIONS continued)**

Section 4 - A temporary employee is defined as one who is hired for a specific period of time, not to exceed forty-five (45) days to cover longer-term illness absences or to work a special project. A temporary employee who remains working beyond forty-five (45) days in a position covered by the collective bargaining agreement shall become a Union member in good standing. Temporary employees will not be used to permanently replace bargaining unit members. Temporary work shall be offered to available bargaining unit employees, provided that it does not conflict with their regularly scheduled shifts.

Section 5 - An Intern is a student from a culinary training facility or a person from a community outreach program who is completing a “work experience” at SUNY Purchase as part of their curriculum. Their program “term” is known when their internship begins. This time frame shall be conveyed to the Union Steward. An intern who remains working beyond forty-five (45) days in a position covered by the collective bargaining agreement shall be become a Union member in good standing. Interns will not be used to permanently replace bargaining unit members.

## **ARTICLE 11 - SENIORITY**

Section 1 – Seniority shall be defined as a full-time or part-time employee’s length of service with the Company from his or her last date of hire.

Section 2 - Seniority and employment shall be terminated if an employee:

- a. quits or retires;
- b. is discharged for cause;
- c. is absent from work for three (3) working days without notification to the Company;
- d. fails to advise the Company of intent to return to work within five (5) working days after receiving a notice of recall by telephone and/or mail to his/her last known address;
- e. performs no work for one (1) year or for a period of time equal to that employee’s seniority, whichever is shorter. This does not pertain to employees who may be on leave under FMLA, Military Leave, or any leave for CSEA / AFSCME conferences or organizational purposes;
- f. fails to report to work at the termination of a leave of absence or an extension thereof, except in extenuating circumstances. The Company may require documentation of such extenuating circumstances;
- g. engages in gainful employment including self-employment, during a leave of absence. This section is not meant to refer to an employee’s work outside of the Company that existed prior to the leave, or an approved union leave;
- h. fails to return from personal or medical leave when scheduled.

## **ARTICLE 12 – LAYOFF AND RECALL**

Section 1 – In the event of a reduction in the workforce, seniority shall apply. All students shall be laid off first, followed by the employees with the least seniority within the affected



**(ARTICLE 12 – LAYOFF AND RECALL continued)**

classification. Laid off employees shall have the right to bump less senior employees in other classifications, provided that the employees are qualified to do the work.

Section 2 – An employee who is laid off must notify Chartwells, in writing, of any changes of telephone number and /or address.

Section 3 – A layoff shall be defined as a reduction of workforce. In the event of a recall, the bargaining unit employee(s) will be recalled in inverse order of layoff. A bargaining unit employee being recalled to a different classification must be qualified to do the job.

Section 4 - No new employee will be hired at any facility until all qualified laid-off employees, at all facilities, have been offered the position(s) involved. However, a laid-off employee from a facility other than the one in which the vacancy occurs may reject the offer, if it would require that employee to relocate, without loss of seniority and future right of recall outside of SUNY Purchase.

Section 5 - Notification of recall shall be given by mail, and phone call, and the Union shall be advised of such opening and notifications. The employee shall be required to respond within five (5) working days, upon receipt of such notice/or call, whether or not the employee will accept the position.

Section 6 - The Employer's obligation to send such notice shall be limited to the openings, which occur within one (1) year from the date of the lay off. After one (1) year, the said employee shall be removed from the seniority list and recall list.

Section 7 - Any employee rehired after layoff during the term of this Agreement shall receive any wage increase(s), which became effective during the period of such layoff in which such employee would have received but for the layoff.

Section 8 - The Company will give the employees at least one (1) week notice in the event of a layoff.

**ARTICLE 13 – REDUCTION OF HOURS**

Section 1 - The Company will not reduce an employee's hours unless business needs require it. In the event of reduction in hours, the Company will reduce hours by seniority, starting with the least senior employee by classification, campus-wide.

Section 2 – Student employees working in the same classification will have their hours reduced before bargaining unit members.

Sections 3 – If the hours reduced become available, the Company will offer the additional hours by seniority and by classification to the bargaining unit employees affected by the reductions.

## **ARTICLE 14 – HOURS OF WORK**

Section 1 – The normal workday shall be eight (8) hours in a day. The normal workweek shall be forty (40) hours per week. This shall not be construed as a guarantee of hours per week or per day. The Employer shall offer available bargaining unit hours to the bargaining unit members.

Section 2 – Employees reporting for their regularly scheduled shift are guaranteed at least four (4) hours of work or pay as a minimum.

Section 3 – Overtime pay at time and one-half (1-1/2) shall be paid for all hours worked in excess of forty (40) hours per workweek. All paid leaves shall count toward the computation of hours for the purpose of overtime eligibility. Overtime will be distributed on a rotating basis by work location and by seniority.

Section 4 - No overtime will be worked, except by prior direction of the proper supervisory personnel of the Company. Nothing herein shall be construed to require or permit the pyramiding of overtime or overtime pay.

Section 5 - For the purpose of computing overtime, the workweek will begin Friday and end Thursday.

Section 6 - Overtime list will be made available to Shop Stewards and the Union on request.

Section 7 – The Company shall provide as much notice as possible in the event that overtime hours are needed to be worked.

Section 8 – A full-time employee shall be defined as an employee who is regularly scheduled to work thirty (30) or more hours per week. All full-time employees are eligible for all fringe benefits.

Section 9 – A part-time employee shall be defined as an employee who is regularly scheduled to work less than thirty (30) hours per week. All part-time employees are eligible for all holiday and sick leave benefits on a prorated basis.

Section 10 – Employees will have seven (7) minutes of grace time when clocking in past their start time that will not be counted against them.

Section 11 – The pay week shall begin on Thursday of each week at the start of the Employee's regularly scheduled shift. If the Company should have a procedural change in its payroll system that results in a change to the pay week, the Company will notify the Union of this change.

## **(ARTICLE 14 – HOURS OF WORK continued)**

Section 12 – All employees in the bargaining unit shall be paid on a weekly basis with the normal payday being every Friday. All employees in the bargaining unit shall have the option of direct deposit available to them on an individual basis at the financial institution(s) of their choice.

Section 13 - The regular work schedule for each week shall be posted at least five (5) calendar days prior to the beginning of the workweek. However, work schedules, may be changed by the Employer where business conditions warrant such change.

## **ARTICLE 15 – SUMMER AND RECESS HOURS**

Section 1 – Employees will sign up for available summer and recess work and the Employer will schedule according to such a list on a rotating basis based on seniority. Employees working on one recess will not be eligible to work on the next recess unless the seniority list is first exhausted.

Section 2 – If an insufficient number of employees sign up, the Employer may schedule employees by inverse seniority by location within the classification that is needed provided the employee is qualified to perform the duties.

Section 3 – The Company will make every effort to give employees notice of available work during the summer.

Section 4 – Bargaining unit employees shall be placed on automatic recall upon conclusion of SUNY Purchase academic breaks and summer recess.

## **ARTICLE 16 – BREAKS AND MEALS**

Section 1 - Employees shall receive the following break periods as scheduled by management:

- a. Employees working eight (8) hours or more shall receive one (1) thirty (30) minute unpaid break and two (2) fifteen (15) minute paid breaks.
- b. Employees working six (6) hour shifts shall receive one (1) thirty (30) minute unpaid break and one (1) fifteen (15) minute paid break.
- c. Employees working four (4) hour shifts shall receive one (1) fifteen minute paid break.

Section 2 –The Employer shall offer employees working six (6) hours or more, one meal of up to eight (\$8.00) dollars per day on the Company Meal Plan Program. Employees working four (4) hours or more, not to exceed six (6) hours in a day, shall be entitled to a three (\$3.00) dollars per day towards a meal on the Company Meal Plan Program

## **(ARTICLE 16 – BREAKS AND MEALS continued)**

Section 3 – The Company Meal Plan Program is in accordance with company plan and as the plan may change. All meals must be consumed on premises in designated areas. The meal benefit is intended for the use of associates only, and may only be applied to the day earned. A typical meal (which excludes all pre-packaged items) may consist of: the ABC Board, Entrée at GMs discretion or Salad/Salad Bar or Grill Option or Deli Option plus a beverage (excluding bottled beverages and liquor).

## **ARTICLE 17 – SAFETY AND HEALTH**

Section 1 - The Employer remains committed to providing and maintaining safe working conditions, and to initiating and maintaining operating practices that will safeguard employees, in an effort to eliminate the potential of an on-the-job injury or illness, and resulting Worker's Compensation claims.

Section 2- The Employer Safety Director and CSEA will cooperate in the identification of safety hazards and will work mutually toward their elimination or control and strive to insure compliance with safety guidelines and policies established in the interest of providing a safe and healthful workplace.

Section 3 - Should a complaint involving an alleged violation of this Article, or any safety violation shall be subject to the Grievance and Arbitration article.

Section 4 – Personal protective equipment shall be supplied by the Employer where such equipment is required (herein in Section 4) and issued, employee(s) are required to use the equipment. Appropriate supervisory attention to required replacement shall be prompt.

## **ARTICLE 18 – GREIVANCE PROCEDURE AND ARBITRATION**

Section 1 - The term grievance as used herein means any alleged violation of this Agreement and/or Company rules and regulations, and/or Company handbook and may be raised by an individual, a group of individuals covered by this Agreement or the Union on behalf of an individual or group of individuals covered by this Agreement.

In the event that the Company's rules and regulations or handbook at Purchase College conflict with a specific provision of this Agreement, the Agreement shall supersede.

Section 2 - Informal Grievance: The parties to the agreement and the employees are to raise issues of potential grievances with their supervisors, or the Company's designee, before proceeding to the formal grievance procedure.

Section 3 – The parties agree that working days are defined as Monday through Friday.

**(ARTICLE 18 – GREIVANCE PROCEDURE AND ARBITRATION continued)**

Section 4 - Formal Grievance

Step 1 - An employee in the bargaining unit, CSEA or CSEA on behalf of one or more employees in the bargaining unit may file a grievance. The grievance shall include a statement of facts supporting the claim or claims along with the time, date and location, alleged violation of this Agreement and the remedy sought. The grievance must be submitted in writing to the Chartwells Food Service Director. The grievance must be submitted within ten (10) working days from the date of the first occurrence of the event giving rise to the grievance or after the aggrieved employee(s) first knows-or in the exercise of reasonable care should have known-of its occurrence. Within seven (7) working days of receiving the grievance, the Chartwells Food Service Director shall meet with the aggrieved employee(s) and the Shop Steward or the CSEA representative in order to discuss and attempt to resolve the grievance. Within seven (7) working days of the meeting, if the grievance is not resolved, the Chartwells Food Service Director shall issue a written decision and give it to the CSEA representative.

Step 2 - If CSEA is not satisfied with the response at Step One; CSEA may submit the grievance to the Regional District Manager, or Chartwells designee. The appeal shall be submitted within ten (10) working days from receiving the decision at Step One. Within seven (7) working days of receiving the appeal, the Regional District Manager, or Chartwells designee, shall meet with the aggrieved employee(s) and the designated representative of CSEA. Within seven (7) working days after the meeting, if not resolved, the Regional District Manager, or Chartwells designee, shall issue a written decision and give it to the designated representative of CSEA.

Step 3 - If CSEA is not satisfied with the decision at Step Two, CSEA shall give written notice to the Compass Labor Relations Manager that it intends to submit the grievance to binding arbitration. CSEA shall give such notice to the Compass Labor Relations Manager within fifteen (15) working days from receiving the decision. The parties shall utilize the American Arbitration Association and adhere to their rules for arbitration and selection of the arbitrator.

Section 5 - Any and all fees associated with the arbitration process including the fees of the arbitrator shall be shared equally between the parties. The parties shall be responsible for their own costs associated with advocating their case before the arbitrator.

Section 6 - The arbitrator will render his/her finding and award in writing within thirty (30) calendar days after the conclusion of the hearing. The decision of the arbitrator shall be final and binding. The arbitrator shall not have the authority to modify, amend, revise, add to or subtract from any of the terms or conditions of this Agreement.

## **ARTICLE 19 – DISCIPLINE AND DISCHARGE**

Section 1 – It is mutually agreed that no employee shall be disciplined or discharged without just cause. In the event that the Employer discharges an employee, the Employer shall give the employee written notice and the reason for the discharge. A copy of said discharge letter shall be sent to the CSEA representative. The Employee shall be disciplined or discharged within a reasonable time period of the infraction.

Section 2 – The Employer shall follow the principle of progressive discipline for violations of a similar nature: verbal warning, written warning, final written warning, suspension and termination. Any disciplinary action taken against an employee may be subject to the grievance procedure.

Section 3 – In cases of attendance and lateness, the Compass handbook will prevail, except where specifically agreed to in Article 24. An employee may appeal the action taken by the Employer by filing a grievance.

Section 4 - Any employee, who is the subject of an investigation and/or an interrogation where discipline may occur, shall have the right to union representation at the interrogation, unless the employee waives his/her right to have union representation.

Section 5 - If the employee waives the right to have union representation, he/she will be required to sign a waiver as such and the interrogation may begin thereafter.

Section 6 – Upon commencement of the contract and thereafter, all disciplinary actions shall be removed from an employee's file after twelve (12) months from the date that the disciplinary action was given to the employee. Any disciplinary action(s) taken against the employee are subject to the grievance process.

Section 7 – The Company may at any time within the trial period of forty-five (45) calendar days after hiring an associate discharge such associate, with or without cause, and such discharge shall not be subject to the Grievance Procedure and Arbitration.

Section 8 - Cooperation: All Chartwells personnel are required to fully cooperate and to provide truthful testimony in any investigation.

## **ARTICLE 20 – PERSONNEL FILE**

The employee shall have the right to review the contents of his or her personnel file in the presence of a manager and to receive a copy of the contents of his/her personnel file upon request.

## **ARTICLE 21 – PROMOTION AND VACANCIES**

Section 1 - In the event there are promotional opportunities, or there is a vacancy that the Employer wishes to fill, or additional hours of work available, Chartwells shall post a notice of job opportunity for three (3) calendar days at the location where it is needed to be filled. If the position is not filled, then Chartwells shall post the notice for two (2) calendar days at each location. The notice shall give the job title, rate of pay, hours of work, and a brief description of the job and the minimum qualifications. The CSEA local president shall be notified of all postings and the results of the entire posting procedure.

Section 2 – Employees who meet the qualification and respond to the posting shall be offered the job position. Qualified employees shall be offered the position based upon seniority.

Section 3 - In the event that an employee is promoted and does not successfully perform in the job, within thirty (30) calendar days, he/she shall be returned to his/her former position at the same wage rate they received prior to promotion without loss of seniority. The employee shall have the right to return to his/her previous job at any time within thirty (30) days without loss of seniority.

Section 4 – The Company will not exceed twenty (20%) percent of its workforce with student employment. Student employees will not permanently replace bargaining unit employees.

## **ARTICLE 22 – JOB DESCRIPTIONS AND RECLASSIFICATION**

Section 1 –The Employer shall update and maintain a complete written set of job descriptions for each title within the bargaining unit. The Employer shall provide an employee, upon request, with a copy of the job descriptions for the employee's position.

Section 2 – The parties duties assigned to each job classification covered by this Agreement will not be changed in order to avoid paying employees any compensation to which they are entitled under this Agreement. New job classifications will be negotiated with the Union.

Section 3 – An employee who is assigned duties allocated to a higher paid job within the bargaining unit on a continuous basis for fifty-one (51%) percent or more of his/her work hours shall be reclassified to the higher job. Employees who believe that he/she should be reclassified according to this definition should contact their supervisor. An employee who is not satisfied with the response of his or her supervisor may contact the union and utilize the grievance process.

## **ARTICLE 23 – BARGAINING UNIT WORK**

Supervisors and other non-bargaining unit employees, except for Chefs, Sous Chefs and Shift Managers, will not perform bargaining unit work on a regular basis. The Parties mutually agree that Management, Supervisors and other non-bargaining unit employees may perform bargaining unit work for absences without prior notice, bonafide emergencies, short meal periods, training purposes and customer volume surges.

## **ARTICLE 24 – LEAVE OF ABSENCE**

Section 1- Leave for CSEA Organizational Purposes: At the request of CSEA, and with one (1) month advance notice, the Employer shall allow no more than two (2) employees, an unpaid leave of absence, not to exceed six (6) months, to work for the Union. During such period, the Employer shall not provide benefits. Such leave shall be paid by CSEA, including the cost of any benefits. The employee shall continue his/her seniority and benefit accruals allowable by law for the duration of the leave. The employee may return to his/her job at anytime within the six month period upon two (2) weeks notice to the Employer. The leave of absence may be extended upon mutual agreement between the Union and the Employer.

Section 2 – The Company will grant an employee(s) a leave of absence in accordance with the U.S. Family and Medical Leave (FMLA) Act of 1993 and/or State Leave laws and in accordance with the federal law.

Section 3 – The Company will grant an employee(s) Military Leave in accordance to the federal law.

Section 4 - Upon returning from leave of absence, the employee will be returned to work for which the employee can qualify in his/her job classification on the basis of seniority. If it is required that an employee be laid off to accommodate the returning employee, all such layoffs will be in accordance with the Layoff and Recall Provision of this Agreement.

Section 5 - It is understood that an employee cannot take a leave of absence for the purpose of engaging in gainful employment, which conflicts with his/her employment responsibility to the Company. Any employee, who engages in gainful employment without permission of the Company, while on such leave, shall be subject to discharge and such discharge shall not be subject to the grievance and arbitration article.

## **ARTICLE 25 – JURY DUTY**

Section 1 - Full-time and part-time employees who are required to serve on a jury will be paid their normal daily wage for the time they serve, less any money that they may receive for their services as a juror. The maximum amount of paid jury leave will be twenty (20) days in a rolling calendar year, unless the law requires an associate to serve longer than this length of time.



**(ARTICLE 25 – JURY DUTY continued)**

Section 2 – In the event that the employee is called for jury duty, the employee will notify the employer immediately and present the employer with the notice of the call to jury duty.

Section 3 - The Company will continue to provide health insurance benefits for the full term of the jury duty absence. Vacation, sick leave, holidays and any monetary benefits will continue to accrue during jury duty leave.

**ARTICLE 26 – BEREAVEMENT LEAVE**

Section 1 - In a situation involving the death of an immediate family member, all full time and regular part-time employees are entitled to a paid funeral leave of three (3) consecutive working days. If the funeral is to take place more than 500 miles from where the employee works, he/she will be allowed to take up to five (5) consecutive working days of paid funeral leave.

Section 2 - In the event of the death of other family members, eligible employees are entitled to a paid funeral leave of one (1) working day. If the funeral takes place more than 500 miles from where the employee works, he/she will be allowed to take up to three (3) consecutive working days of paid funeral leave.

Immediate family includes an employee’s parents, spouse, domestic partner, children, brothers, sisters, grandparents, grandchildren, step-parents, step-children, step-brothers or step-sisters.

Other family member includes the employee’s current mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt, uncle, niece, nephew or cousin.

Section 3 - In some cases, an employee’s supervisor may require proof of attendance at the funeral and the employee’s relationship to the deceased.

**ARTICLE 27 – WORKERS COMPENSATION**

Section 1 – The Employer shall provide each employee in the bargaining unit with Workers’ Compensation insurance coverage to the extent provided by New York State Law, at a minimum.

Section 2 – In the event that an employee suffers a work-related injury during working hours and is forced to leave work before the scheduled end of his/her shift, the employee will be paid for the entire shift and transportation cost, if needed.

**(ARTICLE 27 – WORKERS COMPENSATION continued)**

Section 3 - Any employee who is receiving Worker's Compensation shall have their seniority "frozen" for a maximum of one (1) year on the date that they leave, provided that such employee maintains appropriate Worker's Compensation status pursuant to the appropriate rules and regulations. Upon return to active work, the employee shall commence accruing seniority from where they were when they left active service with the Company.

Section 4 - Employee who must obtain medical attention during work hours within twenty-four (24) hours of receiving a reported on-the-job injury, will not be required to utilize sick leave credits and will be paid at his/her regular rate of pay for hours that he/she would normally be working. If the employee must remain out of work for an extended period exceeding twenty-four (24) hours pursuant to the findings of the medical attention sought, the employee may use sick and vacation leave credits in accordance with Section 1 in this Article and the Sick Leave Provision.

**ARTICLE 28 – SICK/PERSONAL DAYS**

Section 1 - Full-time employees shall accrue one (1) sick day at the completion of each month to a maximum of seven (7) days in the academic year. Sick days will be paid at their regularly scheduled hours. This accrual will begin in September and end in April. Unused sick time will be paid out at the end of each academic year.

Section 2 - Part-time employees shall accrue one (1) sick day, on a pro-rated basis, at the completion of each month, to a maximum of seven (7) paid sick days, in the academic year. Sick days will be paid on a pro-rated basis of the employee's regularly scheduled hours. This accrual will begin in September and end in April. Unused sick time will be paid out at the end of each academic year.

Section 3 - Employees who work in the summer must complete one month of employment to receive one (1) additional sick day. The unused sick day will be paid out prior to September of each year.

Section 4 - Full-time and regular part-time employees may use one (1) sick day as a personal day per academic year, provided the employees give the Employer one weeks notice.

Section 5 - Upon notification of sick or personal days, the Employer will fill out the appropriate sick leave form and the employee will sign, authorizing payment.

Section 6 - Employees will not be disciplined for use of accrued sick leave.

Section 7 – Perfect attendance bonus of one (1) additional day shall be paid out at the end of the academic year.

## **ARTICLE 29 - HOLIDAYS**

Section 1 - The following are paid holidays under this Agreement. Regular part-time employees shall be eligible for holiday pay on a prorated basis:

New Year's Day  
Memorial Day  
Labor Day

Thanksgiving  
Day after Thanksgiving  
Christmas

Section 2 - Employees working during summer recess will receive holiday pay for July 4<sup>th</sup>. Holidays will be paid at the employee's regularly scheduled hours.

Section 3 - Employees working on a scheduled holiday will receive the holiday pay in addition to their scheduled hours for that day.

Section 4 - To receive holiday pay, an employee must work their last scheduled shift before the holiday and their first scheduled shifts after the holiday, except pre-approved absences, not including leaves of absences.

Section 5 - Employees will be paid for Christmas and New Year's upon returning from Winter Recess.

Section 6 - Employees will be paid for Memorial Day upon returning from Summer Recess.

## **ARTICLE 30 - VACATION**

Section 1 - All fulltime employees are eligible for vacation pay as follows:

Five (5) days after one (1) year of service  
Ten (10) days after five (5) years of service  
Fifteen (15) days after ten (10) years of service  
Twenty (20) days after twenty (20) years of service

Section 2 - Any unused vacation shall be paid out at the end of the spring semester. Eligible employees may take their vacation time only during regularly scheduled shutdown periods.

Section 3 - Vacation will be paid at the employee's regularly scheduled hourly rate.

Section 4 - Vacations are earned, and in the event that an employee quits or is terminated or laid off prior to the vacation period, shall receive his full pro-rated vacation pay due at the time he/she either leaves his/her position, or is terminated, or laid off.

**ARTICLE 31 - INSURANCE**

Section 1 - Health Insurance – On the first of the month following ninety (90) days of employment, eligible employees may participate in the Company Plans as designated, according to the plan and as the plan may change.

Section 2 - The current plan is the **Network Choice Plan**.

Effective January 1, 2011 current employees that are participating in the medical plan will pay the rates listed below:

Single Coverage	\$ 25.80 per week
Employee plus one person	\$ 76.34 per week
Family	\$176.22 per week

An eligible employee is defined as those employees regularly working thirty (30) or more hours per week.

Section 3 - Effective January 1, 2012 the Company will pay the first twelve (12%) percent in yearly premium increases on single and single plus one. Increases in excess of twelve (12%) percent per year will be paid by the employee. Family contributions will continue each year to be the same as the standard Chartwells percentage rate charged by the Company for family coverage. Employee’s contributions will be deducted on a weekly basis for thirty-six (36) weeks in an academic year.

Section 4 – Employees who are currently enrolled in the company medical plan, as described in Section 2 of this article, may be entitled to a five hundred dollar (\$500) lump sum payment provided that they do not elect medical insurance coverage, during the open enrollment period, for the following calendar year.

Section 5 - It is understood that the Company Plans may change or be adjusted annually. The Company shall notify the Union of any such changes or adjustments to the plan, and agrees to meet with the union to discuss other Company Plan options.

Section 6 - Eligible employees may participate in the Company Dental and Vision Plans, according to the plans, and as they may change. Employees who elect coverage under the Dental or Vision Plans will pay the full premium rate.

Section 7 - During the term of this Agreement, if the union establishes a health and welfare benefit plan, the parties agree to meet and discuss the plan.

Section 8 - The Company will make available Group Life Insurance for eligible associates as set forth below:

<u>Life Insurance</u>	\$5,000
<u>AD&amp;D</u>	\$5,000

Life and AD&D are provided at no cost to associates.

## **ARTICLE 32 – RETIREMENT PLAN**

Eligible employees may participate in the Compass Group 401K Plan, according to the Plan as the Plan may change.

## **ARTICLE 33 - UNIFORMS**

Section 1 – The Employer shall provide the employees with sufficient uniforms to wear. The Company shall provide one (1) uniform for each scheduled shift per week. The Company shall provide any and all required work wear in addition to shirts and pants at no cost to the employees.

Section 2 – Employees who have prior approval to purchase replacement pants will be reimbursed for up to fifteen (\$15.00) per pair of pants, provided employees provide the employer with a receipt.

Section 3 – The Company shall make available any and all protective or safety gear as required by specific classifications. A request for protective equipment shall not be unreasonably denied.

Section 4 – All employees in the bargaining unit, who have completed probation, shall be provided with slip resistant work shoes, or reimbursed for up to fifty (\$50) dollars for the purchase of slip resistant work shoes on a yearly basis. Employees must submit a receipt within five (5) days of purchase of shoes for reimbursement. Employees will be reimbursed within thirty (30) calendar days. Employees who fail to wear the proper shoes as described in this section, shall be subject to disciplinary action.

## **ARTICLE 34 – TRANSFER/REASSIGNMENT**

Section 1 - The Employer may transfer or reassign employees in the bargaining unit for legitimate business reasons only. The Employer may not transfer or reassign employees for the purpose of imposing discipline or sanctioning an employee, except by mutual agreement between the Employer and the Union. If only one (1) employee is qualified to perform the job for which the employee is needed to be transferred, the Employer may assign that person. If more than one (1) person is qualified to perform the job, and there are no volunteers, the least senior person will be transferred or reassigned.

Section 2 - An employee who is transferred or reassigned shall be entitled to at least two (2) hours notice, unless in the case of emergency.

Section 3 - Lateral Transfers: Employees wanting to transfer to a vacant position must apply in accordance with the job posting. Transfers will first be offered to the employee applicant with the most seniority who is qualified for the position.

**ARTICLE 35 - WAGES**

Section 1 - Employees, who are below the new hire rate, shall be raised to the contract classification rate in accordance with Section 2.

Section 2 – New Hire Rate:

<b>Classification</b>	<b>9/1/2011 – 8/31/2014</b>	<b>9/1/2014</b>	<b>9/1/2015</b>
Baker	\$17.49	\$18.02	\$18.55
Catering Cook	\$17.49	\$18.02	\$18.55
Catering Waiter	\$13.47	\$13.87	\$14.29
First Cook	\$17.49	\$18.02	\$18.55
Second Cook	\$13.10	\$13.49	\$13.90
Third Cook	\$12.44	\$12.81	\$13.20
FSW Lead	\$13.47	\$13.87	\$14.29
Barista*	\$14.08	\$14.50	\$14.94
FSW/Retail/Cashier	\$12.09	\$12.45	\$12.83
FSW/Board/Cashier	\$11.43	\$11.77	\$12.13
Receiver	\$11.43	\$11.77	\$12.13
Utility	\$11.43	\$11.77	\$12.13

\*Employees hired at Starbucks will be hired at the FSW/Retail/Cashier classification rate until they receive and pass the Starbucks Barista Certification. At which time they will be elevated to the Barista Classification rate.

Section 3 – Employees above the classification rates who have completed six (6) months of service shall receive the following general wage increases:

9/1/11	3%
1/1/12	2%
9/1/12	3%
1/1/13	2%
9/1/13	3%
1/1/14	2%
9/1/14	3%
1/1/15	2%
9/1/15	3%
1/1/16	2%

Section 4 - All employees in the bargaining unit shall have the option of direct deposit available to them on an individual basis at the financial institution of their choice.

Section 5 – An employee who works in a higher job class for over one (1) hour in a shift will be paid the higher classification rate for the duration of the entire assignment.

Section 6 – An employee who works in a lower classification shall be paid as his/her regular hourly rate for the duration of the entire assignment.

**(ARTICLE 35 – WAGES continued)**

Section 7 – The Union would not object if the Employer were to give an employee a merit increase. An employee may receive a merit increase once per contractual year and such increase or rejection shall not be subject to the grievance and arbitration provisions hereof.

**ARTICLE 36 – LABOR MANAGEMENT COMMITTEE**

Section 1 - There shall be a standing Labor/Management Committee with representation from Chartwells and CSEA for the purpose of discussing issues that affect the employees in the bargaining unit and management.

Section 2 - The Labor-Management Committee may raise issues of potential grievances with the Employer before proceeding to the formal grievance procedure.

Section 3 - The CSEA Local President shall choose the CSEA members of the Labor-Management Committee, with a limit not to exceed five (5) members.

Section 4 - Upon the request of either party, a Labor/Management Meeting will be scheduled at a mutually agreeable time and place.

Section 5 - The Employer and CSEA must submit agenda items at least one (1) week before the meeting is scheduled. The meetings shall be no more than two (2) hours each in duration. The meeting shall be scheduled at least once every three (3) months, unless the Parties agree to meet more or less frequently.

Section 6 - The Labor/Management Committee defined above may not negotiate or change terms and conditions of employment. The CSEA local president shall choose the CSEA members that will represent the Union in this Labor/Management Committee.

Section 7 – CSEA members in the bargaining unit shall be paid for any lost time for their participation in the Labor/Management Committee.

**ARTICLE 37 - MISCELLANEOUS**

Section 1 – In an effort to improve understanding among the parties, the following efforts will be made toward bilingual communication:

1. Notices will be provided to employees in Spanish, as well as English whenever possible.
2. Managers will make every effort to provide English/Spanish translation at all meetings with employees.

**(ARTICLE 37 – MISCELLANEOUS continued)**

3. The Union will try to find and train bilingual shop stewards at each food service unit.

Section 2 – The provisions of this Article are not subject to the grievance procedure. Issues arising will be referred to the Labor/Management Committee.

**ARTICLE 38 – EMPLOYEE ORIENTATION**

Section 1 - The Company will agree to allow CSEA the opportunity to meet with new employees at the yearly orientation meeting. The purpose of CSEA's participation is to familiarize new employees with the programs and benefits of union membership.

Section 2 – Chartwells shall notify CSEA of the time and place of the orientation meeting. CSEA will designate one representative to carry out the duties called for in this Article. The designee will be given ten (10) minutes to speak to employees on paid time.

Section 3 – Employees attending orientation will be paid for the time.

**ARTICLE 39 - SEVERABILITY**

Section 1 – Should any provision(s) of this contract be deemed illegal by a court of competent jurisdiction only the provision(s) at issue shall become null and void.

Section 2 – The rest of the contract shall remain in full force and effect under its terms of any extensions thereof agreed upon between the parties.

**ARTICLE 40 – COMPLETE AGREEMENT**

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



**ARTICLE 41 – TERM OF AGREEMENT**

THIS AGREEMENT shall become effective as of the September 1, 2011 and shall remain in full force and effect until August 31, 2016 and thereafter shall be automatically renewed for additional periods of one (1) year, unless at least sixty (60) days prior to the termination of any such period either party shall serve on the other written notice that it desires to modify or terminate this Agreement.

FOR THE COMPANY  
CHARTWELLS HIGHER EDUCATION, A  
DIVISION OF COMPASS GROUP USA, INC.



Iris Acosta  
Director of Labor Relations

9/10/13

Date

FOR THE UNION  
CSEA, LOCAL 1000, AFSCME,  
AFL-CIO



Nephty Cruz  
Labor Relations Specialist

September 10, 2013

Date

