

**AGREEMENT**

**BETWEEN**

**ARAMARK SPORTS FACILITIES, LLC**

**AT**

**George R. Brown- Facilities**

**AND**

**SEIU TEXAS**

**Effective Date: October 29, 2013**

**Expiring Date: August 31, 2015**

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## Preamble

This Agreement is made and entered into between ARAMARK Sports Facilities, LLC at George R. Brown, hereinafter referred to as the "Company," and SEIU Texas, hereinafter referred to as the "Union."

The Company and the Union agree that each employee and supervisory representative of the Company should be treated with dignity and respect. In the event that there are issues with respect to the conduct of employees or supervisory representatives under this provision, the parties agree that they may be raised in a labor management committee meeting in accordance with Article 10 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 George R. Brown Convention Center 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

Section 1: The Company agrees to recognize the Union as the exclusive bargaining agent for General Utility Workers, Service Workers, Cleaning Service Workers and Lead Service Workers employed solely by ARAMARK at George R Brown Convention Center, 1001 Avenida de las Americas, Houston, TX 77010 but excluding managers, management trainees, receptionists, employees of other employers, subcontractors, all other Companies not specifically identified above, clericals and all supervisors, guards, and confidential employees as defined by the National Labor Relations Act.

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

## **Article 3 - Definitions**

- Section 1:** Regular full time employees are those who are hired on a permanent basis, who have completed the probationary period as defined in this Agreement, and who are regularly scheduled for thirty (30) hours or more per work week.
- Section 2:** Regular part time employees are those who are hired on a permanent basis, who have completed the probationary period as defined in this Agreement, and who are regularly scheduled to work less than thirty (30) hours per work week.
- Section 3:** Call-in, temporary, and substitute employees are those who are not scheduled on a regular basis but who may be called in to fill vacancies caused by reasons including, but not limited to, absences, vacations, leaves of absence, sicknesses, changes in business demand, or to perform extra work as required and determined solely by the Company.
- Section 4:** When used to define time limits for notices, meetings, postings, and the Grievance and Arbitration process, "working day" means Monday through Friday, exclusive of fixed holidays under this Agreement and days on which the operation is closed.
- Section 5:** The Company shall make every reasonable effort to create and preserve full time positions in all of the job classifications under this Contract. Temporary workers will not work more hours than bargaining unit workers if bargaining unit workers are available to work. Bargaining unit workers should be offered overtime prior to temporary workers being offered overtime, in order of seniority. This language should not limit the amount of overtime being offered to bargaining unit workers from time to time.

## **Article 4 - Non-Discrimination**

- Section 1:** The Company and the Union agree that they will not discriminate against or harass any of the Company's employees because of the employee's race, color, religion, sex, sexual orientation, age, national origin, disability, veteran status or any other personal characteristic that is protected by applicable law. The Company and the Union also agree that they will not retaliate against any of the Company's employees who complain of discrimination or harassment or who participate in an investigation regarding discrimination or harassment. Any differences or disputes arising under this Article should be initially submitted through the Grievance and Arbitration provisions of Article 21.

## **Article 5 - Ethnic Diversity and Cultural Issues**

**Section 1:** The parties recognize that recent immigrant workers are employed by the Company and are a vital element to the success of the facility. While English is the language of the workplace, the Company recognizes the right of employees to use the language of their own choice amongst themselves.

**Section 2:** The Company is committed to a program to improve its ability to communicate with employees who do not communicate in English. To that end, the Company agrees that where there is a communication difficulty with a particular employee, on request, the Company will provide a translator chosen by the employee to facilitate communications, so long as the individual is on the premises at the time requested.

## **Article 6 - Management Rights**

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

**Section 2:** The exercise of the Company's rights includes, solely by way of illustration and not in any manner by way of limitation, the following: the full and exclusive control and management of its business operations; the determination of the scope of its activities, products to be manufactured or services to be rendered, and methods pertaining thereto; the relocation of such services and other business activities and operations; the materials, goods, products, services, equipment, and machinery to be acquired or utilized; the schedules of work, production schedules, and production standards; the right to schedule, require and assign overtime work; the right to determine and amend the number of shifts, shift schedules, and hours of work for the entire department and individual employees; the right to establish, change, combine within a classification, or eliminate jobs, positions, and job classifications, as well as departments, sections, and units; the right to introduce or approve new technologies, procedures, methods, processes, facilities, fixtures, and equipment; the right to establish, maintain, change or enforce operations, procedures and policies; the right to maintain order and efficiency; the right to establish, maintain or change reasonable work standards; the right to subcontract work that does not erode the bargaining unit for reasons including, but not limited to, economic conditions, the provision of branded products, safety concerns, client requirements, the degree of technical expertise required in the work, and the timing requirements of the project; the right to conduct

internal audits of any and all aspects of operations; the determination of the number, size and location of its facilities or any part thereof; the extent, means, and manners by which its facility, departments, sections, units, or any part thereof shall be operated, located, relocated, remodeled, refurbished, maintained, or shut down; the right to terminate, merge, consolidate, sell or otherwise transfer its business, facility, departments, sections, units, equipment, or machinery; the right to make, change, and enforce safety and security rules; the determination of the number of employees, productivity levels, the assignment of duties, and the right to change, increase, reduce, transfer or interchange the same; the direction of the workforce, including but by no means limited to hiring, selecting and training of employees; the right to discipline, suspend, discharge for just cause, schedule, assign, lay-off, recall, promote, and transfer employees; make, enforce, and modify reasonable rules and policies.

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

## Article 7 - Union Security

Section 1: In the manner and to the extent permitted by law, membership in the Union shall be required as a condition of employment of each employee on and after the completion of the probationary period or the thirtieth (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 8 - Union Deductions

- Section 1: The Company agrees to deduct bi-weekly (or other frequency if the pay period is not bi-weekly) from the wages of the employees covered under this Agreement, regular initiation fees, membership dues and Cope deductions for the Union, as said employees individually authorize the Company to deduct.
- Section 2: The Company shall provide information for each member of the bargaining unit and shall provide this information to the Union on a regular monthly basis. Such information shall be transmitted electronically in a common, commercially-available electronic format specified by the Union, and shall include the worker's full name, social security number, wage rate, worksite address, hours worked in a month for which payment has been made, home or mailing address, home phone number, personal wireless telephone number, electronic e-mail address, and amount of dues and initiation fees paid during the current month of payment. The remittance shall be forwarded not later than the twentieth (20<sup>th</sup>) of the month following the month in which deductions were made. If not possible to remit the above information electronically, the Company shall remit via email or regular mail.
- Section 3: In the manner and to the extent permitted by law, employees shall become and remain members of the Union in good standing upon completion of thirty (30) days of employment with the Company or thirty (30) days after the effective date of this Agreement, whichever is later.
- Section 4: 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.
- Section 5: The Union shall certify to the Company, in writing, the current rate of its membership dues and initiation fees. If the Union changes the rate of its membership dues, it shall give the Company thirty (30) days written notice prior to the effective date of such change.
- Section 6: 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.

**Section 7:** 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 payroll or 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

**Section 8:** 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 9 - Work of Supervisors**

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

**Section 2:** 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 10 - Labor Management and Safety Committee**

**Section 1:** 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] from each group) to apprise each other of issues related to the operations and the work force; all with the aim of



promoting a better understanding between the parties. Meetings will be held monthly, or more often as may mutually be agreed. A written agenda shall be established for each meeting. Such meetings shall not be construed as opening the Agreement for negotiations, nor shall any subject matter at the meetings constitute a step in the grievance procedure. Employees shall be paid at their regular hourly rate for time spent at Labor-Management Committee meetings. Each party will designate their representative(s) to the Labor-Management Committee.

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

Section 3: The Company is responsible for maintaining a safe working environment and shall supply all safety devices and equipment required by law, along with training when appropriate.

## **Article 11 - Union Representation**

Section 1: The Union may elect or otherwise appoint four (4) shop stewards with one (1) being a chief shop steward.

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

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

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

An authorized representative of the Union will notify the General Manager or authorized designee in advance of arriving on the Company's or client's premises of their desire to visit. Upon arrival on the Company's or client's

premises, the Union accredited representative will notify the General Manager or authorized designee, in person, of his/her presence prior to speaking to any employee. At that time, the General Manager or authorized designee will inform the Union accredited representative if there are any business reasons for limiting the Union's visitation with employees or visiting the premises. Such visitation shall not interfere with the work of the employees or the service to the customers of the Company and will follow the client's security regulations.

Section 5: The Union shall have the right to have notices posted on a single bulletin board designated for such purpose. All such notices will be submitted to the General Manager or the designated management representative. Postings shall not include anything of a political nature or contain material critical of the Company, and/or the client.

### **Article 12 - Access to Location**

Section 1: The Union acknowledges that the operations of the Company are subject to the rules and regulations of (client) and that such rules and regulations may restrict and/or modify the provisions for Union access otherwise provided for in the Union Representation, Article 11, Section 4.

### **Article 13 - Seniority**

Section 1: Seniority shall be that period of continuous employment at ARAMARK at George R. Brown Convention Center from the last date of hire with the Company.

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

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

- a) if an employee voluntarily left the employment of the Company;
- b) if an employee is terminated for cause;
- c) if an employee has been laid off and fails to return to work within ten (10) working days of the mailing of a recall notice by registered mail to the employee's last known address (it shall be the employee's responsibility to keep the Company informed of any change in the employee's address);

- d) if a laid off employee fails to return to work within two (2) days of receiving such recall notice as described in subsection (c) above.
- e) if an employee is laid off and not recalled within twelve (12) months or the length of their seniority whichever is the lesser from the date of lay off;
- g) if an employee is absent due to non-occupational illness or accident for a period of six (6) months from the date the accident occurred or the illness commenced;
- h) if an employee is absent due to occupational illness or accident for a period of twelve (12) months from the date the accident occurred or the illness commenced;
- i) if an employee on leave of absence accepts other employment except as provided for under Article 17, Leaves of Absence;
- j) if an employee overstays a leave of absence granted by the Company without securing an extension from the General Manager or his designee;
- k) if an employee is absent from work for three (3) or more consecutive working days without notification to the Company.
- l) Nothing in the above provisions is intended to conflict with the FMLA, ADA, or similar applicable State or local law as amended from time to time.

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

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

## **Article 14 - Probationary Period**

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

**Section 2:** Newly hired employees shall be considered probationary for a period of ninety (90) calendar days from the date of employment, excluding all time lost for any reason whatsoever.

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

### Article 15 - Job Posting

Section 1: The Company shall post notice of a permanent job vacancy within the bargaining unit for five (5) working days. The posting shall contain the minimum qualifications, skill requirements, wages and job descriptions for the posted position. Copies of all postings shall be given to the Chief Steward, or a steward present on site and faxed or e-mailed to the Union office on the same day it is posted.

Section 2: The factors the Company will use in its evaluation of bidders for a vacant position are: qualification(s), skill(s), and ability. Where employees have the qualification(s), skill(s), and ability to perform the work seniority will be the governing factor.

Section 3: Any successful bidder shall be moved to the new position as soon as it is practical to do so.

Section 4: It is agreed that a successful bidder will not be entitled to bid on any other vacant positions for a period of six (6) months from the day the employee assumes the new position.

Section 5: The Company will post the initial permanent job vacancy and the second (2<sup>nd</sup>) permanent job vacancy if applicable. The Company reserves the right to fill any other job vacancy in its own discretion without posting.

### Article 16 - Layoff and Recall

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

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

- Step 1** - to displace the most junior employee in their classification;
- Step 2**- to displace the most junior employee in the bargaining unit in a lower classification.

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

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

Section 4: Where a lay-off is of a temporary nature not to exceed ten (10) working days, the Company may lay off junior employee(s) by classification in the location and employees may not exercise their seniority to displace any other employee.

## **Article 17 - Leaves of Absence**

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

Section 2: In the event an employee is hired or appointed to short-term employment with the Union, the employee will be allowed to take an unpaid leave of absence subject to the Company's legitimate business needs. The employee shall provide a minimum of fourteen (14) calendar day's notice of such request. Such leave shall not exceed sixty (60) calendar days. No more than one (1) employee 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.

Section 3: The Company will comply with the applicable provisions of USERRA, as amended, governing leaves associated with service in the armed forces. Military leaves shall not be grounds for termination of employment and it should not be a reason for loss of benefits if any employee volunteers or is required to bear arms.

Section 4: 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 thirty (30) calendar days. An employee must submit a written request at least thirty (30) calendar 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 thirty (30) calendar days by mutual agreement of the parties in writing in advance of the conclusion of the original leave and will not be unreasonably denied. The employee shall give a minimum of fourteen (14) calendar day's 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.

Section 5: An employee returning from an approved leave shall be entitled to reinstatement to his/her position, hours, and work unit unless the position has been eliminated or modified as a result of layoffs or other legitimate business needs. In such event, the employee may use their seniority as provided for in Article 16, Layoff and Recall.

### **Article 18 - Jury Duty**

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

Section 2: The Company's obligation for pay as described in the above Section shall be limited to five (5) workdays per calendar year.

### **Article 19 - Bereavement Leave**

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

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

Section 3: For the purposes of this Article, the term "immediate family" shall be defined as current husband, current wife, current domestic partner, children or step-children, parents or legal guardian, step-parents, brother, sister, grandparents, grandchild, current mother-in-law and current father-in-law.

Section 4: Additional time off may be granted to an employee, without pay, when travel is required to attend the funeral of those mentioned above.

## **Article 20 - Discipline and Discharge**

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

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

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

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

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

- a) Unauthorized possession, use, sale, or distribution of alcoholic beverages on Company or client premises; (Violations of ARAMARK'S Alcohol Policy will be handled with in accordance with the terms and conditions of the Policy);
- b) Possession, use, sale or distribution of illegal drugs or other controlled substances;
- c) Theft;
- d) Insubordination;
- e) Fighting;
- f) Willful destruction of Company/client property;
- g) Carrying concealed weapons, or possession, use or distribution of weapons;
- h) Gross misuse, deliberate waste, removal or attempted removal of Company/client material (records, documents, property, tools,

equipment, etc.) from Company and/or client premises without proper authorization;

- i) Loss of security clearance and/or violation of Company or client security policies or procedures due to employee misconduct;
- j) Failing to report an accident;
- k) Sexual harassment or harassment for a personal characteristic protected by Federal, State or local laws of a customer, Company employee, or client employee;

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

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

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

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

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

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

Section 7: The 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.

Section 8: A copy of all written disciplinary notices shall be given to and signed by the Employee. Signing of the notice shall not be deemed an admission of wrongdoing but shall simply be an acknowledgement of receipt. Reasonable effort shall be made to present the disciplinary notice to the



Employee with as much privacy as is practicable under the circumstances. Notices of warnings or discharges will be forwarded to the Union.

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

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

Section 10: If an employee has their privileges to work at this facility revoked by the client for any reason, the parties agree to meet within twenty-four (24) hours to determine whether the issue will be resolved exclusively under this Section or will be referred to the Grievance and Arbitration provisions of Article 21 for resolution. If referred under this Section, the procedure will be as follows:

- a) The employee shall be placed on paid suspension until the matter is resolved;
- b) The Company shall meet with the Client to determine if there is a means of returning the lost privileges;
- c) If the privileges cannot be regained by the employee, the Company shall meet with the Union to determine if there are other job openings with ARAMARK in the immediate area that can be filled by the employee.
- d) If there are no immediate openings as described above, the employee shall receive one (1) week of severance pay for every year of service to a maximum of four (4) weeks and shall have any insurance benefits continue for a period of sixty (60) days (if applicable).

## Article 21 - Grievance Procedure

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

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

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

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

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

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

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

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

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

Section 5: The parties agree to follow each of the foregoing steps in the processing of the grievance. If at any step the Company's representative fails to give

the written answer within the time limit therein set forth, the Union may appeal the grievance to the next step at the expiration of such time limit. If the Union fails to comply with the time limits set forth in the grievance procedure, the grievance will be considered to have been abandoned. Notwithstanding the limitations set forth in this clause, either party may extend the time limits set out in the grievance procedure with the written agreement of the other party.

Section 6: A claim by an employee who has completed the probationary period that the employee has been discharged without just cause shall be treated as a grievance, if a written statement of such grievance is lodged with the Regional General Manager or the designated management representative within ten (10) working days after the employee ceases to work for the Company. All preliminary steps of the grievance procedure prior to Step 2 will be omitted in such cases.

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

Section 8: To facilitate the efficient and timely administration of this Article, Union representatives may participate in grievance meetings via telephone. Union stewards will have access to telephones and facsimile machines in order to communicate with Union representatives. Union stewards will request access in advance from a Company Representative and will use the telephone or facsimile designated by Management. The Union agrees that access granted under this Section will not be abused.

Section 9: 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 22 - Arbitration

Section 1: The parties shall attempt to mutually agree upon an arbitrator. If they are unable to mutually agree, the Union shall request the American Arbitration Association (with a copy of such request to the opposite party) to furnish the parties with a panel of impartial arbitrators who are all members of the National Academy of Arbitrators according to the rules then in effect for that organization.

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

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

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

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

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

Section 7: An arbitrator may only hear one (1) 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 23 - Hours of Work and Overtime**

Section 1: Any hours worked by an employee in excess of forty (40) hours per work week, or as otherwise required by law, shall be compensated at the rate of time and one half (1½) the employee's regular straight-time hourly rate.

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

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

Section 4: The Company maintains the right to schedule shifts in accordance with work requirements. Starting times, quitting times, shifts, and the

arrangement of shifts shall be determined on an ongoing basis by the Manager subject to the following:

- a) Regular work schedules shall be posted at least three (3) days ahead of the beginning of the work week and shall be posted no later than the end of "A" shift.
- b) In the event that an employee's schedule is modified after it is posted, a supervisor will, if possible, communicate directly with the affected employee with regard to the schedule change.
- c) Where practicable, seniority shall be taken into consideration in scheduling the hours of work in a classification.
- d) Schedule changes may be a topic of Labor Management meetings with both parties seeking to balance production requirements and employee stability.

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

Section 6: All employees covered by this Agreement will be permitted to take one (1) ten (10) minute break for each four (4) hours of work. Breaks will be scheduled by the manager. Employees who work five (5) or more hours in a day may receive a one-half (1/2) hour unpaid meal break to be scheduled by the manager or designee. The Company shall schedule any mandated work breaks to avoid interference with or interruptions to the efficient operations of the facility. It is understood and agreed that the timing of the break period may vary depending on the nature of the work being performed by the employee at the time. It is recognized that under certain conditions it will be impossible for employees to take a break until the job then being performed has been completed. Employees who are required to work without a lunch break will be compensated for all time worked.

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

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

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

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

- a) employees at the work zone scheduled to work the event which requires overtime in the affected classification will be offered the overtime in order of seniority;
- b) if employees are still needed to perform the overtime work, employees in the classification will be offered the overtime in order of seniority;

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

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

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

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

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

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

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

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

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

Section 6: Above-Scale Employees: Any employee earning a wage rate in excess of that provided herein shall, on the date of each increase, be brought to the specified wage rate or shall receive the raise agreed to in Appendix A above their pay rate, whichever is greater. It is noted that there is currently a wage differential for the third (3<sup>rd</sup>) shift that should remain as part of their current benefits. Third shift differential is sixty-five cents (\$0.65).

### **Article 25 - Reporting Pay**

Section 1: Regularly scheduled employees shall be guaranteed a minimum of two (2) hours at their applicable rate on a day they are required to report to work, unless the Company notifies them not to report to work at least one (1) hour in advance by calling them at their last known telephone number provided by the employee to the Company or by public announcement.

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

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

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

### **Article 26 - Call in Emergency**

Section 1: When an employee is called during the employee's time off to report for a work assignment outside of the employee's scheduled shift, it shall be considered a call-in emergency. However, when an employee is requested to remain late on a day on which the employee has reported for

work or when prior to leaving work, an employee has been requested to report for work on a subsequent day at either the employee's regular or non-regular starting time, it shall not be considered a call-in emergency.

Section 2: Payment for time worked on call-in emergency shall not be less than four (4) hours at the employee's regular straight-time hourly rate. Employees shall perform any such tasks as assigned.

Section 3: Certain employees must report to work during a government ordered emergency/event. Such employees will be provided sleeping and food provisions equal to the provisions provided to client employees during the same emergency/event.

### **Article 27 - Miscellaneous**

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

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

Section 3: Any employee, who is required to utilize their own vehicle on Company time and business to travel off the client location, shall receive a mileage allowance at the rate of the prevailing ARAMARK corporate rate in effect. Effective July 1, 2011 the prevailing rate is fifty-three cents (53¢) per mile.

### **Article 28 - Uniforms and Personal Appearance**

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

Section 2: New hires are provided with five (5) sets of uniforms and such uniforms will be replaced by the Company when they need to be replaced. The employees must wear other clothing and footwear as determined by the Company.

Section 3: Since the Company provides uniforms, employees may use the Company provided laundry service or they can launder and maintain the uniforms on their own.



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

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

Section 6: No non-uniform apparel shall be worn.

## **Article 29 - No Strike/No Lockout**

Section 1: No employee(s) shall engage in any strike, sympathy strike, sit-down, slow-down, sit-in, picketing, cessation, interruption, boycott, or other interference with the operations of the Company. During the reopener period commencing on September 1, 2014, the Union reserves the right to strike and the Company reserves the right to lock out.

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

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

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

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

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

## **Article 30 - ARAMARK 401(k) Plan**

Section 1: Coverage:

All employees at a specified Profit Center may elect to participate in the ARAMARK 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.

Section 2: Eligibility:

Employees become eligible following completion of one (1) year of service. All service with any ARAMARK Company will be recognized.

Notes on Employee Contributions and Eligible Earnings:

- Pre-Tax
- One percent (1%) to twenty-five percent (25%) of eligible earnings subject to IRS cap
- Participants age fifty (50) and older can make additional "Catch-Up Contributions"

Section 3: Eligible Earnings:

Eligible earnings include regular pay, overtime, sick pay, holiday pay, etc.

Section 4: Company Contributions:

An employee is required to contribute a minimum of two percent (2%) to their 401(k) and then ARAMARK will contribute one percent (1%) of their eligible earnings.

Section 5: Vesting:

Contributions to the plan will vest in accordance with the Company-wide plan schedule.

Section 6: 401(k) Benefits Available During a Leave of Absence - Paid Leave of Absence:

Eligible employees who are on approved paid leave of absence, or are called to active military duty, may participate by continuing to make contributions to the hourly 401(k) Plan.

## **Article 31 - Sale of Business**

**Section 1:** In the event the Company's operations at or including this location are sold, the Company shall notify the Union in writing and give notice to the purchaser of the existence of, and operations covered by, this Agreement.

## **Article 32 - Savings Clause**

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

## **Article 33 - Duration**

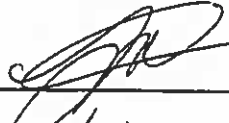
**Section 1:** This Agreement shall be effective from October 29, 2013 through August 31, 2015 with an economic reopener on September 1, 2014. The economic reopener window will reopen with a ninety (90) days written notice prior to September 1, 2014.

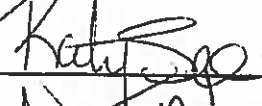
**Section 2:** This Contract shall automatically renew from year to year after August 31, 2015, unless notice, in writing, is given ninety (90) calendar days prior to the expiration date by either party that such party terminates the Agreement on the expiration date. Failure by either party to give such notice shall be deemed to be consent to a renewal of this Agreement for a period of one (1) year from the termination date affixed herein.

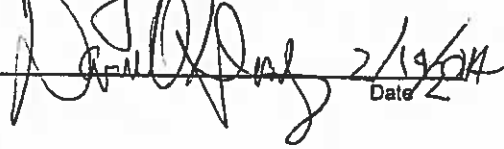
**Section 3:** Should negotiations be commenced to amend or modify this Agreement, the entire Agreement shall be extended and remain in full force and effect during the period of such negotiations until such time as a new Agreement is signed or either party terminates the extension period by giving the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

IN WITNESS WHEREOF the parties to this Contract have caused those present to be executed by their agents hereunto duly authorized, and their seals to be affixed hereto, as the date first above written.

ARAMARK Sports Facilities, LLC

 1/21/14  
Date

 2/3/14  
Date

 2/19/14  
Date

\_\_\_\_\_  
Date

SEIU Texas

 1-11-14  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX "A"**

**Effective October 29, 2013:**

<b><u>Job Title</u></b>	<b><u>Rate</u></b>
Warehouse	\$10.35 per hour (includes twenty-five cents [\$0.25] increase per hour)
Custodial Service Lead	\$9.09 per hour (includes twenty-five cents [\$0.25] increase per hour)
Crew Leader	\$10.35 per hour (includes twenty-five cents [\$0.25] increase per hour)
Cleaning Service Worker	\$8.85 per hour (includes sixty-five cents [\$0.65] increase per hour)

**SIDE LETTER**

**ARAMARK SPORTS FACILITIES, LLC**

at

**George R. Brown- Facilities**

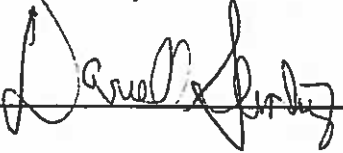
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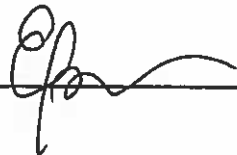
**SEIU TEXAS**

A ninety-five dollar (\$95.00) ratification bonus will be paid on January 9, 2014 for all workers hired as of September 1, 2013 and who are still employed by the Company on December 31, 2013.

**ARAMARK Sports Facilities, LLC**

**SEIU Texas**

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date