



EMPLOYEE CONTRACT

EFFECTIVE
JULY 1, 2016 - OCTOBER 15, 2020



**COMMUNICATIONS
WORKERS**

OF

AMERICA

LOCAL 1038, AFL-CIO

&

ARAMARK

EDUCATIONAL SERVICES, LLC

AT THE

CHERRY HILL SCHOOL DISTRICT

THIS AGREEMENT is made by and between the Communications Workers of America hereinafter referred to as the "Union" and ARAMARK EDUCATIONAL Services, LLC, hereinafter referred to as the "Company".

**ARTICLE I
PURPOSE**

The Company and the Union have entered into this Agreement for the purpose of establishing conditions under which employees, as hereinafter defined, shall be employed to work for the Company and procedures for the presentation and resolution of grievances, and for the purpose of regulating the mutual relations between the Company and said employees with a view to promoting and insuring a harmonious relations and cooperation.

**ARTICLE II
RECOGNITION**

Whereas the Union hereby certifies that members include a majority of the present employees to whom this Agreement applies;

The Employer hereby recognizes said Union as the exclusive representative of all employees to whom this Agreement applies, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment.

**ARTICLE III
UNION DUES DEDUCTION AND AGENCY FEE**

UNION DUES DEDUCTION:

The Company agrees to deduct Union dues from the wages of any employee that voluntarily signed an automatic dues deduction authorization form, which has been found acceptable by both parties. Dues shall be deducted in the amount certified to the Company by the Union at least thirty (30) days prior to the date on which the deduction of Union dues is to be made. Deductions of the Union dues shall be remitted by the Company to the Union bi-weekly during any calendar month in which deductions are to be made, together with a list of employees from whose pay such deductions were made. This authorization shall remain in effect unless terminated upon written notice by the employee or termination of employment of the employee.

AGENCY FEE

SECTION A: Purpose of Fee

If an employee does not become a member of the union during any membership year (July 1 to the following June 30) covered in whole or part by this Agreement, said employee will be required to pay a representation fee to the Union for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.

SECTION B: Amount of Fee/Notification

Prior to the beginning of each membership year, the Union will notify the Company in writing of the regular membership dues, initiation fees and assessments charged by the Union to its own members for such membership. The representation fee paid by non-members will be determined by the Union in accordance with the law.

SECTION C: Deduction and Transmission of Fee

1. Notification – On or about the 15th of September of each year, the Company will submit to the Union a list of all employees in the bargaining unit. On or about January 1st of each year the Union shall notify the Company as to the names of those employees who are required to pay the representation fee.
2. Changes – The Union will notify the Company in writing of any changes in the lists provided for above and/or the amount of representation fee, such changes will be reflected in any deductions made more than ten (10) days after the Company received said notice.
3. New Employees – On or about the last day of each month, the Company will submit to the Union a list of employees who began their employment in bargaining unit positions during the preceding thirty (30) DAY PERIOD. The list will include name, social security number, job title, date of employment and place of assignment. The company will also notify the Union of an employee transfer, leave of absence, return from leave, retirement, resignation, separation of employment or death.

SECTION D: Indemnification

The union shall indemnify and save harmless the Company against any and all claims, demands, suits, judgments, settlements or any other form of liability including responsibility of counsel fees and other cost of defense, that arise out of or by reasons of action taken or not taken by the Company for the purpose of complying with any of the provisions of the Article including but limited to any actions in connection with defending the legality of this indemnification provision.

1. Neither the Company nor the Union will challenge the legality of the indemnification provisions of this Article. In the event indemnification of the Company by the Union is challenged in any forum by any person or entity, the Company and the Union agree to defend the legality of the indemnification provision. In the event this indemnification provision is deemed to be illegal or against public policy by any court or administrative agency or competent jurisdiction, then effective the day on which the Company no longer remits payment to the Union as provided hereinabove, the Union will eliminate the representation fee in effect at the time.
2. The Company shall retain its right to determine its course of conduct, including but not limited to, the right to select counsel and determine strategy in any action arising out of or by reason of the provisions of this Article.

3. The indemnification provision of the Article shall continue during any extension of this Agreement or during any period in which the Union is collecting representation fees in accordance with this Article.

ARTICLE IV GRIEVANCE PROCEDURE/ARBITRATION

The term "grievance" as used herein means a complaint by any employee covered by this Agreement that, as to him or her, there has been an improper application, interpretation, or violation of the terms and provisions of this Agreement, Company policies, or administrative decisions affecting said employee.

SECTION A: General

1. A grievance may be filed by an individual unit member, a group of unit members or by the Union, either in its own names or as the representative of a group or class whose individual signatures shall not be necessary. Any grievance must be lodged in writing at Step Two (2) within ten (10) working days after the occurrence of the event from which the grievance arises.
2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any level of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step. Time limits may be extended by the mutual consent of the parties.
3. It is understood that unit members shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Company until such grievance and any effect thereof shall have been fully determined.
4. Any employee may request the assistance of a Union representative at all steps of the grievance procedure. An employee shall not lose pay for time spent during his/her regular working hours at the steps of the grievance procedure. In the event that it is necessary to require the attendance of other employees during any of the steps, such employees shall not lose pay for such time.
5. The purpose of this procedure is to attempt to secure at the lowest possible level, equitable solutions to grievances, which may from time to time arise, affecting unit members. Both parties agree that filed grievance documents will be kept as confidential as may be appropriate.

SECTION B: Grievance Procedure

Step 1 - Informal Presentation - Food Service Director

Except for group, class or policy grievances which shall be initiated by the Union at the Food Service Directors level, anyone who has a grievance shall discuss it first with

the Food service Director in an attempt to resolve the matter informally at that step. During the discussion the employee or the Union Representative must tell the Food Service Director their discussion is a 1st step in the grievance process.

If as a result of the discussion, the matter is not resolved to the satisfaction of the grievant, he/she shall set forth the grievance in writing to the Food Service Director within ten (10) working days after the occurrence of the event from which the grievance arises.

The written grievance shall specify:

1. The nature of the grievance
2. The nature and extent of the injury, loss or inconvenience
3. The results of previous discussions
4. The grievant's dissatisfaction with decisions previously rendered

The Food Service Director shall communicate his/her decision to the grievant in writing within three (3) working days of receipt of the written grievance.

If the employee or a representative of the Local is not satisfied with the answer at Step 2, the grievant, no later than three (3) working days after receipt of the Food Service Director's decision, may appeal that decision to the District Manager. The appeal must be made in writing reciting the matter submitted at Step 1 of the grievance procedure and the grievant's dissatisfaction with decisions previously rendered. The District Manager shall, within five (5) working days receipt of the written grievance, meet with the grievant and a representative of the Local. The District Manager shall provide a written answer to the grievant and a representative of the Local within four (4) working days of the meeting.

If a grievant or a representative of the Local accepts the grievance resolution not in conflict with the Agreement, it shall be final and binding on both parties.

SECTION C: Arbitration

1. Notice of intention to proceed to arbitration shall be given by the Union in writing to the Company through the District Manager within thirty (30) days after the receipt of the decision in Step 3. Only the parties signatory to this Agreement shall have the right to proceed to arbitration and said right shall not accrue to an individual unit member or a group of unit members.

2. All arbitrations shall be conducted under the rules of the American Arbitration Association.

3. The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/she can add nothing to, nor subtract anything from, the Agreement between the parties or any policy of the Company. The arbitrator shall issue a written decision within thirty (30) days of the completion of the hearing.

4. Any grievance concerning the language of this Agreement shall be subject to binding arbitration. Any grievance concerning the interpretation, application, or alleged violation of Company policies or administrative decisions affecting terms and conditions of employment shall be subject to advisory arbitration only.

5. In the event that a grievance is taken to arbitration, the compensation and expenses of the impartial arbitrator and the American Arbitration Association shall be shared equally by the Company and the Union and his decision shall be binding on all parties as to grievances alleging a violation of or improper application or interpretation of the terms of this Agreement. The cost of any transcript shall be borne solely by the party requesting it.

ARTICLE V UNION REPRESENTATION/DISCIPLINE AND DISCHARGE

SECTION A: Union Representation

At any meeting between a representative of the company and an employee in which discipline (including a warning which is to be recorded in the personnel file, suspension, demotion or discharge for cause) is to be introduced, a Union representative may be present if the employee so requests.

SECTION B: Shop Stewards

At the beginning of the year the Union will provide to the Company a list of members that are authorized Shop Stewards.

Shop Stewards acting on behalf of the Union are free to conduct union business, without interference or reprisal, provided their actions comply with the respect and dignity language in this agreement and within the code of conduct of the Cherry Hill School District. Stewards understand they must have the approval of management before leaving their work area to conduct union business. Union stewards must clock out when doing union business, unless instructed to do otherwise. The Union Stewards are not permitted to interfere with the work of other employees while doing Union Business.

SECTION C: Discipline and Discharge

1. Employees shall be discharged only for just cause, unless there is gross misconduct as referred to in the Company Handbook.
2. The Company agrees that it will not suspend, demote or take other disciplinary action against an employee in an arbitrary capricious fashion.
3. Progressive Discipline:
 - a. Oral Warning
 - b. Written Warning
 - c. Written Warning with a 1-3 day Suspension
 - d. Job in Jeopardy
 - e. Discharge

Employees with ten or more years of service shall receive an additional level of discipline to be known as (job in jeopardy) which will be in between letters c. and d. above. Job in Jeopardy will include a 3-5 Day suspension.

ARTICLE VI Seniority

Section A:

1. Seniority for the purpose of this article shall be based upon an employee's continuous length of service with the company
2. All employees shall be considered as probationary employees for the first sixty (60) working days of their employment. Probationary employees may be disciplined or terminated at any time during their probationary period at the sole discretion of the company, without recourse to the provisions of the grievance procedure of this Agreement. Upon completion of their probationary period, their seniority will reflect the date they first worked.
3. In the event that two (2) employees commence their employment on the same date, their respective seniority shall be determined by alphabetical order of their last names.
4. The Company shall maintain a seniority list of employees, copies of which shall be furnished to the Union annually, prior to October 1st of each school year and updated when necessary.
5. An employee's seniority shall cease and his/her employee status shall terminate for any of the following reasons:
 - a. Resignation or retirement
 - b. Discharge for cause
 - c. Continuous lay off for a period exceeding ten months
 - d. Failure of laid-off employees to report for work either, (a) on the date specified in written notice of recall mailed seven (7) or more calendar days prior to such date; or (b) within three (3) working days after date specified in the written notice of recall mailed less than (7) calendar days prior to such date, unless the employee has a justifiable excuse for his-her failure to return to work as provided herein. The Company by certified mail, return receipt requested, to the employee's last known address, as shown on the Company's personnel records.
 - e. Failure to report to work for a period of three (3) consecutive scheduled working days without the employee speaking with and getting the approval of the Food Service Director, or their designated representative. This section will not apply when the employee is medically unable to make the call. Anyone schedule to arrive after 8:00 a.m. will be given two numbers to call and may leave a message if no one answers the phone leaving a number in which they can be reached.
 - f. Failure to report back to work immediately upon expiration of vacation, leave of absence or any renewal thereof, unless return to work is excused by the Company.

6. When circumstances necessitate a reduction of the work force, the Company shall take the following appropriate steps:

1. The Company shall advise the Union in advance of the number of employees to be affected and the job titles and grade levels of the affected employees.

2. The Company shall firsts consider for lay-off the employees with the least seniority in the job titles and grade levels affected.

3. Employees considered for lay-off shall first be considered for filling any exiting vacancy in another job title of the same grade level provided they have the requisite qualifications and the ability to perform the work. If no vacancy exists in the same grade level, the employee shall have the right to displace, in his/her same grade level and employee with the least seniority in the job title that the employee has the requisite qualifications and ability to perform the work and likewise in successively lower grades. An employee not placed under these provisions shall be laid off. These provisions shall also apply to a displaced employee.

7. Employees shall be recalled to work from lay-off in the order of their seniority, provided that they have the requisite qualifications and ability to perform the available work.

8. A permanent job opening in the bargaining unit shall be posted on appropriate bulletin boards for a period of five (5) consecutive workdays. Permanent employees may bid on such job openings only if said opening would constitute a promotion for the bidding employee. However, probationary employees are ineligible to bid on permanent job openings.

9. No permanent vacancy shall be filled by substitute employees for a period exceeding thirty (30) days without a posting under 8. above.

10. In filling permanent job vacancies within the bargaining unit, the company will attempt to fill vacancy by promoting the most senior employee with the skill and ability to perform the work, and who has bid on the open position. In the event an employee bids on the open position, and has the most bargaining unit seniority, but in the discretion of management the employee does not possess the skill and ability to perform the work, then the next most senior employee will receive the bid for the open position provided the employee bid for the position.

When in the Company's sole discretion, two (2) or more employees possess equal qualifications and ability to perform the work, the employee with the greatest seniority in the bargaining unit who has bid on the job, will receive the bid for the open positions.

11. When a job vacancy occurs, employees in that category who desire to transfer to another school and who have filed a written request for such transfer with the Company, shall be considered for transfer by the Company. If such request is to be granted, it will be granted on the basis of the most senior qualified employee being given preference. Once such a transfer has been granted, or a transfer offered and refused, the employee applying

therefore or refusing, shall be ineligible for further transfer for a period of two (2) months. Nothing herein shall be construed to limit the right of the Company to transfer employees, as the needs of the school system require.

ARTICLE VII LEAVES OF ABSENCE

A. FEDERAL FAMILY MEDICAL LEAVE ACT/STATE FAMILY LEAVE ACT

Medical leave of absences covered by Federal or State Family Leave statues are counted as time missed against the employees leave entitlement. Employee missing work that is covered under the Family Medical Leave Act must use one half of their accrued paid time off. The Company will keep all FMLA postings up to date, as required by the FMLA or the SFLA.

After the granting of a leave pursuant to FMLA or SFLA the Company will give reasonable consideration to a request from an employee for either the extension or reduction of the period of the leave.

B. PERSONAL ILLNESS

1. Full-time employees shall be allowed ten (10) days absence in any school year for personal illness, without deduction of pay with the accumulation at the rate of one (1) day per month. Part-time employees shall be allowed ten (10) days without deduction of pay, prorated by the number of hours worked per month.

The number of unused days in any year shall be accumulated from year to year, as long as the employee's employment with the Employer is continuous. However, in the case of a prolonged sick leave extending into a new school year, an employee shall not be credited with the ten (10) days for the new year until active duty actually begins, except as provided in paragraph 3 hereof.

2. Termination of employment shall result in immediate cancellation of accumulated sick leave. Subsequent re-employment shall not reinstate any old sick leave accumulation, and the person re-employed shall begin anew his personal illness benefits. Employees that leave the Company in good standing, and who have given two (2) calendar weeks' notice, and worked every scheduled shift during the two (2) week notice period will be paid for unused sick day.

3. The purpose of personal illness benefits is to provide relief in case of personal sickness, personal accident and quarantine. However, employees may opt to use sick leave on days that school is closed, such as in-service days and days when there are class trips. Any other use of sickness allowance shall be a violation of contract, provided, however, extension of sick leave for employees covered by this agreement may be at the discretion of the Employer.

4. Continuous personal illness absence of three (3) days, or except when the employer reasonably believes an employee is abusing sick leave, must be certified by a properly licensed physician.

C. DEATH IN IMMEDIATE FAMILY

1. In the event of a death in an employee's immediate family, such employee shall be allowed absence with pay not to exceed five (5) consecutive working days, provided the said working days are taken within the seven consecutive weekdays starting the first day after the death. All such absences shall be approved by the employee's immediate supervisor.
2. For the purposes of this section, "immediate family" shall mean husband, wife, domestic partner, father, mother, child, child of domestic partner, sister, brother, grandchild, grandparent, mother-in-law, father-in-law, son in law or daughter in law, step son and step daughter
3. An employee shall be allowed one (1) day's absence with pay in the event of the death of Aunts, Uncles, Brother in-laws, or the Sister in-laws, step mother and step father of the employee. Such absence shall be approved by the employee's immediate supervisor.
4. Funeral leave may be extended by the employee's use of personal business days as provided for in paragraph F below.

D. JURY DUTY AND COURT APPEARANCE

1. Any employee who is required by law to serve on a jury in a court of record, upon satisfactory proof to the Employer of such service rendered, shall be reimbursed by the Employer for and during the time he/she is required to be in attendance in court in an amount equal to the difference between his/her regular pay and his/her jury pay.
2. When any employee is called for jury service, he/she shall be excused from work on the days when he/she is required to be in court, provided, however, that if the time required for jury service in any one day does not extend beyond 12:00 o'clock noon, the employee will be required to report for work for the remainder of the day.
3. Each employee requiring time off for jury duty or court appearance shall immediately notify his/her immediate superior as soon as possible of the day or days involved.
4. An employee required to attend court for any reason will be granted the time off without pay.

E. LEAVE FOR CAUSE

An employee shall be granted a leave of absence without pay at the employer's discretion for good and sufficient personal reasons for a period not to exceed three (3) months upon application to the Employer three (3) weeks prior to the next regularly scheduled Employer meeting. Said applications shall be made in writing and

responded to in writing by the Employer. During said leave of absence, seniority shall accumulate. If the employee overstays his/her leave of absence, accepts employment elsewhere without the Employer's approval, the employee's employment with the Employer shall be terminated.

F. PERSONAL BUSINESS

1. An employee shall be granted two (2) days leave in any school year to attend to personal business. Employees beginning after February 1 shall be allowed one (1) day.
2. Requests for such absence must be filed seven (7) days in advance with the immediate supervisor, and on a form prescribed by the Employer, except in the case of medical emergency as orally approved by the immediate supervisor. The supervisor must respond at least three (3) days prior to the leave day requested.
3. Unused days in any school, year shall accumulate for purposes of sick leave from year to year, as long as the employment continues.

G. UNION CONFERENCES AND CONVENTIONS

The Employer agrees to allocate not more than five (5) working days per school year with pay, to delegates chosen by the Union to attend bona fide Union conferences and conventions. Any employee for whom the Union makes such a request must present to the Employer one week in advance of the conference or convention a written request for time off, specifying the dates for each occasion such employee is required to be absent. Such request will be honored unless conditions at work at the time are such that the employee's services cannot be spared. In such case, an alternate representative may be designated by the Union. All requests are approved, or rejected, at the sole discretion of the Company. The Company will make a good faith effort to release the employees requested.

ARTICLE VIII
WORK ASSIGNMENT

Except in cases of emergency or situations requiring immediate action, all work shall be assigned to employees by a member of management, and/or by an employee assigned to a higher pay grade.

Only bargaining unit members will perform bargaining unit work at any time during the calendar year, except in cases of emergency. This includes summer camps and events. It is not an emergency if Management does not schedule enough staff. An emergency would include if a bargaining unit member leaves early due to a personal emergency or illness, or in the event of a late call out whereby management cannot reasonably fill the vacancy by another bargaining unit member.

ARTICLE IX
HOURS OF WORK

1. The regular workweek for full time employees shall be thirty-five hours (35), consisting of five (5), seven (7) hour days. Workdays shall include a fifteen (15) minute break, as scheduled by the immediate supervisor, during the workday, which includes part time employees. Part time employees shall work such hours as required by their immediate supervisors.

The normal school year will be determined by the School District each year and maybe modified by the School District year to year. Additionally the Company may require employees to work before the start of the school year in preparation of the start of school and work after the end of the school year to close up for the summer. Work outside of the time specified above will be offered to the qualified employees in seniority order and assigned in reverse seniority order.

2. The workweek for all employees shall be scheduled by their respective supervisors. The Company has the right to stagger the work day however the Company's representatives will consult with the Union's representatives and shall give a minimum of one week's notice before implementing staggered schedule.

3. Employees who report to work and are told to go home are guaranteed a minimum of two (2) hours pay.

4. In addition to the above, all employees must attend two (2) hours training per school year scheduled on in-service days, conference days, or one half school days.

5. The Company retains the right to change an employee's work hours, and or location to meet the needs of the business. Without receding from any of the above, the Company will, in good faith, endeavor to give an employee five (5) days notice of a change in locations or assigned hours.

ARTICLE X
HEALTH INSURANCE

10.1 Medical Insurance - The Employer shall make available to the employees eligible for medical coverage, as provided in sections 10.2, 10.3 and 10.4 below, the same health insurance plan(s) offered to other ARAMARK employees, as they may be amended or changed in accordance with their terms. The parties agree that the specific provisions and procedures governing eligibility, enrollment, benefit coverage, contributions to premiums, co-pays and carriers for health insurance shall be the same as the plans provided to other ARAMARK employees. Any changes to these plans that are applied to other ARAMARK employees will apply equally to the employees covered by this Agreement.

10.2 Employees hired on or before December 31, 1999 that work more than twenty (20) hours per week, and were enrolled in an employer sponsored medical, and prescription coverage on July 1, 2012, shall continue to be eligible for the same level of

coverage as they are enrolled on June 1, 2016. (Employee only, Employee + Child (ren), Employee + Spouse, or Family Coverage). The weekly contribution for employee's eligible for health and prescription covered under section (10.2), is \$45.00 a week for the life of the agreement.

10.3 Employees hired on or after January 1st, 2000, that work thirty (30) hours a week, and have successfully completed their probationary period, will become eligible for Health Insurance on the 1st day of the next month, following the completion of their employee's probationary period. The employee cost for employee only Health Insurance shall be 25% of the monthly premium.

10.4 Employees eligible for insurance under section 10.3 above may enroll dependents, as defined in the plans. The employee will pay, in addition to the twenty-five percent, one-hundred percent (100%) of cost for dependent coverage.

10.5 Employees eligible for coverage under section Article may purchase other types of insurance coverage, offered by ARAMARK to its employees, at no cost to the Employer.

10.6 Employees working that work less than thirty (30) hours per week but more than 20 hours per week may enroll into the Company sponsored Insurance plans. Eligible employees who enroll in an insurance plan under this section are responsible for one hundred percent (100%) of the monthly premium.

Health Care Flexible Spending Account (FSA)

Benefit Description:

Effective January 1, 2014 an employee may deposit up to \$2,500.00 of pretax dollars each plan year into a Health Care Flexible Spending Account (FSA) to pay for eligible, non-reimbursable health care expenses. The minimum amount that an employee may contribute under this account is \$50 per year. The amount elected is fixed for the calendar year unless an employee experiences a qualified life status change. An employee will have until March 31st of the following year to submit claims for reimbursement for expenses incurred during the prior calendar year. Any unused amounts are forfeited. An employee cannot be reimbursed for any expenses already covered and paid for by a medical, dental and/or vision plan. Any expenses reimbursed by a Health Care FSA cannot be included as a deduction or credit on income tax returns. The plan(s), plan design(s) may be adjusted from time to time by law or in line with changes to the benefits packages for all employees.

Dental

Benefit Description:

Effective January 1, 2014 ARAMARK will provide eligible employees the opportunity to enroll in Dental coverage provided through an ARAMARK-selected provider. The plan(s), plan design(s) and schedule(s) of benefits may be adjusted from time to time in line with changes in the Dental package for all ARAMARK employees or as required by

law. Other changes may include a change in the insurer or other service provider that provides the benefits or establishes the network of participating providers. Any changes to premiums or eligibility will be effective with the start of the plan year, January 1st

Premiums:

Any employee who chooses to enroll in Dental coverage will be responsible for 100% of the total premium cost.

Benefit Description:

Effective January 1, 2014 ARAMARK will provide eligible employees the opportunity to enroll in Vision coverage provided through an ARAMARK-selected provider. The plan(s), plan design(s) and schedule(s) of benefits may be adjusted from time to time in line with changes in the Vision package for all ARAMARK employees or as required by law. Other changes might include a change in the insurer or other service provider that provides the benefits or establishes the network of participation providers. Any changes to premiums or eligibility will be effective with the start of the plan year, January 1st

Premiums:

Any employee who chooses to enroll in Vision coverage will be responsible for 100% of the total premium cost.

Discount Programs

Employees may take advantage of the discount programs offered to ARAMARK employees under the Corporate Discount Program and/or the Workers Advantage Program. Discount under these programs are not guaranteed and are subject to change and/or termination at the Company's sole discretion, with or without notice.

ARTICLE XI
WAGES

Effective July 1, 2016 the wages for the various categories shall be set and paid in accordance with the schedule attached hereto and marked "Exhibit A"

When an employee is temporarily transferred to a higher paying job, they shall be paid an additional \$0.40 cents per hour for all such work. When an employee is temporarily transferred to a lower paying job, they shall be paid their regular job rate.

All wages shall be paid by check, Direct Deposit, pay card or other means available by the company, provided that employees who elect direct deposit or pay card also consent to receive an e-statement.

**ARTICLE XVIII
TERM OF CONTRACT**

Except where specifically provided for, this Agreement shall become effective July 1, 2016 and continue in effect, except as otherwise noted, until June 30, 2020, and from year to year thereafter unless and until either of the parties desire to change or terminate the same. The party desiring such change or changes or termination shall notify the other party in writing of that fact prior to October 15, 2020; or prior to October 15th of any subsequent year, and after such date negotiations shall commence.

EXHIBIT A

Grade 1	Grade 2	Grade 3
Food Service Worker	Assistant Cook Assistant Baker	Cook Baker


1. Wage increases for all employees shall be as follows:

Effective July 1, 2016	\$0.40 to base
Effective July 1, 2017	\$0.40 to base
Effective July 1, 2018	\$0.40 to base
Effective July 1, 2019	\$0.40 to base

During the term of the Agreement, the minimum hourly rate for new employees, based on school year shall be:

GRADE	2016-2017	2017-2018	2018-2019	2019-2020
1	\$9.75	\$10.15	\$10.55	\$10.95
2	\$10.35	\$10.75	\$11.15	\$11.55
3	\$11.10	\$11.50	\$11.90	\$12.30

Effective July 1, 2016 new hire substitutes shall be paid \$9.00 dollars/hr.

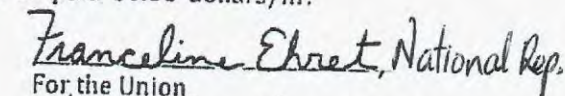


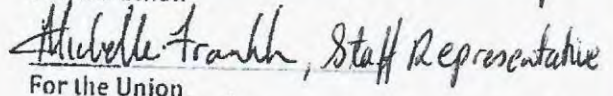
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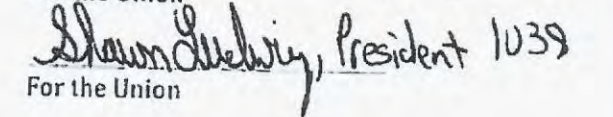
For the Company

For the Company

For the Company



For the Union
Francessine Ehret, National Rep.


For the Union
Michelle Frankh, Staff Representative


For the Union
Shawn O'Leary, President 1039

For the Union

For the Union