

AGREEMENT

BETWEEN

Aramark Educational Services LLC

Operating at Hamline University

AND

UNITE HERE, LOCAL 17 AFL-CIO

Effective: 11/15/23

Expiring: 11/1/26

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PREAMBLE

This Agreement is made and entered into between Aramark Educational Services, LLC at Hamline University, hereinafter referred to as the "Company," and the UNITE HERE Local 17 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 8 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.

WITNESSETH

In consideration of the mutual promises and covenants expressly stated herein, the Company and the Union agree as follows:

PURPOSE OF AGREEMENT

Section 1: 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 Hamline University and pledge to maintain the highest standards of service so the Company can conduct its business with the efficiency indispensable to the best interests of the Company and its employees, and customers.

ARTICLE 1

RECOGNITION CLAUSE

Section 1: The Company agrees to recognize the Union as the sole and exclusive bargaining representative for and on behalf of its employees in the wage classifications listed "Appendix A" employed at Hamline University, Saint Paul, Minnesota with respect to wages, hours of work, working conditions and other conditions of employment. This includes all full and part time food service workers employed by Aramark Educational Services LLC at Hamline University at: Hamline University 1536 Hewitt Avenue, St. Paul, Minnesota in the following classifications: barista, lead barista, catering service worker, cashier, lead cook, cook, lead food service worker, food service worker, general utility worker, but excluding: managers, management trainees, receptionists, nutritionists and registered or licensed dietitians, executive chefs, sous chefs, chef managers, chefs, catering service coordinators, marketing associate assistant, money room clerk, lead money room attendant, money room attendant, retail sales workers, office workers, lead student worker, student worker, employees of other employers, subcontractors, all other employees not specifically identified above, office 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 extend to, or affect in any way, any other phase of the Company's business or construed to include any other employees of the Employer in any of the Company Employer's other divisions, branches, or units. This language shall not be used to degrade the bargaining unit positions or prevent expansion of bargaining unit positions at the recognized location.

Section 3: No Individual Agreements – The Employer agrees not to enter into any contract or agreement with the employees hereunder, individually, or collectively, which conflicts with the terms and provisions herein.

Section 4: Complete Agreement – The express provisions of this Agreement constitute the complete collective bargaining contract, which shall prevail between the Employer and the Union with respect to wages, hours of work, and other conditions of employment. This Agreement can be added to, detracted from, altered, amended, or modified only by a written document signed on behalf of the Parties by their duly authorized agents and representatives.

ARTICLE 2

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 may be regularly scheduled to work less than thirty (30) hours per work week subject to availability and business requirements.

Section 3: On Call, Call-in, temporary, and substitute employees are those who are not scheduled on a regular basis but who may be called subject to availability and business requirements. in to fill vacancies caused by reasons including, but not limited to, absences, vacations, leaves of absence, sicknesses, or changes in business demand subject to other provisions in this Agreement.

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.

ARTICLE 3

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, marital status, genetic information, gender identity, gender expression, religion, sex, sexual orientation, age, national origin, disability, military status, veteran status, special disabled veteran, Vietnam era veteran, armed forces medal veteran or other protected veteran or any other personal characteristic status that is protected by Federal, State or Local 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 16 and 17.

Section 2: Gender. The use of pronouns "he" or "she" and the suffixes "men" or "women" shall not be interpreted to refer to members of only one sex but shall apply members of either sex.

Section 3. Americans with Disabilities Act. This Agreement shall be interpreted to permit the reasonable accommodation of disabled persons as required by state and/or federal law, including the Americans with Disabilities Act (ADA). In the event such conflicting accommodation is permitted only if required to comply with said laws, the parties, at either's request, shall meet to discuss the proposed accommodation. The parties agree that any accommodation made by the Company with the respect to job duties or any other term or condition of employment shall not in any way become applicable to any other individual, class or group of employees, but shall apply only to the person or persons accommodated in the particular situation. The fact that such person or persons was accommodated, and the manner and method of such accommodation, shall be without precedent and, therefore, may not be used or relied upon by any person for any purpose at any time in the future.

Section 4. Ethnic Diversity and Cultural Issues. 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 where such use does not adversely affect the operation, work performance, or customer service levels.

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 4

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 5

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 (30th) 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 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 their pay reduced as a result of time spent in the meeting.

ARTICLE 6

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 and membership dues for the Union, as said employees individually authorize the Company to deduct.

Section 2: The Company shall remit each month to the Union, the amount of deductions made for that particular month including initiation fees, reinstatement fees, membership dues, permits and arrears, together with a list of employees for whom such deductions have been made, social security number for each listed employee, and the gross pay amount per week/month. The list will indicate all official personnel actions that result in a change in the status of bargaining unit members, including new hires, terminations, promotions, etc. The information shall be in computer readable electronic form, whenever possible. The remittance shall be forwarded not later than the twentieth (20th) of the month following the month in which deductions were made.

Section 3: In the manner and to the extent permitted by law, as a condition of employment, 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 Employer 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 a 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 and transmit to the Treasurer of UNITE HERE TIP Campaign Committee the amount of contribution specified for each payroll period or other designated period worked from the wages of those employees who voluntarily authorize such contribution at least 7 days prior to the next scheduled pay period, on the form provided for that purpose by the UNITE HERE TIP Campaign Committee. These transmittals shall occur no later than the fifteenth (15th) day of the following month and shall be accompanied by a list setting forth as to each contributing employee his or her name, address, occupation, rate of PAC payroll deduction by the payroll or other designated period, and contribution amount. The parties acknowledge that the Company's costs of administration of this PAC payroll deduction have been taken into account by the parties in their negotiation of this Agreement and have been incorporated in the wage, salary, and benefits provision of this Agreement. The company shall send these transmittals and this list to: Treasurer, UNITE HERE TIP Campaign Committee, 275 Seventh Avenue, New York, NY 10001.

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 7

WORK OF SUPERVISORS AND NON-BARGAINING UNIT MEMBERS

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

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.

Section 3: Temporary Agency employees or other non-bargaining unit employees will not be used by the Company without first offering the available work to bargaining unit employees provided that the bargaining unit employees have the skill(s), qualification(s) and ability to perform the available work. Nothing in this Article shall obligate the Company to offer work in excess of forty (40) hours per week. No Temporary Agency employee shall be used to fill a vacancy caused by leave of absence, resignation, termination or increase in business needs as determined by management for longer than thirty (30) calendar days in the case of a regular full time or part time vacancy; or ninety (90) calendar days in the case of a temporary vacancy. Nothing in this Article shall obligate the Company to offer work in excess of forty (40) hours per week.

ARTICLE 8

LABOR-MANAGEMENT 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) 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.

Section 4: Protective Equipment. The Company shall make available appropriate personal protective equipment, excluding slip resistant shoes, at no cost to the employee. If an employee destroys, damages, or loses the protective equipment provided to the employee, the employee will be responsible for the cost of replacement. Employees shall not be responsible for the cost of replacement for protective equipment that is replaced as a result of normal wear and tear, regularly scheduled replacement, or circumstances beyond the employee's control.

ARTICLE 9

UNION REPRESENTATION

Section 1: The Union may elect or otherwise appoint Shop Stewards.

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

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 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 Employer's public and private business areas for the purposes of conferring with the Employer and the Union Stewards and monitoring the administration of this Agreement. An authorized representative of the Union will notify the General Manager or authorized designee in advance of arriving at the Client's premises for their visit. 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 by each time-clock designated for such purpose. All such notices will be submitted to the Food Service Director, General Manager, or their designee. Postings shall not include anything of a political nature or contain material critical of the Company, and/or Hamline University.

Section 6: All employees shall be permitted to wear their official Union and/or official steward button.

Section 7: Upon the Union's request and subject to the Employer's business requirements, union members serving as stewards or alternate stewards under this contract shall be granted special training leaves to attend group trainings provided by the union. The size of the group attending such a training will be subject to business needs of the Employer and the time for such group training leave shall not exceed two

days in any month or four days in any year. Such leaves will be unpaid and will not adversely affect an employee's seniority or benefits. The Union will work with the Employer to schedule such training in a manner that minimizes the impact of the attendees' absence on the Employer's business and will provide the Employer with as much notice as is practicable, which in any event shall not be less than ten (10) working days.

ARTICLE 10

SENIORITY

Section 1: Seniority shall be that period of continuous employment at the Hamline University from employee's the last date of hire.

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 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;
- e. if an employee is absent due to non-occupational illness or accident for a period of twelve (12) months from the date the accident occurred or the illness commenced, unless additional time is required by law;
- f. 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, unless additional time is required by law;;
- g. if an employee on leave of absence accepts other employment except as provided for under Leaves of Absence section 2;
- h. if an employee overstays a leave of absence granted by the Company without securing an extension. from the Food Service Director or his designee;
- i. if an employee is absent from work for three (3) or more consecutive working days without notification to the Company.

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 11

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 forty (40) worked days from the date of employment. The Company may in its sole discretion extend the probationary period by a period of twenty (20) worked days by notifying the employee and the Union in writing of its intention to do so prior to the expiration of the initial period of forty (40) worked days.

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

ARTICLE 12

JOB POSTING

Section 1: The Company shall post notice of a job vacancy within the bargaining unit for five (5) working days.

Section 2: The factors the Company will use in its evaluation of bidders 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 posting shall contain the minimum qualification and requirements, schedule, and minimum starting salary for the posted position. Copies of all postings shall be e-mailed to the Union office. Copies of completed postings shall be e-mailed to the Union office within ten (10) working days of the bid award.

The Company will post the initial job vacancy and the second job vacancy if applicable. The Company reserves the right to fill any other job vacancy at its discretion, without posting.

Section 6: If an employee is promoted to a higher paid classification the employee shall receive the rate of the higher classification, except if the increase which the employee would so receive is less than \$0.25 per hour, in which case the employee will receive an increase of \$0.25 per hour or the difference between the start rates of the two classifications, whichever is greater.

Section 7: Any employee filling a job classification covered by this Agreement from a lower-paid classification shall be on a trial period for the first twenty (20) days worked in the new classification. If at any time during such trial period the Company determines that the employee cannot meet the job requirements, the Employer may return the employee to that employee's former position. The employee so returned shall not suffer any loss of seniority. Also, if at any time during such trial period the employee determines that they do not wish to continue performing such a job, that employee, with notification to the Company may return to their former position. The employee so returned shall not suffer any loss of seniority. The decision to return the employee to their former position shall not be subject to any progressive discipline procedure.

ARTICLE 13

LAY OFF AND RECALL

Section 1: In the event of a reduction in the workforce in a given classification, 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 Voluntary layoff will be accepted in lieu of displacement or bumping by seniority.

Step 2 Displace the most junior employee in their classification in their location

Step 3 Displace the most junior employee in their classification in the bargaining unit

Step 4 Displace the most junior employee in the bargaining unit.

Step 1- 4 above apply to all layoffs, including but not limited seasonal slowdowns.

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 five (5) 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 14

LEAVES OF ABSENCE

Section 1: Qualified Leave of Absence

The Company shall administer leaves in accordance with the FMLA and other State and Local law as amended from time to time.

Section 2: Unqualified Leave of Absence

- a. Medical Leave of Absence. An employee that has completed their probationary period shall be granted a medical leave of absence without loss of seniority of up to twelve (12) months by the Company upon a reasonable showing by the employee of medical necessity.
- b. Union Leave of Absence. 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 Union shall provide a minimum of fourteen (14) calendar day notice of such request. Such leave shall not exceed six (6) months. An additional six (6) months may be granted upon written request the request must be made at least thirty days prior to the expiration of the original leave and will not be unreasonably denied. 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 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.

During a Union Leave an employee will not accrue sick days or vacation time. but will accrue equivalent unpaid time off to be used under the same terms of this Agreement.

- c. Military Leave of Absence. The Company will comply with the applicable provisions of USERRA, as amended, governing leaves associated with service in the armed forces.
- d. Personal Leave of Absence 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 days' notice of such request. All leave requests shall be approved in the sole discretion of the Company and must include a return to work date.

- e. Jury Duty After the completion of ninety (90) days of continuous service with the Company, an employee who is called for jury service shall be excused from work for the days on which they served. They shall receive, for each day of jury service on which they otherwise would have worked, the difference between their current, daily earnings and the payment they receive for jury service. The employee will present proof of service and the amount of pay received thereof. Jury duty will extend to a maximum of ten (10) workdays per calendar year.

Section 3: Holidays, vacations, sick days, and other benefit entitlements shall not accrue during any leave of absence, except as required by applicable law.

Section 4: An employee returning from an approved leave shall be entitled to reinstatement to their 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 the Layoff and Recall Article.

ARTICLE 15

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:

First Written Warning
Second Written Warning
Final Written Warning and/or Suspension
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 Service Policy will be handled 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. Gross Insubordination;
- e. Fighting

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

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 and e-mail a 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 on the date the copy of the written disciplinary notice is e-mailed to the Union.

Section 6: The Company shall grant an employee's 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 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. A 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 twelve (12) months from the date of the discipline.

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

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 this Agreement 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 16

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, the name of the grievant(s), and the remedy sought.

Section 3: It is recognized that it is in the best interests of the Company, employees 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 Union must present the grievance, signed and in writing, to the Location Manager, or their designee 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.

A union representative or steward will meet with the Location Manager, or their designee management representative, within five (5) working days from the presentation of the written grievance to attempt to resolve the grievance. The Location 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 Union Representative to the District Manager, or their designee 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 District Manager, or their designee 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 submitted to with the District Manager or their 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 the Company 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 17

ARBITRATION

Section 1: The parties shall attempt to mutually agree upon an arbitrator within thirty (30) days of the notice of intent to arbitrate. If they are unable to mutually agree. The Union shall within thirty (30) days of the Company's Step 3 response request the FMCS, with a copy of such request to the Company opposite party to furnish the parties with a panel of impartial arbitrators who are members of the National Academy of Arbitrators according to the rules then in effect for that organization.

The parties shall meet within sixty (60) days of the receipt of the panel to select an arbitrator or the grievance shall be considered abandoned.

(b) Mediation - After a grievance has been submitted to arbitration, and prior to any arbitration hearing, the parties may mutually agree to mediate the grievance in an effort to resolve the dispute. The mediator shall be requested from the Federal Mediation and Conciliation Services (FMCS) at no cost to the parties. The Employer and the Union shall give good faith consideration to the recommendations of the mediator.

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 a 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 case at any given time. Multiple issues cannot be decided on by the same arbitrator, unless mutually agreed to in writing by both parties.

ARTICLE 18

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 (1 ½) the employee's regular rate. Holiday, vacation, sick and other benefit hours do not count toward overtime, only hours actually worked.

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 weekly pay period cycle of the Company. The Company will provide the Union with thirty (30) days' notice in the event of changes to the pay period.

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 Company Manager subject to the following:

- a. Regular work schedules shall be posted at least two (2) weeks prior to the beginning of the pay period ahead of time, whenever possible.
- 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. 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 ten (10) minute paid break for each four hours paid, for example an employee being paid for eight (8) hours of work will receive two (2) paid breaks, an employee being paid for seven and a half (7 ½) hours will receive one (1) paid break and an employee being paid twelve (12) hours of work will receive three (3) paid breaks. Breaks will be scheduled by the manager. Employees who work five (5) or more hours in a day shall 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 rest breaks and meal periods may be delayed due to business/customer needs. Management will endeavor to provide required breaks in a timely manner in accordance with applicable legislation.

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 two (2) hours before commencement of the shift for which the employee was due to report unless circumstances beyond the employees control prevent such notification.

Section 8: Except where prohibited by law, 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 or excessive absences where the employee and the Union have been advised 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 expense.

Section 9: In the event overtime or additional work is required subject to Article 7 Section 3), the Company Operations Manager or his designee shall use the procedures below in the order in which they appear:

1. Offer employees at the work location in the affected classification will be offered the overtime in order of seniority.
2. 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.
3. After 1 and 2 (a), (b) are completed the Company may is free to fill the position from any available source.

Prior to requiring employees to work under step 2 section (b) the Company may in its discretion solicit volunteers from other classifications by seniority who have the qualification(s), skill(s) and ability to perform the work.

Section 10:

(a) The Company shall continue the current practice of providing a free meal in the dining hall as determined by management to employees who are eligible for a meal period. The meal may be consumed during their thirty (30) minute meal break, or during their approved ten (10) minute break (for shifts of four (4) hours or more). Associates will not be compensated for this time.

(b) In the event The Dining Hall is unavailable (closed or catering associates at a remote site), the associate's manager may authorize a meal equivalent at another location.

(c) Activities not permitted include consuming food in food preparation areas, (other than cooks tasting batches for quality and seasoning), preparing and consuming foods not included on the daily menu, nor packing and taking the free single meal home for consumption later.

(d) The Employer shall use its best efforts not to interfere with or disturb an employee's meal or break period (through direct personal contact, telephone, texting, radio page, or other method).

ARTICLE 19

WAGE RATES AND CLASSIFICATIONS

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

Section 2: Out of Classification Work. When an employee performs work in a classification that 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 the higher classification.

Section 3: To the extent permitted by law, all wages shall be paid by direct deposit or pay card provided by the company. Employees also consent to receive an e-statement.

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

Section 5: The employer has the right to establish new job classifications. The employer 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 negotiate the proposed pay rate prior to implementation, the Company may proceed with implementing the new classification and rate of pay after the seven days' notice has expired while the parties negotiate.

ARTICLE 20

REPORTING PAY

Section 1: Regularly scheduled employees shall be guaranteed a minimum of one-half of their regularly scheduled hours at their applicable rate on a day that they are required to report to work, unless the Employer 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 Employer.

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 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 bargaining unit work assigned by the Company.

Section 4: Section 1 of this Article shall not apply to circumstances beyond the Employer's control such as fire, flood, natural disaster, or an act of God.

ARTICLE 21

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 of pay at the employee's regular straight-time hourly rate. Employees shall perform any such tasks as assigned so long as they fall within the scope of the bargaining unit.

ARTICLE 22

HOLIDAYS

Section 1. Recognized Holidays and Eligibility. Each regular full-time employee covered by this Agreement shall be entitled to the following paid holidays.

Thanksgiving Day
Friday after Thanksgiving
Christmas Eve Day

Christmas Day
New Years Day
Memorial Day

Independence Day
Juneteenth

In order to be eligible for holiday pay, an employee must have worked the full last scheduled workday prior to the holiday and the full first scheduled workday following the holiday unless excused for one of the following reasons:

- 1) Layoff (including seasonal layoff) within two (2) weeks before or after the holiday.
- 2) Approved Leave of Absence, including
 - a. Bereavement Leave.
 - b. Jury Duty.
 - c. Medical leave of absence.

ARTICLE 23

VACATIONS

Section 1: All vacation requests will be made in writing at least thirty (30) days in advance of the period being requested for vacation unless a shorter period is agreed to in writing by the employee and Company. In scheduling vacations, the Company will give preference to the wishes of employees according to the requirements of the Company's client and operations. Should more than one employee submit a vacation request for the same period, such requests shall be honored on a first come, first served basis and as business needs allow, as determined solely by the Company.

Section 2: It is the intent of the Company to permit employees to take vacations at times that are desirable to the employee in so far as business conditions permit. Once the Company has approved a vacation for a particular period, it will not withdraw such approval except in the case of an emergency beyond the control of the Company.

Section 3: Employees who meet the eligibility rules will receive vacation pay based on their current straight time hourly pay rate – exclusive of shift and overtime premiums – and the pro-rated average number of scheduled straight-time hours worked by the employee in the previous year.

Section 4: Eligibility: The following factors will determine vacation eligibility:

- (a) An employee must be a regular full-time employee; have completed at least one (1) full year of continuous services (52 consecutive weeks, including services performed at the campus with previous employers); and have been scheduled at least 40 (forty) weeks in the previous calendar year.
- (b) Employees must be on active work status prior to taking vacation (not on lay off, leave of absence, or absent from work due to occupational or non-occupational illness or injury).
- (c) Vacation entitlement will be determined based on an employee’s years of service as of January 1.
- (d) First year employees who become eligible for vacation within the payment year (January 1 to December 31) based on their anniversary date will accrue prorated vacation entitlement from their anniversary date through January 1 of the upcoming year.

Section 5:

Service Completed	Vacation [Hours/Days] Earned Per Month	Vacation [Hours/Days] Earned Per Year	Maximum Vacation [Hours/Days] Available
Less than 3 years	.416 days per month	Up to 5 days	Up to 10 days
At least 3 years but less than 8 years	.833 days per month	Up to 10 days	Up to 15 days
At least 8 but less than 20 years	1.25 days per month	Up to 15 days	Up to 20 days
20 years or more	2.5 days per month	Up to 25 days	Up to 25 days

ARTICLE 24

SICK LEAVE

Section 1. Amount of Sick Leave. Employees who have completed one (1) year of service as of January 1st of any year will be eligible for six (6) paid sick days per year. New hires will be eligible for a pro-rated share of sick days upon reaching their first (1st) anniversary date from their anniversary date until January 1st of the next calendar year calculated at the rate of one-third (1/3rd) sick day for each full month worked. Unused sick days shall be paid off in December of each year.

Section 2. Eligibility. In the event an employee entitled to such sick leave with pay is absent from work because of a bona fide illness of a nature which would reasonably prevent performance of their regular duties, or illness of an immediate family member, they shall receive, upon proper written application, one (1) days' straight time pay at their regular straight time rate for each regular work day they are so absent, but not in excess of the total number of days of sick leave they have accumulated at the beginning of such absence. Upon return to work, re-accumulation of sick leave comes up to the maximum provided for herein.

Section 3. Proof of Illness. The Employer may require a doctor's certificate or other satisfactory proof of bona fide illness before granting any application of sick leave if the absence is for two (2) or more work days. Sick leave shall be applied to absences for bona fide illness as specified above only.

ARTICLE 25

ARAMARK HOURLY 401(K) PLAN

All employees shall be eligible to participate in the Aramark Hourly 401(k) Plan in accordance with the terms of the Plan.

Coverage:

All Employees at a specified Profit Center may elect to participate in the Aramark Hourly 401(k) Plan once they meet the eligibility rules. The features of the Plan (service provider, loan and withdrawal provisions, and available investments) may change at any time according to changes applied to all Aramark employees, or as required to meet legislative changes. All investment and administrative fees are paid by the Employee.

Eligibility:

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

Recognition of Service, if applicable:

All service with any Aramark company will be recognized.

Notes on Employee Contributions and Eligible Earnings:

- Pre-Tax
- 1% to 25 % of Eligible Earnings subject to IRS cap
- Participants age 50 and older can make additional “Catch-Up Contributions”

Eligible Earnings:

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

Company Contributions:

Company shall match 100% of contributions up to the 4% of the Employees salary.

Vesting:

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

Paid Leave of Absence:

Eligible employees who are on approved paid leave of absence may participate by continuing to make contributions to the Hourly 401(k) Plan.

ARTICLE 26 INSURANCE

HEALTH, LIFE AND DENTAL INSURANCE

Section 1. Trust Language

Effective March 1, 2024, the Employer agrees to contribute for each employee covered by this Agreement to UNITE HERE HEALTH (“Fund”) for the purpose of providing health and welfare benefits under the UNITE HERE HEALTH Food Service Plan Unit II (“FSP II”), or such new, merged, or consolidated plan units as may be adopted by the Trustees. Said contributions shall be submitted electronically together with an electronic report of the employee data required by the Fund in the format prescribed by the Fund, no later than the fifteenth (15th) day of the month for which contributions are made.

In addition to providing the monthly report and payment set forth above, the Employer must report to the Fund, by no later than 10am on the last business day of the month, any changes in the status of an employee that may affect that employee’s coverage (for example, terminations, layoffs, new hires and newly eligible). Since the Fund generally cannot rescind coverage, if the Employer fails to timely report a change that would otherwise terminate coverage, the Employer must pay the entire contribution for that employee (including any co-premium normally paid by the employee) for each additional month until the status change is reported to the Fund. If the Employer timely reports a change that would otherwise terminate coverage, the Employer will receive credit for any applicable monthly payment submitted during the month of change.

The Employer agrees to submit the electronic payments and reports in a format approved by the Fund or directly via the Fund's online system. The parties acknowledge that an Excel spreadsheet with the required data fields and payment via ACH are approved formats. The Union and Employer acknowledge that the Employer's late report may result in a delay in the benefits of otherwise eligible employees.

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

Section 2. Eligibility.

Contributions for eligible employees will be effective the first of the month following thirty (30) days of continuous full-time employment as defined in Article 2.1. Contributions will continue for all eligible employees during academic shut down periods and seasonal layoffs. During the summer shut down period, employees who do not work for an entire calendar month will have to pay their monthly contributions for dependent coverage directly to the Employer prior to shut down and the Employer will submit the entire contribution to the Fund.

Section 3. Monthly Contributions

The Employer shall contribute the sums stated below for each eligible employee.

Gold Plus Medical – Monthly Rates

Effective Date	Single	Single + Spouse	Single + Child(ren)	Family
3/1/24	\$695.28	\$1,482.85	\$1,159.76	\$2,059.52
1/1/25	\$747.42	\$1,594.06	\$1,246.74	\$2,213.99
1/1/26	To be determined			

Silver Plus Medical – Monthly Rates

Effective Date	Single	Single + Spouse	Single + Child(ren)	Family
3/1/24	\$561.64	\$1,197.84	\$936.85	\$1,663.68

1/1/25	\$603.77	\$1,287.68	\$1,007.11	\$1,788.45
1/1/26	To be determined			

Dental HMO - Monthly Rates

Effective Date	Single	Single + Spouse	Single + Child(ren)	Family
3/1/24	\$16.15	\$39.86	\$38.48	\$55.38
1/1/25	\$16.15	\$39.86	\$38.48	\$55.38
1/1/26	To be determined			

Vision Plus – Monthly Rates

Effective Date	Single	Single + Spouse	Single + Child(ren)	Family
3/1/24	\$6.97	\$12.65	\$13.27	\$20.48
1/1/25	\$6.97	\$12.65	\$13.27	\$20.48
1/1/26	To be determined			

Effective January 1, 2024 through the expiration of this Agreement, the Employer agrees to contribute the contribution rates necessary for the above-mentioned options, as determined by the Fund, to sustain benefits. The parties agree and understand that, if the appropriate contribution rates are not paid, the Trustees of the Fund may eliminate benefits to otherwise eligible participants and terminate the employer’s participation pursuant to the Fund’s Minimum Standards.

Section 4. Employee Co-premiums

Employees shall be eligible for single medical/dental/vision coverage at a rate of ten percent (10%) of the total cost of coverage per month. Dependent Coverage will cost the difference between what the Employer would pay for single coverage and the full cost of the level of dependent coverage selected.

The Employer will deduct the amounts listed above of said coverage contributions from employees’ paychecks on a monthly basis. The Employer will submit the entire contribution to the Fund on a monthly basis on behalf of all eligible employees.

Section 5. The Company reserves the right to modify the employee contributions to ensure compliance with the affordability provisions of PPACA, as amended from time to time.

In addition to the eligibility provisions in the CBA, if a variable hour employee works one thousand four hundred thirty (1,430) hours or more during the initial measurement period (eleven [11] months from date of hire), the Employer shall pay the appropriate

amount specified above, starting the month following completion of the initial measurement period for the duration of the stability period required by law. If a variable hour employee works one thousand five hundred sixty (1,560) hours or more during the ongoing measurement period (November 1 through October 31) the Employer shall pay the appropriate amount specified above starting on December 1 for the duration of the stability period required by law.

Company administration of eligibility for medical contributions will be compliant with the provisions of PPACA, as amended from time to time.

Section 6. All regular full-time employees are eligible for Short-Term Disability benefits as outlined below. In order to be considered a regular full-time employee for the purposes of Short-Term Disability benefits only, employees must be regularly scheduled to work a minimum of thirty (30) hours each week to be eligible. Benefits for eligible employees will be effective first (1st) of the month following ninety (90) days of continuous employment. Aramark will provide eligible employees with the opportunity to enroll in Short-Term Disability (STD) benefits 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 Short-Term Disability 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 participating providers. Any changes to premiums or eligibility will be effective with the start of the plan year, January 1st. Employee contributions for benefits will be at the standard Aramark rates and are subject to change from time to time in accordance with changes made for all Aramark employees, or as required by law.

This section will sunset upon the enactment of Minnesota Paid Family and Medical Leave on January 1, 2026.

ARTICLE 27

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 workdays 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 stepchildren, parents or legal guardian, stepparents, 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 28

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.

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 29

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 and the parties agree to the written request of either party, to meet and discuss the invalidated provision.

ARTICLE 30

SUCCESSORS AND ASSIGNS

Section 1. Successors and Assigns –This Agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assigns. In the event the entire operation or any part hereof is sold, leased, transferred, or taken away by sale, transfer, lease arrangement, receivership or bankruptcy proceedings, such operations shall continue to be subject to the terms and conditions of this agreement or any part thereof, the Union shall be notified, in writing, no later than sixty (60) days before the effective date of any sale or transfer.

ARTICLE 31

DURATION OF AGREEMENT

Section 1: This Agreement shall be effective from November 15, 2023 through and including October 31, 2026.

Section 2: This contract shall automatically renew from year to year after November 1, 2026 unless notice, in writing, is given sixty (60) calendar days prior to the expiration date by either party that such party terminates the Agreement on the expiration date. Failure by either party to give such notice shall be deemed to be consent to a renewal of this Agreement for a period of one (1) year from the termination date affixed herein.

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 said Company has hereunto affixed its hand and signature and the within named Union has affixed its hand and seal in behalf of its members as duly authorized officers of said Union.

ARAMARK CORPORATION

UNITE HERE!
LOCAL UNION NO. 17 AFL-CIO

Brooke Bass, Aramark 12-15-23

Date

Date

Christa Sarrack 12/15/23

Date

Wood 12/15/23

Date

SCHEDULE A WAGES – ECONOMIC

Section 1.

<u>Classification</u>	<u>New Hire Rates Effective Upon Ratification</u>
Food Service Worker	\$17.75
General Utility Worker	\$17.75
Barista	\$17.75
Cashier	\$19.75
Cook	

The start rate shall be seventeen dollars and sixty-five cents (\$17.65) per hour. Annual increases are based on the following schedule:

- Effective 11/14/24 - 4% increase.
- Effective 11/14/25 - 4% increase.

Upon ratification Employees paid under the starting rate shall be moved to the start rate or receive a 6% increase, whichever is greater. Employees paid over the starting rate shall receive a 6% increase upon ratification and shall also receive increases as above.

Employees who are designated as a Lead shall be paid an additional \$2.00 per hour above the minimum rate for the classification.

Section 2. Higher Rate. Any employee occupying a position combining any two (2) or more classifications shall be paid the higher wage bracket.

Section 5. Minimum Rates and No Reduction. All wage scales in this Agreement are minimum wage rates, and nothing contained herein shall prevent the Company from paying a higher wage rate, nor shall such rates be reduced to comply with the minimum requirements. It is further agreed that any regularly offered excess condition or privileges not specified in this Agreement enjoyed by any employee previous to the signing hereof, shall not be changed or discontinued because of the signing of this Agreement.

Section 6. Basic Life and Basic Accidental Death & Dismemberment. The Employer will provide eligible employees Basic Life and Basic Accidental Death & Dismemberment coverage with in the amount of \$5,000. The coverage will be one hundred percent (100%) paid by the Employer.