

# **AGREEMENT**

**BETWEEN**

**ARAMARK CORPORATION  
d/b/a  
FLINT HILLS RESOURCES  
ST. PAUL, MINNESOTA  
UNIT # 4035**

**AND**

**UNITE HERE!  
LOCAL UNION NO. 17 AFL-CIO**

**EFFECTIVE: November 14, 2019  
EXPIRING: November 13, 2022**

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## **AGREEMENT**

**THIS AGREEMENT** made and entered into by and between **ARAMARK CORPORATION**, party of the first part, hereinafter referred to as the "Company" or "Employer" and **UNITE HERE! LOCAL UNION NO. 17 AFL-CIO**, hereinafter referred to as the "Union".

### **ARTICLE 1 – PURPOSE OF AGREEMENT**

WHEREAS, it is the desire of the parties of this Agreement to establish and continue a relationship of cooperation whereby the mutual interests of both parties may be promoted by attainment of the highest degree of efficiency so as to produce the best possible quality; and,

WHEREAS, it is the intent and purpose of the parties hereto that this Agreement shall promote and improve the industrial and economic relationship between the Company and the Union, and to set forth herein rates of pay, hours of work, and working conditions of employment to be observed between the parties hereto.

NOW, THEREFORE, it is mutually agreed that the following conditions of employment, covering employees within the unit of the Company located at Flint Hills Resources, St. Paul, Minnesota, shall become effective.

### **ARTICLE 2 – RECOGNITION**

The Company agrees to recognize the Union as the sole and exclusive bargaining representative for and on behalf of all persons employed in those classifications which are listed in the schedule of minimum wage rates of this Agreement, it being understood and agreed that no person or agency other than the Union shall be dealt with or recognized for bargaining in regard to wages, hours, or working conditions of persons so employed.

### **ARTICLE 3 – UNION SECURITY**

Section 1. It is understood and agreed that, as a condition of employment, all persons employed by the Company in the bargaining unit which is the subject of this Agreement shall become members of the Union not later than the thirty-first (31<sup>st</sup>) day following the beginning of their employment or pay fees in lieu thereof, that the continued employment by the Company in said unit shall be conditioned upon the payment of the periodic dues or fees of the Union. The failure of any employee to become a member of the Union not later than the thirty-first (31<sup>st</sup>) day of employment or pay fees in lieu thereof shall obligate the Company, upon written notice from the Union to such effect and to the further effect that Union membership was available to such person on the same terms and conditions generally available to other members, to forthwith discharge such person. Further, the failure of an employee to maintain their Union membership in good standing by their failure to pay the periodic dues or fees of the Union or pay fees in lieu thereof shall, upon written notice to the Company by the Union to such effect, obligate the Company to discharge such person.

Section 2. Union Visitation. The Business Representative of the Union shall have full and free access to the premises of said Company at any and all reasonable times during the working hours, providing the Business Representative complies with all security conditions generally imposed upon visitors to the premises.

Section 3. No Individual Agreements. There shall be no individual agreements between the Company and the employees other than contained in these Articles of Agreement.

Section 4. Union Button. All members of the Union will be permitted to wear the Union working button at all times while on duty.

Section 5. Conventions of Labor. Whenever any employee is delegated to attend conventions of labor which requires their absence from work, the Employer agrees that such absence shall be allowed if two (2) weeks advance notice is given.

Section 6. Union Stewards. The Employer recognizes the right of the Union to conduct an election (not on Company time) or select from among the employees who are members of the Union, a Union Steward to handle such Union business as may from time to time be delegated to them by the Union. The Union shall report the name of such Steward(s) to the Employer.

Section 7. Bulletin Board. The Employer agrees to provide a space in which the Union may place a bulletin board for the posting of all Union communications in a conspicuous area frequented by employees.

Section 8. No Discrimination. No employee shall be discriminated against or discharged for reporting any violation of this Agreement or for serving as Shop Steward or Officer of the Local Union.

#### **ARTICLE 4 – CHECK-OFF**

The Company agrees to deduct Union membership initiation fees, dues, reinstatement fees or other required fees levied by the International Union or Local Union in accordance with the Constitution and Bylaws of the Union, from the pay of each employee who executes or has executed an "Authorization for Check Off of Dues" form, providing this form meets all the requirements of the Labor Management Relations Act, and said form has been presented to the Company for its files. Remittance shall be sent to: UNITE HERE, Local 17, 312 Central Avenue, Minneapolis, MN 55414.

#### **ARTICLE 5 – STRIKES AND LOCKOUTS**

During the term of this Agreement, neither the Union nor any employees, individually or collectively, shall authorize or take part in any unauthorized strike or other interruption or any impeding of production at any operation of the Company covered by this Agreement.

Any employee who violates the provision of this Section may be discharged from the employ of the Company. The Union agrees that it will not oppose the discharge or discipline of anyone who instructs, leads or induces another employee to take part in any unauthorized strike or

work stoppage. The Company agrees that there shall be no lockouts or interference in the terms and provisions of this Agreement.

## **ARTICLE 6 – SENIORITY**

Section 1. Definition. Seniority shall mean continuous length of service with the Employer in the classifications covered by this Agreement.

Section 2. Probationary Period. New employees shall be on probation for the first thirty (30) days. Said probationary period may be extended another thirty (30) days provided both the employee and the Union are notified in writing of said extension and reasons for same. During this probationary period, the Company can discharge the employees and the Union agrees not to oppose such discharge. Employees shall not establish seniority rights until they have successfully completed their probationary period.

Section 3. Use of Seniority. The Employer and the Union agree to recognize seniority in the following areas:

- a. Scheduling of vacation time.
- b. Preference of holidays worked/not worked.
- c. Scheduling of shifts.
- d. Offering of overtime and requiring in reverse order (See Article 10 – Section 6).
- e. Promotion, demotion or transfer to new job openings.
- f. Employee shall be laid off and returned to work according to their length of service in their respective job classifications.
- g. In all cases, ability to perform the required work shall be the determining factor.

Section 4. Layoff and Rescheduling of Hours. When employees shall be laid off or have their hours reduced temporarily because of economic conditions, seniority on the basis of classification shall prevail.

Section 5. Recall. Return to service shall be based upon seniority by classification.

Section 6. Bumping. Bumping shall not be permitted except in cases of layoffs or reduction of hours.

Section 7. Classification Seniority. Employees changing classifications shall begin their seniority for scheduling the day of entry into the new classification. During layoffs or reduction in the work force within a classification, an employee may exercise any accrued seniority in their prior classification to revert to the classification from which they were last transferred.

Section 8. Seniority List. A complete seniority list of all employees shall be submitted to the Union within ten (10) days after execution of this Agreement and said seniority list shall be posted in a conspicuous place and updated quarterly to the Union.

Section 9. Terminations and New Hires. The Union shall be notified monthly of all terminations and new hires of employees.

Section 10. Job Openings. There shall be notification to employees of job openings.

Section 11. Loss of Seniority. Employees shall lose seniority and employment will cease if:

- a. Employee quits.
- b. Employee is discharged for cause.
- c. Employee is absent for two (2) days without notifying the Company.
- d. There is conclusive evidence of drunkenness or dishonesty.
- e. Employees are on layoff for more than one (1) year.
- f. An employee is off work due to illness or injury (including family and medical leaves) for more than one (1) year, except where additional time off is required by law.

### **ARTICLE 7 – DISCIPLINE AND DISCHARGE**

Section 1. Discipline and Discharge. The Employer will discipline employee for just cause only. Discipline will normally be in the following form:

- a. Verbal warning
- b. Written warning
- c. Suspension
- d. Discharge

Provided, however, in the case of dishonesty, drunkenness on duty or a more serious violation of the Employer's rules, the preceding progressive discipline need not apply.

Section 2. Written Notices. Written reprimands, notices of suspension and notices of discharge, which are to become part of the employee's file, shall be read and signed by the employee. Such signature shall in no way be an admittance of wrong doing on the part of the employee. A copy of such reprimands and/or notices shall be given to the employee and the Union.

Section 3. Suspension and Discharges. All suspensions and discharges will be in written form and copies will be mailed to the Union immediately upon issuance of such notices. Discharges will be preceded by a suspension during which an investigation of the incident leading to the discharge will be conducted.

Section 4. Disciplinary Meetings. In the event a meeting is held for disciplinary purposes, the affected employee shall have the right to have a Union Steward and/or Union representative present.

Section 5. Right to Review. The Union shall have the right of review of any discharge of an employee who has completed the probationary period by following the grievance procedure of the Agreement.

Section 6. Posting of Rules. All rules shall be conspicuously posted by time clocks or on employee bulletin boards. The Employer's rules shall not conflict with the Agreement.

Section 7. Retirement of Warning Notices. Written warning notices shall not be used as a basis for discipline after a period of one (1) year provided there have been no other written notices of a similar nature.

Section 8. Discipline Files. The Employer shall at reasonable times and at reasonable intervals, upon the request of an employee, permit that employee to inspect such employee's discipline file on their own time.

Section 9. Employees covered by the Contract shall also be subject to any policy issued by Flint Hills Resources concerning illegal or controlled substances and alcohol.

### **ARTICLE 8 – GRIEVANCE AND ARBITRATION PROCEDURE**

Section 1. Grievance Procedure. If any difference of opinion or dispute arises between the parties to this Agreement concerning the performance of an obligation under the terms and provisions of this Agreement, an attempt will be made to resolve it under the following grievance procedure.

***Step 1.*** The aggrieved employee shall first discuss the dispute with their immediate supervisor. Provided, however, the grievance must be raised in writing with the management representative within ten (10) working days of its occurrence to be given any consideration.

***Step 2.*** If no satisfactory resolution to the grievance is reached in ***Step 1***, the Union shall, within ten (10) working days of the employee's discussion with their supervisor, file a written grievance with the authorized representative of the Company and will discuss it with them.

***Step 3.*** If not settled at this conference, the Employer shall issue a decision in writing within ten (10) working days from the time such grievance meeting is adjourned.

Section 2. No Cessation of Work. During the processing of any grievance through the grievance procedure, the employees concerned, unless suspended or discharged by the Company, will continue to work under the condition which gave rise to the grievance.

Section 3. Time Limit. The time limits of the grievance procedure can be mutually extended by the parties. Such extensions shall be in writing.

Section 4. Arbitration Procedure.

A. ***Request.*** A grievance will be subject to arbitration only if it is processed through the grievance procedure as outlined hereinbefore. Request for arbitration must be in writing, and must be submitted to the other party within fourteen (14) days from the date of the Employer's written decision in ***Step 3*** of the Grievance Procedure.

B. ***Selection of Arbitrator.*** The parties will select an arbitrator according to the following procedures:

- 1) **Selection.** If the Company and the Union are unable to promptly agree upon an Impartial Arbitrator, the parties shall request a list of seven (7) Arbitrators from the Federal Mediation and Conciliation Service. The arbitrators on the list shall be members of the National Academy of Arbitrators. The Impartial Arbitrator will then be selected by the parties alternately striking off names from the list until one (1) remains. The selection of the Arbitrator shall be made within fifteen (15) days after the receipt of the list of Arbitrators.
- 2) **Final and Binding Decision.** The decision of the Arbitrator will be in writing and will be final and binding on the Company, the Union and the employees.
- 3) **Expenses.** Each party shall pay its own expenses incurred in arbitration including fees and expenses of the Arbitrator which will be borne equally by the Company and the Union.
- 4) **Time Limits.** In the case of grievance involving loss of time or wages, the Arbitrator may order reinstatement and/or back wages in an amount not to exceed the amount actually lost by the aggrieved party, except that the retroactive wages lost shall not be awarded if the grievance was not submitted by the aggrieved to the other party in writing within ten (10) working days of its occurrence. Wages within the meaning of this Article shall mean all income lost by employee due to the violation of the Agreement.
- 5) **Limitation of Arbitrator.** The Arbitrator shall not have the power to add to, ignore, or modify any of the terms, conditions or Sections of this Agreement. Their decision shall not go beyond what is necessary for the interpretation and application of this Agreement in the case of the specific grievance at issue. The Arbitrator shall not substitute their judgment for that of the parties in the exercise of rights granted or retained by this Agreement.

## **ARTICLE 9 – LEAVES OF ABSENCE**

**Section 1.** **Funeral Leave.** If a death occurs in the immediate family of any employee (parents, spouse, children, brothers, and sisters, current mother-in-law, current father-in-law, grandparents and grandchildren), the Employer will grant a maximum of three (3) days off with pay through the day after the funeral.

**Section 2.** **Personal Leave.** An unpaid leave of absence may be granted for a period not to exceed thirty (30) days upon written request of the employee and upon Company approval. Said leave may be extended another thirty (30) days upon approval of the Company, after which the employee may then request one (1) more extension of thirty (30) days with Company approval. Copies of such request and the Company's permission must be sent to the Union Office.



Section 3. Medical leave. Any employee who completed their probationary period and becomes ill and presents a physician's statement of such illness to the Employer shall be granted an unpaid sick leave for a period not to exceed thirty (30) days. This leave shall be granted subsequent to the exhaustion of accrued sick leave and/or short term disability leave, including accident and sickness benefit from the UNITE HERE and/or the standard short term disability benefit from Aramark, and/or any accrued paid sick leave. Such sick leave shall be extended for successive thirty (30) day periods upon presentation of a physician's statement if the employee's health or physical condition is such as to prevent them from gainful employment. All employees who have completed their probationary period shall be allowed maximum sick leave of one (1) year from the first (1<sup>st</sup>) day of absence including family and medical leave absences. Seniority shall continue to accrue during sick leaves.

*Return to Work:* The Employee shall notify the Employer when they are ready to return to work after a period of absence, and furnish the Employer a medical certificate from their physician that they are physically able to perform the duties of the job. The Employer will place said employee in the first available position for which he/she is qualified.

Section 4. Child Care Leave. An employee shall be granted an unpaid child care leave of absence of up to six (6) months in connection with the birth or adoption of their child. The employee shall notify the Employer of such intent three (3) months prior to the leave.

Section 5. Leaves for Union Business. In the event that an employee is elected to a position of full-time service with the Union, the employee shall continue to accrue their seniority during the period of leave. Upon completion of service in the Union, the Employer will place said employee in the first available position for which he/she is qualified.

Section 6. Return From Leave. Any employee returning from an authorized leave as stated in this Agreement shall return to their previously held job classification and schedule (hours, days) provided that neither has been abolished and the employee is qualified, except as otherwise noted. In the event the schedule has been abolished and cannot be reestablished, the employee may bump into any schedule commensurate with their accrued seniority.

Section 7. Seniority Accrual. Seniority shall continue to accrue during an approved leave of absence.

Section 8. Nothing in this Agreement is intended to conflict with the Family and Medical Leave Act (FMLA), the Americans with Disabilities Act (ADA), the Uniformed Services Employment and Reemployment Act (USERRA) and similar State or local law.

## **ARTICLE 10 – HOURS OF WORK**

Section 1. Standard Work Week. The standard work week shall consist of forty (40) hours, constituted of five (5) eight (8) hour days, and the standard work day shall consist of eight (8) hours, provided that such standard work week and work day shall be used solely as a basis for computing overtime pay and shall not be construed as a guarantee of any number of hours of work per week or per day respectively. Full-time employees will receive a paid twenty-five (25) minute meal break.

Section 2. Overtime – 1½ Times Regular Rate. The Company agrees to pay one and one-half (1½) times the regular rate for all hours worked in excess of eight (8) hours in any

work day; all hours worked in excess of forty (40) hours in any work week; and all hours worked on the sixth (6<sup>th</sup>) consecutive day worked in any work week.

Section 3. Overtime – 7<sup>th</sup> Day and Easter Sunday. The Company agrees to pay double (2x) the employee's regular rate for all work performed on the seventh (7<sup>th</sup>) consecutive day worked in any work week and for work performed on Easter Sunday.

Section 4. Premium Pay on Holidays. The Company also agrees to pay double (2x) the employee's regular rate for all work performed on any of the holidays listed in Article 12 of this Agreement, or straight time pay for not working on any of the said holidays.

Section 5. Pyramiding. There shall be no pyramiding of overtime.

Section 6.

- A. Overtime – Short Hour Employees. Any employee working short hours, taking time off between Monday through Friday, will not receive overtime pay if required to work on the sixth (6<sup>th</sup>) day. If the Company requests the employee to take time off during the week, such employee will receive the overtime rate for the sixth (6<sup>th</sup>) day.
- B. Extra Shifts. First offered to employees eligible to work at the straight time rate, then by seniority.
- C. Overtime. First offered by classification seniority on the shift where work is available, then by seniority.

Section 7. Report-In-Pay. Employees who have been in the service of the Company for more than thirty (30) days shall be entitled to receive four (4) hours pay whenever they have not been properly notified that there will be no work available for them that day.

Section 8. Call-Back Pay. Any employee who has finished their shift, returned home, and is called to work by management to work another full or partial shift on the same work day, shall be compensated one and one-half (1½) times their regular straight time hourly rate for all hours worked in the call-back period.

Section 9. Severe Snow/Fire Call Emergency. In the event that severe snow conditions or a fire call exist that might require the employee to remain at the operation overnight, the employee shall contact a member of management to obtain permission to stay.

Section 10. Pay System. The workweek shall commence with and reflect the pay cycle of the Company. The Company will provide the Union with thirty (30) days' notice in the event of changes to the pay cycle and/or if the Company goes to a bi-weekly pay system. All wages shall be by check, direct deposit, pay card or other means available provided by the Company, provided that the employees who elect direct deposit or pay card also consent to receive an e-statement.

## **ARTICLE 11 – VACATIONS**

**Section 1.** Upon completion of one (1) year of service, employees will be eligible for the following vacation pay:

<b><u>Years of Service</u></b>	<b><u>Vacation Eligibility</u></b>
One (1) Year	One (1) Week
Two (2) Years	Two (2) Weeks
Eight (8) Years	Three (3) Weeks
Fifteen (15) Years	Four (4) Weeks

**Section 2.** Vacation pay for any employee who has completed two (2) years of service shall be calculated based upon prior year's W-2 earnings. Each week shall be equal to two (2) percent (2%) of gross W-2 earnings. Any employee with less than two (2) years of service, or any employee who was absent the previous year for a period of two (2) months or longer, shall have their vacation pay pro-rated. Any vacation that is taken one (1) day at a time shall be paid at one-fifth (1/5<sup>th</sup>) of the weekly rate.

**Section 3.** **Vacation Rate of Pay.** Any vacation not taken in the calendar year due shall be paid off the first (1<sup>st</sup>) pay period in December.

**Section 4.** **Terminated Employees.** Employees who are discharged, except for gross misconduct, or who terminate their employment with proper notice of two (2) weeks, shall be entitled to a payout of any unused and available (earned and accrued) vacation pay. Employees who are terminated for gross misconduct, including provable theft, willful destruction of property, or physical altercation shall forfeit any unused vacation. Notwithstanding the provisions as outlined in Section 1 above, any employee whose services are terminated before the completion of six (6) months service, because of reduction of work force, shall be entitled to receive pay for vacation allowance at the rate of one-half (1/2) day for each full month worked from date of hire, at their average number of hours worked per day and at their current rate of pay.

**Section 5.** **Vacation Selection.** Employees become eligible for vacation on their anniversary date and must take their vacation in the ensuing anniversary year. Prior to January 1<sup>st</sup> of each year, employees will select their vacation schedule for the coming year on the basis of seniority. After vacations have been scheduled they will not be changed except by mutual agreement between the manager and the employee. An employee failing to select their preferred vacation time prior to January 1<sup>st</sup> must give the manager one (1) month's notice of their choice and may not bump other employees from approved vacation. The Company reserves the right to limit the number of employees who will be off for vacation at any one time.

## **ARTICLE 12 – HOLIDAYS**

**Section 1.** **Recognized Holidays and Eligibility.** Each employee covered by this Agreement shall be entitled to the same paid holidays as the employees of Flint Hills Resources. Pay shall be at their average pay, provided they have been in the employ of the Company thirty (30) days or longer, and the employee would have been scheduled to work if the day had not been observed as a holiday. The employee must have worked the last scheduled work day prior to,

and the next scheduled work day after such holiday not worked. In the case of absence, they shall not be paid for such holiday not worked unless such absence was due to illness of employee and supported by a recognized physician's statement, and provided further that if an employee fails to report to work on any of the holidays herein mentioned when requested to do so by the Company, unless on vacation, they shall not be paid for such holiday not worked.

Section 2. Plant Closing Over Holidays. In the event Flint Hills Resources closes down on Presidents Day; or the day before or the day following or any portion of the day before or the day following, any of the holidays listed in Section 1 above; to the extent that the cafeteria is closed for the day or any portion of the cafeteria employee's work day, and pays their employees for the time not worked, then the employees covered by this Agreement shall likewise be paid for such time not worked.

Section 3. Additional Flint Hills Resources Holidays. In the event Flint Hills Resources should increase its holiday schedule during the life time of this Agreement, those employees covered by this Agreement shall become eligible for a maximum of one (1) additional holiday.

### **ARTICLE 13 – HOURLY WAGE RATES**

Section 1.

<u>Classification</u>	<u>New Hire Rates</u> <u>Effective</u> <u>11/14/19</u>
Food Service Worker	\$13.00
General Utility Worker	\$13.00

The start rate shall be thirteen dollars (\$13.00) per hour and increased by fifty cents (\$0.50) per hour each year of the Contract. Annual increases are based on the following schedule:

Effective 11/14/19	-	45¢ per hour increase
Effective 5/14/20	-	25¢ per hour increase
Effective 11/14/20	-	25¢ per hour increase
Effective 5/14/21	-	25¢ per hour increase
Effective 11/14/21	-	25¢ per hour increase
Effective 5/14/22	-	25¢ per hour increase

Employees paid over the starting rate shall also receive increases as above. Two (2) employees hired in 2019 shall be red-circled in accordance with a Memorandum of Agreement.

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

Section 3. Second Shift Differential. Any employee regularly assigned to the second shift will receive a premium of thirty-five cents (35¢) per hour.

Section 4. Early Morning Differential. A premium of thirty-five cents (35¢) per hour shall be paid for all time worked prior to 6:00 a.m.

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.

#### **ARTICLE 14 – SICK LEAVE**

Section 1. Amount of Sick Leave. Employees who have completed one (1) year of service as of January 1<sup>st</sup> of any year will be eligible for five (5) paid sick days effective November 14, 2016; and six (6) paid sick days effective November 14, 2018 per year. New hires will be eligible for a pro-rated share of sick days upon reaching their first (1<sup>st</sup>) anniversary date from their anniversary date until January 1<sup>st</sup> of the next calendar year calculated at the rate of one-third (1/3<sup>rd</sup>) 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.

Section 4. Falsification of Claims. Proven falsification of any claim for sick leave will result in forfeiting all pay received under such claim and loss of all sick leave benefits accumulated by such employee during the calendar year in which such claim is made. In the case of proven falsification, disciplinary action will be taken up to and including termination.

Section 5. Good Health Bonus. A one hundred dollar (\$100.00) bonus shall be paid to any employee who has used no paid sick leave in a calendar year.

#### **ARTICLE 15 – HEALTH, LIFE AND DENTAL INSURANCE**

Section 1. Employer Contributions: Effective November 14, 2019, the Employer under this Agreement agrees to remit not later than the twentieth (20<sup>th</sup>) day of the month following the preceding work month to The Local 17 Hospitality Benefits Fund ("the Fund"), in order to provide benefits under the Fund, a total contribution of five hundred forty dollars (\$540.00) or any subsequent monthly contribution established by the Trustees of the Fund, on behalf of all employees who have completed and maintained the eligibility requirements established in Section 3 of this Article.

At the time of hire or re-hire, Employees must choose whether to accept or reject the above listed insurance benefits. The Employer shall provide to each new (and returning) employee an Enrollment Card on which THE EMPLOYEE SHALL STATE THE CHOICE OF ACCEPTING OR REJECTING THE BENEFITS. If there is no completed Enrollment Card for a particular Employee, then the parties hereto agree that the Employee has chosen to accept the benefits, and the Employer agrees to submit corresponding contributions to the Fund. In order that the Fund may make a determination on Employee eligibility, the Employer agrees to provide the Fund with all hours paid on all Employees from first hour worked by all Employees.

The parties hereto agree that the Fund's Board of Trustees reserves the right to establish and adjust contribution rates required by Participating Employers in order to maintain the reserves necessary to assure the Fund's viability. If there is a contribution rate adjustment, then the Employer agrees to pay eighty percent (80%) of any monthly contribution increase and the Employees shall be responsible for twenty percent (20%) of any monthly contribution increase.

Section 2. Eligibility. Employees are eligible for Fund benefits after they have worked three (3) consecutive months with eighty-five (85) hours per month. The Employee must designate on the Enrollment Card at the time of hire their option of accepting or rejecting benefits. Eligibility is maintained by working eighty-five (85) hours or more each month on a three (3) month rolling average thereafter.

The Employer agrees to pay the contribution amount in the Employee's third (3<sup>rd</sup>) work eighty-five (85) hours or more, as stated in Section 1. When payment is received in the third (3<sup>rd</sup>) month, then the Employee's coverage will begin on the first (1<sup>st</sup>) day of the fourth (4<sup>th</sup>) month.

Vacation and Holiday Towards Eligibility. Vacation and Holiday or other time off for which payment is actually made to the Employee shall be considered as hours worked for the purpose of maintaining medical and dental eligibility.

Section 3. Employer Deductions. The Employer agrees to deduct the appropriate amount from the paycheck of any Employee who authorizes such deduction in writing to provide payment to the Fund for the Employee's contribution under either Section 2 or Section 5.

Section 4. Self-Pay. All eligible Employees, as determined by Section 3 above, who fall below the required hours for Health and Welfare coverage or who terminate their employment shall be permitted to submit to the Fund self-payments for up to the amount of time required under the Comprehensive Omnibus Budget Reconciliation Act of 1986 ("COBRA"). When applicable, the Employer agrees to deduct the Employee's COBRA from the paycheck of the Employees.

Section 5. Dependent Care Reimbursement. Employees covered under the benefits of the Trust Fund are eligible for the "dependent reimbursement" established by the Trustees by making application to the Trust Fund.

Section 6. Trustees. The Fund is administered by six (6) Trustees; three (3) Trustees to be selected by the Employer and three (3) to be selected by the Union. The Employer adopts the Fund's Agreement and Declaration of Trust as of October 24, 1952, as revised and amended.

Section 7. Collection of Delinquent Contributions.

- (a) The provisions of the Fund's Agreement and Declaration of Trust, as amended, are expressly incorporated herein and the Employer signatory to this Agreement agrees to be bound by the provisions of said Trust Agreement. The Employer further agrees to all of the rules and regulations heretofore and hereafter adopted by the trustees of said Trust Fund pursuant to said Trust Agreement and all of the actions of the trustees in administering such trust in accordance with the Trust Agreement and rules adopted.
- (b) The Employer hereby accepts as Employer trustees the present Employer trustees appointed under said Trust Agreement and all such past or succeeding Employer trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement. The Union hereby accepts as Union Trustees the present Union trustees appointed under said Trust Agreement and all such past or succeeding trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement.
- (c) The payments required by this Article shall be made not later than the twentieth (20<sup>th</sup>) day of the month following the month in which the Employee worked.
- (d) In the event that an Employer fails or refuses to submit the contributions required by this Article, the Fund may bring an action in either Federal or State court seeking legal and/or equitable relief. In any such action, the Trust Fund shall be entitled to recover from the Employer the following:
  - 1) The principal amount of the Employer's delinquency;
  - 2) The attorney fees and costs incurred by the Fund in collecting the contributions;
  - 3) Such other legal or equitable relief as the court deems appropriate.
- (e) In bringing an action to collect contributions required by this Article, the Fund shall not be obligated to exhaust any contractual remedies such as the grievance procedures set forth in this Collective Bargaining Agreement.
- (f) In determining whether the Employers signatory to this Agreement are properly reporting and remitting payment in accordance with the provisions of this Article, the Fund is hereby authorized to examine the payroll and such other pertinent records of the Employer as the Fund deems necessary. In conducting such an examination, the Fund is authorized to review the payroll and other pertinent records of all bargaining unit Employees.
- (g) If any Employee's entitlement to the benefits provided by the Fund is suspended by virtue of a signatory Employer's failure to pay the contributions required by this Article, the Employer shall be directly liable to the Employee for the benefits to which the Employee would otherwise have been entitled.

Section 8. 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 five hundred sixty (1,560) hours or more during the initial measurement period (twelve [12] 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 (October 1 through September 30) the Employer shall pay the appropriate amount specified above starting on January 1 for the duration of the stability period required by law.

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

Section 9. 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 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 (1<sup>st</sup>) of the month following ninety (90) days of continuous employment. Aramark will provide eligible employees 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 1<sup>st</sup>. 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.

## **ARTICLE 16 – 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) work days per calendar year.

## **ARTICLE 17 – UNIFORMS AND MEALS**

Section 1. Uniforms. Where uniforms are required, they shall be furnished by the Company, and laundered and maintained by the employee. Employees must be in uniform at the beginning of the shift and at the end of the shift.



Section 2. Meals. Each employee shall receive, when available, two (2) hot meals for each shift worked without cost to the employee. Each employee must pay retail cost for retail priced items, such as consumer packaged goods (CPG's) and bottled beverages. No employee shall be required to work more than five (5) hours without being permitted time off to eat.

### **ARTICLE 18 – NON-DISCRIMINATION**

The Employer and the Union agree to comply with the Minnesota Human Rights Act and Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964 and Executive Order 11246, and all other applicable Federal, State and local non-discrimination laws, including those that prohibits discrimination because of race, sex, color, creed, political or religious affiliation or national origin, disability, gender, pregnancy, sexual orientation, gender identity, genetic information, military status, veteran status, marital status, familial status and status in regards to public assistance, or any other status protected by applicable law.

The parties to this Labor Agreement commit to abide by the Americans with Disabilities Act (ADA), and hereby recognize the Company's responsibility to accommodate qualified individuals with disabilities where doing so does not create an undo hardship while the Union retains the right to grieve seniority issues.

### **ARTICLE 19 – MANAGEMENT RIGHTS**

The management of the cafeteria has the right to make rules and regulations, direction of the working forces, including the right to promote, suspend or discharge for proper cause, and the right to layoff employees because of lack of work, not inconsistent with the provision of this Agreement, and subject to the seniority provision set forth in Article 6, is vested exclusively in the Company.

### **ARTICLE 20 – RESPECT AND DIGNITY**

Local 17 and the Employer recognize that workers in the hospitality industry are professional employees deserving of the highest regard. The Union, the Employer, the non-union and Union employees will work together to honor the principals of respect and dignity. The parties and non-union and Union employees agree that the continued success and operation of this establishment is dependent upon their mutual respect for one another's work.

### **ARTICLE 21 – 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:**

No company contribution will be made to the plan.

**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 22 – ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between the parties, supersedes all prior agreements whether written or oral, and no further changes in this Agreement will be made unless in writing and signed by both parties.

**ARTICLE 23 – SUCCESSORS**

**Section 1. Successors.** This Agreement shall be binding upon all successors to whom the Employer may transfer the business or any part thereof. The term successor includes purchasers, assignees, receivers, lessees, sub-lessees, and any and all transferees similar to those listed herein.

**Section 2. Notice to Union.** The Employer shall furnish the Union prompt and reasonable notice of any Agreement consummated to sell or transfer the business or any part thereof to another.

Section 3. Notice to Successor. The Employer shall notify in writing any such successor of this Collective Bargaining Agreement, its binding effect upon such successor and furnish a copy of such notification to the Union.

Section 4. Financial Obligations. It is understood and agreed that if Aramark Corporation, through its division, Business Services, should terminate or have terminated its food service contract; all financial obligations of this Agreement shall be terminated as of the end of the last day on which the Company provides service at the location covered by this Agreement.

**ARTICLE 24 – DURATION**

**THIS AGREEMENT** shall be in full force and effect from November 14, 2019 to and including November 13, 2022, and shall automatically renew itself from year to year thereafter, unless notice in writing is given by either party to the party at least sixty (60) days prior to November 13, 2022, or any succeeding anniversary date thereafter, of its desire to change, modify or terminate this Agreement.

Any such notices shall specify the text of the proposed changes or modification, and the party giving it shall otherwise follow the provisions of Section 8, Subsection (d) of the Labor Management Relations Act, 1947.

**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**

Brodie Bass      1/17/20  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Christa Jello      1/16/2020  
Date

[Signature]      1/16/2020  
Date

**LETTER OF UNDERSTANDING**

**Between**

**ARAMARK CORPORATION**

**And**

**UNITE HERE!**  
**LOCAL UNION NO. 17 AFL-CIO**

The parties agree to the following with respect to Article 13 – Hourly Wage Rates:

For the associate hired in June, 2019 with a current wage rate of twelve dollars (\$12.00), that associate will have a rate increase to ~~thirty~~ <sup>thirteen</sup> dollars and forty-five cents (\$13.45), effective November 14, 2019.

For the associate hired in January, 2019 with a current wage rate of twelve dollars (\$12.00), that associate will have a rate increase to ~~thirty~~ <sup>thirteen</sup> dollars and forty-five cents (\$13.45), effective November 14, 2019.

**ARAMARK CORPORATION**

**UNITE HERE!**  
**LOCAL UNION NO. 17 AFL-CIO**

BBuss                      1/17/20  
Date  
  
\_\_\_\_\_  
Date  
  
\_\_\_\_\_  
Date

Christa Mello                      1/16/2020  
Date  
  
[Signature]                      1/16/2020  
Date