

# **AGREEMENT**

BETWEEN

**ARAMARK EDUCATIONAL SERVICES, LLC  
SAGINAW VALLEY STATE UNIVERSITY  
SAGINAW, MICHIGAN  
UNIT # 1686**

AND

**UNITE HERE  
LOCAL Union No. 24**

EFFECTIVE: September 1, 2021  
EXPIRING: August 31, 2024

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## **AGREEMENT**

THIS AGREEMENT, entered into this 1<sup>st</sup> day of September, 2018, between **ARAMARK EDUCATIONAL SERVICES, LLC**, hereinafter referred to as the "Company" and **LOCAL 24**, hereinafter referred to as the "Union".

WITNESSETH: In consideration of the mutual promises hereinafter set forth and in order to promote and maintain harmonious relations between the Company and the Union, the parties hereby agree as follows:

### **ARTICLE I - MANAGEMENT RIGHTS**

The Company reserves the right to hire, promote, discharge, or discipline for cause, to schedule work, to maintain discipline and efficiency of employees except that Union members shall not be discriminated against as such. In addition, the products to be produced, the schedules of production, the methods, processes and means of production are solely and exclusively the responsibilities of the Company. The above mentioned list of management functions shall not be construed to eliminate any other rights which are traditional or necessary for efficient operation of the business.

### **ARTICLE II - RECOGNITION**

The Company recognizes the Union as the sole representative of those classifications of employees as are set forth in "Exhibit A" attached hereto and made a part hereof who are employed in the Company's food service operation in the **Saginaw Valley State University**, Saginaw, Michigan, for the purpose of collective bargaining with respect to wages, hours, and working conditions. Accordingly, no employee shall be compelled or allowed to enter into any individual contract or agreement with the Company in conflict with the terms of this Agreement.

### **ARTICLE III - UNION REPRESENTATION**

The Company recognizes the right of the employee to promote representation in grievance matters and the right of the Union to communicate effectively with its members. To that end, the Company agrees to recognize a maximum of one (1) Steward and two (2) Alternates, and further, that the Business Representative of the Union shall have the right to contact any individual employee while on duty, provided that notice is given to the Manager or Supervisor in charge, and such contacts do not interfere with the employee's work during peak production periods. In this connection, it is understood that both the Company and the Union will observe any rule or regulation which may be established by the Saginaw Valley State University regarding the access to the premises. It is understood that the Alternate Steward has no authority except when the designated Steward is absent such as on vacation, sick leave, lay-off, off shift, leave of absence, etc.

## **ARTICLE IV - UNION MEMBERSHIP**

**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.** This Agreement shall be binding upon the parties hereto, their successors and assigns. The Company shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc., of the operation covered by this Agreement, or any part thereof.

## **ARTICLE V - CHECK-OFF**

**Section 1.** The Employer shall deduct from the first paycheck of the month and from each employee, monthly membership dues, initiation, reinstatement fees and other special fees, in sums that may be established by the Union in accordance with its Constitution and By-Laws. No deduction shall be made from the employee's paycheck unless the employee has signed an authorization card irrevocable for one year or the termination of this Agreement, whichever first occurs. Such fees and dues shall be deducted from the first pay period in the month and sent electronically to the designee of the Union. All deductions shall be made from the employee's paycheck until the employee's billed obligation is paid in full. If no deduction is made for union dues in the month, the Employer will make up the deduction in the following month from the next two pay periods.

In no case shall the Employer deduct more than two months of dues (split by two pay periods) in a single month, or more than one month of dues in a single paycheck unless the member agrees upon a preset amount.

**Section 2.** The Employer shall send a wire transfer or check to the Union office by the thirtieth (30<sup>th</sup>) day of each month. An excel spreadsheet shall be sent to the Union with the following information per column:

- a. Full Social Security numbers for each employee.
- b. First and Last name
- c. The amount sent for each employee and a notation why if no deduction is made.

All excel spreadsheets containing the supporting backup information shall be sent electronically to the Union office. In order to protect the member's personal information, the Union requests that a Secured File Transfer website be used in the transmission of this data. The Union will provide a secure FTP site or the Employer may supply their own FTP site to the Union.

Section 3. An active employee List and new hire, LOA, Termination list shall be provided to the Union in an excel spreadsheet, by the Employer monthly including the following information:

- a. Employee names (first, middle, and last)
- b. Full Social Security numbers
- c. Start date, seniority date, employee ID number, department, classification, status (full-time/part-time/seasonal)
- d. Wage rate, hours worked
- e. Address, city, state, zip code, phone number, email address, gender, and birthdate
- f. For Leave of Absence employees, last date worked before LOA and first date of return to work.
- g. Termination date and last day worked.

## **ARTICLE VI - SENIORITY**

Section 1. Seniority is defined as an employee's length of continuous service in the bargaining unit covered by this Agreement. Seniority shall continue to accumulate while on the active payroll, and for the duration of any approved leave of absence or while on lay-off due to a reduction in force, for a period equal to their length of service up to a maximum of one (1) year, or up to a maximum of two (2) years for the current or future pandemic or state or federal declaration of a health emergency.

Section 2. An employee shall acquire the seniority rights defined in the following Section when he has completed ninety (90) working days on the active payroll. Seniority within a classification shall be considered in the selection of days off, choice of shifts, and vacation sections.

Section 3. When a reduction of personnel on any classification becomes necessary, employees with the least seniority on such classification shall be offered the option of either a direct lay-off or the exercise of their seniority in lower classifications on which they have qualified with the Company. In either event, they shall have recall rights to their classification for a period equal to their seniority up to a maximum of one (1) year. Employees who request a direct lay-off in preference to assignment in seniority order to another shift will be granted direct lay-off with recall rights only to this regular shift. The Company will provide local lay-off form to be presented to the employee to confirm lay-off status.

Section 4. When job vacancies occur, notice of such job vacancy shall be posted for a period of three (3) working days before the job is permanently filled. It is understood that such vacancy can be filled during the interim without regard to seniority. At the conclusion of the bidding period (three [3] working days), the job will be filled by the most senior employee who has made written application for such vacancy, provided he or she is capable and qualified to do the job. The employee awarded the job shall have up to ten (10) days, with a five (5) day extension if deemed necessary, in which to learn the job before being displaced by management. The employee may, during the first ten (10) days, exercise his or her seniority and return to his/her

position immediately held prior to the job bid. The displaced employee shall be returned to their previously held classification prior to the above bidding procedure. All job vacancies shall be posted within fourteen (14) days of management becoming aware of the vacancy.

Section 5. Seniority lists will be maintained and posted quarterly on the bulletin board with a copy of same to the shop steward and a copy to the Union office. Whenever revisions are required, a new list will be posted and a copy sent to the Union office. If no objection is filed within thirty (30) days of posting the seniority list, it shall be considered correct and final.

Section 6. Chief Steward and the two (2) alternates shall retain top seniority for lay-off and recall, provided they have the ability to do the job.

Section 7. During any downtime, the Company shall call all employees and notify them of job openings, by letter, one (1) week in advance of the openings.

**ARTICLE VII - GRIEVANCE PROCEDURE**

Section 1. The word "Grievance" as used in this Agreement is hereby defined to mean any difference of opinion or dispute between the Company and the Union and/or the employee regarding the interpretation or operation of any provision of this Agreement. The Company shall not be required to consider any grievance, other than wage rates, which is presented to management more than five (5) working days, excluding Saturday, Sunday and Holidays, after the incident that gives rise to the grievance.

Section 2. Any employee having a grievance shall, immediately after knowledge thereof, take up such grievance with the Manager of the Unit, and endeavor to reach an adjustment thereof. The employee may request the help of the steward if he so desires. The Company shall not be required to consider any grievance, other than wage rates, which is presented to management more than five (5) working days after the incident that gave rise to the grievance.

Section 3. If no mutually satisfactory adjustment is reached and the employee wants to proceed further, the grievance and settlement requested must be reduced to writing and submitted to the steward for discussion with the Manager within three (3) working days, excluding Saturdays, Sundays and Holidays, following disposition by the Manager. At this step, either the steward or the Manager may call in the aggrieved employee. At this Step of the grievance procedure the Business Agent or his designee may attend.

Section 4. In the event the employee fails to comply with the time limits set forth in Section 2, the employee shall waive his rights to proceed any further with the grievance. In the event the time limits set forth in Section 3 are not met, the grievance shall be considered settled on the basis of the Manager's reply.

Section 5. If a satisfactory settlement is not reached in Section 3 and the Union wants to proceed further with the grievance, the Business Agent of the Union or an officer of the Union will submit the grievance and settlement requested in writing to the Company Director of Industrial Relations as soon as possible, but in no event later than thirty (30) days, excluding Saturdays, Sundays and Holidays, following the date of the grievance as originally submitted in Section 3.

Any grievance concerning the discharge of an employee or any other issue involving a continuing back pay liability shall be submitted to the Company Director of Labor Relations immediately after the meeting with the Manager, as provided for in Section 3, and in no event shall the Company be required to consider a grievance of this type which is submitted later than ten (10) days, excluding Saturdays, Sundays and Holidays, after the Manager's reply to the Union.

Section 6. The Company will communicate with the Union and reply in writing as soon as possible, but in no event later than thirty (30) days, excluding Saturdays, Sundays and Holidays, following the date of the Union submission.

Section 7. Should the Union fail to comply with the time limits set forth in Section 5, the grievance shall be considered settled on the basis of the Company's last position. Should the Company fail to comply with the time limits set forth in Section 6, the grievance shall be settled in favor of the Union.

Section 8. If the Company and the Union fail to agree, the Company Director of Labor Relations will meet or otherwise communicate with the Union to resolve the dispute. If no agreement is reached, either party may, within thirty (30) days, notify the other party of intent to arbitrate.

Section 9. If no agreement is reached, either party can request to mediate the case. The other party shall agree to mediate the grievance case, in an effort to resolve the dispute before going to arbitration. The Company and the Union shall give good faith consideration to the finding of the Mediator. The Mediator shall be requested from the Federal Mediation and Conciliation Service at no cost to either party. Should the grievance proceed to arbitration, neither party may introduce in the arbitration any discussions from the mediation or recommendations of the Mediator.

Section 10. Upon notice of intent to arbitrate, the Company and the Union will promptly enter into the selection of an arbitrator acceptable to both parties. In the event the parties are unable to agree, they shall jointly and promptly request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. Within ten (10) days following receipt of the list, the Company and the Union shall alternately strike one (1) name from the list until only one (1) name remains. The party referring the grievance to arbitration shall strike the first name. Arbitration shall be scheduled as promptly as possible consistent with the arbitrator's schedule. The arbitrators on the list shall be members of the National Academy of Arbitrators.

Section 11. The Arbitrator shall confine his decision only to the interpretation and application of the present Agreement and in no event shall he add to or subtract from it.

Section 12. The decision of the Arbitrator shall be final and binding upon both parties and any award made shall be put into effect promptly, but in no event later than thirty (30) days following the date of the award.

Section 13. The expense of arbitration shall be shared equally by the Company and the Union.

Section 14. It is agreed that time limits on the steps listed above may be extended by mutual agreement.

Section 15. The steward or employee shall not suffer any loss of his/her regular pay while attending a grievance meeting.

**ARTICLE VIII - DISCHARGE**

Section 1. All new employees shall be hired on a ninety (90) working days trial basis during which time they may be discharged by the Company without further recourse, provided, however, that there shall be no discrimination for any Union activities.

Section 2. The Company shall not discharge regular employees without just cause. Further, the Company agrees to observe the principal of progressive discipline except in cases of intoxication, proven theft, or other activities of a very serious consequence. In the administration of progressive penalties, a verbal warning shall be followed by a written reprimand and warning with a copy issued to the employee and a copy sent to the Union office. Discipline shall not be used after twelve (12) months as a basis for any future discipline. Therefore, discipline is not considered "live" after twelve (12) months. Before an employee is finally discharged, he may be suspended pending a meeting with the Union, such meeting to be called by the Union within one (1) week or the right to the hearing shall be waived and the discharge shall stand. It is understood that any written reprimand, suspension, or discharge is subject to the grievance procedure, provided protests are filed within the time limits prescribed therein.

Progressive Discipline:

- 1st offense..... Verbal warning (in writing)
- 2nd offense ..... 1st written warning
- 3rd offense ..... 2nd written warning plus 3-day suspension
- 4th offense ..... Discharge

Section 3. Progressive discipline will be administered within five (5) working days, excluding Saturdays, Sundays and Holidays, from the date the incident occurred.

**ARTICLE IX - WAGES AND OVERTIME PAY**

Section 1. The classifications and hourly rates set forth in "Exhibit A" attached hereto shall be effective during the term of this Agreement.

Section 2. It is understood and agreed that these classifications are created only to establish an effective basis for the administration of wages and benefits provided in this Agreement, and that each employee is required to perform any reasonable and safe duty assigned by the Manager, subject only to proper payment and the grievance procedure under the terms of this Agreement.

Section 3. The Company agrees to pay time and one-half the regular rate for all hours worked in excess of eight (8) hours per day or forty (40) hours per payroll week. For purposes of this Section, holiday hours paid on holidays not worked during the employee's regular



straight-time week shall be considered as straight time worked. It is further agreed that employees shall be paid time and one-half for work performed on the sixth (6th) and double time for work performed on the seventh (7th) consecutive day worked within a payroll week irrespective of the number of hours worked prior in the payroll week, provided that the employee shall have worked his or her scheduled work days prior in the payroll week, unless excused by management or in the event of illness, certified by a physician. It is understood and agreed that in the application of this Section, the Company shall pay only once for any hours worked, and that there shall be no duplication or pyramiding of overtime pay.

Section 4. Employees assigned temporarily to work on a higher rated classification shall receive the rate of such higher classification for all hours worked in the higher classification. It is further agreed that no employee's rate shall be reduced as a result of being temporarily assigned to a lower classification if such assignment is at management's request and if work would otherwise have been available in the employee's own classification.

Section 5. Any employee called to work or permitted to come to work without having been properly notified that there will be no work, shall receive a minimum of four (4) hours' work or pay at his regular rate, except in cases of labor dispute or other conditions beyond the control of local management.

Section 6. If additional classifications are required as a result of the development of new jobs during the term of this Agreement, the Company and the Union will meet to negotiate such additional classifications and appropriate wage rates therefore. It is understood that any new rate agreed upon shall be retroactive to the date when the job was first established. Should the Company and the Union fail to agree on new classifications or rates under this Section, the matter will be referred to the grievance procedure.

## **ARTICLE X - HOURS OF WORK**

Section 1. The standard work day shall consist of eight (8) hours and the standard work week shall consist of forty (40) hours, provided however, that such standard work day and standard work week 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 day or per week.

Section 2. Consistent with operating efficiency, the Company will endeavor to schedule as many employees as possible to work eight (8) hours per day and forty (40) hours per week, with preference given to the employee having the greatest seniority.

Section 3. Overtime will be distributed as equally as possible by classification during each contract year. Overtime opportunities offered and declined by any employee will be charged against such employee's credited overtime in the equalization process. In the event an insufficient number of employees accept offered overtime, the least senior qualified employee in the classification must work the overtime.

Section 4. Employees shall be allowed one fifteen (15) minute paid rest period for each four (4) hours worked.

Section 5. An allowance of thirty (30) minutes on the employee's time shall be allowed for meal periods. If an employee is not effectively released for such periods, any time less than thirty (30) minutes shall be considered as time worked. Employee must clock in and clock out.

Section 6. Part-time students may continue to be employed to supplement the regular work force; however, such students shall not be used to erode the bargaining unit.

The Company will not employ two (2) or more part-time employees where one (1) or more full-time employees will suffice.

Section 7. During the non-academic school year, the Company will give employees twenty-four (24) hour notice of schedule changes whenever possible.

### **ARTICLE XI - HOLIDAYS**

Section 1. During the term of this Agreement, the following holidays with pay shall be granted to all employees who meet the requirements outlined in Section 2 below:

Easter	Labor Day	Christmas Day
Memorial Day	Thanksgiving Day	New Year's Day
Independence Day	Day after Thanksgiving	Martin Luther King Day
Employee's Personal Day*		

\*The employee's Personal Day will be scheduled at the employee's request, prior to the start of the employee's shift, unless business conditions do not permit, in which case the employee will be granted another mutually agreeable day off with pay. Employees who work 1,320 hours or less in the employee's anniversary year will be granted three (3) personal days. Employees that work more than 1,320 hours in the employee's anniversary year will be granted an additional four (4) personal days for a total of seven (7) personal days.

Section 2. To qualify for holiday pay, an employee must have completed his probationary period, and must have worked his last scheduled day prior to and his first scheduled day following such holiday and must have worked within the past thirty (30) days, unless excused by the Company. It is further agreed that employees who are scheduled to work on a holiday and fail to do so shall not qualify for holiday pay. In the event an employee cannot meet these requirements because of temporary medical disability, the requirements shall be waived upon submission of a physician's certification that the employee was unable to work.

Section 3. On holidays not worked, employees shall receive their average daily rate for the week in which the holiday falls.

Section 4. On holidays worked, all employees shall receive their holiday pay plus their regular rate for all hours worked.

Section 5. If any holiday outlined above falls within an employee's approved vacation, employee shall receive pay for said holiday or an extra day paid vacation.

## **ARTICLE XII - VACATIONS**

**Section 1.** Employees with one (1) year of service shall, upon their anniversary date, be eligible for one (1) week of vacation with pay, provided they have received pay for 1,320 hours, including personal days, vacation and holidays, during the preceding twelve (12) months. Employees with two (2) years of service shall be eligible for two (2) weeks vacation on the same basis as above. Employees with eight (8) years of service shall be eligible for three (3) weeks vacation on the same basis as above. Employees with fifteen (15) years of service shall be eligible for four (4) weeks' vacation on the same basis as above.

Employees with more than twenty (20) years of service shall be eligible for one (1) additional day of vacation for each year of service in excess of twenty (20) up to a maximum of five (5) additional days. Employees with more than twenty-five (25) years of service shall be eligible for one (1) additional day of vacation for each year of service in excess of twenty-five (25) years up to a maximum of five (5) additional vacation days. Employees with thirty (30) or more years of service shall receive one (1) additional day of vacation for every year of service in excess of thirty (30) years.

**Section 2.** Vacation pay shall be based on the employee's hourly rate at the time vacation is taken.

**Section 3.** Employees shall be scheduled on vacation during the regular vacation period during school breaks, Christmas, spring and summer breaks, but in no event later than one (1) year from their anniversary date. Employees must take their vacation time off within one (1) year following their anniversary date. In no event shall payment of vacation pay be made in lieu of vacation time off. Employees who are drawing unemployment compensation simultaneously with paid vacation time, the Company will pay only the difference, not full normal earnings for said vacation.

**Section 4.** Vacations shall be scheduled according to the preferences of employees on a seniority basis and consistent with requirements of operating efficiency. Management shall return vacation slips with written approval or denial to the employee. Management to respond to written time off request, with approval or denial, within seven (7) calendar days from the time the employee submits the request.

**Section 5.** Employees shall be paid their vacation pay prior to leaving on vacation provided their vacation is scheduled at least two (2) weeks in advance. Should an employee not so request vacation pay two (2) weeks in advance, vacation pay shall be paid in the normal payroll during the week(s) of the scheduled vacation.

**Section 6.** If an employee leaves the Company for any reason, except termination, after he has earned vacation, he shall receive any earned but unpaid vacation. If he leaves for any other reason than retirement, there shall be no pro-ration of vacation.

Section 7. In the computation of vacation for employees who have not received pay for 1,320 hours, or in the computation of vacation balance for retirees as provided above, employees shall receive their average daily rate since their last anniversary date on the following basis:

- a. Employees with one (1) but less than two (2) full years of service shall receive one (1) day of vacation pay for each two-hundred and sixty-four (264) hours worked.
- b. Employees with two (2) or more full years of service shall receive one (1) day of vacation for each one-hundred and thirty-two (132) hours worked.
- c. Employees with eight (8) or more full years of service shall receive one (1) day of vacation for each eighty-eight (88) hours worked.
- d. Employees with fifteen (15) or more full years of service shall receive one (1) day of vacation for each sixty-eight (68) hours worked.

Section 8. Nothing in this Agreement is intended to conflict with the FMLA, ADA, USERRA or any other applicable State or local law.

### **ARTICLE XIII - LEAVES OF ABSENCE**

Section 1. A personal leave of absence up to thirty (30) days may be granted for serious personal reasons upon written application by the employee and approval by the Company and the Union. An extension of up to thirty (30) days may be granted upon the approval of the Company and the Union. However, the Company shall not be required to grant more than one (1) such extension.

Section 2. In cases of proven disability, employees shall be granted a medical leave of absence for a period equal to their seniority up to a maximum of one (1) year. Nothing in this Section is intended to restrict any rights an employee may have under the Family Medical Leave Act (FMLA), the Americans with Disabilities Act (ADA) or applicable State or local law. Nothing in this Section is intended to restrict the Company's right to extend a leave of absence taken by an employee due to his or her own medical condition if such an extension is required by law.

Section 3. Maternity leave - All parties agree to conform with State and Federal law as it pertains to maternity leave. It is the responsibility of the employee to notify the Company of their condition at the start throughout the leave.

Section 4. Military leave of absence will be granted in accordance with the requirements of statutes governing such matters.

Section 5. Upon the granting of a leave of absence, employees will be informed in writing of the date they are due to return. Failure to return or make arrangements for an extension by the date employees are due to return shall terminate reinstatement rights.

Section 6. When a death occurs in an employee's immediate family, up to three (3) days of absence, ending with the burial day, shall be granted without loss of regular earnings. An employee's immediate family shall be defined as, spouse, children, parents, grandparents, grandchildren, brothers and sisters of the employee, current step-parents of the employee only, and the parents and grandparents of the spouse.

Wages payable for such days shall be in the amount the employee would have earned had such regular days been worked. Employees shall be paid for such leave only when such absence thereto, would otherwise result in the loss of regular earnings if this clause were not in effect. Employees, who are on vacation, on their days off, off sick, lay-off, etc., shall not be eligible for benefits under this clause. In order to receive these benefits, the employee must take the leave and must attend the funeral. Employees attending a funeral at least two hundred (200) miles out of town may request two (2) additional days off without pay.

Section 7. The Company agrees to pay the difference of wages lost to employees required to serve on jury duty for a maximum period of thirty (30) working days per year.

Section 8. Nothing in this Agreement is intended to conflict with the FMLA, ADA, USERRA or any other applicable State or local law.

**ARTICLE XIV - GROUP INSURANCE**

Section 1. The Company agrees to provide group medical insurance through the Union sponsored "Bronze Plus Plan", as follows:

The monthly premiums shall be as follows:

	<b><u>9/1/2021</u></b>	<b><u>9/1/2022</u></b>	<b><u>9/1/2023</u></b>
Employee Only	\$633	\$665	\$698
EE & Spouse	\$1,267	\$1,330	\$1,396
EE & Child	\$966	\$1014	\$1,065
EE & Children	\$1,298	\$1,363	\$1,431
Family	\$1,931	\$2,027	\$2,128

Section 2. Employees covered by the medical insurance plan shall pay the following monthly contributions. Such deductions shall be by payroll deductions:

	<b><u>11/1/2021</u></b>	<b><u>9/1/2022</u></b>	<b><u>9/1/2023</u></b>
Employee Only	\$45.00	\$50.00	\$55.00
Employee + Spouse	\$60.00	\$65.00	\$70.00
Employee + Children	\$65.00	\$70.00	\$75.00
Employee + Child	\$60.00	\$65.00	\$70.00
Family	\$70.00	\$75.00	\$80.00

Section 3. The Company agrees to make the following contribution for Employee only dental insurance:

9/1/2021:	\$46.00
1/1/2022:	\$32.85 *
9/1/2022:	TBD
9/1/2023:	TBD

\*Effective 1/1/2022 dental benefits change from the Union plan to the Company plan. Benefits and eligibility shall be governed by the terms and conditions of the dental plan provided by the Company.

The above contributions are for all full-time employees covered under the classifications of this Agreement and begin upon the Company's first contribution.

Section 4. The Company agrees that with the proper notice from the S&A fund that employee is off work due to eligible illness drawing S&A benefits; they will pay five (5) days for those drawing S&A benefits due to illness.

Section 5. If an employee is absent because of illness or injury and notifies the Company of such absence, the Company shall continue to make the necessary contributions for a period of three (3) months. If the employee is injured on the job, the Company agrees to make the necessary contributions until the employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months. Such employee must be regularly employed for a period of six (6) months or longer.

Section 6. Eligible full-time employees who are temporarily laid off must work a sufficient number of days per month to cover their insurance contributions. Vacation days to be counted towards meeting the time necessary to cover their insurance contributions.

Section 7. If an employee is granted a personal leave of absence, the employee shall pay to the Trust, Fund prior to the leave of absence being effective, sufficient funds to pay the required contribution during the period of such absence. Failure to pay sufficient funds will result in the employee being classified as anew hire upon his or her return to work, for this provision only.

Section 8. In the event of failure on the part of the Company to make the necessary contributions as outlined above, the Union and the Trust Fund shall be permitted all legal and economic recourse and the Company shall be held liable to the employee(s) for any losses resulting from the Company's failure to make the necessary contributions as outlined above.

Section 9. The parties are committed to continuation of benefits as outlined under the terms and conditions of the Family and Medical Leave Act of 1993 for a qualifying event.

### **ARTICLE XV - NO STRIKE/NO LOCKOUT**

The Union recognizes the necessity of continuous service in the Company operation and agrees that neither the Union nor any employee, individually or collectively, shall authorize or take part in any strike or other interruption or impediment of production or service and the Company agrees

that there shall be no lockout. Further, any employee who violates the provisions of this Section may be discharged forthwith. It is expressly understood that this Section shall not apply with respect to wage negotiations after the termination date of this Agreement.

### **ARTICLE XVI - NO DISCRIMINATION**

It is the policy of the parties to this Agreement that the terms of this Agreement will be applied without regard to race, color, religion, ancestry, national origin, sex, age, height, weight, familial status, marital status, gender identity, sexual orientation or Union activity, or other factors prohibited by applicable Federal, State or local law.

The Company and the Union are also committed to equality of treatment in employing and in terms and conditions of employment for disabled persons in compliance with the Americans with Disabilities Act of 1990.

### **ARTICLE XVII - GENERAL PROVISIONS**

Section 1. During the term of this Agreement, the Company shall have the right to require medical examinations by licensed physicians for employees on the active payroll at no cost to the employee.

Section 2. Bulletin Boards will be made available by the Company for the purpose of posting notices dealing with Union business only. All notices are to be approved by the Union and the Company.

Section 3. The parties agree that the Company, in the interest of maintaining continuous food service, may require its employees to consume their meals on the premises, at such time and such places and in such manner as the Company deems necessary for its convenience, on the basis of one (1) meal of standard quality per shift.

Section 4. The Company agrees to furnish five (5) shirts and will replace them as needed. The Company will specify the style and color of pants. The Company will reimburse employees for pants and safety shoes up to one hundred fifty dollars (\$150.00) each year from August to July. The Company may require and inform employees to purchase safety shoes eligible for reimbursement from the Company Shoes for Crews program.

Section 5. The Company shall hold periodic meetings with its employees.

Section 6. Supervisory employees shall not be permitted to perform work on any Union job, except in the following types of situations:

- a. In emergencies when regular employees are not immediately available.
- b. In the instruction and training of employees.
- c. In performance of necessary work when production difficulties are encountered.

Section 7. Employees will be paid bi-weekly every other Friday. 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 8. Employees with two (2) or more weeks of vacation may, upon giving the Company twenty-four (24) hours notice, use up to five (5) vacation days as personal days without being charged against them under the Company's absenteeism program. These additional personal days may only be used in conjunction with another personal day used for a concurrent absence. All other personal days, as defined in Article XI of the Collective Bargaining Agreement, will not be counted against them under any Company's absenteeism programs.

Section 9. During the summer months and during downtimes, the Company agrees that for the standard three course meal, to schedule one (1) employee for every seventy-five (75) individuals to be served, all other events staffing will be as required.

### **ARTICLE XVIII – ARAMARK HOURLY 401(K) PLAN AND EMPLOYEE STOCK PURCHASE PLAN**

The Company will make the Aramark Hourly 401(K) Plan available to employees who are covered by this Collective Bargaining Agreement after they have one (1) year of service with Aramark, on the following basis:

Employee Contributions:

- (a) **Mandatory:** In order to participate the employee must contribute at least one percent (1%) of their pay.
  
- (b) **Voluntary:** The employee may elect to contribute additional money to the plan via payroll deduction up to a maximum contribution of fifty percent (50%) of their pay.

Company Contributions:

The Company will match employee contributions one hundred percent (100%) up to a maximum Company contribution of five percent (5%). Covered compensation is defined as earnings during a plan year including overtime, paid time off for vacations, holidays, etc., but excluding Company contributions for benefits (i.e., group insurance, life insurance, etc.)

Vesting:

The Company contributions and the return on the investment will become vested in accordance with a graduated scale, with one hundred percent (100%) vesting after six (6) full years of service with the Company. The program will be administered in accordance with the rules and procedures applicable to the program. Each covered employee will receive a booklet explaining the details of the Plan and an annual statement covering their individual account.

Employee Stock Purchase Plan (ESPP):

The Company shall offer eligible employees the ability to enroll in the Employee Stock Purchase Plan (ESPP), the terms of which, including eligibility, will be determined solely and exclusively by the Company. Nothing contained in any agreement between the Company and the Union



shall supersede the actual terms of the ESPP, and the Company reserves the right in its sole and exclusive discretion to alter, modify, terminate, freeze or change the ESPP from time to time. The ESPP will not be the subject of negotiations nor be the subject of any grievance or arbitration between the parties.

#### **ARTICLE XIX - SEPARABILITY**

If any Article or Section of this Agreement is found to be invalid by operation of law or by any tribunal or competent jurisdiction, during the life of this Agreement, then that Article or Section shall be null and void; however, all unaffected parts of the Agreement shall remain in full force and effect.

#### **ARTICLE XX – UNITE HERE TIP CAMPAIGN COMMITTEE**

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 seven (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 (15<sup>th</sup>) 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 OAC 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 provisions of the Agreement. The Company shall send these transmittals and this list to: Treasurer, UNITE HERE TIP Campaign Committee, 275 Seventh Avenue, New York, NY 10001.

#### **ARTICLE XXI – PAST PRACTICE**

This Agreement represents the sole and complete Agreement between the parties and supersedes all prior agreements, understandings and practices whether written or oral, express or implied that may have been in effect prior to the effective date of this Agreement.

#### **ARTICLE XXII - TECHNOLOGICAL CHANGES**

Section 1. If the Employer intends to introduce technological changes, the Employer and the Union agree to meet at least thirty (30) days in advance of its intention to implement said changes in order to discuss the potential impact of such changes on bargaining unit employees. Within those thirty (30) days, the Employer and the Union will attempt to arrive at a mutually satisfactory resolution of any impact issues raised by the Union with respect to such technological changes.

Section 2. If the Employer and the Union cannot satisfactorily resolve all such issues and if the bargaining unit employees are going to be laid off as a result of such technological change and the change is implemented, the parties agree as a matter of effects bargaining that the following shall occur:

a) Any employee laid off will receive one (1) weeks' pay for every year employed up to a maximum of twenty (20) weeks; any partial year will be prorated (for example 2-1/2 years = 2-1/2 weeks' pay);

b) Any new jobs created by the introduction of new technology will be bargaining unit positions and any displaced employees will have preferential re-hiring rights over external candidates for filling those jobs and any other openings in the bargaining unit for twelve (12) months after displacement.

**ARTICLE XXIII - TERMINATION**

This Agreement shall continue in full force and effect from September 1, 2021 until August 31, 2024, and from year to year thereafter unless either party shall give notice to the other party sixty (60) days before the expiration date of its intention to amend, modify, or terminate the Agreement. The other party will, within thirty (30) days reply, accepting, rejecting or scheduling a meeting for the purpose of negotiating the proposals.

The Company's address for purpose of sending an opening notice is:

Aramark Labor Relations  
420 Eureka Road, #465  
Wyandotte, MI 48192

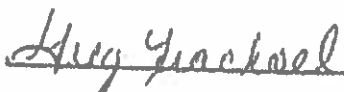
The Union's address for purpose of sending an opening notice is:

Local 24  
300 River Place Drive, Suite 2700  
Detroit, Michigan 48207-4265

**IN WITNESS WHEREOF**, the parties have caused their names to be subscribed by their duly authorized officers and representative the day and year above written.

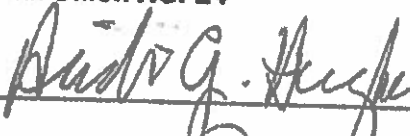
**ARAMARK EDUCATIONAL SERVICES, LLC**

  
\_\_\_\_\_  
Date 12/13/21

  
\_\_\_\_\_  
Date 12/16/21

\_\_\_\_\_  
Date

**UNITE HERE Local Union NO. 24**

  
\_\_\_\_\_  
Date 12-1-2021

  
\_\_\_\_\_  
Date 12-2-2021

\_\_\_\_\_  
Date

**EXHIBIT "A"  
WAGE RATES**

Minimum/Hire Rates

	<u>9/01/2021</u>	<u>3/01/2022</u>	<u>9/01/2022</u>
Residential Cook, Catering Cook, Residential Lead, Retail Lead, Purchasers	\$14.73	\$14.98	\$15.23
FSW, Cashiers, Porters, Floats	\$14.19	\$14.44	\$14.69
General Utility	\$13.82	\$14.07	\$14.32
	<u>3/01/2023</u>	<u>9/01/2023</u>	<u>3/01/2024</u>
Residential Cook, Catering Cook, Residential Lead, Retail Lead, Purchasers	\$15.48	\$15.73	\$15.98
FSW, Cashiers, Porters, Floats	\$14.94	\$15.19	\$15.44
General Utility	\$14.57	\$14.82	\$15.07

General Wage Increases

9/1/2021 (retroactive)	\$ .50 per hour
3/1/2022	\$ .50 per hour
9/1/2022	\$ .25 per hour
3/1/2023	\$ .25 per hour
9/1/2023	\$ .25 per hour
3/1/2024	\$ .25 per hour

All employees must be paid the Hire Rate as a minimum. The Hire Rate increases in the same amount and on the same date as every general wage increase during this Agreement.

Lead differential – Fifty cents (\$0.50) cents per hour.

If an employee works at least two (2) hours as a lead in a shift the entire shift will be paid at the higher rate.

Employees who are currently receiving an hourly rate in excess of the above hourly rates shall be grandfathered. Upon leaving their classification for any reason, to a classification with a lower rate, their hourly rate shall decrease only by the difference between the two minimum classification rates in this Exhibit A.

Any employee who starts their shift between the hours of 11:00 p.m. and 5:00 a.m. will be paid a premium of twenty-five cents (\$0.25) per hour.

MEMORANDUM OF AGREEMENT BETWEEN:  
 ARAMARK EDUCATIONAL SERVICES, LLC at  
 Saginaw Valley State University  
 Saginaw, MI  
 "The Company"  
 and  
 UNITEHERE! Local 688-24  
 "The Union"

The parties agree to the terms of this memorandum in order to correct typographical errors to the agreed and signed collective bargaining agreement. The corrections are indicated in red type.

**EXHIBIT "A"  
 WAGE RATES**

Minimum/Hire Rates

	<u>9/01/2021</u>	<u>3/01/2022</u>	<u>9/01/2022</u>
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General Utility	\$13.82	<del>\$14.07</del> \$14.32	<del>\$14.32</del> \$14.57
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	<u>3/01/2023</u>	<u>9/01/2023</u>	<u>3/01/2024</u>
Residential Cook, Catering Cook, Residential Lead, Retail Lead, Purchasers	<del>\$15.48</del> \$15.73	<del>\$15.73</del> \$15.98	<del>\$15.98</del> \$16.23

FSW, Cashiers, Porters, Floats	<del>\$14.94</del> \$15.19	<del>\$15.19</del> \$15.44	<del>\$15.44</del> \$15.69
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General Utility	<del>\$14.57</del> \$14.82	<del>\$14.82</del> \$15.07	<del>\$15.07</del> \$15.32
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Any employee who starts their shift between the hours of 11:00 p.m. and 5:00 a.m. will be paid a premium of twenty-five cents (\$0.25) per hour.

FOR UNION:

Heidi G. Hughes

Date: 2.22.2022

FOR COMPANY:

Greg Trachsel

Date: 2.23.22