

MEMORANDUM OF SETTLEMENT

BETWEEN:

**ARAMARK Management Services
Limited Partnership**

At Marian University Campus Operations

Hereinafter referred to as "the Company"
and

UNITE HERE LOCAL 23

Hereinafter referred to as "the Union"

1. The parties herein agree to the terms of this memorandum as constituting full settlement of all matters arising through collective bargaining.
2. The undersigned representatives of the parties do hereby agree to recommend complete acceptance of all the terms of this memorandum to their respective principals.
3. The parties herein agree that the term of the collective agreement shall be from the date of ratification to expire 4 years from the date of ratification.
4. The parties herein agree that the said collective agreement shall include the terms as attached hereto

AGREEMENT

BETWEEN

**ARAMARK Management Services
Limited Partnership**

At Marian University Campus Operations

AND

UNITE HERE Local 23

Effective Date:

Expiring Date:

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
1	PURPOSE OF AGREEMENT	1
2	RECOGNITION CLAUSE	1
3	MANAGEMENT RIGHTS	2
4	NO STRIKE/NO LOCK OUT	4
5	UNION SECURITY AND DUES CHECKOFF.....	4
6	NON-DISCRIMINATION.....	7
7	GRIEVANCE PROCEDURE	8
8	ARBITRATION	10
9	UNION REPRESENTATION	11
10	DISCIPLINE AND DISCHARGE.....	12
11	PROBATIONARY PERIOD	15
12	DEFINITION OF EMPLOYEE.....	15
13	SENIORITY	15
14	JOB POSTING	17
15	LAY OFF & RECALL	18
16	HOURS OF WORK AND OVERTIME.....	18
17	WORK OF SUPERVISORS & NON-BARGAINING UNIT MEMBERS	21
18	LABOR-MANAGEMENT COMMITTEE	22
19	LEAVES OF ABSENCE.....	23
20	MISCELLANEOUS	24
21	UNIFORMS AND PERSONAL APPEARANCE.....	24
22	WAGE RATES AND CLASSIFICATIONS.....	25
23	REPORTING PAY	25
24	CALL-IN EMERGENCY.....	26
25	VACATION AND PTO/SICK.....	26
26	HOLIDAYS.....	27
27	BEREAVEMENT LEAVE	28
28	JURY DUTY.....	29
29	SAVINGS CLAUSE	29
30	DURATION.....	29
	SCHEDULE "A"	31
	APPENDIX B.....	33

Preamble

This Agreement is made and entered into on (insert date of ratification) of 2013, between ARAMARK Management Services Limited Partnership at Marian University, hereinafter referred to as the "Company," and the UNITE HERE LOCAL 23, hereinafter referred to as the "Union."

ARTICLE 1 - Purpose of Agreement

Section 1: It is the general purpose of this Agreement to establish and promote harmonious relations between the Company and the employees, a procedure for the resolution of differences, and rates of pay and other terms and conditions of employment. The parties recognize the importance of safe, efficient and uninterrupted services at Marian University, and pledge to maintain the highest standards of service so the Company can conduct its business with the efficiency indispensable to the best interests of the Company and its employees, clients, and customers.

Section 2: The Union recognizes its responsibility as the exclusive bargaining agent of the employees covered under the terms of this Agreement and agrees that it will cooperate with and support the Company in its efforts to improve performance; reduce accidents; and strengthen good will between the Company, its client, and employees.

ARTICLE 2 - Recognition Clause

Section 1: The Company will recognize the Union as the exclusive bargaining agent for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions pertaining to the employment for all full-time and part-time maintenance tech, lead maintenance tech, custodian, lead custodian, grounds, lead grounds, utility worker, lead utility worker employed solely by ARAMARK Management Services Limited Partnership at Marian University, Indianapolis, but excluding managers, management trainees, receptionists, students, drivers, employees of other employers, subcontractors, all other employees not specifically identified above, office clericals and all supervisors, guards, and confidential employees as defined by the National Labor Relations Act.

Section 2: This Agreement shall not be construed to extend to or to effect in any way any other part of the Company's business other than designated in Section 1 hereof. The term "employee" or "employees" as used in this Agreement

shall be construed to include only the classifications set forth in this Article and shall not be construed to include any other employees in any of the Company's other divisions, branches, locations, or components.

Section 3: The Union recognizes that it is the Company's exclusive right to operate and administer its affairs.

ARTICLE 3 – Management Rights

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

Section 2: The Company retains the right to promulgate reasonable rules, policies, and regulations and change them when necessary as determined solely by the Company.

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

Section 4: Any right of the Company to take action with respect to the management and operation of the business, including the direction of the workforce, is retained and reserved to the judgment of the Company, unless such right is specifically abrogated, restricted, surrendered, amended, modified, and/or abridged by a term of this Agreement. The exercise of the Company's rights includes, solely by way of illustration and not in any manner by way of limitation, the following:

- the full and exclusive control and management of its business operations;
- the determination of the scope of its activities or services to be rendered, and methods pertaining thereto;
- the relocation of such services and other business activities and operations;

- the materials, goods, products, services, equipment, and machinery to be acquired or utilized;
- the schedules of work, production schedules, and production standards;
- the right to schedule, require and assign overtime work;
- the right to determine and amend the number of shifts, shift schedules, and hours of work for the entire department and individual employees;
- the right to establish, change, combine within a classification, or eliminate jobs, positions, and job classifications, as well as departments, sections, and units;
- the right to introduce or approve new technologies, procedures, methods, processes, facilities, fixtures, and equipment;
- the right to establish, maintain, change or enforce operations, procedures and policies;
- the right to maintain order and efficiency;
- the right to establish, maintain or change work standards;
- the right to subcontract work that does not erode the bargaining unit for reasons including, but not limited to, economic conditions, the provision of branded products, safety concerns, client requirements, the degree of technical expertise required in the work, and the timing requirements of the project;
- the right to conduct internal audits of any and all aspects of operations;
- the determination of the number, size and location of its facilities or any part thereof;
- the extent, means, and manners by which its facility, departments, sections, units, or any part thereof shall be operated, located, relocated, remodeled, refurbished, maintained, or shut down;
- the right to terminate, merge, consolidate, sell or otherwise transfer its business, facility, departments, sections, units, equipment, or machinery;
- the right to make, change, and enforce safety and security rules;
- the determination of the number of employees, productivity levels, the assignment of duties, and the right to change, increase, reduce, transfer or interchange the same;
- the direction of the workforce, including but by no means limited to hiring, selecting and training of employees;
- the right to discipline, suspend, discharge for just cause, schedule, assign, lay-off, recall, promote, and transfer employees.

The above enumeration of management's rights shall not be deemed to exclude other rights not specifically set forth. The Company's not exercising any function reserved to it, or its exercising any such function

in a particular way, shall not be deemed a waiver of its rights to exercise such function, or preclude the Company from exercising the same function in some other way not in conflict with the express provisions of this agreement.

ARTICLE 4 – No Strike/No Lockout

Section 1: No employee(s) shall engage in any strike, sympathy strike, sit-down, slow-down, sit-in, picketing, cessation, interruption, boycott, or other interference with the operations of the Company.

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

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

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

Section 4: Any employee who promotes, advocates, leads, encourages or participates in any strike, sympathy strike, sit-down, slow-down, sit-in, picketing, cessation, interruption, boycott, or other interference with the operations of the Company while this Agreement is in effect shall be subject to discharge by the Company, without review under the grievance and arbitration procedures.

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

ARTICLE 5 – Union Security and Union Deductions

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. At the conclusion of New Hire Orientations by the Company at the beginning of each semester and/or during the semester, a Union steward or designee will have the opportunity to meet privately with employees for fifteen (15) minutes. If the Company does not do New Hire Orientations during the semester, the Union will be given the opportunity to have a Union orientation for an equal amount of time with all new employees hired each month. Neither the new employee nor the Union steward (or designee) shall have his/her pay reduced as a result of time spent in the meeting.

Section 3: The Company shall check off the monies so authorized in the first paycheck issued following the Company's receipt of such authorization from the employee or the Union. Notwithstanding anything to the contrary, Section 3 shall not be applicable if all or any part thereof shall be in conflict with applicable law; provided, however, that if all or any part of Section 3.01 and 3.02 becomes permissible by virtue of a change in applicable law, whether by legislative or judicial action, the provisions of Section 3.01 and 3.02 held valid shall immediately apply.

Section 4: The Company agrees to deduct once per month from the wages of the employees covered under this Agreement, regular initiation fees and membership dues for the Union, as said employees individually authorize the Company to deduct.

Section 5: The Company shall remit each month to the Union, the amount of deductions made for that particular month including initiation fees, reinstatement fees, membership dues, permits and arrears, together with a list of employees for whom such deductions have been made, social security number for each listed employee, and the gross pay amount per week/month. The list will indicate all official personnel actions that result in a change in status of bargaining unit members, including new hires, terminations, promotions, etc. The information shall be in computer readable electronic form, whenever possible. The remittance shall be forwarded not later than the twentieth (20th) of the month following the month in which deductions were made.

Section 6: In the manner and to the extent permitted by law, employees shall become and remain members of the Union in good standing upon completion of thirty (30) days of employment with the Company or thirty (30) days after the effective date of this Agreement, whichever is later.

Section 7: The Union shall certify to the Company, in writing, the current rate of its membership dues and initiation fees. If the Union changes the rate of its membership dues, it shall give the Company thirty (30) days written notice prior to the effective date of such change.

Section 8: The Union shall indemnify and save the Company harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken or not taken by the Company for the purpose complying with any provisions of this Article or any other provision of this Agreement relating to any requirements of membership in the Union or obligations of Union members or by reason of the Company's reliance upon any list, notice, request or assignment furnished under any such provisions or by reason of any action taken or not taken by the Union by reason of the Union referral provisions of this Agreement.

Section 9: 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 (15th) day of the following month, and shall be accompanied by a list setting forth as to each contributing employee his or her name, address, occupation, rate of PAC payroll deduction by the payroll or other designated period, and contribution amount. The parties acknowledge that the Company's costs of administration of this PAC payroll deduction have been taken into account by the parties in their negotiation of this Agreement and have been incorporated in the wage, salary and benefits provision of this Agreement. The Company shall send these transmittals and this list to: Treasurer, UNITE HERE TIP Campaign Committee, 275 Seventh Avenue, New York, NY 10001.

Section 10: The Union shall Indemnify and hold the Company harmless against any and all claims, demands, suits or other forms of liability that shall rise out of or by reason of action taken by the Company in reliance upon said political action committee (PAC) payroll deduction authorization forms submitted by the Union or the Company.

ARTICLE 6 – Non-Discrimination

Section 1. The provisions of this Agreement shall be applied to all employees. The Company and Union agree that there shall not be discrimination as to age, sex, sexual orientation, marital status, race, color, creed, national origin, political affiliation, citizenship, veteran status or Union membership.

The Company and the Union also agree that they will not retaliate against any of the Company's employees who complain of discrimination or harassment or who participate in an investigation regarding discrimination or harassment. Any differences or disputes arising under this Article should be initially submitted through the Grievance and Arbitration provisions of Articles 7 and 8.

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

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

Section 4. Ethnic Diversity and Cultural Issues. The parties recognize that recent immigrant workers are employed by the Company and are a vital element to the success of the facility. While English is the language of the workplace, the Company recognizes the right of employees to use the language of their own choice amongst themselves.

The Company is committed to a program to improve its ability to communicate with employees who do not communicate in English. To that end the Company agrees that where there is a communication difficulty with a particular employee, on request the Company will provide a

translator chosen by the employee to facilitate communications, so long as the individual is available within twenty-four (24) hours.

All Company posting and mailings shall be in English and Spanish.

The Union also recognizes its responsibility as the exclusive bargaining agent and agrees to represent all employees in the unit without discrimination.

ARTICLE 7 - Grievance Procedure

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

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

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

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

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

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

Although no request for representation by a specific steward shall be unreasonably denied at Step 1, requests by the grievant for an individual steward that is not working at the time of the meeting may be refused and an alternative representative shall be offered.

Step 2 - If the employee and/or the steward are not satisfied with the response in Step 1, the grievance must then be submitted by the employee and/or the Union Business Representative to the District Manager, Labor Relations Director or ARAMARK designated representative, within seven (7) working days of receipt of the Step 1 response. Failure to meet this time requirement will exclude the grievance from further consideration.

A meeting will be held within seven (7) working days from presentation of the grievance to attempt to resolve the grievances. The District Manager or ARAMARK designated representative will respond to the grievance in writing, within seven (7) working days of receipt of the Step 2 appeal.

Although no request for representation by a specific steward shall be unreasonably denied at Step 2, requests by the grievant for an individual steward that is not working at the time of the meeting may be refused and an alternative representative shall be offered.

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

Section 5: The parties agree to follow each of the foregoing steps in the processing of the grievance. If at any step the Company's representative fails to give the written answer within the time limit therein set forth, the Union automatically moves the grievance to the next step at the expiration of such time limit. If the Union fails to comply with the time limits set forth in the grievance procedure, the grievance will be considered to have been abandoned. Notwithstanding the limitations set forth in this clause, either party may extend the time limits set out in the grievance procedure with the written agreement of the other party.

Section 6: A claim by an employee who has completed the probationary period that the employee has been discharged without reasonable cause shall be treated as a grievance, if a written statement of such grievance is lodged

with the District Manager or the designated management representative within ten (10) calendar days after the employee ceases to work for the Company. All preliminary steps of the grievance procedure prior to Step 2 will be omitted in such cases.

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

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

Section 9: If the parties agree to hold a grievance meeting during the employee's and/or steward's regular scheduled working hours the employee and/or steward will be compensated at their regular straight-time hourly rate for time spent in the grievance meeting during their regularly scheduled hours.

ARTICLE 8 - Arbitration

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

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

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

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

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

Section 6: The arbitrator may not award back pay preceding the date the written grievance is filed.

Section 7: An arbitrator may only hear one (1) case at any given time. Multiple issues cannot be decided upon by the same arbitrator, unless mutually agreed to in writing by both parties.

ARTICLE 9 - Union Representation

Section 1: The Union may elect or otherwise appoint three (3) stewards and three (3) alternates

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

Section 3: Time necessarily spent by stewards in the processing of grievances shall not interfere with the service and normal operations of the Company, and when outside of scheduled hours shall not be paid for by the Company. Such time shall not exceed one (1) hour per week, excluding time spent in grievance and discipline meetings beyond that. Recognizing the principle that work time is for work, no employee or steward will be compensated for the time devoted to filing, processing, investigating, or conducting grievances, arbitrations, or negotiations, unless time spent on such activities is required by the Company. Grievances, arbitration, and contract negotiations will be filed, processed, and conducted only before work, after work, or during lunch or breaks unless otherwise required by the Company.

Section 4: This Section provides a Union visitation process that will ensure the proper balance between operations and the accredited representative visitation to the Company's public and private business areas for the purposes of conferring with the Company and the Union stewards and monitoring the administration of this Agreement.

An authorized representative of the Union will notify the Campus Operations Director or authorized designee in advance of arriving on the Company's or client's premises of their desire to visit. Such visitation shall not interfere with the work of the employees or the service to the customers of the Company and will follow the client's security regulations.

Section 5: The Union shall have the right to have notices posted on a single bulletin board by each time-clock designated for such purpose. All such notices will be submitted to the Facilities Director or the designated management representative. Postings shall not include anything of a political nature or contain material critical of the Company, and/or Marian University.

Section 6: Employees shall be permitted to wear a one and a half (1½) inch official Union button while performing their duties provided the wearing of such button is not, defamatory, or disparaging toward the Company or the Employer's client

Section 7: Upon the Union's request and subject to the Company's business requirements, Union members serving as stewards or alternate stewards under this Contract shall be granted special training leaves to attend group trainings provided by the Union. The size of the group attending such a training will be subject to business needs of the Company and the time period for such group training leave shall not exceed two (2) days in any month or four (4) days in any year. Such leaves will be unpaid and will not adversely affect an employee's seniority or benefits. The Union will work with the Company to schedule such training in a manner that minimizes the impact of the attendees' absence on the Company's business, and will provide the Company with as much notice as is practicable, which in any event shall not be less than ten (10) working days.

ARTICLE 10 - Discipline and Discharge

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

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

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

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

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

- a. Unauthorized possession, use, sale, or distribution of alcoholic beverages on Company or client premises;
- b. Possession, use, sale or distribution of illegal drugs or other controlled substances;
- c. Theft;
- d. Gross insubordination;
- e. Fighting;
- f. Falsification of records including environmental or safety records

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

Section 4: The Company shall furnish a copy of each warning notice to the employee with another copy to the Union Steward.

Section 5: Attendance issues shall be considered on a separate disciplinary track from other issues.

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

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

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

Section 7: The Company's office shall, at reasonable times and at reasonable intervals, upon the request of an employee, permit that Employee to inspect his or her personnel file on the Employee's own time during regular office hours and with a Company representative present. This inspection shall be permitted within a reasonable period of the Employee's written request, provided that this falls within regular business hours. Employees are not permitted to remove any part of the personnel file.

Section 8: A copy of all written disciplinary notices shall be given to and signed by the Employee. Signing of the notice shall not be deemed an admission of wrongdoing but shall simply be an acknowledgement of receipt. Reasonable effort shall be made to present the disciplinary notice to the Employee with as much privacy as is practicable under the circumstances. Notices of warnings or discharges will be forwarded to the Union Steward.

Section 9: The Company agrees that warnings, notices and written reprimands (including disciplinary suspensions) will not be considered in future warnings, reprimands or discipline twelve (12) months from the date of the discipline, subject to Section 4.

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

Section 10: If an employee has their privileges to work at this facility revoked by the client for any reason, the parties agree to meet within twenty-four (24) hours to determine whether the issue will be resolved exclusively under this Section or will be referred to the Grievance and Arbitration provisions of Articles 7 and 8 for resolution. If referred under this Section, the procedure will be as follows:

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

to a maximum of four (4) weeks and shall have any insurance benefits continue for a period of sixty (60) days (if applicable).

ARTICLE 11 - Probationary Period

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

Section 2: Newly hired employees shall be considered probationary for a period of ninety (90) days from the date of employment.

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

ARTICLE 12 - Definition of Employee

Section 1: Regular full-time employees are those who are hired on a permanent basis, who have completed the probationary period as defined in this Agreement, and who are regularly scheduled for thirty (30) hours or more per work week.

Section 2: Regular part-time employees are those who are hired on a permanent basis, who have completed the probationary period as defined in this Agreement, and who are regularly scheduled to work less than thirty (30) hours per work week.

Section 3: Call-in, temporary, and substitute workers are those who are not scheduled on a regular basis but who may be called in to fill for manpower shortages.

Section 4: When used to define time limits for notices, meetings, postings, and the Grievance and Arbitration process, "working day" means Monday through Friday, exclusive of fixed holidays under this Agreement and days on which the operation is closed.

ARTICLE 13 - Seniority

Section 1: Seniority shall be that period of continuous employment at Marian University.

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

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

- a. if an employee voluntarily left the employment of the Company;
- b. if an employee is terminated for cause;
- c. if an employee has been laid off and fails to reply to a recall notice within ten (10) working days of its mailing by registered mail to the employee's last known address (it shall be the employee's responsibility to keep the Company informed of any change in the employee's address);
- d. if a laid off employee fails to return to work within two (2) days of receiving such recall notice as described in subsection (c) above;
- e. if an employee is laid off and not recalled within twelve (12) months from the date of lay off;
- f. if an employee is on a leave of absence for a period greater than six (6) months;
- g. if an employee is absent due to non-occupational illness or accident for a period of twelve (12) months from the date the accident occurred or the illness commenced;
- h. if an employee is absent due to occupational illness or accident for a period of twelve (12) months from the date the accident occurred or the illness commenced;
- i. if an employee on leave of absence or lay off accepts other employment;
- i-j. if an employee overstays a leave of absence granted by the Company without securing an extension in writing;
- j-k. if an employee is absent from work for three (3) or more consecutive working days without notification to the Company;

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

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

ARTICLE 14 - Job Posting

Section 1: The Company shall post notice of a permanent job vacancy caused by a leave of absence, resignation, termination, or an increase in business needs, as determined by management, within the bargaining unit for ten (10) calendar days.

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

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

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

Section 5: The posting shall contain the minimum qualification and requirements, schedule, and minimum starting salary for the posted position. Copies of all postings shall be transmitted to the Union office. Copies of completed postings shall be transmitted to the Union office within ten (10) working days of the bid award.

Section 6: If an employee is promoted to a higher paid classification the employee shall receive the rate of the higher classification, except if the increase which the employee would so receive is less than twenty-five cents (\$.25) an hour, in which case the employee will receive an increase of twenty-five cents (\$.25) an hour or the difference between the start rates of the two classifications, whichever is greater.

Section 7. Any employee filling a job classification covered by this Agreement from a lower-paid classification shall be on a trial period for the first thirty (30) calendar days worked in the new classification. If at any time during such trial period the Company determines that the employee cannot meet the

job requirements, the Company may return the employee to that employee's former position. The employee so returned shall not suffer any loss of seniority. Also, if at any time during such trial period the employee determines that he/she does not wish to continue performing such job, that employee, with notification to the Company, may return to their former position. The employee so returned shall not suffer any loss of seniority. The decision to return the employee to their former position shall not be subject to any progressive discipline procedure.

Section 8: The Company will post the initial job vacancy and the second job vacancy if applicable. The Company reserves the right to fill any other job vacancy in its own discretion without posting.

ARTICLE 15 - Lay off and Recall

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

Section 2: In the event of the need for a reduction of staff the employer shall layoff employees in the following manner:

- Step 1: Offer on a voluntary basis all available layoffs in seniority order within the affected classification
- Step 2: Any remaining layoffs are issued in inverse seniority order within the affected classification.
- Step 3: A laid off employee who is qualified to perform the work of another classification may use their seniority to displace the most junior employee in the classification for which they are qualified, so long as they have more seniority than that employee.

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

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

ARTICLE 16 - Hours of Work and Overtime

Section 1: Any hours worked by an employee in excess of forty (40) hours per work week, or as otherwise required by law, shall be compensated at the rate of time and one half (1½) the employee's regular straight-time hourly rate. Holiday, vacation, sick and benefit hours do not count toward overtime, only hours actually worked.

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

Section 3: The work week shall commence with and reflect the pay cycle of the Company, which begins on SUNDAY at 12:00 a.m. and ends on SATURDAY at 11:59 p.m. The Company will provide the Union with thirty (30) days notice in the event of changes to the pay cycle.

Section 4: The Company has the right to establish operations on a seven (7) day basis.

Section 5: The Company maintains the right to schedule shifts in accordance with work requirements. Starting times, quitting times, shifts, and the arrangement of shifts shall be determined on an ongoing basis by the Manager subject to the following:

- a. Regular work schedules shall be posted at least one (1) week ahead of time, whenever possible.
- b. In the event that an employee's schedule is modified after it is posted, a supervisor will, if possible, communicate directly with the affected employee with regard to the schedule change.
- c. Seniority shall be taken into consideration in scheduling the hours of work in a classification.

Section 6: Nothing in this Agreement or any work schedule shall be construed as a guarantee of the hours of work per day or any other period of time, or as a guarantee of starting or quitting times. Subject to the other provisions of this agreement, employees will only be paid for hours actually worked.

Section 7. All employees covered by this Agreement will be permitted to take one (1) fifteen (15) minute paid break for each four (4) hours paid, for example an employee being paid for eight (8) hours of work will receive two (2) paid breaks; an employee being paid for seven and a half (7 ½) hours will receive one (1) paid break; and an employee being paid twelve (12) hours of work will receive three (3) paid breaks. Breaks will be scheduled by the manager. Employees who work five (5) or more hours in a day shall receive a one-half (1/2) hour unpaid meal break to be scheduled by the manager or designee. The Company shall schedule any mandated work breaks to avoid interference with or interruptions to the efficient

operations of the facility. It is understood and agreed that the timing of the break period may vary depending on the nature of the work being performed by the employee at the time. It is recognized that under certain conditions it will be impossible for employees to take a break until the job then being performed has been completed. The Company shall schedule any legally mandated work breaks to avoid interference with or interruptions to the efficient operations of the facility. It is understood and agreed that the timing of the break period may vary depending on the nature of the work being performed by the employee at the time. It is recognized that under certain conditions it will be impossible for employees to take a break until the job then being performed has been completed.

Section 8: The Company and the Union jointly recognize that it is the responsibility of each employee to maintain regular attendance so that orderly schedules may be preserved without requiring overtime or causing undue inconvenience to other employees.

Section 9: An employee unable to report for work due to sickness or other justifiable reason shall notify the employee's immediate supervisor as early as possible by leaving a message with a member of management or on the Company's designated telephone number for this purpose, but in any event not later than two (2) hours before commencement of the shift for which the employee was due to report unless circumstances beyond the employee's control prevent such notification.

Section 10: The Company reserves the right to demand medical evidence of an employee's condition that renders him unable to report to work for a period of three (3) days or longer. The three (3) day period shall not apply in cases where there is a pattern of absences or excessive absences where the employee and the Union have been advised prior to the absence.

Section 11: In the event overtime or additional hours are required, the Operations Manager or his designee shall, by campus, use the procedures below in the order in which they appear:

- a. employees at the affected location in the affected classification will be offered the overtime in order of seniority.
- b. volunteers from other classifications at the affected location by seniority who have the qualification(s), skill(s) and ability to perform the work required.

- 1.) Employees desiring to work in other classifications shall sign up at anytime during normal business hours in the Campus Operations office.
 - 2.) Employees may remove their name from the overtime sign up list by EOB Wednesday of the prior week.
- c. the Company will require employees with the qualification(s), skill(s) and ability to perform the work in inverse order of seniority. Employees who refuse may be subject to disciplinary action

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

Section 12: The Employer shall continue the current practice of providing a free meal as determined by management to employees who are eligible for a meal period.

ARTICLE 17 - Work of Supervisors and Non-Bargaining Unit Members

Section 1: Non-bargaining employees shall not perform bargaining unit work, except when the work performed is necessary in an emergency or for the purpose of instruction. Nothing in this Agreement shall be construed to prohibit managers, supervisors or non-bargaining unit employees from performing any work normally performed by bargaining unit employees for the purpose of training and/or in the event of an emergency or short staffing situations not created by the employer. This right will not be exercised in order to diminish the size of the bargaining unit.

Section 2: Nothing in this Agreement shall be construed to extend the terms and conditions of this Agreement to anyone working in a supervisory or non-bargaining unit capacity.

Section 3. Temporary Agency employees or other non-bargaining unit employees (excluding students) will not be used by the Employer without first offering the available work to bargaining unit employees provided that the bargaining unit employees have the skill(s), qualification(s) and ability to perform the available work and that offering with work will not result in the payment of overtime.
No Temporary Agency employee shall be used to fill a vacancy caused by leave of absence, resignation, termination or increase in business needs as determined by management for longer than thirty (30) calendar days in

the case of a permanent vacancy or ninety (90) calendar days in the case of a temporary vacancy.

Section 4. The employer may continue to utilize student workers according to the current practice, provided they are not employees of the Company.

Article 18-Labor-Management Committee

Section 1: The Company and Union agree that there shall be a Labor-Management Committee consisting of an equal number of Management and Union members (maximum of two [2] members) to apprise each other of issues related to the operations and the work force; all with the aim of promoting a better understanding between the parties. Meetings will be held every 4 months, or more often as may mutually be agreed. A written agenda shall be established for each meeting. Such meetings shall not be construed as opening the Agreement for negotiations, nor shall any subject matter at the meetings constitute a step in the grievance procedure. Employees shall be paid at their regular hourly rate for time spent at Labor-Management Committee meetings. Each party will designate their representative(s) to the Labor-Management Committee.

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

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

Section 4: Protective Equipment. The Company shall make available appropriate personal protective equipment (excluding slip resistant shoes) at no cost to the employee. If an employee destroys, damages, or loses the protective equipment provided to the employee, the employee will be responsible for the cost of replacement. Employees shall not be responsible for the cost of replacement for protective equipment that is replaced as a result of normal wear and tear, regularly scheduled replacement or circumstances beyond the employee's control. Slip resistant shoes are required for all employees. Employees will be eligible for reimbursement of up to fifty dollars (\$50) towards the cost of slip resistant shoes in August of each year upon providing a receipt for their purchase.

ARTICLE 19 – Leaves of Absence

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

Medical leaves of absence, without loss of seniority (of up to twelve [12] months) shall be granted by the Company upon a reasonable showing by the employee of medical necessity.

Section 2: In the event an employee is hired or appointed to short-term employment with the Union the employee will be allowed to take an unpaid leave of absence subject to the Company's legitimate business needs. The Union shall provide a minimum of fourteen (14) calendar days' notice of such request. Such leave shall not exceed six (6) months. No more than two (2) employees may be granted such leave at any one time. If applicable the Company shall continue to pay for the employee's benefits during such leave provided that the Union and/or the employee reimburses the Company in full for such benefits beginning on the first (1st) day of the month following the commencement of such leave. During such leave, the Company will continue the seniority of the employee on leave and the accrual of benefits based on seniority.

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

Section 3: The Company will comply with the applicable provisions of USERRA, as amended, governing leaves associated with service in the armed forces.

Section 4: Upon written notice to the Employer, an employee with at least one (1) year of service may apply for a personal leave of absence of up to thirty (30) calendar days. An employee must submit a written request at least thirty (30) calendar days in advance; however, the Company will consider exceptions for unforeseen circumstances. The application shall specify the reason and the requested length of time for leave. The leave may be extended for thirty (30) calendar days by mutual agreement of the parties in writing in advance of the conclusion of the original leave and will not be unreasonably denied. The employee shall give a minimum of fourteen (14) calendar days' notice of such request. All leave requests shall be approved in the sole discretion of the Company and must include a return to work date.

Section 5: Holidays, vacations, sick days, and other benefit entitlements shall not continue to accrue during any leave of absence, except as required by applicable law and Section 2.

Section 6: An employee returning from an approved leave shall be entitled to reinstatement to his/her position, hours, and work unit unless the position has been eliminated or modified as a result of layoffs or other legitimate business needs. In such event, the employee may use their seniority as provided for in the Layoff and Recall Article.

If the terms of the Family and Medical Leave Act (FMLA) exceed the terms of this Agreement, the FMLA will control.

ARTICLE 20 - Miscellaneous

Section 1:

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

ARTICLE 21 - Uniforms and Personal Appearance

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

Section 2: The employer shall issue required uniforms to each employee according to the following:

6 shirts, 6 pants

Employees who are required to be outside as part of their job (i.e. delivering food, supplies, or equipment) shall be issued a winter jacket.

Uniforms will be issued at the start of each school year and replaced by the Company as the result of normal wear and tear.

Section 3: Uniforms will be laundered by the Company.

Section 4: Employees must wear the uniform as directed by the Company.

ARTICLE 22 - Wage Rates and Classifications

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

Section 2: Out of Classification Work. When an employee performs work in a classification which is rated at a higher pay than the employee's regular classification for a period of at least one (1) hour, such employee shall receive the higher rated classification pay for actual time worked in such higher classification.

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

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

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

ARTICLE 23 - REPORTING PAY

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

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

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

ARTICLE 24 - CALL IN EMERGENCY

Section 1: When an employee is called during the employee's time off to report for a work assignment outside of the employee's scheduled shift, it shall be considered a call-in emergency. However, when an employee is requested to remain late on a day on which the employee has reported for work or when prior to leaving work, an employee has been requested to report for work on a subsequent day at either the employee's regular or non-regular starting time, it shall not be considered a call-in emergency.

Section 2: Payment for time worked on call-in emergency shall not be less than one half (1/2) of their regularly scheduled hours at the employee's regular straight-time hourly rate.

ARTICLE 25 - Vacation and PTO/Sick

Section 1: All regular full-time employees shall be eligible for vacation. Vacation shall be determined based on length of service at Marian University as of their individual anniversary date and becomes vested/earned on the employee's anniversary date.

- 1) Six (6) months of service, one (1) week of vacation
- 2) One to two (1-2) years of service, two (2) weeks of vacation
- 3) ~~The~~ Three through fourteenth (3-14th) years of service, three (3) weeks of vacation
- 4) The fifteenth (15th) year of service, and each subsequent year, four (4) weeks of vacation

Section 2: There shall be no pay in lieu of vacation.

Section 3: Vacation pay shall be based on employee's earned vacation hours (up to forty [40] hours per week) and regular hourly rate of pay at the time of their vacation.

Section 4: Employees whose employment terminates shall be paid all vacation earned in the prior vacation year not yet taken.

Section 5: It is understood that vacation time off shall be allowed during the regular school year as approved by management other than blackout periods.

Section 6: All full-time employees shall be eligible for sick leave. Sick leave shall be determined based on length of service as follows:

- Each month an employee earns four (4) hours of paid sick leave at the beginning of each month.

Section 7: Sick days shall be paid at the employee's regular hourly rate times eight (8) hours.

Section 8: Sick days may be carried over from year to year to a maximum of twelve (12) days.

Section 9: A doctor's note may be requested by the Company upon return to work after three consecutive days off sick, or upon returning to work after being off sick on the last scheduled day before, after or on the holiday scheduled to work.

Section 10: Employees shall be permitted to use sick days in order to care for a sick family member. Sick days may be used for the employee's own injury or illness, the employee's own medical appointments, or the injury, illness or medical appointments of a spouse, domestic partner, or dependent.

Section 11: Sick Leave may be taken in eight (8) hour increments. Requests must be made in writing subject to Company approval.

Section 12: Prior to the issuance of any discipline related to the use of sick days, the Company shall take into consideration the reason for the use of sick days.

ARTICLE 26 - Holidays

Section 1: During the term of this Agreement regular full-time employees who have completed their probationary period with the Company shall be eligible for the following paid holidays:

New Year's Eve	Thanksgiving Day
New Year's Day	Day After Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	Martin Luther King Day
	Good Friday

- Section 2: Pay for a holiday for full time employees not worked shall be a sum equal to eight (8) hours multiplied by the employee's regular straight-time hourly rate. Part time employees get five (5) hours.
- Section 3: Employees scheduled to work on any paid holiday shall receive their regular straight-time hourly rate for the hours they work on the holiday, and their holiday pay as defined in Section 2.
- Section 4: To be eligible for and receive holiday pay, employees must work their complete scheduled workday prior to and following the holiday, unless the employee is on vacation, jury duty or bereavement leave.
- Section 5: Any employee scheduled to work who fails to report on a holiday shall forfeit holiday pay for that day, unless the employee is on vacation, jury duty or bereavement leave.
- Section 6: Should any paid holiday occur during an employee's annual vacation, said vacation shall be extended by an amount equal to the number of holidays occurring during the vacation.
- Section 7: In no event will an employee who is on lay off or leave of absence receive payment for any holiday which occurs during the absence, except that employees on temporary layoff during the academic year will be paid for holidays which occur during the layoff.

ARTICLE 27 - Bereavement Leave

- Section 1. This benefit is available for employees who have completed probation prior to the death of a covered family member.
- Section 2. In the event of the death of an employee's immediate family, bereavement leave with pay will be allowed not to exceed three (3) regularly scheduled work days. Such absences shall be permitted within three (3) calendar days prior to or following the funeral. Employees shall be paid at their regular rate of pay times their regular hours worked. To be eligible for such pay, employees will be required to furnish proof of attendance at the funeral and relation to the deceased if so requested by the Company. For the purposes of this Article, the term "immediate family" shall be defined as current husband, current wife, current domestic partner, children or step children, parents or legal guardian, step parents, brother, sister, grandparents, grandchild, current mother-in-law, and current father-in-law. Additional time off may be granted to an

employee, without pay, when travel is required to attend the funeral of those mentioned above.

Section 3. When an employee receives notification of the death of the immediate family member, it is the responsibility of the employee to notify management immediately. Such notice should contain the relationship of the deceased to the employee, the date, time and location of the funeral to be attended, the date and time the employee expects to return to work. Employees may be asked to furnish proof of their relationship to the deceased if requested by management.

ARTICLE 28 - Jury Duty

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

ARTICLE 29 - Savings Clause

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

ARTICLE 30 - Duration

Section 1: This Agreement shall be effective from (insert date of ratification) through and including (insert date 4 years from ratification).

Section 2: This Contract shall automatically renew from year to year after (insert date of expiry), unless notice, in writing, is given sixty (60) calendar days prior to the expiration date by either party that such party terminates the

Agreement on the expiration date. Failure by either party to give such notice shall be deemed to be consent to a renewal of this Agreement for a period of one (1) year from the termination date affixed herein.

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

**ARAMARK MANAGEMENT SERVICES
LIMITED PARTNERSHIP**

UNITE HERE, Local 23

Date

Date

Date

Date

Date

Date

Schedule "A"

Classifications and Wages

Employees whose most recent date of hire is after (insert date of ratification)

Effective (the date of Ratification):

Classification	Rate
Maintenance Tech	12.75
Lead Maintenance Tech	13.75
Custodian	9.00
Lead Custodian	10.00
Grounds	10.50
Lead Grounds	11.50
Utility Worker	9.50
Lead Utility Worker	10.50

Effective twelve (12) months from ratification increase straight-time hourly rates by twenty cents (0.20) per hour.

Effective eighteen (18) months from ratification increase straight-time hourly rates by fifteen cents (0.15) per hour.

Effective twenty-four (24) months from ratification increase straight-time hourly rates by twenty cents (0.20) per hour.

Effective thirty (30) months from ratification increase straight-time hourly rates by fifteen cents (0.15) per hour.

Effective thirty-six (36) months from ratification increase straight-time hourly rates by twenty cents (0.20) per hour.

Effective forty-two (42) months from ratification increase straight-time hourly rates by fifteen cents (0.15) per hour.

Employees whose most recent date of hire is prior to (insert date of ratification)

Effective the date of ratification increase straight-time hourly rates by forty-five (0.45) cents per hour.

Effective twelve (12) months from ratification increase straight-time hourly rates by twenty cents (0.20) per hour.

Effective eighteen (18) months from ratification increase straight-time hourly rates by fifteen cents (0.15) per hour.

Effective twenty-four (24) months from ratification increase straight-time hourly rates by twenty cents (0.20) per hour.

Effective thirty (30) months from ratification increase straight-time hourly rates by fifteen cents (0.15) per hour.

Effective thirty-six (36) months from ratification increase straight-time hourly rates by twenty cents (0.20) per hour.

Effective forty-two (42) months from ratification increase straight-time hourly rates by fifteen cents (0.15) per hour.

| On Call Employees

If On Call, there should be a minimum of 2 hours paid. If the employee is called in, the employee will be treated under Article 24 but for the first call in the week the 2 hours of on-call pay will be credited towards any amount owing under Article 24.

| Shift Premium

Employees working between the hours at or after 9pm and or before 5am shall be paid an overnight differential of \$0.50 for hours worked between those hours (this only affects employees that do not work between those hours as of the (insert date of ratification))

| Training Premium

If the Company assigns an employee to train a new employee they shall receive a training premium of fifty (50) cents per hour for hours assigned to training the new employee. This premium does not apply to leads performing training.

Appendix B

Section 1. Trust Language: Effective January 1, 2014, the Employer agrees to contribute for each employee covered by this agreement to UNITE HERE HEALTH ("Fund") for the purpose of providing health and welfare benefits under UNITE HERE HEALTH Food Service Plan ("Plan"), or such new, merged or consolidated plans as may be adopted by the Trustees. Said contributions shall be submitted monthly, together with a report of the employee data required by the Fund, on the format prescribed by the Fund, no later than the fifteenth (15th) day of the month following the month for which contributions are to be made.

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

Section 2. Health and Welfare:

Effective January 1, 2014 The Employer shall contribute to the Fund for all eligible employees. An eligible employee is defined as an employee who has met the following conditions:

- A. Eligibility - All regular full-time employees, (those on a regular schedule of thirty [30] hours per week or more) effective the first (1st) of the month following ninety (90) days of employment, shall be eligible to participate in the health, program described below.
- B. The parties agree that employees cannot waive coverage in exchange for wages or some other type of benefit.
- C. The Employer will begin making contributions to the Fund for eligible employees on the first of the month following the completion of 90 days of employment.

The Employer will pay seventy-five (75) percent of said medical coverage contributions for all eligible employees and the employee will pay twenty-five (25) percent via payroll deductions. The Employer will submit the entire contribution to the Fund on a monthly basis on behalf of all eligible employees who have paid their portion of the contribution.

The Employer is required to remit contributions to the Plan only for those employees who enroll in the Fund. Eligible employees who wish to enroll in the Plan shall sign an Election Form, acknowledging that he or she desires to be covered for benefits under the plan and that they authorize and agree to make the required co-premium via payroll

deduction. The Employer is required to keep such form with the employee's file and such proof shall be made available to the Fund upon request. No contributions will be submitted for any employee who fails to complete an election form during the open enrollment period.

Section 3 Health Care Coverage

As of the effective date of this Agreement, the available plans and providers are shown below. Premium co-pay deductions are made from the employee's biweekly paycheck. Eligible employees who elect health care coverage pay a premium share on a bi-weekly basis as follows.

Beginning January 1, 2014 and thereafter, the Employer shall offer to all eligible bargaining unit employees only the UNITE HERE Health Food Service Plan "C". Such plan shall be offered with the health insurance premium costs being split between the Employer and Employee in the following amounts each year:

Year	Employer Portion	Employee Portion
<u>January 1, 2014</u>	75%	25%
Employee		
Employee Plus One		
Family		
<u>January 1, 2015</u>	77.5%	22.5%
Employee		
Employee Plus One		
Family		
<u>January 1, 2016</u>	80%	20%
Employee		
Employee Plus One		
Family		
<u>January 1, 2017</u>	82.5%	17.5%

Section 4 Eligibility for Dental, Vision and STD - All regular full-time employees, (those on a regular schedule of thirty [30] hours per week or more) effective the first (1st) of the month following ninety (90) days of employment.

Section 5 Dental Coverage

ARAMARK will provide eligible employees the opportunity to enroll in Dental coverage provided through an ARAMARK-selected provider. The plan(s), plan design(s) and schedule(s) of benefits may be adjusted from time to time in line with changes in the Dental package for all ARAMARK employees or as required by law. Other changes may include a change in the insurer or other service provider that provides the benefits or establishes the network of participating

providers. Any changes to premiums or eligibility will be effective with the start of the plan year, January 1st.

Eligible employees who choose to enroll in Dental coverage will be responsible for one hundred percent (100%) of the total premium cost. Premiums are subject to change from time to time in accordance with changes made for all ARAMARK employees or as required by law.

Section 6 Vision Coverage

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

Eligible employees who choose to enroll in Vision coverage will be responsible for one hundred percent (100%) of the total premium cost. Premiums are subject to change from time to time in accordance with changes made for all ARAMARK employees or as required by law.

Section 7 Short-term Disability Coverage

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

- The STD benefit is effective the first (1st) of the month following ninety (90) days of employment
- The employee must be actively at work preceding the disability to be eligible for benefits
- Short-Term Disability benefits are subject to the Insurance Company receiving supporting medical documentation from the physician substantiating the medical condition.

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.

Section 8 Basic Life and Basic Accidental Death & Dismemberment (AD&D)

ARAMARK will provide eligible employees Basic Life and Accidental Death & Dismemberment coverage in the amount of five thousand dollars (\$5000.00) effective on the first day of eligible employment. The coverage will be 100% paid by ARAMARK. Eligible employees are full-time employees, (those on a regular schedule of thirty [30] hours per week or more).

Section 9. Family/Employment Status Changes: After the initial open enrollment period employees may only change their elections once each calendar year. This open enrollment period is usually during the month of November, with an effective date of change as January 1st. The provisions of these elections and the bi-weekly payroll deduction are subject to the applicable plan descriptions and IRS regulations. For Company plan the open enrollment period is usually in October of each year.

Generally, once benefit selections are made, they remain in effect for the rest of the plan year (January 1-December 31). However, employees may change some of their choices during the year if they have a family or employment status change and notify the Employer in writing within thirty (30) days of the change. A family/employment status change, (as currently defined by the Internal Revenue Service), includes:

1. Marriage, divorce, or legal separation, (there must a court order granting the divorce or legal separation),
2. Death of spouse or other dependent.
3. Birth or legal adoption of a child.
4. Spouse's termination or commencement of employment.
5. Employee or spouse switching from part-time to full-time status.
6. A significant change in the employee's or spouse's health care coverage due to your spouse's employment.
7. Employee or spouse taking an unpaid leave of absence.
8. Dependent reaches an age which means they are no longer eligible for benefits under ARAMARK program.

Section 10. Upon termination of employment, all insurance coverage shall cease immediately with the following exceptions:

1. For employees taking leaves of absence described in Article 19, the Company will continue insurance coverage until the end of the month in which the leave commences provided that the employee has made all premium co-payments. If a leave extends longer than the initial month, insurance coverage is governed by COBRA. Life insurance will continue for the full period of the leave.
2. For employees on union leave, see Article 19, Section 2. Life insurance will continue for the full period of the leave.
3. If an employee is granted an unpaid leave of absence in accordance with the FMLA, coverage shall continue for up to twelve (12) weeks, provided all regularly required premium contributions are received. Life insurance will continue for the full period of the leave.

Section 11. An open enrollment period shall be held annually in November. Enrollment forms specific to this site shall be made available to all eligible employees during the enrollment period. Every eligible employee must complete enrollment each year in November to ensure up to date benefit selection, including beneficiary designation. For Company plan open enrollment shall be annually in October.

Section 12. The parties agree that in the event that the design or operation of the health benefits identified in the health and welfare plan specified in this Agreement cause the Company to be subject to any taxes, penalties, or surcharges or other costs caused by non-compliance with the Patient Protection and Affordable Care Act, the Company will provide proof of any taxes, penalties, surcharges or other costs caused by the health and welfare plan's non-compliance to the Union and the parties will immediately meet to remedy the situation giving rise to the taxes, penalties, surcharges or other costs.

The parties will meet within thirty (30) days to reach a satisfactory solution. If a satisfactory solution cannot be reached, the parties shall have the following rights:

If the non-compliance is due to the affordability test, the union shall have the right to re-arrange the economics in the Contract to make the plan compliant; provided the re-arrangement is cost neutral to the Company.

If the non-compliance is due to the minimum value test, the Company will provide a Company plan that is compliant and the employees will move to the complaint ARAMARK plan.

Section 11 The Employer and the Union are jointly committed to maintaining quality and affordable health care for all bargaining unit members. To that end, the parties have

agreed to the following proactive training program in order to ensure that covered individuals are made aware of the most effective way to utilize the benefits in an effort to maximize quality and control costs.

- a) The Employer will call a mandatory employee meeting within ninety (90) days of the signing of this agreement or signing a future CBA, or at a later time by mutual agreement with the Union;
- b) Each year thereafter, the Employer shall call a mandatory employee meeting within ninety (90) days of open enrollment, or at a later time by mutual agreement with the Union;
- c) Such meeting shall be no less than fifteen (15) minutes, but may be added to the beginning or end of an existing mandatory employee meeting;
- d) Only those employees who are eligible to participate in the UNITE HERE HEALTH Food Service Plan will be required to attend;
- e) Employees attending such meeting will be paid at their normal hourly rate;
- f) The meeting will be run by staff from UNITE HERE HEALTH and/or the Union.
- g) The General Manager and/or local Human Resources Representative will attend this meeting in order to better be able to answer any questions they may receive from employees;
- h) The General Manager and/or local Human Resource Representative and Local Union Representative will coordinate to determine if the location needs to have one mandatory meeting or multiple meetings to accommodate differing days off and/or shifts.

Section 13. Hourly 401k

Eligibility

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

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

The Company will match the employee's contributions based on the following formula:

If the employee contributes at least one percent (1%) of eligible earnings the Company will make a three percent (3%) contribution. The Company contributions are capped at three percent (3%).

Company contributions are allocated to participant accounts each pay period.

Vesting

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

401(k) Benefits Available during a Leave of Absence

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.

Letter of understanding

The Company shall create as many forty (40) paid hour per week positions as possible subject to operational requirements and the needs of the business. In the event that forty (40) paid hour positions are not possible due to operational requirements and the needs of the business then Company agrees to maximize hours within classifications by seniority, subject to the needs of the business and operational requirements up to a maximum of forty (40) paid hours. Employees must have the skills, ability and qualifications to perform the available work.