

## **PREAMBLE**

This Agreement is made and entered into between Aramark Corporation at Lockheed Martin Orlando hereinafter referred to as the "Company," and UNITE HERE Local 362, hereinafter referred to as the "Union."

The Company and the Union agree that each employee and supervisory representative of the Company should be treated with dignity and respect. In the event that there are issues with respect to the conduct of employees or supervisory representatives under this provision the parties agree that they may be raised in a labor management committee meeting in accordance with ARTICLE 8 of the Agreement, and in further communications to higher levels of each organization as appropriate and necessary. The parties have agreed that this preamble shall not be subject to the grievance and/or arbitration provisions of the agreement.

## **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 Lockheed Martin Orlando and pledge to maintain the highest standards of service so the Company can conduct its business with the efficiency indispensable to the best interests of the Company and its employees, and customers.

## **ARTICLE 1- RECOGNITION CLAUSE**

Section 1: The Employer 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 food service workers employed by Aramark Corporation at Lockheed Martin Orlando at 5600 Sand Lake Road, Orlando FL 32819; but excluding all office clerical employees, confidential employees, managerial employees, guards and supervisors as defined in the National Labor Relations Act.

Section 2: This Agreement shall not be construed to extend to, or affect in any way any other phase of the Employer's business or construed to include any other employees of the Employer in any of the Employer's other divisions, branches or units.

Section 3: The above language shall not be used to degrade the bargaining unit positions or prevent expansion of bargaining unit positions at the recognized location.

## **ARTICLE 2 – DEFINITIONS**

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

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

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

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

### **ARTICLE 3 - NON-DISCRIMINATION**

Section 1: The Company and the Union agree that they will not discriminate against or harass any of the Company's employees because of the employee's race, color, religion, sex, sexual orientation, gender identity, age, national origin, disability, veteran status or any other personal characteristic that is protected by applicable law. The Company and the Union also agree that they will not retaliate against any of the Company's employees who complain of discrimination or harassment or who participate in an investigation regarding discrimination or harassment. Any differences or disputes arising under this Article should be initially submitted through the Grievance and Arbitration provisions of Article 16 and 17.

Section 2: Gender. The use of pronouns "he" or "she" and the suffixes "men" or "women" shall not be interpreted to refer to members of only one sex, but shall apply to members of any 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 Employer 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 Employer and are a vital element to the success of the facility. While English is the language of the workplace, the Employer recognizes the right of employees to use the language of their own choice amongst themselves where such use does not adversely affect the operation, work performance, or customer service levels.

The Employer is committed to a program to improve its ability to communicate with employees who do not communicate in English. To that end the Employer agrees that where there is a communication difficulty with a particular employee, on request the Employer will provide a translator chosen by the employee to facilitate communications, so long as the individual is on the premises at the time requested.

### **ARTICLE 4 - MANAGEMENT RIGHTS**

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

Section 2: The exercise of the Company's rights includes, solely by way of illustration and not in any manner by way of limitation, the following: the full and exclusive control and management of its business operations; the determination of the scope of its activities, products to be manufactured or services to be rendered, and methods pertaining thereto; the relocation of such services and other business activities and operations; the materials, goods, products, services, equipment, and machinery to be acquired or utilized; the schedules of work, production schedules, and production standards; the right to schedule, require and assign overtime work; the right to determine and amend the number of shifts, shift schedules, and hours of work for the entire department and individual employees; the right to establish, change, combine within a classification, or eliminate jobs, positions, and job classifications, as well as departments, sections, and units; the right to introduce or approve new technologies, procedures, methods, processes, facilities, fixtures, and equipment; the right to establish, maintain, change or enforce operations, procedures and policies; the right to maintain order and efficiency; the right to establish, maintain or change reasonable work standards; the right to subcontract work that does not erode the bargaining unit or limit the expansion of the bargaining unit for reasons including, but not limited to, the provision of branded products, safety concerns, client requirements, and the degree of technical expertise required in the work; the right to conduct internal audits of any and all aspects of operations; the determination of the number, size and location of its facilities or any part thereof; the extent, means, and manners by which its facility, departments, sections, units, or any part thereof shall be operated, located, relocated, remodeled, refurbished, maintained, or shut down; the right to terminate, merge, consolidate, sell or otherwise transfer its business, facility, departments, sections, units, equipment, or machinery; the right to make, change, and enforce safety and security rules; the determination of the number of employees, productivity levels, the assignment of duties, and the right to change, increase, reduce, transfer or interchange the same; the direction of the workforce, including but by no means limited to hiring, selecting and training of employees; the right to discipline, suspend, discharge for just cause, schedule, assign, lay-off; recall, promote, and transfer employees; make, enforce, and modify reasonable rules and policies.

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

## **ARTICLE 5-UNION SECURITY**

Section 1: In the manner and to the extent permitted by law, membership in the Union shall be required as a condition of employment of each employee on and after the completion of the probationary period or the thirtieth (30th) day following the execution of this Agreement, whichever is later. All employees who are or become members of the Union shall, as a condition of employment, remain members during the term of this Agreement, to the extent permitted by

law. Union membership is required only to the extent that employees covered by this Agreement must pay the Union's periodic dues and fees or such other amounts as may be authorized.

Section 2: During an employee's first week of work, a union steward or designee will have the opportunity to meet with the employee for 15 minutes starting 5 minutes before the employee's regular break time in order to provide the employee with an orientation to the union. Neither the new employee nor the union steward (or designee) shall have his/her pay reduced as a result of time spent in the meeting.

## **ARTICLE 6- UNION DEDUCTIONS**

Section 1: The Employer agrees to deduct weekly from the wages of each employee who so authorizes such deduction, the amount of regular initiation fees and monthly Union dues as certified to the Employer by the Secretary-Treasurer of the Union. Except for the deduction of fees other than dues, the Employer will not deduct more than one month's dues from any single paycheck, or more than two months' dues any single month.

Section 2: The Employer shall remit each month to the Union, the amount of deductions made for that particular month including initiation fees, reinstatement fees, membership dues and arrears, together with an excel list of employees, their social security number, employee ID, date of hire, department, classification, address, phone number, hourly rate of pay, arrearage per week/month for whom such deductions have been made, and for those employees for whom no deductions were made and the reason why. The list will include all official personnel actions that result in a change of status of bargaining unit members, including new hires, terminations, leaves of absence, and layoffs. The remittance shall be forwarded not later than the fifteenth (15th) day of the month following the month in which deductions are made. The Company will transfer this information electronically to the Union's secure site.

Section 3: 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 Employer or thirty (30) days after the effective date of this Agreement, whichever is later.

Section 4: In order to simplify the Employer's and the Union's administration of this section, the Employer shall upon the hiring of new employees give each employee an application for union membership and dues check-off authorization form. The Employer shall remit the completed forms to the Union monthly.

Section 5: The Union shall certify to the Employer, 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 Employer thirty (30) days written notice prior to the effective date of such change.

Section 6: The Union shall indemnify and save the Company harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken or not taken by the company for the purpose complying with any provisions of this article or any other provision of this agreement relating to any requirements of membership in the union or obligations of union members or by reason of the company's reliance upon any list, notice, request or assignment furnished under any such provisions or by reason of any action taken or not taken by the Union by reason of the Union referral provisions of this agreement.

Section 7: Voluntary Political Deduction -The Company shall deduct and transmit to the Treasurer of UNITE HERE TIP Campaign Committee the amount of contribution specified, at a flat dollar amount, 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 twenty-fifth (25th) 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 16th Floor, New York, NY 10001.

Section 8: The Union shall Indemnify and hold the Employer 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 Employer in reliance upon said political action committee (PAC) payroll deduction authorization forms submitted by the Union or the Employer.

## **ARTICLE 7 -WORK OF SUPERVISORS AND NON-BARGAINING UNIT MEMBERS**

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

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

Section 3: Temporary Agency employees or other non-bargaining unit employees will not be used by the Company without first offering the available work to bargaining unit employees provided that the bargaining unit employees have the skill(s), qualification(s) and ability to perform the available work and that the Company has at least ten (10) hours notice of the need for the work. 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.

## **ARTICLE 8 - LABOR-MANAGEMENT COMMITTEE**

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

will designate their representative(s) to the Labor-Management Committee.

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

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

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

## **ARTICLE 9 - UNION REPRESENTATION**

Section 1: The Union may elect or otherwise appoint a reasonable number of Shop Stewards.

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

Section 3: Time necessarily spent by Stewards in the processing of grievances shall not interfere with the service and normal operations of the Company, and when outside of scheduled hours shall not be paid for by the Company. Such time shall not exceed one hour per week, excluding time spent in grievance and discipline meetings.

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

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

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

Section 6: Employees shall be permitted to wear a one and a half inch Union button while performing their duties, provided the wearing of such button does not pose a hazard to the public, the employee, or machinery, and the button is not, defamatory, or disparaging toward the Employer or the Employer's client.

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

## **ARTICLE 10–SENIORITY**

Section 1: Seniority shall be that period of continuous employment at Lockheed Martin Orlando from the last date of hire with the Company.

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

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

- a) if an employee voluntarily left the employment of the Company;
- b) if an employee is terminated for cause;
- c) if an employee has been laid off and fails to return to work within ten (10) working days of the mailing of a recall notice by registered mail to the employee's last known address (it shall be the employee's responsibility to keep the Company informed of any change in the employee's address);
- d) if an employee is laid off and not recalled within twelve (12) months or the length of their seniority whichever is the lesser from the date of lay off;
- e) if an employee is absent due to non-occupational illness or accident for a period of twelve (12) months from the date the accident occurred or the illness commenced;
- f) if an employee is absent due to occupational illness or accident for a period of twelve (12) months from the date the accident occurred or the illness commenced;
- g) if an employee on leave of absence accepts other employment except as provided for under Leaves of Absence section 2;
- h) if an employee overstay a leave of absence granted by the Company without securing an extension from the Food Service Director or his designee;
- i) if an employee is absent from work for three (3) or more consecutive working days without notification to the Company;

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

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

## **ARTICLE 11- PROBATIONARY PERIOD**

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

Section 2: Newly hired employees shall be considered probationary for a period of forty (40) worked days from the date of employment, excluding all time lost for any reason whatsoever. The Company may in its sole discretion extend the probationary period by a period of twenty (20) worked days by notifying the employee and the Union in writing of its intention to do so prior to the expiration of the initial period of forty (40) worked days.

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

## **ARTICLE 12 - JOB POSTING**

Section 1: The Company shall post notice of a permanent job vacancy within the bargaining unit for five (5) working 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 emailed to the Union representative. Copies of completed postings shall be emailed to the Union office within 10 working days of the bid award.

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

Section 6: If an employee is promoted to a higher paid classification the employee shall receive the rate of the higher classification, except if the increase which the employee would so receive is less than \$.25/hour, in which case the employee will receive an increase of \$.25/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 20 days worked in the new classification. If at any time during such trial period the Employer determines that the employee cannot meet the job requirements, the Employer may return the employee to that employee's former position. The employee so returned shall not suffer any loss of seniority. Also, if at any time during such trial



period the Employee determines that he/she does not wish to continue performing such job, that Employee, with notification to the Employer, may return to their former position. The employee so returned shall not suffer any loss of seniority. The decision to return the employee to their former position shall not be subject to any progressive discipline procedure.

## **ARTICLE 13 - LAY OFF AND RECALL**

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

Section 2: In the event of layoff, laid off employees shall have the ability to exercise their seniority in the following steps:

- By displacing a more junior bargaining unit employee in any classification in the bargaining unit;
- In order to exercise their seniority, the employee must have the immediate qualification(s), skill(s), and ability to perform the work available.

Section 3: Employees shall be given at least two (2) weeks' notice of lay off, or two (2) weeks of pay in lieu of said notice. However, this provision will not apply if the client gives the Employer less than two (2) weeks of notice of a food service operation's closing, or the closing of the client's operations. Upon request of the Union, the Employer shall provide the Union with notice from the client announcing the closure.

Section 4: Employees on layoff shall be recalled by seniority, by classification, provided the employee has the immediate qualification(s), skill(s), and the ability to perform the work available.

Section 5: Where a layoff is of a temporary nature not to exceed five (5) working days, the Company may lay off junior employee(s) by classification in the location and employees may not exercise their seniority to displace any other employee.

Section 6: For purposes of recall notification, the Employer shall notify the employee by email or by certified mail to their last known address supplied by the Employee. The Employer will also send an email copy to the assigned Union representative. Employees must notify the Employer within seven (7) business days of the date the message was received in regard to their intent to report to work. Employees shall report to work within three (3) working days after indicating their willingness to be reinstated.

## **ARTICLE 14 - 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 Employer 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

Employer'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. An additional 6 months may be granted upon written request the request must be made at least thirty days prior to the expiration of the original leave and will not be unreasonably denied. No more than two (2) employees (1 employee for small units) may be granted such leave at any one time. If applicable the Employer shall continue to pay for the employee's benefits during such leave provided that the Union and/or the employee reimburses the Employer in full for such benefits beginning on the first day of the month following the commencement of such leave. During such leave, the Employer 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 Employer 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 Employer 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.

## **ARTICLE 15- DISCIPLINE AND DISCHARGE**

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

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

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 severe misconduct, employees may be discharged without prior notice. Examples of severe misconduct include, but are not limited to, the following:

- a) Unauthorized possession, use, sale, or distribution of alcoholic beverages on Company or client premises; (Violations of ARAMARK'S Alcohol Policy will be handled in accordance with the terms and conditions of the Policy)
- b) Possession, use, sale or distribution of illegal drugs or other controlled substances;
- c) Theft;
- d) Gross Insubordination;
- e) Fighting;

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

Section 4: Attendance issues shall be considered on a separate disciplinary track from other issues.

Subsequent consecutive call-ins for the same illness or injury will not count as an additional occurrence;

Section 5: The Company shall furnish a copy of each warning notice to the employee with another copy to the Union.

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

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

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 16 and 17 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 retuning the lost Privileges;
- c) If the privileges cannot be regained by the employee, the Company shall meet with the Union to determine if there are other job openings with ARAMARK in the immediate area that can be filled by the employee.
- d) If there are no immediate openings as described above, the employee shall receive one (1) week of severance pay for every year of service to a maximum of four (4) weeks and shall have any insurance benefits continue for a period of sixty (60) days (if applicable).

## **ARTICLE 16 - GRIEVANCE PROCEDURE**

Section 1: A grievance will be defined as a specific difference, dispute, or complaint arising expressly from the interpretation, administration, application, or alleged violation of the terms of this collective bargaining agreement.

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

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 present the grievance, signed and in writing, to the Location Manager, or the designated management representative, within ten (10) working days of the event giving rise to the grievance or ten (10) working days from the time the employee or the union should reasonably have known of the occurrence of the event upon which the grievance is based. Failure to meet this time requirement will exclude the grievance from further consideration.

A Union Representative or Steward will meet with the Location Manager, or the designated management representative, within five (5) working days from the presentation of the written grievance to attempt to resolve the grievance, unless mutually agreed in

writing. The manager will have five (5) working days from the date of the Step 1 meeting to respond, in writing, to the grievance.

Step 2 - If the Union is not satisfied with the response in Step 1, the grievance must then be submitted by the Union Representative to the District Manager, or the designated management representative, within seven (7) working days of receipt of the Step 1 response. Failure to meet this time requirement will exclude the grievance from further consideration.

The parties will meet within seven (7) working days from the Step 1 answer of the grievance to attempt to resolve the grievance, unless mutually agreed in writing. The District Manager, or the designated management representative, will respond to the Step 2 appeal within seven (7) working days of the meeting.

Step 3 – If the parties are unable to resolve the grievance at Step 2 of the grievance procedure prior to filing a demand for arbitration, Aramark's Senior Director of Labor Relations, and Local 362's Staff Director or their designees, shall meet, in person or by phone, within a reasonable period of time in an effort to resolve the dispute. The Company shall have ten (10) days from the date of the meeting to provide the Union with its decision on the grievance.

Section 5: If the grievance is not resolved after the procedures in Step 3 have been completed, the parties, by mutual agreement, may refer the matter to nonbinding mediation through the FMCS. Such referrals shall occur within ten (10) calendar days after the Union receives the written response to the Step 3 meeting. This process will be conducted under FMCS jurisdiction and guidelines.

Section 6: Failing a satisfactory settlement of the grievance at Step 3, 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 3, or from the conclusion of Section 5 grievance mediation, whichever is applicable. Failure to meet this time requirement will exclude the grievance from further consideration.

Section 7: The parties agree to follow each of the foregoing steps in the processing of the grievance. If at any step the Company's representative fails to give the written answer within the time limit therein set forth, the Union may appeal the grievance to the next step at the expiration of such time limit. If the Union fails to comply with the time limits set forth in the grievance procedure, the grievance will be considered to have been abandoned. Notwithstanding the limitations set forth in this clause, either party may extend the time limits set out in the grievance procedure with the written agreement of the other party.

Section 8: A claim by an employee who has completed the probationary period that the employee has been discharged without just cause shall be treated as a grievance, if a written statement of such grievance is lodged with the District Manager or the designated management representative within ten (10) working days after the employee ceases to work for the Company. All preliminary steps of the grievance procedure prior to Step 2 will be omitted in such cases.

Section 9: The Company and the Union agree that the decision whether or not to retain probationary employees is at the sole discretion of the Company, The Company and Union

further agree that probationary employees shall not have access to the grievance and/or arbitration procedure for any matters with respect to disciplinary or discharge matters.

Section 10: 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 11: If the parties agree to hold a grievance meeting during the employee's and/or steward's regular scheduled working hours the employee and/or steward will be compensated at their regular straight-time hourly rate for time spent in the grievance meeting during their regularly scheduled hours.

## **ARTICLE 17- ARBITRATION**

Section 1: The parties shall attempt to mutually agree upon an arbitrator within thirty (30) days of the notice of intent to arbitrate. If they are unable to mutually agree, the Union shall within ten (10) days request the FMCS (with a copy of such request to the opposite party) to furnish the parties with a panel of impartial arbitrators who are members of the NAA (National Academy of Arbitrators) according to the rules then in effect for that organization.

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

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 Employer complied with the terms of this Agreement.

Section 6: The arbitrator may not award back pay for any time preceding the event which gives rise to a timely filed grievance.

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

## **ARTICLE 18 – HOURS OF WORK AND OVERTIME**

Section 1: Any hours worked by an employee in excess of forty (40) hours per work week, or as otherwise required by law, shall be compensated at the rate of time and one half (1-1/2) the employee's regular 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 Thursday to Wednesday. The Company will provide the Union with thirty (30) days notice in the event of changes to the pay cycle.

Section 4: The Company maintains the right to schedule shifts in accordance with work requirements.

Starting times, quitting times, shifts, and the arrangement of shifts shall be determined on an ongoing basis by the Manager subject to the following:

- a) Regular work schedules shall be posted at least two (2) weeks ahead of time, whenever possible.
- b) In the event that an employee's schedule is modified after it is posted, a supervisor will, if possible, communicate directly with the affected employee with regard to the schedule change.
- c) Seniority shall be taken into consideration in scheduling the hours of work in a classification.
- d) Schedule changes may be a topic of Labor Management meetings with both parties seeking to balance production requirements and employee stability.

Section 5: Nothing in this agreement or any work schedule shall be construed as a guarantee of the hours of work per day or any other period of time, or as a guarantee of starting or quitting times. Subject to the other provisions of this agreement, employees will only be paid for hours actually worked.

Section 6: An employee unable to report for work due to sickness or other justifiable reason shall notify the employee's immediate supervisor as early as possible, by leaving a message with a member of management or on the Company's designated telephone number for this purpose, but in any event not later than two (2) hours before commencement of the shift for which the employee was due to report unless circumstances beyond the employees control prevent such notification.

Section 7: The Company reserves the right to demand medical evidence of an employee's condition that renders him unable to report to work for a period of three (3) days or longer. The three (3) day period shall not apply in cases where there is a pattern of absences or excessive absences where the employee and the Union have been advised prior to the absence.

In addition, the Company reserves the right to send the employee for a second medical opinion, from a physician selected by the Company, at the Company's cost.

Section 8: In the event overtime or additional hours are required (subject to Article 7, Section

3), the Operations Manager or his designee shall use the procedures below in the order in which they appear:

- a) employees in the affected classification will be offered the overtime in order of seniority
- b) 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. Prior to requiring employees to work under section (b) the Company may solicit volunteers from other classifications by seniority who have the qualification(s), skill(s) and ability to perform the work.

Section 9: 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.

Section 10: 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, the 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.

## **ARTICLE 19 - WAGE RATES AND CLASSIFICATIONS**

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

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

Section 3: Employees may participate in the Employer'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 Employer.

Section 5: The Employer has the right to establish new job classifications. The employer shall give the Union seven (7) days notice of its intent to implement a new classification and the rate of pay for the new classification. Upon request, the employer will provide the Union with the opportunity to negotiate the proposed pay rate prior to implementation, the employer after the seven days' notice has expired may proceed with implementing the new classification and rate of pay while the parties negotiate.

Section 6: The Employer shall pay Employees assigned to train other Employees a training premium of \$1.00 per hour during approved training periods for all actual training hours.



Section 7: The Employer shall pay Employees a lead premium of \$2.00 per hour during approved training periods for all actual hours worked in a lead capacity.

## **ARTICLE 20 - REPORTING PAY**

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

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

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

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

## **ARTICLE 21 - CALL IN EMERGENCY**

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

Section 2: Payment for time worked on call-in emergency shall not be less than four (4) hours at the employee's regular straight-time hourly rate. Employees shall perform any such tasks as assigned so long as they fall within the scope of the bargaining unit.

## **ARTICLE 22 – HOLIDAYS**

Section 1: The following holidays will be observed under this Agreement: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve. In order to use a floating holiday an employee must give two weeks' notice.

Section 2: In order to be eligible for holiday pay, employees must be regularly scheduled to work at least 30 hours per week, and must have worked the last scheduled workday before and the first scheduled workday after the holiday, unless prior approval is granted.

Section 3: An employee who is eligible for holiday pay and who works on a scheduled holiday will receive time and a half for all hours worked.

## **ARTICLE 23 – VACATIONS**

Section 1: Associates who are regularly scheduled to work at least 30 hours per week are

eligible for paid vacation time. Vacation begins to accrue on the last day of each month following three full months of employment. Accrued vacation may be used after one year of employment.

Section 2: Annual vacation accruals are based on years of service. Associates will stop accruing vacation once they reach the maximum days available, and vacation accruals will resume once vacation time has been used. The chart below summarizes the accrual schedule and maximum allotment of vacation for eligible employees.

<b>Service Completed</b>	<b>Vacation Hours Earned Per Month</b>	<b>Vacation Hours Earned Per Year</b>	<b>Maximum Vacation Hours Available</b>
1 through 3 years	3.33	40	80
3 through 7 years	6.67	80	120
7+ years	10	120	160

Section 3: Use of vacation time should be requested two weeks in advance for scheduling and approval by your manager. While vacation is typically used for rest, relaxation and personal activities, it can be used for any purpose.

Section 4: Vacations must be staggered to ensure sufficient coverage. Aramark may deny a request for vacation in its reasonable discretion based on the business needs of the location at that time.

## **ARTICLE 24 – PAID TIME OFF (PTO)**

Section 1: Employees who are regularly scheduled at least 30 hours per week are eligible for PTO.

Section 2: Eligible associates accrue ½ days monthly up to a total of 24 hours per year, with a carryover maximum of up to 24 hours.

Section 4: Eligible associates begin to accrue PTO after 1 month of employment

Section 5: Eligible associates may use PTO for occasional illness/injury or preventative medical care (the associates' or a family member's) for activities (e.g., legal proceedings, treatment, relocation, etc.) relating to an associate's or family member's status as a victim of domestic violence/sexual assault, for other personal business or for any reason protected under applicable law. PTO time cannot be used for inclement weather or if location is closed.

Section 6: When an associate leaves the Company, accrued but unused PTO is not paid out except as required by applicable law.

## ARTICLE 25 – PENSION AND EDUCATION FUND

**Section 1:** The Company agrees to contribute as indicated below for each employee who works thirty (30) or more hours per week, for all hours worked to the Adjustable Plan of the UNITE HERE Retirement Fund:

		1/1/27
Pension		.25

**Section 2:** After one year of service, all eligible employees may elect to participate in the Aramark hourly 401(k) plan. The features of the Plan (service provider, loan and withdrawal provisions, and available investments) may change at any time according to changes applied to all Aramark employees, or as required to meet legislative changes. All investment and administrative fees shall be paid by the employee. Current employees are immediately eligible. Employees hired after the date this Agreement becomes effective will become eligible completion of one (1) year of service.

## ARTICLE 26 – HEALTH INSURANCE

### **Section 1. Trust and Reporting Language.**

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

In addition to providing the monthly report and payment set forth above, the Employer must report to the Fund, by no later than 10am on the last business day of the month, any changes in the status of an employee that may affect that employee’s coverage (for example, terminations, layoffs, new hires and newly eligibles). Since the Fund generally cannot rescind coverage, if the Employer fails to timely report a change that would otherwise terminate coverage, the Employer must pay the entire contribution for that employee (including any co-premium normally paid by the employee) for each additional month until the status change is reported to the Fund. If the Employer timely reports a change that would otherwise terminate coverage, the Employer will receive a credit for any applicable monthly payment submitted during the month of change. The Employer agrees to submit the electronic payments and reports in a format approved by the Fund or directly via the Fund’s online system. The parties acknowledge that an Excel spreadsheet with the required data fields and payment via ACH are approved formats. The Union and Employer acknowledge that the Employer’s late report may result in a delay in the benefits of otherwise eligible employees.

The Employer and the Union agree to be bound by the Agreement and Declaration of Trust (“Trust Agreement”) of the Fund as may, from time to time, be amended, and they do hereby irrevocably designate as their respective representatives on the Board of Trustees, such Trustees named in said Trust Agreement as Employer and Union Trustees, together with their successors selected as provided therein, and agree to abide and be bound by all procedures established and

actions taken by the Trustees pursuant to said Trust Agreement. Any provision in this Agreement that is inconsistent with the Trust Agreement, or the Plan of Benefits, rules, or procedures established by the Trustees, shall be null and void.

**Section 2. General Provisions.**

The Employer shall contribute to the Fund for all eligible employees. An eligible employee is defined as an employee who regularly works thirty (30) hours or more a week.

The Employer will begin making contributions to the Fund for eligible employees upon the earlier of:

- (a) the first of the month following two (2) months of employment; or
- (b) completion of 1,020 hours of service.

**Section 3. Monthly Employer Contributions.**

**A. Medical.** The Employer shall contribute the monthly sums stated below for all eligible employees who elect one of the following medical plans:

**(i) Silver Plus PPO Plan:**

<u>Effective Date</u>	<u>Single</u>	<u>Single + Spouse</u>	<u>Single + Child(ren)</u>	<u>Family</u>
01/01/25	\$603.77	\$1,287.68	\$1,007.11	\$1,788.45
01/01/26	\$603.77	\$1,287.68	\$1,007.11	\$1,788.45
01/01/27	Increase in monthly medical contribution as determined by Fund			

**(ii) Gold Plus PPO Plan**

<u>Effective Date</u>	<u>Single</u>	<u>Single + Spouse</u>	<u>Single + Child(ren)</u>	<u>Family</u>
01/01/25	\$747.42	\$1,594.06	\$1,246.74	\$2,213.99
01/01/26	\$747.42	\$1,594.06	\$1,246.74	\$2,213.99
01/01/27	Increase in monthly medical contribution as determined by Fund			

**B. Dental HMO.** The Employer shall contribute the monthly sums stated below for all eligible employees who elect the Dental HMO plan:

<u>Effective Date</u>	<u>Single</u>	<u>Single + Spouse</u>	<u>Single + Child(ren)</u>	<u>Family</u>
01/01/25	\$16.15	\$39.86	\$38.48	\$55.38
01/01/26	\$16.15	\$39.86	\$38.48	\$55.38
01/01/27	Increase in monthly dental contribution as determined by Fund			

**C. Vision.** The Employer shall contribute the monthly sums stated below for all eligible employees who elect the Vision plan:

<u>Effective Date</u>	<u>Single</u>	<u>Single + Spouse</u>	<u>Single + Child(ren)</u>	<u>Family</u>
01/01/25	\$6.97	\$12.65	\$13.27	\$20.48
01/01/26	\$6.97	\$12.65	\$13.27	\$20.48
01/01/27	Increase in monthly vision contribution as determined by Fund			

**D. Life Insurance and AD&D (\$10,000 / \$10,000)**

The Employer will submit Life and AD&D monthly contributions to the Fund for all eligible employees, including those who decline Medical coverage, at the following monthly rates.

<u>Effective Date</u>	<u>Rate</u>
01/01/25	\$1.90
01/01/26	\$1.90
01/01/27	Increase in monthly dental contribution as determined by Fund.

**E. Short Term Disability (STD). (\$300.00 per week benefit; maximum of 26 weeks)**

The Employer will submit Short Term Disability monthly contributions to the Fund for all eligible employees, including those who decline Medical coverage, at the following monthly rates.

<u>Effective Date</u>	<u>Rate</u>
01/01/25	\$14.74
01/01/26	\$14.74
01/01/27	Increase in monthly STD contribution as determined by Fund.

**F.** Effective January 1, 2026 through the remainder of the CBA, the Employer agrees to contribute the contribution rates necessary for the above mentioned options in Section 3 of this Article, as appropriate and as determined by the Fund, to sustain benefits. The parties agree and understand that, if the appropriate welfare contribution rates are not paid, the Trustees of the Fund may eliminate benefits to otherwise eligible participants and terminate the employer's participation pursuant to the Fund's Minimum Standards.

**Section 4. Employee Co-premiums**

Medical: The employee percentage share of the monthly premium for those who elect coverage shall be as follows:

<b><u>Silver Plus PPO</u></b>	Effective 1/1/2025	Effective 1/1/2026	Effective 1/1/2027
Single	10%	10%	10%
Single + Child(ren)	15%	15%	15%
Single + Spouse	20%	20%	20%
Family	20%	20%	20%

<b><u>Gold Plus PPO</u></b>	Effective 1/1/2025	Effective 1/1/2026	Effective 1/1/2027
Single	15%	15%	15%
Single + Child(ren)	17.5%	17.5%	17.5%
Single + Spouse	20%	20%	20%
Family	20%	20%	20%

### **Dental HMO**

For all levels of coverage throughout life of CBA 15% of cost of monthly premium

### **Vision**

For all levels of coverage throughout life of CBA 15% of cost of monthly premium

The employee share of the premium will be deducted each week through payroll deduction.

The employee's weekly deduction will be calculated based on the total annual amount owed by the employee divided by fifty-two (52).

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.

### **Section 5. Election, Enrollment and Waiver.**

The parties agree that employees cannot waive coverage in exchange for wages or some other type of benefit.

The parties agree that an employee may only change his or her enrollment election during the Open Enrollment period of each year of the Agreement or such other times as allowed by applicable federal law. An employee who enrolls in coverage will automatically be enrolled in the same level of coverage each subsequent enrollment period, unless he or she elects to change their level of coverage during Open Enrollment.

For any coverage level for which there is an employee co-premium, the Employer is required to remit contributions to the Fund for those employees who enroll in the Fund and agree to remit the required co-premium via payroll deduction. Eligible employees who wish to enroll in the Plan shall do so in accordance with the Fund's policies, including but not limited to, signing an Election Form or enrolling telephonically. The Employer is required to keep a copy of either the telephonic confirmation letter or signed election form, as applicable. Such form shall be retained with the employee's file and made available to the Fund upon request.

### **Section 6. Mandatory Health Care Meetings.**

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.

1. 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;
2. 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;
3. Such meeting shall be no less than thirty (30) minutes, but may be added to the beginning or end of an existing mandatory employee meeting;
4. Only those employees who are eligible to participate in the UNITE HERE HEALTH Food Service Plan will be required to attend;
5. Employees attending such meeting will be paid at their normal hourly rate;
6. The meeting will be run by staff from UNITE HERE HEALTH and/or the Union.
7. 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;
8. 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 7. Waiver**

Eligible employees who provide proof of other medical coverage will be permitted to waive participation in the Fund in accordance with the terms of this section. Upon receipt of such proof, the Employer will not be required to make contributions and no coverage will be provided for employees who voluntarily waive coverage. All eligible employees who are covered under another medical insurance plan or program and who do not desire to participate in the Fund shall sign a form waiving their rights to participate in the Fund until such waiver is properly revoked. Waiver of coverage will be prospective only. Proof of voluntary waiver must be provided to the Employer. The Employer is required to keep such proof with the employee's file and such proof shall be made available to the Fund upon reasonable request. Absent proof of voluntary waiver of coverage, and proof of other insurance, eligible employees who have met the minimum hour requirements must be enrolled in accordance with this article and the rules of the Fund and contributions paid to the Fund.

## **ARTICLE 27 - BEREAVEMENT LEAVE**

Section 1: This benefit is available for employees who have completed probation prior to the death of a covered family member.

Section 2: In the event of death in the immediate family of an employee, bereavement leave with pay will be permitted for a maximum period of three (3) scheduled workdays for the purpose of bereavement and/or attending the funeral and providing for matters incident to the death. Such absences shall be permitted within three (3) calendar days prior to or following the funeral. Employees shall be paid at their regular rate of pay times their regular hours worked. To be eligible for such pay, employees will be required to furnish proof of attendance at the funeral and relation to the deceased if so requested by the Company.

Section 3: For the purposes of this Article, the term "immediate family" shall be defined as current husband, current wife, legally recognized current domestic partner, children or stepchildren, parents or legal guardian, stepparents, brother, sister, grandparents, grandchild, current mother-in-law, and current father-in-law.

Section 4: If an employee must travel to a funeral that is two hundred and fifty (250) miles or more outside of Orlando, FL an additional one (1) day of unpaid leave will be granted.

## **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.

Section 2: The Company's obligation for pay as described in Section 1 above shall be limited to twenty (20) workdays per calendar year.

## **ARTICLE 29 – 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: Upon ratification, and thereafter, the company agrees to furnish all non-probationary employees with five (5) uniforms of a wash and wear type material at no cost to the employee. Uniforms worn out from normal use shall be replaced by the Company upon receipt of the uniform at no cost to the employee. The employees must wear other clothing and footwear as determined by the Employer.

Section 3: If the Employer provides uniforms, then employees will be required to launder and maintain the uniforms.

Section 4: If an employee destroys, damages, or loses their uniform, the employee will be responsible for the cost of replacement.

Section 5: Employees must wear the uniform as directed by the Employer. Except for a one and a half inch Union button as provided in this Agreement, no non-uniform apparel shall be worn.

## **ARTICLE 30 – NO STRIKE/NO LOCKOUT**

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

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

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

- a) Disavow such action by the employees.
- b) Advise the Company, in writing, that such action by the employees has not been called or sanctioned by the Union.

- c) Notify employees of its disapproval of such action and instruct such employees to cease such action and return to work immediately.

Section 4: Any employee who promotes, advocates, leads, encourages or participates in any strike, sympathy strike, sit-down, slow-down, sit-in, picketing, cessation, interruption, boycott, or other interference with the operations of the Company while this Agreement is in effect shall be subject to discharge by the Company, without review under the grievance and arbitration procedures, provided an employee who violates any of the provisions of this Article will be subject to discipline up to and including discharge within the sole discretion of the Company, and without recourse to the arbitration procedure (an employee may arbitrate whether he or she committed a violation of this Article but not the disciplinary action taken by the Company when a violation has occurred).

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

#### **ARTICLE 31- SAVINGS CLAUSE**

Section 1: It is the intent of the parties to abide by all applicable federal, state and local statutes covering the subject matters of this agreement. Should any provision of this agreement be declared illegal all other provisions of this agreement shall remain in full force and effect and the parties agree, upon written request of either party, to meet and discuss the invalidated provision.

#### **ARTICLE 32 - DURATION OF AGREEMENT**

3/17/25

Section 1: This Agreement shall be effective from ratification through and including December 31, 2028.

Section 2: This contract shall automatically renew from year to year after December 31, 2028 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.

#### **ARTICLE 33 – LOSS OF BUSINESS**

Section 1: Aramark will notify the Union if it loses the business at Lockheed Martin Orlando when it is permitted to do so by Lockheed Martin Orlando.

Section 2: In the event that the Company loses the business at Lockheed and it is permitted to advise the Union the Company will:

- a) immediately provide the Union a complete list of all employees in the bargaining unit including name, address, phone number, job classification, date of hire, classification

seniority date, wage rate, health insurance election and dental insurance election.

- b) Provide an updated list of the information in (a) above on its last day of operation.

## **ARTICLE 34 - MISCELLANEOUS**

Section 1: At all times during their employment, each employee will be required to comply with all applicable government, client, and any and all other statutory-related regulations of which they are made aware of by the Employer and in effect at the signing of this agreement and those created and/or implemented after the signing of this agreement.

Section 2: The Company shall have the right to install and monitor photographic, audio, and/or video recording equipment at any and all times at all client locations, with the exception of inside locker and/or restroom facilities, as deemed appropriate by the Company.

Section 3: Any employee, who is required to utilize their own vehicle on Company time and business to travel off the client location, shall receive a mileage allowance at the rate of the prevailing ARAMARK corporate rate in effect.

Section 4: No employee shall have their wages or benefits reduced as a result of the signing of this Agreement unless mutually agreed upon by the parties.

## **ARTICLE 35 - IMMIGRATION, DIVERSITY AND CIVIL RIGHTS**

### Section 1: Employment and Pre-Employment Background Checks

- a) The Employer shall not condition the continued employment, transfer or promotion of any bargaining unit employees on a review of the employee's credit history or reports derived from the employee's credit information. Notwithstanding the above, the employer may conduct a review where the position has been designated "safety sensitive" by the Employer, subject to applicable legislation.
- b) The Employer will not require about, or require an employee, as a condition of continued employment, transfer or promotion, to disclose or reveal an arrest or criminal accusation that did not result in a conviction or that is not currently pending. The Employer may not obtain such information through application forms, interviews, or criminal history checks.
- c) Subject to applicable legislation, nothing in this Article shall prohibit the Employer from investigating accusations of criminal conduct and/or arrests. Any disciplinary action arising from the investigation is subject to the grievance and arbitration procedure. The Employer and employees shall comply with all client security rules and regulations.

### Section 2: Voting

Full time employees who are scheduled to work on a voting day and lack sufficient time outside scheduled work hours to vote in local, state and federal elections may take up to two (2) hours off work with pay for this purpose. Paid time off will be provided at the beginning or end of the employee's regular shift, whichever will allow the most free time for voting and the last time off of work. Employees requiring time off must notify their supervisor one week before voting and must present a voter's receipt to their supervisor upon return to work from voting.

### Section 3: Incarceration

- a) Incarceration for up to thirty (30) days, on its own, does not provide just cause for disciplinary action.
- b) Employees who have been incarcerated will make every effort to comply with the

Employer's notification procedures, regarding their absence from work, but shall be permitted to have such notice provided by another person acting on behalf of the employee.

- c) An incarcerated employee must be excused from providing notice regarding each scheduled shift, but must provide timely notice of the period of absence from work due to incarceration, and either return to work at the conclusion of that period, or notify that Employer prior to the end of that period and establish a new date for return to work.
- d) An incarcerated employee, who is released to return to work within thirty (30) days of the original absence caused by incarceration and has met the requirements of this section, shall be returned to work without loss of seniority or other privileges of employment. Such return is further subject to client security regulations, policies and practices. Employees must provide proof of incarceration for the relevant time period.
- e) Nothing in this Article shall be construed to diminish the Employer's right to suspend an employee pending the outcome of a criminal proceeding, and to terminate an employee on the basis of the employee's conviction in a criminal proceeding, when there is just cause for such action. Nothing in this Article shall prohibit the Employer's right to investigate accusations of criminal conduct and/or arrests and to discipline (up to and including termination) the employee based on the conduct underlying the arrest or incarceration, subject to applicable legislation and subject to the grievance and arbitration procedure.

#### Section 4: Immigration Rights

- a) Non-discrimination: No employees covered by this Agreement shall suffer loss of seniority, compensation, or benefits solely due to any legally documented changes in the employee's name or social security number, provided that the new social security number is valid and the employee solely because the employee is subject to an immigration proceeding where the employee is otherwise permitted to work.
- b) Workplace Immigration Enforcement: The employer shall: unless objected to by the affected employee, notify a representative of the Union as soon as practical if the Employer receives a no-match letter from the Social Security Administration, or is contacted by the Department of Homeland Security (DHS) (formerly the INS) related to the immigration status of an employee covered by this Agreement, or if a search and/or arrest warrant, administrative warrant, subpoena, or other request for documents is presented, in order that the Union can take steps to protect the rights of its members. The Union agrees that it shall keep confidential any information it obtains pursuant to this provision and that it will use any such information solely to represent and/or assist the affected employee(s) in regards to the DHS matter.
  - i. Refuse admittance of any agents of the DHS who do not possess a search and/or arrest warrant, administrative warrant, subpoena or other legal process signed by a federal judge or magistrate, unless the Employer is otherwise required by law to admit such persons.
  - ii. Permit inspections of I-9 forms by DHS or DOL only after a minimum of three (3) days written notice, or other such period of time as provided by law, or where such inspection is otherwise in accordance with the provisions of this Section. The Employer also shall permit inspection of I-9 forms where a DHS search and/or arrest warrant, administrative warrant, subpoena, or other legal process signed by a federal judge or magistrate specifically names employees, or requires the production of I-9 forms. The Employer shall not provide documents other than the I-9 forms to the DHS for inspection or reveal to DHS the names, addresses or immigration status of any employees in the absence of a valid DHS administrative

- subpoena, or a search warrant or subpoenas signed by a Federal Judge or magistrate, or where otherwise required by law.
- iii. To the extent legally possible, the Employer shall offer a private setting for questioning of employee by DHS.
- c) Reverification of Status
- i. No employee continuously on or before November 6, 1986, shall be required to document immigration status.
  - ii. The Employer shall not require or demand proof of immigration status, except as may be required by 8 USC Section 13248(1)(B) and listed on the back of the I-9 form or as otherwise required by law.
  - iii. In the event of a sale of the business or its assets, the Employer shall offer to transfer the I-9 forms of its employees to the new employer or, at the Employer's option, to jointly maintain the I-9 forms of its employees with the successor employer for the period of three (3) years, after which the successor employer shall maintain said forms.
- d) Social Security No Match Letters: In the event that the Employer receives notice from the Social Security Administration (SSA) that one (1) or more of the employee names and Social Security numbers (SSN) that the Employer reported on the Wage and Tax Statements (Forms W-2) for the previous tax year do not agree with SSA's records, the Employer agrees to the following:
- i. The Employer agrees that it will not take any adverse action against any employee listed on the notice, including firing, laying off, suspending, retaliating, or discriminating against any such employee, solely as a result of the receipt of a no-match letter, and
  - ii. The Employer agrees that it will not, unless required by law, require employees listed on the notice to bring in a copy of their Social Security card for the Employer's review, complete a new I-9, or provide new or additional proof of work authorization or immigration status, solely as a result of the receipt of a no-match letter, and
  - iii. The Employer agrees not to contact the SSA or any other governmental agency, solely as a result of receiving a no-match letter from the SSA, unless required by law.
- e) Seniority for Immigration Related Issues
- i. In the event that an employee is not authorized to work in the United States following his/her probationary period, and his/her employment is terminated for this reason, the Employer agrees to immediately reinstate the employee to his/her former position, without loss of prior seniority (i.e., seniority, vacation or other benefits do not continue to accrue during the period of absence) upon the employee receiving proper work authorization within twenty-four (24) months from the date of termination.
  - ii. If the employee needs additional time to obtain his work authorization, the Employer will rehire the employee into the next available opening in the employees' former classification as a new hire without seniority, upon the employee providing proper work authorization within a maximum of twenty-four (24) additional months. The parties agree that such employees would be subject to a probationary period in this event.
  - iii. The Employer will furnish a personalized letter stating the employee's rights and obligations under this Section to any employee terminated because he/she has not provided adequate proof he/she is authorized to work in the United States.

- f) Legality: The Union and the Employer agree that this agreement shall not be interpreted to cause or require the Employer to violate IRCA, 8 USC Section 1324a or any other applicable law.
- g) Unpaid Leave: Upon request, employees shall be released for a total of five (5) unpaid working days during the term of this Agreement in order to attend Bureau of Citizenship and Immigration Services (BCIS) proceedings and any related matters for the employee or members of his or her immediate family the employee is seeking to bring to the United States. Immediate family shall be defined as: parent, current spouse, domestic partner, grandparent, child, stepchild, sibling, and parent-in-law. The Employer may request verification of such absence.
- h) Paid Citizenship Holiday: On the day that an employee is sworn in as a U.S. citizen, the employee will be excused from work and will be compensated for all lost time at the same rate used for holiday pay.

#### Section 5: Ethnic Diversity and Cultural Issues

- a) The parties recognize that many recent immigrant workers are employed by the Employer, and are a vital element of the success of the facility. While English is the language of the workplace, the Employer recognizes the right of employees to use the language of their own choice among themselves when not in the presence of customers.
- b) The Employer is committed to a program to improve its ability to communicate with employees who do not communicate in English. To that end the Employer agrees:
  - i. It will, where feasible, provide training materials, program announcements, and bulletin board notices where practical, in both English and Spanish, the parties will meet to discuss the possibility of other languages.
  - ii. Where there is a communication difficulty with a particular employee, upon request, the Company will provide a translator chosen by the employee to facilitate communication, so long as;
  - iii. The employee is on the premises at the time requested or will be available within twenty-four (24) hours in which case the meeting will be held at that time;
  - iv. The employee translates the communication of both sides so that there is a full understanding by both parties of the verbal exchange;
  - v. Said translator may be the Union steward who shall function both as translator for both parties and advisor to the employee;
  - vi. If the translator is not the steward, he/she shall translate for both sides, but shall not function in the role of the steward.
- c) The Employer is committed to a diverse workforce, consistent with practicing equal employment opportunity and engaging in affirmative efforts to maintain an environment that supports and encourages the contribution of all employees. The parties will strike to achieve a workplace environment respectful of the diverse cultures of the workforce. The Employer and the Union are proud of the diversity of the workforce and the benefits that diversity brings to the industry. As part of this commitment, the Employer will work with the Union to inform and educate members of underrepresented communities about job and career opportunities with the Employer. Actions taken by the Employer in accordance with its current Affirmative Action Plan may also meet goals of the outreach program. In no event shall the Employer be required to act contrary to its Affirmative Action Plan, nor shall its Affirmative Action Plan or actions taken pursuant to that plan be subject to the grievance and arbitration provision of this Agreement.

#### Section 6: Training

- a) Within ninety (90) days of the ratification of this Agreement the parties agree to meet in conjunction with the FMCS, if possible and develop a Joint Labor Management Training for all Shop Stewards, Union Representatives, Supervisors and Managers at Aramark accounts covered by this Agreement.
- b) The training will be used for a one day paid training each year to train the parties on the enforcement provisions of the Immigration, Diversity and Civil Rights Section of this Agreement and any other section that is jointly agreed.

## **ARTICLE 36 - TECHNOLOGICAL CHANGE**

Section 1: If the employer intends to introduce technological changes, the Employer shall provide thirty (30) days' notice to the Union 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 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 (i.e.  $2\frac{3}{4}$  years =  $2\frac{3}{4}$  weeks' pay);
- b. Any new job 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;
- c. Employees who elect to receive severance at the outset or at the end of the 12-month period waive their seniority rights including any recall rights.
- d. Either party may request to re-open the Collective Bargaining Agreement one year after ratification for the sole purpose of negotiating over Technological Changes. All other provisions/articles, with the exception of no strike/no lockout of the CBA will remain in effect.
- e. In the event the parties bargain different language applicable on a national basis the language will be applied hereto.
- f. If either party desires to reopen they will send written notice at least sixty (60) days but no more than ninety (90) days prior to December 31, 2028.



## APPENDIX "A" (WAGES)

### Section 1. Classification Minimum Start Rates:

Job Classification	Upon Ratification	Effective 1/1/26	Effective 1/1/27	Effective 1/1/28
Cook	21.50	22.50	23.50	24.50
Lead Cook	23.50	24.50	25.50	26.50
Barista	18.00	19.00	20.00	21.00
Lead Barista	19.50	20.50	21.50	22.50
Cashier	18.75	19.75	20.75	21.75
FSW	18.75	19.75	20.75	21.75
Utility	18.00	19.00	20.00	21.00
Catering Service Worker	18.00	19.00	20.00	21.00
<i>ATB</i>	<i>See below</i>	<i>\$1.00</i>	<i>\$1.00</i>	<i>\$1.00</i>

Upon ratification, employees shall receive the job classification rate or the start rate whichever is greater.

Section 2. If the Florida minimum wage is increased during the life of this Agreement, the parties shall meet for the limited purpose of establishing new start rates.

For the company:

Brooke Bass, Aramark

Date: 4/18/25

For the union:



Date: 4/18/25

Aramark and Unite Here Local 362

Side Letter #1: Security Access

Contractor badges will be provided to authorized union representatives in accordance with client security policies.

For the company:

Brooke Bass, Aramark

Date: 4/18/25

For the union:



Date: 4/18/25