

# **AGREEMENT**

**BETWEEN**

**ARAMARK CAMPUS, LLC  
D/B/A  
LORAS COLLEGE  
UNIT # 1165**

**AND**

**TEAMSTERS LOCAL  
UNION NO. 120**

**EFFECTIVE: September 1, 2019**  
**EXPIRING: August 31, 2021**

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## **AGREEMENT**

Aramark Campus, LLC, Loras College, Dubuque, IA, hereinafter referred to as the "Employer", and the Teamsters Local 120 hereinafter referred to as the "Union", agree to be bound by the following terms and provisions covering wages, hours and all other working conditions.

### **ARTICLE 1 – RECOGNITION**

The Union shall be the sole and exclusive representative of those classifications of employees covered by this Agreement in collective bargaining with the Employer.

New employees shall be employed only on a ninety (90) day trial basis, during which time they shall either be dismissed with or without just cause and without further recourse to the grievance procedure; or at the end of the ninety (90) day trial period, placed on the regular seniority list. It is understood, however, that this clause shall not be used to defeat the provisions of this Contract by systematically preventing otherwise competent and qualified employees from gaining status as a regular employee.

It is understood and agreed by the parties to this Agreement that any controversy arising over the interpretation or application of, or adherence to, the provisions of this Article shall be subject to or covered by the terms of the Grievance Procedure of this Contract.

All present employees who are members of the Local Union on the effective date of this Agreement or on the date of execution of same, whichever is the later, shall remain members of the Local Union in good standing. All present employees who are not members of the Local Union and all employees who are hired hereafter shall become members in good standing of the Local Union on and after the thirty-first (31<sup>st</sup>) day following the beginning of their employment or on and after the thirty-first (31<sup>st</sup>) day following the effective date of this Article, whichever is the later.

The preceding language shall be subject to applicable State and Federal laws, and shall not be effective retroactively.

### **ARTICLE 2 – WORK RULES**

The Employer expressly reserves the right to make reasonable work rules relating to proper conduct and safety of its employees. The Employer may add, delete, or amend reasonable work rules, as it deems necessary. The Union will be notified of all such work rules and changes. Said work rules will be discussed between the parties.

### **ARTICLE 3 – MAINTENANCE OF STANDARDS**

The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and contractual working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement, and that the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

## **ARTICLE 4 – SENIORITY**

Seniority shall prevail at all times in each location covered by this Agreement with the understanding that the Employer shall, at all times, have the definite right to determine the number of employees to be employed in each location and classification of work.

It is agreed that the Employer shall and does recognize seniority rights in accordance with length of continuous employment with the Employer at the Loras College, Dubuque, Iowa facility. When layoffs occur, the least senior employee in the bargaining unit shall be laid off first. In regard to returning to work, the individual last laid off shall be first returned, and this procedure shall continue to be followed. The Employer agrees that they will offer voluntary layoffs to senior employees who request the time off.

Work will be offered by seniority. Senior employees within the classification may work, junior employees within the classification must work so that the Employer can fulfill its obligation to Loras College. People outside the classification will be afforded work by seniority. Employee must be qualified to perform the work. This does not prevent the Employer from using outside sources for help if not enough staff is available to perform the work.

When the Employer needs the full complement of workers during any special event, the employees will work their regular bid positions. No employee will be allowed to bump into another position unless their job is eliminated by the Employer or they are bumping to avoid lay off.

During Summer Camps, Aramark will notify the Union on the number of bargaining unit positions that will be needed to cover the camps, along with the numbers of student workers needed. In the event not enough student workers are available, Aramark will offer the work to bargaining unit employees. The number of student workers assigned to work at the camps shall be determined by Loras College and may change based on the College demands.

Once Aramark has determined the number of employees needed to work the summer, they shall offer the open hours by seniority to the qualified employees within the classification of workers needed. If there is not enough qualified employees within the classification accept the summer hours, these hours will be offered by seniority to employees outside the classification. If, after offering the hours outside the classification still does not fill the open hours needed, the Employer may force the least senior employees within the classification where the open hours assist to fill these hours. In the event that Loras College does not provide enough students to work the summer hours, Aramark will offer the student hours to current bargaining unit staff before using temporary employees.

Overtime shall be offered in the classification by seniority if qualified and then offered out of the classification by seniority if qualified. No employee is required to work two (2) shifts in any one (1) day.

When it becomes necessary to work additional hours to cover weekend hours, those hours will be offered by seniority as outlined in this Article, but at no time will any employee be forced to work more than two (2) weekends per month. Once an employee has worked two (2) weekends in a month, they may pass on the additional hours and the next person in line of seniority will be forced to work.

The Employer shall prepare a complete and correct seniority list each six (6) months. A copy of said seniority list is to be posted on the appropriately located bulletin board, and a copy of it sent to the appropriate Local Union.

The Employer will notify the Union promptly by letter, of the name and date any employee leaves the service of the Employer.

A leave of absence or layoff shall not be deemed to break the continuity of employment for purposes of seniority, provided such leave of absence or layoff does not exceed a period of twenty-four (24) continuous months. Seniority during layoff can be extended by the employee requesting an extension of seniority in writing, to the Employer during the thirty (30) day period immediately prior to the expiration of the twenty-four (24) month period and each succeeding twenty-four (24) month period. All requests to be sent by certified mail, return receipt requested. Such extension request must be agreed to by the Employer to be effective.

In the event of a reduction in any position, the affected employee shall have the right by seniority to bump the least senior employee within the same sub-classification. If there is no junior employee in the same sub-classification, then the affected employee may bump the least senior employee within the same classification. If there is no junior person within the same classification, the affected employee may bump the least senior employee within the unit, or may select an open position, if available. When a reduction occurs and an employee chooses to bump, they shall bump by the following guidelines along with the guidelines listed above:

- Full time employees may bump full time employees.
- Full time employees may bump part time employees.
- Part time employees may bump only part time employees.

In the event of a layoff, an employee so laid off shall be given five (5) working days notice of recall mailed to his/her last known address. In the event the employee fails to make themselves available for work by the end of said five (5) working days after receipt of the letter, employee shall lose all seniority rights and his/her employment shall terminate under this Agreement. This notice shall be sent by certified mail, return receipt requested.

#### **ARTICLE 5 – JOB BIDDING**

Vacancies or new jobs are to be filled on the basis of seniority and qualifications among employees bidding for such job. Open jobs are to be posted on the bulletin board for bids for a period of five (5) full working days, excluding Saturday, Sunday and holidays. A copy of bid posting shall be sent to the Local Union on the day such posting goes up. The position shall indicate the Job Title, hours of work and days scheduled to work, and a basic description of the job duties. If an employee bids from another classification, the Employer shall have the right to establish reasonable qualifications. Any question over qualifications will be discussed between the Employer and Union.

In the event the Employer changes the hours and or the job duties of the position once an employee has been appointed such position, the effected employee shall have the right to bump to another position as per Article 4 Seniority. In the event Aramark creates Lead Workers in any classification, such positions shall be posted for bid as outlined above.

Employees who have properly bid on an open position, shall be notified within five (5) working days after the posting has been taken down as to whether they received the position. If they did not receive the position, Management shall inform the other bidders if any, why they did not receive the open bid. If the successful bidder is not assigned to their newly bid position within three (3) weeks, any increase that the employee would have received based on the new position will be added to the hourly rate immediately.

In the event that a senior employee comes to a point that they are unable to perform their bid position, the Employer, the Union and the employee will meet to discuss options for the employee if they are interested in and able to perform a different position.

An employee who is given a job as a result of his/her bidding same shall be given a ten (10) working day trial period on the job. If at the end of such ten (10) working day trial period, the employee is not qualified for the job, or voluntarily disqualifies himself or herself, they shall be returned to their old job without loss of seniority.

When an employee bids or bumps into a different classification, their hourly rate shall be determined by the percentage that their current hourly rate is above the base rate in their current position. For example, if the employee's rate is fifteen percent (15%) above the base rate in their current position and they bid or bump into a different classification, their new hourly rate shall be at fifteen percent (15%) above the base rate in the new classification.

If a job opening is created as a result of the transfer of a successful bidder to the first posted vacancy, it will also be posted and filled in the same manner. If a job opening is created as the result of the transfer of a successful bidder to the second posted vacancy, it will also be posted and filled in the same manner. Any subsequent opening created by such transfer will not be posted, but may be filled at the Employer's option.

All employees must complete a waiting period of six (6) months from the date they last bid for and received a job by seniority rights, before being eligible to bid on another new job or vacancy.

If an employee who is eligible to bid does not bid for a new posted job or vacancy, then an employee who has bid for and received a new job or vacancy less than three (3) months previously shall be given the new job or vacancy by seniority, provided he has indicated a preference for such new job or vacancy by signing the bid sheet. The parties further agree, however, no employee shall be privileged to receive more than two (2) jobs through the job bidding procedures in any one consecutive six (6) month period.

#### **ARTICLE 6 – SEPARABILITY AND SAVINGS**

If any Article or Section of this Contract or any Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Contract and of any Rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provision of this Contract to the contrary.

#### **ARTICLE 7 – LABOR-MANAGEMENT COOPERATION**

Both parties agree that even though each side had the opportunity during negotiations to present changes to the previous Agreement, that during the term of the current Agreement, issues may occur that were not previously addressed, or that the language in the current Agreement does not properly address to bring resolution of such issue. In the event this occurs, the parties will meet in Labor-Management meetings to discuss the issue and try to reach a reasonable settlement covering the issue. Both parties agree to make a good faith effort to meet on a regular basis to discuss issues. If no agreement can be reached, neither party will be allowed to strike or lockout because of an inability to reach an agreeable settlement, and will agree to address this issue at the expiration of this Agreement.

#### **ARTICLE 8 – NO STRIKE, NO LOCKOUT**

The Union and employee(s) agree that there shall be no slowdowns, picketing, boycotting, work stoppages, strikes or sympathy strikes. Further, should any of said activity occur, the Union agrees immediately after receiving notice from the Employer of such activity, to advise the employees, in writing, whether such activity is or is not authorized by the Union, and if not authorized, to use every reasonable means to terminate such activity. Employees who do not respond to the Union's official notice to cease such activity shall be subject to discipline. The nature of the discipline shall be determined by the Employer. The rights of an employee so disciplined to the grievance procedure shall be limited to, consistency of discipline and employee's knowledge of notice to cease; whether or not the employee responded to said notice. During the life of this Agreement, or any extension thereof, the Employer will not lock out its employees.

#### **ARTICLE 9 - WAGES & HOURS OF WORK**

The following is a minimum wage scale for each classification of employees covered under this Agreement. Employees hired prior to the signing of this Agreement will not be affected by this wage scale. Both parties agree that for the Employer to hire qualified employees, they may have to hire new employees at above the minimum scale in effect at that time, but only if no current employee in that classification would be at a lower rate of pay due to hiring a new employee at a higher rate. The Employer also agrees to notify the Local Union and discuss issue prior to said new employee being hired.

<b>Wage Increases:</b>	<b>Effective 9/1/19 – 3%</b>	<b>Effective 9/1/20 – 2.5%</b>
<b>UNIT CLASSIFICATIONS</b>	<b>Base Wage Effective 9/1/19</b>	<b>Base Wage Effective 9/1/20</b>
<b>General Utility Worker</b> 1 – All Dishroom Staff	\$10.33	\$10.59
<b>Custodian</b> 1 – Janitor	\$11.97	\$12.27
<b>Food Service Worker</b> 1 – Food Server (Boardplan) 2 – Dining Room Attendant 3 – Checker/Cashier 4 – Bartender	\$11.42	\$11.71
<b>Cook</b> 1 – Baker 2 – Front Line Cook 3 – Cook 4 – Prep Cook 5 – Grill Cook 6 – Salad Prep	\$12.12	\$12.42
<b>Lead Worker</b>	\$14.13	\$14.48

Longevity premium – After ten (10) years of service, an employee will receive an additional ten cents (\$0.10) increase.

When the Employer charges or receives gratuities for any function that the employees are required to work, said gratuities will be shared equally between the employees and students working the event, excluding temporary employees.

All employees whose regularly scheduled shift begins between noon and 11:30 p.m. will be paid an additional twenty-five cents (25¢) an hour for hours worked. To qualify for the shift premium, the employee's regular scheduled shift must be between the above listed hours.

Any employee who is scheduled to work or required to work during the hours that breakfast, lunch or dinner is served, will be entitled to one (1) meal per shift at no cost to the employee, designated by Aramark. Employees who work four (4) hours or more will receive one (1) meal.

Event sheets will be made available to the employees.

At no time will the chef or any other management employee be used to defeat bargaining unit employees from hours of service. The chef or managers may work on special events, in case of emergencies, and during training.

The workweek for the purpose of determining hours, shall start at 12:01 A.M. Thursday and end at midnight Wednesday night. The basic workweek will be thirty-seven and one-half (37½) hours. It is understood that the foregoing does not restrict the amount of time an employee

can be required to work in one (1) week. Hours of work shall be scheduled each week by the Employer and may consist of more than forty (40) hours per week. Employees called to work or scheduled will be guaranteed a minimum of four (4) hours' work. The Employer will not change an employee's schedule after an employee works over eight (8) hours on any day just to deprive an employee of weekly premium pay.

All time worked over forty (40) hours in any one (1) week shall be paid at the rate of one and one-half (1½) times the regular rate of pay. All work performed on a holiday recognized under this Contract will be paid at one and one-half (1½) times the regular rate of pay for those hours, in addition to holiday pay. Holiday pay will be based on employee's regularly scheduled hours.

All wages shall be paid by check, direct deposit, pay card or other means available provided by the Company, provided that employees who elect direct deposit or pay card also consent to receive an e-statement.

### **ARTICLE 10 – HOLIDAYS**

All employees that have successfully completed their probationary period shall be paid their regularly scheduled hours for each of the following recognized holidays:

New Year's Day  
Good Friday  
Easter  
Labor Day

Thanksgiving Day  
Day After Thanksgiving  
Christmas Eve Day  
Christmas Day

In order to qualify for holidays, it is agreed that the employee must work their scheduled day before and their scheduled day following the holiday, unless absence has been approved by the Employer.

When a holiday falls during an employee's vacation, said employee will be paid for the holiday along with their vacation, or take an additional day off with pay for the holiday.

Holiday pay shall be paid to each eligible employee, regardless what day of the week in which it falls.

Full time employees will be entitled to two (2) casual days per school year (September 1<sup>st</sup> through August 31<sup>st</sup>). An employee will receive one (1) additional casual day if the employee had no occurrences during the previous school year and they can use that casual day for a payout if not used during the school year. These days may be taken with at least one (1) hours' notice before the start of employee's scheduled shift by mutual agreement. Employees who make advance notice of their request for a casual day will be notified within three (3) days of the approval or denial of their request. Casual days may be taken in half day increments.

Part-time employees will receive one (1) casual day per year based on their regularly scheduled hours.

## **ARTICLE 11 – VACATION**

Effective September 1, 2003, all full time employees covered by this Agreement who have been on the payroll of the Employer for one (1) year shall receive one (1) week's vacation with pay. Employees with three (3) years of employment will receive two (2) weeks vacation with pay. Employees with nine (9) years of employment will receive three (3) weeks of vacation with pay.

Vacation pay will be based on the employee's regularly scheduled work week. Vacation will be earned incrementally on a monthly basis. Time off for vacation will be scheduled by mutual agreement between the Employer and employee and such time off for vacation must be requested fourteen (14) calendar days in advance of such vacation time off and approval or denial of such request must be given to the employee within three (3) days of the request. The fourteen (14) calendar day request period may be waived with approval of Management. Unused vacation will be paid in May and December.

## **ARTICLE 12 – INSURANCE**

All regular full-time employees are eligible for health and welfare benefits as outlined below. In order to be considered a regular full-time employee for purpose of health and welfare benefits only, employees must be regularly scheduled to work a minimum of thirty (30) hours each week.

Aramark will provide employees medical benefits through an Aramark selected provider. Medical benefits for eligible employees will be effective the first (1<sup>st</sup>) of the month following sixty (60) days of continuous employment. The schedule of benefits may be adjusted from time to time in line with the changes in the medical package for all Aramark employees. Changes include a change in the insurer, health maintenance organization, or other service provider that provides the benefits or establishes the network of participating providers.

Employees are eligible to participate in the Employer's Health Care Plan. This plan will be administered as in the past. The Employer will provide each employee under the health insurance plan with a copy of the plan benefit and a copy of the cost of premiums for the plan. The Employer will also send the Union a copy of the plan and the rate chart whenever there is a change to the plan.

The parties agree that in the event that the design or operation of health benefits offered by the Employer in this Agreement, (including but not limited to, eligibility of employees working an average of thirty [30] hours per week over the measurement period and their dependent child[ren]; contributions for employee-only coverage that do not exceed nine and one-half percent [9.5%] of household income; or the medical plan having an actuarial value of at least sixty percent [60%] that provides minimum essential benefits,) cause the Employer to be subject to any taxes, penalties, surcharges or other costs under the Patient Protection and Affordable Care Act (PPACA) or other applicable law, the Employer may, in its sole discretion, take any steps necessary to avoid the tax, penalty, surcharge or other costs under the Patient Protection and Affordable Care Act or other applicable law, including, but not limited to, modifying:

1. The employee premium contributions; and/or
2. The design or operation of health benefits of the plan to bring it into compliance with PPACA.

Subject to the provisions of the Family and Medical Leave Act of 1993 (FMLA) and COBRA, an employee may be allowed to continue medical insurance coverage while on a leave of absence, layoff, or following any separation of employment. Employees at that time will be required to pay the full cost of the insurance premium if they wish to continue coverage.

Aramark will provide all employees scheduled to work at least twenty (20) hours per week with ten thousand dollar (\$10,000) Life and AD&D insurance.

#### Dental Insurance

Aramark will provide eligible employees the opportunity to enroll in Dental coverage provided through an Aramark-selected provider. Dental benefits for eligible employees will be effective the first (1<sup>st</sup>) of the month following sixty (60) days of continuous employment. The plan(s), plan design(s) and schedule(s) of benefits may be adjusted from time to time in line with changes in the Dental package for all Aramark employees or as required by law. Other changes may include a change in the insurer or other service provider that provides the benefits or establishes the network of participating providers. Any changes to premiums or eligibility will be effective with the start of the plan year, January 1<sup>st</sup>.

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

#### Health Care Flexible Spending Account (FSA)

Aramark Health Care Flexible Spending Account Benefits for eligible employees will be effective the first (1<sup>st</sup>) of the month following sixty (60) days of continuous employment.

Aramark will provide eligible employees the opportunity to participate in the Aramark Health Care Flexible Spending Account (FSA). Contributions to the FSA are one hundred percent (100%) employee contributed.

The plan(s) and plan design(s) may be adjusted from time to time by law or in line with changes to the benefit packages for all Aramark employees or as required by law.

### **ARTICLE 13 – ARAMARK HOURLY 401K PLAN**

#### **Coverage:**

Effective September 1, 2010, all Employees may elect to participate in the Aramark Hourly 401(k) Plan once they meet the eligibility rules. The features of the Plan (service provider, loan and withdrawal provisions, and available investments) may change at any time according to changes applied to all Aramark employees, or as required to meet legislative changes. All investment and administrative fees are paid by the Employee.

**Eligibility**

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

**Recognition of Service, if applicable**

All service with any Aramark Employer will be recognized

**Note on Employee Contributions and Eligible Earnings:**

Pre-Tax:

- One percent (1%) to twenty-five percent (25 %) of Eligible Earnings subject to IRS cap
- Participants age fifty (50) and older can make additional "Catch-Up Contributions"

**Eligible Earnings**

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

**Employer Contributions**

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

One hundred percent (100%) of the first ten percent (10%) employees contribute. Effective September 1, 2019 the Employer's match shall be the first twelve (12%) percent of the employee's contribution.

Employer contributions are allocated to participant accounts each pay period.

**Vesting**

Participants are always one hundred percent (100%) vested in their own contributions, and become one hundred percent (100%) vested in any Employer contributions based on the following schedule:

<u>Full Years of Service</u>	<u>Vested Percentage of Employer Contributions</u>
1 Year	10%
2 Years	20%
3 Years	40%
4 Years	60%
5 Years	80%
6 Years	100%

401(k) Benefits Available during a Leave of Absence

**Paid Leave of Absence**

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

**ARTICLE 14 – SICK LEAVE**

All full time employees who regularly work thirty (30) hours per week and who have completed one (1) full year, will be eligible for sick leave. Sick leave will accrue at the rate of one-half (1/2) day per month, to a maximum of thirty (30) days. Sick leave may be taken in half (1/2) day increments.

Part-time employees accrue sick leave at the rate of one-half (1/2) day per month to a maximum of one (1) day per year.

Medical Notification – All employees will be required to present medical evidence of sickness or injury for sick leave of three (3) days or more. The employee may be required to submit a doctor's release for shorter periods of absence depending on the illness.

Family Illness Leave – In the event of an illness or injury of a child, spouse, mother, father, son-in-law, daughter-in-law, grandchildren, brother or sister, an employee may be granted Family Illness Leave charged against accumulated sick leave. Employees will be entitled to five (5) days with said day(s) non-accumulative from one contract year to the next contract year. Family Illness Leave cannot be used in less than one-half (1/2) day increments, and in cases where the Administration suspects an abuse of Family Illness Leave, the Administration may require medical evidence of such illness or injury at the employee's expense.

The Employer will comply with the provisions of the Federal Family Medical Leave Act (FMLA), the Americans with Disabilities Act (ADA), the Uniformed Services Employment and Reemployment Rights Act (USERRA) and similar State and local law.

#### **ARTICLE 15 – FUNERAL LEAVES**

The Employer will grant up to four (4) working days of paid funeral leave for a death in the employee's immediate family. Immediate family is defined as spouse, legal domestic partner, child, mother, father, brother, sister, step-child, step-mother, step-father, step-brother, step-sister, and grandchild. The Employer will grant up to three (3) working days of paid funeral leave for death of mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchildren, grandmother or grandfather. Days taken for bereavement leave will be pro-rated on an hourly basis for those employees working less than full-time. Part-time employees will be entitled to funeral leave and the pay will be based on their regularly scheduled hours.

#### **ARTICLE 16 – JURY DUTY**

Any employee required to perform jury duty or to appear and testify in any judicial proceeding during the employee's working time shall receive the difference between the employee's normal compensation and the compensation received for such duty, with a maximum of fourteen (14) days per year. Employees dismissed from jury duty during the time of their shift assignment must report back to work for the duration of the shift. Employees shall have two (2) hours to report after being released from jury duty.

#### **ARTICLE 17 – GRIEVANCE AND ARBITRATION**

##### **Grievance**

Grievances shall be limited to disputes arising as to the meaning or application of any provisions set forth in this Agreement. Any employee who believes they have a grievance may present it orally to their working supervisor for adjustment with or without their Union representative. If the grievance is not settled by this procedure, and the employee wishes to carry it further, it

must then be presented to the Employer within ten (10) days of the occurrence exclusive of Saturday, Sunday, and holidays. The written grievance must:

1. Set forth a statement of facts on which the employee or the Union is relying;
2. State the Section or Sections of the Contract alleged to have been violated;
3. Be signed by the employee; and
4. State the relief requested. Money claims going back more than forty-five (45) days from the date of filing shall be considered invalid. The parties hereto shall exercise every amicable means to settle or adjust such grievance.

Before the grievance is submitted to arbitration, it will be referred to Aramark's Labor Relations Representative and the Union Business Agent to try to reach a settlement.

#### Arbitration

In the event of failure to accomplish settlement or adjustment of such grievances through the above procedure within ten (10) working days after the date the grievance is filed with the Employer, the matter shall be referred to arbitration by a written notice by either party to the other party. An arbitrator shall be selected from a list of five (5) arbitrators from the National Academy of Arbitrators submitted by the Federal Mediation and Conciliation Service; by alternately striking of names until one (1) remains.

#### Authority of the Arbitrator

The arbitrator shall have no power to alter, amend, change or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of this Agreement as alleged by the grievance. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him by the respective parties in the presence of each other. The decision of the arbitrator within the limits herein prescribed shall be final and binding upon the parties to the dispute. Costs of the arbitrator shall be shared equally by the parties, including any costs for requesting panel(s) of arbitrators.

### **ARTICLE 18 – DUES CHECKOFF**

Any employee who is a member of the Union or who has applied for membership, may sign and deliver to the Employer, an assignment authorizing deduction of Union dues. Such authorization shall continue in effect unless revoked in writing by a thirty (30) day notice to the Employer and to the Union. Pursuant to such authorization, the Employer shall remit to the Union a check for the amount of dues deducted on a regular basis.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken by the Employer under the provisions of this Article.

Checkoff for Credit Union: The Employer agrees to deduct from member's paycheck, authorized deductions for General Drivers Credit Union. Same will be remitted to the Treasurer of the Credit Union as provided above.

## **ARTICLE 19 – DISCIPLINARY ACTION**

### **General**

The Employer agrees that employees shall not be disciplined, suspended or discharged without just cause. If the Union or any affected employee considers that the disciplinary action has not been for just cause, then such disciplinary action may be subject to the grievance procedure subject only to the modifications of the following sections of this Article. If it is determined that there was not just cause for disciplinary action (as distinguished from the extent or appropriateness of the disciplinary action taken) the disciplinary action may be rescinded, revoked, or otherwise modified, with or without back pay, according to the settlement reached in the grievance procedure.

### **Major Violations**

The parties agree that causes for dismissal, without first discussing the matter with the Union, shall be the following:

1. Drunkenness, including drinking during working hours, or being under the influence of liquor or drugs during working hours, or bringing intoxicants or drugs into the workplace.
2. Calling unauthorized strike or walkout.
3. Theft or dishonesty.
4. Employee commits same offense the second time for which he/she has been issued a previous warning letter.
5. Carrying concealed weapons such as firearms, switchblade knives, but not including usual pocketknives into the workplace.
6. Refusal to work without just cause.
7. Deliberate threat of physical harm to another employee or supervisor, including fighting while on duty or Employer property.

The above list is not meant to be inclusive, but sets forth the seriousness of the offense for which immediate discharge is justified. The discharged employee may request a hearing before the Employer representative, within a maximum of three (3) working days after discharge for an exchange of facts regarding the matter, and if the Union, after the hearing, believes employee has been unjustly discharged, a written grievance may be entered directly to arbitration, but not later than three (3) days after the hearing.

### **Other Violations**

With respect to offenses of a less serious nature than set forth above, the Employer shall not discharge nor suspend an employee without just cause and shall give at least two (2) warnings (1 verbal, 1 written) of the complaint against such employee to the employee in writing, and a copy of same to be sent to the Union and the Union Steward. The Employer must notify the employee of the known offense with a written notice within five (5) days of knowledge of said offense.

### **Disciplinary Notices**

Employer will remove from employee's personnel records, any notice of disciplinary action upon twelve (12) months anniversary date of said notice, provided the employee has not received any additional notice during this twelve (12) month period. The Union will be provided a copy

of all "Notices of Disciplinary Action" given to an employee; and if the disciplinary action involves suspension or discharge, a copy of the "Notice" shall be mailed to the employee's home.

#### **ARTICLE 20 – UNION REPRESENTATIVES, ACCESS TO EMPLOYEES AND NOTICES**

**Union Representative** – The Employer shall recognize as Union Stewards or Union Committee Persons representing the Union only those employees officially designated as such, in writing, by the Union. The Union shall provide a written list of the names of the Union Stewards, together with such reasonable evidence of designation as the Employer may request, immediately after each designation or change of such designation by the Union.

**Access to Employees** – Representatives of the Union who are not employees of the Employer will have access to employee on employees' non-working time to investigate complaints, provided that such access shall not interfere with or interrupt the normal operations of the college system. Advance notice of intended access to employees on the property of the Employer shall be given to the employees' immediate supervisor.

**Union Notices** – The Union shall have the right to post notices of Union meetings, its elections and the results thereof, its social and educational activities, and other such notices as may be mutually agreed upon between the Union and the Employer. Such notices may be posted in buildings owned and/or maintained by the Employer, on one (1) bulletin board designated by the Employer. No such notices shall be posted in areas open to students or the public.

No other place on the Employer's premises except such bulletin boards as designated by the Employer, shall be used by the Union or employees for the posting of notices, advertisement or information of any kind.

The Union agrees to notify the Director of Aramark at Loras College, or the Director's designee, prior to visits to the college.

The Union agrees to hold the Employer and any of its agents and representatives harmless against any claims or liability and all costs, including but not limited to, court costs and attorney's fees arising out of the operation of this provision.

#### **ARTICLE 21 – MANAGEMENT RIGHTS**

It is understood and agreed by the parties hereto that the management of the operation, including directing and supervision of the working forces and the right to hire and discharge persons working therein for just cause, the right to direct and schedule all work and work time and the management of the operation are vested exclusively in the Employer, provided that the exercise of the aforementioned rights of management shall not in any way supersede or interfere with the application of any Article or Articles contained herein, and the Union and its member agree that they will not in any manner abridge these rights. It is understood that the foregoing shall not be construed to be a limitation upon any management rights not specifically enumerated herein.

## **ARTICLE 22 – CLOSING OF BUSINESS**

In the event Aramark would no longer provide the food service to Loras College, Aramark will notify the Union in writing within thirty (30) days so that both sides can meet to discuss the effects of the closing of business.

## **ARTICLE 23 – LEGAL RIGHTS PRESERVED; PICKET LINE CLAUSE**

The exercise by the Employer, the Union, or any employee of any rights permitted by law shall not be a violation of this Agreement and shall not be cause for discipline.

## **ARTICLE 24 – JOB STEWARDS**

The Employer recognizes the right of the Union to designate two Job Stewards from the Employer's seniority list.

The authority of the Job Steward shall be limited to the following duties and activities:

1. The investigation and presentation of grievances to the designated Employer representative in accordance with the provisions of the Collective Bargaining Agreement, provided the orderly and efficient operations of the Employer are not impaired.
2. The transmission of information from the Local Union, provided such information:
  - (a) has been reduced to writing or,
  - (b) if not reduced to writing, is of a routine nature and does not involve work stoppages, slow-downs, refusal to handle goods, or other interference with the Employer's business.

The Job Steward and employees shall be permitted reasonable time when off duty, during the course of the workday to investigate, present and otherwise handle grievances as long as it does not impair the efficient operation of the Employer. It is not the intent of either party to delay the grievance procedure contained in this Agreement.

## **ARTICLE 25 – DURATION**

This Agreement shall be in full force and effect from September 1, 2019 to and including August 31, 2021, and shall continue in full force and effect from year to year thereafter unless either party shall serve written notice upon the other party of desire to change, modify, or terminate the Agreement at least sixty (60) days prior to the expiration date.

**ARAMARK EDUCATIONAL  
SERVICES, LLC  
LORAS COLLEGE**

David Henry 2/14/20  
Date

\_\_\_\_\_  
Date

Paul Willschke  
Date

**TEAMSTERS LOCAL NO. 120**

Tom Anderson  
Date

John M. Watson  
Date

\_\_\_\_\_  
Date

## **ADDENDUM**

### **ATTENDANCE POLICY**

#### **NOTE—All employees are required to work Opening Weekend, Homecoming, Graduation and Legacy**

Attendance is essential for all team members and expectations for all employees. As referred to in the contract, issues with attendance, excessive tardiness/absenteeism, will result in progressive disciplinary action and lead to termination. In order to promote consistency of application, the following guidelines have been established for managers to follow when reviewing employee attendance. The following guidelines are based on the concept of "no fault". I.e., you do not look at the why of missed work time (other than exceptions listed), only the number of incidents.

#### **A. Definitions**

The following defines those situations which can contribute to issues in attendance and result in progressive disciplinary action.

1. Incident of tardiness is reporting to work late, defined as anywhere from six (6) minutes to thirty (30) minutes.
2. Incident of partial absence is being absent from work for part of the work day, defined as more than thirty (30) minutes, up to and including half the employee's scheduled shift.
3. Incident of absence is being absent from work during scheduled work time for more than half (1/2) the employee's scheduled shift, up to a full day.
4. Early departures unless offered by Aramark, should be treated the same as an incident of tardiness, partial absence or absence, depending on the definitions of each outlined above.
5. Incident of no call/no show is being absent from work without notifying Aramark.
6. The twelve (12) month is a "rolling" twelve (12) months, which begins with the first (1<sup>st</sup>) incident.

#### **B. Exceptions**

Time off for the following reasons should not be counted as absences under the attendance guidelines.

1. Approved scheduled vacation and/or casual days.
2. Approved continuous bereavement day or days.
3. Mandatory jury duty.
4. Approved ADA, FMLA, military leave, or Family illness leaves, or leave pursuant to similar Federal, State or local laws.
5. Any day the employee or union stewards are excused in advance for Union business such as grievance meetings and negotiations.
6. The day, on which an injury occurs, compensable under workers' compensations laws, and the time off required for follow up treatment and recovery that is approved by a physician.
7. Doctor's appointments. Employee must present proof of appointment attendance upon return to work. NOTE: This provision assumes that employees are first attempting to schedule appointments for non-work times, or as close to the beginning or ending of a shift as possible.

#### **C. Point Guidelines**

1. Each incident of tardiness is ½ point.
2. Each incident of partial absence is ½ point.
3. Each incident of absence is 1 point
4. Missed mandatory team meetings are ½ point.
5. No calls/no shows are 4 points.
6. Absences of 2 consecutive scheduled work days or more for illness or injury as may be verified by a physician is 1 point in total.

7. Any approved leave, except those listed under exceptions is 1 point in total.
8. Failure to call in at least one (1) hour prior to start of shift to report absence or partial absence unless medically unable, additional ¼ point.

In reviewing attendance patterns, Managers should review the number/points of incidents an employee has on an on-going basis to determine if a problem is developing. Employees will be given written notices of progressive discipline related to attendance problems, including a counseling notification (Level 1), a written notification (Level 2), and a notice of suspension (Level 3).

**EMPLOYEE ATTENDANCE NOTICE**

**EMPLOYEE** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**INTENT**

This is a written notice to the above named employee. This serves as documentation for the work attendance issue.

**ATTENDANCE SUMMARY**

As of \_\_\_\_\_, the above named employee has accumulated the attendance points listed below and is at the level circled. Attendance points have been accumulated for the following incidents:

\_\_\_\_\_

\_\_\_\_\_

**NOTIFICATION LEVEL**

Level 1	Points total	2
Level 2	Points total	4
Level 3	Points total	6 (3 day suspension)
Level 4	Points total	8 (termination)

**FURTHER ACTION**

Addition of further points will result in the next level of notification.

Discharge with an effective date of \_\_\_\_\_

Notification given by \_\_\_\_\_

**EMPLOYEE NOTIFICATION**

**I acknowledge that I have received a copy of this memorandum.**

Employee \_\_\_\_\_ Date \_\_\_\_\_