

AGREEMENT

BY AND BETWEEN

AVI FOODSYSTEMS, INC.

AND

**CATERING INDUSTRY – HOSPITAL WORKERS AND BARTENDERS UNION,
UNITE HERE, LOCAL 688, AFL-CIO**

FLINT BRANCH

OCTOBER 1, 2018 TO SEPTEMBER 30, 2021

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AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of October, 2018, by and between AVI FOODSYSTEMS, INC., hereinafter referred to as the "Company", and THE CATERING INDUSTRY – HOSPITAL WORKERS AND BARTENDERS UNION, UNITE HERE LOCAL 688, AFL-CIO, hereinafter referred to as the "Union", covering the Company's regular full-time and regular part-time employees working at or supervised in the Saginaw/Flint, Michigan area.

WITNESSETH THAT:

ARTICLE 1 **RECOGNITION AND SCOPE OF COVERAGE AND UNION SECURITY**

Section 1. The Company recognizes the Union as the sole and exclusive bargaining representative for all of its regular full-time and regular part-time employees engaged in the servicing of vending machines at the Company's operation in the Saginaw/Flint, Michigan area under the jurisdiction of Local #688, except managerial, supervisory, clerical, casual, temporary, professional employees and guards as defined in the Act.

Section 2. The Company agrees that all regular full-time and regular part-time employees as set forth in Section 1 above, who have made application for membership in the Union, or who shall make applications for membership shall as a condition of employment; maintain their membership in good standing for the duration of, or extension of this Agreement.

Section 3. The Company further agrees that all regular full-time and regular part-time employees within the classifications of work covered by this Agreement, who are not members of the Union at the time of the signing of this Agreement, shall, upon the thirty-first (31st) day following the signing of this Agreement, become members of the Union as a condition of employment and maintain their membership in the Union as members in good standing for the duration of, or extension of this Agreement.

Section 4. The Company also agrees that all regular full-time and regular part-time employees covered by this Agreement, hired after the signing of this Agreement, shall, on the thirty-first (31st) day of employment, become members of the Union as a condition of employment and maintain their membership in the Union as members in good standing for the duration, or extension of the Agreement.

Section 5. All new employees shall be employed on a ninety (90) calendar day trial basis, during which time such employee may be discharged by the Company without further recourse, provided however, that there shall be no discrimination for Union activity. Upon completion of the ninety (90) calendar day trial period, such employees shall be placed on the regular seniority list, and their date of hire shall be their seniority date.

ARTICLE 2 MANAGEMENT RIGHTS

Section 1. The Company shall retain all of its rights of management and reserves to itself the sole and exclusive right to manage and operate its business and to issue all necessary rules and regulations relating thereto, and to direct the working force. Management rights shall include, but not be limited to, the right to hire, suspend, layoff, discharge, promote or demote its employees for just cause, the right to introduce new or improved methods, materials, or facilities, provided that the exercise of said rights or issuance of said rules do not conflict with this Agreement. It is further agreed that management has the right to subcontract all work relating to ice cream, milk and all dairy products without objections from the Union or our employees.

ARTICLE 3
EQUAL OPPORTUNITY

Section 1. The Company and the Union agree not to discriminate against any individual with respect to hiring, compensation, or any other terms or conditions of employment. The Company and the Union are committed to equality of treatment for all people and hereby pledge that there will be no discrimination against any individual because of the individual's race, color, religion, sex, national origin or age; nor will they limit, segregate, or classify employees in any way to deprive any individual employee because of their race, color, religion, sex, or age. The Company and the Union are also committed to equality of treatment in employing and in terms and conditions of employment for handicapped persons, disabled veterans, and Vietnam-Era veterans.

Section 2. For purposes of this Agreement, any term used herein that denotes sex, such as "he" or "his" shall be understood to refer to both male and female employees. The Company and the Union agree that there will be no discrimination by the Company or the Union against any employee because of his membership in the Union, or because of any employee's lawful activity and/or support of the Union.

ARTICLE 4
SEPARABILITY/SAVINGS

Section 1. In the event that any of the provisions of the contract are found to be in conflict with any valid Federal or State law now existing or hereinafter enacted, it is agreed that such law shall supersede the conflicting provisions without in any way affecting the remainder of these provisions.

ARTICLE 5
CHECKOFF

Section 1. The Company agrees to deduct initiation fees and first month's dues from the wages of new employees (when eligible for membership), and dues from the wages of the employees who are members of the Union, from the first paycheck following the first day of each month and forward to the Local Union Secretary-Treasurer, a check covering the full amount so deducted. Said check shall be, in the first instance, accompanied by a list of all employees for whom deductions are made and thereafter to be accompanied by a statement showing any alteration therein by reason of addition or subtraction of any employees from the list. Any necessary change of this accounting procedure may be made by mutual agreement.

Section 2. The Union agrees to furnish the Company with check-off authorization to conform with Federal and State laws.

Section 3. The Union shall indemnify and save the Company harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of the application of Section 1 of this Article.

ARTICLE 6
GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. The word "grievance" as used in this Agreement is hereby defined as any difference of opinion or dispute between the Company and any employee regarding the interpretation of any operation of any provision of this Agreement. All grievances, as defined above, shall be subject to the provisions of this Article.

Section 2. Step 1. Any employee having a grievance shall immediately, after knowledge of the incident that gave rise to the grievance, take up such grievance with their immediate supervisor, and endeavor to reach an adjustment thereof. The employee may request the help of the Steward if he/she so desires.

Section 3. Step 2. If no mutually satisfactory adjustment is reached, it shall be reduced to writing and taken up with the Company's Branch Manager and an endeavor will be made to reach satisfactory adjustment thereof. Any grievance must be reduced to writing and presented within three (3) working days, (excluding Sundays, Saturdays, and holidays) after presentation under Section 2 above.

Section 4. Step 3. If no mutually satisfactory adjustment is reached in Section 3 above, the Company Branch Manager and Regional Manager shall meet with the Union Business Representative and/or International Representative and an endeavor shall be made to reach a satisfactory adjustment thereof.

Section 5. Step 4. If no mutually satisfactory adjustment is reached in Section 4, the matter may be taken by either party to arbitration, provided however, notice of such intent is given within fifteen (15) days after the meeting between the Company and Union Representative as outlined in Section 4.

Section 6. Within ten (10) days after notice of intention to arbitrate is given to the other party, the Company and Union shall agree upon an arbitrator. If agreement cannot be reached, the Federal Mediation and Conciliation Service shall be requested to submit a list of five (5) arbitrators from which the parties shall select the arbitrator by alternately striking a name. The first strike shall be determined by lot.

Section 7. The decision of the arbitrator shall be final and binding upon the parties and upon all union members affected. All expenses of arbitration shall be equally divided between the parties. Only one (1) grievance shall be submitted to an arbitrator at a time.

Section 8. The arbitrator shall have jurisdiction and the authority to interpret and apply provisions of this Agreement insofar as it is necessary to the determination of a grievance properly submitted hereunder. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of the Agreement. Any grievance referred to the arbitrator, on which he/she has no power to rule, shall be referred back to the parties without a decision.

Section 9. The Company agrees to meet as set forth in Section 3, Step 2, of this Article, as soon as possible after receiving the written notice of the grievance and to meet as set forth in Section 4, Step 3, of this Article, as soon as possible, based on the availability of the meeting parties.

Section 10. It is expressly understood and agreed by the parties hereto that no controversy between the Union and Company with respect to wage negotiations shall be subject to the provisions of this Article.

ARTICLE 7
NO STRIKE/NO LOCKOUT

In view of the reasonable procedures for justly settling grievances, the Union agrees that there will be no picketing, strike, work stoppage, slowdown, refusal to work, or impediment of work during the life of this Agreement, and the Company agrees there will be no lockout.

ARTICLE 8
WAGE RATES AND CLASSIFICATIONS OF WORK, HOURS AND OVERTIME

Section 1. Attached hereto, made a part hereof, and marked Exhibit "A" is a list of job classifications and the rate structure which became effective October 1, 2018.

Section 2. The classifications in Exhibit "A" are intended to establish the primary work of employees. However, each employee is expected to temporarily undertake any reasonable work assignment required to maintain the efficiency of the operations.

Section 3. Employees in any classification may be assigned to perform work of a lower rated classification on a part-time basis without regard to seniority provided they continue to receive the rate of the higher classification.

Section 4. Employees who are assigned to perform work of a higher classification on a part-time basis will be selected for such part-time assignment on the basis of ability and seniority and shall receive the rate of the higher classification for all hours worked on such higher classification.

Section 5. The regular workday shall consist of eight (8) hours and the regular workweek shall consist of forty (40) hours, Sunday through Saturday. However, this is not to be construed as a guarantee of hours of work or pay.

Section 6. Time and one half (1.5x) the regular rate will be paid for all hours worked over and above forty (40) hours per work week. Holiday hours paid will be considered as time worked for purposes of computing the regular workweek set forth herein.

Section 7. Each employee shall receive during each working day, an unpaid lunch period of not less than thirty (30) minutes.

Section 8. On any day when there is no work available, the Company will notify the employee by telephone at least two (2) hours in advance of their regular starting time. Should the Company fail to send such notice and the employee reports for work at his or her regular starting time he/she shall receive four (4) hours call-in pay for that day, except in the event of an act of God or an act beyond the control of the Company.

Section 9. Overtime work available shall be distributed as equally as possible among employees on each shift. Overtime opportunities declined will be counted as overtime worked for purposes of equalizing overtime. It is understood and agreed that overtime work must be done and if all employees decline it, then the employee with the least seniority shall work the required overtime or be subject to disciplinary penalties.

ARTICLE 9 **EMPLOYEE DISCIPLINE**

Section 1. It is agreed that nothing herein shall in any way prohibit the Company from discharging or otherwise disciplining any employee, regardless of his seniority, for reasonable cause. Grounds for summary discharge shall include, but not be limited to drunkenness or drinking intoxicating beverages on the job, the use of illegal drugs, improper use of legal drugs, possession of alcohol, illegal or non-prescribed legal drugs, dishonesty, infraction of rules,

insubordination, negligence in the performance of duties, or any action by an employee that might cause the Company to lose an account or that creates poor public relations.

The parties agree, in the interest of safety, that employees, when there is reasonable cause or when they are involved in an accident while at work, may be required, as a condition of continued employment, to be tested for illegal drugs/improper use of legal drugs, or for being under the influence of alcohol. Employees who test positive will be subject to discharge.

Section 2. In the event that a discharged employee feels that he/she has been unjustly dealt with, said employee or the union, with permission of the employee, shall have the right to file a complaint which must be in writing with the Company within two (2) working days (excluding Sundays, Saturdays and holidays) from the time of discharge. Management will promptly process all discharge grievances in accordance with the grievance procedure. Grievances concerning discharge will be automatically filed at Step 3 of the Grievance Procedure.

Section 3. No employee shall be discharged or suspended without being given the following warnings:

- | | |
|-----------------|---|
| 1 st | Verbal |
| 2 nd | Written |
| 3 rd | Final Written Warning with the option of the Company to issue a three (3) day suspension. |
| 4 th | Discharge |

The above disciplinary procedure does not pertain to those infractions that are grounds for immediate discharge. All written warnings shall be removed from employees' files after one (1) year from the date of infraction. Copies of all warning notices shall be forwarded to the Union office.

ARTICLE 10
LEAVE OF ABSENCE

Section 1. A personal leave of absence, not to exceed thirty (30) days, may be granted without pay for a reasonable purpose upon written request subject to the approval of the Company. For certain reasons, a personal leave may be extended for an additional thirty (30) days.

Section 2. The Company and the Union agree to the principles of the Family and Medical Leave Act of 1993 (as amended), to include the use of any earned vacation and/or sick days at the beginning of a medical leave.

Section 3. An employee who becomes ill, injured, or disabled and whose claim is supported by satisfactory evidence shall be granted a sick leave. The maximum leave shall be a period of time equal to the accumulated seniority not to exceed twelve (12) months whichever is lesser. The employee must request in writing, an extension of his or her leave of absence on a thirty (30) day calendar basis and provide appropriate proof of need. If the employee fails to submit a request in writing within these time constraints, the employee will be considered to have voluntarily resigned his/her employment.

Section 4. A maternity leave shall be treated as a temporary disability. The commencement of duration shall be granted on the recommendations of the attending physician subject to the limitations set forth in Section 2.

Section 5. An employee, who has been granted a sick leave as defined in Section 2 above, will return to a like job upon return from such leave.

Section 6. An employee who accepts other employment while on any approved of absence shall be considered to have voluntarily resigned his employment with the Company.

ARTICLE 11
HOLIDAYS

Section 1. The following paid holidays shall be granted to all employees who meet the eligibility requirements:

- | | |
|-------------------|---------------------------|
| 1. New Year's Day | 6. Thanksgiving Day |
| 2. Good Friday | 7. Day after Thanksgiving |
| 3. Memorial Day | 8. Christmas Eve |
| 4. Fourth of July | 9. Christmas Day |
| 5. Labor Day | 10. Floating Holiday |

Section 2. To be entitled to holiday pay, the employee must meet the eligibility requirements as follows:

- a) The employee has been on the payroll thirty (30) days as of the date of the holiday.
- b) The employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday.
- c) The employee must have worked his/her last scheduled workday prior to and next scheduled workday after such holiday.
- d) When a holiday falls on Saturday or Sunday, eligible employees shall receive holiday pay provided they have worked their last preceding scheduled workday within the week in which that holiday falls.
- e) The Floating Holiday must be scheduled and approved by the employee's manager prior to the employee using a Floating Holiday.

Section 3. In the event that a paid holiday falls on a day that would otherwise be a regularly scheduled straight time work day, then the hours paid as holiday pay shall count the same as hours worked in computing weekly overtime. When a paid holiday falls on a day that is outside of the employee's regularly scheduled straight time work week, then the hours paid as holiday pay shall have no effect on the computation of weekly overtime.

Section 4. Employees who are eligible for paid holidays under the provisions of this Agreement shall receive pay at their regular straight time hourly rate, exclusive of night shift premium, or overtime for the number of hours they would have worked had the day not been a holiday. Holiday pay plus straight time for hours worked shall be paid for holidays that are worked.

ARTICLE 12
VACATIONS AND TIME OFF

Section 1. It is agreed that each regular full-time employee who has been in the employ of the Company for a period of one (1) year or more, who works two hundred twenty-five (225) straight time days (holidays included, but excluding vacation days) in the preceding calendar year, shall receive the full quota of vacation days as follows:

- a) One (1) year of service One (1) week
- b) Three (3) years of service Two (2) weeks
- c) Ten (10) years of service Three (3) weeks

Section 2. It is agreed that any employee covered by this contract, who worked less than two hundred twenty-five (225) straight time days (holidays included, but excluding vacation) in the preceding calendar year, shall receive the full quota of vacation days as follows:

- a) All employees with one (1) year of service shall receive one (1) day of vacation for each forty-five (45) days worked.
- b) All employees with three (3) years of service shall receive one (1) day of vacation for each twenty-two (22) days worked.
- c) All employees with ten (10) years of service shall receive one (1) day of vacation for each fifteen (15) days worked.

Section 3. It is understood that each day of vacation pay shall be based on the average number of daily straight time hours worked by the employee in the preceding calendar year, multiplied by the employee's hourly rate in effect at the time the employee takes his vacation.

Section 4. Should a holiday occur during the vacation period of any employee, such employee will be entitled to an additional day of pay, or an additional day off with pay. In the event the employee quits or is permanently laid off, he shall receive his accrued vacation pay in accordance with the schedule outlined in Section 1 and 2 above.

Section 5. It is the intent of the parties that all employees shall be allowed to take their vacation at times that are desirable to the employee, insofar as business conditions will permit. It is recognized that management must determine how many employees in each classification may be allowed to take their vacation at any one time. If the client location where an employee works closes for a period of one or more weeks, the Company may elect to schedule employees for vacation during such shut down period, providing the employee has not already taken their vacation. If any employees are required to work during a plant shutdown, the Company will schedule junior employees first for work, if the senior employees have already taken their vacation.

Section 6. Employees shall be paid their vacation pay at the time they take their vacation, provided that management has at least two (2) weeks advance notice prior to the pay date the check is to be received, so that paychecks can be processed.

Section 7. With the approval of management and with advanced notice, employees may be permitted to take vacation in increments of one (1) day.

ARTICLE 13 **SENIORITY**

Section 1. Seniority shall be defined as the length of continuous service of an employee from his or her last date of hire and shall be held by classification.

Section 2. New employees to the bargaining unit shall not be entitled to seniority until after they have completed ninety (90) calendar days of continuous service, during which time they may be terminated by the Company without further recourse and the Company shall be the

sole judge of the qualifications of such probationary employees for retention in the employ of the Company. If they are retained, their seniority shall date retroactively from their hiring date.

Section 3. Seniority shall be terminated for the following reasons:

- a) Voluntary resignation;
- b) Discharge for just cause;
- c) Absence for two (2) consecutive working days without notifying the Company;
- d) Failure to report for work after layoff within three (3) working days after receipt of a written recall notice, unless prevented from doing so because of verifiable sickness, injury, or other reason beyond the employee's control and the Company is immediately notified thereof;
- e) Layoff exceeding twelve (12) consecutive months or seniority, whichever is lesser.

Section 4. In the event of layoffs and rehiring, the oldest seniority employee in each point of service within each job classification shall be laid off last and recalled first.

Section 5. The Company shall comply with all applicable laws regarding the re-employment rights of employees who serve in the Armed Forces of the United States.

Section 6. An employee must keep the Company advised (in writing) of his current residential address, and the Company is entitled to rely on the last address furnished by each employee.

Section 7. No employee shall be removed from the seniority list or lose seniority rights because of absence from work caused by an illness or injury of the employee, so long as the Company is notified of the situation at the earliest reasonable opportunity. Provided, however, that seniority shall terminate if an absence under this provision exceeds twelve (12) months or seniority, whichever is lesser for a shop incurred illness or injury or twelve (12) months or seniority, whichever is lesser for any other reason (including a non-shop incurred illness or injury), unless an extension is requested and mutually agreed to by both the Company and the Union.

Section 8. Regular part-time employees shall accrue seniority among part-time employees only and shall not accrue seniority over full-time employees.

Section 9. The Company shall maintain a seniority list and furnish a copy to the Union upon request.

ARTICLE 14
JOB OPENINGS AND SHIFT TRANSFERS

Section 1. Promotions shall be based upon qualifications and seniority in that order. When two (2) or more employees are equally qualified, the employee having the most seniority shall be promoted. Employees who are promoted shall be given a reasonable trial period to qualify.

Section 2. Employees desiring to make a shift transfer shall make their request known, in writing, to their manager.

Section 3. When vacancies occur, before new employees are hired, shift preference will be granted on the basis of seniority in covered classifications to employees who have requested, provided they transfer to the shift in which there is an opening.

Section 4. Employees may be requested, but not required, to work any shift other than their "regular" shift, except in case of extreme emergency.

ARTICLE 15
ACCOUNTABILITY

The Company reserves the right to hold its employees strictly accountable for merchandise, money, tools, and equipment that are entrusted to them. This includes all inventories and money in machines, vehicles, and storage areas that an employee services. It shall be the Company's responsibility to provide adequate locking devices, etc.; however, it shall be the employees' responsibility to properly use these safeguards and to exercise good judgment and caution in safeguarding the Company's assets. In the event the Company should

suffer a loss of money, product, etc., which has been entrusted to the care of an employee, then that employee shall reimburse the Company for such loss, if such loss is due to the proven negligence of the employee. If an employee refuses to comply with this Article, he or she shall be subject to disciplinary action.

ARTICLE 16
JURY DUTY

Any employee with more than thirty (30) days service who is called for jury duty and does in fact subsequently serve on the jury, will receive the difference in pay between his normal regularly scheduled straight time daily rate and what he receives for serving on the jury duty for each day he actually serves, up to a maximum of twenty-five (25) days. In order to receive such payment, an employee must give the Company prior notice that he has been summoned for jury duty for which he claims payment, and must report back to work promptly after being released by the Court.

ARTICLE 17
BEREAVEMENT

Any employee with ninety (90) days or more seniority shall be paid up to three (3) regularly scheduled working days pay for time lost due to a death in the immediate family. Immediate family shall include father, mother, sister, brother, spouse, son, daughter, grandmother, or grandfather of the employee, mother-in-law or father-in-law of the employee or dependent living within the employee's house. If the funeral is 100 miles or more from the employee's home, extra unpaid leave will be granted to a maximum of five (5) days, inclusive of the three (3) paid days. The employee must request the additional unpaid days prior to the scheduled date of return from leave.

ARTICLE 18
GENERAL PROVISIONS

Section 1. The Business Representative of the Union, upon notice to the Company, shall have the privilege of visiting and interviewing employees while on duty, provided however, that such visits shall not interfere with the employee's work or duties and according to the rules and regulations of the plant.

Section 2. It is agreed that the Union may choose one (1) employee on each shift as a Shop Steward and appoint an alternate to function only in the absence of the Shop Steward. The Shop Steward and alternate shall have super seniority for layoff and recall purposes.

Section 3. During the life of this Agreement, the Union agrees that the Company shall have the right to require a medical examination for all its employees. Such examinations are to be made by a licensed doctor and without cost to the employees.

Section 4. The Company agrees to furnish uniforms for the employees, without charge to the employees. Employees will keep the uniforms clean and maintained.

Section 5. The Company, for the posting of notices dealing with Union business only, will make bulletin boards available. All notices are to bear the seal of the Union.

Section 6. If, in the future, the need may arise to create new and abandon old job classifications, the Company and the Union shall arrive at a mutually satisfactory solution through negotiations. Such negotiations shall not be construed as an opening of this Agreement.

Section 7. The Company shall maintain adequate dressing rooms and sanitary toilet facilities.

Section 8. The Union agrees that, upon request of the Company, it will attempt to furnish employees for whatever classification is requested, without charge to the Company or any employees. In the event the employees sent by the Union do not comply with the

requirement or standards of the Company, the Company shall have the right to reject them. The Company further reserves the right to hire anyone the Company sees fit to hire at any time.

Section 9. The provisions of this Agreement shall not apply to temporary or casual employees. Employees who work less than thirty-six (36) hours per week for the Company shall be considered part-time. Employees who are employed on a temporary basis for a period of less than ninety (90) days shall be considered temporary employees. Casual or temporary employees shall not be eligible to participate in the Insurance Program or in any other fringe benefit program under this Agreement.

Section 10. The Company may establish a working supervisor not in the bargaining group.

Section 11. SICK DAYS: An employee with one (1) or more years of membership with the Company shall receive three (3) paid sick days to be used on a calendar year basis (January through December). Sick days do not carry over from year to year. Any unused sick days within a calendar year will be paid out at the beginning of the following calendar year.

ARTICLE 19 **PENSION FUND/401(k)**

Section 1. The Company and the Union agree to be bound by the Agreement and Declaration of Trust of the said UNITE HERE National Retirement 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 Agreement and Declaration of Trust as Company 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 Agreement and Declaration of Trust, or the Plan of Benefits, rules or procedures established by the Trustees, shall be null and void.

Section 2. The Company shall contribute the allowances are required by the UNITE HERE National Retirement Fund as outlined below for all regular, full-time employees who have completed the probationary period to the first of the following month, based on all hours worked, into the UNITE HERE National Retirement Fund:

Effective Date	Hourly Contribution
12/1/18	2.38
12/1/19	2.49
12/1/20	2.62

In addition to the rates specified above, the Company agrees to contribute twenty-cents (\$0.20) per hour per eligible employee above the listed contribution rates beginning December 1, 2018 pursuant to the Amended Rehabilitation Plan of the UNITEHERE National Retirement Fund.

Section 3. Such increases in pension contributions shall commence as scheduled by the National Retirement Fund. Contributions for all newly hired full-time employees shall commence on the first day of the month after ninety (90) days of employment.

Said contributions shall be made monthly, together with a report of the employee data required by the Pension Fund, on the format prescribed by the Pension Fund, no later than the fifteenth (15th) day of the month following the month for which contributions are to be made.

Section 4. Company 401(k) plan for regular part-time employees:

a). Any regular part-time employee who is at least 21 years of age and has completed one (1) year of service with the Company at this location, will be eligible, upon the next open enrollment (January 1 or July 1), to participate in the Company sponsored 401(k) plan as specified in the Plan Document.

b). Employees may choose to contribute 1%-20% of their weekly gross wages each pay period. The Company will match \$.50 for each \$1.00 contributed by employees to a maximum of 4% of gross wages.

c). An employee's contributions are 100% vested. Company contributions are vested according the following schedule:

<u>Years of Service</u>	<u>Vesting %</u>
Less than 2 years	0
2 years	20
3 years	40
4 years	60
5 years	80
6 years	100

ARTICLE 20 **INSURANCE**

Section 1. The Company will provide each regular full-time employee covered by this Agreement, single, single+1, or family medical coverage through the Company insurance plan providing there is no other insurance available to him/her and/or his/her dependents. Weekly employee contributions will match the weekly contributions for the standard Company insurance plan. The weekly rates in effect at the time of ratification are \$37.00 per week for single coverage, \$76.00 for single + 1 coverage and \$98.00 for family coverage. Said employee contributions will be taken through weekly payroll deductions.

Section 2. In order to be eligible for this medical coverage, an employee must be on the active payroll as a full-time regular employee working thirty-six (36) hours or more per week for ninety (90) days. Coverage will become available on the first (1st) of the month following this ninety (90) day period.

Section 3. All full-time employees are eligible for enrollment in the standard Company voluntary dental and vision insurance programs after ninety (90) days of full-time employment. Employees may enroll when initially eligible or at the January open enrollment period. The employee is responsible for the full premium cost. The weekly rates in effect at the time and ratification are:

	Dental	Vision
Single	6.01	1.19
Single + 1	12.01	2.25
Family	16.21	3.30

Section 4. The Company and the Union are committed to the principal of non-duplication of coverage by the Company.

ARTICLE 21 LIFE INSURANCE

Section 1. Life insurance in the amount of fifteen thousand dollars (\$15,000) will be made available to all regular full-time employees who work thirty-six (36) hours or more per week for ninety (90) days.

Life insurance in the amount of eight thousand dollars (\$8,000) will be made available to all regular part-time employees who work less than thirty-six (36) hours per week for ninety (90) days.

Section 2. For those employees hired after the date of ratification of this Agreement, life insurance in the amount of ten thousand dollars (\$10,000) will be made available to all full-time employees who work thirty-six (36) or more hours per week for ninety (90) days.

Section 3. Full-time employees may enroll in the standard Company voluntary supplemental and dependent life insurance programs following ninety (90) days of full time employment or at the January open enrollment if not elected when initially eligible. The full cost of coverage will be paid by the employee.

ARTICLE 22
SICK AND ACCIDENT INSURANCE

Section 1. The Company agrees to provide sickness and accident insurance for all eligible regular full-time employees who have completed their probationary period. Coverage will begin on the first (1st) day of hospitalization or on the eighth (8th) day of illness, and will continue for a period not to exceed twenty (20) weeks annually. In no event will weekly benefits exceed 70% of the employee's regular straight time hourly earnings. Regular full-time employees, those employees who work thirty-six (36) hours or more per week, will be eligible for a maximum benefits as outlined below:

Weeks 1 through 13: 150.00 per week
Weeks 14 through 20: 125.00 per week.

Section 2. Full-time employees may elect to enroll in the standard Company short-term disability insurance program following ninety (90) days of full-time employee or at a January open enrollment period if not elected when initially eligible. The standard benefit plan shall provide a benefit of 66% regular earnings for a period of up to 13 weeks as issued according to the plan's policy.

ARTICLE 23
SAVINGS CLAUSE

Section 1. The Company agrees that in the event of the sale of any or all of the operations covered by this Agreement, a condition of such sale will be recognition of the Union and assumption of the obligation under this Agreement.

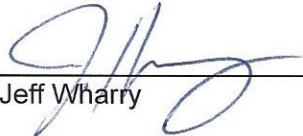
ARTICLE 24
TERMINATION

THIS AGREEMENT shall remain in full force and effect from October 1, 2018 and shall continue in full force and effect until September 30, 2021 and thereafter year to year. Either party shall give a sixty (60) day notice before termination date of its desire to amend, modify, or terminate this Agreement.

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

AVI FOODSYSTEMS, INC.


CATERING INDUSTRY - HOSPITAL
WORKERS AND BARTENDERS UNION,
UNITE HERE LOCAL #688, AFL-CIO



Jeff Wharry 04/05/19 DATE



Mary Thompson 4/9/2019 DATE



John Pence 4/9/2019 DATE

EXHIBIT "A"
WAGES AND CLASSIFICATIONS

The minimum starting wage rates for all regular employees hired on or after October 1, 2018 shall be as follows:

<u>Classification</u>	<u>Starting Rate</u>
General Floater	\$14.50
Service Route Driver	\$12.15
Customer Service Attendant	\$10.80

All employees shall receive the following wage per hour increases and gross bonus amounts on the first day of the pay period closest to the specified effective dates. In the first year of this agreement, employees will receive the greater of the increase to the above listed start rate or the general contract increase listed below:

	10/01/18	10/01/19	10/01/20
General Floater	.45	.45	.45
Service Route Driver	.45	.45	.45
Customer Service Attendant	.45	.45	.45

Employees shall receive the following bonus amounts effective on the specified effective dates:

	Ratification	December 2018	December 2019	December 2020
Amount	250	400.00	400.00	400.00
Paid By	Net Bonus	Gross Bonus	Gross Bonus	Gross Bonus

To be eligible for the bonus the first year, an employee must have been on the payroll for ninety (90) days and be active on the payroll at the time the bonus is paid. To be eligible for the bonus in the ensuing years, an employee must have accumulated one (1) year's seniority and be active on the payroll at the time the bonus is paid.

Any employee whose wage rate is higher than the above rate will receive all increases or bonuses, and no employee will receive a reduction in wages as a result of the signing of this Agreement.

Employees who work the majority of their hours on the second shift (4:00 p.m. through 12:00 midnight) shall receive a premium of six cents (\$.06) per hour added to their straight time hourly rate.

Employees who work the majority of their hours on the third shift (12:00 midnight to 8:00 a.m.) shall receive a premium of eight cents (\$.08) per hour added to their straight time hourly rate.

Night and weekend service calls performed on a call-out basis, outside of the employees regular working hours shall be compensated at the rate of time and one-half (1.5x) the employee's regular hourly rate, for time actually spent by the employee on each service call. In addition to the hourly compensation received for actual performance of service calls, an employee who is on standby basis shall receive forty dollars (\$40.00) per week as compensation for making him or herself reasonably available for the performance of service calls.

The employee assigned as the branch depot lead, will receive a \$1.00 premium above the wage rate of the regularly scheduled job classification.