AGREEMENT

BETWEEN

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

AND

UNITE HERE
LOCAL Union No. 688

EFFECTIVE: September 1, 2018
EXPIRING: August 31, 2021
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AGREEMENT

THIS AGREEMENT, entered into this 1st day of September, 2018, between ARAMARK EDUCATIONAL SERVICES, LLC, hereinafter referred to as the “Company” and LOCAL 688, hereinafter referred to as the “Union”.

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

ARTICLE I - MANAGEMENT RIGHTS

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

ARTICLE II - RECOGNITION

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

ARTICLE III - UNION REPRESENTATION

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

Section 1. In the manner and to the extent permitted by law, membership in the Union shall be required as a condition of employment of each employee on and after the completion of the probationary period or the thirtieth (30th) day following the execution of this Agreement, whichever is later. All employees who are or become members of the Union shall, as a condition of employment, remain members during the term of this Agreement, to the extent permitted by law. Union membership is required only to the extent that employees covered by this Agreement must pay the Union's periodic dues and fees or such other amounts as may be authorized.

Section 2. This Agreement shall be binding upon the parties hereto, their successors and assigns. The Company shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc., of the operation covered by this Agreement, or any part thereof.

ARTICLE V - CHECK-OFF

Section 1. The Company agrees to deduct initiation fees and dues from the paychecks of employees, provided the Union furnishes the Company with individual authorizations, in writing, to do so. Such authorization shall be in a form agreed to by the Company and the Union and shall be irrevocable to the extent permitted by applicable law.

Section 2. In compliance with Section 1 above, the Union will furnish the Company with check-off lists in duplicate before the last day of each month, showing the initiation fees and dues owing for the following month. In the month following receipt of such check-off list, the Company will make deductions from paychecks covering the first payroll period ending in the month and remit same to the Local Union promptly. Remittances will be accompanied by the duplicate check-off list on which proper notations will be made to advise the Union of any employee hired, reinstated, placed on lay-off or leave of absence, or otherwise separated from the active payroll.

ARTICLE VI - SENIORITY

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

Section 2. An employee shall acquire the seniority rights defined in the following Section when he has completed ninety (90) working days on the active payroll. Seniority within a classification shall be considered in the selection of days off, choice of shifts, and vacation sections.
Section 3. When a reduction of personnel on any classification becomes necessary, employees with the least seniority on such classification shall be offered the option of either a direct lay-off or the exercise of their seniority in lower classifications on which they have qualified with the Company. In either event, they shall have recall rights to their classification for a period equal to their seniority up to a maximum of one (1) year. Employees who request a direct lay-off in preference to assignment in seniority order to another shift will be granted direct lay-off with recall rights only to this regular shift. The Company will provide local lay-off form to be presented to the employee to confirm lay-off status.

Section 4. When job vacancies occur, notice of such job vacancy shall be posted for a period of three (3) working days before the job is permanently filled. It is understood that such vacancy can be filled during the interim without regard to seniority. At the conclusion of the bidding period (three [3] working days), the job will be filled by the most senior employee who has made written application for such vacancy, provided he or she is capable and qualified to do the job. The employee awarded the job shall have up to ten (10) days, with a five (5) day extension if deemed necessary, in which to learn the job before being displaced by management. The employee may, during the first ten (10) days, exercise his or her seniority and return to his/her position immediately held prior to the job bid. The displaced employee shall be returned to their previously held classification prior to the above bidding procedure. All job vacancies shall be posted within fourteen (14) days of management becoming aware of the vacancy.

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

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

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

ARTICLE VII - GRIEVANCE PROCEDURE

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

Section 2. Any employee having a grievance shall, immediately after knowledge thereof, take up such grievance with the Manager of the Unit, and endeavor to reach an adjustment thereof. The employee may request the help of the steward if he so desires. The Company shall not be required to consider any grievance, other than wage rates, which is presented to management more than five (5) working days after the incident that gave rise to the grievance.
Section 3. If no mutually satisfactory adjustment is reached and the employee wants to proceed further, the grievance and settlement requested must be reduced to writing and submitted to the steward for discussion with the Manager within three (3) working days, excluding Saturdays, Sundays and Holidays, following disposition by the Manager. At this step, either the steward or the Manager may call in the aggrieved employee. At this Step of the grievance procedure the Business Agent or his designee may attend.

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

Section 5. If a satisfactory settlement is not reached in Section 3 and the Union wants to proceed further with the grievance, the Business Agent of the Union or an officer of the Union will submit the grievance and settlement requested in writing to the Company Director of Industrial Relations as soon as possible, but in no event later than thirty (30) days, excluding Saturdays, Sundays and Holidays, following the date of the grievance as originally submitted in Section 3. Any grievance concerning the discharge of an employee or any other issue involving a continuing back pay liability shall be submitted to the Company Director of Labor Relations immediately after the meeting with the Manager, as provided for in Section 3, and in no event shall the Company be required to consider a grievance of this type which is submitted later than ten (10) days, excluding Saturdays, Sundays and Holidays, after the Manager’s reply to the Union.

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

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

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

Section 9. Upon notice of intent to arbitrate, the Company and the Union will promptly enter into the selection of an arbitrator acceptable to both parties. In the event the parties are unable to agree, they shall jointly and promptly request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. Within ten (10) days following receipt of the list, the Company and the Union shall alternately strike one (1) name from the list until only one (1) name remains. The party referring the grievance to arbitration shall strike the first name. Arbitration shall be scheduled as promptly as possible consistent with the arbitrator's schedule. The arbitrators on the list shall be members of the National Academy of Arbitrators.
Section 10.  The Arbitrator shall confine his decision only to the interpretation and application of the present Agreement and in no event shall he add to or subtract from it.

Section 11.  The decision of the Arbitrator shall be final and binding upon both parties and any award made shall be put into effect promptly, but in no event later than thirty (30) days following the date of the award.

Section 12.  The expense of arbitration shall be shared equally by the Company and the Union.

Section 13.  It is agreed that time limits on the steps listed above may be extended by mutual agreement.

Section 14.  The steward or employee shall not suffer any loss of his/her regular pay while attending a grievance meeting.

ARTICLE VIII - DISCHARGE

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

Section 2.  The Company shall not discharge regular employees without just cause. Further, the Company agrees to observe the principal of progressive discipline except in cases of intoxication, proven theft, or other activities of a very serious consequence. In the administration of progressive penalties, a verbal warning shall be followed by a written reprimand and warning with a copy issued to the employee and a copy sent to the Union office. If no infraction of a similar nature occurs within twelve (12) months after the date of the written warning, then the written warning shall not be used as a basis for any future disciplinary action. Before an employee is finally discharged, he may be suspended pending a meeting with the Union, such meeting to be called by the Union within one (1) week or the right to the hearing shall be waived and the discharge shall stand. It is understood that any written reprimand, suspension, or discharge is subject to the grievance procedure, provided protests are filed within the time limits prescribed therein.

Progressive Discipline:

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

Section 3.  Progressive discipline will be administered within five (5) working days, excluding Saturdays, Sundays and Holidays, from the date the incident occurred.
ARTICLE IX - WAGES AND OVERTIME PAY

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

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

Section 3. The Company agrees to pay time and one-half the regular rate for all hours worked in excess of eight (8) hours per day or forty (40) hours per week. For purposes of this Section, holiday hours paid on holidays not worked during the employee’s regular straight-time week shall be considered as straight time worked. It is further agreed that employees shall be paid time and one-half for work performed on the sixth (6th) and double time for work performed on the seventh (7th) consecutive day worked within a calendar week irrespective of the number of hours worked prior in the week, provided that the employee shall have worked his or her scheduled work days prior in the week, unless excused by management or in the event of illness, certified by a physician. It is understood and agreed that in the application of this Section, the Company shall pay only once for any hours worked, and that there shall be no duplication or pyramiding of overtime pay.

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

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

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

ARTICLE X - HOURS OF WORK

Section 1. The standard work day shall consist of eight (8) hours and the standard work week shall consist of forty (40) hours, provided however, that such standard work day and standard work week shall be used solely as a basis for computing overtime pay and shall not be construed as a guarantee of any number of hours of work per day or per week.
Section 2. Consistent with operating efficiency, the Company will endeavor to schedule as many employees as possible to work eight (8) hours per day and forty (40) hours per week, with preference given to the employee having the greatest seniority.

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

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

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

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

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

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

Section 8. If an employee works four (4) or more consecutive hours of overtime as defined in Article IX – Wages and Overtime Pay, Section 3, they shall be granted one (1) additional day of work in calculating the one hundred sixty-five (165) days for personal days.

ARTICLE XI - HOLIDAYS

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

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

*The employee’s Personal Day will be scheduled at the employee’s request, prior to the start of the employee’s shift, unless business conditions do not permit, in which case the employee will be granted another mutually agreeable day off with pay. Employees who work one hundred sixty-five (165) days or less in the employee’s anniversary year will be granted three (3) personal days. Employees that work more than one hundred sixty-five (165) days in the employee’s anniversary year will be granted an additional three (3) personal days for a total of six (6) personal days.
Section 2. To qualify for holiday pay, an employee must have completed his probationary period, and must have worked his last scheduled day prior to and his first scheduled day following such holiday and must have worked within the past thirty (30) days, unless excused by the Company. It is further agreed that employees who are scheduled to work on a holiday and fail to do so shall not qualify for holiday pay. In the event an employee cannot meet these requirements because of temporary medical disability, the requirements shall be waived upon submission of a physician's certification that the employee was unable to work.

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

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

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

ARTICLE XII - VACATIONS

Section 1. Employees with one (1) year of service shall, upon their anniversary date, be eligible for one (1) week of vacation with pay, provided they have received pay for one hundred sixty-five (165) days, including personal days, vacation and holidays, during the preceding twelve (12) months. Employees with two (2) years of service shall be eligible for two (2) weeks vacation on the same basis as above. Employees with eight (8) years of service shall be eligible for three (3) weeks vacation on the same basis as above. Employees with fifteen (15) years of service shall be eligible for four (4) weeks' vacation on the same basis as above. Employees with more than twenty (20) years of service shall be eligible for one (1) additional day of vacation for each year of service in excess of twenty (20) up to a maximum of five (5) additional days.

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

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

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

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

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

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

Section 7. In the computation of vacation balance for retirees as provided above, employees shall receive their average daily rate since their last anniversary date on the following basis:

a. Employees with one (1) but less than two (2) full years of service shall receive one (1) day of vacation pay for each thirty-three (33) straight-time days worked.

b. Employees with two (2) or more full years of service shall receive one (1) day of vacation for each sixteen and one-half (16½) straight-time days worked.

c. Employees with eight (8) or more full years of service shall receive one (1) day of vacation for each eleven (11) straight-time days worked.

d. Employees with fifteen (15) or more full years of service shall receive one (1) day of vacation for each eight and one-half (8½) straight-time days worked.

e. Employees with thirty (30) or more years of service shall receive one (1) additional day of vacation for every year of service in excess of thirty (30) years.

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

ARTICLE XIII - LEAVES OF ABSENCE

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

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

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

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

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

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

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

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

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

ARTICLE XIV - GROUP INSURANCE

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

<table>
<thead>
<tr>
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<th>August 1, 2018</th>
<th>August 1, 2019</th>
<th>August 1, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee Only</td>
<td>$498.00</td>
<td>$548.00</td>
<td>$603.00</td>
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<tr>
<td>Employee + Spouse</td>
<td>$997.00</td>
<td>$1,097.00</td>
<td>$1,207.00</td>
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<tr>
<td>Employee + Children</td>
<td>$1,022.00</td>
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<tr>
<td>Employee + Child</td>
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<tr>
<td>Family</td>
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<td>$1,672.00</td>
<td>$1,839.00</td>
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Section 2. Employees covered by the medical insurance plan shall pay the following monthly contributions. Such deductions shall be by payroll deductions:

<table>
<thead>
<tr>
<th></th>
<th>October 1, 2018</th>
<th>September 1, 2019</th>
<th>September 1, 2020</th>
</tr>
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<tbody>
<tr>
<td>Employee Only</td>
<td>$30.00</td>
<td>$35.00</td>
<td>$40.00</td>
</tr>
<tr>
<td>Employee + Spouse</td>
<td>$45.00</td>
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<td>$55.00</td>
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<tr>
<td>Employee + Children</td>
<td>$50.00</td>
<td>$55.00</td>
<td>$60.00</td>
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<tr>
<td>Employee + Child</td>
<td>$45.00</td>
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<td>$55.00</td>
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<tr>
<td>Family</td>
<td>$55.00</td>
<td>$60.00</td>
<td>$65.00</td>
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Section 3. The Company agrees to make the following contribution for Employee only dental insurance:

<table>
<thead>
<tr>
<th></th>
<th>September 1, 2018</th>
<th>September 1, 2019</th>
<th>September 1, 2020</th>
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<tbody>
<tr>
<td></td>
<td>$46.00</td>
<td></td>
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The above contributions are for all full-time employees covered under the classifications of this Agreement and begin upon the Company’s first contribution.

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

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

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

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

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

Section 9. The parties are committed to continuation of benefits as outlined under the terms and conditions of the Family and Medical Leave Act of 1993 for a qualifying event.
ARTICLE XV - NO STRIKE/NO LOCKOUT

The Union recognizes the necessity of continuous service in the Company operation and agrees that neither the Union nor any employee, individually or collectively, shall authorize or take part in any strike or other interruption or impediment of production or service and the Company agrees that there shall be no lockout. Further, any employee who violates the provisions of this Section may be discharged forthwith. It is expressly understood that this Section shall not apply with respect to wage negotiations after the termination date of this Agreement.

ARTICLE XVI - NO DISCRIMINATION

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

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

ARTICLE XVII - GENERAL PROVISIONS

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

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

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

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

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

Section 6. Supervisory employees shall not be permitted to perform work on any Union job, except in the following types of situations:
a. In emergencies when regular employees are not immediately available.

b. In the instruction and training of employees.

c. In performance of necessary work when production difficulties are encountered.

Section 7. Employees will be paid bi-weekly every other Friday. To the extent permitted by law, all wages shall be paid by direct deposit or pay card provided by the Company. Employees also consent to receive an e-statement.

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

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

**ARTICLE XVIII – ARAMARK HOURLY 401(K) PLAN**

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

**Employee Contributions:**

(a) Mandatory: In order to participate the employee must contribute at least one percent (1%) of their pay.

(b) Voluntary: The employee may elect to contribute additional money to the plan via payroll deduction up to a maximum contribution of fifty percent (50%) of their pay.

**Company Contributions:**

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

**Vesting:**

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

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

ARTICLE XX - UNITE HERE TIP CAMPAIGN COMMITTEE

The Company shall deduct and transmit to the Treasurer of UNITE HERE TIP Campaign Committee the amount of contribution specified for each payroll period or other designated period worked from the wages of those employees who voluntarily authorize such contribution at least seven (7) days prior to the next scheduled pay period, on the form provided for that purpose by the UNITE HERE TIP Campaign Committee. These transmittals shall occur no later than the fifteenth (15th) day of the following month, and shall be accompanied by a list setting forth as to each contributing employee his or her name, address, occupation, rate of OAC payroll deduction by the payroll or other designated period, and contribution amount. The parties acknowledge that the Company's costs of administration of this PAC payroll deduction have been taken into account by the parties in their negotiation of this Agreement and have been incorporated in the wage, salary and benefits provisions of the Agreement. The Company shall send these transmittals and this list to: Treasurer, UNITE HERE TIP Campaign Committee, 275 Seventh Avenue, New York, NY 10001.

ARTICLE XXI - PAST PRACTICE

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

ARTICLE XXII - TERMINATION

This Agreement shall continue in full force and effect from September 1, 2018 until August 31, 2021, and from year to year thereafter unless either party shall give notice to the other party sixty (60) days before the expiration date of its intention to amend, modify, or terminate the Agreement. The other party will, within thirty (30) days reply, accepting, rejecting or scheduling a meeting for the purpose of negotiating the proposals.

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

Aramark Labor Relations
420 Eureka Road, #465
Wyandotte, MI 48192
The Union's address for purpose of sending an opening notice is:

Local 688
1300 W. Thomas Street, Suite A
Bay City, Michigan 48706

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

ARAMARK EDUCATIONAL SERVICES, LLC

[Signature] 1/19/19

[Signature] 1/15/19

UNITE HERE
Local Union NO. 688

[Signature] 11/15/18

[Signature] 11/15/18

[Signature] 11/15/18
# EXHIBIT "A"

## WAGE RATES

### Classifications:
- Residential Cook, Catering Cook
- Residential Lead, Retail Lead, Purchasers
- FSW, Cashiers, Porters, Floats
- General Utility

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All employees must be paid the Hire Rate as a minimum. The Hire Rate will remain unchanged through the term of this Agreement.

Lead differential – Fifty cents ($0.50) cents per hour.
If an employee works at least two (2) hours as a lead in a shift the entire shift will be paid at the higher rate.

Employees who are currently receiving an hourly rate in excess of the above hourly rates shall be grandfathered. Upon leaving their classification for any reason, their hourly rate shall revert to the contract classification and rate.

Any employee who starts their shift between the hours of 11:00 p.m. and 5:00 a.m. will be paid a premium of twenty-five cents ($0.25) per hour.
To: Mary Thompson
From: John F. Curry
Date: 4/16/99
RE: Pam Horen Rate Increase

Effective immediately Pam Horen should receive a 13 cent raise increase per hour. This is due to the volume and extra duties that have been added to her department. Also whenever Pam has to decorate a cake she will receive an extra 30 cents per hour.

Cc: Betty Papajesk
MEMO

Date: April 11, 2013
To: SVSU ARAMARK Employees
From: The Management Team
Re: Summer Scheduling

Retail
At the beginning of each month, the available shifts for retail will be posted for the following month. For example, at the beginning of May, the shifts available for June will be posted. The shifts will be posted for one calendar week (five business days).

The jobs will be posted in a binder by day. Employees can sign on for the shifts they want with each available shift being awarded to the highest senior qualified employee for that shift. Employees are free to sign up for as many shifts as they would like, not to exceed 40 hours per week.

The binder will be available in the Albert E’s manager office and employees will need to physically come into the office to sign on a job. It will no longer be allowed for employees to call the office and find out which shifts are available. Once the week closes, it is the employee's responsibility to come into the office to check whether they were awarded a position.

Once the month’s schedule is set, there will be no bumping allowed. You may still switch or give up scheduled shifts as long as you have a manager’s approval.

The retail schedule for May will be posted on Thursday, April 11 and will come down on Thursday, April 18. After that, the new summer openings will be posted on May 1, June 3, and July 8.

Marketplace:
A sign up list will be posted on April 11 at the Marketplace and will be up until the end of the semester. Any employee interested in working at the Marketplace for the summer can sign on the list. If you do not wish to work during the summer, simply leave your name off the list. That being said, if we don’t have enough employees from the list to fill the shifts, we will schedule employees from lowest to highest seniority into those positions regardless of whether they are on the list.

Once your name is on the list, any positions that become available as a result of camps, orientations, or otherwise will be filled with the highest senior qualified person who is on the sign up list.

In the event that additional and unanticipated needs present themselves for these or other locations, the management team will work individually with employees to fill those shifts.

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

If you do not work enough hours to cover your insurance payment, you must bring your payment to the office each pay day so your insurance stays current. If you do not make payments, you will forfeit your coverage until you bring it back to full payment and the insurance company reinstates you.

Thank you.
Summer Scheduling Guidelines

- Retail positions for the summer break will be posted monthly by shift. An example includes the AM Starbucks shift will be posted by day, Monday through Friday. Highest Seniority Employees with proper qualifications will be given the opportunity to sign for each Retail shift, as many as they would like not to exceed 40 hours per week. Once the monthly Retail Schedules are set no bumping can occur.

- A sign-up sheet will be used for the Summer Residential / Camp Schedule. Employees signing the sheet will be used to fill these positions based on qualifications. Schedules will be based on Highest to Lowest Seniority. In the event we don’t have enough employees from the list to fill the shifts we will force employees from Lowest to Highest into the positions.

- Eligible full-time employees who are temporarily laid off must work a sufficient number of days per month to cover their insurance contributions. Vacation days to be counted towards meeting the time necessary to cover their insurance contributions.
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To:         SVSU ARAMARK Employees
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The binder will be available in the Albert E’s manager office and employees will need to physically come into the office to sign on a job. It will no longer be allowed for employees to call the office and find out which shifts are available. Once the week closes, it is the employee’s responsibility to come into the office to check whether they were awarded a position.

Once the month’s schedule is set, there will be no bumping allowed. If a situation arises where you no longer want or cannot work that shift, it is up to you to find a replacement for the shift with the approval of a manager in advance.

The retail schedule for May will be posted on Thursday, April 11 and will come down on Thursday, April 18. After that, the new summer openings will be posted on May 1, June 3, and July 8.

Marketplace:
A sign up list will be posted on April 11 at the Marketplace and will be up until the end of the semester. Any employee interested in working at the Marketplace for the summer can sign on the list. If you do not wish to work during the summer, simply leave your name off the list. That being said, if we don’t have enough employees from the list to fill the shifts, we will schedule employees from lowest to highest seniority into those positions regardless of whether they are on the list.

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If you do not work enough hours to cover your insurance payment, you must bring your payment to the office each pay day so your insurance stays current. If you do not make payments, you will forfeit your coverage until you bring it back to full payment and the insurance company reinstates you.

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- Eligible full-time employees who are temporarily laid off must work a sufficient number of days per month to cover their insurance contributions. Vacation days to be counted towards meeting the time necessary to cover their insurance contributions.
MEMORANDUM OF SETTLEMENT BETWEEN:
ARAMARK EDUCATIONAL SERVICES, LLC at
Saginaw Valley State University
Saginaw, MI
Hereinafter referred to as “the Company”
and
UNITEHERE! Local 688
Hereinafter referred to as “the Union”

1. The parties agree to the terms of this memorandum as constituting full settlement of all matters arising through collective bargaining.

2. The undersigned representatives of the parties agree to recommend complete acceptance of all of the terms of this memorandum to their respective principals.

3. The parties agree that the term of the collective bargaining agreement shall be from September 1, 2018 to and including August 31, 2021.

4. The parties agree that the collective bargaining agreement shall include the terms of the previous collective bargaining agreement which expired August 31, 2018, provided, however, that the following amendments are incorporated.

ARTICLE VI – SENIORITY
Section 4 add as first sentence “All job vacancies shall be posted within fourteen (14) days of management becoming aware of the vacancy.”

ARTICLE XI – HOLIDAYS
Section 1 change the first sentence of second paragraph to read “The employee’s Personal Day will be scheduled at the employee’s request, PRIOR TO THE START OF THE EMPLOYEE’S SHIFT, unless business conditions do not permit, in which case the employee will be granted another mutually day off with pay.” (addition in italics and underlined)

ARTICLE XII – VACATIONS
Section 4 add “Management to respond to written time off request, with approval or denial, within seven (7) calendar days from the time the employee submits the request.”

Section 5 add “Should an employee not so request vacation pay two (2) weeks in advance, vacation pay shall be paid in the normal payroll during the week(s) of the scheduled vacation.”

ARTICLE XIV – GROUP INSURANCE
Section 2 Increase employee monthly contributions by $5.00 per month in month following ratification; $5.00 effective 9-1-19; and $5.00 effective 9-1-20.

Section 3 Increase Company contribution for dental from $45.00 to $46.00.
ARTICLE XVII – GENERAL PROVISIONS

Section 4 add “The Company may require and inform employees to purchase safety shoes eligible for reimbursement from the Company Shoes for Crews program.”

Section 7 add “To the extent permitted by law, all wages shall be paid by direct deposit or pay card provided by the Company. Employees also consent to receive an e-statement.”

Section 10 delete (moved to Article XII, Section 4).

ARTICLE XVIII – 401(K) PLAN

Employee Contributions (b) The employee may elect to contribute up to fifty percent (50%) of their pay (changed from 25%), to agree with Aramark 401(k) Plan.

Vesting For Company contributions, employee to be vested one hundred percent (100%) after six (6) full years of service (changed from 5 years), to agree with Aramark 401(k) Plan.

EXHIBIT “A” WAGE RATES

Hourly Wage Increases:

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<th>Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>9-1-18</td>
<td>$.20</td>
</tr>
<tr>
<td>3-1-19</td>
<td>$.20</td>
</tr>
<tr>
<td>9-1-19</td>
<td>$.20</td>
</tr>
<tr>
<td>3-1-20</td>
<td>$.20</td>
</tr>
<tr>
<td>9-1-20</td>
<td>$.20</td>
</tr>
<tr>
<td>3-1-21</td>
<td>$.20</td>
</tr>
</tbody>
</table>

Will insert wage scales for every classification, in Exhibit A.

This Memorandum of Settlement is entered into by the Union and the Company on September 6, 2018.

FOR UNION:                                  FOR COMPANY:

__________________________________________  ______________________________________
To: Mary Thompson
Company:  
Fax: 9896865855  
Phone:  

From: Burnett, Ransford  
Fax:  
Phone: 914.367.5221  
E-mail: rburnett@alicare.com

NOTES:

Here is the Life Insurance coverage description, final 3 of 3 docs being sent. This also will remain the same at $25,000, there was no request to have this change before or during negotiations.

As I mentioned, via our phone conversation, these benefits Life and Disability usually remain the same as was previously agreed to unless we are notified otherwise. Therefore, upon renewals we would not provide new figures or give mention to those benefits.
To: Mary Thompson  
Company:  
Fax: 9896865855  
Phone:  

From: Burnett, Ransford  
Fax:  
Phone: 914.367.5221  
E-mail: rburnett@alicare.com

NOTES:  

Mary:  

Here is the Disability Description. This will remain the same as there was no indication to make any changes before or during negotiations.
Life Insurance Coverage

What Is The Amount Of Your Life Insurance?

SUMMARY

Life Insurance covers your life but not the lives of your dependents. If you are actively working in covered employment, your life is insured for $25,000. Eligibility for the life insurance benefit is subject to the Fund’s rules, as outlined in the following section. Your beneficiary is the person or persons you choose to receive your life insurance benefit when you die. You name your beneficiary by completing a written form and filing it with The Amalgamated National Health Fund, 333 Westchester Avenue, White Plains, NY 10604. To change your beneficiary, obtain a change of beneficiary form from the Fund Office, fill it out and return it. A change of beneficiary does not take effect until a signed form, authorizing the change, is received by the Fund Office.

Please note: If you are also eligible for the ILG Death Benefit. The ILG Death Benefit will be coordinated with the life insurance benefit described above so that the amount paid by both life insurance coverages will not exceed $25,000.

How To Name Your Beneficiary

If you name more than one beneficiary, you may specify different amounts to be paid to each. If you don’t specify, your beneficiaries will receive equal shares of your life insurance.

If a beneficiary does not survive you, or if there is no beneficiary, that share of your life insurance will be paid according to the following order:

- spouse
- children
- parents
- brother(s) and sister(s)
- the administrator of your estate.

How Payment Is Made

A lump sum will be paid to your beneficiary. If your beneficiary is a minor or a person who cannot handle his/her own affairs, payment will be made to a legally appointed representative.

- If there is no legal representative, the minor’s share will be held by the Company until the minor reaches the age of majority. At that time, the life insurance and any accrued interest will be paid to the beneficiary.

- If no legal guardian is appointed for a beneficiary who cannot handle his/her own affairs, periodic payments may be made to those with responsibility for him/her.
If You Have An Accident

If your disability is due to an accidental injury, you will become entitled to payments after you are disabled for seven consecutive days. However, once you are disabled for seven days, payment is made from the first day of disability. So, if an accidental injury keeps you out of work six days or less, you will not receive payments. However, if the injury keeps you out of work for seven or more days, you will receive payments from the first day of your injury.

Exclusion For Pre-Existing Conditions

You will not be covered for a one year period following your date of hire for any conditions that existed during the six months immediately prior to the date you were hired.

How Long You Can Receive Payments

The Plan divides disabilities into two types:

- illness or pregnancy, and
- accidental injury

During any 12 consecutive month period, you can receive weekly disability income for up to 13 weeks while you are disabled.

How The Plan Works With Other Coverage

Automobile No-Fault Coverage

If your disability is caused by an accident in a state that is covered by an automobile no-fault insurance law, or similar laws relating to motor vehicle coverage and financial responsibility when not entitled a “No-Fault” law, the automobile no-fault insurance may be responsible to pay for loss of earnings instead of the Plan’s weekly disability income coverage. However, in some states the Fund’s coverage may be primary. Therefore, a disability claim should be filed with the Fund.

Workers’ Compensation Coverage

The Plan does not provide any weekly disability income where you are entitled to Workers’ Compensation coverage.
Liability Coverage (Subrogation)

When benefits are paid or payable to or for an employee under the terms of this Plan, the Fund is subrogated to the rights of recovery of such employee against any person or entity who or which is liable for the illness or injury that necessitated disability payments, irrespective of whether or not the settlement or judgment obtained by the employee specifically allocates a portion of the settlement or judgment to benefits paid or payable to the Fund and irrespective of whether or not the settlement or judgment is obtained before or after the Fund completes its payments.

The Fund shall have no liability to pay any benefits to or on behalf of an employee unless and until the employee executes a lien in favor of the Fund acknowledging the Fund’s right of recovery of a portion of the settlement or judgment equal to the benefits paid and to any benefits paid thereafter by the Fund.

Such subrogation rights shall also extend to any recovery by such employee or of any proceeds paid pursuant to an insurance contract. If the source of recovery is another insurance policy (including, but without limitation, an uninsured or underinsured motorist policy), irrespective of whether the employee personally purchased the policy, the Fund shall still have the right to subrogate.

How To File A Disability Claim

Claim forms are available from the Fund Office or your Joint Board or Local Office. Claims must be filed within 90 days of the onset of your disability. Claims submitted after such 90 day period will be denied for late filing.

In some areas of the country, you do not have to file a claim form to receive Weekly Disability Income benefits. You can call the toll free telephone number so your claim can be authorized. You will be notified if this program applies in your area.

The Fund Office is aware that you need your weekly disability income to replace your lost wages, and makes every effort to process your claim as quickly as possible. You can help speed the processing of your claim if you:

- Follow the instructions on the claim form carefully and make sure everything is properly completed
- Make sure your employer completes the earnings section on the claim form
- Make sure your doctor fills out the medical section completely. If you have to leave the form with your doctor, follow up to see that it is mailed promptly.

Claim denials may be appealed. (See “How Your Rights Are Protected”).
What The Plan Does Not Cover

You cannot receive disability payments:

- Unless you are under the care of a doctor during the period you are unable to work,
- For any period of time you are not considered disabled according to the Fund's guidelines,
- If your disability results from or occurs during the commission of a crime or illegal act by you,
- During a period for which you received or are eligible for Unemployment Insurance Compensation,
- If your disability results from an act of war, whether declared or undeclared, or caused during service in the armed forces of any country,
- If your disability is due to an illness or injury arising out of or in the course of your employment.
Weekly Disability Income Coverage

Who Is Covered?

You, but not your dependents, are covered for Weekly Disability Income Coverage. If an illness, pregnancy or accidental injury makes you unable to perform the duties of your job, the Plan provides coverage for weekly disability income. Payments begin after appropriate medical evidence of your disability is given to the Fund Office or your Joint Board or Local Office.

How Much You Can Receive

Weekly disability income provides a $80 weekly benefit for up to a maximum duration of 13 weeks per 12 month period.

When Payment Begins

If You Are Ill or Pregnant

If your disability is due to an illness or pregnancy, you will become entitled to payment after you are disabled for 14 consecutive days. However, once you are disabled for 14 days, payment is made from the eighth day of disability. So, if an illness or pregnancy keeps you out of work 13 days or less, you will not receive payments. If an illness or pregnancy keeps you out of work 14 or more days, you will receive payment from the eighth day on.
To: Mary Thompson
Company: 
Fax: 9896865855
Phone: 

From: Burnett, Ransford
Fax: 
Phone: 914.367.5221
E-mail: rburnett@alicare.com

NOTES:

Please see the Bronze Plan Description "At-A-Glance" this is 1 of 3 documents ... Life Insurance and Disability will follow shortly

Date and time of transmission: Thursday, October 4, 2018 3:41:04 PM
Number of pages including this cover sheet: 07
A General Overview of Your Plan
for Participants of
Bronze Plus Plan
The Health & Welfare Plan
of the
Amalgamated National Health Fund

On the following pages you will find a chart providing an overview of your coverage.

This Overview of Coverage is to provide you with a very general, basic description of your Health & Welfare Plan. This Note is not intended to replace any of the Plan documents or your summary plan description booklet. To obtain detailed information about the Plan, you should read your summary plan description booklet or contact the Fund Office at 333 Westchester Avenue, White Plains, N.Y. 10604, telephone number (914) 367-5100.
Your Plan At A Glance

Health Care Coverage

By using the Network of Hospitals, doctors and other health care providers, you will be entitled to maximum healthcare coverage for yourself and your family. The chart below summarizes your full managed care coverage and is included here as a “quick reference.”

<table>
<thead>
<tr>
<th>Coverage When A Network Provider Is Used</th>
<th>Coverage When A Network Provider Is NOT Used¹</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Maximum</td>
<td>None.</td>
</tr>
<tr>
<td>Annual Deductible</td>
<td>None.</td>
</tr>
<tr>
<td>$500 per person, $1,000 per family.</td>
<td>$1,000 per person, $2,000 per family.</td>
</tr>
<tr>
<td>Out of Pocket Maximum</td>
<td>Unlimited.</td>
</tr>
<tr>
<td>$6,350 per person, $12,700 per family.</td>
<td></td>
</tr>
</tbody>
</table>

Hospital Coverage

<table>
<thead>
<tr>
<th>Hospital Inpatient</th>
<th>60% of the network rate for up to 120 days per calendar year. Includes coverage for mental health and substance abuse admissions.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Room, Board and Ancillary, Skilled Nursing or Acute Rehabilitation Facility, Birthing Center</td>
<td>50% of reasonable billed charges for up to 120 days per calendar year. Includes coverage for mental health and substance abuse admissions.²</td>
</tr>
<tr>
<td>Hospice</td>
<td>60% of the network rate for up to a maximum period of six months and three bereavement counseling sessions per calendar year.</td>
</tr>
<tr>
<td></td>
<td>50% of reasonable billed charges for up to a maximum period of six months and three bereavement counseling sessions per calendar year.²</td>
</tr>
<tr>
<td>Hospital Outpatient</td>
<td>60% of the network rate.</td>
</tr>
<tr>
<td>Emergency Accident, Emergency Illness</td>
<td>60% of reasonable billed charges.²</td>
</tr>
</tbody>
</table>

¹ For services where you have no control in selecting an in-network provider (e.g., you used an in-network provider but there were professional components that may have resulted in billing by non-network professionals such as an emergency room physician, anesthesiology, assistant surgeon, diagnostic interpretations such as radiology & pathology and ambulance) coverage will be provided at the in-network level of coinsurance based on usual and customary charges for the service provided.

² The reasonable billed charges are either the usual and customary charges for the service provided, the network rate, or the Fund’s schedule.
## Hospital Coverage (continued)

### Non-emergency hospital, clinic, urgent care, or diagnostic only facility services
- **Hospital Outpatient (continued)**
  - 60% of the network rate. $35 co-payment per urgent care facility visit.
  - 50% of reasonable billed charges.¹

### Ambulatory or Outpatient Surgery, Chemotherapy, Radio-therapy, and Pre-admission testing (within 7 days from admission)
- 60% of the network rate.
- 50% of reasonable billed charges.¹

## Major Medical Coverage

### Surgery
- Maternity, Assistant Surgeon, Second Surgical Opinion
  - 60% of the network rate.
  - 50% of reasonable billed charges.¹

### Organ Transplants
- 60% of the network rate.
- Not covered.

### Anesthesiology
- 60% of the network rate.
- 50% of reasonable billed charges.¹

### Physician Hospital Inpatient Visits
- 60% of the network rate.
- 50% of reasonable billed charges.¹

### Physician Office Visits
- 100% of the network rate, after a $25 primary care physician co-payment per visit and a $35 specialist co-payment per visit.
- 50% of reasonable billed charges.¹

### Home Health Care
- 60% of the network rate.
- 50% of reasonable billed charges.¹

### Diagnostic Imaging, X-Ray and Laboratory Testing (includes MRI, CT Scans, etc.)
- 60% of the network rate.
- 50% of reasonable billed charges.¹

---

¹ The reasonable billed charges are either the usual and customary charges for the service provided, the network rate, or the Fund's schedule.
<table>
<thead>
<tr>
<th>Major Medical Coverage (continued)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Therapeutic Professional Services</strong> (chemotherapy, radiation therapy, infusion therapy, dialysis, electroshock therapy)</td>
</tr>
<tr>
<td>60% of the network rate.</td>
</tr>
<tr>
<td><strong>Physical Therapy</strong></td>
</tr>
<tr>
<td>100% of the network rate, after a $35 co-payment, for up to 30 visits per calendar year.</td>
</tr>
<tr>
<td><strong>Speech Therapy</strong></td>
</tr>
<tr>
<td>100% of the network rate, after a $35 co-payment, for up to 30 visits per calendar year.</td>
</tr>
<tr>
<td><strong>Occupational Therapy</strong></td>
</tr>
<tr>
<td>100% of the network rate, after a $35 co-payment, for up to 30 visits per calendar year.</td>
</tr>
<tr>
<td><strong>Respiratory Therapy</strong></td>
</tr>
<tr>
<td>60% of the network rate for up to 30 visits per calendar year.</td>
</tr>
<tr>
<td><strong>Cardiac Rehabilitation</strong></td>
</tr>
<tr>
<td>60% of the network rate for up to 30 visits per calendar year.</td>
</tr>
<tr>
<td><strong>Allergy Testing and Treatment</strong></td>
</tr>
<tr>
<td>60% of the network rate.</td>
</tr>
<tr>
<td><strong>Injections/Immunizations</strong></td>
</tr>
<tr>
<td>60% of the network rate (some immunizations may be covered at 100% of the network rate).</td>
</tr>
<tr>
<td><strong>Accidental Injury To Sound</strong></td>
</tr>
<tr>
<td>60% of the network rate.</td>
</tr>
<tr>
<td><strong>Durable Medical Equipment, Prosthetics, &amp; Orthotics</strong></td>
</tr>
<tr>
<td>(includes medical supplies essential to DME, e.g. oxygen)</td>
</tr>
<tr>
<td>60% of the network rate. Shoe inserts are covered for up to a maximum payment of $500 every 2 years.</td>
</tr>
<tr>
<td><strong>Ambulance</strong></td>
</tr>
<tr>
<td>60% of the network rate.</td>
</tr>
</tbody>
</table>

1 The reasonable billed charges are either the usual and customary charges for the service provided, the network rate, or the Fund's schedule.
### Major Medical Coverage (continued)

<table>
<thead>
<tr>
<th>Service</th>
<th>Covered When a Network Provider Is Used</th>
<th>Covered When a Network Provider Is NOT Used</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blood</td>
<td>60% of the network rate.</td>
<td>50% of reasonable billed charges.¹</td>
</tr>
<tr>
<td>Outpatient Psychotherapy</td>
<td>100% of the network rate, after a $35 co-payment per visit.</td>
<td>50% of reasonable billed charges.¹</td>
</tr>
<tr>
<td>Outpatient Substance Abuse Therapy</td>
<td>100% of the network rate, after a $35 co-payment per visit.</td>
<td>50% of reasonable billed charges.¹</td>
</tr>
<tr>
<td>Chiropractic Visits</td>
<td>100% of the network rate, after a $35 co-payment, for up to 30 visits per calendar year.</td>
<td>50% of reasonable billed charges, for up to 30 visits per calendar year.¹</td>
</tr>
<tr>
<td>Preventive Services</td>
<td>Certain preventive services are covered in full. Refer to your Summary Plan Description for details. When a network provider is not used, preventive services are covered at 50% of reasonable billed charges.¹</td>
<td></td>
</tr>
</tbody>
</table>

**Medical Certification Program** — The Medical Certification Program requires that you call Alicare Medical Management at 1-800-332-5426 to obtain the Fund's certification before you or one of your covered dependents use any of the following services or procedures:

- If you are going into the hospital.
- If you are having any surgery.
- If you are having any high cost diagnostic or therapeutic treatment (over $500) such as Magnetic Resonance Imaging (MRI), CAT Scans, Dialysis or Infusion Therapy.
- If your doctor is planning to admit you to a skilled nursing facility, an acute rehabilitation facility or order home health care services.
- If you are going to have hospice care.
- If you are pregnant, you must call Alicare Medical Management if your physician or midwife has recommended a hospital length of stay for more than 48 hours following a normal vaginal delivery or more than 96 hours following a Caesarean Section. In addition, when you are in the hospital at the time of delivery, you must call Alicare Medical Management if it is determined that your stay will be longer than what is outlined above. Additional days that are not precertified may not be covered.
- If you are planning to participate in an approved experimental and/or clinical trial with respect to the treatment of cancer or another life-threatening disease or condition.

**If you do not notify Alicare Medical Management when required, your claims for those services will not be covered, or will not be covered in full.** The toll free telephone number to call Alicare Medical Management is 1-800-332-5426.

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### The 24-Hour Nurse HelpLine

The 24-Hour Nurse HelpLine is a service that allows you and your family to call registered nurses, toll free, 24 hours a day, who will assist you with your health questions. This is a completely voluntary program of health education, support and counseling. In addition to speaking with a nurse, callers may choose to listen to any of over 1000 pre-recorded tapes dealing with a wide range of medical topics such as allergies, diet, children’s health and development, HIV/AIDS, cancer, exercise, dental health, drug abuse, and many other topics. Close to 600 of these tapes are also available in Spanish. Call the Nurse HelpLine at 1-888-557-6796.

¹ The reasonable billed charges are either the usual and customary charges for the service provided, the network rate, or the Fund’s schedule.
Prescription Drug Coverage

Covered through a card program for up to a 34 day supply, after a $15 co-payment for generic drugs, a $30 co-payment for formulary brand name drugs, and a $45 co-payment for non-formulary brand name drugs.

Also covered through a maintenance mail order program for up to a 90 day supply after a $30 co-payment for generic drugs, and a $60 co-payment for formulary brand name drugs, and an $90 co-payment for non-formulary brand name drugs.

Vision Care Coverage

Covered up to $200 per person each 24 months for eyeglasses or contact lenses and/or an eye examination.

Affordable Care Act

The benefits summarized in this Summary Plan Description are intended to comply with the Patient Protection and Affordable Care Act (the Affordable Care Act). Any further modifications required by the Affordable Care Act will be made as necessary at the appropriate time.