

**AGREEMENT**

**BETWEEN**

**ARAMARK**  
**AT**  
**THE AMERICAN UNIVERSITY**

**AND**

**UNITEHERE LOCAL 23**

**Agreement Effective: June 1, 2012 through May 31, 2016**

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## **AGREEMENT**

This Agreement made this 1st day of June, 2012 by and between Aramark Management Company, at American University, hereinafter called the Company, and UNITEHERE LOCAL 23, hereinafter called the Union, and in consideration of the mutual promises herein made, the parties agree as follows:

WITNESSETH:

### **ARTICLE 1 - UNION RECOGNITION**

For the duration of this Agreement, the Company recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and working conditions for Food Service associates on the payroll of its operation at the American University, Washington, DC. Specifically excluded from the bargaining unit are all students, office clerical associates, guards and watchmen, professional associates and supervisors as defined in the Act as amended.

### **ARTICLE 2 - UNION SECURITY**

- A. Good standing membership in the Union shall be a condition of employment with the Employer for all bargaining unit employees who have such membership on the date of execution of this Agreement; it shall also be a condition of employment with the Employer for all other bargaining unit employees on and after the thirtieth (30<sup>th</sup>) day following the execution or effective date of this Agreement, or on or after the thirtieth (30<sup>th</sup>) day following the beginning of their employment, whichever is the later. If the foregoing is prohibited by law, then at the corresponding time all employees shall be required as a condition of employment (unless prohibited by law) to pay to the Union a service charge to reimburse it for the cost of negotiating and administering this agreement.
- B. The failure of any employee to become a member of the Union at such required times shall obligate the Employer, upon written notice from the Union to such effect and with proper documentation, and to the further effect that Union membership was available to such employee on the same terms and conditions generally available to other members, to forthwith discharge such employee. Further, this failure of any employee to maintain his Union membership in good standing as required herein shall, upon written notice to the Company to such effect, obligate the Employer to forthwith discharge such employee.
- C. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer in compliance with any of the provisions of this Section.

- D. Good standing membership in the Union for purposes of this Article means such membership in the Union through membership in UNITE HERE.
- E. In the event that Section 1 may not be lawfully applied, all employees shall be informed by the Employer of the existence of this Agreement. The parties agree that the following Joint Statement shall be read or provided to employees at new employee orientation and posted in the workplace: "All employees of Bon Appetit at American University are covered under a collective bargaining agreement between Bon Appetit and UNITE HERE. Bon Appetit is neutral on the subject of employees' decision to join or not join the Union. No employee shall be discriminated against for either joining or not joining the Union. More information and a copy of the Union Contract can be obtained by calling the Union Office at \_\_\_\_\_."
- F. To simplify the Employer's and the Union's administration of this Section, the Employer shall upon the hiring of new employees provide each employee an application for union membership and dues check-off authorization form. The Employer shall remit the completed forms to the union monthly. All new employees shall be entitled to receive an unpaid fifteen (15)-minute orientation provided by the Union at the end of each new hire orientation session.

### **ARTICLE 3 – CHECK OFF AND POLITICAL ACTION FUND**

- A. The Employer agrees to deduct bi-weekly, from the wages of each employee who so authorizes such deduction, the amount of regular initiation fees and monthly Union dues as certified to the Employer by the Secretary/Treasurer of the Union. Except for the deduction of fees other than dues, the Employer will not deduct more than one month's dues from any single paycheck, or more than two months dues in any single month.
- B. The Employer shall remit each month to the Union, the amount of deductions made for that particular month including initiation fees, reinstatement fees, membership dues, and arrears, together with a list of employees with their social security numbers, address, phone number, hourly rate of pay, and arrearages per week/month, for whom such deductions have been made, and for those employees for whom no deductions were made a reason why. The list will indicate all official personnel actions that result in a change in status of bargaining unit members, including new hires, terminations, leaves of absence, and layoffs. The remittance shall be forwarded not later than the twenty-fifth (25<sup>th</sup>) of the month following the month in which deductions are made. The will transfer the information and dues remittances electronically to the unions secure FTP site.
- C. The Union shall hold harmless the Employer from any and all claims that may arise

out of the Employer's compliance with this Article.

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

#### **ARTICLE 4 – MANAGEMENT RIGHTS**

- A. The management of the business in all of its phases and direction of the working forces, including but not limited to the right to hire, transfer and assign duties to associates, to increase or decrease the working force, to determine products to be handled, to change working schedules and hours of work, providing it does not conflict with the terms of this Agreement, to determine types of equipment and methods of handling products and equipment, to sell equipment, products and to establish Company reasonable rules for associate conduct, provided that none of the above actions shall be taken because of the associates' Union activities or affiliation, and all other management rights are vested exclusively in the Company.
- B. The Employer agrees not to subcontract any part of its operations covered by this Agreement and its obligations to the Client, except where such subcontracting is required by its contract with the Client or where its Client specifically requests the Employer to subcontract particular services or operations.
- C. All rights not explicitly and specifically limited by other provisions of the Agreement reside with the Management of the Company.

## **ARTICLE 5 – WAGES AND CLASSIFICATION**

- A. The hourly wage rates to be paid by the Company to associates of all classifications shall be provided herein.**
- B. The employer shall pay an associate at least four (4) hours for each day on which the associate reports for work under general or specific instructions, but is given no work under general or specific instructions, or is given less than four (4) hours of work; except if the associate is regularly scheduled for less than four (4) hours a day, such associates shall be paid for the hours regularly worked.**
- C. Employees may use vacation days to count for full days during "slow day" reduced staff situations.**
- D. All associates shall be paid bweekly. Friday shall be designated as payday.**
- E. It is hereby agreed that the hourly wages specified in this Agreement shall be regarded as minimum hourly wages. This Agreement shall not be employed to reduce hourly wages in instances where hourly wages paid before its execution were higher than those provided in the Agreement.**
- F. This Agreement shall not be employed to deprive associates of the following privileges: specifically, receiving emergency telephone calls, current wash-up procedures in accordance with the District of Columbia Health Department laws, and obtaining a cold drink during working hours, provided it is reasonable to do so.**
- G. Should the need for additional classifications arise, the Company will notify the Union and negotiate these classifications.**
- H. Personnel excluded from the bargaining unit shall not perform the duties of per diem associates except in cases of emergency<sup>1</sup>, training and product development. Students may be used in cases of emergency.**
- I. Wage Increases: Increases and minimum rates are to be found in Schedule "A" attached hereto. All increases shall be applied to each employee regardless of rate on the date indicated.**
- J. All part-time associates shall receive an additional ten cents (10¢) an hour over and above the hourly rate received by the full time associate for the duties performed.**
- K. An associate taken from his or her regular work to work extra or to relieve another**

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<sup>1</sup> The term "case of emergency" shall be defined as activities in service of the client that are unforeseen and not planned and are of a short term nature, generally not more than one day.

associate where hourly wages are more than his or her regular rate of pay, shall receive the hourly wages paid for such work if the relief or extra work is for one (1) hour or more. While an employee is training in a higher classification the provisions of this section shall not apply.

- L. There shall be no split shifts unless negotiated by the Company and the Union. This section does not limit the Company's right to use associates on special parties. In the event the parties meet and negotiate but do not reach agreement on the issue of split shifts, the matter shall be submitted to binding arbitration using the "last, best offer" decision process in which the arbitrator chooses between one or the other of the submitted offers.
- M. Pay Discrepancies. Pay discrepancies promptly brought to the Company's attention shall be rectified within forty-eight (48) hours, if possible<sup>2</sup>, except holidays and weekends, and except where the Company has a good faith doubt regarding the validity of the claimed discrepancy, or when the discrepancy is due to associate failure to punch the time card.
- N. Any employee assigned as a Lead, including assignments to train by the Company, whether permanently or for a specified period of time, shall receive not less than one (\$1.00) dollar per hour more than the classification rate. Among the responsibilities of a designated Lead is to provide training to other employees. Nothing in this language shall preclude Company management from providing such training.
- ✓O. Should the Company determine to add any additional classifications within the scope of the bargaining unit, the Company will notify the Union and provide it with both a job description for the classification and the initial wage rate. If the Union invokes its right to negotiate over the wage rate, the parties will meet for that purpose.

## **ARTICLE 6 – BARGAINING UNIT WORK**

- A. Supervisors and other non-bargaining unit employees will not perform bargaining unit work except when there are no unit employees to perform the work needed or when such is necessary for the legitimate emergencies or for the instruction of personnel.
- B. The Employer may use the services of a temporary employment agency when there are not enough qualified bargaining unit employees to perform the work or there is conflict with a qualified employee's regular schedule.

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<sup>2</sup> In the event of demonstrable abuse of the "if possible" provision, that language shall be removed.

- C. If an absence is known at least eight (8) hours in advance and management has determined that the vacancy should be filled, the vacancy will be filled using the method in Article 35 prior to the use of temporary employment agencies. The employer will first offer additional hours to qualified, available employees who will not incur overtime, then the Employer will offer additional hours to qualified available employees who may incur overtime.

## **ARTICLE 7 – HOURS OF WORK AND OVERTIME**

- A. No full-time associate shall be scheduled to work less than eight (8) hours per day, five consecutive days per week. The Company will create as many schedules of five (5) consecutive days and forty (40) paid hours, including a one-half hour unpaid meal period, as are consistent with its business needs. All work performed in excess of eight (8) hours in any one day or forty (40) hours in any one week shall be considered overtime and the associate performing such overtime work shall be compensated at the rate of one and one-half (1½) times the regular rate of pay of such associate. The above is not to be construed as a guarantee of pay or work.
- ✓ B. Overtime shall be awarded by classification as follows: The most senior associate shall have the first right of refusal of an offer of overtime. If the most senior associate declines an overtime opportunity, the overtime shall be offered in turn to the next most senior associate until it is offered to the least senior associate. The least senior associate shall be required to perform the work. The Company shall exercise every effort to provide as much prior notice as possible of required overtime.
- C. In the event of a reduction in business, which would necessitate the reduction of hours, the Company agrees to meet this situation through the Layoff and recall procedure in this Agreement.
- D. Part-time employees shall be scheduled to work not less than four (4) hours per day and not more than six (6) hours per day, generally five (5) days per week, except if the food and beverage facilities are closed by order of the University or an act of God. The parties recognize that an employee may be scheduled fewer than five (5) days per week. However, it is not the Company's intent to create part-time schedules in lieu of full-time schedules.
- ↓ E. There shall be no pyramiding or duplicating of overtime or premium rates. Overtime shall be paid at one and one half (1 ½) times the employee's regular rate of pay.
- F. Probationary Period. Newly appointed associates shall serve a probationary period of thirty (30) days. Management, in its sole discretion, may extend the probationary period of any associate for an additional thirty (30) days. The Union will be notified by letter of any extensions made. During the probationary period, the associate may be removed from his or her position for any reason and without prior notice or



recourse to the arbitration provisions of this contract.

- G. Associates may be scheduled to work four (4) consecutive ten (10) hour days. All work performed in excess of ten (10) hours in one day or forty (40) hours in one week shall be considered overtime and the associate performing such overtime work shall be compensated at the rate of one and one-half (1½) times the regular rate of pay.
- H. Transportation Allowance. Employees whose shifts end between the hours of 10:00 p.m. and 2:00 a.m. shall receive a one dollar (\$1.00) per shift transportation allowance.
- I. When the Federal Government announces a liberal leave policy due to snow, associates arriving at work late (up to three [3] hours) will be paid as of their regular starting time.
- J. The selection of work schedules, work locations, assignments to work on celebrated holidays, and assignments of a temporary vacancy lasting more than 21 days, shall be made on the basis of classification seniority.<sup>3</sup>

#### **ARTICLE 8 – INDIVIDUAL AGREEMENT**

There shall be no individual Agreement between the Company and the associate other than these Articles.

#### **ARTICLE 9 – HOLIDAYS AND HOLIDAY PAY**

- A. New Year's Day, Martin Luther King's Birthday, Memorial Day, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, and the day before or after Christmas (as observed by the University) are paid holidays.
- B. Associates who work on a paid holiday shall be paid their regular rate of pay for such holiday plus payment of their regular rate of pay for all hours worked.
- C. Associates who are not required to work on a paid holiday shall be paid their regular rate of pay for such holiday, provided such associate is not on an approved leave of absence, excused absence or lay-off status. Associates must report for work on the scheduled day before and after the holiday in order to qualify for holiday pay.
- D. Associates who are requested to work on any paid holiday and refuse shall forfeit all holiday pay for that holiday.

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<sup>3</sup> It is agreed that, with respect to "temporary" work schedules, the Company will assign employees, according to seniority, provided the senior employee is qualified.

## **ARTICLE 10 - VACATION**

Associates shall be entitled to vacation pay as follows:

<u>Service</u>	<u>Hours of Vacation</u>
1 Year	40
2 Years	80
5 Years	120
10 Years	160

Vacation "service" shall be accrued on the basis of anniversary date with American University food service operations. No associate is eligible for vacation pay until the associate has been employed at American University Food Services for one (1) year. Employees shall receive "service" credit on the basis of the academic year and shall be permitted to use any accrued vacation at any time provided the Company retains the right to grant vacation leave.<sup>4</sup>

1. Vacation Pay for part-time associates shall be prorated based on their regular scheduled hours. Vacation pay shall be computed at the rate received by the associate at the time the vacation is taken. Vacation leave may be used any time after one year of service when the associate is not scheduled for work.

2. Associates who are laid off for less than three (3) months, other than the regular seasonal layoff period, and are recalled within the three (3) month period, will receive a pro rata vacation credit for time worked prior to the layoff.

## **ARTICLE 11 – ASSOCIATE BENEFIT PLAN**

### **A. Trust Language:**

Effective May 1, 2013, or as soon thereafter as may be implemented, the Employer agrees to contribute for each employee covered by this agreement to UNITE HERE HEALTH ("Fund") for the purpose of providing health and welfare benefits under UNITE HERE HEALTH Food Service Plan ("Plan"), or such new, merged or consolidated plans as may be adopted by the Trustees. Said contributions shall be submitted monthly, together with a report of the employee data required by the Fund, on the format prescribed by the Fund, no later than the fifteenth (15<sup>th</sup>) day of the month following the month for which contributions are to be made.

The Employer and the Union agree to be bound by the Agreement and Declaration of Trust ("Trust Agreement") of the Fund as may, from time to time, be amended, and they do

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<sup>4</sup> The parties agree to establish a procedure for notifying employees of accrued vacation leave.

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

**B. General Provisions:**

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

The Employer will begin making contributions to the Fund for eligible employees on the first of the month following the completion of ninety (90) days of employment.

**C. Monthly Employer Contributions:**

**1. Medical/Dental/Vision**

The Employer shall contribute the sums stated below for all eligible employees for the following coverage: Medical, Dental, Vision.

<u>Effective Date</u>	<u>Single</u>	<u>Single Plus One</u>	<u>Family</u>
5/1/13	\$532.16	\$1,032.37	\$1,545.81
1/1/14	\$535.13	\$1,038.31	\$1,557.91

Effective 5/1/14 through the expiration of this Agreement, the Employer agrees to contribute the contribution rates necessary, as determined by the Fund, to sustain benefits.

The parties agree and understand that, if the appropriate welfare contribution rates are not paid, the Trustees of the Fund may eliminate benefits to otherwise eligible participants and terminate the Employer's participation pursuant to the Fund's Minimum Standards.

**2. Short Term Disability (STD)**

The Employer will provide Short-Term Disability benefits through the Fund to all eligible employees, including those who decline Medical coverage.

**STD for 26 weeks**

<u>Effective Date</u>	<u>Rate</u>
5/1/13	\$16.50
1/1/14	\$16.50

3. Life and AD&D for all eligible employees

The Employer will provide Life and AD&D benefits through the Fund to all eligible employees, including those who decline Medical coverage.

<u>Effective Date</u>	<u>Rate</u>
5/1/13	\$1.98
1/1/14	\$1.98

D. Employee Co-premium:

The Employer will deduct 9% said coverage contributions from employees' paychecks on a monthly basis for single coverage and 13% of said coverage contributions for plus one and family coverage. The Employer will submit the entire contribution to the Fund on a monthly basis on behalf of all eligible employees who have paid their portion of the contribution.

Premium deductions are made from the employees weekly pay check for thirty-six (36) annual payments.

E. Election, Enrollment and Waiver:

Any employee who currently receives a Medical Opt-Out payment under the previous Agreement shall, before May 1, 2013 receive a one-time payment of two thousand (\$2,000) dollars. Such employees will be eligible for initial enrollment in UNITE HERE Health on the same terms and conditions as all other employees.

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

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

For any coverage level for which there is an employee co-premium, the Employer is required to remit contributions to the Fund for those employees who enroll in the Fund and

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

**F. Local 32 & Employers Benefits Fund**

The company agrees to contribute as indicated below for each employee who works twenty (20) or more hours per week, for all hours actually worked (not to exceed forty (40) hours per week) in to the Local 32 Employers' Benefit Fund and Pension Fund.

	6/1/2012	6/1/2013	6/1/2014	6/1/2015
Administrative	\$0.025	\$0.025	\$0.025	\$0.025
Education	\$0.07	\$0.07	\$0.07	\$0.07
Pension	\$0.90	\$0.95	\$1.00	\$1.05

Prior to May 1, 2013, and excluding any changes listed above, the Employer will contribute to the Local 32 Employers' Benefit Fund and Pension Fund under the terms of the prior Agreement. Effective May 1, 2013 all contributions to any Fund not called for in this Agreement will cease.

Notwithstanding any other provision of this Section and subject to appropriate Local 32 & Employers Benefits Fund Trustee approval, the Employer shall not be obligated to make the monthly contributions which would otherwise be required under this Section 6 for eligible employees in the [month/months of September and October 2013, or as may be otherwise agreed between the Employer and the Fund. The Employer agrees to continue to submit the usual required monthly report of eligible employees to the Fund for [that month/those months] during which contributions are not required. Coverage for eligible employees will continue uninterrupted, in accordance with Local 32 & Employers Benefits Fund Plan Rules and Regulation, as if such contributions were made.

**G. Mandatory Health Care Meetings**

The Employer and the Union are jointly committed to maintaining quality and affordable health care for all bargaining unit members. To that end, the parties have agreed to the following proactive training program in order to ensure that covered individuals are made aware of the most effective way to utilize the benefits in an effort to maximize quality and control costs.

- i. The Employer will call a mandatory employee meeting within ninety (90) days of the signing of this agreement or signing a future CBA, or at a later time by mutual agreement with the Union;

- ii. Each year thereafter, the Employer shall call a mandatory employee meeting within ninety (90) days of open enrollment, or at a later time by mutual agreement with the Union;
- iii. Such meeting shall be no less than thirty (30) minutes, but may be added to the beginning or end of an existing mandatory employee meeting;
- iv. Only those employees who are eligible to participate in the UNITE HERE HEALTH Food Service Plan will be required to attend;
- v. Employees attending such meeting will be paid at their normal hourly rate;
- vi. The meeting will be run by staff from UNITE HERE HEALTH and/or the Union.
- vii. The Director of Operations and/or local Human Resources Representative will attend this meeting in order to better be able to answer any questions they may receive from employees;
- viii. The Director of Operations and/or local Human Resource Representative and Local Union Representative will coordinate to determine if the location needs to have one mandatory meeting or multiple meetings to accommodate differing days off and/or shifts.

## **ARTICLE 12 – SICK LEAVE**

- A. Each associate begin to accrue sick leave at the rate of one (1) day per month beginning the first month following completion of probation for the months of September through April. All other months in which an employees works fourteen (14) or more days shall be credited with one (1) sick day. There shall be a maximum accumulation of twenty-four (24) days.
- B. The Company may investigate illness or absence of associates before payment of absence is approved. The Company shall routinely require associates to present a medical certificate when they are absent for three (3) days or more for illness or injury. Associate's failure to provide a medical certificate when required shall make him/her ineligible for sick leave pay for such period of absence.
- C. The Company shall not establish a policy of requiring each and every associate to produce a doctor's note for each and every absence. Instead, the requirement to produce a doctor's note will be imposed based upon individual associates' attendance records.
- D. Under this provision, there shall be no dual compensation for any associate who could be paid simultaneously by the insurance coverage and by wages through accrued sick leave for the same day of absence.

- E. Once sick leave has been exhausted; associates shall be entitled to apply earned vacation against time lost due to illness.
- F. Associates who are enrolled in the family hospitalization plan may apply unused sick leave toward the payment of their contribution during the period of Christmas and Spring Break.
- G. Associates who are laid off, other than seasonal layoff, and recalled within a three (3) month period will maintain any previously earned sick leave credits.

### **ARTICLE 13 – REINSTATEMENT AFTER ACCIDENT OR ILLNESS**

Any associate temporarily incapacitated for work by accident or illness in the course of employment shall be reinstated after complete recovery without loss of seniority acquired prior to such incapacitation, provided such recovery and such reinstatement takes place within twenty-four (24) months from the first day of incapacitation. Any associate temporarily incapacitated for work by accident or illness not in the course of employment shall be reinstated after complete recovery without loss of seniority acquired prior to such incapacitation, provided such recovery and such reinstatement takes place within twelve (12) months from the first day of incapacitation. In no case shall the associate accept employment elsewhere during such time of incapacitation.

### **ARTICLE 14 – FUNERAL LEAVE**

- A. In case of death in the immediate family, i.e., marital partner, children, grandchildren, mother, father, sister, brother, grandmother or grandfather, an associate not on layoff will be allowed the necessary time off with pay, not to exceed a total of three (3) scheduled working days, at the rate of his/her regular permanent classified job. It is understood and agreed that the Company may require satisfactory proof as to any death and the true relationship of the deceased to the particular associate.
- B. Eligible associates may use up to a maximum of either two (2) unpaid days or two (2) sick days for the purpose of attending the funeral of a marital partner's parent or marital partner's sibling.
- C. If the funeral is to take place more than 250 miles but less than 500 miles, an employee shall be allowed to take up to an additional two (2) unpaid days. (Sick/Personal days will be used if the employee has them available.) If the funeral is to take place more than 500 miles from where the employee works, the employee will be allowed to take up to five (5) consecutive working days of paid funeral leave.

## **ARTICLE 15 - MEALS**

A. The Company, in the interest of maintaining continuous service, requires the associates to consume their meals on the premises at such time and place as the Company deems necessary. For the Company's convenience, associates shall receive food without deductions from their wages. To further convenience the Company in the operation of the business, the associates agree to accept such meals under the foregoing conditions. Such food shall be sufficient, pure and wholesome, and it shall be served to associates in clean, well-ventilated and sanitary rooms. The menu shall be changed every day and shall provide a reasonable variety. Associates required to eat while on duty shall be allowed a forty-five (45) minute meal period of which fifteen (15) minutes shall be paid by the Company. Entitlement is one (1) meal for each four (4) hours worked. Associates working a ten (10) hour day will receive an additional five (5) minute paid break to be assigned by management.

B. Associates while on duty not at their work stations may drink coffee, tea, and fountain beverages without charge.

## **ARTICLE 16 – UNIFORMS AND EQUIPMENT**

- A. The Company agrees to furnish all uniforms and maintain other equipment of associates. It is understood and agreed that no associate shall lose time because of the Company's inability to furnish the proper uniform for its associates.
- B. Full-Time associates shall be issued five (5) uniforms a year at the Company's expense. Part-time associates will receive not less than one uniform for each weekly scheduled workday. All uniform pieces issued by the Company will be replaced as needed subject to the wear and tear associated with normal use.
- C. In accordance with OSHA regulations or other applicable regulations, and upon reasonable request, the Company shall provide, at no cost to the associate, personal protective equipment such as waterproof boots, waterproof gloves, breather masks and protective eyewear. Associates issued safety equipment shall sign in receipt of same, shall exercise reasonable care for the protection and maintenance of same and shall carry and use such equipment as appropriate while on the job. Equipment which is lost, stolen and/or damaged through negligence shall be replaced at the associate's cost.



## **ARTICLE 17 – DRESSING ROOMS, LOCKERS AND TOILETS**

The Company shall provide sanitary toilets and well-ventilated dressing rooms with Individual lockers to the extent possible<sup>5</sup> on the unit's premises.

## **ARTICLE 18 - TRAVEL ALLOWANCE**

Any employee who is required to utilize their own vehicle, or is requested to perform work at another location, shall receive a mileage allowance at the rate of the prevailing IRS rate in effect, or be reimbursed the appropriate fee for use of public transportation, if necessary.

## **ARTICLE 19 - TRANSLATION/COPYING OF THE CONTRACT**

The Union and the Employer will each pay half of the cost to have this Agreement translated into languages agreed upon by the parties.

## **ARTICLE 20 - SEPARABILITY AND SAVINGS**

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.
- B. The parties agree to meet promptly to discuss the impact of the affected text in Section A above and to create new text as may be needed. Such discussions shall not "open" the Agreement during its term.

## **ARTICLE 21 - PROMOTIONS**

- A. The Company agrees that the principle of seniority shall apply in promoting associates to higher classifications, i.e., the associates having longer continuous service with the food operations at American University shall be given preference in filling vacancies which exist in higher classifications, provided the associate with the greatest seniority is qualified to do the job. Such associate shall receive the higher rate of pay as of the date of the promotion.
- B. Any employee filling a job classification covered by this Agreement based on this Article shall be on a trial period for the first fifteen (15) days worked in the new classification. If at any time during such trial period the Employer determines that the associate cannot meet the job requirements, the Employer may return the

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<sup>6</sup> The parties recognize that the University controls the Company's physical space.

associate to that associate's former position. At any time during such trial period the associate may decide to return to his/her former position. In either case, the associate so returned shall not suffer any loss of seniority.

- C. A vacancy is defined as a regular position which is vacated by separation of an employee and one the Employer should be replace or a newly created position. All vacancies shall be posted in writing for seven (7) days. Associates shall apply for the posted vacancies by signing their name to the posting notice.

## **ARTICLE 22 - LAYOFF**

- A. In the event that the Company finds it necessary to lay off associates because of insufficient work, such layoff within the particular classification shall be on the basis of seniority in the classification, i.e., the associate on duty in the classification in which the reduction is being made having the shorter period of continuous service within the classification shall be laid off before any other associate having a longer period of continuous service within the classification. The laid off associate shall have the option of bumping a job in an equal or lower classification providing the associate has greater seniority with the food operations at American University than the person he or she is to bump and the associate is capable of doing the job. Layoff in entry level positions, e.g., counter attendant, dish washer/bus/utility, shall not be governed by classification seniority, but shall be governed by food operations at American University seniority. Laid off associates shall be given seniority preference in re-employment if they are qualified to do the work. Associates will be given as much advance notice as possible in case of layoffs. Associates shall be paid the rate for the classification in which they work. (Accepting a lower level position means that an associate accepts the corresponding lower rate of pay.)
- B. If any laid off associate does not respond to written notice by certified mail of re-employment date within ten (10) days of the mailing of such written notice, such laid off associate shall be considered to have voluntarily quit as of his or her last scheduled work day.
- C. It shall be the obligation of such associate to notify the Company of any change in address and/or telephone number or any other means of communication between the two during any layoff or any other period.
- D. Laid off associates shall be given seniority preference for recall to work within a twelve (12) month period if they are qualified to do the work.

## **ARTICLE 23 – UNION ACTIVITY**

- A. The Union shall have the right to designate shop stewards who shall represent the

Union for the purpose of presenting and adjusting grievances. The Union shall provide the names of the stewards in writing to the Company within two (2) weeks of an associate being assigned as a stewards or removed as one.

- ~~B.~~ A steward may be released from their regular duties to investigate grievances on Company time. The steward shall contact his/her supervisor in advance to determine a time when such investigation will not interfere with the steward's work and the work of the person with whom the steward wants to meet.
- ✓ C. The Union, through it's representatives, shall have access and the right to visit working areas in the unit where associates covered by this Agreement are assigned during working hours. The Union agrees that it shall not interfere with any working operations. Normally the union representative will notify the General Manager one hour prior to a unit visit, but the parties acknowledge that circumstances may sometimes preclude such one hour notice.
- D. The Employer shall permit the union reasonable use of bulletin boards for the purpose of posting information. Copies shall be provided to the General Manager or his/her designee in advance of posting and shall not contain inflammatory or defamatory text toward the Employer or the Employer's client
- E. Associates have the right to wear a union button under federal labor law and may continue to do so as long as the button does not obscure or interfere with the employee's uniform or create a safety hazard.
- (F.) Any meeting called or scheduled by the Employer and which a union steward is requested or required to attend (including but not limited to meeting or interviews involving the discipline or grievance of a member of the bargaining unit) shall take place on paid time.
- ✓ G. Union stewards shall be entitled to use one (1) day of sick leave each year for the purpose of attending Union training or seminars. The Union must notify the Employer at least two (2) weeks in advance thereof. The union steward must upon returning from leave present the manager with written evidence from the Union the steward has used the leave for the purpose intended.
- H. Management will schedule and hold meetings once each month with a maximum of five (5) shop stewards for the purpose of maintaining clear and open channels of communication and to promote mutual understanding.

#### **ARTICLE 24 – JURY PAY**

The Company shall pay an associate the difference between his or her normal pay and the pay received for jury service.

## **ARTICLE 25 – STRIKES AND LOCKOUTS**

During the term of this Agreement, the Company agrees there shall be no lockout, and the Union agrees there shall not be strikes, work stoppage, or other interference with normal work operations.

## **ARTICLE 26 – ADJUSTMENT OF GRIEVANCES**

- A. The term "Grievance" as used herein means any alleged violation, misinterpretation, or misapplication of this Agreement, and may be raised by an individual, group of individuals covered by this Agreement, or the Union on behalf of an individual or group of individuals covered by this Agreement. The claims covered by this Grievance and Arbitration Procedure include, but are not limited to, claims covered by the National Labor Relations Act and claims alleging a unilateral change in the terms and conditions of employment.
- B. All grievances shall be processed in the following manner:

**Step 1:** The parties share a common goal of attempting to resolve most matters informally without resort to the grievance process. Toward this end, the parties will attempt to address issues promptly as they arise. Any grievance shall be submitted in writing to the Director of Operations within ten (10) calendar days of its occurrence or of the date when the employee or the Union first became aware of the circumstances giving rise to the alleged grievance. The grievance shall set forth the alleged facts of the grievance, the specific Article(s) and Section(s) alleged to have been violated, and the remedy that is being sought. The General Manager shall provide a written response within seven (7) calendar days after receipt of the grievance.

**Step 2:** If not resolved satisfactorily at Step 1, the grievance shall be submitted in writing to the District Manager or their designee by the Union's Representative or their designee within seven (7) calendar days after receipt of the response at Step 1. Either the Resident District Manager or their designee or the Union shall request a meeting, which may be conducted telephonically if mutually agreed, for the purpose of resolving the grievance prior to the Employer's final decision. The meeting shall be held within (7) seven calendar days of being requested and will never exceed two paid employees. Within seven (7) calendar days of the meeting the Employer shall deliver to the Union a written reply, which shall provide for a decision in the matter and the reason(s) for the decision.

If the grievance is not resolved after the procedures in Step 2 have been completed, the parties, by mutual agreement, may refer the matter to non-binding mediation through FMCS. Such referrals shall occur within seven (7) calendar days after the union receives the written response from the District Manager. This process will be conducted under FMCS jurisdiction and guidelines.

- C. Arbitration: If the grievance cannot be satisfactorily adjusted at Step 2, the matter may be referred by the Union for final decision and determination to an impartial arbitrator. A request for arbitration shall be filed in writing with the Federal Mediation and Conciliation Service (FMCS) no later than thirty (30) calendar days following the receipt of the written Step 2 answer, or the conclusion of grievance mediation, whichever is applicable. Both the Employer and the Union agree to be bound by the rules and regulations of the FMCS.

Each party to this Agreement shall bear the expenses of preparing and presenting its own case. The fees and the expenses of the Arbitrator, together with any incidental expenses mutually agreed upon in advance, shall be borne equally by the parties.

The decision of the Arbitrator shall be final and binding on the Employer, the union, and employee(s) involved. It is understood that the Arbitrator shall have the power to modify on disciplinary cases, but shall not have the ability or power to in any way modify, change, restrict, or extend any of the terms of this Agreement.

- D. The time constraints that refer to any step of this procedure may be extended by mutual written agreement of the Employer and the Union. Any reasonable request made before the expiration of the time limit to be extended shall be honored by the Employer and the Union. Failure to file a grievance or to proceed to the next step within the prescribed time limits shall constitute a waiver of all rights to grieve and arbitrate such matters.
- E. Grievances concerning disciplinary suspensions or discharges may be submitted at the Second step of the grievance procedure. If the grievance is not settled at Step 2, it may be directly submitted to arbitration except as limited in the above paragraph.
- F. The Employer shall pay employees at their regular wage rate when they are involved in the grievance discussion and meetings with the Employer, when such meetings take place during their regularly scheduled, normal working hours.
- G. Should the grievance not be resolved at the existing step or should there be no response from the Employer within the specified time limits, the grievance will be automatically carried to the next step.
- H. To facilitate the efficient and timely administration of this article, Union

Representatives may participate in grievance investigations and meetings via telephone, and union stewards will have access to telephones and facsimile machines for the sole purpose of communicating with union representatives regarding a pending grievance. Such access shall be limited to reasonable times so as to properly balance the Company's concern for maintaining efficient operations and the union's ability to address necessary aspects of a pending grievance

## **ARTICLE 27 - ARBITRATION**

- A. Any complaint, dispute or grievance alleging a breach of this Agreement which cannot be settled by the Company and the Union within a reasonable time period (a reasonable time shall be a period not to exceed ten (10) days following Step Two) shall be subject exclusively for settlement by arbitration. Either party who desires to appeal a grievance to arbitration must so notify the other party in writing by specifying the grievance and the alleged contract violation and must request a panel from the Federal Mediation and Conciliation Service within thirty (30) days of failure to reach a settlement of the grievance as outlined above and must select an arbitrator within thirty (30) days after the panel is submitted.
- B. An arbitrator may be selected from any outside source which the parties can agree on. If the parties are unable to agree on an outside source, they shall request the Federal Mediation and Conciliation Service for a list of five (5) names. Each party shall alternately strike a name from the list, with the party bringing the action striking first, until one (1) name remains and that person shall be the arbitrator.

The arbitrator shall proceed promptly to hear and decide the grievance and the decision of the arbitrator shall be final and binding on both parties. The arbitrator shall have no power to add to, detract from, alter or change in any way the provisions of this Agreement.

In the event it becomes necessary to provide compensation for the arbitrator, this sum shall be borne equally by the Union and the Company.

Any grievance of an employee termination may be expedited by the union following the Step 2 answer (ARTICLE 26). It will be scheduled for the first available date offered by the selected arbitrator, provided however each party has the right to request one alternate date based on the arbitrators availability. The arbitrator will conduct the hearing without transcript and the parties will present all post-witness argument orally and without written briefs. The arbitrator will issue a determination within seven (7) days of the close of the hearing.

## **ARTICLE 28 – DISCHARGE AND DISCIPLINARY ACTION**

- A. Discharge: The Company shall have the right to discharge or lay off any associate for just cause, including but not limited to, failure to comply with reasonable rules



and regulations of the Company, but the associate affected and the proper representatives of the Union shall be promptly informed by the Company of the reason or reasons for such discharge or layoff. When cause of discharge is intoxication, dishonesty, fighting or use of illegal drugs, the Company need not notify the Union first. An associate found upon investigation and/or arbitration to have been unjustly discharged shall be immediately reinstated to his/her former position without loss of seniority and shall be compensated for the time lost, if so instructed by the Arbitrator.

- B. Misconduct Notices: All misconduct notices for associates employed at Aramark, will expire one (1) year after their date of issuance and will at that time be removed from the associate's personnel file and may not be used in any other proceedings.
- C. For associates required to sign any document that may adversely affect them, their signature will merely indicate that they have received and/or read the document and will not indicate their concurrence.
- D. When cashiers are "Audited" they will be afforded the opportunity of observing the checking verification, and the results of the audit will be discussed with them.
- E. An associate shall be permitted to have a shop steward or union representative at any meeting with the Employer, or its agents, which meeting is for the purpose of investigating alleged misconduct by the associate that might be the basis for, or which may result in the discharge, suspension or other disciplinary action with respect to the employee. If the employee indicates he/she wishes a steward to be present, and ne is not available, the disciplinary meeting shall be temporarily postponed.
- F. Attendance and lateness issues shall be considered on a separate disciplinary track from other disciplinary and counseling issues.

## **ARTICLE 29 – LEAVE OF ABSENCE**

- A. Upon written notice to the Employer, an employee with at least 6 months of service may apply for a personal leave of absence of up to sixty (60) days. An employee must submit a written request at least thirty (30) calendar days in advance however, the Employer will consider exceptions for unforeseen circumstances. The application shall specify the reason and the requested length of time for leave. The leave may be extended by mutual agreement of the parties in writing in advance of the conclusion of the original leave. The employee shall give a minimum of fifteen (15) days notice of such request. Employees must receive approval by the Employer for the leave; such approval will not be unreasonably withheld.
- B. Medical leaves of absence, without loss of seniority (of up to twelve (12) months, or

lengths of service, whichever is less), shall be granted by the Employer upon a reasonable showing by the employee of medical necessity, to care for a sick family member, a newborn or newly adopted or fostered child. A medical leave of absence, whether due to occupational or non-occupational injury or illness, may not exceed the period of time the employee is certifiable as being medically disabled from resuming work. In the event an employee medically able to return to work desires to extend the leave of absence, the employee shall notify the Employer and apply for a personal leave of absence in accordance with the requirements of this Article for personal leaves of absence.

For employees taking a medical leave of absence (including maternity leave) which is supported by a physician's statement verifying the medical need for the leave, upon showing of reasonable cause, an employee at any time may be requested to submit to a medical examination at Employer expense and upon reasonable notice. At the option of the employee, the examination may be made by a physician of his/her own choosing. In this event, the employee shall bear the expense of the examination by the physician of his/her own choosing. The results must be made available to a physician of the Employer's choosing for evaluation.

- C. The continuation of insurance and the division of premium expense for insurance coverage during medical leave, shall be for up to a total of sixteen (16) weeks within one calendar year or greater if required the guidelines of the Family and Medical Leave Act, or other applicable laws.
- D. In the event an employee is hired or appointed to short-term employment with the Union, the employee shall be allowed to take leave, subject to the Employer's legitimate business needs. Such leave shall not exceed twelve (12) months. No more than three (3) employees may be awarded such leave at a time, unless mutually agreed upon by the Parties. The company shall continue to pay for the employee's benefits during such leaves provided that the Union and/or employee reimburses the company in full for such benefits. The employee shall continue to pay their share of any benefits.

During such leave the Employer will continue the seniority of the employee on leave and the accrual of benefits based on seniority.

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



- F. An employee who enters the armed forces of the United States, or is called to active duty or military training, will be granted an unpaid leave of absence according to current state and federal laws.
- G. An employee returning from any leave shall be entitled to reinstatement to his/her position, hours and work unit unless the position has been eliminated as a result of layoffs or other legitimate business needs. In such event, the employee may use their seniority as provided for in Article 14.
- H. An employee may, at his/her option, utilize paid vacation during a medical leave of absence or FMLA leave of absence.
- I. No leave of absence, whether medical or personal, may exceed the employee's length of service with the Employer or one (1) year, whichever period is shorter. No leave of absence for any on the job injury or illness shall exceed the employee's length of service with the Employer or twenty-four (24) months, whichever period is shorter.

## **ARTICLE 30 - IMMIGRATION**

### **Section 1 – Immigration Rights**

- A. No employee covered by this Agreement, will experience a loss of seniority, compensation, or benefits due to the submission of legally documented changes in his/her name and/or social security number. The Employer shall not take action against any employee solely because the employee is subject to an immigration proceeding where the employee is otherwise permitted to work.
- B. In the event that an employee has a problem with his or her right to work in the United States after completing his or her introductory or probationary period, the Employer shall notify the Union in writing prior to taking any action. Upon the Union's request received by the Employer within forty-eight (48) hours of the Employer's notice to the Union, the Employer agrees to meet with the Union to discuss the nature of the problem to see if a resolution can be reached.
- C. Seniority for Immigration Related Issues In the event that an employee does not provide adequate proof that he/she is authorized to work in the United States following his/her probationary or introductory period, and his/her employment is terminated for this reason, the Employer agrees to immediately reinstate the employee, without back pay, to his/her former position, without loss of prior seniority (but seniority does not continue to accrue during the period of termination) upon the employee providing proper work authorization within twelve (12) months from the date of termination so long as the employee has enough seniority and the ability to perform the position and the position still exists.

If the employee needs additional time to obtain his work authorization, the Employer will rehire the employee into the next available opening in the employee's former classification, as a new hire without seniority, upon the employee providing proper work authorization within a maximum of twelve (12) additional months. The parties agree that such employees would be subject to a probationary period in this event.

D. Social Security No-Match Letters In the event that the Employer receives notice from the Social Security Administration ("SSA") that one or more of the employee names and Social Security numbers ("SSN") that the Employer reported on the Wage and Tax Statements (Forms W-2) for the previous tax year do not agree with SSA's records, the Employer agrees to the following:

1. the Employer agrees that it will not take any adverse action against any employee listed on the notice, including firing, laying off, suspending, retaliating, or discriminating against any such employee, solely as a result of the receipt of a no-match letter, and
2. the Employer agrees that it will not, unless required by law, require employees listed on the notice to bring in a copy of their Social Security card for the Employer's review, complete a new I-9 form, or provide new or additional proof of work authorization or immigration status, solely as a result of the receipt of a no-match letter, and
3. the Employer agrees not to contact the SSA or any other governmental agency, solely as a result of receiving a no-match from the SSA, unless required by law.

E. Workplace Immigration Enforcement The Employer shall, unless objected to by the affected employee, notify a representative of the Union as soon as practical if the Employer receives a no-match letter from the Social Security Administration, or is contacted by the Department of Homeland Security (DHS) (formerly the INS) related to the immigration status of an employee covered by this Agreement or if a search and/or arrest warrant, administrative warrant, subpoena, or other request for documents is presented in order that the Union can take steps to protect the rights of its members. The Union agrees that it shall keep confidential any information it obtains pursuant to this provision and that it will use any such information solely to represent and/or assist the affected employee(s) in regards to the DHS matter.

To the extent legally possible, the Employer shall offer a private setting for questioning of employees by DHS.

F. Re-Verification of Status

The Employer shall not require or demand proof of immigration status, except as may be required by 8 USC § 1324a (1)(B) and listed on the back of the I-9 form or

as otherwise required by law.

In the event of a sale of the business or its assets, the Employer shall offer to transfer the I-9 forms of its employees to the new employer or, at the Employer's option, to jointly maintain the I-9 forms of its employees with the successor employer for the period of three (3) years, after which the successor employer shall maintain said forms.

- G. Unpaid Leave Upon request, employees shall be released for a total of five (5) unpaid working days during the term of this Agreement in order to attend Bureau of Citizenship and Immigration Services (BCIS) proceedings and any related matters for the employee only. The Employer may request verification of such absence.
- H. Legality The Union and the Employer agree that this Agreement shall not be interpreted to cause or require the Employer to violate IRCA, 8 USC §1324a or any other applicable law. Except as required by law the Employer agrees not to permit any private or public entity to conduct an audit or inspection of its I-9 forms or personnel records.
- I. Paid Citizenship Holiday On the day that an employee is sworn in as a U.S. citizen, the employee will be excused from work and will be compensated for all lost time at the same rate used for holiday pay.

## Section 2 – Ethnic Diversity

- A. The parties recognize that recent immigrant workers are employed by the Employer and are a vital element to the success of the facility. While English is the language of the workplace, the Employer recognizes the right of employees to use the language of their own choice amongst themselves when not in the presence of customers.
- B. The Employer is committed to a program to improve its ability to communicate with employees who do not communicate in English. To that end the Employer agrees:
  - 1. It will, within a reasonable period of time, provide training materials, program announcements, and bulletin board notices where practical, to communicate in the principal languages of its employees.

Where there is a communication difficulty with a particular employee, on request the Company will provide a translator chosen by the employee to facilitate communications so long as:

- 2. The employee is on the premises at the time requested or will be available

within twenty-four (24) hours, in which case the meeting will be held at that time;

3. The employee translates the communication of both sides so that there is full understanding by both parties of the verbal exchange;
4. Said translator may be the union steward who shall function both as translator for both parties and advisor to the employee.
5. If the translator is not the steward, he/she shall translate for both sides but shall not function in the role of steward.

C. Commitment The Employer is committed to a diverse workforce, consistent with and practicing equal employment opportunity and engaging in affirmative efforts to maintain an environment that supports and encourages the contribution of all employees. The parties will strive to achieve a workplace environment respectful of the diverse cultures of the workforce. The Employer and Union are proud of the diversity of the workforce and the benefits that diversity brings to the industry.

As part of this commitment, the Employer will work with the Union to inform and educate members of underrepresented communities about job and career opportunities with the Employer.

Actions taken by the Employer in accordance with its current Affirmative Action Plan may also meet goals of the outreach program. In no event shall the Employer be required to act contrary to its Affirmative Action Plan, nor shall its Affirmative Action Plan or actions taken pursuant to that plan be subject to the grievance and arbitration provision of the Agreement.

### **ARTICLE 31 – DISCRIMINATION CLAUSE**

The Company and the Union agree that there will be no discrimination because of an associate's race, color, creed, religion, national origin, age, sex, disability or veteran status.

### **ARTICLE 32 - SUCCESSORS AND ASSIGNS**

Should the Employer sell, assign or otherwise transfer the facility, the Employer shall notify the union in writing, and it shall notify the buyer of this Agreement.

### **ARTICLE 33 – NOTIFICATION**

The Company will advise the Union of any major changes in the nature of its operation which might substantially affect its associates. In such event or events, the Company shall give the Union at least thirty (30) days notice prior to the date such changes are to become

effective.

#### **ARTICLE 34 – PARTNERSHIP GOALS & LABOR-MANAGEMENT COMMITTEE**

A. The Employer and the Union agree that job security for the employees is best assured by growth of the business and that growth of the business is dependent on increased teamwork and productivity aimed at meeting the competitive challenges in the marketplace. The parties further agree that the most effective way of accomplishing those goals is through labor-management cooperation and a partnership between the Employer, the employees and the Union. The parties also believe that employee involvement and participation in improving the quality of their jobs and the growth of the business is an important goal of the Employer and the Union, as is building trust and improving communication between management and the employees. Toward those goals and objectives, the parties have agreed to create a Joint Labor Management Committees, (JLMC).

B. The Employer and the Union agree there shall be a Joint Labor Management Committee consisting of no more than 3 individuals from each party. The names of the committee members shall be submitted by each party to the other, in writing. Meetings will be held at mutually agreeable times and places so as to apprise the other of problems, concerns and suggestions related to the operation, working conditions and the labor agreement, all with the aim of promoting better understanding between the parties. Meetings will be held at mutually agreeable times and places so as to apprise each other of problems concerns, and suggestions related to the operation of the business, working conditions, sustainability, cost-effective and environmentally sensitive production, and the labor agreement, all with the aim of promoting better understanding between the parties and their responsible roles in the American University community. A written agenda shall be established for each meeting. Employees assigned to the Site JLMC shall be paid their regular hourly rate for the time spent as a committee member on the JLMC.

Such meetings shall not be construed as opening the Agreement for negotiations nor shall such meeting be considered as a step in the grievance procedure. No rights either party has under the Grievance and Arbitration procedure or any other Article of the Agreement shall be waived by utilizing the JLMC including the exercise of management's rights by the Employer not to conflict with the Agreement.

C. The JLMC is not empowered to alter, amend or change the terms and conditions of this Agreement in any way.

D. The Safety Committee shall be a subcommittee of the Labor Management Committee:



- I. The Employer will ensure that the working environment and all conditions of work are maintained in a safe manner and that all safety devices and equipment required by the various health codes and other applicable statutes are supplied to maintain a safe environment.
- II. A Joint Safety and Health Committee ("Committee") will be established by the Employer and the Union, composed of three (3) members of the bargaining unit selected by the Union and up to three (3) members of management selected by the Employer. The Committee shall be organized to provide assistance in identifying and eliminating potential safety hazards throughout facility. The program will include a bi-weekly review of findings by the Committee during work hours; the Employer will make any necessary changes to ensure the safety of its employees.
- III. Protective Equipment: The Employer shall make available appropriate personal protective equipment such as "cut gloves" and replace for normal wear and tear as needed at no cost to the employee. The employee shall replace equipment negligently damaged or lost at cost to the employee. Employees shall wear all such equipment.

### **ARTICLE 35 – SUSTAINABLE PRACTICES**

**A.** The Employer and the Union will form a Sustainable Practices Committee, as a subcommittee of the Labor-Management Committee, which shall consist of three (3) members of the bargaining unit, appointed by the Union and the President of the Union or his or her designee, and three (3) members appointed by Aramark.

The Sustainable Practices Committee may seek input and guidance from appropriate members of the university community, health officials, customers, suppliers, and other employees, and community organizations, upon agreement to do so by the full committee – that is, both Employer and Union members of the committee must agree and consent to do so.

**B.** The Sustainable Practices Committee shall not meet less than two and not more than four times per year (at least once during each of the fall and spring semesters), to identify and recommend best practices that promote healthy, fresh, sustainable and environmentally responsible food and hospitality services; and to discuss employees' contributions to the advancement of best practices. Topics may also include training and education opportunities for associates, health and safety procedures, facilities and equipment. The Committee will seek to develop solutions that meet the needs of all stakeholders. Implementation of any recommendations will remain in the sole discretion of the Employer.

In order to meet the needs of all stakeholders, the Committee will develop an annual survey

to solicit opinions and ideas from all bargaining unit members regarding food quality, sustainable food practices, preparation and customer service. The Committee shall administer the survey once per academic year. The responses to the survey are to be used solely to assist the Committee in its discussions and are not to be disclosed to the university's employees, students, faculty, or administration, or to any other person or entity, without the express written consent of the Employer.

No disciplinary action shall be taken as a result of any employee's responses on the Sustainable Practices Survey or issues raised directly with Aramark or members of the Sustainable Practices Committee regarding food quality, practices and customer service.

**C.** Aramark will implement an ongoing training program for Culinary and Utility associates on practices that reduce waste and environmental impact, including product utilization and disposal, consisting of at least sixteen (16) hours of training and/or professional development for each associate annually. An associate who is absent (for any reason) when his or her training opportunity was provided may be offered a make-up session, in the discretion of the Employer. Training may include both on-the-job training and skills development outside regular job duties and work hours, and all time spent in Employer-mandated training will be paid at the employee's classification rate of pay according to the collective bargaining agreement. ✓

**D.** Except as expressly set forth in this Article, nothing in this Article shall be construed to limit or affect the traditional right of management to manage the business or to take unilateral action as provided in the Management Rights article of this Agreement (Article 5), or otherwise. Further, nothing in this Article shall be construed to convert any issue relating to sustainable practices into a mandatory subject of bargaining

## **ARTICLE 36 – DIGNITY AND RESPECT**

The Employer and the Union agree to each employee, supervisory representative of the Employer and Union Representatives shall be treated with dignity and respect. Verbal abuse, threats or harassment by employees, managers, representatives of the union, or supervisors towards each other will not be tolerated. Discipline shall be handled in a professional manner.

## **ARTICLE 37 – TRAINING**

The Employer shall provide adequate training to its new employees or current employees at the employer's expense and on the employer's time. Such training shall be compensated at the regular hourly rate of pay.

## **ARTICLE 38 – TERM OF AGREEMENT**

This agreement shall be effective June 1, 2012 and shall continue in full force and effect until May 31, 2016 and then from year to year, unless written notice of desire to amend or terminate as of May 31, 2016 and any subsequent anniversary date is served by either party upon the other at least sixty (60) days prior to such date.

ARAMARK

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We, the undersigned members of the American University Community, believe that all workers on campus deserve a voice on the job, good wages, and good benefits.

The workers at Tenley cafeteria have been an important part of our community for many years, and have been part of the same union as other campus food service workers. This did not change when Aramark took over.

When food service operations reopen on Tenley Campus in the American University Washington College of Law, the workers will be covered under the same union contract that covers all other Aramark food service workers on campus.

We demand that Aramark respect this history and the Collective Bargaining Agreement.

Name	Signature	Student Organization or Job Title	Date
Christine Williams	Christine Williams	<del>Cashier</del> Cashier	3/4/15
Phillip Outlaw	Phillip Outlaw	Utility	3/4/15
Ellen Haskins	Ellen Haskins	CASHIER	3/4/15
MARY M. FAULKNER	Mary M. Faulkner	cook	3/4/15
Luis G. Mora	Luis Mora		3/4/15
Cheryl H. Hines	Cheryl Hines	SALAD MAKER	3/4/15

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REAL JOBS.**

on campus and beyond...

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