

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**ARAMARK SERVICES INC.  
THROUGH ITS DIVISION, BUSINESS DINING  
AT  
LOS ALAMOS NATIONAL LABORATORY**

**AND**

**United Food and Commercial Workers Union  
Local 1564 of New Mexico**

**Effective: November 1, 2023**

**Expiration: October 31, 2027**

**TABLE OF CONTENTS**

<b><u>ARTICLE</u></b>		<b><u>PAGE</u></b>
1	RECOGNITION .....	1
2	UNION MEMBERSHIP .....	1
3	NON DISCRIMINATION .....	2
4	UNION VISITATION .....	2
5	MANAGEMENT RIGHTS .....	3
6	NO STRIKE OR LOCKOUT .....	3
7	DISCIPLINE AND DISCHARGE .....	4
8	GRIEVANCE AND ARBITRATION PROCEDURE .....	6
9	OVERTIME .....	8
10	HOURS OF WORK .....	8
11	TRANSFERS .....	10
12	SENIORITY .....	10
13	PROBATIONARY PERIOD .....	11
14	PERSONAL ITEMS .....	11
15	SAVINGS CLAUSE .....	11
16	WORK RULES.....	11
17	VACATIONS .....	12
18	HOLIDAYS.....	13
19	BEREAVEMENT LEAVE .....	13
20	UNIFORMS.....	14
21	MILITARY SERVICE PROVISIONS .....	14
22	JURY DUTY.....	14
23	HEALTH INSURANCE .....	14
24	ARAMARK HOURLY 401(K) .....	16
25	WAGES .....	16
26	NO REDUCTION.....	18
27	SEPARABILITY .....	18
28	SICK LEAVE.....	18
29	SUCCESSORS AND ASSIGNEES .....	19
30	EMPLOYEE PAYCHECKS.....	19
31	SAFETY AND HEALTH.....	20
32	DURATION.....	20
	LETTERS OF AGREEMENT.....	21-23

## **AGREEMENT**

This Agreement is entered into and is effective this first day of November 2023, between ARAMARK SERVICES, INC., through its division, Business Dining, hereinafter referred to as the "Employer" or "Company", for its food service unit at Los Alamos National Laboratory, Los Alamos, New Mexico, and United Food and Commercial Workers Union, Local 1564 of New Mexico, hereinafter referred to as the "Union".

Term of Agreement. November 1,2023 – October 31, 2027

It is the intent and purpose of this Agreement to promote a sound and mutually beneficial relationship between the Employer and the Union. The Employer and the Union are committed to the uninterrupted effective performance of the functions of the Employer. The Union will strive to maintain these functions through the performance of the regularly assigned and related duties of the classifications covered by this Agreement.

The Union and the Employer agree that day to day communications between employees, supervisors and managers should always be courteous and that employees, supervisors and managers should treat each other with dignity and respect.

### **ARTICLE 1 – RECOGNITION**

The Employer recognizes the Union as the exclusive bargaining agent, for the purpose of Collective Bargaining within the meaning of the appropriate Federal and State laws in all matters with respect to wages, hours of work, and all other terms and conditions of employment, representing all of the employees working for Aramark at the Los Alamos National Laboratory, in New Mexico; excluding general manager, production, manager, catering manager, office manager, customer service manager, executive chef, office clericals, guard, watchmen and supervisors, as defined in the Act.

### **ARTICLE 2 - UNION MEMBERSHIP**

**Section 2.1 Union Shop** All employees of the Employer employed in the bargaining unit shall, no later than thirty-one (31) days following ratification of this Agreement, as a condition of employment, maintain membership in the Union through the payment of periodic dues and fees for the duration of this Agreement. Furthermore, employees of the Employer employed in the bargaining unit shall, no later than thirty-one (31) days following their date of hire, as a condition of employment, maintain membership in the Union through the payment of periodic dues and fees for the duration of this Agreement.

**Section 2.2** Employees may satisfy their obligation under this Article to become or remain a member of the Union by tendering to the Union that portion of periodic dues and initiation fees universally required.

**Section 2.3** The Employer agrees that upon receipt of a check-off authorization card from the employees of the Employer that are members of the bargaining unit that have voluntarily authorized the Employer to deduct Union dues, fees and active ballot club deductions, the Employer shall deduct from the wages from such employees on a bi-weekly basis such amount certified by the Union as applicable to members in good standing. The check-off authorization card shall comply with both State and Federal Laws.

Section 2.4 Indemnification. The Union hereby agrees to indemnify and hold the Employer harmless from and against any and all claims, demands, losses, damages, liability or expense, including without limiting the generality of the foregoing, attorney's fees, arising from or growing out of the application of this Article by the Employer at the request of the Union.

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

Section 3.1 Neither the Employer nor the Union shall discriminate against an employee because of age, race, religion, sex, gender, national origin, color, marital status, civil union and domestic partnership, ancestry, sexual orientation, gender identity, pregnancy disability, genetic information, disability, veteran status (specifically status as a disabled veteran, special disabled veteran, Vietnam era veteran, recently separated veteran, armed forces service medal veteran, or other protected veteran) or other classification protected by applicable Federal, State or local law.

Section 3.2. The Employer will not discriminate against any employee because of membership in the Union.

Section 3.3 The Employer shall not discriminate against an employee for filing a grievance, enforcing the Contract or for other legally protected activity.

### **ARTICLE 4 – UNION VISITATION**

Section 4.1 Authorized Union representatives shall be permitted to visit the facility regarding Union matters during working hours. Where such visitation is restricted by way of security measures, the Union shall give advance notice of said visitation. Subject to the Client's access policy, Aramark will assist a designated Union representative to obtain the necessary credentials to visit the facilities.

Section 4.2 The Union representative will notify the supervisor on duty when he arrives on the Employer's premises for the purpose of a meeting with an employee or the Union Shop Steward to investigate a grievance, or to administer the terms of this Agreement. The supervisor will cooperate reasonably to arrange for the Union representative to meet with the Union Shop Steward at a place to be made available by the Employer. The Union representative shall not conduct interviews or transact business at times which results in the unreasonable interruption of service. The Union will keep the Employer informed and updated, in writing, concerning the names of the authorized Union representative(s) and the employee shall not be required to recognize or deal with any other Business Representative(s) other than the ones designated.

Section 4.3 The Employer recognizes the right of the Union to appoint steward(s). The Union shall notify the Employer of its selection(s) in writing. The Steward(s) shall be allowed time off the job without loss of time or pay to investigate, reduce to writing, or present a grievance. Such time off shall not exceed four (4) hours accumulative per week for all Stewards. This four (4) hour period shall not be taken in greater than one (1) hour intervals and shall not be performed during busy periods. Additional hours may be used upon management approval. The authority of the Shop Steward shall be limited to the following activities:

- (a) The investigation and presentation of grievances to the designated Employer representative in accordance with the provisions of the Collective Bargaining Agreement provided the orderly and efficient operations of the Employer are not impaired.
- (b) Maintain the Union bulletin board, erected next to the safety bulletin boards at all locations.

Section 4.4 The Employer shall provide the Union with reasonable time, not to exceed one (1) hour, in order to orient new employees regarding Union membership. This time shall be provided within ten (10) business days of employment. Failure of a Union representative to appear as agreed, shall exempt the Employer from this provision as regards that employee only.

Section 4.5 In the presence of management or designee, the designated Shop Steward and/or Union Business Representative(s) shall have the right to examine specifically identified records from an employee personnel file pertaining to disciplinary actions taken against an employee or employees covered by the Agreement. The Employer shall make available originals or copies of the original disciplinary actions for the examination by the authorized Union Representative upon twenty-four (24) hours' notice.

Section 4.6 Within three (3) business days of notice by electronic mail by an authorized Union Representative, to the General Manager (or their designee), the Company will provide the union representative with copies of payroll records in question.

## **ARTICLE 5 - MANAGEMENT RIGHTS**

The Union recognizes and agrees that all management rights, powers, authority, and functions, shall remain vested exclusively in Aramark Services, Inc., except where abridged by a specific provision of this Agreement. It is expressly recognized that such rights, powers, authority, and functions include, but are by no means limited to, the full and exclusive control, management and operations of its facilities; the determination of the scope of its activities, products to be manufactured or the services to be rendered, and methods pertaining hereto, the relocation of such servicing and other business activities and operations except that bargaining unit members shall be employed at relocated facilities; the materials, goods, products and services to be acquired or utilized, and the equipment and machinery to be utilized, schedules of work and production schedules and standards; the right to schedule, require and assign overtime work subject to seniority rules; the right to establish, and change units; the right to introduce or approve procedures, methods, processes, facilities, fixtures and equipment or make technological changes; the right to establish, maintain, change or enforce operations, procedures and policies; the right to maintain order and efficiency; the right to establish, maintain or change housekeeping standards; the right to contract, subcontract, whether in-house or off premises, lease, license, transfer, convey or assign any processing, service or catering work, department, section, or unit, or other operation, outside the bargaining unit, except as to work performed by the bargaining unit as identified in Article 1; the right to conduct internal audits of any and all aspects of operations; the determination of the number and size of its facilities or any part thereof, and the extent to which, as well as the means and manner by which, its facility, departments, sections, units or any part thereof, shall be operated, remodeled, refurbished, maintained, shut down; the right to terminate, merge, consolidate, sell or otherwise transfer its business facility, or any part thereof, equipment or machinery; the right to make, change, and enforce safety and security rules; the right to make, change, and enforce

reasonable rules of conduct and the right to make, change, and enforce reasonable work rules; the determination of the number of employees, the assignment of duties thereto, and the right to change, increase and reduce, the same and the direction of the working force including but by no means limited to hiring, selecting and training of employees, and the right to discipline, suspend, discharge, assign, lay-off because of a lack of work or to achieve increased efficiency, recall, and promote employees.

The above enumeration of management's rights shall not be deemed to exclude other rights of management not specifically set forth including language changes to this article during the bargaining process that become important under extraordinary circumstances.

## **ARTICLE 6 - NO STRIKE OR LOCKOUT**

Section 6.1 No employee shall engage in any strike, sit-down, sit-in, slow-down, cessation, or stoppage or interruption of work, boycott or other interference with the operations of the Employer and the Clients during the period of this Agreement or any extension thereof.

Section 6.2 The Union, its officers, agents, representatives and members, shall not in any way, directly or indirectly, authorize, assist, encourage, condone, participate in or sanction any sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Employer, or ratify, or condone or lend support to any such conduct or action during the period of this Agreement or extension thereof.

Section 6.3 In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Employer, occur, the Union, within twenty-four (24) hours of a request by the Employer, shall:

- (a) Publicly disavow such action by the employees.
- (b) Advise the Employer in writing that such action by employees has not been called or sanctioned by the Union.
- (c) Notify employees of its disapproval of such action and instruct such employees to cease such action and return to work immediately.
- (d) Post notices on Union Bulletin Boards advising that it disapproves such action and instructing employees to return to work immediately.

Section 6.4 The Employer agrees that it will not lockout employees during the period of this Agreement.

Section 6.5 The Employer shall have the right to discharge for cause, with loss of all rights and benefits, any or all employees who incite, induce or participate in a violation of any of the provisions of this Article.

## **ARTICLE 7 - DISCIPLINE AND DISCHARGE**

Section 7.1 The Employer shall have the right to discharge, suspend, or discipline any employee for just cause.

Section 7.2 Wherever possible, prior to discharge, the Employer will notify the Union of its intent to discharge any employee in the Bargaining Unit.

Section 7.3 All documented discipline in an employee's record which do not involve final reprimand shall be cleared after six (6) months, provided there is not subsequent disciplinary action taken of a similar nature in the intervening six (6) month time period. All documented discipline that involve final reprimands shall be cleared after eighteen (18) months from the documented discipline.

Section 7.4 An employee who is to receive any disciplinary action shall be entitled to have a Union representative present. If the employee does request to have a representative present, the Employer shall comply with that request. The Employer will allow employees their choice of representative, provided that the person selected is working at the location at the time of the meeting and provided that said representative is paid at the regular rate of pay for time associated with such meeting.

Section 7.5 The Employer will attempt to discipline employees in such a manner so as not to embarrass the employee before the public or other employees. It must be kept in mind, however, that if insubordination (verbal abuse or refusal to perform an assigned task) by an employee takes place in public or in the presence of other employees, the Employer shall not be restricted by the operation of this Section. The employer and the Employees agree to refrain from foul or abusive language, with mutual respect being the goal.

Section 7.6 Employees are required to provide a minimum of one (1) hour advance notice when they will not report to work (call off), except in the case of circumstances beyond the employee's control such as blizzard conditions, road closure, and automobile accidents.

Employees are required to provide a minimum of one (1) hour advance notice when they will not report to work at their scheduled start time (tardy), except in the case of circumstances beyond the employees control such as blizzard conditions, road closure, and automobile accidents.

The Employer agrees to provide the employees and the Union with the number and method to call and text.

Failure to call off will constitute "no-call no show" and shall result in discipline. Failure to provide such notice for three (3) consecutive days shall be considered a voluntary separation for job abandonment.

Section 7.7 Employees reporting to work later than forty-five (45) minutes after their scheduled shift begins shall be permitted to work their assigned shift if such reporting is due to unusual circumstances and no replacement has been obtained.

Section 7.8 Any Bargaining Unit employee that refuses a job assignment within his or her classification for which he/she is qualified and capable of performing and for which he/she can safely perform as determined by management shall be subject to discipline up to and including termination. Employees that can produce a signed doctor's note/certificate shall be exempt from this provision.

Section 7.9 The parties agree that no warning notice need be given, and an employee may be discharged where just cause is established for:

- (a) Unauthorized use of Employer vehicles;
- (b) Drunkenness, including drinking during working hours, carrying intoxicating

- beverages for personal consumption during working hours or being under the influence of alcohol during working hours;
- (c) Possession, use, sale or distribution of illegal drugs or controlled substances, or being under the influence of illegal drugs or other controlled substances in or around the work place;
  - (d) Theft or dishonesty;
  - (e) Gross Insubordination;
  - (f) Fighting;
  - (g) Gross negligence in performance of duties;
  - (h) Gross negligence with Employer equipment;
  - (i) Gross violation of established rules;
  - (j) Improper conduct of an employee towards a customer or client.

The types of conduct listed above are done so for purposes of illustration only, and in no way present an all-inclusive list of actions that may result in discharge.

Section 7.10 In instances where disciplinary action is to be taken, the following procedure will apply:

- Step 1. Verbal Reprimand. This is the initial step of progressive discipline. A verbal reprimand is generally used when a problem persists after the supervisor has brought it to the employee's attention.
- Step 2. Written Reprimand. If the employee has not satisfactorily corrected the problem as outlined in the verbal reprimand, a formal written reprimand shall be administered. A written reprimand may be the initial disciplinary action in cases of a serious nature.
- Step 3. Final Written Reprimand: Final Written Reprimand is the last corrective step in the disciplinary process and is normally preceded by a verbal reprimand and a formal written reprimand. In some extreme cases, a final written reprimand may be warranted as the initial step of the disciplinary process.
- Step 4. Termination. If previous steps have not been successful, the employee may be terminated provided that termination is supported by just cause.

Except in the case of Step 4, Termination, the Employer agrees to give the employee adequate time to correct any deficiencies in their work or conduct.

Section 7.11 Any disciplinary action must be raised with the employee within ten (10) working days of the discovery of the most recent incident giving rise to the disciplinary action. It is understood that the Employer shall not use any disciplinary action as a tool to further penalize an employee for the same offense, "Double Jeopardy".

Section 7.12 Any employee who is discharged, or demoted shall be informed at the time of discharge, or demotion of the immediate cause and, it shall be reduced to writing by the Employer.



## **ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURE**

**Section 8.1** The term “grievance” shall mean any complaint as to the application of a specific provision(s) of this Agreement to a particular factual situation involving a specific employee or employees. Grievances may be filed and processed only through the procedure outlined herein.

**Section 8.2** Any written grievance must include the information set out in this Section regardless of the form used, or it will be rejected as being insufficient. Insufficient grievances will not extend the time limitations contained herein. To be arbitrable, all written grievances must contain the following information:

- (a) The name of the bargaining unit employee(s) or a specific subset of the unit; including the entire unit, if appropriate;
- (b) The approximate date of the alleged violation;
- (c) The date on which the grievance is being written;
- (d) Specific provision or provisions of the Agreement allegedly violated;
- (e) A statement of the circumstances by which the Employer is alleged to have violated the Agreement;
- (f) A statement of the remedy or relief for each and every alleged violation;
- (g) The name of the Union representative filing the grievance.

**Section 8.3** The Union, or any employee in the Bargaining Unit that has a dispute or disagreement arising out of the interpretation or application of this Agreement, shall submit such dispute or disagreement in writing, for resolution, under the procedures and in the manner set forth in this Article. This Article and the rights and obligations of the parties hereunder shall be applicable only to disputes which arise during the term of this Agreement or extension hereof. The dispute or disagreement shall be submitted to the following:

(a) **Employee Disputes**

**Step 1.** The Union Representative or the employee, as the case may be, who has (have) a grievance may discuss the dispute or disagreement promptly, but no more than ten (10) business days after the event giving rise to the grievance. Following this meeting, the Employer shall provide a written response as to its determination within ten (10) business days. The employee may be accompanied by a Steward or the Union Representative. The employee may be accompanied by an available employee representative of their choice without loss of time or pay for the employee representative, or the Union Representative. Resolution of matters raised at Step 1 shall not be binding on the Employer or the Union as a past practice or interpretation of the Agreement.

**Step 2.** If the dispute or disagreement is not settled in a matter satisfactory to the parties in Step 1, the dispute may be reduced to writing by the Union and it shall be mailed to the Employer’s representative designated for such purpose. Such grievance must be mailed within ten (10) business days after the written response is received as provided for in Step 1.

- (b) Within ten (10) business days the Employer shall provide a written response to said grievance. If the written response is not satisfactory to the Union, the Union may elect to forward such matter to the Arbitration process. The Union may make a request on behalf of both parties to the Federal Mediation Conciliation

Service to submit a list of seven (7) names all of whom are members of the National Academy of Arbitrators as a paid, impartial arbitrator. Such request for arbitration must be made within thirty (60) calendar days after the Employer denies the grievance. Upon receipt of the list of arbitrators by both parties, and within ten (10) business days of such receipt, each party shall strike three (3) names in alternation with the party striking first to be determined. The remaining name will be empowered to act as arbitrator. The customary costs of obtaining this panel of arbitrators shall be divided equally between the Union and the Employer.

- (c) Pre-Arbitration Conference - The Union or the Employer may request a pre-arbitration conference after Step 2, but prior to the arbitration hearing, to consider means of expediting the hearing, such as, reducing the issue or issues to writing, stipulating facts, and authenticating proposed exhibits. Participation at this meeting shall be limited to the grievant, the Steward and representative of the Union and the representative(s) designated by the Employer.

Section 8.4 The time limits stated in this Article are intended to be maximum time limits and binding on the Union, bargaining unit employees, and the Employer. The time limitations may be extended by mutual agreement in writing between the Employer and the Union. Grievances not processed by the Union or any bargaining unit employee within the time limits specified herein will be deemed to be settled. Grievances not processed by the Employer or its representatives within the time limits specified herein shall, at the request of the Union, escalate the grievance to the next step in the grievance procedure.

Section 8.5 The jurisdiction and authority of the arbitrator and his or her opinion and award shall be confined exclusively to the interpretation and/or application of the express provision(s) of the Agreement at issue between the Union and the Employer. He or she shall have no authority to add to, subtract from, alter, amend or modify any provision(s) of this Agreement; to impose on either party a limitation or obligation not explicitly provided for in this Agreement; or to establish or alter any wage rate or wage structure. The arbitrator shall not hear or decide more than one (1) grievance without the mutual consent of the Employer and the Union. The panel fees, and expenses of the Arbitrator and the customary costs necessary to pay for the hearing facility as well as any interpreter shall be shared equally by the Employer and the Union.

Section 8.6 Prior to engaging the services of an interpreter, as outlined in Section 8.5, the Employer and the Union shall agree to said services and agree which party shall contact the interpreter. Said interpreter shall be certified by the State of New Mexico. Nothing in this Section shall prohibit either the Employer, or the Union from hiring an interpreter of their choice independently. In such cases, the cost of hire shall be borne by the hiring party.

Section 8.7 The written award of the arbitrator on the merits of any grievance adjudicated within his or her jurisdiction and authority shall be final and binding on the aggrieved employee, the Union and the Employer, provided however, that should the arbitrator exceed any of the express limitations on his or her jurisdiction and authority set forth herein, it is mutually agreed that either party shall have the right to petition a court of competent jurisdiction to vacate or correct the ensuing award, and that such action by the Arbitrator in excess of the jurisdictional limits here imposed, shall be grounds for vacating any award.

Section 8.8 In accordance with the principle “obey now, grieve later”, employees will comply with work rules, policies, procedures, and instructions of the Employer and may not engage in “self help” except where the employee believes his or her health or safety is at risk.

## **ARTICLE 9 – OVERTIME**

One and one half (1½) times the regular straight time rate of pay for any classification shall be paid to any employee working in said classification for any time worked in excess of forty (40) hours within one (1) work week or on a recognized holiday listed in Article 18, but there shall be no pyramiding of overtime.

## **ARTICLE 10 - HOURS OF WORK**

Section 10.1 The standard work week shall consist of not more than forty (40) hours per week, provided that such standard work week and work day 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 week or day respectively.

When business conditions require a reduction in work hours the Employer will notify employees at least seven (7) days in advance of the reduction for the purpose of soliciting volunteers. Thereafter, the Employer will reduce the schedule of part time employees in a manner that equalizes the reduction of work hours for each employee. If an additional reduction of hours is required, the Employer will reduce the schedule of full-time employees in a manner that equalizes the reduction of work hours for each employee. The Employer agrees that the reduction of an employee’s regular work schedule under this section will be limited to a maximum of twelve (12) weeks in a calendar year. Where such reduction will result in scheduling of any full-time employee for fewer than thirty five (35) hours per week, the junior most part time employee will be placed on layoff status in lieu of reducing hours.

Section 10.2 The work week for scheduling and payroll purposes shall commence with and reflect the pay cycle of the Company, currently Thursday - Wednesday. The Company will provide the Union and employees with as much notice as possible, and no less than a thirty (30) day notice in the event of a change.

All work schedules shall be posted at the Otowi Café and available to employees on the Kronos IVR system on Friday by 12:00 p.m. for the upcoming Thursday – Wednesday work week. In the event a work schedule is posted after 12:00 p.m., Labor Relations and the site Manager will be notified in writing.

Section 10.3 Employees needing time off for personal matters will provide the Employer with such request in writing. The Employer agrees to make a reasonable effort to grant up to a maximum of three (3) requests per calendar year based upon seniority if more than two (2) weeks notice is given, and on a first come basis if inside two (2) weeks. The Employer will advise the employee in writing if such request is denied or approved. Unless requested by the employee, approved days off for personal matters will not be paid as vacation days and shall not displace an employee already approved for vacation time. Employees designating a day off without pay will not be given the same consideration as those who have selected to use vacation.

Section 10.4 The Employer agrees to pay one and one half (1½) times the employee's regular rate of pay for all hours worked in excess of forty (40) hours in a scheduled work week. Holiday and vacation hours do not count toward overtime, only hours actually worked.

Section 10.5 Subject to seniority by classification the Employer reserves the right to require and direct employees to perform overtime assignments. No overtime shall be performed unless authorized by management.

Section 10.6 Subject to seniority by classification additional hours will be offered to qualified and available employees who can work the hours on a straight time basis.

Section 10.7 Under no circumstances shall premium or overtime pay be computed on other than the employees' base hourly rate, or in anyway pyramided.

Section 10.8 In the event an employee quits or is terminated during the course of the regular work day, the employee shall be paid only for the actual time worked.

Section 10.9 Employees listed on the schedule will be paid for hours worked subject to Section 4. In the event of a day's work being reduced due to an act of God (earthquake, fire, snow, or unusual business circumstances, etc.), employees will be paid a minimum of four (4) hours at their regular rate of pay. The employee may, at their discretion, elect to utilize accrued vacation or sick time to supplement pay up to the scheduled work day.

Section 10.10 The schedule shall show the first and last name of each employee, starting time, meal period, quitting time, and days off.

Section 10.11 It is understood that circumstances may require management to change or alter schedules during the work week; however, should the need arise for any schedule change, the Employer shall notify the affected employee promptly, provided that schedule changes shall not shorten the time paid to less than four (4) straight-time hours.

Section 10.12 The parties agree the schedule will not be used for arbitrary, capricious, or retaliatory scheduling of employees.

Section 10.13 Rest Breaks There shall be two (2) uninterrupted paid fifteen (15) minute rest periods for each eight (8) hour shift, one taken prior to lunch.

Section 10.14 There shall be an uninterrupted paid lunch period of thirty (30) minutes. Said lunch period shall be given as close as possible to the middle of their work shift, but not prior to their third (3<sup>rd</sup>) hour of work nor later than their fifth (5<sup>th</sup>) hour of work provided that no lunch period shall be taken during peak sales periods. No employee shall be required to work longer than six (6) hours without a lunch period unless by mutual agreement.

Section 10.15 Employees that are outside of work and waiting for management to open the facility will be paid from their scheduled starting time and not penalized for a supervisor not arriving at the employee's start time.

Section 10.16 Employees shall be compensated at their regular rate of pay for physical examinations, training and certification that is required by the Employer.

## **ARTICLE 11 – TRANSFERS**

Section 11.1 In all cases of promotions or transfers within the Bargaining Unit, if more than one (1) employee possesses the necessary ability, qualifications, skill and work performance then the position will be awarded by seniority.

The Employer shall have the right to apply and determine the factors. The employee or employee's representative shall have the right to grieve said promotion or transfer in the event that the conditions of this Article are unfairly administered.

Section 11.2 All regular full-time jobs will be posted for three (3) consecutive workdays, at each facility where the Employer operates, before filling. Any employee wishing to be considered for such jobs within the Bargaining Unit shall bid on same by making the Employer aware of such desire in writing, giving experience and qualifications for the position.

## **ARTICLE 12 - SENIORITY**

Section 12.1 The Employer shall recognize seniority rights from the employee's date of hire with the Company in accordance with Section 2 of this Article. Employees transferred into the Bargaining Unit shall have seniority start from their first date of arrival into the Bargaining Unit. Employees that have worked for the National Labs, or Santa Fe Services, and were hired by Aramark upon its arrival at the National Labs shall have such time counted in determining their seniority.

Section 12.2 In matters affecting layoff and recall from layoff, shifts, and vacations, seniority shall govern provided however the employee must possess the necessary skills, qualifications, abilities, and knowledge, to perform the work. An employee duly notified by registered letter to their last known address by the Employer to return to work from layoff, must return to work within five (5) days of receipt of such notice or be considered as terminated. All full-time employees, who work thirty (30) or more hours per week, shall, in the event of a layoff, have the right to displace part-time employees of lesser seniority provided they have the skills, qualifications, abilities, and knowledge, to perform the work. Employees working less than thirty (30) hours per week shall be classified as part-time.

Section 12.3 The Employer agrees to maintain adequate seniority records of all its eligible employees and to make such information available to the Union.

- (a) The Employer agrees to prepare and maintain the accuracy of a seniority list, which shall show the seniority status and ranking along with the job classification.
- (b) The Employer agrees to post on the bulletin board a seniority list and to provide the Union with copies of the same.

Section 12.4 An employee's continuous service shall be broken so that no prior period of employment shall be counted and his or her seniority shall cease upon:

- (a) discharge;
- (b) voluntary quitting;
- (c) absence for three (3) working days, without notifying the employer unless it is impossible to do so;

- (d) absence due to lay-off or leave of absence exceeding twelve (12) months, except that nothing in this Section is intended to restrict any rights an employee may have under the Family and Medical Leave Act (FMLA), the Americans with Disabilities Act (ADA) or any other applicable Federal, State or local law; and
- (e) failure of an employee to return to work upon recall within five (5) working days after registered letter sent to him by the Employer at his last known address appearing on his records.

Section 12.5 In the event of a reduction of force, the employee with the least seniority in the classification will be scheduled for layoff. If the person being laid off has the skills, qualifications, abilities, and knowledge to perform the work, the employee may then “bump” the least senior employee in any classification or take layoff.

Section 12.6 Trial Periods: If an employee is promoted to a higher job classification as the result of the job bidding process, the employee will serve a trial period for up to thirty (30) days. If the employee is removed from the new job during the trial period because the Employer or the employee feels they cannot satisfactorily perform the work, the employee will be returned to their former job, without the loss of seniority.

Section 12.7 In the event a senior employee’s schedule is reduced, thereby causing the re-classification of the position from full-time to part-time, the employee shall have the option to either abandon his or her former position and “bump” the least senior full-time employee in any classification, provided they have the skills, qualifications, ability, and knowledge to do the job.

### **ARTICLE 13 – PROBATIONARY PERIOD**

Newly hired employees shall be on probation until they have completed ninety (90) calendar days of employment. During this probationary period, such employee shall be considered as being on trial subject to immediate dismissal at any time at the sole discretion of the Employer. Discharge during the probationary period shall not be subject to the grievance and arbitration procedures of this Agreement. Upon completion of the ninety (90) calendar day probationary period, such employee shall enjoy seniority status from their last hire date.

### **ARTICLE 14 – PERSONAL ITEMS**

Personal items that are unrelated to the needs of the job shall not be taken to the workstation. The Employer agrees to provide a secure area or locker space for employees to store personal items during the work day. Employees shall have the right of reasonable access to this area or locker space during the work day. The Employer reserves the right to gain access to said secure area or locker space, when accompanied by the employee concerned, or Union representative.

### **ARTICLE 15 - SAVINGS CLAUSE**

If any provisions of this Agreement or the applications of such provisions to any person or circumstance be ruled as "unfair labor practice," or in any other way contrary to law, by any Federal or State court or duly authorized agency, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby, and the parties will negotiate to replace such provision.

## **ARTICLE 16 - WORK RULES**

Section 16.1 The Employer agrees to comply with applicable Federal and State laws and requirements pertaining to occupational safety and health and to provide a safe work environment for the employees.

Section 16.2 For the convenience of employees, the Employer will prepare an employee handbook that shall, in part, assist employees in avoiding disciplinary measures. The Employer will administer the rules and regulations fairly and equally to all bargaining unit members. A copy of said rules shall be provided to the Union upon request.

## **ARTICLE 17 - VACATIONS**

Section 17.1 Each full-time employee who has worked for the Company a minimum of one (1) continuous year shall be entitled to: ten (10) days' vacation with pay; and each employee who has worked for the Company a total of at least seven (7) continuous years shall be entitled to a vacation of fifteen (15) days with pay. Each employee who has worked for the Company a total of at least fifteen (15) continuous years shall be entitled to a vacation of twenty (20) days with pay. Employees who terminate their employment will be paid vacation pay in proportion to the months worked that year. Time working for the Labs, and/or Santa Fe Services upon Aramark's arrival shall be counted for the purpose of determining years of service in this section. Earned, unused vacation will be paid out at termination.

Section 17.2 Each employee who is on vacation with pay shall be paid pro-rata based upon hours worked in the previous year at his/her regular hourly rate of pay. All vacation days to which employees are entitled, become available for use by each employee on their employment anniversary date.

Section 17.3 Vacation shall commence on the employee's first (1<sup>st</sup>) scheduled working day or shift on which he/she is absent from work on account of vacation.

Section 17.4 Employees who complete one (1) year of continuous employment during any week of a calendar year shall be granted the full week's vacation period, to which they are entitled, even though a part of the actual vacation extends into the next calendar year.

Section 17.5 Selection of Vacation - The selection of vacation week(s) and vacation days shall be by seniority, providing the procedure below is followed, and then first come first served for those dates after September 15<sup>th</sup>. Selection by vacation week shall supersede selection of a vacation day, or request for day off providing the procedure is followed below. The employee must make request for the vacation time to be applied, except as described in 17.5(A)5.

- A. Selection of Vacation week (s) and day (s)
- 1) On a vacation schedule posted by the Employer no later than the first (1<sup>st</sup>) business day following January 1<sup>st</sup> of each year, employees shall be allowed to select their vacations for the calendar year up to May 15<sup>th</sup>. Employees having the most seniority shall be granted first choice and shall be notified in writing by the Employer on the first (1<sup>st</sup>) business day after May 15<sup>th</sup>.

- 2) The Employer will make every reasonable effort to maximize the number of employees permitted to select vacations during the period of May 15<sup>th</sup> to September 15<sup>th</sup> based on legitimate business circumstances.
- 3) Employees who do not make a vacation selection by May 15<sup>th</sup>, will be allowed to select unscheduled available weeks or days until September 15<sup>th</sup>, but in no event shall they be allowed to displace any person who has selected his/her vacations by May 15<sup>th</sup>. Employees will be notified on the first (1<sup>st</sup>) business day after September 16<sup>th</sup> if their request has been approved. Employees who have not completed their first (1<sup>st</sup>) year shall make such selections that would apply after his/her anniversary date.
- 4) After September 15<sup>th</sup> of each calendar year, those employees who have not made a vacation selection can do so up until the holiday shut down. These vacation approvals will be based upon a first come first serve basis, providing the employee submits such written request to the Food Services Director or the manager in charge. In the event an employee has not made a vacation request or/and has vacation time remaining, such time will be applied by the Food Service Director or his/her designee for the holiday shut down with the employee's written permission.
- 5) Any employee who because of a bona-fide sickness or accident at work, or that vacation could not be taken due to business demands who has not had his/her vacation shall be paid for vacation time owed in the first (1<sup>st</sup>) pay period after their anniversary date.
- 6) Approved vacations may only be changed in writing by mutual agreement between the Food Service Director and the employee.

Section 17.6 The Employer agrees that at least two (2) employees will be provided a vacation day on each business day, if such requests are made. In the event the total number of full-time employees is equal to or exceed twenty (20), three (3) employees will be provided a vacation day on each business day, if such request is made. Subject to such limitations, all vacation requests will be honored by the Employer if made at least two (2) weeks in advance. Vacation requests made in a timely manner shall be honored consistent with seniority; otherwise, vacation requests will be honored in the order received.

Section 17.7 If a holiday occurs as recognized hereinafter on an employee's normal workday, during which time he/she is off on vacation, the holiday shall not be counted as part of the vacation but rather the vacation shall be extended and include another workday.



## **ARTICLE 18 - HOLIDAYS**

Section 18.1 All Hourly employees will receive the following paid holidays each year:

New Year Day	Thanksgiving Day
Martin Luther King's Birthday	Memorial Day
President Day	Independence Day
Veterans Day	Labor Day
Christmas Day	Day after Thanksgiving (11/1/20)
Employee's Birthday (after 2-year anniversary)	

Section 18.2 A holiday shall consist of a twenty-four (24) hour period from the beginning of a work day on the day the holiday is observed to the beginning of the workday on the next subsequent workday.

Section 18.3 Holidays shall be observed in conjunction with the laboratory schedule. In the event any employee is ever required to work on a Holiday, such employee shall be paid at the rate of two-times (2x) their regular rate of pay.

Section 18.4 Holiday pay for full-time employees shall receive eight (8) hours pay; Part-time employees shall receive six (6) hours pay.

## **ARTICLE 19 – BEREAVEMENT LEAVE**

Section 19.1. Bereavement Leave is intended to allow employees time off, with pay, to attend the wake and/or funeral or assist with final arrangements for an immediate family member. The immediate family is defined as: parent, stepparent, foster parent, spouse, domestic partner, mother-in-law, father-in-law, child, step-child, foster child, grandparent, grandchild, legal guardian, sister or brother.

Employees will receive up to three (3) days of paid time to attend the funeral of an immediate family member. Maximum paid time off will not exceed three (3) regular scheduled workdays; however employees shall be allowed more time off to travel out of state. Employees will receive pay equal to their regular pay (excluding overtime or other payments) for the days of their authorized absence. Any funeral leave in excess of three (3) days or leaves for persons not within the definition of immediate family members must be requested in writing. Such time off for non-immediate family may be granted on an unpaid basis.

Section 19.2. When an employee receives notification of the death of an immediate family member, it is the responsibility of the employee to notify management. Such notice should contain the relationship of the deceased to the employee, the date, and time of location of the funeral to be attended, and the date and time the employee expect to return to work. Employees may be required to complete a bereavement request form upon their return from leave and provide proof of death.

## **ARTICLE 20 - UNIFORMS**

The Employer shall provide and assign to each employee who is represented by the Union a quantity of five (5) uniforms to be worn while performing assigned duties. The uniforms shall remain the property of the Employer and will be replaced at no cost to the employee in the case

of normal wear and tear or damaged during the course of working duties. Employees will be responsible for laundering and maintaining Employer uniforms in their possession.

## **ARTICLE 21 - MILITARY SERVICE PROVISIONS**

Section 21.1. The Employer will provide employees with all rights and benefits to which they are entitled under the Uniformed Services Employment Reemployment Rights Act (USERRA) and applicable State law. Nothing in this Article is intended to restrict any rights an employee may have under USERRA or applicable State law.

The Employer shall compensate the employee the difference between the compensation he/she receives for attending such reserve camp or performing such duties or training and the wages that he/she would have received while performing his/her regular duties with the Employer.

Section 21.2. An employee who shall be called into active military service of the United States shall be carried on the payrolls of the Employer as an employee on military leave; shall continue to build seniority and Employer service during said military leave as provided by the USERRA.

## **ARTICLE 22 - JURY DUTY**

The Employer agrees to pay the difference between any Government allowance and a full day's pay at straight time hourly classification rates for each day an employee is required to serve and does serve on any jury, up to a maximum of twenty (20) days per year, provided the employee is scheduled to work on the day or days actually served on the jury. Verification by the court of jury service shall trigger the Employer's responsibilities under this Article.

## **ARTICLE 23 - HEALTH INSURANCE**

Section 23.1 Aramark will provide employees health and welfare benefits through an Aramark-selected provider for all regular employees as outlined below. A regular employee for the purpose of maintaining eligibility for health and welfare benefits only, is defined as an employee that works a minimum of thirty (30) hours each week (hours worked shall include paid vacation, sick time, holidays and bereavement and approved FMLA leave) on a calendar year basis average to be eligible for health and welfare benefits. Initial eligibility shall commence on the first (1<sup>st</sup>) day of the month following thirty (30) days of employment for all regular employees.

Section 23.2 Aramark will provide eligible employees the opportunity to enroll in Health and Welfare benefits provided through an Aramark sponsored carrier. The schedule of benefits will be equivalent to the current plans. The plan(s), plan design(s) and schedule(s) of benefits may be adjusted from time to time in line with changes in the health and welfare benefits package for all Aramark employees or as required by law. Other changes might include a change in the insurer, health maintenance organization, or other service provider that provides the benefits or establishes the network of participating providers. Any changes to premiums will be the same as those changes affect all other Aramark employees which will be effective with the start of the plan year, January 1<sup>st</sup> and shall not be subject to collective bargaining.

Section 23.3 Aramark will pay ninety percent (90%) of the cost of the IBC Silver Medical Plan for employee, spouse and eligible dependent coverage. Employees that elect coverage through an alternate carrier or an alternate plan design i.e. Bronze Plus, Silver, or Gold are responsible

for any additional premium. Any increases in costs for the plan will be assessed annually on January 1st.

Section 23.4 Short-term Disability - Aramark will provide eligible employees, the opportunity to enroll in Short-Term Disability (STD) benefits provided through an Aramark-selected provider. The employee must be full-time and work a minimum of thirty (30) hours per week. Benefits include replacement of sixty percent (60%) of weekly base salary up to a maximum of twenty-six (26) weeks which includes the waiting period. The plan has an elimination period of seven (7) calendar days before benefits will be paid. The employee may use accrued Sick Leave or Vacation time for the elimination period. The STD benefit is effective the first (1<sup>st</sup>) of the month following ninety (90) days of employment. The STD plan has a pre-existing provision which applies to new enrollees. While on an unpaid leave of absence the employee does not qualify for STD. Aramark shall contribute the full cost for this benefit for the term of this Agreement.

Section 23.5 Aramark will provide Basic Life and Accidental Death & Dismemberment coverage with a minimum of five thousand dollars (\$5,000.00) effective on the first (1<sup>st</sup>) day of eligible employment. The coverage will be one hundred percent (100%) paid by Aramark.

Section 23.6 An employee may deposit up to two thousand six hundred fifty dollars (\$2,650.00) of pretax dollars each plan year into a Health Care Flexible Spending Account (FSA) to pay for eligible, non-reimbursable health care expenses. The minimum amount that an employee may contribute under this account is fifty (\$50.00) per year. The amount elected is fixed for the calendar year unless an employee experiences a qualified life status change. An employee will have until March 31st of the following year to submit claims for reimbursement for expenses incurred during the prior calendar year. Any unused amounts are forfeited. An employee cannot be reimbursed for any expenses already covered and paid for by a medical, dental and/or vision plan. Any expenses reimbursed by a Health Care FSA cannot be included as a deduction or credit on income tax returns. The plan(s), plan design(s) may be adjusted from time to time by law or in line with changes to the benefits packages for all employees.

Section 23.7 Aramark will provide eligible employees the opportunity to enroll in Dental coverage provided through an Aramark-selected provider. The plan(s), plan design(s) and schedule(s) of benefits may be adjusted from time to time in line with changes in the Dental package for all Aramark employees or as required by law. Other changes may include a change in the insurer or other service provider that provides the benefits or establishes the network of participating providers. Any changes to premiums or eligibility will be effective with the start of the plan year, January 1st. Employees who choose to enroll in Dental coverage will be responsible for one hundred percent (100%) of the total premium cost.

Section 23.8 Aramark will provide eligible employees the opportunity to enroll in Vision coverage provided through an Aramark-selected provider. The plan(s), plan design(s) and schedule(s) of benefits may be adjusted from time to time in line with changes in the Vision package for all Aramark employees or as required by law. Other changes might include a change in the insurer or other service provider that provides the benefits or establishes the network of participating providers. Any changes to premiums or eligibility will be effective with the start of the plan year, January 1<sup>st</sup>. Employees who chooses to enroll in Vision coverage will be responsible for one hundred percent (100%) of the total premium cost.

**ARTICLE 24 - ARAMARK HOURLY 401(K)**

Section 24.1. The Employer will make the Aramark Hourly 401(k) Plan available to employees who are covered by this Contract, after they have one (1) year of service with Aramark and reached the age of twenty-one (21), on the following basis:

Section 24.2 Employer Contributions The Employer will make an annual contribution equal to fifty percent (50%) of the first six percent (6%) that participants contribute to the Plan. (For example, the Employer will contribute fifty cents (\$.50) for each one dollar (\$1.00) the employee contributes to the Plan, on contributions the employee makes up to the first six percent (6%) of his or her covered compensation.) Covered compensation is defined as earnings during a plan year, including overtime, paid time off for vacations and holidays, etc., but excluding Company contributions for benefits (i.e., group insurance, life insurance, etc.

Employer matching contributions are vested immediately.

Section 24.3 Employee Contributions

- a. Mandatory. In order to participate, the employee must contribute at least one percent (1%) of their pay in order to receive a contribution from the Company.
- b. Voluntary. Employees may elect to contribute additional money to the Plan via payroll deduction, in increments of one percent (1%) up to a maximum total contribution of twenty-five percent (25%) of their earnings.

Section 24.4. Vesting. Company contributions can be invested by participants in the same investment options available for the investment of participants' contributions. 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.

Employee's enrolling in the Aramark hourly 401(k) Plan understand they shall be a participant in accordance with the administrative regulations governing membership and participation in the plan.

**ARTICLE 25 - WAGES**

Section 25.1 Wage Increases will be paid retroactively back to November 1, 2023

<b>Classification</b>	<b>Current</b>	<b>11/1/23</b>	<b>11/1/24</b>	<b>11/1/25</b>	<b>11/1/26</b>
FSW	\$12.74	\$13.74	\$14.74	\$15.74	\$16.74
Cashier	\$12.74	\$13.74	\$14.74	\$15.74	\$16.74
Cook I	\$13.54	\$14.54	\$15.54	\$16.54	\$17.54
Cook II	\$15.83	\$16.83	\$17.83	\$18.83	\$19.83
Baker	\$15.79	\$16.79	\$17.79	\$18.79	\$19.79
Head Cashier	\$15.17	\$16.17	\$17.17	\$18.17	\$19.17
Vending Attn. Driver	\$15.09	\$16.09	\$17.09	\$18.09	\$19.09
Catering Attn	\$13.54	\$14.54	\$15.54	\$16.54	\$17.74

Barista	\$13.54	\$14.54	\$15.54	\$16.54	\$17.74
General Utility	\$12.74	\$13.74	\$14.74	\$15.74	\$16.74

<u>Annual Wage Increase</u>	<u>11/01/23</u>	<u>11/01/24</u>	<u>11/01/25</u>	<u>11/01/26</u>
	\$1.00	\$1.00	\$1.00	\$1.00

Employees shall continue to receive pay for benefits as determined by the Service Contract Act, which is in addition to the rate of pay. The SCA Health and Welfare rate of four dollars and fifty-seven cents (\$4.57) effective November 1, 2023, shall not be reduced during the contract; except for in the normal course of reduction should an employee elect benefits in accordance with the aforementioned. Nothing in this section will prohibit the Employer for paying an employee at a higher rate of pay, nor will any employees pay rate be reduced.

Section 25.2 Service Contract Act. The Employer shall remain compliant with the Service Contract Act.

Section 25.3 The Company will pay twenty-five cents (25¢) extra for all hours worked as a Baker.

Section 25.4 Panel trucks and vending truck drivers will receive an additional one dollar (\$1.00) per hour for all hours worked on the days they drive. Employees asked to drive a van or Company vehicle shall be paid an additional one dollar (\$1.00) per hour for the actual time in possession of the van or vehicle.

Section 25.5 When assigned to perform work in a classification that has a higher starting rate of pay (SCA or CBA), the employee shall be compensated for all hours actually worked in said classification scheduled that day an additional one dollar (1.00) per hour or the starting rate for the classification, whichever is higher.

Section 25.6 Classifications for positions in the bargaining unit include the following:

**Head Cashier:** Over-site of cashiers, outline job assignments, register accountability, inventory, deposits, training, and check out customers. Provided that the job also includes catering administrative assistant and collecting and reconciling cash drawers to and from satellite locations.

**Cashier:** Stocking, clean-up, check out costumers, account for register monies.

**Cook/Baker:** Prepare product for all lines, fill out log books, clean-up, assist costumers with orders, on an as needed basis prepare and bake cakes, breads, and general pastry items.

**Food Service Worker:** Assist costumers with orders, preparation of non-heated items including but not limited to sandwiches, salads, fruit trays, etc.

**Driver:** Prepare, deliver and accept payment for items on the delivery trucks. In addition duties include, clean, inventory and ensure that the delivery trucks are properly maintained.

**Location Attendant:** Shall include workers performing work at satellite facilities.

**Catering Service Worker:** Set up and replenish catering service in accordance with client request and banquet event orders, maintains cleanliness and appearance of food service

areas during event, break down and clean food service areas post event, returns food service equipment to storage area.

Section 25.7 Employees using their own car to report from an off-site LANL location to the main office at the request of management shall be compensated with four dollars (\$4.00) per trip.

Section 25.8

**Employee Meal:** Employees shall be provided with a free lunch and breakfast item, during their lunch period or morning rest period only. A lunch meal shall only include cooked items, sandwiches, salad, and fountain drinks. Breakfast items may consist of Breakfast Burritos, breakfast sandwich, or other breakfast items being prepared that day and a drink such as coffee. This free meal(s) shall never include any pre-packaged items such as chips, snacks, candy bars, etc. or any bottled/ canned drinks sold at each location. Employees will be provided with and always allowed access to bottled water. The employee must check out at a register when taking their free meal so that the company can properly track food cost associated with this benefit and to pay for any items selected that do not qualify as part of this free meal.

Section 25.9

**Shift Differential:** Any work performed between the hours of 5:00 pm and 11:00 pm will be paid \$1.00 per hour above the employee's current wage rate.

Section 25.10

**Lead Differential:** The company may designate a Lead for any classification listed above and will pay a lead differential of \$1.00 per hour above the employees pay rate.

Section 25.11

**Security Clearance:** Employees with a Security (L) clearance will be paid \$2.00 additional per hour above their current wage rate.

**ARTICLE 26 - NO REDUCTION**

No employee who, prior to the effective date of this Agreement who was receiving more favorable vacation time, holidays, or pay in excess of that provided herein, shall not have his or her pay or benefits reduced as a result of this Agreement. Notwithstanding the above, employees that voluntarily change classifications shall be paid at the rate of pay as identified in Article 25.

**ARTICLE 27- SEPARABILITY**

In the event that any portion of this Agreement is invalidated by the passage of legislation regarding a decision of a Court of competent jurisdiction, such invalidation shall apply to only the portion it invalidates, and all remaining portions of this agreement not invalidated shall remain in full force and effect. In the event any provision or provisions are declared to be in conflict with a law, both parties shall meet immediately for the purpose of renegotiating an Agreement on provisions so invalidated.

## **ARTICLE 28 - SICK LEAVE**

Section 28.1 Effective January 1, 2020, employees accrue sick pay at the rate of one (1) hour for every thirty (30) hours worked. Employees begin to accrue paid sick leave on the employee's first day of work.

Section 28.2 Paid sick leave may be utilized in increments of one (1) hour.

Section 28.3 Employees may accrue up to a maximum of fifty-six (56) hours of paid sick leave in a calendar year.

Section 28.4 Employees may use paid sick leave for the diagnosis, care or treatment of an existing health condition or preventive care for an employee or an employee's family member, or for an employee who is a victim of domestic violence, sexual assault, or stalking.

Section 28.5 Employees are required to provide seven (7) days of advance notice of their intention to use sick leave when the need for sick leave is foreseeable. When the need for sick leave is unforeseeable (cannot be planned in advance) you are required to provide notice as soon as practical, but no less than two (2) hours before the start of your scheduled shift.

Section 28.6 Sick leave is paid at the employee's usual hourly rate unless a different rate is required under the Law.

Section 28.7 Up to fifty-six (56) hours accrued paid sick leave may be carried over into the next year. Employees will stop accruing sick leave when their balance reaches fifty-six (56) hours. Accrual will resume when sick leave is used and the balance drops below fifty-six (56) hours.

Section 28.8 Employees are not to be paid for accrued sick leave upon termination of employment.

Section 28.9 Sick leave incentive: If the Company closes operations for any time between Christmas Day and New Year's Day (inclusive), the employee may use accrued sick leave during such closure, provided that the employee submits a time off request on first Monday of December.

Section 28.10 Employees will not be asked or required to provide medical documentation (i.e. Doctor's note), unless any of the following apply:

1. The employee has exhausted sick leave.
2. An employee uses three (3) more consecutive days of sick leave.
3. The employee is absent three (3) or more consecutive days (including days that sick pay is utilized).
4. When the absence is due to a work or non-work-related injury or illness that requires a doctor's release to return to work.
5. The day before or after the employee's scheduled vacation.

When the absence is due to the following symptoms or illnesses: vomiting (with or without fever), jaundice, sore throat with fever, or diarrhea (with or without fever), Shigella, sore throat with fever, Hepatitis A, Infected wound or boil (on hand, wrist or exposed body part), Enterohemorrhagic, or Shiga, toxin-producing E. coli, Salmonella, typhoid fever, Infectious

diarrhea or dysentery. If an employee is suffering from vomiting or diarrhea and the symptoms are from a non-infectious condition (e.g. Crohn's disease or an illness during pregnancy), medical documentation need not be provided.

## **ARTICLE 29 - SUCCESSORS AND ASSIGNEES**

THIS AGREEMENT shall be binding upon the successors and assigns of the parties hereto. In the event of bona-fide sale or transfer of Aramark's business covered by this Agreement during the period hereof, the successor or such transferee shall be notified of the obligation of this Agreement and be required to become a party hereto.

## **ARTICLE 30 – EMPLOYEE PAYCHECKS**

Section 30.1 Employees not paid correctly shall notify management, who upon verifying the discrepancy will notify payroll on the next business day and have the pay check sent by overnight mail, or if petty cash is available, make the employee whole through a cash pay out.

Section 30.2 All wages shall be paid by check, direct deposit, pay card or other available means that are provided by the Company, provided that employees who elect direct deposit or pay card also consent to receive an e-statement. Employees who desire a paper paycheck will continue to receive a paper paycheck.

Section 30.3 Employees will be provided access and a method to verify times worked including lunch periods, as well as all edits performed. This will include time worked yesterday, time worked in the current pay period, or time worked in the prior pay period.

In addition, employees will be provided with a paper wage statement with a complete listing of all hours paid, withholdings, and their rate of pay. Employees who elect to be paid by direct deposit, pay card or other means available provided by the Company, consent to receive an e-statement which will show all hours paid, withholdings, and their rate of pay. Employees will be provided a secure password, which they can change or edit. The Employer agrees to help employees who are unable or have trouble accessing the e-statement.

## **ARTICLE 31 – SAFETY AND HEALTH**

A Joint Safety and Health Committee (Committee) will be established. The Committee will be composed of a representative of the Union and up to two (2) members of the bargaining unit selected by the Union. The Committee will meet quarterly or more frequently by mutual agreement of the parties.



**ARTICLE 32 – DURATION**

THIS AGREEMENT shall become effective as of 12:01 a.m., November 1, 2023, and shall remain in effect until the same time on October 31, 2027

**IN WITNESS THEREOF**, the parties hereto have caused this contract to be executed on the date stated herein in the presence of the undersigned competent witnesses.

**UNITED FOOD & COMMERCIAL  
WORKERS, LOCAL 1564**

**ARAMARK SERVICES INC.  
Through its division Business Dining**

\_\_\_\_\_  
Date

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Date

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Date

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Date

**LETTER OF AGREEMENT**

**ARAMARK SERVICES INC.  
THROUGH ITS DIVISION, BUSINESS DINING  
AT  
LOS ALAMOS NATIONAL LABORATORY  
And  
United Food and Commercial Workers Union  
Local 1564 of New Mexico**

The Employer will recognize Native American customs that prohibit an employee(s) from leaving the Pueblo and reporting to work in accordance with Article 3, Non-Discrimination of this Agreement. The Employer may request documentation to verify such prohibition.

**UNITED FOOD & COMMERCIAL  
WORKERS, LOCAL 1564**

**ARAMARK SERVICES INC  
Through its division Business Dining**

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**LETTER OF AGREEMENT**

**ARAMARK SERVICES INC.  
THROUGH ITS DIVISION, BUSINESS DINING  
AT  
LOS ALAMOS NATIONAL LABORATORY  
And  
United Food and Commercial Workers Union  
Local 1564 of New Mexico**

The parties agree to meet and confer regarding Article 17, Vacations Section 17.6 should the Employer's bargaining unit workforce increase by twenty-five percent (25%) or more during the term of this Agreement.

NOTE: The parties agree that a bargaining obligation is not triggered by this Letter of Agreement.

**UNITED FOOD & COMMERCIAL  
WORKERS, LOCAL 1564**

**ARAMARK SERVICES INC  
Through its division Business Dining**

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