

AGREEMENT

BETWEEN

ARAMARK CORPORATION
Through its division, Business Services
CAFETERIA SERVICES AT
JOHN DEERE TRACTOR WORKS FACILITY
WATERLOO, IOWA
UNIT # 1441

AND

UNITED FOOD AND COMMERCIAL
WORKERS INTERNATIONAL UNION,
LOCAL NO. 431

EFFECTIVE: September 1, 2021
EXPIRING: August 31, 2025

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AGREEMENT

THIS AGREEMENT, entered into this 1st day of September, 2021, between **ARAMARK CORPORATION, through its division, Business Services**, a Delaware Corporation, doing business at the **John Deere, Tractor Works**, Waterloo, Iowa facility (hereinafter referred to as "Company") and **UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION, DISTRICT LOCAL 431** (hereinafter referred to as "Union").

ARTICLE I - DECLARATION OF PURPOSE

The purpose of this Agreement is to insure industrial peace by setting forth herein rates of pay, hours of work and conditions of employment to be observed between the parties hereto. The parties hereto recognize that only with mutual understanding, harmony, and cooperation among employees, and between employees and Company, and with uninterrupted operation, is it possible to conduct Company's business with the economy and efficiency indispensable to its existence and to the best interests of its employees, clients, and customers.

ARTICLE II - UNION RECOGNITION - SCOPE OF AGREEMENT

Section 1. The Company recognizes the Union as the sole collective bargaining agency for all full-time and regular part-time cafeteria employees, food production employees, and vendor employees of Aramark who are working at the **John Deere Tractor Works located at 3500 East Donald, Waterloo, Iowa**, but excluding office, clerical employees, professional employees, secretarial employees, managers, guards, and supervisors, as defined in the Act, as amended. This Agreement shall not be construed to extend to or affect in any way any other phase of the Company's business.

Section 2. The term "full-time employees" as used in this Labor Agreement, applies to those individuals who are regularly scheduled to work thirty (30) hours or more in their normal work week. The term "regular part-time employees" applies to those individuals regularly scheduled to work less than thirty (30) hours in their normal work week.

ARTICLE III - MANAGEMENT RIGHTS

The management of the operation and the direction of the employees, including the right to hire, suspend for cause, promote, demote, transfer, discharge for proper cause, and the right to lay-off employees because of lack of work, is vested exclusively in the Company, subject to the lay-off and recall provisions of the Agreement. The establishment or modification of operating standards, quantity and quality of production and workmanship, methods and schedules of operation, assignment of work, assignment of routes and any written description of work (copies to be furnished to the Union) to be accomplished on each job is reserved for the Company. In the event of change of equipment or decrease in the volume of work to be done, Company shall have the right to reduce hours of the working force if, in the sole judgment of the Company, such reduction of hours is required, and nothing in this Agreement shall be construed to limit or in any way restrict the right of the Company to adopt, install, or operate any new or improved equipment or methods

of operation. Nothing contained in this Agreement shall be intended or construed as a waiver of any of the usual inherent and fundamental rights of management, whether the same has been exercised heretofore or not; and these rights are hereby expressly reserved to the Company, except as abridged by the terms of this Agreement.

ARTICLE IV - UNION SECURITY

Section 1. New employees shall be on probation until completion of the first ninety (90) calendar days from the date of last hiring. During this probationary period, such employees shall be considered as being on trial subject to immediate dismissal at any time at the sole discretion of the Company. Discharge during the probationary period shall not be subject to the grievance and arbitration procedures. Upon completion of the first sixty (60) calendar days from hire date, such employees shall enjoy seniority status from the date of last hiring.

Section 2. In the event the law in the State of Iowa or the National Labor Relations Act is amended to permit the following clause to become effective, the parties hereto agree as follows: "All employees covered by this Agreement shall have the right to become or refrain from becoming members of the Union. Irrespective of membership in the Union, however, all employees shall, as a condition of continued employment, pay to the Union monthly a service charge to aid the Union in defraying its operating costs in connection with the administration of this Agreement and its legal obligations and responsibilities as the exclusive bargaining representative of all employees. The service charge for the first (1st) month shall be in an amount equal to the Union's regular and usual initiation fee and monthly dues. Each month thereafter, the service charge shall be an amount equal to the regular and usual monthly dues. Said payments shall begin thirty-one (31) days after date of employment on the first payday of the month following enactment of the law, whichever occurs later, and shall be payable on or before the first payday of each month thereafter. Other than payment of this amount, the employee shall be under no further financial obligations or requirements."

ARTICLE V - CHECK-OFF

Section 1. The Company agrees to check off uniform initiation fees and monthly dues, on the basis of individually signed, voluntary check-off authorizations; the authorizations shall comply with the laws of the State of Iowa, and the Labor Management Relations Act. The Company shall remit the said initiation fees and monthly dues to the Financial Secretary of the Union within ten (10) days after the first payday of the following month, or the employee's next pay period immediately thereafter. The Union agrees to indemnify and save harmless the Company from any liabilities arising out of the check-off provisions of the Article.

Section 2. The Company agrees to notify the Union of the hiring of any new employee in a job category included in Schedule A, giving the name and address and social security number of such employee, within thirty (30) days of the date of hire. The Company further agrees to notify the Union of the termination of any such employee.

ARTICLE VI - SENIORITY

Section 1. Seniority shall be defined as length of continuous service in accordance with and subject to the following conditions as herein provided in this Article.

Section 2. Upon completion of the probationary period, an employee will accrue Company seniority. Company seniority will be computed on the basis of the total time during which an employee is on the payroll of the Company, calculated from the date he was last hired by the Company.

Section 3. Company seniority shall be applied in the following situations only:

- (i) In the case of all job bidding; provided however, that the factors of knowledge, training, ability, skill, and efficiency are relatively equal;
- (ii) In the case of lay-off and recall in the following manner (except that the senior employee may take a layoff and receive unemployment benefits and the junior employee must accept the layoff):
 - (a) In reducing the number of employees in any classification (as set forth in Schedule "A"), the Company agrees that Company seniority shall prevail; except however, that senior employees must have the present qualifications and ability to perform the remaining work required in the classification (as set forth in Schedule "A"), then he will be permitted to displace a junior employee having the least Company seniority in any equally or lower rated classification; provided however, that the senior employee has the present qualifications and ability to perform the work required without any serious interruption in production or adverse effect on the efficiency of operations. Senior employees will not be allowed to bump into higher classifications except in the following cases:
 - (1) Employee formerly worked in said classification and the basic requirements of the job are the same as when they left.
 - (2) Was not removed or disqualified from the job.
 - (3) Had at least one (1) year of qualified experience in the classification.
- (iii) Employees may bid into higher classifications on the basis of seniority if, in the judgment of the manager, the employee possesses the necessary aptitude and abilities to learn the new job. During the first ten (10) days of this period the employee may elect to return to his old position. Successful bidders will be trained for a period of up to five (5) days at the start of the new job. At any time during this period that it becomes apparent to the manager that the employee is not progressing in the new position, the employee may be returned to the employee's old position. Only the initial vacancy and one (1) remitting vacancy shall be posted at any one time. Job vacancies shall be posted for a period of two (2) working days. The job postings will be posted for bid at a place or places within the operation so that all employees of the Company will be able to be notified of the posting. Qualified employees may bid into a lower classification on an open permanent vacancy.

- (iv) Employees will be allowed to bid within their own classifications only when vacancies occur which allow for additional hours or a change of shift.
- (v) Overtime and extra work is that which is assigned outside of normal schedule and will be equalized within each classification provided the available employee is immediately qualified to perform the over-time or extra work in question. The most senior employee whose turn it is to work will be asked and least senior employee must work. If the senior employee declines the work, it shall count as worked for purposes of equalization.
- (vi) Seniority will be determined by lot for employees hired on the same day.

Bidding on job vacancies will take place only with respect to permanent vacancies, namely those expected to last in excess of three (3) months. Temporary vacancies will be filled at the discretion of the manager.

Section 4. An employee's company seniority shall be broken so that no prior period or periods of employment shall be counted and his service shall automatically be terminated for the following reasons:

- (i) justifiable discharge;
- (ii) voluntary quit;
- (iii) absence for any three (3) consecutive working days, unless subsequently excused by the Company;
- (iv) absence caused by an illness or non-occupational accident which continues for more than one (1) year in any one year period. 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 applicable State or local law. Nothing in this Section is intended to restrict the Company's right to extend a leave of absence taken by an employee due to his or her own medical condition if such an extension is required by law;
- (v) accident caused by an occupational accident which continues for more than a one (1) year period.
- (vi) failure to report to work upon recall within seventy-two (72) hours following the postmark of the written notice sent by certified mail to the employee's last known address on the Company's records.

Section 5. Nothing in this Agreement is intended to restrict any rights an employee may have under the FMLA, ADA, or similar applicable State or local law.

ARTICLE VII - LEAVES OF ABSENCE

Section 1. Personal leaves of absence, without pay, may be granted by the Company at the Company's discretion for bona fide reasons for a period of not more than thirty (30) days.

Extensions of such leaves of absence not exceeding an additional thirty (30) days may be granted by mutual agreement between employee and Manager. Such leaves shall not be arbitrarily withheld.

Section 2. Leaves of absence shall be requested and given in writing.

Section 3. A copy of all leaves of absence shall be given to the employee, Company, and the Union.

Section 4. Requests for leaves of absence will be made to the manager. A leave of absence shall not be granted for the purpose of taking another job.

Section 5. Maternity leave will be treated in accordance with applicable State or Federal law.

Section 6. Notwithstanding the above, employees shall be granted such rights and privileges they are entitled to under the Family and Medical Leave Act (F.M.L.A.) of 1993, or similar applicable State or local law.

ARTICLE VIII - UNION LEAVE

The Company agrees to grant the necessary time off without pay to any employee designated by the Union to attend a labor convention or to serve in any capacity of an elected Union office or other official Union business. Such leave shall not exceed thirty (30) days per year.

ARTICLE IX - WAGES AND HOURS

Section 1. Wage rates shall be as set forth in Schedule "A", which is attached hereto and by this reference made a part hereof.

Section 2. The normal work week for Cafeteria & Vending employees shall be eight (8) hours per day forty (40) hours per week. The workweek shall commence with and reflect the pay cycle of the Company. The Company will provide the Union with thirty (30) days' notice in the event of changes to the workweek. In all cases employees will be paid for all time worked and such employees may be required to work in excess of the regular work day of eight (8) hours or regular work week of forty (40) hours and in that event shall be paid overtime for hours worked in excess of forty (40) hours per week but not in excess of eight (8) per day at the rate of time and one-half (1-1/2) their regular rate of pay. Time and one-half (1-1/2) shall be paid for all hours worked on a holiday in addition to holiday pay. Time and one-half (1-1/2) shall be paid for all work performed on Saturday and double time (2x) for all work performed on Sunday.

Section 3. This Article shall not be construed to contain any guarantee of hours of work per day or per week or of days of work per week. There shall be no duplication or pyramiding in the computation of overtime, and nothing in this Agreement shall be construed to require the payment of overtime more than once for the same hours worked.

Section 4. Regular full-time employees who report for work at their normal starting hour, except where the employee has received notice prior to their normal time of leaving home or a

minimum of one (1) hour before reporting time, have not been notified, shall be paid at their established rate for all work between the hour they report for work and the hour they are dismissed for the day, but in no event for less than four (4) hours. With respect to part-time employees, the pay for reporting time shall be for a minimum of two (2) hours. The above provision shall, however, not be applicable in case of power failure, fire, unauthorized strike or any cause over which the Company has no control.

Section 5. If an employee is requested to work and does work in a higher-rated job for three (3) or more hours in a work day, such employee shall be paid for the entire shift at the higher rate of pay. If the employee is transferred to lower rated work, when work is available in their higher paid classification, they will be paid at their regular rate of pay.

Section 6. There shall be split shifts if mutually agreed between employee affected and Manager.

Section 7. Employees will be paid at least every two (2) weeks. To the extent permitted by laws, all wages shall be paid by, direct deposit or pay card provided by the Company. Employees also consent to receive an e-statement.

Section 8. An employee who is injured on the job and is unable to perform work for the remainder of the day shall be paid for that day not to exceed normal scheduled hours.

Section 9. Employees shall receive the mileage reimbursement rate applicable to Aramark Corporation, through its division, Business Services, Cafeteria Services at John Deere Tractor Works Facility, Waterloo, Iowa, when using their personal car for business purposes.

ARTICLE X - MEAL PERIOD

Section 1. All employees covered by this Agreement shall be granted an unpaid meal period of not less than one-half (1/2) hour and shall not be requested to work during this period except in case of extreme emergencies.

Section 2. All employees who work through a meal period shall receive one (1) free meal per regular shift at no cost to the employee. Free coffee and cold drinks will be furnished at designated break periods only.

Section 3. Employees assigned to shifts of four (4) hours or longer shall be given a paid fifteen (15) minute rest period, provided their regular thirty (30) minute meal period does not come within this same four (4) hours.

ARTICLE XI - DISCHARGE & DISCIPLINE

Section 1. It is agreed that nothing herein shall in any way prohibit the Company from discharging or otherwise disciplining any employee regardless of his seniority, for reasonable cause. Grounds for summary discharge shall include, but not be limited to any use of a vehicle not on Company business, drunkenness or drinking or carrying intoxicating beverages on the job, use or possession of controlled substances, dishonesty, proven careless use or abuse of machinery or

equipment, refusal to follow orders, conduct which tends to undermine the authority of supervision, gross negligence in the performance of duties, or any action by an employee that might cause the Company to lose an account or that creates poor public relations.

Section 2. In the event that a discharged employee feels that he has been unjustly dealt with, said employee shall have the right to file a complaint which must be in writing with the Company within three (3) working days (including the day of the discharge and excluding Saturdays and Sundays and Holidays) from the time of discharge. Said complaint shall be treated as a grievance and handled in accordance with ARTICLE XII - GRIEVANCES.

Section 3. If no complaint is filed within the time herein specified, then the complaint shall be settled in favor of the Company and shall be final, conclusive and binding upon the employee affected, the Company, and the Union, and shall not be subject to review under and in accordance with ARTICLE XII - GRIEVANCES.

Section 4. The Company may establish reasonable rules in connection with the operation of the business and the maintenance of discipline provided that such rules are not inconsistent with the provisions of this Agreement.

Section 5. The Union will receive a copy of all written disciplinary warnings.

Section 6. No employee shall be discharged or disciplined without good and sufficient reason.

Section 7. Any discharge or disciplinary action shall be given to the employee within twenty-four (24) hours of knowledge of the offense.

ARTICLE XII - GRIEVANCES

All grievances (alleged disputes or differences regarding the interpretation, intent, or meaning of this Agreement) shall first be discussed between the aggrieved employee, the union steward, and the immediate supervisor of the department involved within two (2) working days of the time the aggrieved employee has knowledge of the occurrence (excluding Saturdays, Sundays, and Holidays) after the date of the occurrence of such alleged grievances.

All grievances which are not settled satisfactorily in this manner within two (2) working days (excluding Saturdays, Sundays and Holidays) after the above discussion shall then be put in writing by the aggrieved employee, within the next two (2) working days (excluding Saturdays, Sundays and Holidays) and shall be processed as follows:

Step 1 Within three (3) working days (excluding Saturdays, Sundays, and Holidays) after the Company has received the written grievance, it shall be considered at a meeting between the aggrieved employee, an appropriate member of the Union and a designated representative of the Company. If the matter is not settled satisfactorily at this meeting, then within three (3) working days (excluding Saturdays, Sundays and Holidays).

Step 2 The written grievance shall be considered at a meeting between representatives of the Union and representatives of the Company. One (1) or more members of the Grievance Committee may be present at this meeting and the aggrieved employee or

employees may be present. The Company will give a written response to the grievance within two (2) working days of this meeting. If Agreement is not reached, either party shall have the right to demand arbitration in accordance with Article XIII.

Since time is of the essence, if any of the steps provided for in this Article are not taken by the aggrieved party within the time limits herein provided, the grievance shall then be deemed settled on the basis of the last answer given by the Company and will not be subject to appeal. The above time limits, however, may be extended by mutual agreement. The grievance meeting provided for shall normally be scheduled after working hours. However, if the Company and the Union mutually agree to schedule such a meeting during working hours, the Company will maintain the employee's straight-time hourly earnings which he would have earned but for such meeting. In no event shall the Company be obligated to pay for an employee's time spent in grievance other than for time lost from his normal shift.

ARTICLE XIII - ARBITRATION

Should any grievance, controversy, or dispute remain unsettled after exhausting the aforementioned procedure, either party hereto, and only either party, shall if the party desires, demand arbitration within five (5) days after failing to settle the grievance as outlined in paragraph 2 of Step 2. The Arbitrator shall be appointed by mutual consent of the parties. If in the event the parties are unable to agree upon an Arbitrator within seven (7) days after arbitration is invoked, they shall jointly petition the United States Federal Mediation and Conciliation Department and request a panel of five (5) Arbitrators from within a radius of two hundred fifty (250) miles and the parties shall select a single Arbitrator from such panel. The Arbitrators on the list shall be members of the National Academy of Arbitrators.

The Arbitrator shall have no power to add to, subtract from, modify, or alter the terms of this Agreement. The decision of the Arbitrator shall be submitted in writing and shall be final and binding upon the parties.

In the case of discharge, the Arbitrator shall have the power to sustain the discharge or to order reinstatement of the employee, with or without pay for days lost, and providing the amount earned by the employee since the date of discharge is deducted from any pay award.

Multiple issues shall not be arbitrated by the same Arbitrator unless mutually agreed upon. The jurisdiction and authority of the Arbitrator of the grievance and his opinion and award shall be confined exclusively to the interpretation of the explicit provision or provisions of the Agreement at issue between the Union and the Company. The Arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement or impose on any party hereto a limitation or obligation not explicitly provided for in this Agreement. Expenses of the Arbitrator shall be shared equally between the Company and the Union.

ARTICLE XIV - JOB STEWARDS

Section 1. The Company recognizes the right of the Union to designate Job Stewards and Alternates from the Company's seniority list. The Company will deal with only one (1) active Steward during each shift at any one time, unless otherwise mutually agreed.

Section 2. The authority of the Job Stewards and Alternates so designated by the Union shall be limited to and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances to the designated Company representative in accordance with the provisions of the collective bargaining Agreement.
2. The transmission of such messages and information which shall originate with, and are authorized by the local Union, or its officers provided such messages and information:
 - (a) have been reduced to writing, or
 - (b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, other interference with the Company's business.

Section 3. Job stewards and alternates have no authority to take strike action or any other action interrupting the Company's business during the term of this Agreement. The Company recognizes these limitations upon the authority of job stewards and their alternates and shall not hold the Union liable for any unauthorized acts. The Company in so recognizing such limitations shall have the authority to impose proper discipline including discharge, in the event the job steward has taken strike action, slowdown, or work stoppage in violation of this Agreement.

Section 4. Stewards shall not be permitted to conduct Union business on or off the property of the Company on working time. However, the Company agrees to excuse reasonable discussion in allowing one (1) steward appointed for each shift to handle grievances during the normal work day provided the orderly and efficient operation of the Company are not impaired.

Section 5. The Union Business Agent may participate at any Step of the grievance procedure.

Section 6. If the Business Agent participates in the grievance, the Company may have more than one (1) representative.

ARTICLE XV - NO STRIKE, NO LOCKOUT

Section 1. It is agreed that during the term of this Agreement neither the Union, its officers or members, shall instigate, call, sanction, condone, or participate in any strike, sit-down, stay-in, walkout, slow-down, stoppage or curtailment of work, and provided further that there shall be no lockout of employees of the Company.

Section 2. In the event that any of the employees violates the provisions of the above paragraph, the Union shall immediately and publicly disavow such action and order to the Company, and use every means at its disposal to prevent the conduct and continuance of such action.

Section 3. Any employee or employees found guilty of instigating, fomenting, actively supporting, or condoning such actions shall be subject to immediate discharge and loss of seniority.

Section 4. In the event of a strike or a work stoppage by employees of another bargaining unit at the John Deere Tractor Works facility, the employees of this unit will be required to continue working, but will not perform any work which would otherwise be the work of the bargaining unit engaged in a strike or work stoppage. However, employees will not be required to cross a picket line at the John Deere Tractor Works Facility, if the circumstances are such that to cross the picket line might endanger the employees.

ARTICLE XVI - WORK ASSIGNMENTS

Section 1. Supervisory employees shall not perform the work which is normally recognized as the work of employees included in the bargaining unit as set forth in ARTICLE II - UNION RECOGNITION - SCOPE OF AGREEMENT; except however, for instruction or training of employees, emergency situations, installations of new equipment or operations, employee absences, or special events or functions.

Section 2. Management trainees will be allowed to perform work which is normally recognized as the work of employees included in the bargaining unit, provided that such work performed by the management trainees will not result in a reduction of paid hours for bargaining unit employees.

Section 3. When an employee is absent from work, the supervisor will call for a replacement (if available) as soon as the supervisor is aware of the absence.

ARTICLE XVII - HOLIDAYS

Section 1. All employees, although not required to work, shall nevertheless receive wages based upon his average straight-time hourly rate of pay for his regular work day's normally scheduled work hours for each holiday recognized as such by John Deere during which the plant is closed. The Company will not recognize any individual holidays that John Deere might provide for its employees such as personal days, birthday holidays, individual floating holidays, etc., or any shutdown periods.

The employee will be eligible for such holiday provided, that he shall have served his probationary period and performed work in the week in which the holiday falls; and provided further he is on the job and available for work the last full scheduled work day before and the first full scheduled work day after the holiday. Unless his absence is previously authorized or subsequently approved in writing by the Company, such as excused absence substantiated by medical evidence; and provided further, that if an employee fails to report for work on any of the holidays mentioned when requested to do so by the Company, then he shall not be paid for such holiday. Holiday pay will be based on the average straight-time hourly rate of pay and on the average scheduled number of hours worked per day during the week in which the holiday falls.

Section 2. In the event an employee is required to work on a holiday as defined in Section 1, the employee shall be paid one and one-half (1-1/2) times his average straight-time hourly rate of pay for all hours worked on the holiday in addition to his holiday pay.

Section 3. In the event a holiday falls during an employee's vacation period, such employee will receive another day to observe the holiday or receive an extra day's pay in lieu thereof.

Section 4. Holidays will be considered hours worked for the purpose of computing overtime for the week in which they occur.

ARTICLE XVIII - VACATIONS

Section 1. Each employee in the employ of the Company shall receive vacation with pay based on the following schedule; provided however, that the vacation pay schedule shall be pro-rated on the basis of the number of weeks actually worked in the twelve (12) month period preceding the anniversary of the employee's hire date.

<u>Years of Continuous Seniority</u>	<u>Weeks of Paid Vacation</u>
1	1
2	2
8	3
17	4

Section 2. Vacations shall be with pay at the employee's straight-time hourly rate, based on the number of straight-time hours that the employee is normally scheduled to work. Employees will receive vacation pay at the beginning of the vacation period. In determining the vacation period for an employee, the Company will respect seniority of the employee as to the time of taking the vacation insofar as the needs of his service will permit. Should the plant, however, be closed for a period of inventory shutdown, employees will use such period for their vacation. Senior employees who are immediately qualified in the judgment of the Manager will be given preference for any work performed during the inventory shutdown. When the vacation period is authorized and scheduled, the time for taking such vacation shall not be changed unless the change is mutually agreed upon between the employee and the Company.

Section 3. The scheduling of vacations will take place in April.

Section 4. Notwithstanding Section 1, employees will receive vacation time off, except that those employees having worked in less than thirty-eight (38) weeks during their anniversary year shall have their time off allotment pro-rated as in Section 1, above.

ARTICLE XIX - HEALTH AND WELFARE

Section 1. **Eligibility:** All regular full-time employees are eligible for health and welfare benefits. In order to be considered a regular full-time employee for purposes of health and welfare benefits only, employees must be regularly scheduled to work a minimum of thirty (30) hours each week for at least forty (40) weeks each year.

Section 2. **Benefits Effective Date:** Benefits for eligible employees will be effective first (1st) of the month following sixty (60) days of continuous employment.

Section 3. **Medical Insurance:** Aramark will provide eligible employees the opportunity to enroll in Medical Benefits provided through an Aramark sponsored 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 Medical 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 or eligibility will be effective with the start of the plan year, January 1st. Employee contributions for benefits will be at the standard Aramark rates and are subject to change from time to time in accordance with changes made for all Aramark employees or as required by law.

Section 4. **Basic Life and Basic Accidental Death & Dismemberment (AD&D):** Aramark will provide Basic Life and Accidental Death & Dismemberment coverage with a minimum of five thousand dollars (\$5,000.00) effective on the first (1st) day of eligible employment. The coverage will be one hundred percent (100%) paid by Aramark.

Section 5. **Health Care Flexible Spending Account (FSA):** Aramark will provide eligible employees the opportunity to participate in the Aramark Health Care Flexible Spending Account (FSA). The plan(s) and plan design(s) may be adjusted from time to time by law or in line with changes to the benefits packages for all Aramark employees, or as required by law.

Section 6. **Dental Insurance:** 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.

Section 7. **Vision Care:** 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 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.

Section 8. **Coverage While on an Approved Leave of Absence:** Coverage may be continued during a leave of absence, including a family medical disability, worker's compensation, personal leave or a call to active military duty, as required by USERRA. Employee contributions, if any, must be continued in the same manner as when the employee was actively at work. Coverage will be cancelled if employee contributions are not paid. Depending on the nature of the leave, benefits may be continued for up to six (6) months. Benefits may be continued for a longer period of time due to State and/or Federal requirements.

Section 9. The hospitalization coverage herein provided shall be reduced when and to the extent that it is duplicated or supplemented in whole or in part by Federal or State Statute requiring such benefits or by any Company-paid hospitalization plan under which an employee may be listed as a spouse or dependent.

Section 10. Employees may elect to cover their dependents under the above listed Medical Insurance at the expense of the employee.

ARTICLE XX - ARAMARK HOURLY 401(K) PLAN

Coverage:

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

Eligibility:

Employees become eligible following completion of one (1) year of service and attainment of age twenty-one (21).

Recognition of Service, if applicable:

All service with any Aramark Company will be recognized.

Note on Employee Contributions and Eligible Earnings:

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

Eligible Earnings:

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

Company Contributions:

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

- One hundred percent (100%) of the first six percent (6%) employees contribute.

Company contributions are allocated to participant accounts each pay period.

ARTICLE XXI – ARAMARK EMPLOYEE STOCK PURCHASE PLAN (ESPP)

Section 1. The Company shall offer eligible employees the ability to enroll in the Employee Stock Purchase Plan (ESPP), the terms of which, including eligibility, will be determined solely and exclusively by the Company. Nothing contained in any agreement between the Company and the Union shall supersede the actual terms of the ESPP, and the Company reserves the right in its sole and exclusive discretion to alter, modify, terminate, freeze or change the ESPP from time to time.

Section 2. The ESPP will not be the subject of negotiations nor be the subject of any grievance or arbitration between the parties.

ARTICLE XXII - FUNERAL LEAVE

When an employee is absent from work for the purpose of arranging for or attending the funeral of a member of his immediate family, as defined below, the Company shall pay the regular hours at the regular rate of pay for each day of such absence up to a maximum of three (3) days provided:

- (1) The employee notifies the office of the purpose of his absence as soon as possible.
- (2) The day of absence is one of the days commencing with the day of such death or the day immediately following the day of such death.
- (3) The day of absence is a day on which the employee would have worked but for the absence.
- (4) The day of absence is not later than the day of such funeral except as otherwise agreed to by the Manager.
- (5) The employee, when requested, furnishes proof satisfactory to the Company of the death, his relationship to the deceased, the date of the funeral, and the employee's actual attendance at the funeral.

For the purposes of this paragraph, a member of the immediate family means the employees' spouse, child, step-child, mother, father, sister, brother, son-in-law, daughter-in-law, grandchildren or legally adopted child living at home in a parent-child relationship, grandparent, current mother and/or father-in-law.

Employees shall be entitled to one (1) day off with pay to attend the funeral of a brother-in-law, sister-in-law, aunt or uncle.

ARTICLE XXIII - JURY DUTY

Employees who are required to report for petit jury duty service shall be paid for time lost from their normal scheduled hours as a result of such jury duty at the employee's straight-time hourly rate of pay. Employees will remit to the Company any pay received from any source as a result of such jury service. Employees called for jury service shall notify the Company immediately upon receipt of notice, and if excused from jury service on any day will report to work and complete their normal scheduled hours, unless less than four (4) hours remain in the employees scheduled work day.

ARTICLE XXIV - ATTENDANCE BONUS

Employees will receive one (1) day for each three (3) months of perfect attendance, with a maximum of four (4) days per year. Said days will be paid based on the number of straight-time hours that the employee is normally scheduled to work. The employee will have the option of being paid for the day or taking the day off. Holidays, vacations, jury duty or funeral leave shall not be considered days of absence for purposes of Attendance Bonus calculations.

If an employee has completed their work and has a verifiable excuse for leaving early, such early quit will not count against perfect attendance.

ARTICLE XXV - DISABILITY COVERAGE

The Company will provide an income disability plan for each employee who has completed six (6) months of service. This plan will provide an individual with a maximum of thirteen (13) weeks of disability income per year as follows:

Full-time employees - \$100.00 per week

Part-time employees - \$75.00 per week

This coverage is provided in the case of non-occupational injury or sickness, and must be certified to in writing by a bona fide medical doctor. Disability pay will commence on the first (1st) day of disability in the case of an accident and on the eighth (8th) day of disability in the case of sickness or illness. The Company will continue to pay disability through the week when a holiday falls during said week. Employee will not be eligible for Holiday Pay.

ARTICLE XXVI - UNIFORMS

The Company will provide each employee with three (3) complete uniforms, such uniforms to be replaced as needed. If such uniforms provided by the Company are wash-and-wear uniforms, the uniforms will be washed and maintained by the employees. Beginning May 2003 the Company will provide for work shoes and replacement after every twelve months.

ARTICLE XXVII - PLANT SAFETY

A Company-Union Safety Committee shall be established consisting of two (2) members, one (1) to be selected by the Company and one (1) by the Union. This committee will meet once quarterly at a mutually agreeable time to study and make safety recommendations regarding the Company's property and operations.

ARTICLE XXVIII - BULLETIN BOARDS

Space shall be provided for bulletin boards for the posting of official notices, meeting notices, elections, names of representatives and officers of the Union and the general matters concerning the business of the Union.

The Business Agent and/or the International Representatives of the Union may confer with employees with regard to Union matters on Company premises provided that such shall be at reasonable times and shall not interfere with the employee's work. Representative to inform management when he arrives.

The Business Agent of the Union, upon written request, shall have access to review the Company time records on location to assure compliance with the Labor Agreement.

ARTICLE XXIX - NON-DISCRIMINATION

The Company and the Union agree that they will not discriminate against any employee or applicant because of race, sex, color, creed, national origin, age, disability, sexual orientation, gender identity, religion, genetic information, or any other status or classification protected by applicable law, and/or because employees choose to exercise their rights as Union members. The parties to this Agreement will make every effort to be consistent in the treatment of employees so as to avoid discrimination, except where sex is a bona fide occupational qualification necessary to the operation of the business. The use of the male or female gender of nouns or pronouns in this Agreement is not intended to describe any specific employee or group of employees but is intended to refer to all employees in job classifications regardless of sex.

ARTICLE XXX - SEPARABILITY AND SAVINGS CLAUSE

If any provisions of this Agreement should be held to be invalid by operation of law or by an tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained pending a final determination as to its validity, the remainder of this Agreement, or the application of the provisions to persons or circumstances other than those to which it has been held invalid or as to which compliance with or enforcement of has been restrained shall not be affected thereby.

In the event that any provision is held invalid or enforcement or compliance with which is restrained as set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either party, for the purposes of arriving at a mutually satisfactory replacement for the provisions during the period of invalidity or restrain.

ARTICLE XXXI - WORK RULES

Section 1. The Union recognizes the necessity for the Company to have, adopt, and from time to time, modify reasonable work rules. Except in cases of emergency, changes in work rules shall be effective only upon furnishing a copy thereof to the Union at least one (1) week prior to their effective date and posting.

Section 2. Breaking of Company rules and procedures will result in the following disciplinary action:

1. First offense Verbal warning
2. Second offense Written reprimand
3. Third offense Three (3) day suspension
4. Fourth offense Discharge

Reprimands will be removed from an employee's file after one (1) year from date of issuance if no further violations have occurred during that year. When an employee is being reprimanded the Union Steward may be present if requested by either party.

ARTICLE XXXII - ILLNESS

Serious illness will be defined as an illness that is for three (3) days or more and is accompanied by a doctor's report showing that the employee was under the doctor's care and too ill to work will be considered sufficient evidence of serious illness.

ARTICLE XXXIII - DURATION

The Agreement shall become effective as of September 1, 2021 and shall continue in effect up to and including August 31, 2025 and from year to year thereafter, unless and until either of the parties hereto shall give to the other written notice at least sixty (60) days prior to the expiration date on August 31, 2025 or the expiration date in any year thereafter, or its intention to have same changed or terminated.

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

UFCW Union Local #431
1401 W. 3rd St.
Davenport, IA 52802

accompanied by
the union will be

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

Aramark Corporation
Attention: Labor Relations Dept.
420 Eureka Road, #465
Wyandotte, MI 48192

filed up to
either of the
the expiration
to have same

accompanied by
the union will be

**ARAMARK CORPORATION
THROUGH ITS DIVISION,
BUSINESS SERVICES**

**UNITED FOOD AND COMMERCIAL
WORKERS INTERNATIONAL UNION
DISTRICT LOCAL NO. 431**

Angie M. Cornick 9-14-21
Date

[Signature] 9/14/2021
Date

James E. Wimpnied 9-14-21
Date

Date

Date

Date

TOTAL
\$0.00

Date

Date

Date

Date

Date

Date

Date

Date

Date

SCHEDULE "A" - WAGES

Effective September 1, 2021, the Company will grant an across-the-board wage increase of eighty cents (\$0.80) per hour, of which fifty cents (\$0.50) shall be considered an equity increase.

Effective September 1, 2022, the Company will grant an across-the-board wage increase of thirty cents (\$0.30) per hour.

Effective September 1, 2023, the Company will grant an across-the-board wage increase of thirty cents (\$0.30) per hour.

Effective September 1, 2024, the Company will grant an across-the-board wage increase of thirty cents (\$0.30) per hour.

<u>Classification</u>	<u>Effective 9/1/21</u>	<u>Effective 9/1/22</u>	<u>Effective 9/1/23</u>	<u>Effective 9/1/24</u>
Cook	\$15.70	\$16.00	\$16.30	\$16.60
Vending Attendant	\$15.50	\$15.80	\$16.10	\$16.40
Cashier	\$15.30	\$15.60	\$15.90	\$16.20
Food Prep and Production	\$15.10	\$15.40	\$15.70	\$16.00
General Service	\$15.00	\$15.30	\$15.60	\$15.90

Second shift employees shall receive a premium of ten cents (\$.10) per hour.

Third shift employees shall receive a premium of twenty cents (\$.20) per hour.

LETTER OF AGREEMENT

Between

ARAMARK CORPORATION,
Through its division, Business Services
d/b/a
JOHN DEERE TRACTOR WORKS
3500 East Donald, Waterloo, Iowa

And

**UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION
DISTRICT LOCAL NO. 431**

The above parties agree as follows:

"Aramark may, for reasons of economy, quality, or client preference determine to purchase products from sources outside of the bargaining unit. Such practice will not be considered a violation of the Labor Agreement."

**ARAMARK CORPORATION
THROUGH ITS DIVISION,
BUSINESS SERVICES**

**UNITED FOOD AND COMMERCIAL
WORKERS INTERNATIONAL UNION
DISTRICT LOCAL NO. 431**

Angie McCormick 9-14-21
Date

[Signature] 9/14/2021
Date

James W. Wingfield 9-14-21
Date

Date

Date

Date

to purchase
considered a

to purchase
considered a

9/14/2021
Date