

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**ARAMARK MANAGEMENT SERVICES, LLC  
AT MANHATTAN COLLEGE**

**AND**

**LOCAL 153, OFFICE AND PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION, AFL-CIO**

**JULY 1, 2019 THROUGH JUNE 30, 2025**

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AGREEMENT made and entered into this 1<sup>st</sup> day of March 2021 by and between LOCAL 153 OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, AFL-CIO (hereinafter referred to as the Union) and ARAMARK MANAGEMENT SERVICES, LLC (hereinafter referred to as Aramark).

**WHEREAS**, Aramark recognizes the Union as the sole collective bargaining representative for the employees covered by the Agreement as hereinafter provided; and

**WHEREAS**, it is the intent and purpose of the parties hereto that this Agreement promote and improve the mutual interest of Aramark and its employees; and avoid interruptions and interference's with services rendered by Aramark; and to set forth herein their Agreement covering rates of pay, hours of work, and conditions of employment.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

### **ARTICLE I- RECOGNITION**

**Section 1.** Aramark recognizes the Union as the sole collective bargaining representative for all full time and regular part time service and maintenance employees employed at Manhattan College, Riverdale, New York excluding all other employees, confidential employees, clerical employees and guards, professional employees, the following employees- 1) Assistant Head Grounds person; 2) Head Carpenter; 3) Head Plumber; 4) Head Electrician; 5) General Maintenance Locksmith; 6) Supervisors of Housekeeping, and all other supervisors as defined in the Act. Regular part time employees are defined as those whose normal workweek is twenty (20) hours or more per week on a regular basis. Also excluded from the bargaining unit are students and temporary employees hired to replace a bargaining unit employee on leave of absence for up to one (1) year and temporary employees hired to relieve peak loads (such as renovation) for up to six (6) months

**Section 2.** It is understood that this recognition includes any new positions created by Aramark in the work groups of building and grounds, maintenance, and housekeeping.

### **ARTICLE II- UNION SECURITY, CHECK OFF**

**Section 1.** All employees covered by this Agreement shall, as a condition of employment, thirty-one (31) days from the execution of this Agreement, become and remain members of the Union in good standing.

**Section 2.** All new employees hired subsequent to the effective date of this Agreement shall, as a condition of employment, thirty-one (31) days from the date of employment, become and remain members of the Union in good standing.

**Section 3.** Aramark agrees to deduct bi-weekly dues and initiation fees from the wages of employees who become Union members and remit such dues and initiation fees to the Union, providing each member signs and submits to Aramark a written authorization of such deduction

on the form agreed to by the Union and Aramark. Once each year on the anniversary date of this Agreement, Aramark will provide the Union with a list showing, name, address, sex, date of birth, social security number, date of hire, job classification, and rate of pay, of each employee covered by this Agreement. As changes occur in the status of employees (hiring, promotion, termination, change of address, and leaves of absence) Aramark will notify the Union in writing within thirty (30) days of such changes.

Aramark further agrees to provide written notification to the Local 153 Business Representative of the resignation or retirement of any employee within one week of being notified of an employee's intention to resign or retire. Such notice will include name, address, date of hire, job title, classification, wage rate, and the date the employee intends to leave and terminate employment with the employer.

**Section 4.** Aramark will deduct unpaid Union dues and initiation fees from the final pay check of any eligible employee member.

**Section 5.** Any change in the rate of dues and/or initiation fees will be put into effect in the deductions made by Aramark in the first week of the month following receipt by Aramark of at least thirty (30) days written notice of the change from the Union.

**Section 6.** Upon reasonable notice to Aramark, the Business Representative of the Union shall have access to the college during working hours for the purpose of investigating grievances or settling disputes, provided there shall be no interference with the normal working operation of Aramark. The Union Business Representative shall notify the facilities manager when he/she visits the campus.

### **ARTICLE III-BULLETIN BOARDS**

A closed bulletin board will be made available to the Union for the purpose of posting Union notices relating to meetings, dues, entertainment, health and safety, and general Union activities. All Union notices shall be submitted to the Aramark HR representative or their designee before posting.

### **ARTICLE IV-NON-DISCRIMINATION**

**Section 1.** Both Aramark and the Union agree that they will not discriminate against any employee because of membership in the Union or participation in pro or anti-union activity.

**Section 2.** Both Aramark and the Union agree in the application of the terms of this Agreement that there shall be no unlawful discrimination in the treatment of all employees and applicants for employment because of race, creed, color, gender, age, national origin, marital status, personal orientation, disability or citizenship status in all employment decisions, including but not limited to recruitment, hiring, compensation, training and apprenticeships, promotion, upgrading, demotion, downgrading, transfer, lay-off and termination, and all other terms and conditions of employment.

## **ARTICLE V- PROBATION**

**Section 1.** Newly hired employees shall receive a probationary period of three (3) months worked during which time Aramark shall be the sole judge of suitability for continued employment. Such newly hired employees shall not accrue seniority until the successful completion of the probationary period at which time seniority shall be reckoned from the date of hire. Discharge during the probationary period shall not be subject to the grievance and arbitration procedure. The probationary period may be extended for another three (3) months by agreement between the Union, the employee, and Aramark.

**Section 2.** When the probationary period is extended another three (3) months by agreement between the parties, the employee on such probation will receive pay for any regularly scheduled holidays falling in the extended probation period.

**Section 3.** Within the probationary period, all new employees are required to receive their Certificate of Fitness from the NYC Fire Department. (F-94 Fire Guard). If the employee does not receive it, probation will be extended. If the employee does not receive the Certification after six (6) months, they will be terminated.

## **ARTICLE VI- SENIORITY**

**Section 1.** Seniority shall mean continuous length of service from original date of employment and shall be cumulative for all positions held with this bargaining unit.

**Section 2.** Seniority shall not accrue on personal leave of absence and leave of absence for union business.

**Section 3.** Seniority shall be lost by:

- a. voluntary resignation;
- b. termination for just cause;
- c. failure to return by the end of a leave of absence;
- d. layoff for a period of twelve (12) consecutive months except employees with less than six (6) months of service will have recall entitlement equal to length of service;
- e. failure to return to work on a recall from layoff within five (5) days after Aramark has sent notice to the employee, by letter or telegram, to the last known address of the employee, unless the employee has a valid reason for inability to respond;
- f. absent without notice for three (3) consecutive days except for emergency reasons;

**Section 4.** Seniority shall apply in layoffs, recall, promotion where qualifications are equal, and scheduling of vacations and holidays.

**Section 5.** In the event of a layoff, probationary employees shall be laid off first without regard to their individual periods of employment. Non-probationary employees shall be the next laid off on the basis of their seniority.

## ARTICLE VII- PROMOTIONS AND TRANSFERS

**Section 1.** Promotion is hereby defined as a move from a lower grade level to a higher-grade level. It is the intention of Aramark to fill job vacancies within the bargaining unit provided employees are available with the necessary qualifications to fill the vacant position.

**Section 2.** Notice of all job vacancies shall be posted on a bulletin board. This notice will remain on the bulletin board for twenty (20) working days and include Job Title, Grade Level and a brief description of job duties including qualifications and necessary skills.

**Section 3.** Promotions shall be made on the basis of seniority and qualifications. All employees so promoted shall be placed in the higher rated job for a probationary period of three (3) months. In the event the employee does not successfully pass the probationary period, such employee shall be given his/her former position without any loss of seniority or former rate of pay.

**Section 4.** An employee may apply for a transfer to a position within the same grade level. Such transfer shall be made at the discretion of Aramark. An employee so transferred shall receive the same salary as in his/her former position.

**Section 5.** Upon permanent promotion to a higher paid job classification, an employee shall receive the difference between the lower labor grade and the higher labor grade.

**Section 6.** Aramark shall have the right to temporarily assign work in a higher paid job classification to any employee. The employee performing the work shall be paid at the rate of the minimum of the higher paid job classification or twenty dollars (\$20.00) per week (whichever is greater) from the first day of work in such assignment. It is understood that the employee who is temporarily assigned to a higher classification must actually perform the assigned duties of the higher rated job in order to be eligible for the higher rate of pay referred to herein

**Section 7.** When an employee replaces a Supervisor, the employee will receive the following amount per week above their rate from the first day of replacement:

| <b>Supervisor Classification</b> | <b>\$ per week</b> | <b>\$ per day</b> |
|----------------------------------|--------------------|-------------------|
| Electrical                       | \$35.00            | \$7.00            |
| Carpenter                        | \$25.00            | \$5.00            |
| Grounds                          | \$25.00            | \$5.00            |
| Painting                         | \$25.00            | \$5.00            |
| Housekeeping                     | \$25.00            | \$5.00            |
| Plumbing/Heating                 | \$25.00            | \$5.00            |
| Locksmith                        | \$20.00            | \$4.00            |

**Section 8.** Should a change in duties of a position be significant so as to warrant an increase in the salary paid for such position, such salary change shall be subject to having the job reevaluated for a possible increase in labor grade. Nothing herein shall be construed to prevent the Employer from

making any change in job content or duties or make such changes or reevaluation decisions subject to grievance.

**Section 9.** An employee must complete probation before a transfer or promotion

### **ARTICLE VIII- HOURS AND OVERTIME**

**Section 1.** The regular workweek shall consist of thirty-seven and one half (37 ½) hours. Employees shall receive two (2) consecutive days off in each full calendar week except in the event of overtime.

**Section 2.** The regular workday for all employees shall consist of seven and one half (7 ½) hours per day.

**Section 3.** Employees shall be paid one and one half (1½) times their regular rate of pay for authorized time worked in excess of thirty-seven and one half (37 ½) hours each week and seven and one half (7 ½) hours each day.

**Section 4.** Paid holidays, vacation days, and sick days shall count as time worked for the purpose of computing overtime.

**Section 5.** Employees who work on a sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day shall receive pay at the rate of one and one half (1½) the regular rate of pay for all hours worked on a sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day of work.

**Section 6.** Employees shall receive a one (1) hour lunch break each day that has developed in recent times by the parties combining two (2) rest periods of fifteen (15) minutes each with the original lunch break of thirty (30) minutes. The supervisor and the employees in the various work groups may reach agreement to schedule another type of lunch break period so long as it is consistent with the basic theme of this Article (total break time of thirty (30) minutes lunch, two (2) rest periods of fifteen (15) minutes each.

**Section 7.** All employees shall receive fifteen (15) minutes wash up and change time each day.

**Section 8.** Aramark retains the right to determine the number and times of work shifts in order to maintain the services necessary for the proper functioning of the College. The employee has the right to select shift openings by seniority; where there are no volunteers then the college has the right to assign employees by inverse seniority to shift openings subject to the operational needs of the department. In the event the least senior employee is not qualified for the shift, the next person in seniority who is qualified shall work such shift until the least senior employee is qualified.

**Section 9.** Aramark retains the right to direct overtime on the basis of skills needed to complete the overtime. If that is not a significant factor in the overtime assignment and no employee volunteers, then the overtime can be directed by seniority in inverse order.

## **ARTICLE IX- BEREAVEMENT PAY**

**Section 1.** An employee who has completed probation shall be paid at his/her regular rate of pay for up to three (3) days absence from regularly scheduled work in the event of the death of his/her spouse, child, parent, sister, brother, step children, mother-in-law, father-in-law, grandparents, step-parents and grandchildren to attend the funeral.

**Section 2.** In the event of death of other relatives, the employee shall be paid one (1) days regular rate of pay for absence from regularly scheduled work to attend the funeral.

**Section 3.** Aramark may require proof of the funeral and relationship in order for an employee to receive pay for such absence.

## **ARTICLE X- JURY DUTY**

**Section 1.** An employee who has completed the probation period and is called to jury duty will receive regular pay.

**Section 2.** To qualify for regular pay the employee must provide the department head with the official notice of jury duty at least three (3) days before the required attendance date and proof of jury service upon the completion of the jury duty.

**Section 3.** An employee excused from jury duty before twelve (12) noon must report for work. In order to receive pay, an employee whose shift begins before twelve (12) noon must report for work if excused from jury duty before twelve (12) noon. An employee whose shift begins after twelve (12) noon and is excused from jury duty before twelve (12) noon must report for work and complete the whole shift.

## **ARTICLE XI- RATES OF PAY**

**Section 1.** Effective July 1, 2019, those employees on payroll as of the ratification date of this agreement shall receive a two point one percent (2.1%) general wage increase.

Effective July 1, 2020, there will be a wage reopener with a minimum general wage increase of two percent (2%).

Effective July 1, 2021, there will be a wage reopener with a minimum general wage increase of a two percent (2%).

Effective July 1, 2022, employees shall receive a 1.75 % ATB increase.

Effective July 1, 2023, employees shall receive a 2% ATB increase.

Effective July 1, 2024, employees shall receive a 2.5% ATB increase.

The minimum hiring wage for all labor grades will be increased by the general wage increase (GWI) in each year of the contract.



Labor grades and job classification are set forth in Appendix "A".

**Section 2.** Effective January 1, 2020, after one year of employment, there will be a longevity increase of \$15.00 per week.

**Section 3.** Effective January 1, 2020, in the housekeeping department, Aramark shall have the right to designate a lead housekeeper or lead porter in each of four (4) student resident locations. (Main Campus, Overlook, Lee Hall and Horan Hall). Such lead persons shall receive twenty dollars (\$20.00) per week.

Effective January 1, 2021, the premium paid to those employees occupying lead positions will be increased to thirty dollars (\$30.00).

Those positions having "Lead" persons will include but are not limited to groundskeeper, plumber, fireperson (Leo), physical plant/residence hall and residence life.

**Section 4.** Work uniforms will be provided by Aramark as set forth in Appendix "B". Effective January 1, 2020, each employee will receive one hundred fifty dollars (\$150) for laundering expenses per year, which will be paid twice per year.

On January 1, 2022, the uniform allowance will be increased to one hundred seventy-five dollars (\$175.00).

**Section 5.** Effective July 1, 2004, the job classification groundskeeper, labor grade 3 referred to in Appendix "A" shall be re-titled groundskeeper I and a new title groundskeeper II shall be added to labor grade 2. Those groundskeepers having two (2) or more years of service with the employer, shall be upgraded to labor grade 2 and eligible to receive salary increments referred to in section 3 of Article XI.

## **ARTICLE XII- HOLIDAYS**

**Section 1.** An employee who has completed the probationary period shall be entitled to all the paid holidays observed by the employer.

**Section 2.** When these particular days fall on a Saturday or Sunday, another day immediately prior to or following the day will be substituted as set forth in the academic calendar published in the Spring of each year to cover the period July 1<sup>st</sup> to the following June 30<sup>th</sup>.

**Section 3.** The academic calendar covers paid holidays recognized by the Company and may change in number to more or less at the sole discretion of the Company. However, the Company guarantees a total number of twelve (12) paid holidays in each academic calendar year.

**Section 4.** In order to receive holiday pay, an employee must work the last scheduled workday before, and the first scheduled workday after the paid holiday. If an employee is absent either day, Aramark requires proof of the reason for such absence in order for the employee to receive holiday pay.

**Section 5.** If an employee is scheduled to work on a paid holiday, he/she shall be paid at the rate of time and one half (1½) for all hours worked on the paid holiday in addition to the regular holiday pay.

**Section 6.** In the case of probationary employees not eligible for holiday pay, Aramark will attempt to schedule a day of work for them.

**Section 7.** Paid holidays may be accumulated and carried over from year to year (Academic calendar year, July 1<sup>st</sup> - June 30<sup>th</sup>). Paid holidays not taken will be lost

**Section 8.** At resignation and retirement from employment (except in cases of termination for cause) an employee will receive pay for unused paid holidays.

**ARTICLE XIII- VACATION**

**Section 1.** An employee who has completed probation shall accrue vacation credit upon completion of years of continuous service under this formula:

| <b>Completed Years of Continuous Service</b> | <b>Vacation Credit</b> |
|--|------------------------|
| 1 year                                       | 10 days (2 weeks)      |
| 5 years                                      | 15 days (3 weeks)      |
| 10 years                                     | 20 days (4 weeks)      |
| 25 years                                     | 25 days (5 weeks)      |

**Section 2.** As of June 30<sup>th</sup>, an employee with less than one (1) year of continuous service, who has completed probation, shall accrue vacation credit under this formula:

| <b>Completed Months of Continuous Service</b> | <b>Vacation Credit</b> |
|---|------------------------|
| 1 month                                       | None                   |
| 2 months                                      | None                   |
| 3 months                                      | None                   |
| 4 months                                      | 3 days                 |
| 5 months                                      | 4 days                 |
| 6 months                                      | 5 days                 |
| 7 months                                      | 6 days                 |
| 8 months                                      | 7 days                 |
| 9 months                                      | 8 days                 |
| 10 months                                     | 9 days                 |
| 11 months                                     | 10 days                |
| 12 months                                     | 10 days (2 weeks)      |

**Section 3.** In the event that any paid holidays provided herein shall occur during and employee's vacation period, the employees vacation period shall be increased by an equivalent number of days to make up for such paid holidays.

**Section 4.** Vacation time may be taken in individual days when an employee gives his/her supervisor seventy-two (72) hours notice. Business conditions permitting, same day requests for vacation days will be granted for emergency or extenuating circumstances.

**Section 5.** Vacation time of up to five (5) days may be carried over from one academic calendar year to the next year when such days were not used due to the operational convenience of Aramark. In housekeeping, the five (5) days must be used by March 1<sup>st</sup>.

**Section 6.** At resignation and retirement from employment (except in cases of termination for cause) an employee will receive pay for any unused accrued vacation days.

**Section 7.** The taking of vacations will be limited based on the skills needed to maintain the condition of the buildings, plant and grounds in the following circumstances: 1) the two (2) weeks before the beginning of school in August and the week following; 2) the weeks before spring graduation; and 3) the week before alumni reunion.

**Section 8.** In the housekeeping department vacations may not be scheduled within three (3) weeks after commencement and within three (3) weeks prior to class beginning.

#### **ARTICLE XIV- PAID SICK LEAVE**

**Section 1.** Employees shall be entitled to one (1) day of paid sick leave for each month of continuous employment up to a maximum of sixty (60) days. Paid sick days cannot be used for any other purpose.

**Section 2.** Time off of more than four (4) consecutive weeks on a leave of absence without pay will not count for the purpose of accruing paid sick days.

**Section 3.** Paid sick days accrue under this formula:

| <b>Completed Months of Continuous Service</b> | <b>Paid Sick Days</b> |
|---|-----------------------|
| 1 month                                       | One Day               |
| 2 months                                      | Two Days              |
| 3 months                                      | Three Days            |
| 4 months                                      | Four Days             |
| 5 months                                      | Five Days             |

This accrual method continues to a maximum of sixty (60) days.

**Section 4.** Employees can accrue beyond sixty (60) days for use on legitimate sick days but cannot receive more than (60) days as a payout upon resignation or retirement from employment. Termination for just cause forfeits unused paid sick days.

**Section 5.** Employees hired after July 1, 1989 shall be entitled to paid sick days under the above formula and may accrue beyond sixty (60) days for use on legitimate sick days but are not entitled to any payout of unused sick days at termination of employment.

**Section 6.** Employees may be required to bring in a doctor's note for absence of three (3) days or more. Where sick time shows abuse or pattern, a doctor's note will be required for each absence.

**ARTICLE XV LEAVES OF ABSENCE**

**Section 1.** An employee who completed the probation period shall be eligible for an unpaid leave of absence in accordance with the following:

**A. Medical Leave:** leave of absence will be granted after certification by a medical doctor as follows:

| Service                        | Leave          |
|--------------------------------|----------------|
| 48 months or more              | Up to 1 year   |
| 24 months to 48 months         | Up to 6 months |
| 18 months, less than 24 months | Up to 12 weeks |
| 12 months, less than 18 months | Up to 8 weeks  |
| 6 months, less than 12 months  | Up to 4 weeks  |

1. Aramark in its sole discretion may grant extensions of these time limits not subject to grievance and arbitration.
2. During such leave, seniority will continue to accrue.
3. Employees on such leave may continue to participate in the Aramark group medical plan as follows:
4. First six (6) months- cost shared on same basis as active employees as per college practice.
5. Over six months- cost shared 50/50 by Aramark and Employee
6. In case of adoption of a minor child, the employee shall be entitled to a leave of absence of six (6) months. During such leave, seniority shall continue to accrue.

**B. Personal Leave**

1. For good and sufficient reasons, an employee with more than one (1) year of service may request a leave of absence for personal reasons of up to two (2) weeks; An employee with three (3) years or more of service may request a leave of absence for personal reasons of up to four (4) weeks. Personal leaves shall be limited to one personal leave in each three (3) year period. During such leave, seniority shall not accrue. Employees on such leave may continue to participate in Aramark's group medical plan by paying personally the group premium rate.

#### **C. Military Leave**

1. Leaves of absence for the performance of duty with the U.S. Armed Forces, or with a reserve component thereof, shall be granted in accordance with applicable law.

#### **D. Union Business**

1. Aramark agrees to grant a leave of absence to one employee up to a maximum of one (1) year for the purpose of conducting union business. During such leave, seniority shall not accrue.

**Section 2.** All employees returning from leave of absence shall be returned to their former position and shift where the leave of absence does not exceed three (3) months.

### **ARTICLE XVI MEDICAL INSURANCE AND BENEFITS**

**Section 1: Eligibility:** All regular full-time employees are eligible for health and welfare benefits as outlined below. 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 30 hours each week to be eligible.

Company administration of eligibility for medical benefits will be compliant with the provisions of PPACA as amended from time to time.

#### **Section 2: Medical Insurance:**

- A. Benefits Effective Date:** Medical Benefits for eligible employees will be effective first (1<sup>st</sup>) of the month following sixty (30) days of continuous employment
- B. Benefit Description.** Aramark will provide eligible employees the opportunity to enroll in Medical benefits provided through an Aramark sponsored carrier. 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 1<sup>st</sup>.

- C. **Employee Contributions.** 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 3. Basic Life and Basic Accidental Death & Dismemberment (AD&D):**

- A. **Benefits Effective Date.** Basic Life and Basic Accidental Death Benefits for eligible employees will be effective on the first (1<sup>st</sup>) day of eligible employment.
- B. **Benefit Description.** Aramark will provide eligible employees Basic Life and Basic Accidental Death & Dismemberment coverage within the amount of \$10,000 The coverage will be one hundred percent (100%) paid by Aramark.

### **Section 4. Dental**

- A. **Benefits Effective Date.** Dental Benefits for eligible employees will be effective first (1<sup>st</sup>) of the month following sixty (30) days of continuous employment
- B. **Benefit Description.** 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 1<sup>st</sup>.
- C. **Premiums.** Eligible employees who choose to enroll in Dental coverage will be responsible for one hundred percent (100%) of the total premium cost. Premiums are subject to change from time to time in accordance with changes made for all Aramark employees or as required by law.

### **Section 5. Vision**

- A. **Benefits Effective Date.** Vision Benefits for eligible employees will be effective first (1<sup>st</sup>) of the month following sixty (30) days of continuous employment
- B. **Benefit Description.** 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>.

- C. **Premiums.** Aramark will pay for one hundred percent (100%) of the total premium cost.

#### **Section 6. Health & Welfare, Leave of Absence**

- A. **Coverage While on an Approved Leave of Absence:** Coverage can be continued during a leave of absence, including FMLA leave, 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.
- B. Coverage during an approved leave of absence for medical disability can be continued for up to (insert number) months unless additional time is required by applicable legislation. 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.

#### **ARTICLE XVII- SHORT TERM DISABILITY**

**Section 1.** For any non-work-related illness or injury, an employee will receive the maximum benefits provided by New York State Disability Law starting on the eight day of illness or injury, up to a total of twenty-six (26) weeks in one (1) year.

**Section 2.** If an employee has accumulated paid sick leave under Article XIV of this Agreement, Aramark will pay the balance of salary from that bank to make up a full week's pay. If the employee has no accumulated paid sick leave, then disability insurance will be the only payment.

#### **ARTICLE XVIII- Retirement 401(k)**

**Section 1. Coverage:** Eligible 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 any time 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.

**Section 2. Eligibility:** Employees become eligible following completion of one (1) year of service.

**Section 3. Recognition of Service:** Employees of Manhattan College who transferred to Aramark as of October 1, 2020 will have their years of service with Manhattan College recognized for eligibility and for vesting.

**Section 4. Eligible Earnings:** Eligible Earnings include regular pay, overtime, sick pay, holiday pay, etc.

**Section 5. Company Contributions**

- A. The Company will match the employee's contributions based on the following formula:
- 100% of the first 6% employees contribute
- B. Company contributions are allocated to participant accounts each pay period.

**Section 6. Vesting:**

- A. Contributions to the plan will vest in accordance with the Company-wide plan schedule. The Company will recognize employees' years of service who transitioned from Manhattan College as of October 1, 2020 with respect to vesting.

**Section 7. 401(k) Benefits Available during a Leave of Absence**

- A. **Paid Leave of Absence:** Eligible employees who are on approved paid leave of absence may participate by continuing to make contributions to the Hourly 401 (k) Plan.

**ARTICLE XIX- TUITION ASSISTANCE**

**Section 1.** Sections two (2) through four (4) below reflect the tuition assistance language as contained in the memorandum of agreement between OPEIU Local 153 and Manhattan College. Tuition assistance only applies to members who were on the Manhattan College payroll prior to September 20<sup>th</sup>, 2020.

**Section 2.** The Union requests and the College and Aramark agree that all current members of the local 153 bargaining unit on the Manhattan College payroll prior to September 20, 2020, will retain their right to tuition remission provided they remain continuously employed by ARAMARK, subject to the terms and conditions of the tuition remission policy then in effect at Manhattan College and then available to similarly situated employees of the College.

**Section 3.** The parties further agree that the tuition remission benefit will continue if the employee is involuntarily transferred to a site other than Manhattan College by ARAMARK for reasons other than the request of the employee. The parties acknowledge there will be certain personal tax implications to Aramark employees for tuition remission. The College agrees that its obligations under the within Article 1 extend for the period of time any current member of the Local 153 bargaining unit on the Manhattan College payroll prior to September 30, 2020 remains employed by ARAMARK.

**Section 4.** The parties further agree that the tuition remission benefit described in this Article will only apply to those local 153 bargaining unit members employed by the College prior to the effective date of the College's Subcontracting Agreement with ARAMARK, acknowledging that



union has asked for this benefit to protect employees who have served Manhattan College and will continue to work in their same positions for the new employer, ARAMARK.

**ARTICLE XX- SEVERANCE PAY**

**Section 1.** A regular employee who is laid off for more than thirty (30) days shall receive severance pay based on years of service as follows:

| <b>Years of Service</b> | <b>Weeks of Severance</b> |
|-------------------------|---------------------------|
| 1-4 years               | 1 week                    |
| 5-9 years               | 2 weeks                   |
| 10-14 years             | 3 weeks                   |
| 15-19 years             | 4 weeks                   |
| 20 or more years        | 5 weeks                   |

**Section 2.** Payment of severance may be stretched out over the number of weeks of entitlement.

**Section 3.** If an employee who received severance pay is recalled to work, his/her entitlement for further severance pay will be based on service from the date of return to work to the date of the next layoff of more than thirty (30) days.

**Section 4.** A regular employee who is laid off for more than thirty (30) days shall continue to receive medical coverage provided by Aramark for two (2) full calendar months from the first date of being laid off.

**ARTICLE XXI- DISCHARGE**

**Section 1.** It is agreed that Aramark has the right to discipline, suspend or discharge for just cause.

**Section 2.** If upon joint investigation by the Union and Aramark or by decision of an arbitrator appointed under the terms of this Agreement, it shall be found that an employee has been unjustly suspended or discharged, the employee can be reinstated to his/her former position without loss of seniority or rank and shall suffer no reduction in salary, if the parties or the arbitrator deem it proper to compensate the employee for any time lost retroactive to the date of suspension or discharge.

**Section 3.** Grievances concerning discipline must be submitted within ten (10) working days of such action.

**Section 4.** A Union representative must be present during disciplinary conferences. The Union shall receive a copy of written discipline along with a copy to the chief union steward and a copy for the employees personnel file.

## **ARTICLE XXII- GRIEVANCE AND ARBITRATION**

**Section 1.** A grievance is defined as a difference or dispute between an employee or the Union and Aramark during the term of this Agreement relating to the application or interpretation of the express provision of this Agreement. All grievances must be submitted in writing and shall be handled in the steps set forth below.

**Step 1.** The grievant must present the grievance in writing to the director or assistant director of the department involved within ten (10) working days of the event giving rise to the grievance. Within three (3) normal workdays of receipt of such grievance, the director will schedule a meeting with the grievant and a representative of the Union. Within five (5) normal work days immediately following the meeting between the parties, the director shall issue a decision in writing to the grievant and the Union. If no satisfactory settlement is reached between the parties, then the grievant shall proceed to Step 2 within five (5) normal workdays of receipt of the written answer.

**Step 2.** Within five (5) normal workdays after the receipt of the Director of the Department's written response under Step 1. above, the grievant must file written notice of the grievance with Aramark's Director of Human Resources. Within five (5) normal workdays of receipt of such grievance, the Director of Human Resources will schedule a meeting with the grievant and Chief Shop Steward and the Union Business Representative. Within ten (10) normal workdays after such meeting, the Director of Human Resources shall issue a decision in writing to the grievant and the Union. If no satisfactory settlement is reached between the parties, then the grievance may be taken to arbitration, Step 3, by either party upon written notice to the other party within thirty (30) calendar days. Grievances involving discipline must be noticed for arbitration within fifteen (15) calendar days. Grievances involving suspension or discharge may be presented at Step 2. in the first instance.

**Step 3.** A grievance that is not resolved to the satisfaction of the parties in Step 2. may be submitted to arbitration, but only in accordance with all of the following terms and conditions.

- A.** The grievance must involve the interpretation or application of a specific provision of the Agreement, and will not be arbitrable if it claims a right, benefit, or obligation not expressly set forth in this Agreement.
- B.** The submission to arbitration must be made in writing by certified mail, with a copy to the Director of Human Resources, postmarked within thirty (30) calendar days (discipline issues- fifteen (15) calendar days) following receipt of the Step 2. answer.
- C.** The submission to arbitration must be to the American Arbitration Association in accordance with its voluntary rules for labor arbitration in existence at the time the submission is made. The decision of the Arbitrator will be final and binding, subject to the right of either the Union or Aramark to have the award confirmed, vacated or modified according to law. The Arbitrator will not have any authority or power to add to, delete from or modify in any way any provision of this Agreement.

**Section 2.** The cost of arbitration shall be shared equally by the Union and Aramark.

**Section 3.** The Chief Shop Steward shall attend all arbitration hearings without loss of pay for up to four (4) workdays per contract year (July 1- June 30).

### **ARTICLE XXIII- MANAGEMENT RIGHTS**

**Section 1.** It is understood and agreed by the Union that Aramark shall retain any and all its rights, powers, privileges and authorities except as such are specifically abridged, delegated, shared or modified by this Agreement. Thus, Aramark expressly retains the exclusive right to manage its jobs, operations, and affairs and effectively to direct its employees. Prominent among such unqualified rights, although by no means a wholly inclusive list thereof are the following: to hire, promote, transfer, layoff, suspend, discharge, or otherwise discipline employees for cause; to determine the size of its working forces; to alter or discontinue any and/or introduce new or improved techniques, methods, equipment or facilities; to use independent contractors to perform work or services; to subcontract, contract out, close down or relocate the College's operations or any part thereof; to develop, promulgate and enforce reasonable work standards and to establish and maintain procedures and devices deemed necessary by Aramark in determining the efficiency of each employee when developing, promulgating, or enforcing such work standards; to assign equipment; and to promulgate and enforce reasonable work rules.

**Section 2.** If any work is subcontracted by the College, and any employees covered by this Agreement are affected, the College will offer them any existing openings for which they can qualify. The College is not limited from subcontracting if its judgement indicates that subcontracting is better for the proper functioning of its services.

**Section 3.** Failure of Aramark to exercise rights herein reserved to it or to exercise them in a particular way shall not be deemed a waiver of said rights or of Aramark's right to exercise said rights in some other manner not in conflict with the terms of this Agreement.

### **ARTICLE XXIV- WAIVERS**

**Section 1.** This Agreement shall constitute the sole and entire Agreement between the parties with respect to rates of pay, wages, hours and all other conditions of employment. It may not be amended, modified, waived, extended or otherwise revised, except by agreement in writing duly executed by the parties.

**Section 2.** The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or material, and that all understandings and agreements arrived at by them during the negotiations are set forth herein. Therefore, the Union and Aramark, for the life of this Agreement, each voluntarily and unqualifiedly waives the rights, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matters not specifically referred to or covered in this Agreement.

## **ARTICLE XXV- EFFECT OF LEGISLATION- SEPERABILITY**

It is understood and agreed that all Agreements herein are subject to all applicable laws now or hereafter in effect; and to the lawful regulations, rulings, and orders of regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is in contravention of the laws or regulations of the United States or the State of New York, such provision shall be superseded by the appropriate provision of such law or regulation, so long as the same is in force and effect; but all other provisions of this Agreement shall continue in full force and effect.

## **ARTICLE XXVI- NO STRIKE NO LOCKOUT**

**Section 1.** During the term of this Agreement, neither the Union nor any employee will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, demonstrations, slowdown, concerted stoppage of work, observance of picket lines or any other intentional interruption, curtailment, restriction or interference with Aramark functions or operations, regardless of the reason. Aramark agree that it shall not lock out any of the employees covered by this Agreement.

**Section 2. Training:** During the first year of the contract, the Employer and the Union will meet in order to finalize procedures and implementation of the following:

Employees in labor grades I and II may be required to enroll in appropriate training programs designed to enhance those job-related skills that may lead to the employee being upgraded in his/her job.

## **ARTICLE XXVII- DURATION OF AGREEMENT**

Except as herein otherwise expressly provided, this Agreement shall become effective on March 1, 2021, and shall remain in full force and effect up to and including June 30<sup>th</sup>, 2025, and thereafter from year to year for one (1) year periods unless and until either party to this Agreement shall give the other party ninety (90) days notice in writing by certified mail prior to June 30<sup>th</sup>, 2025, or prior to the expiration of any year thereafter, of its intention to negotiate changes in or terminate the Agreement.

In the event such notice is served by either party, both parties undertake to schedule and promptly begin meetings for the purpose of negotiating and executing an extension, renewal or modification of this Agreement.

IN WITNESS WHEREOF, the parties have set their hands this 1<sup>st</sup> day of March 2021.

**ARAMARK MANAGEMENT SERVICES, LLC**

By Mark Featherman  
Name: Mark Featherman  
Title: Director of Labor Relations

By 3/16/21  
Name:  
Title:

By \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_  
Name:  
Title:

**OPEIU LOCAL 153, AFL-CIO**

By [Signature]  
Name: Dylan Wiley  
Title: Business Representative

By Myra Hepburn  
Name: Myra Hepburn  
Title: Secretary Treasurer

By [Signature]  
Name: Shawn St. Luce  
Title: Chief Shop Steward

By [Signature]  
Name: Abdul Dabo  
Title: Shop Steward

By [Signature]  
Name: Nick Jimenez  
Title: Shop Steward

By [Signature]  
Name: Raymond Sanchez  
Title: Shop Steward

**APPENDIX A**

A. The minimum and maximum salaries for all labor grades will be increased by the general wage increase (GWI) in each year of the contract.

**2019-2020**

| <b><u>Labor Grade</u></b> | <b><u>Job Classification</u></b>      | <b><u>Minimum 2019-2020</u></b> | <b><u>Maximum 2019-2020</u></b> |
|---------------------------|---------------------------------------|---------------------------------|---------------------------------|
| 1                         | Carpenter                             | <b>Annual: \$41,925.9001</b>    | <b>Annual: \$52,023.5430</b>    |
| 1                         | Electrician                           | <b>Weekly: \$806.2673</b>       | <b>Weekly: \$1,000.4528</b>     |
| 1                         | Locksmith                             | <b>Hourly: \$21.5005</b>        | <b>Hourly: \$26.6787</b>        |
| 1                         | Mechanic                              |                                 |                                 |
| 1                         | Plumber                               |                                 |                                 |
| 1                         | Fireperson/Maintenance I              |                                 |                                 |
| 2                         | Fireperson/Maintenance II             |                                 |                                 |
| 2                         | Painter                               | <b>Annual: \$39,764.8362</b>    | <b>Annual: \$48,681.4240</b>    |
| 2                         | Special Maint./Res. Life              | <b>Weekly: \$764.7084</b>       | <b>Weekly: \$936.1812</b>       |
| 2                         | Truck Driver/Groundskeeper(DOT Cert.) | <b>Hourly: \$20.3922</b>        | <b>Hourly: \$24.9648</b>        |
| 2                         | Housekeeping Specialist               |                                 |                                 |
| 2                         | Porter Specialist w/ certification    |                                 |                                 |
| 3                         | Groundskeeper                         | <b>Annual: \$38,323.1250</b>    | <b>Annual: \$45,568.6065</b>    |
| 3                         | Housekeeper                           | <b>Weekly: \$736.9832</b>       | <b>Weekly: \$876.3194</b>       |
| 3                         | Porter                                | <b>Hourly: \$19.6529</b>        | <b>Hourly: \$23.3685</b>        |

B. As of the signing of this agreement the parties shall no longer track maximum wage rates across labor grades. Moving forward, only the minimum hiring rates shall be recorded in the Collective Bargaining Agreement. As of July 1<sup>st</sup>, 2020, the minimum hiring rates are as follows:

**July 1<sup>st</sup> 2020**

| <b>Labor Grade</b> | <b>Minimum Wage</b> |
|--------------------|---------------------|
| 1                  | 22.84               |
| 2                  | 21.49               |
| 3                  | 19.65               |

**July 1<sup>st</sup> 2021 (2%)**

| <b>Labor Grade</b> | <b>Minimum Wage</b> |
|--------------------|---------------------|
| 1                  | 23.30               |
| 2                  | 21.92               |
| 3                  | 20.04               |

**July 1<sup>st</sup> 2022 (1.75%)**

| <b>Labor Grade</b> | <b>Minimum Wage</b> |
|--------------------|---------------------|
| 1                  | 23.71               |
| 2                  | 22.30               |
| 3                  | 20.39               |

**July 1<sup>st</sup> 2023 (2%)**

| <b>Labor Grade</b> | <b>Minimum Wage</b> |
|--------------------|---------------------|
| 1                  | 24.18               |
| 2                  | 22.75               |
| 3                  | 20.80               |

**July 1<sup>st</sup> 2024 (2.5%)**

| <b>Labor Grade</b> | <b>Minimum Wage</b> |
|--------------------|---------------------|
| 1                  | 24.78               |
| 2                  | 23.32               |
| 3                  | 21.32               |

- C. The minimum hiring rates for all labor grades will be increased by the general wage increases in each year of the contract.

## **APPENDIX B**

Aramark shall provide work uniforms that it requires employees to wear, launder, and maintain as described and assigned to the job classification listed below:

**Housekeepers:** 3 slacks, 3 smocks and safety gloves for cleaning and removing trash

**Porters:** 3-year-round work uniforms or 3 short sleeve shirts with a pocket 1 all-purpose jacket (as the present jacket is replaced due to normal wear, the replacement will have an all-purpose jacket with vest.)

**Fireperson:** 4-year-round work uniforms

**Groundsperson:** 3 summer tee shirts with a pocket or 3 short sleeve shirts with a pocket, 1 all-purpose jacket, 1 winter jacket.

**Maintenance:** 4-year round work uniforms/ 3 summer tee shirts with a pocket or 3 short sleeve shirts with a pocket, 1 all-purpose jacket (as the present jacket is replaced due to normal wear, the replacement will have an all-purpose jacket with vest.)

**Carpenter**

**Electrician Fireman** 1 pair of safety shoes

**Groundsperson**

**Painters**

**Plumber**





### APPENDIX C

When the College cancels classes due to snow conditions after employees have already reported to work, those employees required to remain at work (all physical plant employees and porters from residence life) for the purposes of "snow removal" will be compensated at one and one-half (1½) times their regular hourly rate (overtime) for each hour worked on snow removal, beyond the time the College announced the canceling of classes.

Those employees other than those referred to above who volunteer to work for the purposes of snow removal shall also be compensated at one and one-half (1½) times their regular hourly rate (overtime) for each hour worked on "snow removal" beyond the time the College announced the canceling of classes.

Since the coordination of snow removal is the responsibility of physical plant, those employees of residence life (including porters) must report to or telephone the director or assistant director of physical plant in order to be assigned to snow removal and eligible for additional compensation as referred to earlier.

Employees on snow removal work shall receive a fifteen (15) minute break every two (2) hours or more frequently depending on weather conditions at the time.

Compensation for snow removal work will be decided by each area choosing either the option of time and one half (1½) pay or straight time pay and a compensatory day off.

Aramark will provide at no cost to the employee work boots equal to or of the same quality as those provided to those employees whose job description includes snow removal as a requirement, to any bargaining unit employee who also may be assigned or volunteer from time to time be assigned to snow removal.

**SIDE LETTER REGARDING LUNCH BREAK AND SUMMER FRIDAYS**

Aramark Facilities Management LLP at Manhattan College (Company) and OPEIU Local 153 (Union) hereby agree as follows:

1. Article VIII Section 6, provides that employees will receive a (1) hour lunch break each day by combining two rest periods of 15 minutes with the original lunch break of 30 minutes. The parties agree that employees will not have to clock in and out for the 30 minute break, and said time will automatically be deducted. Employees who "steal time" by extending their break will be subject to discipline.

2. The parties agree that the College's practice of permitting employees to take 9 Fridays off during the Summer provided the employee works extra half hour a day during the week will be continued subject to the following:

- In 2021 employees will be permitted to take 9 Fridays or Mondays off. In subsequent years they will be permitted to take 8 Fridays or Mondays off.
- Employees will not receive overtime after 8 hours in a day during these weeks
- The Company, at its discretion, will choose the weeks this will be in effect.
- The Company, in its discretion, will choose which employees have Mondays and Fridays off. The parties agree to meet and confer prior to the selection to discuss which employees will have off which days.

Mark Featherman 3/16/21  
ARAMARK date

Dyle J. [Signature] 2/5/21  
OPEIU Local 153 date