

MEMORANDUM OF SETTLEMENT

BETWEEN:

Aramark Management Services Limited Partnership

At

GM Flint Assembly Plant

GM Flint Engine South

GM Flint Stamping

GM Flint Tool and Die

GM Grand Blanc Stamping

GM Hamtramck Assembly

GM Warren

GM Parma Stamping

Hereinafter referred to as "the Company"

and

International Union, United Automobile, Aerospace & Agricultural Implement Workers of America

Hereinafter referred to as "the Union"

1. The parties herein agree to the terms of this memorandum as constituting full settlement of all matters arising through collective bargaining.
2. The undersigned representatives of the parties do hereby agree to recommend complete acceptance of all the terms of this memorandum to their respective principals.
3. The parties herein agree that the term of the collective agreement shall be from March 16, 2018 to expire March 15, 2024.
4. The parties herein agree that the said collective agreement shall include the terms of the previous collective agreement which expired on March 15, 2018, provided, however, that the following amendments are incorporated:



1. All items previously agreed prior to today's date as attached hereto.
2. Health Care – agreed amount – maximum 5% increase per year after ratification
3. Transition issues – The Company will hold discussions with the Union on transition issues following ratification
4. Wages - Division 1
Effective ratification increase straight time hourly rates in Attachment B by five percent (5%)
Effective twelve (12) months from ratification increase straight time hourly rates in Attachment B by three percent (3%)
Effective twenty-four (24) months from ratification increase straight time hourly rates in Attachment B by three percent (3%)
Effective thirty-six (36) months from ratification increase straight time hourly rates in Attachment B by four percent (4%)
5. Wages - Division 2
Effective twelve (12) months from ratification increase straight time hourly rates in Attachment B by three percent (3%)
Effective thirty-six (36) months from ratification increase straight time hourly rates in Attachment B by three percent (3%)
6. Lump Sum Division 2
Effective as soon as possible following ratification a one-time lump sum payment, less normal deductions, based on three percent (3%) of the employee's base rate multiplied by their paid hours in the period from October 1, 2018 up to September 30, 2019. Employees must be currently working or on approved time off (i.e. vacation, leaves etc.) as of ratification and must have completed their probationary period.

Effective the payroll following twenty-four (24) months from ratification one-time lump sum payment, less normal deductions, based on three percent (3%) of the employee's base rate multiplied by their paid hours in the twelve (12) month period prior to the payment date. Employees must be currently working or on approved time off (i.e. vacation, leaves etc.) as of twenty-four (24) months from ratification and must have completed their probationary period.

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7. Bonuses Division 1&2

Lump Sum Bonus (Signing Bonus)

Effective as soon as possible following (insert date of ratification) a one-time lump sum payment, less normal deductions as follows:

Full-time employees – Four thousand five hundred dollars (\$4500.00)

Permanent Part-Time/Part-Time On-Call – Two thousand two hundred dollars (\$2200.00)

Employees must be currently working or on approved time off (i.e. vacation, leaves etc.) as of ratification and must have completed their probationary period.

Christmas Bonus

Effective the first pay period in December of 2020 a one-time lump sum payment, less normal deductions of two hundred and fifty dollars (\$250.00)

Effective the first pay period in December of 2023 a one-time lump sum payment, less normal deductions of two hundred and fifty dollars (\$250.00)

Employees must be currently working or on approved time off (i.e. vacation, leaves etc.) as of the payment date and must have completed their probationary period.

8. Attachment C

Effective following (insert date of ratification) amend as follows:

Attendance Award

Effective starting the quarter following ratification

Permanent employees who achieve perfect attendance (perfect is defined as working all scheduled hours excluding vacation or other paid leave entitlement (bereavement, jury duty, etc.) provide required documentation, etc.) will receive quarterly payments of one hundred and fifty dollars (\$150.00) less normal deductions (Maximum (4) four per year). Payments will be made by the 2nd pay period following the quarterly qualification month.

Perfect attendance is qualified quarterly:

Quarter 1 – January 1 and March 31

Quarter 2 – April 1 and June 30

Quarter 3 – July 1 and September 30

Quarter 4 – October 1 and December 31

9. Holidays

Effective 2020 add Monday following Easter

Add:

Use of an E-VAC day on the shift immediately prior to or the shift immediately following a holiday will disqualify an employee from receipt of holiday pay.

10. Vacations

Effective 2021

Service	<u>Full-time</u>	<u>Permanent Part-time</u>
90 days but less than one year.....	40 hrs.	32 hrs.
One but less than three years	64 hrs.	44 hrs.
Three but less than five years	104 hrs.	64 hrs.
Five but less than ten years.....	124 hrs.	74 hrs.
Ten but less than fifteen years.....	144 hrs.	84 hrs.
Fifteen or more	184 hrs.	104 hrs.

11. Attachment A Benefits

Effective as soon as possible following ratification increase weekly benefit for Short Term Disability to six hundred dollars (\$600.00) for division 2

Benefits under Article 20 and Attachment A - maximum increase capped at five percent (5%) per year

Signed this *18* th day of *Oct.*

2019 .

For the Union

For the Company

Rick O'Donnell
A. Lynette Jones
Hebra M. Dub...

[Signature]
[Signature]

Other Agreed Items

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Apprentice/EIT Company counterproposal

All reference to the Joint Training funds Division 1 and Division 2 are deleted from the CBA. Delete the following language from the CBA:

APPRENTICESHIPS/EIT(S)

~~One hundred and eighty days (180) following the effective date of the agreement the Company and the UAW International Union will meet to develop an apprentice testing/indenturement and EIT(S) outline for implementation.~~

APPRENTICE TRAINING

ESTABLISHMENT AND CO-SPONSORSHIP
APPRENTICESHIP PROGRAM

~~Apprentice and Training Committee (JATC) within 180 days following the ratification of this agreement.~~

~~During the 2013 contractual negotiations the parties discussed and agreed to the formulation of a Joint Apprentice and Training Committee (JATC) within 180 days following the ratification of this agreement.~~

~~The JATC shall consist of no less than twelve members, six (6) shall be representative of the companies, two from each company, and six (6) shall be Skilled Trades members of the United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) Local Union bargaining unit, two from each company and represented by this agreement. The Committee will select a chairperson and a secretary one of whom will be from the company and one of whom will be of the bargaining unit.~~

~~The JATC will then be charged with the development and registration of standards outlining a bona fide U.S. Department of Labor Office of Apprenticeship training program under the guidelines of Title 29 CFR part 29 apprenticeship training.~~

~~The Joint Apprentice and Training Committee (JATC) will agree to meet on a quarterly basis in order to discuss matters pertaining to the Registered Apprentice program. The parties also agree to conduct an annual Joint Apprentice and Training Committee conference in order to discuss issues related to Joint Training programs.~~

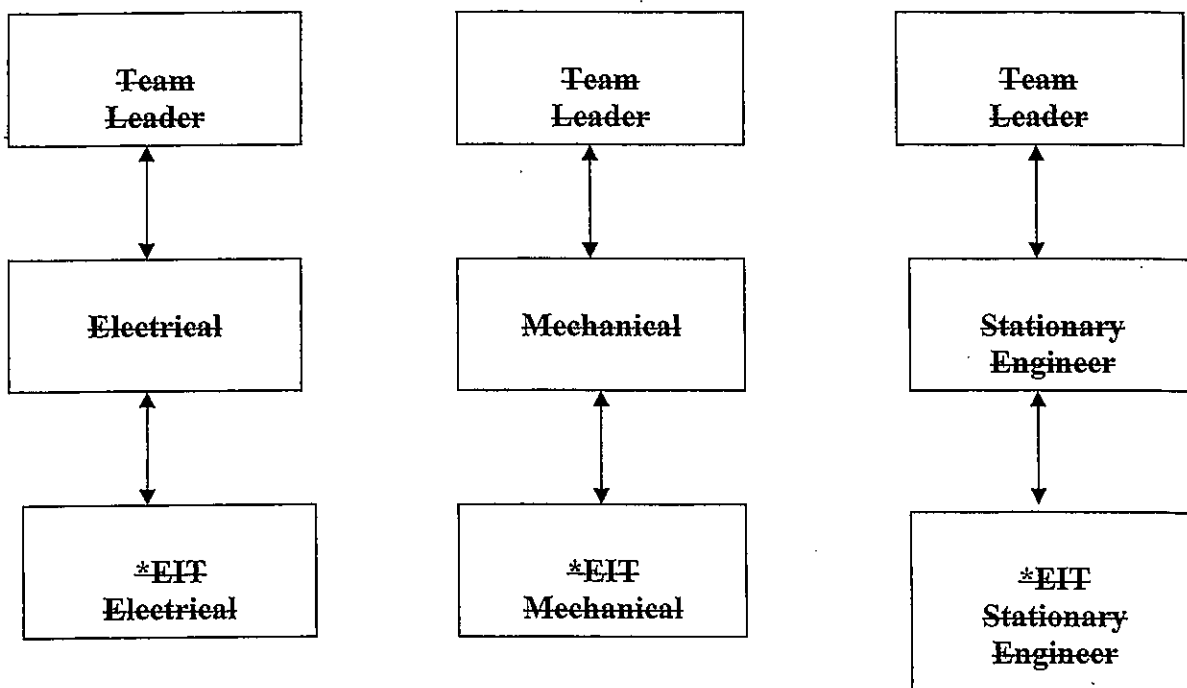
~~Following official registration of the Apprenticeship program, selection of apprenticeship candidates will begin immediately, if needed.~~

The JATC will be responsible for the development and registration with United States Department of Labor Office of Apprenticeship, Registered Standards for the training of apprentices in the Electrical, Maintenance Mechanical and Stationary Engineer classifications.

The JATC will also define the selection process that will be used for the screening and assignment of Employees in Training (EIT) and Employees in Training with seniority (EITS) for future skilled trade's openings and assignment.

The JATC, upon their formation, shall have one hundred and eighty days (180) to complete these responsibilities.

CLASSIFICATION FLOW - DIVISION 2



*EIT (Employee in Training)

FAILURE TO ADVANCE THROUGH THE PROGRAM

Employees failing to complete any level of the EIT(S) program, through their own fault, will be removed after a complete review of their record in the program by the JATC and will be returned to their previous classification seniority permitting.

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And replace with:

APPRENTICE / EMPLOYEE IN TRAINING (EIT)

ESTABLISHMENT

APPRENTICESHIP / EIT PROGRAM

During these negotiations, the parties held lengthy discussions regarding our current and future skilled trades workforce. As such the National Parties have agreed that in the event sufficient skilled trades workforce cannot be attained from external hires, the parties may open discussions to develop a apprenticeship/EIT program in accordance with the Department of Labor standards.

If the parties mutually agree a (Joint Apprentice and Training Committee) shall be established and shall consist of two (2) representatives of the Company and two (2) International UAW members of the United Automobile Aerospace and Agriculture Implement Workers of America (UAW).

If established, the Committee will discuss a skills assessment test, and make recommendations on guidelines for qualifications and hiring within the helper classification. Examples of such guidelines might include a high school diploma or equivalent, and passing a skills assessment test. However, hiring of applicants for all positions and determination of qualifications are ultimately the Company's decision.

The parties agree that Helpers, with the requisite qualifications, would be the pool of talent for the apprenticeship/EIT training program. Any person currently in the Helper classification who does not meet the qualifications developed by the committee will remain a Helper.

During the 2018 contractual negotiations the parties have agreed that monies earmarked for use towards possible apprentice or E.I.T. training for a minority of our members would be better served in wages and benefits.

If the parties mutually agree to implement these programs, the JATC will work to identify the need to put on apprentices or E.I.T.'s and the Company will fund programs in full.

It is agreed the Joint Training Fund is dissolved in full.

Signed this th day of 200 .

For the Union

For the Company

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LOCATION TRANSFERS

A bargaining unit employee voluntarily transferring to another bargaining unit position at another location will receive the rate of pay for the new position.

Transfers between locations are on a voluntary basis when an opening occurs and will be provided based on seniority with the senior employee having first choice. The employee requesting a transfer must possess the skills and ability to perform the job. Any dispute over skills and ability will be resolved jointly by the national parties. The employee's seniority date for the purpose of layoff, recall, and job assignments will be the employee's date of entry into the new location.

Employees who transfer and/or refuse a plant transfer will be restricted from future plant transfers for a period of six (6) months.

In the event that there is a plant closure or significant permanent layoff i.e. a permanent shift closure, where the Company provides services, the National parties will meet and discuss opportunities for transfer that may exist.

If an employee transfer occurs as a result of two plants merging, the parties agree to meet to discuss the best way to manage the situation.

Tentative Agreement

Signed this th day of October, 2019

For the Union

For the Company

ATTACHMENT B – WAGES DIVISION 1

Shift Premium

Employees working the second shift (starting at or after 2:00PM) will receive twenty-five cents (\$0.25) per hour worked in addition to their rate. Employees working the third shift (starting at or after 9:00PM) will receive forty cents (\$0.40) per hour worked in addition to their rate. ~~Employees starting at or after 5 AM will be considered first shift.~~ Employees starting at or after 5:00 AM, and before 2:00 PM will be considered first shift.

Tentative Agreement

Signed this th day of October , 2019

For the Union

For the Company

ARTICLE 14: EQUALIZATION OF OVERTIME

Section 1: Daily Overtime

1. Employees will be awarded daily overtime by order of low hours within their classification and shift. The work schedule is frozen during the week the overtime occurs. In the event employees eligible for overtime have matching hours, classification and shift, the overtime will be awarded by order of highest plant seniority to lowest plant seniority. If both employees have the same plant seniority date, the tie breaker will be by the last four digits of their Social Security number (0-low and 9-high).
2. The Company will notify employees of daily overtime at least two (2) hours prior to the end of their shift or as soon as the need for overtime is known.
3. If in the event the process fails to secure the required manpower, employees with the lowest hours in the classification and shift will be required to work.
4. If an employee accepts daily overtime and later elects to refuse the overtime, the employee must notify the supervisor ~~sixty (60) minutes~~ ~~two (2) hours~~ prior to the end of their regular scheduled shift.
5. If an employee accepts daily overtime and later elects to refuse the overtime and fails to notify the supervisor two (2) hours prior to the end of their regular scheduled shift, the employee will be charged two (2) times the overtime hours that the employee would have been paid if he/she had worked.
6. The parties agree that when employees go on a leave of absence, during the first thirty (30) calendar days of the leave, their names will remain on the equalization of hours chart and they will be charged available hours. After thirty (30) calendar days, the employee's name will be removed from the equalization chart and upon their return to work they will be placed at average hours of the group.

Tentative Agreement

Signed this th day of September, 2019

For the Union

For the Company

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ARTICLE 14: EQUALIZATION OF OVERTIME

Section 2: Scheduled Overtime

1. Employees will be awarded overtime by order of low hours within their classification and shift. The work schedule is frozen during the week the overtime occurs. In the event employees eligible for overtime have matching hours, classification and shift, the overtime will be awarded by order of highest plant seniority to lowest plant seniority. If both employees have the same plant seniority date, the tie breaker will be the last four digits of their Social Security number (0-low and 9-high).
2. Management will notify employees of scheduled overtime at least twenty-four (24) hours prior to the beginning of the overtime period or as soon as the need for overtime is known.
3. The Company will canvass the employees that are at work to fill the overtime needs.
4. If in the event the process fails to secure the required manpower, the Company will canvass as follows:
 - a. On each Monday, the Company will post Overtime Sign-up Sheets for each classification.
 - b. The Company will canvass the Overtime Sign-Up Sheet first. In the event the process fails to secure the required manpower, the company will then fill the need with part-time/on-call employees. The Company will award overtime to qualified employees by order of low hours according to the assignment being filled.
 - c. Employees who accept overtime and fail to report for work for that overtime will be charged double the hours the employee would have been paid if he/she worked. In addition the absence will be charged subject to Attachment C-Attendance Program
 - d. When an employee is absent for his/her regular scheduled shift in a week that overtime exists, that employee will be canvassed by the process to secure the overtime and will be charged to the equalization of overtime as if he/she worked their scheduled workweek.
5. If in the event the process fails to secure the required manpower, employees with the lowest hours in the classification and shift will be required to work.
6. The Company will attempt to equalize overtime on all shifts within the classification subject to the operational needs.

Tentative Agreement

Signed this th day of September, 2019

For the Union

For the Company

ARTICLE 21: GENERAL PROVISIONS

New Hire Orientation Period

All new employees will participate in a joint Company/Union orientation program. During the orientation program, the Union may use the necessary time, up to ~~two (2) hours~~ one (1) hour, to present Union awareness training.

New Work

The Company acknowledges the desirability of staffing operations with bargaining unit employees and affirms its intent to do so. In the event the Company has the opportunity to perform new work requested by our Customer outside of the classifications in this Agreement that the Company would otherwise not be able to accomplish while maintaining consistency of service throughout the project, the Company will meet with the Bargaining Unit Committee to discuss options that would allow the Bargaining Unit to perform such work prior to any final business decision being made.

In the event the Company has an opportunity for new work of a continuous nature, the Company will establish a temporary rate of pay for no longer than a thirty (30) calendar day period. The Company and the ~~Union~~ National Parties agree to negotiate a new classification and rate within thirty (30) calendar days from when the work began.

Tentative Agreement

Signed Agreement th day of October, 2019

For the Union

For the Company

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ATTACHMENT C – ATTENDANCE POLICY

Disciplinary Action

The following corrective disciplinary actions apply upon accumulation of points:

- Two (2) points Counseling meeting with the Union representative and Management and written warning.
- Three (3) points Counseling and three (3) working day suspension. Counseling meeting with Union representative and Management and written warning
- Four (4) points Counseling meeting with Union representative and Management and second, written warning
- Five (5) points Counseling and five (5) working day suspension.
- Six (6) points Counseling with one (1) day suspension.
- Seven (7) points Dismissal Counseling with two (2) day suspension.
- Eight (8) points Subject to dismissal

Management is responsible for counseling employees within three (3) working days of the last attendance violation providing the employee is present. For the corrective disciplinary actions noted above.

The Company may waive the advance call-in requirements when Management determines that there are extreme circumstances beyond the control of the employee, which result in the failure to make a call as required above.

Employees may appeal four (4) times in a rolling twelve (12) month period by providing evidence of extreme or extraordinary circumstances. Upon the return to work, the evidence must be submitted to the Human Resource Director or other designated member of management.

Tentative Agreement

Signed this th day of October, 2019

For the Union

For the Company

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Letter of Understanding
Modifications/Clarifications to CBA

Vacation

The parties have agreed that for the vacation year commencing January 1, 2016, and subsequent vacation years, the parties have the following understanding:

The Employer will calculate the employees vacation entitlement based on the employee's service he/she will attain during the vacation year in question.

For example if an employee is hired July 1st, 2013 he/she will reach three (3) years of service during the 2016 vacation year (January 1st 2016 to December 31st 2016). The employee will receive their vacation entitlement on January 1st, 2016 based on their service of three (3) years attained during the vacation year from January 1st 2016 to December 31st 2016.

The Parties further agree that if an employee will cross two (2) entitlement levels during a vacation year their vacation entitlement will be based on the first level crossed during the vacation year.

For example an employee is hired November 1, 2015 and will reach ninety (90) days of service during the 2016 vacation year (January 1st 2016 to December 31st 2016). The employee will receive their vacation entitlement on January 1st, 2016 based on their service of ninety (90) days attained during the vacation year from January 1st 2016 to December 31st 2016. They will not be eligible for any further vacation during the 2016 vacation year.

Transition

Following award of an account manpower requirements will be discussed as far in advance as possible with the Local Union to maintain stability and job security within the workforce. In addition, a laid off employee will retain recall rights for a period of twelve (12) months contingent on the candidate passing the drug and background checks.

Any manpower modifications at a location that would result in a major reduction in force will be brought to the attention of the International Union as far in advance as possible following award of an account.

Health Care

The parties agree that in the event that the total monthly costs (which includes but is not limited to premiums costs, taxes, surcharges, penalties) for benefits under Article 20 and Attachment A increases by more than the agreed upon amounts in any year of the Collective Bargaining Agreement then the parties will meet to discuss changes to offset the cost.

If after a period of sixty (60) days following notification of increased costs the parties have not reached an agreement then the Company may make modifications to the benefit provisions to offset the cost until such time as the parties mutually agree to other changes to offset the cost. The Company will endeavor to accomplish the offset through changes in the plan designs or offerings if feasible.

If the parties reach agreement on changes to offset the cost, within sixty (60) days of the notification of the cost increase, the Company will pay the premiums until the provider can institute the agreed upon changes for up to thirty (30) days following the date they reach agreement.

Drug Testing

The parties agree that if an employee of a predecessor employer fails a drug test when transitioning from one supplier to another, the employee will be offered the opportunity to complete a certified drug rehabilitation program, at no cost to the employer, to correct the issue. If the employee refuses the placement then the successor Company will have no obligation to hire the employee.

The employee will enter the certified drug rehabilitation program within thirty (30) calendar days from the date of transition. If the employee successfully completes the drug rehabilitation program within sixty (60) days, which includes a drug test, and submits satisfactory evidence to the successor Company of this fact, the employee will be offered employment, with no loss of seniority, and be subject to random drug testing for twelve (12) consecutive months following the date they commence employment.

Miscellaneous

- 1) The use of identification numbers instead of social security numbers for dues purposes is agreed.

Additionally, the time requirements for payment of Union dues will be extended as agreed.

Deduction of dues for lump sums and other contractually required payments will be forwarded to the Local Union for those employees as permitted by law.

- 2) Notice of intent to arbitrate will be in writing within thirty (30) days unless otherwise mutually agreed or the grievance shall be considered settled on the basis of the last management disposition and not subject to further appeal unless reinstated pursuant to the reinstatement of grievances provisions of this Agreement.
- 3) Management will hold discussions with the Local Union as far in advance as possible when contemplating subcontracting of bargaining unit work.
- 4) Leaders will be determined at the local facility.

It is understood that in that the following language clarifies the parties understanding of the provisions within the CBA.

- (1) The Third Party Employer provision shall only apply to subcontracted operations at which the Union represents the employees. The parties agree ARAMARK's subcontractors are independent subcontractors for any and all purposes and neither this provision nor any other provision will be construed otherwise. The Company retains the right to subcontract or self-perform work at its discretion.
- (2) The Division 1 service attendant classification encompasses the crib attendant and crib clerk position and/or other positions which the parties may subsequently mutually agree to.
- (3) The parties agree that with respect to the ratio of skilled support to non-skilled support positions their understanding is as follows up to two maintenance helper positions for each non maintenance helper position in Division 2.
- (4) The parties hereto agree for the purposes of any seniority rights under the Collective Bargaining Agreement employees must possess the qualification(s), skill(s) and ability to perform the work. The parties agree that where qualification(s), skill(s) and ability are equal seniority will be the determining factor
- (5) The parties agree that the provisions in Article 6 Section 5 Article 8 Section 4 (4) and Article 28 regarding training only applies to the Janitor and Booth Cleaner classifications. The service attendant classification will be discussed locally if and when populated.
- (6) The Union agrees that it will not unreasonably issue any cancellation notice under Article 28
- (7) The parties agree that eligibility for the Company 401 K is upon date of hire for eligible employees.
- (8) The parties agree that for Article 20 and Attachment A permanent full-time employees are defined as permanent employees who are regularly scheduled for thirty (30) hours per week or more. Eligibility for benefits will be the first of the month following completion of sixty (60) days of employment.
- (9) The reference to voluntary recognition by card check in Article 2 is subject to mutual agreement by the parties. Other sites referenced in Attachment D are subject to mutual agreement by the parties.
- (10) The parties hereto for minor schedule changes it will advise the chairperson of the change as far in advance as possible.

Tentative Agreement

Signed this th day of October, 2019

For the Union

For the Company

MEMORANDUM OF UNDERSTANDING

BETWEEN

**ARAMARK MANAGEMENT SERVICE LIMITED
PARTNERSHIP AT GM WARREN**

AND

**INTERNATIONAL UNITED AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW)**

**Aramark Research Laboratory Technician (LT) Memorandum of
Understanding**

Aramark Company and United Auto Workers (UAW) Local 160 Union enter into a Memorandum of Understanding (MOU), where-in the classification, of Aramark Laboratory Technician (LT) Is agreed upon as a stand-alone classification separate from any and all defined classifications under Division 1 Classifications listed in the 2013 UAW/Aramark Collective Bargaining Agreement (CBA).

This agreement will incorporate a separate hourly rate of pay for the LT classification as follows:

1-90 days -\$15.18

After 90 days-\$15.93

After 12 months - \$16.72

After 18 months-\$17.00

Changes and adjustments to this MOU will only be accepted through mutual agreement between Management and Union or through Collective Bargaining Agreements.

Staffing selection was handled jointly by Aramark Management/UAW Local 160. A notice went out for a site wide posting of Lab Tech positions. Potential applicants were given a placement test to seek the knowledge of chemical based research labs, safety knowledge and problem solving skills. All (CBA) guidelines apply. Future openings will be conducted by site wide job postings.

Title,
Aramark Management

Title,
UAW Representative

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MEMORANDUM OF UNDERSTANDING

BETWEEN

**ARAMARK MANAGEMENT SERVICE LIMITED
PARTNERSHIP AT GM WARREN**

AND

**INTERNATIONAL UNITED AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW)**

Aramark Commercial Facilities Painter (CFP)

Memorandum of Understanding

Aramark Company and United Auto Workers (UAW) local 160 Union enter into a Memorandum of Understanding (MOD), where the classification of Aramark Commercial Facilities Painter (CFP) is agreed upon as a stand-alone classification separate from, any and all defined classifications, under Division 2, captured in the 2013 UAW/Aramark Collective Bargaining Agreement (CBA),

This agreement will incorporate a separate hourly rate of pay for the CFP classification as follows:

Introduction Rate = \$21.50
After acquiring 12 months' rate = \$22.25
After acquiring 24 months' rate = \$23.00
CPP leader rate will be \$1.00 over base rate

Applicants seeking such position will be required to show (in documentation form) a minimum of 8 years' experience of related Painter trades work and/or certified Painter Journeyman's Card.

Changes and adjustments to this MOU will only be accepted through mutual agreement between Management and Union or through Collective Bargaining Agreement.

Aramark Management

UAW Representative

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Title: _____

Title: _____

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING

BETWEEN

**ARAMARK MANAGEMENT SERVICE LIMITED
PARTNERSHIP AT GM WARREN**

AND

**INTERNATIONAL UNITED AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW)**

Maintenance Helper Transition Guidelines

Group I: Aptitude test scores/seniority combined.

Group II: Ramsey test scores/seniority combined.

Maintenance Helper Groups consist of the following 4 separate classifications:

1. **General Helper Team:** (Cleaning/changing of ventilation filters, light fixture cleaning and project moves for example.) These openings will be offered to all Group I pool applicants, high score down.
2. **Painter Helper Team:** (Wall painting, drywall repair, for example.) This group will be offered to General Helper Group first by seniority, then to Group I Pool high score down.
3. **Mechanical Helper Team:** HVAC, Pipefitter, Millwright responsibilities. These openings will be offered to Group II applicants, high score down.
4. **Electrical Helper Team:** Electrical responsibilities. These openings will be offered to Group II pool applicants, first, then to eligible candidates from future site wide testing.

Transition Guidelines

- General Helpers who enter into Painter Helper, Electrical/Mechanical Helper Group cannot immediately apply for future openings in Painter Helper/General Helper, Service Attendant

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Teams if they chose to leave these groups. They must return to Housekeeping and enter into groups as Helper and Service Attendant opportunities arise.

- Any Helper reduced from a Helper group will be afforded new openings in their prior Helper group before referencing test score applicants.
- Each of the 4 separate Helper classifications that are Electrical, Mechanical, Painter, General Helper, and Service Attendant groups will be placed on their own separate equalization list.
- Any Helper transferring from 1 Helper classification to another different Helper classification will start a new classification date of entry seniority date.
- Any and all Maintenance Helpers who voluntarily quit their Helper position and return to HK will lose any seniority accumulated in the exited classification. If helper is forced out by business decisions, then CBA guidelines apply.
- Helper Group workers will be afforded Painter Helpers openings first and then test scores.
- Mechanical Helper group will consist of more than one trades classification.
- All employees shall have the right to return to Housekeeping (HK) duties from Maintenance Helper Group as openings are posted per the Collective Bargaining Agreement (CBA). Employee's returning to their former HK from Helper group will hold their Housekeeping plant seniority date.
- Employee's will be allowed to take the. Aptitude and or Ramsey test once every calendar year. Corporate (date of hire) seniority will always hold for employee's vacation time, but employee will acquire new date of entry "new classification seniority" when entering into these new plant classifications.

Any recent documented disciplinary concerns that would not permit employee to qualify for Helper opening will be at the discretion of Aramark management.

Test score applicants can refuse opening opportunity and still maintain their position on test list to be afforded future openings.

This is a living agreement. Any and all changes to this document will be instituted only through mutual agreement between 3rd party Management and UAW Local 160 Representatives.

Aramark Management

UAW Representative

Title: _____

Title: _____

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Date: _____

Date: _____

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MEMORANDUM OF UNDERSTANDING

BETWEEN

**ARAMARK MANAGEMENT SERVICE LIMITED
PARTNERSHIP AT GM WARREN**

AND

**INTERNATIONAL UNITED AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW)**

At the request of the International Union Automobile, Aerospace and Agricultural Implement Workers of America (UAW) and its Local 160 (hereafter referred to as the "Union"), Aramark Management Service Limited Partnership at GM Warren (hereafter referred to as the "Company"), agree that:

1. The work formerly performed under the classification of Aramark Facility Service Coordinator in RSB building will be performed by the appropriate classification in Division 2 - Skilled Trades and Maintenance Activities of the Agreement¹.
2. The rate of pay for the classification will be the appropriate hourly rate listed in the Classification Rates for Division 2 - Skilled Trades and Maintenance Activities.
3. Upon execution of this Agreement, open positions will be posted in accordance with the provisions of Article 8, Section 4 of the Agreement.
4. It is understood that this Memorandum of Understanding is prospective in nature and will not be considered as precedent for any other incident or issue arising between the parties.
5. It is further understood that neither entry into this Memorandum of Understanding, nor the consideration provided herein constitutes an admission of liability or wrongdoing on the part of the Company. Any such liability is expressly denied. This Agreement is entered into solely in compromise of disputed claims in order to bring about a resolution of this matter.

Aramark Management

UAW Representative

¹ AGREEMENT Between Aramark Management Service Limited Partnership GM Warren and International Union Automobile, Aerospace and Agricultural Implement Workers of America (UAW) hereafter the "Agreement"

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Title: _____

Title: _____

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MEMORANDUM OF UNDERSTANDING

BETWEEN

ARAMARK MANAGEMENT SERVICE LIMITED
PARTNERSHIP AT GM Flint

AND

INTERNATIONAL UNITED AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW)

ARTICLE 14 – EQUALIZATION OF OVERTIME

Section: Charging Overtime Hours:

Existing Language:

7. Should more than one employee have the same number of hours, plant seniority will prevail. If they both have the same plant date, the tie breaker will be the last four digits of the Social Security number (0-low and 9-high).

Proposed Language that stays consistent with Article 6, Section 1 – Seniority Proposal that was submitted to Company on September 30, 2013.

7. Should more than one employee have the same number of hours, plant seniority will prevail. If they both have the same plant date, the tie breaker will be the last four digits of the Social Security number (0-~~low~~ and 9-~~high~~). *low* *high*

For the Union

For the Company



ARTICLE 14 – EQUALIZATION OF OVERTIME
Effective January 1, 2014

Section 5: Changing Overtime Hours

Clause 15 New:

15. In the event the processes set out in Section 1, 2 and 3 fail to secure the required manpower, and the employees with the lowest hours in the classification and shift will be required to work, the only employees to be charged overtime hours will be those employees with the lowest hours in the classification and shift who have been required to work.

For the Union

For the Company



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MEMORANDUM OF UNDERSTANDING

BETWEEN

**ARAMARK MANAGEMENT SERVICE LIMITED
PARTNERSHIP AT GM Flint**

AND

**INTERNATIONAL UNITED AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW)**

In reference to the letters of understanding contained in the Master Agreement on pages 41 – 42, the parties under the local flexibility section in said agreement have reached the following agreement:

In Article 6. Section 1 – Seniority the following language is contained in the agreement:

Seniority is defined as length of continuous service with the Company and is accrued upon completion of the probationary period. If an employee transfers to another facility they will establish a new plant date in the event more than one employee has the same plant seniority date, the tie breaker will be determined by the last four digits of an employee's Social Security number 0-low and 9-high). Seniority will be retroactive to the first day worked at the respective GM facility.

The local parties have agreed (with ratification from the membership) to the following change based on the past practice since the inception of the unit.

Seniority is defined as length continuous service with the Company and is accrued upon completion of the probationary period if an employee transfers to another facility they will establish a *new* plant seniority date in the event more than one employee has the same plant seniority date, the tie breaker will be determined by the last four digits of an employee's Social Security number (9-low and 0-high). Seniority will be retroactive to the first day worked at the respective GM facility.

For the Union

For the Company

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ARTICLE 4: CHECK-OFF

Union Security and Check Off of Union Membership Dues

(9) Dues deductions to be remitted to the designated financial officer of the Local Union, once each month by electronic transfer to a designated account provided by the Local Union, if possible, as soon as available, but no later than thirty-days (30) after the regular deduction date.

The Company shall furnish the designated financial officer of the Local Union, monthly, with the names, identification numbers, and department numbers of those for whom deductions have been made.

The amounts of the deductions and the amounts deducted, by employee in electronic format per the request to the local union financial officer.

Tentative Agreement

Signed this th day of September, 2019

For the Union

For the Company



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ARTICLE 6: SENIORITY

Section 5 - Recalls

Recall of laid off employees from layoff will be in reverse order of seniority (last out, first back). It is the employee's responsibility to keep a current address and telephone number on file with the Company for recall notification purposes, as outline in Section 7 below. The Company will provide reasonable training within the employee's classification to support the skill(s), ability and qualifications to perform the job.

Tentative Agreement

Signed this th day of September, 2019

For the Union

For the Company

ARTICLE 7: CLASSIFICATIONS DIVISION 1

Section 2: Shift/Schedule Preference:

Employees will be allowed to exercise Shift/schedule Preference moves within their current classification once every six (6) months provided they have the appropriate training. Shift Preference/schedules moves will be awarded based on plant seniority and honored within seven (7) calendar days unless otherwise agreed to by management and the union chairperson.

The displaced employee will transfer to the position held by the employee who requested the change in shift/schedule provided they have the appropriate training. If an employee that has exercised a shift/schedule preference and is subsequently bumped prior to the end of the closed six (6) month period, the employee will be allowed to exercise another shift/schedule preference as defined above. Temporary shift/schedule changes can be granted with mutual agreement between management and the union chairperson.

Tentative Agreement

Signed this th day of September, 2019

For the Union

For the Company

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ARTICLE 8: JOB POSTING DIVISION 1

Section 3: Temporary Assignment

Sixty (60) calendar days up to one-hundred and twenty (120) calendar days.

- I. Openings will be posted for three (3) working days. During the posting period, the position will be filled at Management's discretion.
2. The parties agree that where qualification(s), skill(s) and ability are equal seniority will be the determining factor in awarding the job opening.
3. In the event the employee decides he/she does not want to perform the job the employee will be returned to their previous classification and shift; and the employee will be restricted from bidding on other temporary job openings for ninety (90) calendar days.
4. Employees awarded temporary jobs through the posting process will not be restricted from bidding on a permanent job opening.
5. Upon completion of the temporary job assignment, the employee will be returned to their previous classification and shift, seniority permitting.
6. Secondary openings, created by filling a job posting, will be back-filled by temporary assignment at Management's discretion.
7. Temporary job compensation is located in Attachment B - Wages.

Tentative Agreement

Signed this th day of September, 2019

For the Union

For the Company

ARTICLE 8: JOB POSTING DIVISION 1

Section 4: Permanent Job Openings

All permanent job openings for jobs projected to last over one-hundred and twenty (120) calendar days will be filled as follows:

1. Primary openings will be posted for seven (7) calendar days.
2. The parties agree that where qualification(s), skill(s) and ability are equal seniority will be the determining factor in awarding the job.
3. Transfer within fourteen (14) calendar days after the posting period has ended unless time limit is extended by mutual agreement between the parties or the opening is eliminated by the customer.
4. Employees will be provided the reasonable training to support the skills(s), ability and qualifications necessary to perform the job.
5. The employee and management will have an evaluation period of ten (10) working days to review the candidate's job performance and interest in performing the job. Upon satisfactory completion of the tenth (10th) working day, the employee will be restricted from returning to their previous classification and shift and will be restricted from bidding on other permanent job postings for ninety (90) calendar days from the date of the original job award.
6. In the event management determines the employee cannot perform the job within the ten (10) day period, the employee will be sent back to their previous job assignment and will not be restricted from bidding on other job postings.
7. In the event the employee decides they do not want to perform the job within the ten (10) day period, the employee will be returned to their previous shift and classification and will be restricted from bidding on other permanent job postings for ninety (90) calendar days from the date of the original job award.
8. During the time required to fill the job openings, it may be filled through temporary assignment.
9. Secondary openings created by filling primary openings will be filled at management's discretion.
10. Jobs that are not filled by the job bid process will be filled with new hires per Article 3: Permanent Employment Probationary Period.
11. Postings for job openings will be posted in each classification for seven (7) calendar days and will include the following information:
 - Classification
 - Shift
 - Schedule as referred to in Article 12: Workweek and Relief
 - Description of job
 - Number of job openings
12. It is understood that the actual schedule and job responsibilities may be subject to change based upon the needs of the job and the facility.

Tentative Agreement

Signed this _____ th day of September, 2019
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For the Union

For the Company

Article 11 Union Activity

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Section 1 – Union Activity Time

The Company will not deny any representative of the Union who is fulfilling the duty of administering this Agreement an opportunity to confer with a manager, another union representative and/or employee. Upon an employee's request, a union representative will be present at investigative meetings between Management and Employee(s).

The unit representative will be allowed reasonable time to conduct union activities and will be paid the appropriate rate of pay for any hours worked above the scheduled shift with prior approval of Management. Unit Chairpersons will be allowed up to forty (40) hours per week in plants over one hundred fifty (150) employees, six (6) hours per week in plants over fifty (50) employees, four (4) hours in plants of nine (9) employees up to fifty (50) employees and two (2) hours in plants of nine or less employees for union business. ~~Unit Chairpersons will be allowed up to six (6) hours per week in plants over fifty (50) employees, four (4) hours in plants of nine (9) employees up to fifty (50) employees and two (2) hours in plants of nine or less employees for union business.~~ If additional time is needed for union business, the representative may appeal to their supervisor for consideration of additional time and will be paid the appropriate rate of pay. Any disputes may be taken up with the appropriate Union and Management Representatives. The parties recognize that there may be circumstances/situations where the Unit chairperson's Union time would need to be done offsite. It is agreed that should this need occur, the Chairperson will give at least 24-hours advance notice to the Site Manager where practicable. All Union activities administering this Agreement must minimize interference with operations.

Tentative Agreement

Signed Agreement th day of October, 2019

For the Union

For the Company

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ARTICLE 13: OVERTIME PREMIUMS

Overtime pay will be paid in accordance with the following provisions:

- All hours in excess of forty (40) hours in a normal workweek will be paid at one and one half (1-1/2) time the regular rate of pay. All contractual time off will count towards the forty (40) hour requirement.
- All hours in excess of forty-eight (48) hours and worked on the seventh ~~day~~ shift of the employee's normal workweek will be paid at two (2) time the regular rate of pay.
- All hours worked on a holiday as specified in Article 15: Holidays will be paid at two (2) times the regular hourly rate of pay in addition to the holiday pay (if otherwise eligible).
- Overtime or premiums provided for under any provision of this Agreement shall not be duplicated (i.e., in case certain hours worked are covered under two premium provisions in this contract) pay shall be computed under each premium and the greater amount only shall be paid.

Tentative Agreement

Signed this th day of September, 2019

For the Union

For the Company



ARTICLE 14: EQUALIZATION OF OVERTIME

Section 3: Holiday Overtime

1. Holiday overtime will be awarded to employees by order of low hours within their classifications, and shift. The work schedule is frozen during the week the overtime occurs. In the event employees eligible for overtime have matching hours and classification, the overtime will be awarded by order of the highest plant seniority to lowest plant seniority. If both employees have the same plant seniority date, the tie breaker will be the last four digits of their Social Security number (0-low and 9- high).
2. Management will notify employees of holiday overtime at least twenty-four (24) hours prior to the beginning of the overtime period or as soon as the need for overtime is known.
3. Employees cannot accept holiday overtime on another shift if they are eligible for holiday overtime on their assigned shift.
4. If in the event the process fails to secure the required manpower, the employees with the lowest hours in the classification and shift will be required to work.
5. Employees who accept overtime and fail to report for work for that overtime will be charged double the hours the employee would have been paid if he/she worked. In addition the absence will be charged subject to the Attachment C- Attendance Program.

Tentative Agreement

Signed this th day of September

For the Union

For the Company

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ATTACHMENT B - WAGES - DIVISION 1

Team Leaders

Team Leaders will be selected from those employees that are able to perform all functions within their classification.

Team Leaders in Division One (1) classifications will be paid fifty (50) cents per hour above their current base rate. Team Leads may exercise their seniority rights under Article 8 (Job Posting) and opt to step down from the Team Lead position upon acceptance.

Tentative Agreement

Signed this th day of September, 2019

For the Union

For the Company

ATTACHMENT B-WAGES-DIVISION 1

Pay Frequency

Employees will be paid bi-weekly unless otherwise dictated by Federal, State or Local law. Employees will be required to have direct deposit of their payroll checks or opt for a pay card. A copy of the employees payroll stub will be provided by the Company each pay period with a transition to on-line systems in the future.

Tentative Agreement

Signed this th day of September, 2019

For the Union

For the Company

ATTACHMENT B-WAGES-DIVISION 1

Temporary Job Compensation

4. If an employee is pulled from their normal job and required to perform tasks that are outside the scope of work in their classification, the employee will be compensated at the next highest rate, unless already at top rate, on the first day on the job and ending on the last day on the job.

Tentative Agreement

Signed this th day of September, 2019

For the Union

For the Company



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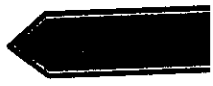
ATTACHMENT C-ATTENDANCE POLICY

INTRODUCTION

Employees are expected to be on the job, on time, every day that they are scheduled to work. Regular attendance is both the employee's responsibility and a requirement of all jobs. Wherever possible, employees should schedule all medical and personal appointments outside of work hours. Unscheduled absences, late arrivals, early departures are grounds for disciplinary action. Employees who expect to be absent, late, or leave early are expected to notify his/her immediate supervisor as soon as possible, but no later than one (1) hour prior to the start of the shift. The fact that an absence has been reported does not excuse the absence. No points will be assessed for early departures with prior written approval from the Company. This policy is a minimum standard for employees. The Company will comply with all Federal and State laws and regulations.

Tentative Agreement

Signed this th day of September, 2019



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ATTACHMENT C - ATTENDANCE
POLICY

Ways to Reduce Points

When a point or fraction thereof becomes twelve (12) months old, it will drop from the record, provided the employee has been actively working. If an employee has perfect attendance for thirty (30) calendar days, meaning no new points added, one-half (1/2) of a point will be reduced from his/her record from the most recent occurrence.

Tentative Agreement

Signed this th day of September, 2019

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ATTACHMENT C - ATTENDANCE POLICY

Other Considerations

If an attendance violation involves a series of consecutive days due to a legitimate illness (unscheduled sick leave) and the Company is adequately notified, the series will only count as one (1) point. This would include early outs covered by doctor's notes as well.

Tentative Agreement

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Local Flexibility

The parties acknowledge that there may be instances where issues arise that are specific to your location that need to be addressed. Doing so in the form of a "Letter of Understanding" (LOU) is acceptable. Any (LOU) will require UAW Regional and UAW International National parties approval prior to the Membership approval. LOU's cannot super cede the Master Agreement.

ARTICLE 15: HOLIDAYS

Section 1

Holidays will be paid as per Article 13: Overtime Premiums; including differentials received by the employee will be included towards the forty (40) hours for the workweek. In the event that the holiday falls outside of the employee's normal workweek, the employee will receive an alternate day off as their holiday usually within the same workweek.

Tentative Agreement

Signed this th day of September, 2019

For the Union

For the Company

ARTICLE 20: INSURANCE

The Company agrees to provide medical, dental, vision, disability insurance, life insurance benefits and an Employee Assistance Program as defined in Attachment A — Benefits, subject to eligibility requirements. Permanent Full-time Employees will become eligible for the above benefits on the first day of the month following completion of sixty days of employment ~~their ninety (90) day probationary period~~. Part-Time/On-Call employees will have the availability to purchase benefits upon completion of their 480-hour probationary period.

Permanent Full-time employees are defined as permanent employees who are regularly scheduled for thirty (30) hours per week or more.

Policy Controlling

The terms and conditions of the respective policies are controlling, and no-disputes regarding this Article are subject to Arbitration. The Company will make every effort to work with the employee(s) to resolve concerns, problems or issues with the respective insurance carrier.

Change Carriers

All plan designs, coverage levels and carriers shall remain the same for the duration of this agreement except due to economic reasons or for other legitimate business reasons, the Company may elect to change insurance carriers or opt to self-fund the coverage. Before any change can be made, the Company will convene a meeting with the UAW International Union to review and discuss and reach mutual agreement on the network and service levels of the carrier in advance of any final selection of the insurance carrier or other changes to the Plan.

Government Mandated Health Care

If during the term of the Collective Bargaining Agreement between the Company and the Union signed today, any national health insurance act (other than a Workers Compensation or occupational health law) is enacted or amended to provide any health care benefits for employees, retired employees, surviving spouses, and their dependents, which in whole or in part duplicate or may be integrated with the benefits under the Program, the Benefits under the Program shall be modified in whole or in part, so as to integrate or so as to eliminate any duplication of such benefits with the benefits provided by such federal law. This integration shall be designed to maintain such integrated benefits as nearly comparable as practicable to the benefits provided in the Program. Such integration shall not result in persons covered under the Program having to pay deductibles or copayments for benefits which they would not otherwise pay under the Program. If any such federal law is enacted or amended, as provided in the paragraph above, the Company will pay, beginning with the date benefits under such law become available and continuing through the expiration of the current Collective Bargaining Agreement, any premiums tax or contribution that employees who are eligible for Company-paid coverage's under the law for benefits which may be integrated with the Program.

This includes payments that are specifically earmarked or designated for the purpose of financing the program of benefits provided by law, in addition to any premiums, taxes or contributions required of the Company by law. If such premiums, taxes or contributions are based on wages, the Company will pay only the premiums, taxes or contributions applicable to wages received from the Company.

Any savings realized by the Company from integrating or eliminating any duplication of benefits provided under the Program with the benefits provided by law shall be retained by the Company.

These understandings are conditioned on the Company's obtaining and maintaining such governmental approval as may be required to permit the integration of the benefits provided under the Program with the benefits provided by any such law; otherwise the Company and the Union shall meet and develop an acceptable alternate to accomplish the intent of this letter for the remaining term of the Agreement. The Parties will meet promptly following the enactment of such legislation in order to assure a smooth implementation of and transition to the integrated program addressed in this letter.

ARTICLE 17: LEAVES

Seniority will accrue during leaves contained in Article 17.

Personal Leave

Permanent employee(s) with more than one year of seniority may make written request (except in emergencies) for a personal leave of absence without pay. The request must state the nature and duration for the leave. Management may grant such requests up to thirty (30) calendar days and reserves the right to grant an extension upon request for up to two (2) additional thirty (30) day calendar periods. Management may grant employees with less than one (1) year of seniority such a leave in emergency circumstances, Company provided health care ~~benefits~~ coverage will terminate at the end of the month in which the leave began.

Family Medical Leave

Certain employee(s) are eligible for unpaid leave for certain qualifying circumstances in compliance with the Family Medical Leave Act (FMLA) of 1993. Employees may use vacation at their discretion. Nothing in this Agreement will impair or diminish any rights or obligations of employees as contained in the FMLA and the Company reserves the right to implement and administer the FMLA policy, a copy of which has been provided to the union. Company provided health care coverage is protected under Federal law for up to twelve (12) weeks. FMLA leaves will run concurrent with leaves contained in this article. ~~Benefits~~ Coverage will terminate at the end of the month in which that twelve (12)-week maximum is met.

Military Leave

Employee(s) who are called to perform short-term active duty as a member of the United States Armed Forces Reserve or National Guard will be granted a military leave of absence on the basis of the personal leave provision and applicable law. Company provided health care ~~benefits~~-coverage will terminate at the end of the month in which the leave began.

Union Leave

Leaves of absence (without pay) for UAW Union activities will be granted to bargaining unit members for the duration of the assignment. The Union will provide written verification of such activities and will attempt to provide at least one (1) week advance notice. No more than four (4) employees from any site shall be off at the same time. For employees requesting a union leave, Company provided health care ~~benefits~~ coverage will terminate at the end of the month in which the leave began.

Education Leave

Employee(s) who are enrolled in College, Trade School or GED Equivalency courses that conflict with an employee's work schedule may be given the required time off as unpaid to support their contribution of higher education goals. All educational leaves will be unpaid and supporting documentation will be required prior to such leave being reviewed for approval. Approvals will be made by the Facility Manager or his/her designee and will be based upon operational needs. Company provided health care ~~benefits~~ coverage will terminate at the end of the month in which the leave began.

Other Provisions

Those who return from leaves of ninety (90) calendar days or less will return to their classification and shift, seniority and the ability to perform the job permitting. Upon return from a leave greater than ninety (90) calendar days, an employee will have return rights as follows, provided the employee has seniority and ability to perform the job:

- a. Classification
- b. Shift in a lower rated classification
- c. Division in a lower rated classification

Employees on approved Workers' Compensation leaves of absence will have Company provided health insurance continued for up to twelve (12) ~~six (6)~~ months. After twelve (12) ~~six (6)~~ months, the case will be reviewed.

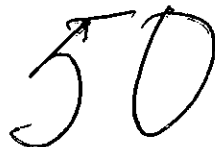
Employees on approved medical leaves of absence other than Workers' Compensation will have Company provided health insurance through the end of the month in which the leave began.

Tentative Agreement

Signed this th day October, 2019

For the Union

For the Company



ATTACHMENT C – ATTENDANCE POLICY

Point Scale

- Range from 1/2 through 8
- 1/2 point for tardiness or early quit
- 1 point for an absence with advance call-in
- ~~1.25 points for an absence with call-in later than one (1) hour prior to shift~~
1.5 points for an absence with call-in later than one (1) hour prior to shift
- 2 points for an absence with no-call, no-show

Late vs. Absent

The parties agree that employees who are four (4) or more hours late for their scheduled shift may be sent home by Management if their job has already been covered. If the employee is sent home, they will be assessed points in accordance with a full-shift absence as outlined above. If Management elects to allow the employee to work the remainder of their shift, they will be assessed the applicable points for being tardy.

Stay Out of the System

Available contractual time to stay out of system includes leaves, vacations, personal days, holidays and

E-VAC days provided the employee calls in at least one (1) hour prior to the start of their shift.

Tentative Agreement



MISCELLANEOUS ITEMS

Inclement Weather Division 1 & 2 - Outside gear will be provided by the Company where the majority of the employee's work is performed outdoors.

Tentative Agreement

Signed this th day October , 2019

For the Union

For the Company

ARTICLE 28: PART-TIME EMPLOYEES - DIVISION 1

Part-time permanent employees and part-time/on-call employees will be primarily utilized to cover absenteeism and special projects, outside the normal scope of work, awarded by the customer. The Company and the Union recognize that there are times when there are special projects requested by the customer, or in the case of shutdown, cannot be performed on a timely basis by the existing employees. The parties agree that part-time employees can be hired to help complete the required work on a timely basis. Employees on layoff will be given first opportunity for any work. If a full-time employee on layoff denies an opportunity to work part-time on more than three (3) occasions, they will not be offered the opportunity again. They will still have recall rights for full-time employment status in line with their seniority. If a part-time employee refuses work on three (3) or more occasions within a six (6)-month period, they will be considered a voluntary quit and their employment will be terminated.

A part-time employee is normally scheduled to work less than thirty-two (32) hours per week, however there may be occasions where part-time employees may be scheduled full-time hours while covering absenteeism or while working on special projects.



A part-time/on-call employee is eligible for union membership and rights of representation after completion of four hundred and eighty (480) working hours. Part-time employees who work forty (40) hours or more in a calendar month shall be required to meet the requirements of a full-time employee for the purpose of initiation fees and dues paid to the UAW International Union.

The intent of the agreement is not to utilize part-time employees in a manner to avoid hiring of full-time employees. Any location utilizing a part-time employee to cover a work week of forty (40) hours or more, (other than agreed to circumstances i.e. absenteeism), will be required to recall/hire an employee on a full-time basis. If the Union feels the Company is not utilizing part-time employees as to the intent of this agreement, the UAW Regional Director or his/her designee will first meet with the Company to address their concerns. If the Company fails to correct the concerns following the plan agreed upon with the UAW Regional Director or his/her designee, the Union may cancel the use of part-time employees, at this facility, pending a two (2) week advance written notice of termination to the Company. Any time there are part-time employees needed to



On a monthly basis, the Chairperson will review the call-in list, absentee list, and hours worked. Upon request, the Company will provide the Chairperson with a copy of the aforementioned lists.

Permanent part-time employees at any of the locations covered by this agreement will be treated the same as full-time employees for wages, benefits and all other topics relating to this agreement unless specified otherwise in this agreement.

Part-time/on-call employees will be paid three dollars (\$3.00) per hour more than the base wage rate for the classification they are part of in lieu of benefits.

When a full-time opening occurs at the facility, the position will be filled first from employees on layoff, transfer requests, and then part-time employees before going outside of this facility. The candidate will be selected by Management based on performance, skills and abilities to perform the job and the amount of time worked for the Company. Management will provide training if necessary.

ARTICLE 15: HOLIDAYS

Section 2

Employees who work on a designated holiday, and are otherwise eligible for holiday pay, will be paid for the holiday(s) during the week they are celebrated. To be eligible for holiday pay, an employee must work their regularly scheduled shift immediately prior to and the regularly scheduled shift following the holiday unless the absence is due to an approved contractual absence, including E-VAC or vacation days approved in advance, as provided in this agreement or is placed on layoff status within seven (7) calendar days of the holiday.

Use of an E-VAC day on the shift immediately prior to or the shift immediately following a holiday will disqualify an employee from receipt of holiday pay.

Appeals may be made to the site manager in the event of extreme emergencies of highly unusual circumstances and will be final.

An employee is not eligible for holiday pay if the holiday falls during a personal, FMLA, short-term or long-term disability leave, military leave, educational leave, layoff, union leave or work-related injury leave.

A holiday that falls in the period in which an employee has scheduled his/her vacation will not be counted against their vacation entitlement.

For purposes of pay and observing the holidays, the agreed upon holidays will be observed on the same day as GM. AWS (Alternative Work Schedule) employees may be placed on a regular five (5) day, eight (8) hour per day work-week during the week which the holiday is observed in order not receive less than a 40-hour work week.

Tentative Agreement

Signed this _____ th day of September, 2019

For the Union

For the Company

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Article 16: VACATIONS

Vacation Eligibility

The parties have agreed that for the vacation year commencing January 1, 2016, and subsequent vacation years, the parties have the following understanding:

The Employer will calculate the employees vacation entitlement based on the employee's service he/she will attain during the vacation year in question.

For example, if an employee is hired July 1st, 2013, he/she will reach three (3) years of service during the 2016 vacation year (January 1st, 2016 to December 31st 2016). The employee will receive their vacation entitlement on January 1st, 2016 based on their service of three (3) years attained during the vacation year from January 1st, 2016 to December 31st, 2016.

The Parties further agree that if an employee will cross two (2) entitlement levels during a vacation year their vacation entitlement will be based on the first level crossed during the vacation year.

For example, if an employee is hired November 1, 2015 and will reach ninety (90) days of service during the 2016 vacation year (January 1st, 2016 to December 31st, 2016). The employee will receive their vacation entitlement on January 1st 2016 based on their service of ninety (90) days attained during the vacation year from January 1st, 2016 to December 31st 2016. They will not be eligible for any further vacation during the 2016 vacation year.

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