

## SUPPLEMENTAL AGREEMENT

Agreement made this 17 day of August, 2015 by and between Industrial, Technical, and Professional Employees Union, OPEIU Local 4873, AFL-CIO, hereinafter referred to as the "Union", and Meridian Food Service, LLC, hereinafter referred to as the "Company".

Whereas, the parties have entered into a Collective Bargaining Agreement effective November 1, 2013 covering wages, hours and working conditions of the non supervisory food service employees employed by the Company at Meridian Naval Air Station, MS under contract number N6886-13-C-0030 (and any and all successor contract numbers), and

Whereas, the said Agreement provides that the parties shall meet on or about June 1<sup>st</sup> for the purpose of negotiating changes in wages and fringe benefits.

Now, therefore, it is hereby agreed as follows:

### APPENDIX A - WAGES

	CURRENT	EFFECTIVE <u>OCTOBER 1, 2015:</u>
Data Entry Clerk	\$14.42	\$14.67
Head Cook	\$12.62	\$12.87
Cook II	\$12.37	\$12.62
Cook I	\$11.62	\$11.87
Baker	\$12.37	\$12.62
Food Service Worker	\$10.87	\$11.12
Vegetable Preparation	\$11.02	\$11.27
Cashier	\$11.05	\$11.30
JOD	\$12.37	\$12.62

### APPENDIX B - HEALTH & WELFARE

#### CURRENT:

The Company shall contribute to the ITPEU Health and Welfare Fund the sum of four dollars and two cents (\$4.02) per hour for all straight time hours worked plus all hours paid for vacation, holidays and sick leave, for each and every employee covered by this Agreement.

In executing this Agreement, the Company agrees to be bound by the terms and conditions of the Agreement and Declaration of Trust establishing the ITPEU Health & Welfare Plan and any amendments duly adopted thereto.

The Company further agrees to be bound by all resolutions and other actions taken by the Board of Trustees of the ITPEU Health and Welfare Fund.

### **Contributions for Family or Medical Leave**

The Company shall contribute **four dollars and two cents (\$4.02) per hour** to the ITPEU Health and Welfare Fund on behalf of any employee who is on a family or medical leave of absence under the federal Family and Medical Leave Act.

In order to be eligible for such contributions, an employee must have worked for the Company or its predecessor at the Base for a total of twelve (12) months and for at least 1,250 hours in the twelve (12) month period preceding the period of family or medical leave.

In no event shall contributions for family or medical leave exceed a period of twelve (12) weeks per employee in any calendar year. The hours of contributions for each week of family or medical leave shall be calculated by determining the average weekly hours worked by the employee during the twelve (12) week period preceding family or medical leave, including all hours during said period of paid vacation, holiday and/or sick leave.

### **EFFECTIVE OCTOBER 1, 2015:**

The Company shall contribute to the ITPEU Health and Welfare Fund the sum of **four dollars and twenty seven cents (\$4.27) per hour** for all straight time hours worked (excludes overtime) for each and every employee covered by this agreement. There is no requirement for the Company to contribute to this Fund for other paid hours due to the coverage of the unit employees under the ITPEU Annual Benefit Fund and the benefits it provides.

In executing this Agreement, the Company agrees to be bound by the terms and conditions of the Agreement and Declaration of Trust establishing the ITPEU Health and Welfare Plan, and any amendments duly adopted thereto.

The Company further agrees to be bound by all resolution and other actions taken by the Board of Trustees of the ITPEU Health and Welfare Plan.

### **Contributions for Family or Medical Leave**

The Company shall contribute **four dollars and twenty-seven cents (\$4.27) per hour** to the ITPEU Health and Welfare Fund on behalf of any employee who is on a family or medical leave of absence under the federal Family and Medical Leave Act.

In order to be eligible for such contributions, an employee must have worked for the Company or its predecessor at the Base for a total of twelve (12) months and for at least 1,250 hours in the twelve (12) month period preceding the period of family or medical leave.

In no event shall contributions for family or medical leave exceed a period of twelve (12) weeks per employee in any calendar year. The hours of contributions for each week of family or medical leave shall be calculated by determining the average weekly hours worked by the employee during the twelve (12) week period preceding family or medical leave, including all hours during said period of paid vacation, holiday and/or sick leave.

## APPENDIX C - VACATION

### CURRENT:

Two (2) weeks of paid vacation after one (1) year of continuous service with a contractor or successor contractor.

Three (3) weeks of paid vacation after five (5) years of continuous service with a contractor or successor contractor.

Four (4) weeks of paid vacation after ten (10) years of continuous service with a contractor or successor contractor.

### EFFECTIVE OCTOBER 1, 2015:

Vacations will be paid out through the ITPEU Annual Benefit Fund with the following exception:

Two (2) weeks paid vacation after one (1) year of service with a contractor or successor.

Three (3) weeks paid vacation after five (5) years of service with a contractor or successor.

Four (4) weeks paid vacation after ten (10) years of service with a contractor or successor.

## APPENDIX D - HOLIDAYS

### CURRENT:

New Years Day

Martin Luther King, JR's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

### EFFECTIVE OCTOBER 1, 2015:

Holidays will be paid out through the ITPEU Annual Benefit Fund.

## APPENDIX E - JURY DUTY

### CURRENT:

The employer shall compensate all employees who are called for Jury Duty Service for the difference between the amount of Jury Duty received and the amount the employee would have earned had he/she not served. It is understood that employees working a shift that the jury services does not conflict with, will be expected to report to work. The employee must furnish proof of jury service.

### EFFECTIVE OCTOBER 1, 2015:

Jury Duty will be paid out through the ITPEU Annual Benefit Fund.

## **APPENDIX F - SICK LEAVE**

### **CURRENT:**

#### **Section A**

All employees shall receive paid sick leave benefits accruable on the basis of one (1) day for each two (2) months worked. The maximum days earned per year will be six (6) days.

#### **Section B**

All accrued unused sick leave benefits shall be paid to all eligible employees in cash on September 30<sup>th</sup> of each year, or when the employee leaves the company's employ, whichever comes first.

#### **Section C**

No employee shall be eligible for paid sick leave until they have accrued a minimum of one (1) day. Any employee who voluntarily resigns from the employment of the company and having accrued less than one (1) day of sick leave, shall not be entitled to sick leave pay.

#### **Section D**

Upon applying for sick leave benefits, an employee may be required to furnish the company with a signed, bona-fide physician's statement attesting to the employee's physical condition and duty status.

The physician's statement must indicate that the employee was not able to work, describe the particular medical condition that prevents the employee from working, the time the employee is expected to be absent for recovery from the condition, and the date the employee can expect to return to work. The Company need not accept non-specific physician's statements that do not comply with the requirements set forth above.

#### **Section E**

It shall be a condition of qualifying for paid sick leave benefits that an employee calls either their immediate supervisor or company representative within a reasonable amount of time prior to their regular scheduled work period, advising of their intention to take sick leave, in order that the company may be obtain a temporary replacement.

### **EFFECTIVE OCTOBER 1, 2015**

Sick Leave will be paid out through the ITPEU Annual Benefit Fund.

## APPENDIX G - UNIFORM ALLOWANCE

### CURRENT & EFFECTIVE OCTOBER 1, 2015:

The Company shall provide a uniform allowance of fifteen (\$ 0.15) cents per hour worked for the laundering and maintenance of company-provided uniforms. However, in those instances where the uniforms furnished are made of "wash and wear" materials, and are routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, the company will not be required to reimburse the employees for uniform maintenance costs.

## APPENDIX H - BEREAVEMENT LEAVE

### CURRENT:

In the instance of the death of a member of the immediate family of an employee, the company will grant a paid leave not to exceed three (3) days annually to enable such employee to attend the funeral and otherwise assist in the burial of such member of the family. A day's pay shall consist of the employee's regularly scheduled hours for the days during which the bereavement occurs, and shall be applicable only to those days within his regular workweek. The term "Immediate Family" as used herein shall consist of the following members only:

**Mother, Father, Spouse, Children, Siblings, Grandparents and Grandchildren**

No employee otherwise entitled to leave under this article shall receive such benefits unless he gives the Company reasonable notice before taking time off for bereavement purposes, and provides adequate documentation of his bereavement upon request of the Company. In order to qualify for bereavement, an employee must have completed the probationary period set forth.

### EFFECTIVE OCTOBER 1, 2015:

Bereavement Leave will be paid out through the ITPEU Annual Benefit Fund.

## APPENDIX I - PENSION

### CURRENT:

The Company shall contribute to the ITPEU Pension Fund the sum of **sixty cents (\$0.60) per hour** for all hours worked, all hours paid for vacation, holidays and sick leave, but shall not exceed forty (40) hours per week, for each and every employee covered by this Agreement.

In executing this Agreement, the Company agrees to be bound by the terms and conditions of the Agreement and Declaration of Trust establishing the ITPEU Pension Plan and any amendments duly adopted thereto.

The Company further agrees to be bound by all resolutions and other actions taken by the Board of Trustees of the ITPEU Pension Fund.

**EFFECTIVE OCTOBER 1, 2015**

The Company shall contribute to the ITPEU Pension Fund the sum of **sixty cents (\$0.60) per hour** for all straight time (excludes overtime) hours worked for each and every employee covered by this agreement. There is no requirement for the Company to contribute to this Fund for other paid hours due to the coverage of the unit employees under the ITPEU Annual Benefit Fund and the benefits it provides.

In executing this Agreement, the Company agrees to be bound by the terms and conditions of the Agreement and Declaration of Trust establishing the ITPEU Pension Plan and any amendments duly adopted thereto.

The Company further agrees to be bound by all resolution and other actions taken by the Board of Trustees of the ITPEU Pension Fund.

**ANNUAL BENEFIT FUND**

**CURRENT:**

N/A

**EFFECTIVE OCTOBER 1, 2015:**

For the purpose of providing vacation, holidays, sick leave, bereavement leave and jury duty, the Company shall contribute to the ITPEU Annual Benefit Fund the sum of **two dollars and eighty-seven cents (\$2.87)** per hour worked by each and every employee covered by this Agreement, and/or for each hour for which the Company makes, or is required to make, direct payment of wages to such employee, not to exceed 2080 hours per year.

In executing this Agreement, the Company agrees to be bound by the terms and conditions of the Agreement and Declaration of Trust establishing the ITPEU Annual Benefit Fund created thereunder. In addition, the Company agrees to be bound by any amendments to the aforesaid Agreement and Declaration of Trust and Plan, together with all resolutions and other actions duly adopted by the Board of Trustees of the ITPEU Annual Benefit Fund.

The vacation, holidays, sick leave, bereavement leave, and jury duty provided under this Agreement and the eligibility requirements for such benefits shall be as specified in the ITPEU Annual Benefit Fund with the exception of the following:

**Vacation:**

- Two (2) weeks paid vacation after one (1) year of service with a contractor or successor.
- Three (3) weeks paid vacation after five (5) years of service with a contractor or successor.
- Four (4) weeks paid vacation after ten (10) years of service with a contractor or successor.

**In Witness Whereof**, the parties hereto have hereunder set their hands and seals on the date first above written.

The Company further agrees to be bound by all resolutions and other actions taken by the Board of Trustees of the ITPEU Pension Fund.

**ANNUAL BENEFIT FUND**

**CURRENT:**

N/A

**EFFECTIVE APRIL 1, 2015:**

For the purpose of providing vacation, holidays, sick leave, bereavement leave and jury duty, the Company shall contribute to the ITPEU Annual Benefit Fund the sum of **two dollars and eighty-seven cents (\$2.87)** per hour worked by each and every employee covered by this Agreement, and/or for each hour for which the Company makes, or is required to make, direct payment of wages to such employee, not to exceed 2080 hours per year.

In executing this Agreement, the Company agrees to be bound by the terms and conditions of the Agreement and Declaration of Trust establishing the ITPEU Annual Benefit Fund created thereunder. In addition, the Company agrees to be bound by any amendments to the aforesaid Agreement and Declaration of Trust and Plan, together with all resolutions and other actions duly adopted by the Board of Trustees of the ITPEU Annual Benefit Fund.

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In Witness Whereof, the parties hereto have hereunder set their hands and seals on the date first above written.

**FOR THE UNION:**

**Industrial, Technical, and Professional  
Employees Union, OPEIU Local 4873, AFL-CIO**



John Brenton, IV  
ITPEU Representative

**FOR THE COMPANY:**

**Meridian Food Service, LLC**



Steve Grandanico  
Director of Operations