



NOTICE TO ALL FIRMS

Date: November 14, 2025

To: All Prospective Bidders

From: Sam Li
Director of Procurement Services

Re: Addendum Number 4
IFB # C1712 – Dining Services Operations

Notes:

- 1) Drawings of the FIT dining areas and its square footage are attached to this addendum.
- 2) The Rider Agreement between our incumbent, Aramark and FIT is attached below.

Questions:

Q1. Can you provide the number of meal plan exchange transactions broken out by location? If possible, please provide by day part (breakfast, lunch, dinner, late-night) for Fall 2024 and Spring 2025 semesters?

A1. *The approach to meal exchange is to be defined at the bidder's discretion.*

Q2. How many board billing days are to be used for Fall of 2026 and Spring 2027 semesters calculations?

A2. *232 board billing days.*

Q3. What was the unused amount of Declining Balance dollars, Tiger Bucks and Fashion Express Dollars at the end of Spring 2024 and 2025 semesters?

**A3. *Spring 2024: \$197,691
Spring 2025: \$156,658***

Q4. For each of the retail locations and Dubinsky Hall, are you able to provide the total sales, for Fall 2024 and Spring 2025, for each location broken down by Cash, Credit, Meal Plan Exchange/Block swipe, Tiger Bucks and Fashion Express Dollars?

A4. *See Exhibit E Past Sales Statistics of RFP.*

Total Fashion Express Dollars sales for last Academic Year amounted to \$32,014.

Q5. Can you provide the number of Faculty and Staff transactions by day for the Faculty Dining Club and type of tender (meal plan swipe, cash, credit etc.) for the last year?

A5. *On average, 8 transactions a day.*

- Q6. Can you provide summer camp and conference rates that have already been set for 2026? If not yet set, can you provide summer 2025 rates?
- A6. *Summer programming consists of Educational Opportunities Programs (EOP) and pre-college programs. Catered breakfast, lunch and snacks are offered to the EOP program. There were 75 participants in summer 2025.*
- Voluntary meal plans are offered to pre-college programs. 20 students purchased a \$60 meal plan that consisted of a full meal in summer 2025.*
- Q7. Can you provide Camp/Conference sales for summer 2024 and 2025?
- A7. *See answer to Q6.*
- Q8. Can you provide the annual catering sales the campus spends on outside catering companies?
- A8. *NA*
- Q9. Can you clarify the ownership of the current POS system; is it owned by the incumbent provider or the college and is the plan to transfer ownership of the hardware to the successful bidding contractor?
- A9. *Owned by the incumbent.*
- Q10. Per the Dining Services Operations Contract 5.19.2, Can you provide the annual cost of Dining Services POS TIAs? Is this the cost of the Transact System Enterprise fees, maintenance and software upgrades the contractor is responsible for?
- A10. *The estimated annual cost for the 2026–2027 academic year is \$4,000. This amount will increase annually based on the percentage increase applied to the College's Transact Contract or any successor to it.*
- FIT currently holds a license with Transact Campus Inc., which includes, but is not limited to, TSE core, gateway, maintenance and TIAs for the incumbent's POS system. FIT's license does not include TIAs for Grubhub, printers, or the Starbucks mobile app These and any future related costs will be the responsibility of the proposer.*
- Q11. Can you provide the number of Grubhub and Starbucks mobile order transactions used by location for the previous two full semesters?
- A11. *Starbucks mobile app: 14,889
Grubhub at Starbucks: 5,519
Grubhub at Dubinsky Dining Hall: 996*
- Q12. Can students currently use a Block Swipe as well as Tiger Bucks and Fashion Express Dollars on the Grubhub and the Starbucks mobile apps?
- A12. *Only using the Grubhub mobile app.*

Q13. Can you provide a list of dining employees (no names attached) with position, seniority years of service, full or part-time status, and current rate of pay?

A13. *FIT does not have access to employee information. The number of employees and positions should be based upon bidder's proposal and programming.*

Q14. For full-time employees, can you provide the number of employees currently enrolled in a medical insurance plan?

A14. *Account Rider attached. All are enrolled and contributions are made for the entire year.*

Q15. For full-time employees, can you provide the amount of Vacation, Holiday, and Sick pay accrued?

A15. *Account Rider attached.*

Q16. How many students are employed in dining services? Can you provide the current student pay scale?

A16. *Two. FIT does not have access to student pay scale.*

Q17. Can you provide CAD or PDF drawings or as-built drawings of the following?
a. Kaufman Hall first floor anticipated areas allocated to future dining space and back of house infrastructure.
b. Dubinski Hall dining and kitchen space.
c. Feldman Center new location for FIT Express.
d. Eat Café space and any support area allocated to the dining contractor.
e. Faculty Dining Club dining and kitchen spaces.

A17abcde. *We don't share CAD drawings; however, attached are PDF drawings of the dining hall spaces, including their square footage, which can be found at the bottom of this addendum.*

Q18. When is Starbucks due for a brand refresh?

A18. *A refresh was completed in the summer of 2022. The next refresh is scheduled for 2032.*

Q19. Can you provide a list of equipment that is currently scheduled for the Eats Café?

A19. *Espresso machine, dishwasher, TurboChef Oven, ice machine, Fetco coffee machine, refrigerators (2 single-door undercounter, 1 double-door reach-in), 2 open air coolers with display tops.*

Q20. Is the incumbent's Dietitian at Fashion Institute of Technology full time?

A20. *Yes.*

Q21. Are we able to visit campus again if needed to view spaces with an architect?

A21. *Yes.*

Q22. Do we have your permission to use your logo and images from your website, social media, and campus in our proposal?

A22. *Yes.*

Q23. Does the incumbent own any vehicles used for dining services at FIT? If so, is parking provided for these vehicles?

A23. *No.*

Q24. a. Can you elaborate on the function of Great Hall, Katie Murphy and Pomerantz Pantries?
b. Where are they located on campus?
c. How does the dining contractor interact with and what are the responsibilities of the dining contractor in these operations?

A24a. *Pantries are currently used for back of house staging and storage for events.*

A24b. *See Exhibit B Dining Services Locations of RFP for more information.*

A24c. *Pantries are currently used for back of house staging and storage for events. Dining contractor must keep the space clean and organized. FIT is responsible for maintaining dining services equipment.*

Q28. a. During the tour it was mentioned that the FIT express is to be relocated in the Feldman Center. Can you elaborate on the specific plans for this?
b. Where specifically will the new location be and can you send the floor plans for the new space?
c. When is the move expected to take place and is this a permanent location change or temporary?

A28a. *The FIT Express will be taken offline as part of the Feldman Lobby renovation project. It will be converted into a café/kiosk offering coffee, sandwiches, salads, and other grab-and-go options.*

A28b. *The café/kiosk will be located in the Feldman Lobby near the security desk. Plans are still being developed.*

A28c. *Construction is expected to begin in approximately two years.*

Q29. Can you clarify the number of students housed in Kaufman?

A29. *There are 938 students this fall.*

Q30. Can you provide a breakdown of which meal plans the Kaufman residents currently hold?

A30. *Kaufman \$525 DB Plan: 897
Tiger Block Plan: 41*

Q31. Can you provide the occupancy of Kaufman Hall per 15 minutes from 6:00AM – 12:00AM daily for the previous two semesters as well as summer session?

A31. *NA*

Q32. Can you provide the number of students that request Halal, Kosher, and medically required diets by each preference/restriction?

A32. This number varies on annual basis.

Q33. Who is your vending provider?

A33. Canteen.

Q34. Do any the vending machines accept Meal Plan Swipes, Tiger Bucks or Fashion Express Dollars? If so, please specify which locations.

A34. No.

Q35. Do you have CAD drawings of the Dining Hall that you can send out?

A35. See answer to Q17.

Q36. During the mandatory site visit on October 24th, it was mentioned that there is a possibility to take several Kaufman Hall dorm rooms offline for the selected Dining Operations Service provider.

- a. Does that mean that these few dorm rooms will be converted into a fully operational kitchen and potential marketplace where contracted vendor can prepare food, and students can pick up meals? Or would these dorm rooms remain unmodified and only be used as a pantry to store meals?
- b. How many dorm rooms are you considering taking offline?
- c. Can you specify where the exact location of these rooms?

A36a. Dorm rooms near the main lobby may be converted into a dining location. Proposers are encouraged to share their vision for the concept; however, FIT does not want the space to include a fully operational kitchen with hoods and traditional ventilation.

A36b. Proposers should specify the amount of square footage required to support the proposed dining location concept.

A36c. The space is located on the first floor — see the area circled in red of the attached PDF drawing of Kaufman Hall for reference.

Q37. We understand that the structure of the meal plans will remain unchanged for Year 1. Can you please confirm whether a CPI increase will be applied for proforma planning purposes?

A37. The pricing for meal plans for Year 1 is included in the RFP. Rates for future years shall be set per Contract Section 5.6.

Q38. Are CAD drawings available for all existing dining spaces?

A38. See answer to Q17.

Q39. Is there a specific location you're considering implementing Ghost Kitchen technology, or are you open to recommendations?

A39. FIT is also open to suggestions. Kaufman Hall is an option.

- Q40. Regarding the Dietitian role: The description notes that during the academic year, this position may not have single-unit management duties but must be available- either in person or virtually-across all food service areas daily. Please clarify whether you are requesting a full-time dietitian for this role.
- A40. *Yes, either in-person or virtually.*
- Q41. Section 4.2.2 of the RFP references a Performance Bond requirement, the dollar amount of which has been left blank. Is there a Performance Bond requirement associated with this RFP?
- A41. *The bond amount will be equal to 1/6 of annual guaranteed minimum proposed.*
- Q42. Is there a union? If so, which one, and do you have the bargaining agreement?
- A42. *Unite Here Local 100. See attached Account Rider.*
- Q43. What is the average hourly wage?
- A43. *FIT does not have access to this information.*
- Q44. Can you provide the most recent student satisfaction survey?
- A44. *NA*
- Q45. Can you provide transaction history for each location?
- A45. *See answer to Q4.*
- Q46. Can you provide a CAD for each venue?
- A46. *See answer to Q17.*
- Q47. Is there amortization buy out?
- A47. *No.*
- Q48. Please provide the amount of unused dining dollars at the end of the most recent year.
- A48. *See answer to Q3.*
- Q49. What is the FIT plan for enrollment yearly growth, are you projecting this to remain flat or increase by a certain %?
- A49. *NA*
- Q50. What has been the historical rate increase for meal plans over the last 3 years?
- A50. *Average of 3%*

- Q51. Are free meal plans provided to RA's, faculty, staff or others? If so, which meal plan and how many are offered each semester?
- A51. *No.*
- Q52. Please provide summer meal plans information from prior year.
- A52. *See answer to Q6.*
- Q53. Please provide the current door rates for the meal periods in residential dining halls.
- A53. *NA*
- Q54. Please provide the retail dining sales history by tender for each location on campus.
- A54. *See answer to Q4.*
- Q55. Please provide the amount of additional dining dollars sold beyond standard meal plans for the most recent year.
- A55. *\$73,000*
- Q56. What has been the historical rate increase in retail prices over the last 3 years?
- A56. *Average of 4%.*
- Q57. What is the current commission rate being paid to the university by the contract for all different types of sales?
- A57. *FIT does not intend to provide current commission rates during this procurement phase.*
- Q58. Please provide meal plan participation or a copy of the redemption report for the past two semesters, this is the number of meal swipes/exchanges used versus the amount available.
- A58. *FIT does not have access to this information.*
- Q59. Please provide the number of board meals served each semester, by meal plan.
- A59. *FIT does not have access to this information.*
- Q60. How many meal exchanges were used each semester for the most recent two semesters?
- A60. *FIT does not have access to this information.*
- Q61. Please provide the sales data for the last two years for all camps and conferences.
- A61. *See answer to Q6.*
- Q62. When was the last catering price increase and in what amount?
- A62. *Academic Year 2025-26. Average of 3.5%.*

Q63. How much is the annual fee for the card access and POS systems and equipment?

A63. *See answer to Q10.*

Q64. Is there a union currently representing the food service employees? If so, please provide a copy of the current bargaining agreement, if available.

A64. *See answer to Q42.*

Q65. Please provide a roster of all current positions including the number of hours worked per day, number of days per week and number of weeks per year. What is the current hourly rate for each associate, tenure or original date of hire and benefits enrollment breakout?

A65. *FIT does not have access to this information.*

Q66. How many weeks per year are the staff paid?

A66. *FIT does not have access to this information.*

Q67. Please provide a one-week staffing schedule for each location on campus.

A67. *FIT does not have access to this information.*

Q68. Please provide the current tax and benefit rate charged by the incumbent in the monthly P&L that you receive.

A68. *FIT is not charged taxes and benefits.*

Q69. How many students are currently employed in food service?

A69. *Two.*

Q70. What is the average wage for student employees?

A70. *FIT does not have access to this information.*

Q71. Please list all in-kind donations and the annual amount you currently receive.

A71. *FIT does not intend to provide details of in-kind donations during this procurement phase.*

Q72. How many interns does the current contractor hire annually?

A72. *Varies annually.*

Q73. Could you please provide floor plans and CAD drawings of the dining spaces?

A73. *See answer to Q17.*

Q74. Please provide photos and if possible a floor plan for the space at Kaufman Hall.

A74. *See answer to Q17.*

Q75. What is the total number of commuter students?

A75. *6,000*

Q76. What is the projected annual catering spend, both incumbent and non-incumbent spend?

A76. *See Exhibit E of RFP for past catering sales statistics for more information.*

Q77. ****Starbucks Partnership Structure****

Could you please clarify whether the Starbucks location referenced in the RFP operates under a ****licensed**** or ****franchise**** model? If FIT intends to continue the Starbucks partnership, will the selected vendor be required to enter into a direct licensing agreement with Starbucks (with a fixed percentage of sales remitted), or is there an existing franchise structure already in place for a specific term?

A77. *Starbucks operates under a licensed model. Yes, the selected vendor will be required to enter into a direct licensing agreement with Starbucks.*

Q78. ****Nationally Recognized Brand Requirement****

The RFP mentions the inclusion of at least one “nationally recognized franchise” as part of the food service program. Does the existing Starbucks operation fulfill this requirement, or is FIT expecting an ****additional national brand**** to be introduced by the awarded vendor?

A78. *Starbucks fulfills this requirement. FIT is open to suggestions.*

Q79. ****Operational Site Clarification****

The RFP lists certain sites where operations are currently active. Could you please clarify which ****sites are not presently operational**** but are expected to be activated under this new contract? Additionally, could you share a brief description of those sites — whether they are intended to function as full kitchens, kiosks, or pop-up setups — and FIT’s overall ****vision**** for those specific spaces?

A79. *All sites are presently operational. FIT is open to suggested new sites in both academic and residential buildings.*

Q80. Can you please supply copies of the floor plans for the Dining Hall?

A80. *See answer to Q17.*

Q81. Can you supply a copy of the current Bargaining Unit agreement that Aramark is operating under?

A81. *Account Rider attached.*

THIS ADDENDUM IS PART OF THE CONTRACT DOCUMENT AND SHALL BE INCLUDED WITH YOUR REQUEST FOR PROPOSAL SUBMITTAL. YOUR SIGNATURE BELOW WARRANTS THAT YOU UNDERSTAND THIS ADDENDUM AND THAT YOU HAVE MADE THE APPROPRIATE ADJUSTMENTS IN YOUR PROPOSAL AND CALCULATIONS.

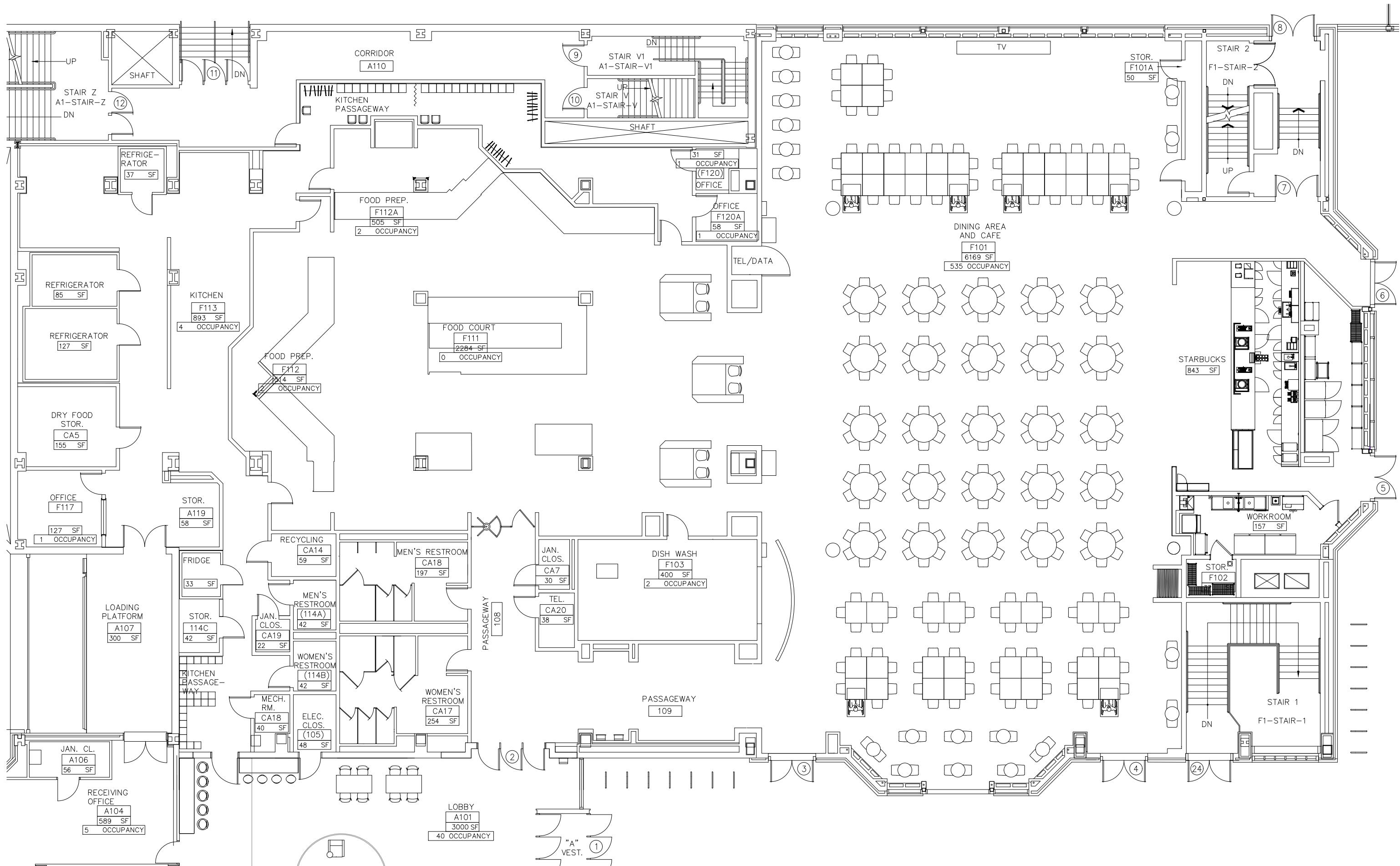
Signature

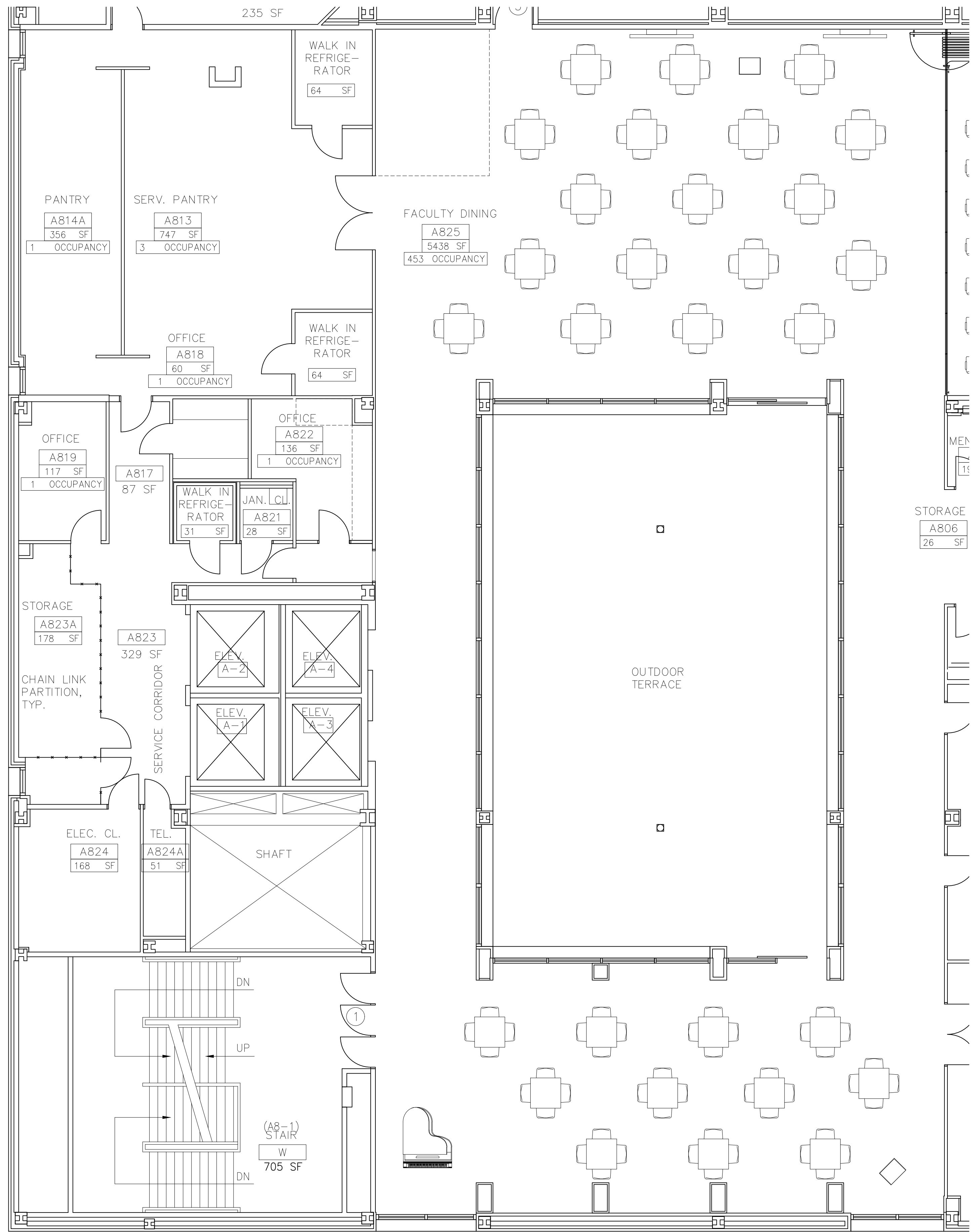
Print Name and Title of Authorized Representative

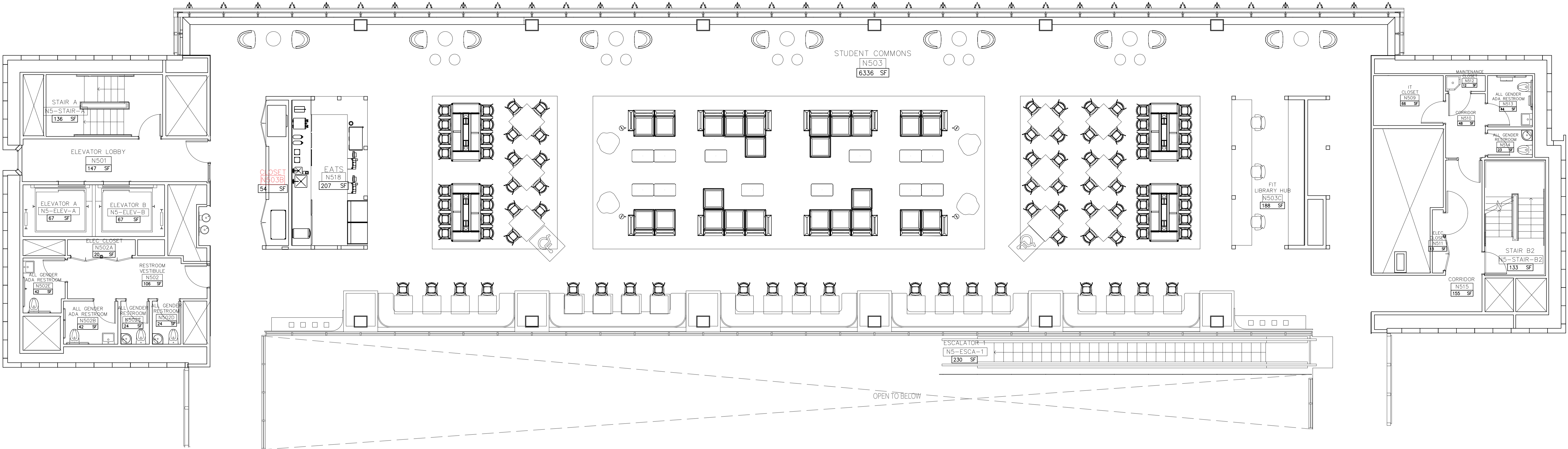
Print Name of Company/Partnership/Individual

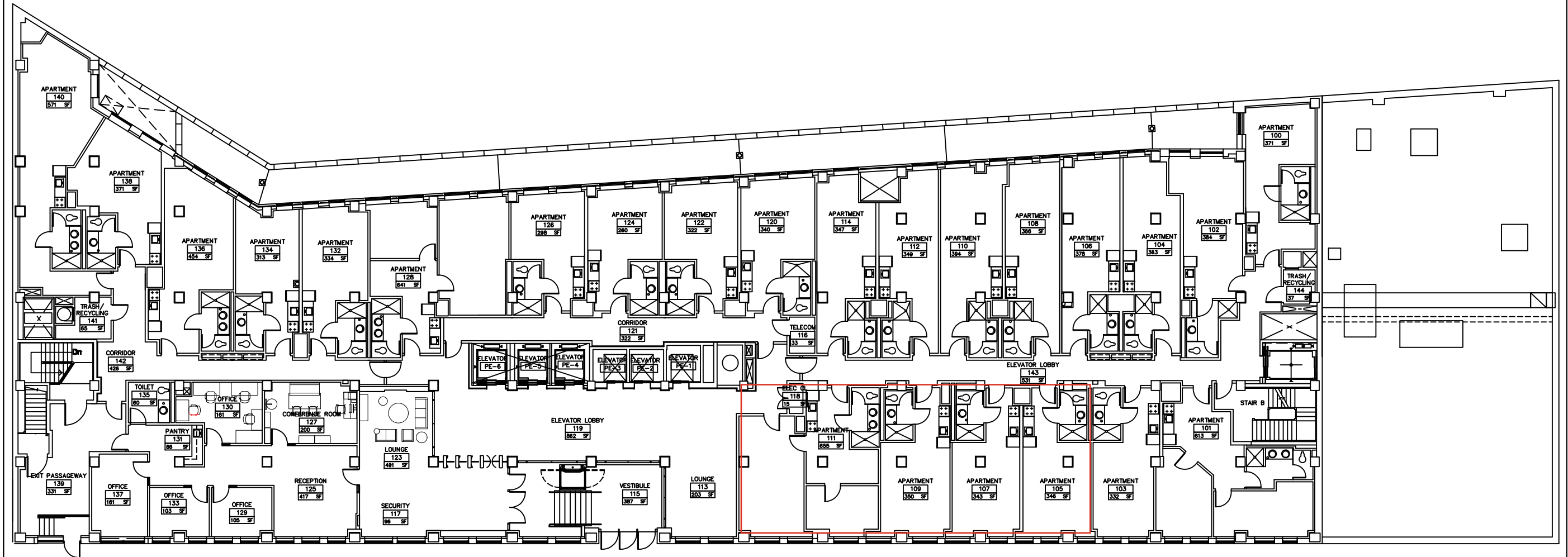
Date

C1712 - Addendum No. 4









KAUFMAN - 1ST FLOOR
July 21, 2020

RIDER AGREEMENT

BETWEEN

**ARAMARK EDUCATIONAL SERVICES, LLC
AT
FASHION INSTITUTE OF TECHNOLOGY**

AND

UNITE HERE

LOCAL #100

**Effective March 1, 2024
to February 28, 2029**

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
1	RECOGNITION	1
2	HOLIDAYS	1
3	VACATION	1
4	SICK LEAVE OR PERSONAL DAYS	2
5	FUNERAL LEAVE	2
6	HOURS OF WORK AND OVERTIME	3
7	GENERAL WAGE INCREASE	4
8	JOB CLASSIFICATIONS/MINIMUM RATES	4
9	CHRISTMAS BONUS	4
10	HEALTH INSURANCE	5
11	PENSION CONTRIBUTIONS	7
12	TRAINING CONTRIBUTIONS	7
13	JURY DUTY	9
14	LEAVES OF ABSENCE	10
15	MEALS	11
16	SHOP STEWARDS	11
17	SENIORITY	11

RIDER FOR FASHION INSTITUTE OF TECHNOLOGY

ARTICLE 1 - RECOGNITION:

The Employer recognizes the Union as the sole and exclusive bargaining agency for the purpose of bargaining in respect to rates of pay, wages, hours of employment and other conditions pertaining to employment for all food service employees at the Fashion Institute of Technology, New York, New York, except salaried and supervisory employees. It is agreed that the Managers, Assistant Managers, Chefs, Office Clerical, F.I.T. student employees and "on call" special event workers are excluded from the bargaining unit. There will be a limit of eight (8) F.I.T. student employees.

ARTICLE 2 - HOLIDAYS:

During the term of this Agreement cafeteria employees shall be entitled to paid holidays in accordance with the holiday schedule of the client, Fashion Institute of Technology, up to a maximum of twelve (12) paid holidays per year. The holiday schedule will be posted in January of each year when obtained from the client.

If the client holiday schedule is less than twelve (12) days per year, cafeteria employees will be paid the difference between the client schedule and twelve (12) days at the rate of one day's pay at their regular straight time hourly rate for each day observed by the client.

ARTICLE 3 - VACATIONS:

Section 1. All new employees hired prior to October 15th, shall receive one-half (1/2) of a week paid vacation during the Christmas holiday period and an additional half (1/2) week paid vacation for the spring recess period,

Section 2. All new employees hired after October 15th, but prior to the second (29day) of the spring semester shall receive one-half (1/2) of a week paid vacation for the spring recess.

All employees hired prior to February 15th, immediately preceding the Christmas vacation period shall receive a one (1) week paid vacation during the Christmas vacation period and an additional one (1) week paid vacation for the Spring recess period.

All employees who have completed five (5) years or more of continuous service by October 15th shall receive a two (2) week paid vacation during the Christmas vacation period and an additional one (1) week paid vacation for the spring recess period,

All employees who have completed fifteen (15) years or more of continuous service by October 15th shall receive a four (4) week paid vacation.

All employees who have completed twenty (20) years or more of continuous service by October 15th shall receive a five (5) week paid vacation.

Section 3. Vacation pay shall be computed on the basis of the employee's regularly scheduled work week hours. The scheduled work week shall be multiplied by the employee's straight time rate of pay to determine one (1) weeks' vacation pay. Vacation pay will be paid in December one week prior to the semester's end and shall be paid by a separate check.

Section 4. In the event an employee dies during the course of his/her employment, the employee's beneficiary shall receive any vacation pay earned by the employee based on the number of months worked from the employee's hire date multiplied by the employee's entitlement as set forth above.

Section 5. An employee who is laid off shall be paid that vacation to which he/she is entitled upon termination of their employment. The vacation paycheck may be mailed to the employee.

Section 6. An employee who voluntarily resigns or who is involuntarily terminated shall be entitled to receive his prorated share of unused vacation accumulation upon termination of work.

Section 7. In the event employees with twenty (20) years of service would like to retire at the end of the calendar year, the Company shall pay out spring vacation together with winter vacation prior to leaving.

ARTICLE 4 - SICK LEAVE OR PERSONAL DAYS:

Section 1. During the term of this Agreement, all regular employees who have completed or who subsequently complete one (1) school year of service with the Employer shall thereafter be entitled to accrue paid sick leave for each month of the school year up to a maximum accumulation of twelve (12) days for the school year. Six (6) days are available August 1st, and six (6) days are available January 1st.

Section 2. On the last official day of the school year an eligible employee shall be paid for his unused sick leave on the basis of one (1) days' pay for each unused day of sick leave. Sick leave is designed for the protection of the employee who is legitimately ill. Employees who use sick leave as personal days must give one (1) weeks' notice to the Employer to schedule such day off.

Section 3. An eligible employee shall mean an individual who has satisfied the requirements of the preceding paragraphs of this section and who, on the election date herein provided is actively working for the Employer.

Section 4. Sick leave is designed for the protection of the employee who is legitimately ill. Employees who use sick leave as personal days must give one (1) weeks' notice to the Employer to schedule such day off.

ARTICLE 5 - HOURS OF WORK AND OVERTIME

Time and one-half (1 ½) shall be paid for all work performed in excess of forty (40) hours in any week, or in excess of eight (8) hours in any day except for employees scheduled for 10 hours per day 4 days per week which shall be at straight time. Such employees shall receive a 10-hour holiday for a scheduled day and an 8-hour holiday for an unscheduled day.

Double time will be paid for work performed on the seventh consecutive day of work in the work week.

In the event of a scheduled reduction in hours, at least one (1) weeks' notice in writing shall be given to the Union.

Employees currently working over twenty-five (25) hours per week will be grandfathered at their current hours worked per week. This is not a guarantee of schedule, but hours to be scheduled within the same amount of days currently worked. Reductions in the work force will be done by seniority within the classifications. that is, the Junior classified employee will be laid-off first.

ARTICLE 6 - GENERAL WAGE INCREASE

3/1/24	10/1/24	3/1/25	3/1/26	3/1/27	3/1/28
\$2.00	\$1.00	\$1.25	\$1.25	\$1.00	\$1.50

ARTICLE 7 - JOB CLASSIFICATIONS/MINIMUM RATES

	Current	3/1/24	10/1/24	3/1/25	3/1/26	3/1/27	3/1/28
Cook	\$22.55	\$24.55	\$25.55	\$26.80	\$28.05	\$29.05	\$30.55
Grill Cook	\$21.45	\$23.45	\$24.45	\$25.70	\$26.95	\$27.95	\$29.45
Salad/Cold Prep	\$21.55	\$23.55	\$24.55	\$25.80	\$27.05	\$28.05	\$29.55
Catering	\$21.45	\$23.45	\$24.45	\$25.70	\$26.95	\$27.95	\$29.45
Counter	\$21.40	\$23.40	\$24.40	\$25.65	\$26.90	\$27.90	\$29.40
Cahier	\$21.40	\$23.40	\$24.40	\$25.65	\$26.90	\$27.90	\$29.40
Utility	\$21.40	\$23.30	\$24.30	\$25.55	\$26.80	\$27.80	\$29.30
Barista	\$22.40	\$24.40	\$25.40	\$26.65	\$27.30	\$28.30	\$29.80

ARTICLE 8 - CHRISTMAS BONUS

During the term of this Agreement, an employee with eight (8) or more years of service as of the start of each school year shall receive one hundred dollars (\$100.00)

Christmas Bonus, which will be paid in addition to their normal Christmas vacation entitlement.

ARTICLE 9 - HEALTH INSURANCE

Effective March 1, 2024, the Employer agrees to contribute for each employee covered by this agreement the sums stated below to UNITE HERE HEALTH ("Fund") for the purpose of providing health and welfare benefits under UNITE HERE HEALTH Plan Unit 100 ("Plan Unit 100"), or such new, merged or consolidated plan units as may be adopted by the Trustees. Said contributions shall be submitted monthly, together with a report of the employee data required by the Fund, on the format prescribed by the Fund, no later than the fifteenth (15th) day of the month following the month for which contributions are to be made.

The Employer and the Union agree to be bound by the Agreement and Declaration of Trust ("Trust Agreement") of the Fund as may, from time to time, be amended, and they do hereby irrevocably designate as their respective representatives on the Board of Trustees, such Trustees named in said Trust Agreement as Employer and Union Trustees, together with their successors selected as provided therein, and agree to abide and be bound by all procedures established and actions taken by the Trustees pursuant to said Trust Agreement. Any provision in this Agreement that is inconsistent with the Trust Agreement, or the Plan of Benefits, rules, or procedures established by the Trustees, shall be null and void.

The Employer will begin making contributions to the Fund for eligible employees upon the earlier of: (a) the first of the month following completion of one full calendar month of employment or (b) completion of 840 hours of service.

The Employer shall make contributions for regular full-time employees (scheduled 24 or more hours per week). The Employer shall make contributions for regular part-time employees (scheduled less than 25 hours per week) who were employed as of April 22, 2004.

Employees hired after April 22, 2004, and who work less than 25 hours per week: up to a maximum of five such employees will not be entitled to contributions.

For those employees who work through the end of the school year, are laid off, and recalled in September, the Employer agrees to pay an amount equal to each week's contribution for all weeks of summer layoff and also other layoff periods during the school year. The parties agree that their intent when negotiating the Collective Bargaining Agreement was that for those full-time employees recalled to work in September, the Employer agrees to pay an amount equal to each week's contribution for all weeks of summer layoff and also other layoff periods of the school year. For part-time employees recalled to work in September, the Employer agrees to pay an amount equal to the daily contribution rate for all weeks of summer layoff and also other layoff periods of the school year. The daily contribution shall be based on the number of days per week the part-time employee was regularly scheduled to work during the prior school year.

The Employer shall contribute to the Fund for each employee for all hours worked or paid, including holiday, sick, bereavement, vacation or jury duty pay.

Rate for Regular Full-Time Employees scheduled 25 or more hours per week:

8/1/24	\$332.84 per week
8/1/25	\$349.48 per week
8/1/26	\$349.48 per week
8/1/27	\$356.47 per week
8/1/28	To be determined

Rate for Regular Part-Time Employees scheduled less than 25 hours per week:

8/1/24	\$83.22 per day
8/1/25	\$87.38 per day

8/1/26	\$87.38 per day
8/1/27	\$89.13 per day
8/1/28	To be determined

Effective August 1, 2028, the Employer agrees to contribute contribution rates necessary, as determined by the Fund, to sustain benefits. The parties agree and understand that, if the appropriate contribution rates are not paid, the Trustees of the Fund may eliminate benefits to otherwise eligible participants and terminate the employer's participation pursuant to the Fund's Minimum Standards.

The parties agree that the above-referenced rates must be paid consistently throughout the calendar month. (For example, if the Employer is paying the weekly rate for an employee, then the weekly rate must be paid for all weeks of the month, including the fifth week in a five-week month, for that employee. Alternatively, if the Employer pays a daily rate for an employee, then the Employer must pay for all days worked or paid in the month, without a weekly or monthly maximum. Accordingly, if an employee works or is paid for six or seven days in the week, then the Employer must contribute for six or seven days.)

ARTICLE 10 - PENSION CONTRIBUTIONS:

During the term of this Agreement the Employer shall continue to make contributions for regular full-time employees (scheduled twenty-five [25] or more hours per week) and regular part-time employees (scheduled less than twenty-five [25] hours per week) to the UNITE HERE Retirement Fund who were employees as of March 22, 2004. Employees hired after March 22, 2004 and who work less than twenty-five (25) hours per week, up to a maximum of five (5) employees, will not be entitled to contributions made to the Fund by the Company. For those employees recalled to work in September, the Employer agrees to pay an amount equal to one, half (1/2) the normal full time and part-time pension contribution for all periods of summer layoff. The parties agree that their intent when negotiating the above Collective Bargaining Agreement was that for those full-time employees recalled to work in September, the Employer

agrees to pay an amount equal to one-half (1/2) of the weekly contribution for all weeks of summer layoff. For part-time employees recalled to work in September, the Employer agrees to pay an amount equal to one-half (1/2) of the daily contribution rate for all weeks of summer layoff. The daily contribution shall be based on the number of days per week the part-time employee was regularly scheduled to work during the prior school year.

The contribution rates are as follows:

Weekly per Regular Full-time Employee and Regular Scheduled Part-time

Employee:

March 1, 2025:	\$145.46
March 1, 2026:	\$151.46
March 1, 2027:	\$157.46
March 1, 2028:	\$163.46

Daily per Casual or Temporary Employee:

March 1, 2025:	\$30.91
March 1, 2026:	\$32.11
March 1, 2027:	\$33.31
March 1, 2028:	\$34.51

However, the Trustees shall not have the power unilaterally to increase the contribution rate negotiated by the Employer and the Union as set forth in the Collective Bargaining Agreement during the life of the contract and shall commence following the completion of the employee's one (1) year of continuous service. The Employer agrees to contribute for each employee covered by this agreement the sum stated herein to the UNITE HERE Retirement Fund for the purpose of providing retirement benefits under the UNITE HERE Retirement Fund Plan, or such new merged or consolidated plan as may be adopted by the Trustees. Said contributions shall be submitted monthly,

together with a report of the employee data required by the Trust Fund, on the format prescribed by the Trust Fund. no later than the fifteenth (15th) day of the month following the month for which contributions are to be made.

The Employer and the Union agree to be bound by the Agreement and Declaration of Trust of the said UNITE HERE Retirement Fund as may, from time to time, be amended, and they do hereby irrevocably designate as their representative on the Board of Trustees, such Trustees, together with their successors selected as provided therein, and agree to abide and be bound by all procedures established and actions taken by the Trustees pursuant to said Trust

Agreement. Any provision in this Agreement that is inconsistent with the Agreement and Declaration of Trust, or the Plan of Benefits, rules, or procedures established by the Trustees, shall be null and void.

The Employer shall, upon request, be furnished with copies of the regular registration and audit reports, and booklets describing the plan of benefits, as well as any and all other reports as described in the Trust Indenture, and as required by the State of New York and Federal statutes.

In the event that any future legislation be enacted, there shall be no duplication or cumulation of coverage, and the parties shall negotiate such changes as may be required by law.

The Employer further agrees to make available to the Pension Fund all records of employees hired, classification of employees, names, ages, social security numbers, and wages paid which the said Pension Fund may require for the sound and efficient operation of the Pension Fund.

It is further agreed that in the event the Employer does not fulfill this obligation of payment as outlined above, and said employees who would be entitled to any benefits in accordance to the program of benefits as outlined in the Pension Program, but who would not receive said benefits because the Employer did not fulfill his obligation by keeping payments to the pension program current, then said Employer shall be responsible for an benefits any employee would be entitled to. The responsibility of the

Employer shall not be of a lesser amount than what the employee would receive from the Pension Fund.

For the limited purpose of this Article the Union may be considered as a contributing Employer and officials and employees of the Union and of the National Retirement Fund may be considered as employees on behalf of whom contributions may be made to said Pension Fund by this Union.

The Employer shall be required to post on the bulletin board a copy of each and every report as forwarded to the National Retirement Fund. The copy of the report shall be posted on the same day the actual report is forwarded to the Funds but in no event shall the posting occur less than once a month. Each posting pursuant to this paragraph shall clearly indicate the date the report was sent and the month that the report covers.

ARTICLE 11 – TRAINING FUND

<u>Date</u>	<u>One month after execution of CBA</u>	<u>3/1/25</u>	<u>3/1/26</u>	<u>10/1/27</u>
<u>Contribution on hours worked or paid up to 40</u>	<u>\$0.05</u>	<u>\$0.08</u>	<u>\$0.10</u>	

ARTICLE 12 - JURY DUTY

During the term of this Agreement, ail regular employees who are subpoenaed for jury service shall be paid for time lost as a result of such jury duty at the regular rate of pay and employees shall remit to the Employer any pay received from any other source for such jury duty. Employees called for jury service shall notify the Employer immediately upon receipt of subpoena. The employees agree to cooperate with the Employer in making requests for postponement of jury duty where business conditions require same.

ARTICLE 13 - LEAVE OF ABSENCE

- a) **Compensable Injury or Compensable Occupational Disease:** In cases of compensable injury or compensable occupational disease, leave of absence will be granted automatically for a full period of legal temporary disability.
- b) **Personal:** Leave of absence may be granted for personal reasons for a reasonable period approved by the employee's Food Service Director and District Manager. Such leave of absence may be extended by the Employer upon receipt of a written request from the employee prior to the termination date of his leave (if approved by the employee's District Manager and Employer's Regional Office).

ARTICLE 14 -- Bereavement Leave

Employees who have completed their probation period will be entitled to the following if scheduled and taken within 60 days:

- A. **Immediate Family Members.** All full-time and part-time employees are entitled to up to three (3) consecutive working days of paid bereavement in situations involving the death of the employee's immediate family member. If the funeral or other memorial service takes place more than 250 miles from the worksite, employees are entitled to up to five (5) consecutive working days of paid bereavement. "Immediate Family" is defined as an employee's parents or legal guardians, mother-in-law, father-in-law, spouse, domestic partner, children, brothers, sisters, grandparents, grandchildren, stepparents, stepchildren, stepbrothers, step-sisters, parents of the employee's domestic partner, and children of the employee's domestic partner.
- B. **Extended Family Members.** In the event of the death of an employee's extended family member, all full-time and part-time employees are entitled to paid bereavement of one (1) working day. If the funeral or other memorial service takes place more than 250 miles from the worksite, employees are entitled to up to two (2) consecutive working days of paid bereavement. "Extended Family" is defined as an employee's brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt, uncle, niece, nephew, cousin, and siblings of the employee's domestic partner.

Before taking paid bereavement, employees must alert management of the need for time away and under what benefit they are requesting (Immediate or Extended Family.) The Employer may require that employees provide documentation for leave under this Article.

ARTICLE 15 - MEALS

Full-time employees shall receive two (2) meals per day. Part-time (less than eight [8] hours) employees shall receive one (1) meal per day. Employees shall be permitted to eat all ready dishes

ARTICLE 16 SHOP STEWARDS

The Employer agrees to recognize two (2) stewards and two (2) alternates in connection with any problems which may arise between the Employer and the Union under this Agreement. The Employer shall be notified in writing by the Union of the names of such employees, and changes in stewards. Only the two (2) shop stewards shall have super seniority for purposes of layoff and recall only. If the work environment changes, the Union and Company will discuss alterations.

ARTICLE 17 - SENIORITY

Section 1. Seniority shall be by job classification within departments and shall be based on the length of service with the Employer.

Section 2. All new employees engaged by the Employer shall be deemed for the first thirty (30) days of their employment to be engaged for a trial period, all such new employees may be laid off or dismissed during said trial period with or without cause. After that said trial period all employees shall be deemed to be regular employees and shall acquire seniority dating back to the original date of their employment.

Section 3. Layoffs shall be made in inverse order of seniority within job classification. The rehiring procedure shall be the reverse of the layoff procedure, i.e., before any new employees are hired, employees still laid off shall be rehired in order of seniority, if qualified.

Section 4. No employee shall be laid off for lack of work without one (1) week's written notice or one (1) week's pay in lieu of notice. In any event, notice must be given to the Union of an intended layoff.

Section 5. Seniority shall begin with the first day of bargaining unit employment and shall govern choice of days off, choice of shift, layoff recall, increases or reductions in hours, and promotions and selections of other job openings in accordance with this Agreement. This will not prevent the Employer from reducing hours or changing days off of senior employees who can then exercise their bumping rights if so desired.

Section 6. No employee covered by this Agreement shall suffer any loss of seniority, compensation or benefits due to any change in the employee's name or social security number, provided that the new social security number is valid and provided that the number has been verified by the Employer with the Social Security Administration, and the employee is authorized to work in the United States. In the event that an employee has a problem with his/her right to work in the United States after completing his/her introductory/probationary period, the Employer shall notify the Union to discuss the nature of the problem. The Company maintains its right to make personnel decisions at any time.

Section 7. Bumping is limited to the first four (4) weeks of each semester plus whenever there is a reduction in hours. Thereafter, the employee cannot use seniority to bump a junior employee in order to get a full week. An employee can only bump one time in this four-week period.

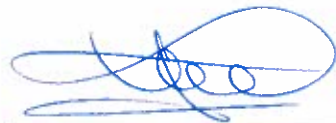
Section 8. If an employee bumps down, he/she will lose the differential. If a reduction in force or hours results in an employee being reduced to a lower classification on a fulltime basis, the employee will maintain the differential, however, if an employee refuses a subsequent recall to his/her former classification then he/she will lose the differential.

In a permanent lay-off situation, employees may bump down into another classification based on seniority so long as they are qualified to do the work.

Aramark Educational Services, LLC

Mark Featherman 8-28-24

UNITE HERE Local 100


Jose Mayorga 8/28/24