AGREEMENT

BETWEEN

ARAMARK EDUCATIONAL SERVICES, INC.
CAMPUS DINING SERVICES
ST. CLOUD STATE UNIVERSITY
UNIT #1006

AND

MINNESOTA STATE EMPLOYEES
UNION, COUNCIL 5
of the
AMERICAN FEDERATION OF
STATE, COUNTY, AND MUNICIPAL
EMPLOYEES, AFL-CIO

EFFECTIVE: July 1, 2005
EXPIRING: June 30, 2008
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**AGREEMENT**
This Agreement entered into by ARAMARK EDUCATIONAL SERVICES, INC., a Delaware Corporation, operating the food service at St. Cloud State University, hereinafter referred to as the EMPLOYER, and COUNCIL 5, OF THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter referred to as the UNION, has as its purpose and intent the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

**ARTICLE I - RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining agent for all full-time and regular part-time food service employees, who work twenty (20) or more hours per week, including lead employees, employed at the food service facilities at St. Cloud State University, excluding office clerical employees, casual and temporary employees, student employees, guards, and supervisors, as defined in the National Labor Relations Act, as amended.

Temporary employees are those employees who are not employed in excess of one (1) school semester. Casual employees (not to exceed 15% of the Union work force) are those employees with no regular work schedule.

**ARTICLE II - UNION SECURITY**

Section 1. Agency Shop. Any present or future employee who is not a Union member, and who does not make application for membership, shall, as a condition of employment, pay to the Union each payroll period a service charge as a contribution towards the administration of this Agreement in an amount equal to the regular dues of AFSCME Local 753. Employees who fail to comply with this section shall be discharged by the Employer within thirty-one (31) days after receipt of written notice to the Employer from the Union.

Section 2. New Employees. The Employer agrees to furnish the Local Union Steward with the name and address of all new employees within five (5) days of the date of their hire.

Section 3. Check-off. The Employer agrees to deduct bi-weekly from the wages of employees who authorize such deductions in writing, an amount sufficient to provide for the payment of union membership dues or service fees as established by the Union. The amounts to be deducted shall be certified to the Employer by the Union and the aggregate deductions of all such employees shall be remitted together with an itemized statement, to the Union, by the twentieth (20th) day of the month following the month in which deductions are made.

Authorizations for such deductions shall be irrevocable during the life of this Agreement.

Section 4. Successor. This Agreement shall be binding in all respects on the parties and their successors.

**ARTICLE III - HOURS OF WORK**
Section 1. Work Day. Eight (8) consecutive hours shall constitute the normal work day and work shift. There shall be no split shifts.

Section 2. Work Week. Five (5) eight (8) hour days within the seven (7) day period Thursday through Wednesday, inclusive, shall constitute the normal work week. Hours of work can be modified by agreement between the Employer, employee and the Union.

Section 3. Work Schedules. Work schedules showing the employees’ hours, work days, and shifts shall be posted on the department bulletin board seven (7) days in advance of their effective date. When changes are posted differing from an employee's normal work schedule, the employee shall also be notified verbally of such change.

Section 4. Paid Rest Periods. All employees shall be granted a fifteen (15) minute paid rest period for each four (4) hours worked. Any employee scheduled to work seven and three-quarters (7-3/4) or more hours shall receive two (2) fifteen (15) minute paid rest periods. No employee shall work more than four (4) straight hours without being given a rest period. Employees who for any reason work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period before they start work on such next shift when it is expected that the overtime work will last two (2) hours or more. In addition, they shall be granted the regular rest periods that occur during that shift.

Section 5. Meal Periods. All employees shall be granted a thirty (30) minute unpaid lunch period during each work shift. Whenever possible, the lunch period shall be scheduled at the middle of each shift.

Section 6. Reporting Time. Any employee who is scheduled to report for work and who presents himself/herself for work as scheduled shall be assigned to at least three (3) hours on the shift for which he/she was scheduled to report. This Section shall not apply if there is a lack of work caused by unnatural or catastrophic conditions beyond the control of the Employer.

Section 7. Call Back. Any employee called back to work outside of his/her regularly scheduled shift shall be paid for a minimum of three (3) hours at the rate of time and one-half (1½).

Section 8. Before being offered to student and casual employees, additional hours of work shall be first offered to Union employees, if they are available.

ARTICLE IV - HOLIDAYS

Section 1. Recognized Holidays. Christmas Day, New Year’s Day, Thanksgiving Day and the Friday after Thanksgiving shall be recognized and observed as paid holidays. Eligible employees shall receive holiday pay in an amount equal to the employee’s regularly scheduled hours of work per day, for each of these holidays. “Eligible employees” shall mean an employee who is in active payroll status, i.e. must have worked on his/her last regularly scheduled day of work immediately preceding a holiday and worked his/her first regularly scheduled day of work immediately following the holiday. Regularly scheduled days shall include paid vacation days, jury duty, paid bereavement days or paid sick days. Holidays shall be observed in accordance with the holiday schedule established by St. Cloud State University.
Section 2. Holiday Work. If an employee works on any of the holidays above, he/she shall be paid at the rate of time and one-half (1½) for each hour worked, in addition to his/her regular holiday or vacation pay.

Any employee that is scheduled, and works, on Easter Day, Martin Luther King Day, Memorial Day, July 4, or Labor Day shall be compensated at the rate of time and one-half (1½) for all hours worked.

Section 3. Holiday Hours. For the purpose of computing overtime, all holiday hours worked or unworked for which an employee is compensated (excluding premium hours) shall be regarded as hours worked.

Section 4. Employees shall receive double time for all overtime hours worked on a holiday (holiday pay will not be included in forty [40] hours for the overtime calculation).

ARTICLE V - VACATIONS

Section 1. Vacation Accrual. Any employee covered by this Agreement who has twelve (12) months of seniority as of October 1 of the school year shall earn and accrue vacation leave covering the two (2) week period of the University Christmas break. In the event the University Christmas break is scheduled for less than a two (2) week period the Employer and the Union shall schedule any remaining vacation days to any other mutually agreeable time.

Any employee who has sixty (60) months of seniority as of October 1 of the school year shall be entitled to an additional week of vacation leave to be granted between June 15th and August 15th.

Employees who have three (3) weeks vacation may take one (1) week at any time, if approved by the Employer.

Section 2. Vacation Pay. The rate of vacation pay shall be at the regular straight time rate of pay in effect for the employee’s regular job during the vacation period times the number of hours the employee is regularly scheduled to work per week. Employees may request and receive their vacation pay on the last regular pay day preceding the end of the Spring Quarter.

Section 3. Vacation Period. Vacations shall be taken between June 15 and August 15, or during periods when food service operations are curtailed. The Employer shall give reasonable consideration to requests for vacation at other periods, taking into account the Employer’s ability to provide staff coverage for the employee, the employee’s seniority, and the reasons the employee is requesting the vacation. Vacations shall be granted at the time requested by the employee provided such vacation does not interfere with the efficient operation of the food service. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given his/her choice of vacation period in the event of a conflict.

Section 4. Vacation Changes. Should an employee become seriously ill or disabled while on vacation, his/her vacation leave shall be changed to sick leave, effective the date of illness or disability, upon notice to the employee’s supervisor. Such notice shall be accompanied by
adequate proof of such illness or disability and shall be given to the supervisor as soon as possible after the illness or disability occurs.

Section 5. Vacation Rights. Any employee laid off, discharged, retired, or otherwise separated from the service of the Employer for any reason shall be compensated on the next regular payroll period for the proportion of vacation he/she has earned at the time of separation at his/her then current rate of pay.

Employees who are eligible for social security or who have fifteen (15) years of continuous service and who resign their employment on August 1 or after will receive a full unprorated vacation.

ARTICLE VI - SICK LEAVE

Section 1. Allowance. All employees covered by this Agreement shall earn and accumulate sick leave in accordance with the following schedule:

<table>
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<tr>
<th>Period of Service</th>
<th>Accrual Rate Per Hour Worked</th>
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<tr>
<td>During the 1st through 24 months of Seniority</td>
<td>.025</td>
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<tr>
<td>After 24 months of Seniority and up to a maximum accrual of 240 hours</td>
<td>.0375</td>
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<tr>
<td>Hours beyond 240 hours shall be accrued up to a maximum of 480 hours at the rate of</td>
<td>.025</td>
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For the purpose of this Section, "hours worked" means any hour in which an employee receives compensation for work performed or accrued paid leave.

Section 2. Utilization. Employees shall be granted sick leave with pay for absences necessitated by reason of any sickness or disability which renders the employee unable to perform the duties of his/her employment; for reasons of medical or dental care; for exposure to serious contagious disease; or by illness of his/her spouse or minor children or parents, for such periods as attendance shall be necessary. The Employer may require an employee to furnish a statement from a medical practitioner for absences in excess of three (3) consecutive work days or in instances where the Employer has substantial reason to believe that an employee is abusing his/her sick leave rights.

Any employee incurring an on the job injury shall be paid the employee’s regular rate of pay for the remainder of the work shift. Any necessary sick leave charges for employees so injured shall not commence until the first scheduled work day following the injury.

Section 3. Accrual. The Employer shall include the employee’s sick leave accrual, utilization, and balance in the employee’s pay envelope.

children, step brother, step sister, aunt or uncle, the employee shall be granted up to three (3) days bereavement pay to make household adjustments, or to attend funeral services.

Bereavement leave shall not be used when addressing attendance issues.

Section 5. Sick Leave Bonus. Employees with perfect attendance and who have not utilized sick leave during a review period shall be paid twelve (12) hours’ pay at their current hourly rate of pay. This shall be paid every semester and shall include the summer schedule and be used as a bonus for the prudent use of sick leave.

The review periods shall be August 16 to November 15; November 16 to February 15; February 16 to May 15; or the summer period, which shall be the amount of weeks that ARAMARK is operating during the summer. Employees shall have the option of one (1) weeks’ unpaid leave with approval of the supervisor and said approval shall not be unreasonably withheld. If an employee cannot schedule a doctor appointment during off hours the employee will be granted up to four (4) hours off without accounting this against their attendance record for purposes of sick leave bonus. The Employer may request, and if so, the employee must provide written verification from the doctor.

Section 6. Sick Leave Bonus Upon Retirement. Any employee who retires and collects a Social Security benefit or terminated employment after fifteen (15) years of continuous employment, shall be entitled to a cash payment equal to fifty percent (50%) of his/her accrued sick leave at the time of retirement.

ARTICLE VII - LEAVES

Section 1. Jury Duty. Employees shall be granted a leave of absence with pay, reduced by the amount of any compensation (except mileage and expenses) received from the court, any time they are required to report for jury duty or jury service. At the time an employee is notified he/she may be called for jury duty, he/she shall notify his/her supervisor as soon as possible. The employee shall make every attempt to have jury duty deferred to a period when the food service operation is curtailed.

Section 2. Civic Duty. Employees required to appear before a court or other public body on any matter not related to their work and in which they are not personally involved (as a plaintiff or defendant) and employees elected or appointed to any political or legislative position who request a leave of absence to perform their civic duty shall be granted a leave of absence without pay for the period necessary to fulfill their civic responsibilities.

Section 3. Military Service. Any employee who is a member of a reserve force of the United States or of this State and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this State shall be granted an unpaid leave of absence during the period of such activity, up to a maximum of fifteen (15) full work days per year.

Section 4. Medical Leave. Employees will be granted leaves of absence for medical reasons for as long as their attending physicians require, not to exceed a period of six (6) months.
Section 5. Maternity Leave. Upon written request, maternity leaves of absence without pay shall be granted to all employees who request same. The leave shall begin at a time requested by the employee and shall continue up to a maximum of six (6) months. Employees returning from a maternity leave shall be reinstated to their original job or to a position of like status and pay. There shall be no policy requiring the termination of pregnant employees which is based upon a specific number of months of pregnancy, however, the Employer may request a statement from the employee’s physician that continued performance in the employee’s normal duties will not be injurious to the health of the employee. Employees must give the Employer at least two (2) weeks notice of their intention to return to work.

Section 6. Reasonable Purpose. Leaves of absence without pay for a limited period -- not to exceed six (6) months -- shall be granted for any reasonable purpose, and such leaves may be extended or renewed for any reasonable period. Reasonable purpose in each case shall be agreed upon by the Union and the Employer. Request for leaves of absence must be made in writing indicating the reasons therefore and the requested duration of such leave. Requests for leaves of absence must be made as far in advance as possible, with a minimum of two (2) weeks notice whenever possible.

Employees may request approval for up to three (3) personal leave days without pay each year (July 1st to June 30th). Request for personal leave must be made in writing to the Employer ten (10) days in advance of the leave, wherever practical, however, in all cases as soon as the employee knows of the need. The supervisor shall respond in writing to all personal leave requests within twenty-four (24) hours. If it is necessary to restrict the number of employees on leave at one time, the more senior employees shall be granted the leave. Leaves will be granted on a “first come - first serve” basis, and once leave has been approved, an employee cannot be required to work.

Section 7. Union Business. The Employer will approve written requests for leave without pay, not to exceed one (1) year, for employees elected to any Union office or selected by the Union to do work which takes them from their employment with the Employer.

Section 8. Negotiations. No more than five (5) employees selected to serve on a negotiating committee will be paid for time lost when negotiations are held during their regular shift, such costs to be borne equally by the Employer and the Union. The Union agrees to notify the Employer of the names of employees selected prior to the start of negotiations.

ARTICLE VIII - OVERTIME

Section 1. Overtime Hours. All hours worked in excess of eight (8) hours in any work day; in excess of a forty (40) hour work week; before or after any regularly scheduled eight (8) hour shift; all days in excess of five (5) days in a work week (Thursday through Wednesday) or on any holiday, shall be considered overtime. The Employer agrees to make every effort to establish schedules which do not require more than seven (7) consecutive days of work. For purposes of this Section, all hours of paid leave shall be regarded as hours worked.

Section 2. Overtime Rates. All employees shall be compensated for approved overtime work at the rate of time and one-half (1½) at the employee's regular hourly rate.
**Section 3. Distribution of Overtime.** Overtime work shall be distributed as equally as possible among employees in the same job classification and in the same work area who desire the overtime work. Work areas are Atwood, Garvey Kitchen and Garvey Service Area. An accumulative record of overtime worked and declined for each employee shall be posted on the bulletin boards.

**Section 4. Pyramiding.** There shall be no pyramiding of overtime hours or rates.

**ARTICLE IX - SENIORITY**

**Section 1. Definition.** “Seniority” means an employee's length of continuous service with the Employer since his/her last date of hire. An employee’s continuous service record shall be broken only by voluntary resignation, discharge for just cause, or continuous lay-off in excess of one (1) year. There shall be no deduction from continuous service for any time lost which does not constitute a break in continuous service.

All newly hired employees shall have a sixty (60) calendar day probationary period (exclusive of any periods of lay-off) during which time the Employer shall be sole judge of their qualifications for continuing employment and should their employment be terminated during this period, such termination shall not be subject to the grievance and arbitration provisions of this Agreement. An employee who successfully completes his/her probationary period shall be placed on the seniority list and their seniority date shall be their date of hire.

**Section 2. Seniority Lists.** Every three (3) months the Employer shall post on the department bulletin board a seniority list showing the continuous service of each employee. A copy of this seniority list shall be furnished to the Local Union at the time it is posted. When two or more employees have the same seniority dates, their respective positions on the seniority list shall be determined by lot.

**Section 3. Promotions, Job Vacancies.** When new jobs are available or when other permanent vacancies occur in the bargaining unit, or when temporary vacancies in excess of three (3) weeks occur in the bargaining unit, the vacancies shall be filled as follows:

A) When a job vacancy occurs, the Company will post the job, including the general duties and shift involved, for four (4) consecutive days on the employee bulletin board.

B) Employees desiring to apply for this job will write their names on the posted notice. The successful applicant will be selected on the basis of seniority, provided the employee possesses the ability and qualifications to perform the work required in the new position.

C) The employee shall be provided a complete and accurate job description detailing the duties of the job at the time (s)he begins work. (Each employee currently employed shall be provided a complete and accurate job description detailing the duties of his/her job as of October 1, 1998.)
D) If the employee awarded the job decides, within fifteen (15) working days of the assignment, that he/she does not want the job, the employee shall be returned to the position held before the award. The Employer shall then fill the position according to ‘B’ above. The employee shall not be returned to the previous position until the Employer has secured a replacement or fifteen (15) days after the assignment, whichever comes first.

E) When an employee returns from a leave of absence, the employee filling the temporary vacancy in excess of three (3) weeks will be returned to the job he/she previously held.

F) An employee accepting promotion or transfer to a job within the scope of this Agreement and failing to qualify within fifteen (15) working days shall return to the job from which he/she was promoted or transferred.

G) In the event no employee bids on a posted vacancy within the four (4) day period, the Employer may fill such vacancy as he sees fit, provided the position remains a Union position.

H) The Employer may fill vacancies on a temporary basis during the bidding process.

I) The Employer shall post temporary vacancies. Any vacancy remaining after two (2) postings shall be filled by the Employer with either a Union member, temporary employee, or a casual employee. It is understood that no Union member will receive a loss in hours because of a temporary placement of a Union member by the Employer into a temporary position.

Section 4. Work on a Higher Rated Job. When an employee works a higher rated position for two hours or longer, that employee shall be paid the higher rate for such time spent on that job.

Section 5. Job Abolishment. In the event that a job is abolished an affected employee will have the option to:

A) Bump the less senior employee in the employee's classification.

B) Bump the less senior employee in an equal class provided the bumping employee is qualified to perform the job.

C) Bump the less senior employee in a lower classification provided the bumping employee is qualified to perform the job.
Any employee bumped by the provisions of this Section shall also be permitted to:

A) Bump the least senior employee in the employee's classification.

B) Bump the least senior employee in an equal class provided the bumping employee is qualified to perform the job.

C) Bump the least senior employee in a lower classification provided the bumping employee is qualified to perform the job.

In A, B, and C above, employees shall first bump the employee with the same number of hours in the same, equal, or lower classification.

Section 6. Lay-off. Any interruption of employment in excess of three (3) consecutive work days shall constitute a lay-off. Prior to instituting any lay-off procedures, the Employer shall offer employees to be affected an opportunity to transfer to vacant positions which they are qualified to fill in the bargaining unit on a seniority basis. Lay-off of employees shall be made in the inverse order of seniority within classification in which the lay-off becomes necessary. In every case of lay-off, the Employer shall give written notice to the employee and the local Union Steward or representative as far in advance as is reasonably possible and shall indicate the estimated length of the lay-off.

Section 7. Bumping. If they so desire, employees who are about to be laid off shall be permitted to exercise seniority rights to bump (displace) the least senior employee first in their own classification, second in an equal classification, third in a lower job classification within the bargaining unit providing the bumping employee has greater seniority than the employee who is so displaced and is qualified to perform the job. Employees shall first bump the least senior employee with the same number of hours. Employees bumped by the provisions of this Section shall also be permitted to exercise bumping rights.

Section 8. Reduction in Hours. Two weeks after the beginning of each semester, the Employer will establish a schedule for the remainder of the semester. When hours have been reduced, the Employer shall make every effort to reassign senior employees whose hours have been reduced and who desire more hours to job assignments with the greater number of hours, taking into consideration the factors of seniority, individual abilities and the stability of the operation.

Section 9. Lay-off Lists. Employees who are laid off, bumped, or who change job classification in accordance with the provisions of this Article shall have their name placed on a lay-off list for the class in which they formerly served, in the order of their seniority within classification for each class.

Section 10. Recall. Employees shall be recalled from lay-off in order of their rank on the lay-off list. No new employees shall be hired until all employees on lay-off status, who desire to return to work, have been recalled.

Section 11. Shut-down/Start-up. On partial school days, those employees normally assigned the shift shall be scheduled. If the Employer does not need all the employees on a shift on a partial school day, the Employer shall schedule the senior employees assigned that shift to work. When
the shift that is needed encompasses two shifts, the most senior employees from each shift shall be scheduled.

**ARTICLE X - JOB SAFETY**

Section 1. General. It shall be the policy of the Employer that the safety of his employees, the protection of work areas, and the prevention of accidents are continuing and integral parts of his every day operating responsibility. It shall be the responsibility of all employees to cooperate in programs to promote safety and to comply with rules promulgated to ensure safety. This employee responsibility includes the use of all safety devices provided in accordance with recognized safety procedures.

Section 2. Employee Safety. Any unsafe equipment or job conditions shall be brought to the attention of the supervisor. Any necessary protective equipment or protective clothing shall be furnished by the Employer at no expense to the employee. Employees who continue to use unsafe procedures or equipment after being instructed not to do so shall be subject to disciplinary action.

Section 3. Safety Committee. A joint Union-Management Safety Committee shall be established composed of one (1) representative of the Employer and one (1) representative of the Union from each work area. The Committee shall meet monthly to discuss safety and other matters of concern in an effort to create a better working relationship between the parties, including discussion of duties which could be done by employees on limited duty restrictions.

The Employer shall pay up to fifty dollars ($50.00) once a year for reimbursement for safety shoes or safety overshoes.

**ARTICLE XI - DISCIPLINE AND DISCHARGE**

Section 1. Discipline. Disciplinary action may be imposed upon an employee only for just cause. Any disciplinary action or measures imposed upon an employee may be processed as a grievance through the regular grievance procedure. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Minor infractions, irregularities, or deficiencies shall first be privately brought to the attention of the employee.

Upon written request of an employee, the contents of his/her personnel records shall be disclosed to the employee and/or his/her Union representative and/or his/her legal counsel. Disciplinary action or measures shall include only the following:

1) Oral Reprimand;
2) Written Reprimand;
3) Suspension (notice to be given in writing);
4) Discharge (notice to be given in writing);

The Union shall receive a copy of all written disciplinary actions and the reasons therefore.
Section 2. Discharge. The Employer shall not discharge any employee without just cause. The Union shall have the right to take up the suspension and/or discharge of an employee as a grievance at the second step of the grievance procedure and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary by either party.

Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation in cash for all lost time and with full restoration of all other rights and conditions of employment except as may be otherwise agreed to by the parties or as may be otherwise determined by an arbitrator.

Section 3. Personnel Records. An oral reprimand shall be removed from the employee’s personnel record after six (6) months, and a written reprimand, or a written record of a suspension shall be removed from the employee’s personnel record after one (1) year provided that no further disciplinary action has been entered into the employee’s personnel record during the year.

ARTICLE XII - SETTLEMENT OF DISPUTES

Section 1. Grievance Procedure. Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner.

STEP 1. The Union Steward, with or without the employee, shall take up the grievance or dispute with the employee’s immediate supervisor within fourteen (14) days of his knowledge of its occurrence, provided however, any liability situation shall not begin until the date on which the grievance is filed. The supervisor shall then attempt to adjust the matter and shall respond to the Steward within seven (7) calendar days.

STEP 2. If the grievance has not been settled, it shall be presented in writing by the Union Steward, Grievance Committee, or Union Representative to the Food Service Director within seven (7) days after the Supervisor's response is due. The Food Service Director will respond to the Union Steward, Grievance Committee, or Union Representative in writing within five (5) working days.

STEP 3. If the written grievance remains unresolved, it may be presented to the District Manager by the designated Union Representative within seven (7) calendar days after the Step 2 response is due. The District Manager shall arrange a meeting with the designated Union Representative(s) within seven (7) calendar days. The District Manager shall respond to the Union Representative and the Union Staff Representative in writing within seven (7) calendar days.

STEP 4. If the grievance is still unsettled, the Union may, within sixty (60) days after the reply of the District Manager is due, serve notice of its intention to submit the issue to arbitration by giving written notice to the other party. The selection of an arbitrator and the conduct of any arbitration shall be in accordance with the
voluntary labor arbitration rules of the Federal Mediation and Conciliation Service. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument. Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and outside witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available at a reasonable cost to the other party and the arbitrator. The jurisdiction and the authority of the arbitrator of the grievance and his opinion and award shall be confined exclusively to the interpretation of the expressed provisions of this Agreement and he shall have no authority to add to, detract from, alter, amend, or modify any provisions of this Agreement.

Section 2. Time Limits. The time limitation set forth in this Article may be waived, without prejudice to either party, only upon mutual agreement between the Union and the Employer.

ARTICLE XIII - INSURANCE

Section 1. Life Insurance. The Employer shall provide a group life and accidental death and dismemberment insurance policy in the amount of $5,000.

Section 2. Medical Insurance. Effective July 1, 2005, the Employer shall contribute the following amounts toward the base monthly premium plus sixty-five percent (65%) of any future increase in the base monthly premium for employees participating in the ARAMARK Group Health Plan or the HMO. The employee shall continue to be responsible to pay the difference, as follows, between the Employer's contribution and the total premium each month.

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<th></th>
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</tr>
<tr>
<td>Employee Contribution Per Week</td>
<td>$22.13</td>
<td>$95.92</td>
<td>$167.47</td>
</tr>
<tr>
<td>Employer Contribution Per Week</td>
<td>$88.11</td>
<td>$92.68</td>
<td>$96.80</td>
</tr>
</tbody>
</table>

The above insurance coverage is for any employee who works thirty (30) or more hours per week. When employee contributions are necessary, such contributions shall be made through payroll deduction.

Employees may drop a health insurance participation according to carrier rules. The new employees must choose a coverage within thirty (30) days of hire.
The Employer reserves the right to change insurance carriers during the term of the Agreement so long as the Employer provides substantially equivalent coverage. The Employer will meet and confer with the Union prior to any change in insurance carriers.

Prior to the start of the new insurance open enrollment period, the Employer shall notify the employee of the cost increases in their insurance plan. The Employer will provide, upon request, a breakdown of the insurance costs paid for by the Employer and employee with the best information available.

The Employer agrees to establish with the Union an Insurance Committee to seek out other insurance coverage. When a satisfactory insurance plan is ratified by the Union, the Employer may implement the new insurance plan. The Committee shall meet as needed to assure continuation of a mutually agreeable insurance plan.

**Section 3. Disability Insurance.** The Employer shall make available optional Sickness and Accident Insurance for its employees with terms at least equal to those found in the Master Agreement between the State of Minnesota and the St. Paul Companies.

**Section 4. Payroll Deductions.** With the written authorization of the employee, the Employer shall deduct from the earnings of each employee who has selected optional, employee-paid coverage, an amount sufficient to pay the costs of such coverage and shall remit such deductions to the appropriate insurance carrier or agent in a timely manner.

**Section 5. Premiums During Lay-off.** The Employer agrees to pay the costs and continue in full force and effect all Employer-paid insurance coverage during the first three (3) full calendar months of summer lay-off of any employee covered by this Agreement.

**Section 6. Conversion.** The Employer shall notify in writing employees of their rights to convert the insurance benefits provided in this Article upon separation from service with the Employer.

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**ARTICLE XIV - WAGES**

**Section 1. Salary Ranges.** Effective July 1st, 2005, the salary ranges for employees covered by this Agreement shall be:

<table>
<thead>
<tr>
<th>Class Title</th>
<th>Beginning Rate</th>
<th>90 Day Rate</th>
<th>1 Year Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Utility Worker</td>
<td>9.50</td>
<td>9.85</td>
<td>10.05</td>
</tr>
<tr>
<td>Food Preparation Worker</td>
<td>9.65</td>
<td>10.05</td>
<td>10.275</td>
</tr>
<tr>
<td>Fry Cook</td>
<td>9.70</td>
<td>10.10</td>
<td>10.35</td>
</tr>
<tr>
<td>Cook</td>
<td>10.45</td>
<td>10.85</td>
<td>11.10</td>
</tr>
<tr>
<td>Baker</td>
<td>10.50</td>
<td>11.30</td>
<td>11.60</td>
</tr>
</tbody>
</table>

Effective July 1, 2006, each of the above salary range rates shall be increased by thirty cents (30¢) per hour.
Effective July 1, 2007, each of the above salary range rates shall be increased by thirty-five cents (35¢) per hour.

Effective July 1, 2005, employees shall receive, as a longevity premium, the following amounts for each hour worked:

- After 6 years - 15¢ per hour additional
- After 10 years - 10¢ per hour additional
- After 11 years - 15¢ per hour additional
- After 15 years - 10¢ per hour additional
- After 20 years - 10¢ per hour additional

Employees designated as Lead Workers shall receive an additional 15¢ per hour salary differential.

Section 2. Progression. Employees shall be advanced to the second salary step upon completion of ninety (90) days of work. Upon reaching one (1) year of seniority, the employee shall advance to the top salary step. Such step increases may be withheld if an employee's work performance has been of a less than satisfactory nature. Employees shall be notified in writing as to the reasons a salary step increase has been withheld and may contest such action through the grievance procedure. Withheld step increases may be granted at a subsequent date.

ARTICLE XV – ARAMARK HOURLY 401(K) PLAN

The Company will make the ARAMARK Hourly 401(K) Plan available to employees who are covered by this Contract, after they have one (1) year of service with ARAMARK, on the following basis:

Company Contributions:

Effective July 1, 2005, the Employer's annual contribution rate shall be equal to six percent (6%) of the employee's covered compensation for each employee who elects to participate. Covered compensation is defined as earnings during a plan year including overtime, paid time off for vacations, holidays, etc., but excluding Company contributions for benefits (i.e. group insurance, life insurance, etc.).

Employee Contributions:

(a) Mandatory: In order to participate, the employee must contribute at least two percent (2%) of their pay.

(b) Voluntary: The employee may elect to contribute an additional one percent (1%) or two percent (2%) if they wish.

Vesting:

Company contributions are invested in an interest income pool. The Company contributions and the return on the investment will become vested in accordance with a
graduated scale, with one hundred percent (100%) vesting after seven (7) full years of service with the Company. The program will be administered in accordance with the rules and procedures applicable to the program. Each covered employee will receive a booklet explaining the details of the Plan and an annual statement covering their individual account. The Trustee for the Plan assets is the Banker’s Trust Company.

**ARTICLE XVI - GENERAL PROVISIONS**

Section 1. Pledge Against Discrimination and Coercion. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, physical handicap, or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

All references to employees in this Agreement designate both sexes, and where the male gender is used it shall be construed to include male and female employees.

The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union, which is in accordance with the provisions of this Agreement.

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

Section 2. Employee Bulletin Boards. The Employer agrees to furnish and maintain suitable bulletin boards in convenient places to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards.

Section 3. Union Activities. The Employer agrees that during working hours, on the Employer's premises, and without loss of pay, the Local President and/or his/her designated representatives shall be allowed reasonable time to:

Post Union notices and transmit communications authorized by the Local Union or its officers to the Employer or his/her representative; consult with the Employer, his/her representative, Local Union officers, or other Union representatives concerning the enforcement of any provisions of this Agreement.

The Employer agrees that the Union Steward, an aggrieved employee, and any employee involved in the investigation or processing of a grievance shall be covered by the provisions of this Section.

Section 4. Union Representatives. The Employer agrees that accredited representatives of the American Federation of State, County, and Municipal Employees, whether Local Union representatives, District Council representatives or International representatives, shall have full and free access to the premises of the Employer at any time during working hours to conduct
Union business. The Union agrees that such activity will not unduly interfere with the Employer's operations.

Section 5. Former Benefits. The Employer agrees to furnish meals and three (3) uniforms for each new employee and one (1) uniform each year thereafter. The Employer will replace up to two (2) uniforms per year that are worn out or that no longer fit.

**ARTICLE XVII - NO STRIKE - NO LOCKOUT**

Section 1. No Strikes. It is agreed that during the term of this Agreement neither the Union, its officers or members, shall instigate, call, sanction, condone or participate in any strike, sit-down, stay-in, walkout, slowdown, stoppage or curtailment of work, picketing or willful interference with work or receipt or shipment of materials; provided further, that such actions shall specifically include honoring the picket line of and/or supporting the strike, sit-down, stay-in, etc., by any Union whether or not a party to this Agreement.

In the event that any of the employees violates the provisions of the above paragraph, the Union shall immediately and publicly disavow such action and order any of its members who participate in such action back to their jobs, forward copies of such order to the Company, and use every means at its disposal to prevent the conduct and continuance of such action.

Any employee or employees found to have instigated, actively supported, or participated in such actions shall be subject to immediate discharge.

It is further agreed that during the term of this Agreement, employees shall not be entitled to any fringe benefits or wages whatsoever while they are engaged in a strike, work stoppage or other interruption of work.

In the event of a strike or work stoppage by employees of another bargaining unit on the Campus of St. Cloud State University, the employees of this unit will be required to continue working but will not perform any work which would otherwise be the work of the bargaining unit engaged in this strike or work stoppage.

Section 2. No Lockouts. No lockout of employees shall be instituted by the Employer during the life of this Agreement.

**ARTICLE XVIII - MANAGEMENT RIGHTS**

Except as specifically abridged, delegated, or modified by this Agreement, the management of the food service units, the establishment of uniform and reasonable rules of conduct, and the direction of the work forces are vested exclusively within the company, provided that these rights will not be used for the purpose of discrimination against an employee or to avoid any of the provisions of this Agreement. The Company retains the sole right to hire, discipline, discharge, lay-off, and assign employees, subject only to the restrictions and regulations governing the exercise of these rights as are expressly provided in this Agreement.
ARTICLE XIX - SAVINGS CLAUSE

Should any Article, Section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section, or portion thereof directly specified in the decision; upon the issuance of such a decision, the parties agree to immediately negotiate a substitute for the invalidated Article, Section, or portion thereof.

ARTICLE XX - TERMINATION

This Agreement shall be effective as of the first (1st) day of July, 2005, and shall remain in full force and effect through the thirtieth (30th) day of June, 2008. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred twenty (120) days prior to the expiration date that it desires to modify this Agreement.

In the event that such notice is given, negotiations shall begin not later than ninety (90) days prior to the expiration date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the expiration date set forth in the preceding paragraph.

The Company’s address for purpose of sending an opening notice is as follows:

ARAMARK Services, Inc.
Attention: Labor Relations Dept.
39255 Country Club Dr., Suite B-1
Farmington Hills, MI 48331

The Union’s address for purpose of sending an opening notice is as follows:

AFSCME Council 5, Local 753 (ARA)
300 Hardman Avenue South, Suite 3
South St. Paul, Minnesota 55075
IN WITNESS WHEREOF, the parties hereto have set their hands on the dates stated below.

<table>
<thead>
<tr>
<th>ARAMARK EDUCATIONAL SERVICES, INC.</th>
<th>AFSCME COUNCIL 5 LOCAL 753, AFL-CIO</th>
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<td>Date</td>
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