

AGREEMENT

Between

ARAMARK EDUCATIONAL SERVICES INC.

For the Food Service Employees at

EVERGREEN STATE COLLEGE

Olympia, Washington

And

**INTERNATIONAL LONGSHORE AND
WAREHOUSE UNION, LOCAL 5**

NOVEMBER 30, 2005 - NOVEMBER 29, 2008

TABLE OF CONTENTS

ARTICLE

PAGE

| | | |
|----|---|----|
| 1 | RECOGNITION..... | 1 |
| 2 | INDIVIDUAL RIGHTS..... | 1 |
| 3 | UNION SECURITY AND DUES CHECKOFF..... | 3 |
| 4 | UNION REPRESENTATION..... | 4 |
| 5 | GRIEVANCE PROCEDURE..... | 5 |
| 6 | DISCIPLINE AND DISCHARGE..... | 6 |
| 7 | SENIORITY, LAYOFF AND RECALL..... | 8 |
| 8 | HOURS OF WORK..... | 10 |
| 9 | NON- BARGAINING UNIT AND TEMPORARY WORKERS..... | 11 |
| 10 | HOLIDAYS..... | 12 |
| 11 | VACATION..... | 12 |
| 12 | JURY DUTY AND SUBPOENAED TESTIMONY..... | 13 |
| 13 | FUNERAL PAY..... | 14 |
| 14 | HEALTH AND SAFETY..... | 14 |
| 15 | GENERAL WORKING CONDITIONS..... | 14 |
| 16 | MEDICAL AND LIFE INSURANCE..... | 16 |
| 17 | RETIREMENT PLAN..... | 16 |
| 18 | WAGES..... | 16 |
| 19 | SICK LEAVE..... | 17 |
| 20 | MAINTENANCE OF BENEFITS..... | 17 |
| 21 | STRIKES AND LOCKOUTS..... | 18 |
| 22 | SAVINGS..... | 18 |
| 23 | DURATION..... | 18 |
| | APPENDIX A..... | 20 |
| | APPENDIX B..... | 21 |
| | LETTER OF UNDERSTANDING..... | 22 |

**AGREEMENT
Between
ARAMARK EDUCATION SERVICES INC.
And
INTERNATIONAL LONGSHORE & WAREHOUSE UNION, LOCAL 5**

ARTICLE 1 – RECOGNITION

Section 1. This Agreement is entered into between the ARAMARK Education Services Inc. (hereinafter, “the Employer”) and International Longshore & Warehouse Union Local 5 (hereinafter, “the Union”).

Section 2. The Employer recognizes the Union as the exclusive bargaining representative of all food service workers, cashiers and dishwashers employed by the Employer at the Evergreen State College in Olympia, Washington, and excluding all office employees, and managerial and supervisory employees as defined by the National Labor Relations Act.

Section 3. It is understood and agreed that no person or agency other than the Union shall be dealt with or recognized for bargaining in regard to wages, hours, or working conditions of such persons.

Section 4. Except to the extent expressly limited by a provision of this Agreement, the Employer retains the exclusive right to manage the business and direct the workforce.

ARTICLE 2 – INDIVIDUAL RIGHTS

Section 1. Equal Employment Opportunity. Both the Employer and the Union are committed to providing equal employment opportunity in all areas of human resource management: recruitment, employment, assignment, transfer, promotion, compensation, benefits and training, as well as education, social and recreational programs. It is the Employer’s and the Union’s policy that there will be no discrimination or harassment because of race, color, national origin, alienage or citizenship status, creed, religion, religious affiliation, age, sex, sexual orientation, disability, veteran

status, Union activity or other federal or state protected status. These factors will not affect the Employer's decisions about any aspect of employment.

Section 2. – Affirmative Action. The Employer and the Union fully endorse the concept and practice of affirmative action. Both parties are committed to maintaining a diverse work force of individuals who can work to their fullest potential. In addition to the Employer's specific recruitment initiatives, the parties will work together to make development and advancement opportunities available to all employees.

Section 3. – Harassment. The Employer and the Union are committed to providing a workplace free of sexual harassment (which includes harassment based on gender, pregnancy, childbirth, or related medical conditions), as well as harassment based on such factors as race, color, religion, national origin, ancestry, age, physical disability, mental disability, medical condition, sexual orientation, family care leave status, veteran status or other Federal or State protected status. The Employer and the Union strongly disapprove of and will not tolerate harassment of employees by managers, supervisors, co-workers, vendors, customers or suppliers. Similarly, neither the Employer nor the Union will tolerate such harassment by employees of non-employees with whom the company has a business, service or professional relationship. The Employer and the Union will also attempt to protect employees from harassment by non-employees in the workplace. The Union fully endorses the Employer's policy on harassment, as contained in the Campus Services Employee Handbook for Hourly Employees (September 2004).

Any incident of harassment, including work-related harassment by any company personnel or other person, should be reported promptly to the employee's supervisor or manager (or to any other member of management); to Employee Human Resources Representative who is responsible for investigating the matter; or to a Union Representative, who in turn shall promptly report the matter to an appropriate management representative. . An employee is not required to complain first to his or her supervisor if that supervisor is the individual who is harassing the employee.

Section 4. – Disability and reasonable accommodation. There will be no discrimination because of a protected physical or mental disability, any history of disability, any perceived disability or a relationship or association with someone with a known

disability. The Employer will provide reasonable accommodation to the known physical or mental disability of a qualified applicant or employee when an accommodation is required for the performance of the job unless the accommodation would cause undue hardship. In essence, reasonable accommodation is any change in the work environment or in the way “things are usually done” that enables qualified people to perform their jobs or enjoy equal opportunity, and which does not cause undue hardship to the Employer. The reasonableness of an accommodation will be evaluated on a case-by-case basis. Reasonable accommodation can include job coaching or other supported employment practices provided at no additional cost to the Employer. Workers are determined eligible for such programs through the Washington Division of Developmental Disabilities, and/or Washington State Division of Vocational Rehabilitation.

Section 5. – Terminology. The words “he” and “she”, “him” and “her or “his” and “hers” are used in this Agreement for explanatory purposes only and do not refer to the actual sex of any person.

Section 6. – Personnel records and privacy. In accordance with Washington State law and upon reasonable request, all employees have the right to inspect their personnel files, and to make copies of any document in their files. An employee may grant this same access to the Union.

ARTICLE 3 – UNION SECURITY AND DUES CHECKOFF

Section 1. – Union Security. All non- probationary employees covered by this Agreement shall be required as a condition of employment to become and remain members of the Union in good standing. Tender of the periodic dues uniformly required as a condition of becoming and remaining a member of the Union shall be considered Union membership in good standing for purposes of this provision. The Employer shall terminate any employee who fails to tender such dues within ten days after it receives written notice from the Union that the employee is in arrears.

Section 2. – Dues checkoff. The Employer agrees to deduct the amount of Union dues, as specified by the Union, from the wages of all employees who have executed written authorization for checkoff of Union dues in the form attached hereto as Appendix A.

Such dues shall be forwarded monthly to the Union, with a list of all bargaining unit members' names. The Employer will make best efforts to provide each employee's address, gross pay, and amount of dues withheld with each monthly list.

Section 3. – Hold harmless. The Union shall hold the Employer harmless from any claims arising from the implementation and continuation of this Article 3.

ARTICLE 4 – UNION REPRESENTATION

Section 1. – Union representatives. The Union shall notify the Employer in writing of its authorized Union Representatives and any non-employee representatives who may have contact with the bargaining unit or Employer representatives. The Employers will not be held responsible for recognizing and/or using any representative so designated until it has received written notice that the individual no longer serves in that capacity, nor for refusing to recognize and/or use any representative not on the Union's list.

The Union shall select a Bargaining Unit Representative who shall act as the spokesperson to the Employer for official agreements between the Union and the Employer.

Section 2. – Interviews and investigations. In accordance with "Weingarten" and its progeny, an employee may request the presence of a Union Representative for or during any meeting with the Employer, which is investigatory in nature, and which the employee reasonably believes could result in disciplinary action. The steward requested must inform his or her supervisor in advance of the need to cease work, and will be paid for the actual duration of the meeting as well as up to fifteen minutes of preparation time.

Section 3. – Grievances and negotiations. Unit Representative and members of the Union negotiating committee who are employees of the Employer shall be afforded such reasonable time off as may be required for the performance of their duties, namely:

- (a) to meet with, or attend meetings with, Employer representatives, or special meetings called by the Employer, without loss of time or pay;
- (b) to attend meetings with Employer representatives pertaining to grievances, including arbitrations, pursuant to Article 5 of this Agreement, without loss of time or pay.

An employee attending meetings described in this Section shall inform his or her

supervisor in advance of the need to attend such meetings.

Section 4. – Union bulletin boards and information. The Employer will provide bulletin boards in the market greenery, and Seminar 2 building for use by the Union. Duly authorized representatives of the Union may post notices and other Union materials on these bulletin boards, and shall sign any such postings. Union Representatives will have the right to distribute Union materials at the workplace to other members of the bargaining unit, provided that this is done in such manner as not to interfere with the performance of employee duties or the operation of the Employer's business.

Section 5. – Union leave. Officers, Unit Representatives and other elected representatives of the Union will be allowed up to five days each of unpaid leave each calendar year for Union business, conferences, seminars, conventions and training, subject to giving reasonable advance notice and the Employer's bona fide business requirements. An employee who becomes a full-time representative of the Union will, upon one month's notice to the Employer, be granted unpaid leave of up to four (4) years. At the end of the leave, the employee will be returned to his previous job and retain the same seniority date as previously held in accordance with this Agreement. The leave may be extended beyond four (4) years by mutual agreement between the Union and the Employer.

Section 6. – Union representative. An outside representative of the Union (one who is not a member of the bargaining unit) shall have the right to interview employees on duty or inspect employee working conditions at reasonable times and in such manner as not to interfere with the performance of employee duties or the operation of the Employer's business. The representative shall notify the general manager or manager on duty of his or her presence in the workplace prior to interviewing any employee or inspecting the premises. No representative shall be permitted to interview employees during the busy meal time hours, which will be agreed upon between the Union and the Employer.

ARTICLE 5 – GRIEVANCE PROCEDURE

Section 1. The parties agree that, when possible, it is preferable to resolve potential disciplinary situations through informal counseling.

Section 2. Grievances and disputes which arise under this Agreement, or in connection with pay, wages, hours and other conditions of employment, shall be settled as follows:

Step 1. The employee or a shop steward shall present the grievance to the employee's immediate supervisor. Every effort will be made to resolve grievances orally at this level.

Step 2. If a dispute cannot be settled at Step 1, the Union will notify the general manager. Such notice will be given within seven calendar days. The Union and the representative of the Employer will meet at The Evergreen State College within one week of such notice and will make every effort to settle the dispute. The Employer will provide a written response within seven calendar days of that meeting.

Step 3. If the Union is not satisfied with the Employer's response in Step 2, the Union may notify the District Manager and/or the Labor Relations Manager in writing within seven (7) calendar days of the Employer's response in Step 2. The parties will have seven days to resolve the issue.

Section 3. A grievance regarding a termination shall be initiated at Step 2 of the above process.

Section 4. Failing to resolve the issue in Step 3, the Union may move to arbitration by requesting a list of seven arbitrators from the Federal Mediation Service. The Employer and the Union will select an arbitrator within fourteen days of receiving the list by alternately striking a name until one remains. The arbitrator's fee shall be split equally between the Employer and the Union. The arbitrator's decision shall be final and binding on the parties.

Section 5. The parties may, by mutual agreement, use the Federal Mediation and Conciliation Service to mediate a dispute after Step 3 and before arbitration. Such agreement will suspend the grievance and arbitration time limits. The decision of the mediator is not final and binding.

Section 6. Failure of the Union to proceed within any time limits set forth in this section

shall constitute a waiver of the grievance. If the Employer fails to act within any time limit set forth in this section, the grievance shall proceed automatically to the next step. Time limits may be extended by mutual written agreement between the Employer and the Union.

ARTICLE 6 – DISCIPLINE AND DISCHARGE

Section 1. No employee who has completed the probationary period shall be disciplined or discharged except for just cause.

Section 2. Discipline for employees who have completed the probationary period shall be progressive. The first step for any infraction will be a verbal warning; the second step will be written warning with counseling, at which a Union Representative will be present at the employee's request; the third step will be a final written warning; and the final step will be termination. Except for gross misconduct, no employee who has completed the probationary period will be suspended or terminated without the above progressive discipline. Notice of all disciplinary action will be sent to Local 5.

Section 3. The following acts in the workplace are examples and representative of what may be considered gross misconduct and may result in immediate dismissal:

1. theft;
2. physical fighting;
3. falsification of personal or time records;
4. threatening an employee or customer;
5. possession, use, buying or selling of alcohol or illegal drugs, or reporting to work under the influence of alcohol or illegal drugs;
6. sexual harassment; or,
7. serious criminal misconduct.

The above list does not constitute all of the acts which may be considered to be gross misconduct and therefore which may result in an immediate dismissal.

It is understood and agreed that under most circumstances, progressive discipline is preferable to immediate termination, even for gross misconduct, and every effort will be made to utilize progressive discipline whenever practical.

When deciding on the appropriate level of discipline, it is understood that the Employer

shall consider the worker's length of service and past record. Therefore, discipline for similar violations may not be exactly the same for different individuals.

Section 4. The Employer may discharge any worker for just cause provided, however, that before any employee is discharged, the Employer shall give both the employee and the Union forty-eight hours notice in writing of the intent to do so and setting forth the causes therefore. During the said forty-eight hours, a joint investigation by the Union and the Employer shall be made for the purpose of determining whether the reasons for discharge are sufficient and proper. In the event that it is determined through the investigation that the employee was unjustly discharged, then he or she shall be paid for all time lost.

Section 5. All disciplinary actions involving employees who have completed the probationary period are subject to the grievance procedure, Article 5 of this Agreement.

ARTICLE 7 – SENIORITY, LAYOFF AND RECALL

Section 1. Employees will be regarded as temporary or probationary for the first 30 calendar days of their employment. The probationary period may be extended by the Employer for an additional 30 days. If a probationary employee is out on leave for a period of more than two weeks, the probationary period may be extended for the period of the leave. If the probationary period is extended for reasons other than a leave, the Employer will provide the affected employee with a written explanation for the extension, and what the employee will need to do to become a regular employee. The Employer will notify the Union as to whether a probationary employee has had the probationary period extended, been made a regular employee, or been terminated. After completion of their probationary period, employees will be deemed eligible and placed on the seniority list as of the original hiring date. Seniority for purposes of this Section will be based on the original date of hire as a food service worker at The Evergreen State College. During and at the end of the probationary period, the Employer may discipline, discharge or take any action which the Employer deems appropriate with respect to any such probationary employee in its discretion, and such discipline, discharge or other action shall not be subject to the grievance procedure.

Section 2. In the event of layoff, the Employer will first solicit voluntary layoffs. If there are volunteers for layoff, the most senior employee who volunteers within the

Classification will be laid off. If there are no volunteers, the employee with the least unit seniority in the job classification affected will be laid off. Classifications are as follows:

- Classification I: Cook/Baker
- Classification II: Cashier/Barista
- Classification III: Food Service Worker

Section 3. Involuntary layoff will be by inverse unit seniority within a classification. A senior employee may “bump” into a position as baker or cook only if the employee has worked satisfactorily in that position with the Employer in the past or otherwise has demonstrated ability to do the job. Upon selection for any position by the Employer, the Employer agrees to provide training to enable the employee to perform to required standards.

Section 4. For purposes of recall, work will be offered to the most senior person on lay off in the job classification involved. To be recalled into a position as baker or cook, a laid-off employee must have worked satisfactorily in that position with The Employer in the past.

Section 5. The Employer will post a seniority list every three months. The Employer will post and provide to the Union at least four weeks in advance a projection of anticipated seasonal layoffs at the end of the conference season, Thanksgiving, Christmas, the middle of the winter quarter, spring break and the end of the school year. Such layoffs will be by reverse seniority. For employees with the same hiring date, seniority will be by alphabetical order of last name, then first name. The Union and the Employer will work together to ensure that all employees who are affected are aware of the projected layoffs. At least one week before the layoff is to take place, the Employer will post a notice of employees who will be laid-off. If the Employer fails to post this layoff notice at least one week in advance, the laid-off workers will be entitled to pay in lieu of notice. For other, non-seasonal layoffs, the Employer will provide as much advance notice as is reasonably practical with a good faith effort.

Section 6. Within seventy-two (72) hours of the posting or announcement of a layoff, employees who want to work during the layoff must inform the Employer. The most senior qualified employees who want to work during the layoff will be retained.

Section 7. There will be no hiring of new employees while any employees qualified and willing to do the job in question are laid-off.

Section 8. For recall, transfer, shift preference and promotion, the most senior qualified employee will have first priority except as defined in Section 4 of this Article.

Section 9. A job opening that is expected to last at least thirty days will be posted at least two days before being filled, including information as to how long the job is expected to last. Any current employee may sign the posting to be considered for the job. The job will be awarded to the most senior qualified employee signing for the posting. If no current employee signs the posting, the Employer may hire a new employee.

Section 10. In the absence of evidence to the contrary, there will be a presumption that an employee is qualified for any bargaining unit position other than cook or baker. An employee must have demonstrated ability to apply for a job as a cook or baker. An employee that is seeking a new position and has demonstrated his or her ability to perform the work will be given a two-week trial period. If at the end of the trial period the employee has demonstrated an inability to perform the job, he or she shall be given the first available job for which he or she is qualified.

Section 11. For purposes of Section 7, 8 and 9 of this Article, the Employer shall be the judge of the employee's ability to do the job, subject to review with the Union within two days of the Employer's notification to the Union of the decision. The Employer shall notify the Union of the decision within twenty-four (24) hours of any determination that an employee is not able to perform the work in question.

Article 12. An employee will lose seniority in the event of discharge for just cause or resignation, except for purposes of vacation eligibility, as defined in Article 11, Section 2. Employees will also lose seniority if they are on lay-off status for more than nine months. Employees will also lose all seniority if they are in a management position for more than 60 calendar days.

ARTICLE 8 – HOURS OF WORK

Section 1. Full-time employees are those who have successfully completed their

probationary period and regularly work at least thirty hours per week. Full-time employees will receive all benefits provided in this Agreement, and are eligible to participate in any other The Employer benefit programs.

Section 2. Part-time employees are those who have successfully completed their probationary period and regularly work less than thirty hours per week.

Section 3. Both the Employer and the Union recognize the desirability of a stable work schedule. Weekly schedules will be posted on a Wednesday for the following Wednesday through Tuesday.

Section 4. Overtime, at a rate of one and one half (1 ½) times an employee's regular hourly pay, will be paid to hourly employees for all hours worked over forty (40) hours in a work week .

Section 5. It is understood that overtime may be required on an emergency basis. No employee will be required to work more than twelve (12) hours in a day or fifty (50) hours in a week. No employee will be required to come in on a scheduled day off, other than in an emergency situation. The Employer will provide at least seventy-two (72) hours notice of scheduled (non-emergency) overtime. Every effort will be made to equalize opportunity for voluntary overtime work. Overtime work must be authorized by the Employer, or the employee may be subject to disciplinary actions

Section 6. Overtime work will be compensated at one- and one-half regular hourly pay.

Section 7. When the Employer orders an employee to report for work, or fails to notify an employee not to report for work for any reason, and said employee is not permitted to work, the Employer shall pay the employee for the number of hours scheduled or four hours, whichever is less. An employee who is called in for extra time will not lose a regular scheduled workday.

Section 8. An employee is entitled to a meal period of at least thirty minutes if he or she works at least four hours in a day. If he or she is required to remain on duty during the meal period, he or she must be paid for that time. An employee is entitled to at least a ten-minute paid rest break for each four hours worked. If he or she is required to remain on duty during a rest break, he or she shall be paid an additional thirty minutes

at straight-time pay for each rest period worked. It is the responsibility of both the employee and management to ensure that meal and rest breaks are taken.

ARTICLE 9 – NON- BARGAINING UNIT AND TEMPORARY WORKERS

Section 1. The parties recognize that it may sometimes be necessary to make use of temporary employees.

Section 2. No temporary employees will be hired while any regular full-time or part-time qualified employee or an employee on layoff is willing and able to accept the work.

Section 3. When temporary workers are hired, additional hours will normally be offered to regular employees before they are offered to temporary employees. If the additional hours would involve overtime pay for regular employees but not for temporary employees, the work may be offered to a temporary employee.

Section 4. No worker shall be classified as temporary for more than 30 days. If a temporary worker remains employed for 30 days within a six-month period, he or she shall be immediately reclassified as a regular employee, and the 30 day service as a temporary employee shall constitute the probationary period, provided, however, that the Employer may extend the probationary period as set forth in Article 7, Section 1 of this Agreement.

Section 5. The Employer will notify the Union of the hiring of any temporary employees, including the anticipated length of employment.

Section 6. Management will not do bargaining unit work except in cases of emergency, absenteeism, training, client special request, and immediate unscheduled overflow of work.

ARTICLE 10 – HOLIDAYS

Section 1. All regular full-time employees are eligible for holiday pay. Holidays are defined as New Years Day, Martin Luther King's Birthday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

Section 2. Regular full-time employees will receive the amount of pay equivalent to the number of hours they are regularly scheduled for each holiday.

Section 3. All eligible employees that work on a holiday will be paid at the rate of time and one-half.

Section 4. If a holiday occurs during an employee's vacation, the employee will be entitled to take an extra vacation day at a time approved by the manager.

Section 5. When the designated holiday is taken off, the holiday hours paid are included as part of hours worked for the calculation of overtime.

Section 6. No holiday is afforded to any employees who are on layoff.

ARTICLE 11 – VACATION

Section 1. All employees that regularly work thirty (30) hours or more per week are eligible for vacation pay. The number of hours of vacation pay shall be determined based on the number of hours worked as per the schedule set forth in Section 2 below.

Section 2. Vacation accrual will be computed according to the following rates:

| <u>Length of service</u> | <u>Accrual per hour worked</u> |
|--------------------------------|--------------------------------|
| 0 – 1 year of employment | 0.0192 hours |
| 1 – 4 years of employment | 0.0385 hours |
| 4 – 9 years of employment | 0.0577 hours |
| 10 or more years of employment | 0.0769 hours |

For purposes of this Section, an employee who transfers from another location of the Employer will be credited for previous years of service with the Employer.

Section 3. Any eligible employee, as defined in Section 1 of this Article 11, who has completed one (1) year of service may use vacation as it is accrued. Vacation may not be taken before it is earned, except with the prior approval of the employee's supervisor. Therefore, employees who take vacation during the year and who terminate before they have earned the vacation will have that amount of vacation time deducted from the final paycheck.

Section 4. Employees who terminate will be paid, in their final paycheck, for vacation time earned but not taken prior to their termination.

Section 5. The amount of vacation accrued at any time may not exceed twice an employee's current annual entitlement or five weeks, whichever is lesser. Once this maximum is reached, all further accruals will cease. Vacation accruals will recommence after the employee has taken vacation and accrued vacation has dropped below the applicable maximum.

Section 6. Vacation may be scheduled at any time during the vacation year with prior approval of the manager, which shall not be unreasonably denied. An employee should generally give at least fourteen calendar days advance notice prior to the anticipated vacation.

Section 7. An employee who is on leave under the federal or Washington State Family and Medical Leave Act (FMLA) may choose to use accrued vacation for the time off.

ARTICLE 12 – JURY DUTY AND SUBPOENAED TESTIMONY

Section 1. If an employee is called for jury duty or subpoenaed as a witness, the Employer will pay the difference between the employee's regular earnings and the fee that he or she receives for jury service, for up to two weeks per year.

Section 2. The employee will give the manager a copy of the jury notice or subpoena. If the employee gets out of court prior to the end of his or her shift, he or she will call the manager to see whether he or she should come in for the rest of that day. Upon return to work, the employee will give the manager proof of attendance in court.

Section 3. The Employer will not discriminate against any employee because the employee has been summoned for jury duty or subpoenaed to testify.

ARTICLE 13 – FUNERAL PAY

Section 1. Any regular employee who has completed the probationary period may take up to three days with pay in the event of a death in the employee's immediate family. For purposes of this policy, immediate family is defined as spouse, domestic partner, children, grandchildren, parents, grandparents, siblings, mother-in-law or father-in-law.

Section 2. Any regular employee who has completed the probationary period may take one day off with pay in the event of the death of the employee's niece, nephew, sister-in-law or brother-in-law.

Section 3. Employees are asked to notify the manager as soon as possible and indicate the number of days that they expect to be absent.

ARTICLE 14 – HEALTH AND SAFETY

Section 1. The Employer will maintain a safe and healthy working environment in accordance with all applicable federal, state and county health department regulations.

Section 2. Cashiers will be permitted to sit on chairs or stools that will be adequately provided for by the Employer.

ARTICLE 15 – GENERAL WORKING CONDITIONS

Section 1. The Employer will provide all required uniforms and will make best efforts to require the uniform supplier to provide appropriate sizes of uniforms. Employees will be issued two hats and two nametags per year. Additional hats and name tags missing as a result of negligence on the part of the employees will be replaced at the employee's expense. The Employer will also provide one pair of non-slip shoes each six (6) months (shoes up to a maximum of twenty-five (\$25.00) dollars per paid deliver price) or one pair of non-slip shoes each year (shoes up to a maximum of fifty (\$50) dollars per paid delivery price).

Section 2. A newly hired employee will be responsible for paying the cost of any job training, license or certificate required of an employee as a condition of employment. After three months of employment the employee will be reimbursed by the Employer for such costs. The Employer will also pay the cost for renewal of any such license or certificate, or any additional required training, for employees who have at least three months of service.

Section 3. The Employer will continue its current policy to provide each employee a meal for each shift worked.

Section 4. The Employer will continue to provide parking permit for The Evergreen State College to each employee who works more than fifteen hours per week, and who has completed the probationary period, or will provide a bus pass as an alternative for employees who use public transportation.

Section 5. Unavoidable or accidental breakage or destruction of merchandise or equipment shall not be charged against the employee.

Section 6. Employees are not permitted to smoke during work hours except in designated areas.

Section 7. In case of severe inclement weather, employees must call the campus to see if the food service is open or closed. The Employer will ensure that closure information is available at least one hour before the start of a shift. Employees who do no attempt to call in for closure information will not be entitled to payment of minimum work

guarantees in Article 8, Section 7.

Section 8 At any time during employment, a regular employee may request training in other positions and /or classifications an employer shall grant said requests except for bona fide business reasons.

ARTICLE 16 – MEDICAL AND LIFE INSURANCE

The Employer agrees to continue the present The Employer medical and life insurance programs for the life of this Agreement.

ARTICLE 17 – RETIREMENT PLAN

The Employer agrees to maintain the current ARAMARK 401(k) plan in effect for the life of this Agreement. A copy of the Employer's 401(k) plan will be provided to the Union, and all contributions will be subject to the provisions of that 401(k) plan.

ARTICLE 18 – WAGES

Section 1. Effective November 30, 2005 of this Agreement, the minimum wage for all employees covered by this Agreement will be \$9.75 per hour.

Section 2. Effective November 30, 2005, the minimum wage for all cooks and bakers will be \$10.75 per hour.

Section 3. Notwithstanding the above, effective November 30, 2006, all employees will receive a wage increase of at least thirty- five (0.35) cents per hour.

Section 4. Effective November 30, 2006, the minimum wage for all employees covered by this Agreement will be \$10.10 per hour.

Section 5. Effective November 30, 2006, the minimum wage for all cooks and bakers will be \$11.10 per hour.

Section 6. Notwithstanding the above, effective November 30, 2006, all employees will receive a wage increase of at least thirty- five cents per hour.

Section 7. Effective November 29, 2007, the minimum wage for all employees covered by this Agreement will be \$10.45 per hour.

Section 8. Effective November 29, 2007, the minimum wage for all cooks and bakers will be \$11.45 per hour.

Section 9. Notwithstanding the above, effective November 29, 2007 all employees will receive a wage increase of at least thirty- five cents per hour.

Section 10. No employee shall receive less than the above minimum wages.

ARTICLE 19 – SICK LEAVE

Regular full-time employees who have completed their probationary period are entitled to receive full pay for up to forty- eight hours per calendar year based on hours worked while absent from work due to personal illness or injury. Part-time employees who have completed their probationary period are entitled to receive full pay for up to twenty- four (24) hours per calendar year based on hours worked while absent from work due to personal illness or injury. Sick pay benefits do not accrue, however, and they are not carried over from year to year. Physician's notes will not be required unless the Employer has a good faith belief that the employee is not sick; or the employee is returning from an injury or illness leave such as FMLA. Workers' Compensation or State Disability; and the Employer, in good faith, may ask for a physician's note where an absence of consecutive days indicates a more serious illness. The Employer will notify the Union's Bargaining Representative of any request for a physician's note.

ARTICLE 20 – MAINTENANCE OF BENEFITS

Section 1. All employee benefits in effect at the time of ratification of this Agreement shall remain in effect for the life of the Agreement, unless changes are negotiated with the Union. Any employee who, prior to the effective date of this Agreement, who was receiving more favorable vacation time, holidays, or pay in excess of that provided herein, shall not have his or her pay or benefits reduced as a result of this Agreement. However, any employee that voluntarily changes their job will be paid the rate for the job as specified in this Agreement.

Section 2. Notice of proposed changes in local or corporate policies and procedures will be sent to the Union at least fourteen days prior to implementation. Such policies and procedures shall not be arbitrary, discriminatory, unreasonable or inconsistent with any provision of this Agreement. At any time the Union may grieve the implementation of these policies and procedures.

Section 3. Any new classifications or rates of pay will be negotiated with the Union.

ARTICLE 21 – STRIKES AND LOCKOUTS

Section 1. For the duration of this Agreement, the Union and its members will not authorize or conduct any strike or work stoppage. Such actions may result in discipline or termination. In the event of such action, the Union will, as soon as possible but in no event later than 24 hours of a request by the Employer, publicly disavow the action, notify the employees of its disapproval and instruct employees to cease such action and return to work immediately. Failure or refusal of an employee to comply with the provisions of this section may result in discipline or discharge.

Section 2. The Employer will not lock out employees for the duration of this Agreement.

ARTICLE 22 – SAVINGS

Should any federal, State or local law or the final determination of any board or court of competent jurisdiction be in conflict with any provision of this contract, the provision so affected shall not be enforceable, but the remainder of this contract shall continue in full force and effect.

ARTICLE 23 – DURATION

Section 1. This Agreement shall take effect on November 30, 2005 and remain in effect until November 29, 2008.

Section 2. Not more than ninety days prior to the expiration date of this Agreement, either party may notify the other in writing, by certified mail, of its desire to amend or terminate this Agreement.

Section 3. If neither party so notifies the other, this Agreement shall remain in effect for successive one-year periods thereafter, subject to modification or termination through the notification process in Section 2.

Section 4. The terms and conditions of this Agreement shall remain in effect during negotiations for a successor agreement.

Section 5. If negotiations do not result in a new agreement prior to the expiration of this Agreement, the new agreement shall be made retroactive to the expiration date of this Agreement.

For ARAMARK Educational Services Inc

For ILWU Local 5

APPENDIX A

Authorization for Checkoff of Dues and/or Fees

To: **ARAMARK EDUCATION SERVICES INC.**

Irrespective of any membership or non-membership status in the Union, I hereby assign to Local Union No. 5, International Longshore & Warehouse Union (ILWU), AFL-CIO (herein called the "Union") from any wages earned by me as an employee of Aramark Education Services Inc. (in my present or future employment by you) such sums as the Financial Officer of the Union may certify as due and owing from me as an initiation fee, periodic dues, including any reinstatement fee and assessment, monthly dues, and/or monthly financial core agency fees (either the full amount or reduced per timely objection) in such sums as may be established from time to time by the Union in accordance with its Constitution and Bylaws. I authorize and direct you to deduct from my pay and to remit same to the Union on a monthly basis or at such times and in such manner as may otherwise be agreed upon between you and the Union at any time while this recognition is in effect.

This assignment, authorization and direction shall be irrevocable for the period of one (1) year from the date appearing below or until the termination of the collective bargaining agreement between the Company and the Union which may be in force at the time of the signing of this authorization, whichever shall occur sooner; and I agree and direct that this assignment, authorization and direction shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year each or the period of each succeeding applicable collective bargaining agreement, between the Company and the Union, whichever shall be shorter, unless written notice shall be given by me to the Company and the Union within thirty (30) days prior to the expiration of each period of one (1) year, or of each applicable collective bargaining agreement between the Company and the Union, whichever occurs sooner.

[Signature]

[Date]

[Please print full name]

[Social Security number]

[Address]

[City, State, Zip]

[Telephone]

[Email address]

APPENDIX B

Classification I: Cashier, Barista

Classification II: Cook, Baker

Classification III: Food Service Worker

Letter of Understanding

Upon ratification of the contract between ILWU Local 5 and ARAMARK Educational Services Inc., the two parties agree to the below:

The Employer shall allow the Union to include the Local 5 newsletter, "Bridges" with the paychecks at a frequency of no more than one (1) time per month.

Signed,

For ARAMARK Educational Services Inc

For ILWU Local 5
