

AGREEMENT

This Agreement made and entered into as of the 1st day of July, 2003 by and between **ARAMARK CAMPUS, INC.**, a Delaware Corporation, managing the food service operations for Barnard College, New York, New York (hereinafter referred to as the "EMPLOYER") and **TRANSPORT WORKERS UNION OF AMERICA, AFL-CIO, and its Local NO. 264** (hereinafter referred to as the "UNION").

ARTICLE 1 - RECOGNITION

The Employer recognizes this Union as the sole and exclusive collective bargaining representative of the employees of the Employer with regard to wages, hours and working conditions who work in the food service operational unit of the Employer at Barnard College, New York City, excluding students, administrative, clerical, chefs, guards and professional employees. If a bargaining unit employee leaves the Company for any reason and the Company decides to replace the employee, the Company will fill the position with a bargaining unit employee. The Company may continue the practice of hiring student workers and must also abide by the practice of not exceeding the 35% student worker ratio of whatever the number of employees in the bargaining unit.

ARTICLE 2 - UNION SECURITY

SECTION 1 - UNION MEMBERSHIP REQUIRED

(a) All new full time and part time employees will, thirty (30) days after his employment or the effective of execution date of this Agreement, whichever is later, as a condition of this employment during the term of this Agreement, become and remain a member of the Union to the extent of tendering to the Union initiation fee and periodic dues uniformly required for the acquisition and retention of membership in the Union. The Union will notify the Employer in writing of each employee who may so fail to tender such fee or dues. If the affected employee does not, within fifteen (15) days of each such notice make the required tender, the Employer upon written demand from the Union will

discharge such employee, provided, however, that nothing contained herein, shall otherwise require the Union to retain an employee or a member of the Union.

(b) A full-time employee is one who is regularly scheduled for forty (40) hours per week. A part-time employee is one who is regularly scheduled for at least ten (10) hours up to but not including a maximum of forty (40) hours per week. Part-time employees shall not receive hospitalization and medical benefits but shall receive all other fringe benefits on pro rated basis.

(c) 1. A temporary Employee is one taken on for a period of time not to exceed an aggregate of one month in any contract year, to do substitute work during vacation leave or any other leave. The said one month period may be extended by mutual agreement between the employer and the union. Should a regular employee be absent from work then a temporary employee may be used to do substitute work for the schedule of a regular employee. The temporary employee will be assigned the schedule only after all senior employees have been offered schedules to choose from. No temporary employee will be assigned any work during a lay-off of any regular employee, unless the employee refuses work or the employer notifies the union that the offer was made with no response.

The Company will develop a list of ten (10) temporary on call employees who will be in the bargaining unit. These employees will be the first to be called to fill in for a regular employee who is absent with less than two (2) hours notice (a call out procedure will be developed by the parties to govern this section). The temporary on call employees will be hired on progression in the utility classification. Regular employees will be called after the temporary on call employees have been called with respect to the two (2) hours mentioned above.

2. At the termination of the specific period or the completion of the work for which such person was employed, the employer shall have the right to lay-off or release said employee.

3. The employer shall inform the union of the name, address, and date of hire or date of arrival from a temp agency of all temporary employees at the start of such employment.

4. For the purpose of overtime Temporary Employees shall be offered overtime only after all regular employees have been so offered.

SECTION 2 - CHECK-OFF OF UNION DUES - INITIATION FEES

- (a) Upon receipt of signed authorization from the employees in the bargaining unit, which comply with the requirements of the National Labor Relations Act, the Company, for each employee who is a member of the Union, shall deduct from the first pay of each month otherwise payable to such employee the Union dues for the preceding month or any initiation fee, all as hereinafter provided, and shall promptly remit the aggregate of such dues and initiation fees to the President and Treasurer and Local 264 in the form of a check payable to their joint order. The Company also agrees to deduct from employees' pay, voluntary "COPE" deductions for those employees who sign authorization cards. The Company also agrees to deduct all fines, assessments submitted by the President or Treasurer of Local 264 from the wages of any employees who are members of the Union provided that the signed authorization card by the member authorizes this action. Local 264 will be responsible for all legal action which may result from this action taken by the Company.
- (b) The monthly dues and the initiation fee for employees, who shall have become members of the Union during the preceding months, to be deducted as aforesaid shall be determined by the Union at its national convention and notice of such dues shall be provided to the Company and the Secretary and Treasurer of Local 264. No monthly dues shall be deducted from the pay of any member of the Union in the same month in which an initiation fee is so deducted from his/her pay.
- (c) On or before the last day of each month, the President or Treasurer of Local 264 shall furnish the Company with a list showing the name and address of any employee who shall have become a member in good standing in the Union and of any employee who shall have ceased to be such a member

since the last previous list so furnished to the Company. Any such list, including the names of employees who have become members, shall be accompanied by cards executed by such new members authorizing the Company to make the deductions provided for in this Article 2.

- (d) The Company shall provide a list of newly hired and/or terminated employees stipulating Name, Department and Job Title to the Union once every two (2) months.
- (e) The Union shall be permitted to hold twelve (12) General Union Meetings during the term of the contract, with a maximum of six (6) meetings in a calendar year and a maximum of one (1) in a week at mutually agreed times. The Union will give at least 48 hours notice of such meetings. This shall not include any emergency meetings that may be requested due to conditions existing on the College premises, or any sectional meeting held on the employees break periods.

SECTION 3 - VISITATION

Authorized representatives of the Union shall be permitted to visit the Employer's premises on proper Union business during working hours. The representative will give reasonable notice to the Employer prior to entering the Employer's premises stating the purpose of the visit which shall not interfere with the work of the employees.

SECTION 4 - UNION COMMITTEE

The Employer agrees to recognize the committee of the Union, comprised of the International Representative, the existing steward or stewards and the officers of TWU Local Union 264.

- (a) The Employer and the Union shall establish a Health and Safety Committee which shall meet three (3) times per contract year to review health and safety issues.
- (b) The Employer and the Union shall establish a Labor Management Committee which shall meet upon request of any of the parties. The committee shall consist of: The Employer: One senior member of the Employer (ARAMARK), the present Unit Director and any other manager of the Employer (ARAMARK). The Union: A

representative of TWU International, President of Local 264 and any other Union Representative. The committee shall seek to resolve any problem that is of importance to any of the parties.

SECTION 5 - BULLETIN BOARDS

The Union will have the right to use the existing bulletin boards of the Employer, for posting notices of legitimate Union business, provided that all such notices are signed by an authorized representative of the Union. The parties acknowledge that the Employer is not responsible by reason of any such Union posting or for the contents thereof, and the Union shall indemnify the Employer against any and all liability resulting therefrom.

ARTICLE 3 - SENIORITY AND QUALIFICATION

SECTION 1 - SENIORITY DEFINED

Seniority shall be viewed as the date of hire of an employee by the past or present employer within the food service unit at Barnard College to present day. For the purpose of bidding for permanent posted jobs, overall seniority will apply. For the purpose of temporary filling of vacancies not to exceed 3 months. The seniority of an employee within the job category of said vacancy shall be given first choice to fill said vacancy.

- (a) **Qualification Defined.** Qualification shall be deemed as the following:
- I. Employee work experience in the employer's establishment.
 - ii. Certificate or any other educational document showing proficiency in the required job category.
 - iii. Overall job performance in the work place.
 - iv. Where the above evaluations are equal, then the employer may require the applicants to be tested oral, written or practical. The tested employee may require the presence of the union. The employer shall conform with all Local, State and Federal laws governing any such test.
- (b) **Rebid Procedure.** Should the Union and the Employer agree that a general or partial rebid is needed, the parties shall meet to formulate an agreement on employee bidding rights.

SECTION 2 - PROBATIONARY PERIOD

A new employee will be on probation until he has actually worked for forty-five days (45) days. During the Probationary Period, an employee will be subject to discipline, up to and including discharge, in the sole discretion of the Employer, and such action will not be subject to grievance procedure in Article 13 of the Agreement. If retained thereafter, he will be placed on one of the seniority lists maintained by the Employer.

SECTION 3 - PREFERENCE GIVEN FOR SENIORITY

Preference shall be given as enumerated below, according to their respective seniority, provided that such employees are available at such time as the work is assigned and are qualified to perform the work required. Employees in order of their seniority shall have preference:

- (a) To available work opportunity in the event of a regular layoff.
- (b) To available work opportunity in the event of a recall.
- (c) In selection of vacations, subject to prior approval of the Employer.
- (d) Bidding for filling of vacancies in job openings (as defined in Section 10 of this Article) within the employee's job category.
- (e) Bidding for filling of vacancies in job openings in a job category other than the employee's own, provided however, that the Employer may select the most qualified employee when employees are bidding to transfer from one job category to another. Where qualifications between employees are equal, the senior employee will be awarded the open position.
- (f) In the rotation of weekend shifts.
- (g) To available work opportunity in the event of Overtime. (Observing the procedure set out in Article 5 (section 4) second paragraph.

SECTION 4 - LAYOFF DEFINED

Layoff, as referred to in this Agreement, is defined as a reduction in the work force due to a lack of work.

SECTION 5 - METHOD OF LAYOFF

An employee shall be notified of a layoff as far in advance as practicable, except for reasons beyond control of Employer but in no case less than ten (10) working days in

advance of layoff. In the event of layoff, the most junior employee, in the affected job category shall be the first laid off, provided however, that in lieu of said layoff, the affected employee may apply his overall seniority to bump an employee in another category having less over-all seniority, if he is qualified to perform such work. The above procedure is only applicable in a loss of job lay-off with no given date of recall by the employer. It is not applicable during the regular summer and winter lay-off periods in which the employer gives a specific recall date.

SECTION 6 - RECALL DEFINED

Recall, as referred to in this Agreement, is defined as an increase in the work force, after a previously affected layoff.

SECTION 7 - METHOD OF RECALL

In the event of a recall, the most senior employee in the affected job category will be the first to be recalled. Such employee shall be given notice, at least the night before, (except where recall is necessary for absenteeism or sickness on that day) of recall by telephone or telegram or personal contact or certified letter, to the address last given to the Employer by the Employee. An employee recalled by the above procedure must notify the Employer immediately of his intention to report. Such employee shall have five (5) working days to report to work following receipt of said notice provided the employee notifies the Employer immediately of his intention to report. In the event such employee fails to comply with the above provision, he shall have no claim for lost work opportunity. In the event the Employer fails to comply with the above provision, the Employer shall pay the employee entitled to be recalled all wages that he/she would have earned had he/she been recalled properly.

Jobs of an emergency nature may be temporarily filled at once by those next in line of seniority and who have the skill required pending the return of the laid-off employees having seniority who have been notified to report to work as herein above provided.

At least 30 days prior to the summer and winter layoffs the employer will post sign up sheets for each month of the layoff. Employees will be afforded the opportunity to sign their names for each month they desire to be recalled to work. The most senior employee in the affected month and job category will be the first to be recalled for that month. If no employee signs the sheet or if an insufficient number of employees sign the sheet then the employees will be recalled in reverse order of seniority and such recalled employees must work.

SECTION 8 - LOSS OF SENIORITY

An employee shall lose all seniority rights if such employee:

1. Quits
2. Is discharged for just cause.
3. On recall, fails to immediately notify the Employer of his intention to return to work as required in Section 7 or where the Employer has been unable to locate him, within five (5) working days of notice to the Union of the Employer's inability to locate him.
4. Is absent from work beyond the period for which a written leave of absence has been granted.
5. Is laid off for more than twelve (12) full months except for a job related injury.
6. Is absent because of proven illness or injury for more than eighteen (18) full months.
7. Is absent from work five (5) consecutive work shifts unless the employee is absent for a reason that is acceptable to the Employer.

SECTION 9 - RETENTION AND ACCUMULATION OR NON-ACCUMULATION OF SENIORITY

Except in the case of military leave, as hereinafter provided in Article 12, seniority shall not accumulate during any leave of absence from employment except that seniority will accrue during leaves of absence of up to nine (9) months for reasons of illness, injury and maternity.

SECTION 10 - JOB OPENING DEFINED

(a) A job opening is defined as whenever the Employer needs an employee to perform a certain function. The determination of when a job opening exists is in the sole discretion of the Employer. All job openings must be posted by the employer containing date of posting, job description, the requirements for the job, the job category, days-off, shift, and wage rate. One day prior to posting a copy shall be given to the President of Local 264 or any other Representative so designated by he/she in writing.

(b) Should the employer need the service of Waiters due to catering events, the employer shall conform to Article 1 and give first preference to members of the bargaining unit who so desire to perform such Job task. Employees assigned this duty must provide their own uniform so prescribed by the employer. The employer assigning such duties shall conform with all aspects of seniority and qualification.

(c) On a voluntary basis, regular employees will be given first opportunity to perform waiter/waitress work at a rate of \$10.00 per hour payable at time and one half (\$15.00 per hour) if such work does not conflict with the employees regular work schedule.

SECTION 11 - SENIORITY LIST

The Employer will compile and keep on a quarterly basis with a copy to the Union a seniority list which states the seniority that each employee has, within job categories.

SECTION 12 - DISCIPLINE

After completing his probationary period, an employee may be demoted, suspended, discharged, or otherwise disciplined only for just cause. Employer will promptly notify the Union in writing of each disciplinary action, and the reason for it. If the Union claims there is no just cause for any such action, it will follow the grievance procedure.

All warnings, records of disciplinary action of any kind, shall have a life of eighteen (18) calendar months dating back to the date of the incident after which such records will be removed from the employee's file. The Employer subscribes to a system of progressive discipline and agrees to follow the "Discipline Policy and Progressive Discipline Procedure" previously established by the parties in January 2001. See attachment as exhibit "A"

ARTICLE 4 - DISCRIMINATION

Neither the Company nor the Union shall discriminate against or in favor of any employee for any reason, to include but not limited to: race, color, creed, national origin, political belief, sex, marital status, age, sexual orientation or Union activity. At the beginning of each school year and upon the hiring of new employees, the Employer will provide training for dealing with the diversity of people in the workplace and job placement.

ARTICLE 5 - WAGES, HOURS & OVERTIME

SECTION 1 - JOB CATEGORY & BASE WAGE RATES

<u>Position</u>	<u>Probation</u>	<u>First Year Employment</u>	<u>After Completion of First Year</u>	<u>After Completion of Second Year</u>
<u>Effective November 1, 2003</u>				
Utility Worker	\$ 9.57	\$12.35	\$13.11	\$15.42
Service Worker	\$ 8.58	\$11.18	\$11.89	\$13.96
Third Cook	\$ 9.33	\$12.16	\$12.96	\$15.23
Catering Worker	\$10.14	\$12.81	\$13.61	\$16.03
Second Cook	\$10.92	\$13.92	\$14.80	\$17.41
Catering Cook	\$11.24	\$14.63	\$15.54	\$18.44
First Cook	\$11.33	\$15.34	\$16.30	\$19.18
<u>Effective November 1, 2004</u>				
Utility Worker	\$ 9.86	\$12.72	\$13.50	\$15.88
Service Worker	\$ 8.84	\$11.51	\$12.25	\$14.38
Third Cook	\$ 9.61	\$12.52	\$13.35	\$15.69
Catering Worker	\$10.44	\$13.19	\$14.02	\$16.51
Second Cook	\$11.25	\$14.34	\$15.24	\$17.93
Catering Cook	\$11.58	\$15.07	\$16.01	\$18.99
First Cook	\$11.67	\$15.80	\$16.79	\$19.75
<u>Effective November 1, 2005</u>				
Utility Worker	\$10.15	\$13.10	\$13.90	\$16.36
Service Worker	\$ 9.10	\$11.85	\$12.62	\$14.81
Third Cook	\$ 9.90	\$12.89	\$13.75	\$16.16
Catering Worker	\$10.75	\$13.58	\$14.44	\$17.00
Second Cook	\$11.59	\$14.77	\$15.70	\$18.47
Catering Cook	\$11.93	\$15.52	\$16.49	\$19.56
First Cook	\$12.02	\$16.27	\$17.28	\$20.34

(a) All employees will be properly classified. Any employee who is being paid above scale will be red circled at the higher rate, however, replacements for red circled employees will be paid at the classification rate.

(b) A position description shall be prepared and used in the administration of this Agreement. Copies of all position descriptions will be furnished to the Union. A job description committee will be formed consisting of members of management and the union. Should the employer have any intent to change Job

Descriptions during the term of the contract, the employer shall conform with this section by presenting the proposed change to the job Description committee.

SECTION 2 - DIFFERENTIALS

(a) Heavy duty - employees required to lift and move chairs, tables and office furniture during opening and closing sessions at Barnard or to move catering food and equipment to Columbia will be paid .50¢ per hour for such work.

(b) Catering - employees not classified as a Catering Worker who are required to do food preparation, delivery, set up, breakdown of, or attend to a catering function for more than one (1) hour per day will be paid .50¢ per hour for such work beyond the first hour.

(c) Seniority - employees who have completed twenty (20) years of service will have .50¢ per hour added to their base rate of pay.

(d) Employees scheduled to work between 9:00 p.m. and 5:00 a.m. will receive \$.25 per hour for all hours worked between 9:00 p.m. and 5:00 a.m.

(e) An employee who functions in the capacity of receiving and storing of products will receive a premium of \$.25 per hour for each hour performing that function.

SECTION 3 - PAYMENT OF WAGES

Wages shall be paid weekly no later than Thursday at 2 p.m. for the pay period terminated the preceding Wednesday. If an employee does not receive his/her paycheck by Thursday at 2 p.m., the employee will be paid 1.5 hours of pay unless the reason for the paycheck being late is due to circumstances beyond the Company's control such as an Act of God. The workweek shall be defined as that period of time from 12:01 a.m. Thursday to 12 midnight the following Wednesday.

SECTION 4 - COMPUTATION OF OVERTIME

The Employer shall pay overtime at the rate of time and one-half (1 1/2) for all authorized hours worked by all employees for all hours worked in excess of eight (8) hours a day and/or forty (40) hours per week.

(a) The regularly scheduled work week (including the regularly scheduled day off or days off) for all employees shall not be changed except upon seven (7)

day's notice to the Union as well as the employee. Changes in work hours of more than two (2) hours shall also require seven day's notice. Change of two (2) hours or less may be made without such notice provided, however, that the Employer shall be limited to one (1) such change per employee per work week. The Company agrees to notify the Union prior to hours reduction and to discuss and to consider Union suggestions. No student or temporary employee will be used to replace any employees who are laid off or reduced in hours. Any employee who is laid off or reduced in hours will be given the opportunity to work any hours that are being worked by students, provided the employee works the full student shift up to 40 hours per week. This will only apply to the 2,021 weekly hours and 52 positions that were in the bargaining unit on 9/1/00. Any new bargaining unit positions added after 9/1/00 will not be able to replace students in any future hour reductions or layoffs.

- (b) Overtime payment shall be made on either daily or weekly overtime hours worked, but an employee shall not be paid both daily and weekly overtime for the same overtime hours worked.
- (c) Employment in any one day shall be continuous except for rest and meal periods, and except that hours not worked between the termination of an employee's regularly scheduled work day and hours worked on special jobs shall not be paid for. Special jobs are those which are not a continuation of the regular work of the employee. Such special jobs shall be paid for at the rate of time and one-half the (1 1/2) rate for the job being performed.
- (d) Deductions from the pay of an employee for lateness will be based on the actual length of lateness.
- (e) An employee temporarily performing the work of another employee in a job category to which a higher rate of pay is attached, shall receive such higher rate for the time during which he/she performs the work of the employee in the higher category.

- (f) When an employee is called in to work at a time other than his/her regular work hours, he/she shall receive overtime pay at the rate of time and one-half (1 1/2) time his/her regular rate of base pay for a minimum of four (4) hours.
- (g) In the event the Employer begins a seven day operation, the Employer shall prepare and post a complete work schedule for all employees, listing job classification, hours of work, and two (2) consecutive days off. Employees in order of seniority within their job classification will have the choice of work shift with assigned days off attached.

Overtime Distribution

- (i) Overtime when available and being distributed shall be done observing Job category, Seniority and Qualifications. When all three guidelines are met then work schedule and availability of the employee are the next factors.
- (ii) Overtime shall be equitably distributed and be done on a rotation basis. Should an employee be offered overtime and said employee refuses or when contacted does not respond, then said action by the employee will be counted as overtime worked for the purpose of overtime rotation.
- (iii) A proper seniority overtime list established by the parties shall be maintained by both the employer and the union. This list shall be updated in accordance with employment and job changing status. The list of the employer shall be the principal list and is subject to the verification of the union upon request.
- (iv) Should overtime become available in a job category and the employer must assign said overtime to an employee from another job category, then it shall be done in compliance with seniority and qualification. No employee from a job category shall be offered overtime before the employees of the job category from which the overtime exist are offered said overtime. If an employee has a regular schedule which is part of two categories, said employee shall

be considered a part of both categories for the purpose of available overtime. In an emergency situation overtime may be assigned to an employee in another job category only if the overtime is one hour or less.

ARTICLE 6 - HOLIDAYS

SECTION 1 - HOLIDAYS DESIGNATED

Eligible employees shall be entitled to the following holidays with pay:

New Years Day	Thanksgiving
Martin Luther King's Birthday	Friday after Thanksgiving
President's Day	Day before Christmas
Decoration Day	Christmas
Independence Day (July 4th)	December 31st
Labor Day	Two floating holidays
Election Day	One additional floating holiday for employees with 20 years of service

The floating holidays will be taken on days which are mutually agreeable between the employee and the Employer. Where possible and contingent upon a favorable work load and schedule, such holidays shall be allowed on a "first come - first serve" basis three (3) days after a written request is submitted to the Employer. The two (2) floating holidays may not be taken until the employee completes his/her probationary period.

SECTION 2 - PAY FOR HOLIDAY BENEFITS

On said holidays, employees who do not work shall receive a normal day's pay for the holiday. Employees who do work will also receive, in addition thereto, time and one-half (1 1/2) pay for the hours on a holiday actually worked. The hours worked on a holiday shall not be less than four (4). By mutual Agreement between the Employer and the employee, the employee may enjoy equivalent time off in lieu of the premium pay provided for herein. Pay for New Years Day, day before Christmas, Christmas and December 31, shall be issued to eligible employees on the first Tuesday following the start of the Colleges' spring semester.

SECTION 3 - ELIGIBILITY FOR HOLIDAY BENEFITS

Employees will be eligible for holiday benefits providing that they have worked: (1) the scheduled full work day immediately preceding the actual holiday, (2) the actual holiday when scheduled, and (3) the scheduled full work day immediately following the actual holiday, unless the employee is absent for a reason that is acceptable to the Employer. Illness to be included in reasons acceptable to the Employer provided that the Employer may require a doctor's statement substantiating such illness.

ARTICLE 7 - VACATIONS

SECTION 1 - VACATION BENEFITS

During the term of this Agreement, vacation benefits will be provided as follows:

If on November 1, an employee has service of: Employees shall receive with pay:

6 months, but less than 12 months	-	1 week
12 months	-	2 weeks
3 years	-	3 weeks
5 years	-	4 weeks
15 years	-	5 weeks
20 years	-	6 weeks

SECTION 2 - VACATION BENEFITS ON TERMINATION

Upon termination of his/her employment, pursuant to two (2) week's notice of resignation, an employee who has been in the Employer's for more than six (6) months shall, in addition to any wages due him/her, receive proportionate vacation pay (on the basis set forth above) for each month that he/she has been in the Employer's employ or since the date of commencement of employment with the Employer if the employee has received no previous vacation prior to resignation.

SECTION 3 - COMPUTATION OF VACATION PAY

Vacation pay shall be computed based on a forty (40) hour week for full-time employees. Vacation pay shall be computed based on actual hours worked for part-time employees.

SECTION 4 - NON ACCRUAL OF VACATION BENEFITS

Vacation credit shall not accrue during any leave of absence which exceeds thirty (30) days.

SECTION 5 - VACATION TIME

Fully-earned vacation benefits may be taken at the summer lay-off period and/or the winter lay-off period. Vacation benefit pay will be paid the first pay period in November of each year of the contract. Employees upon request and approval may receive earned vacation pay in lieu of vacation time.

ARTICLE 8 - SICK LEAVE

SECTION 1 - SICK LEAVE BENEFITS

1. For the first six (6) months of employment: no paid sick leave.
2. After six (6) months of employment, for the balance of first year, five (5) days of paid sick leave.
3. After first year's employment, ten (10) days paid sick leave annually.
4. After three year's employment, fifteen (15) days of paid sick leave annually.
5. For all employees, after six (6) months or more of employment as of the employee's anniversary date in each year, such employee will be paid fifty percent (50%) of all sick leave to which he or she is entitled but has not used during the preceding year. The balance of the earned but unused and unpaid for days may be accumulated up to thirty (30) days. These days are to be used in the case of verifiable illness or non-work related injury (disability).
6. For all employees who have accumulated thirty (30) days in unused sick leave, an additional "bank" shall be created to accumulate the balance of earned but unused and unpaid for days as outlined in subsection (5) above, for the purpose of compensation when there is a reduction in the employee's work week due to lack of work as provided for in ARTICLE 5 - WAGES, HOURS & OVERTIME, SECTION 4 - COMPUTATION OF OVERTIME, subsection (a). The parties will meet each year prior to the annual alumni event to discuss bank day usage, however at no time will an employee be able to use more than three (3) bank days for the annual alumni event. These bank days may be used by an

employee for additional funeral and maternity leave. Employees who have 15 years of service or more and 5 days or more in the bank will be paid up to a maximum of four (4) weeks of earned and accrued sick leave time upon resignation or retirement.

SECTION 2 - CONDITIONS ON SICK LEAVE BENEFITS

- (a) Sick leave with pay applies to the employee and their family illness. Sick leave may be used for a doctor's appointment that cannot be scheduled outside of working hours when the employee makes reasonable attempts to do so.
- (b) Sick leave with pay will be granted to regular part-time employees. Such employees shall receive sick leave in accordance with their length of service.
- (c) Employees eligible for sick leave pay will receive such pay only when actually confined to their home or a hospital because of illness, or when they are unable to work because of a certified physical disability.
- (d) In case of any sickness where sick leave with pay applies, an employee must notify his or her Supervisor or Department Head within at least one hour prior to his or her regular starting time in order to receive sick leave pay. In all cases where a doctor's letter or evidence of illness satisfactory to the Employer is required and not produced, sick leave shall not be granted nor paid.
- (e) The Employer may require a doctor's certificate or other proof that the absence was necessary and that on returning the employee is physically fit to resume work.

The Employer may, in its sole discretion, and at its expense, require that an employee be examined by a qualified medical physician of the Employer's selection for the purpose of determining whether an employee was legitimately absent from work because of illness or injury and/or whether said employee is physically fit to return to work.

- (f) Sick leave does not apply during vacation periods or leaves of absence without pay.
- (g) Application of Sick Leave Benefits
 - 1. Lost Time by Reason of Illness - An employee who experiences an illness that is compensable under the New York State Disability Law shall be compensated by the Employer for the difference between the statutory benefits and the regular pay lost by reason of such illness, not to exceed, however, the applicable sick leave benefit herein, which is so charged. Eligible employees failing to complete an application for State Disability Benefits shall not be eligible for sick leave pay.
 - 2. Lost Time by Reason of Injury - An Employee who experiences an injury covered by the New York State Compensation Law shall be compensated by the Employer for the difference between the statutory benefits and the regular pay lost by reason of such illness or by reason of obtaining treatment after return to work, not to exceed however, the applicable sick leave benefit herein, which is so charged.
- (h) Absence for more than half of scheduled time in any one day shall be considered as absence for the whole day and sick leave benefits will be so charged.
- (i) It is the responsibility of the employee to see that his/her supervisor is kept properly notified in case of illness or injury. A doctor's certificate will not be required for absence due to illness up to and including three consecutive work days unless the absence occurs before or after a holiday in which cases medical evidence will be required, that is acceptable to the Employer.

ARTICLE 9 - INSURANCE BENEFITS

SECTION 1 - MEDICAL-SURGICAL-MAJOR MEDICAL DENTAL AND PRESCRIPTION DRUG BENEFITS

(1) The Employer will provide to all regular employees, a health insurance plan as currently in effect. Copies of booklets describing benefits will be distributed to all our

eligible employees. The current plan is HIP (Health Insurance Plan of Greater New York) with employees contributing \$6.00 per week for single coverage and \$10.00 per week for family coverage for 37 weeks per year. Should there be a reduction in the work hours all regular employees who were originally scheduled for forty hours will retain full medical benefits.

(2) Effective June 1, 1995 the plan will be amended to include a \$10.00 per office visit co-pay and a \$5.00 per prescription drug co-pay.

(3) **Waiver** – Each May 15 employees will be given the option to waive the benefits in this section. Employees who choose to do so must show evidence of coverage elsewhere and will receive \$1,000 in lieu of family coverage and \$500 in lieu of single coverage. The company agrees to make payment by July 1, or pay the daily late fee of \$25.00 (twenty-five dollars) to each eligible employee effective July 1. The Parties agree to discuss alternative Health Plans during the term of the Agreement. Employee contributions to remain at present levels during this Agreement.

(4) Part Time Employees - Each July 1 such employees will receive \$250 in lieu of Health Insurance coverage.

SECTION 2 - LIFE INSURANCE BENEFITS DESIGNATED

All regular employees shall be covered by Group Life Insurance Policy of twenty thousand dollars (\$20,000.00) paid for by the Employer.

SECTION 3 - EMPLOYER'S OPTION TO CHANGE CARRIER OR SELF INSURE

The benefits contained in Section Nos. 1 through 2 herein, may be provided by the Employer through any insurance carrier, with prior notice to the Union, or by means of self insurance, for all or part thereof. The benefits will be equal or better in any such change.

ARTICLE 10 - RETIREMENT PLAN

Retirement benefits will be provided under ARAMARK's Money Purchase Retirement Plan. Plan participation for employees is voluntary, i.e., employee contributions are not required, but employees may contribute from one percent (1%) to twenty-five percent (25%) of their covered compensation in one percent (1%) increments.

The Company's contribution will be four (4%) per contract year and remain at four (4%) for the duration of the contract.

The Company will provide each employee with Plan Statements of ARAMARK Hourly 401(k) Plan on a yearly basis.

Employees will be able to contribute up to the Plan maximum if such maximum changes.

ARTICLE 11 - CREDIT UNION

The Company agrees to make the authorized deductions and to forward monies to one designated credit union.

ARTICLE 12 - GENERAL PROVISIONS

SECTION 1 - FOR MILITARY PURPOSES

A regular employee shall report for duty in the Armed Forces directly from their regular employment with the Employer, or employees on layoff status, who have maintained seniority in accordance with the provisions of the contract, shall upon their return, in accordance with the provisions of the Vietnam Era Veterans' Assistance Act of 1974, 38 US Code as amended October 1, 1980, be reinstated to the employee status, in accordance with the other provisions of the contract.

SECTION 2 - PAID FUNERAL LEAVE

In case of death in the immediate family (spouse, parents, children, sisters and brother, grandparents, grandchildren, parents-in-law) of a regular employee, a special leave of absence will be granted as conditions warrant, and three (3) days of such leave will be granted with regular pay. However, at mutual agreement an employee may use up to two (2) accumulated sick leave days for extended funeral leave.

SECTION 3 - UNPAID FUNERAL LEAVE

When a death in the family occurs outside the employee's household, a leave of absence without pay and without loss of seniority, not to exceed five (5) working days may be granted. A request for such leave must be made by the individual employee and must be approved by the Employer.

SECTION 4 - JURY DUTY LEAVE

The Employer shall pay to employees their regular salary while they are serving on Jury Duty. Employees will cooperate with the Company to attempt to postpone jury duty until the summer layoff period.

SECTION 5 - MATERNITY LEAVE

- (a) An employee who has passed the probationary period shall be eligible for unpaid maternity leave. The employee shall furnish the Employer with a certificate from her physician stating expected date of delivery. Active employment may continue during the pregnancy at the employee's discretion, however, the Employer reserves the right to require an authorization from the employee's physician attesting to the employee's ability to carry out normal duties. The leave may begin at the discretion of the employee: however, for reasons of health or safety of the employee, the Employer may require an earlier beginning date.
- (b) Such leave shall not exceed nine (9) months duration. The employee must inform her department in writing concerning the expected return to active service no later than four (4) weeks prior to the scheduled return to active employment.

SECTION 6 - MEDICAL LEAVE OF ABSENCE

A medical leave of absence must be requested and granted in writing and must be substantiated by medical verification. If in dispute the Company may require a medical examination at its expense.

SECTION 7 - CONDITIONS

1. Any employee granted a leave of absence and engages in other employment during a leave of absence shall be subject to immediate dismissal.
2. Seniority shall be accumulated during a leave of absence except that the employee shall not earn vacation benefits for any time that said leave shall be

extended beyond thirty (30) days, and a leave of absence will not be considered time worked for any other purpose.

3. In the event that a leave of absence shall be extended beyond six (6) months in case of medical leave, it shall be the employees obligation to pay the full cost of insurance premium during any such extension. Said premiums are to be paid to the Employer monthly in advance, otherwise the insurance is subject to immediate cancellation.
4. Employees on medical leave will submit a doctor's statement releasing the employee for regular work duties. If in dispute the Company may require a medical examination at its expense.
5. Leaves of absence, without pay, will not be unreasonably denied by the employer. The Company will also comply with the provisions of The Family and Medical Leave Act.

SECTION 8 – EMERGENCY/NATURAL DISASTER

If an emergency is declared by the Government (city/state/federal) and the operation is open and work is available, an employee may use a bank, sick, personal or vacation day to provide income for that day. If an employee reports to work and works the scheduled day, the employee will be paid a \$65.00 premium in addition to the regular pay. In addition, reimbursement for reasonable transportation costs up to \$25.00 will be made.

ARTICLE 13 - GRIEVANCE PROCEDURE

SECTION 1 - GRIEVANCE DEFINED

A grievance exists when any employee or group of employees, the Union or the Employer makes a claim that his, her or its rights under this Agreement have been violated with respect to the interpretation of application of this Agreement, and, with the exceptions herein referred to, grievances will be handled in the manner following. The periods of time of time specified in the following are exclusive of Saturdays, Sundays and holidays.

Step (1a): Any dispute or grievance arising under this Agreement shall be discussed promptly between an aggrieved employee and his or her immediate supervisor,

with or without a Union representative present. At employee's discretion he or she may request the Union's presence.

Step (1b): The grievance shall be presumed by the Employer to be satisfactorily disposed of unless within five (5) days after the employee has discussed his or her grievance he or she shall present a written grievance (in the form annexed hereto as Exhibit B) to the supervisor in person, with or without a Union representative present. The supervisor, manager, or director upon receipt of said grievance form shall sign the form which shall serve only to mean he/she has knowledge and has received the grievance. If it is not settled at this time, a copy of the grievance is left with the supervisor, manager or director and copies sent to the Director designated by the Employer and the Local 264 President.

Step (b): The Director designated by the Employer or his or her designated representative shall, within five (5) days of receipt of said document, discuss the matter with the Union representative(s) and the supervisor together, with or without the aggrieved employee. A summary of the case and the decision shall be given in writing to the Union representative(s) within five (5) days following the meeting.

Step (c): It shall be presumed by the Employer that the grievance has been settled to the satisfaction of the employee and the Union in Step (b) unless within five (5) days after receipt of the decision in Step (b) a written statement that the grievance is not settled is presented to the Director of the food Service Unit or his or her designated representative for the purpose of a meeting with a higher official of the Employer Union receipt of such statement, the Director or the designated representative shall promptly within five (5) days arrange a date for the Step (c) hearing. If subsequent hearing are necessary, they shall be held promptly and a written decision given within ten (10) days after the first hearing unless the time is extended by mutual consent.

Step (d): It shall be presumed by the Employer that the grievance has been settled to the satisfaction of the employee and the Union at Step (c) unless within ten (10) days after the decision by the official of the Employer or the designated representative the Union serves notice in writing on the Director of the Food Service Unit or the designated representative that it elects to submit the grievance to arbitration.

In the event such arbitration is requested within ten (10) days the Employer and the Union shall select an arbitrator from a list of arbitrators from the American Arbitration Association, provided, however, that in cases of grievances involving termination of an employee, the Employer and the Union shall select the arbitrator on the list who is available to hear the grievance at the earliest date. The Grievance shall be submitted to the arbitrator so selected and the decision of the arbitrator shall be final and binding upon both parties.

The arbitrator shall have authority to interpret and apply only the provisions of this Agreement as may be involved in said difference between the parties, but shall not have any power or authority to alter in any way any of the terms or provisions of this Agreement. The forms on which grievances are submitted shall not increase or decrease the scope of the arbitrator's authority.

Until such time as there has been a final arbitration award, the parties agree that a discharged or suspended employee must remain off the Employer premises until such time as they may be reinstated through the arbitration machinery, unless they are authorized officials of the Union.

The fees and expenses of the arbitration shall be borne equally by the parties. Notwithstanding the above, each party shall pay its own legal fees and expenses for witnesses.

Grievances involving termination and denials of leave of absence, vacation times or floating holidays shall be expedited. The grievance may be initiated at Step (c) and if the grievance is denied the Union may request expedited Arbitration in accordance with Step (d) paragraph 2.

SECTION 2 - LIMITATION ON BACK PAY

In the event the Arbitrator awards back pay to an employee, back pay shall not be more than ten (10) work days prior to the presentation of the grievance as specified in Section "1", the Initiation of the Grievance and Limitation of Time in the grievance procedure. Any interim earnings during such period of suspension and/or discharge, in addition to any Unemployment Compensation benefits, will be deducted from the total amount of back pay owed.

SECTION 3 - RIGHT OF REPRESENTATION AND/OR COUNSEL FOR PARTIES ONLY

The Employer and the Union are the only parties to this Collective Bargaining Agreement and they and only they have the right of representation and/or counsel with respect to any and all matter, direct or indirect, having to do with the Grievance and Arbitration provisions of this Agreement. No grievant will be represented by anyone who is not an official representative and/or counsel for the Union, as certified to by the Union to the Employer prior to the occurrence giving rise to the grievance, or as known to the Employer prior to such time and in the ordinary course of business between the parties.

It is the intention of the parties hereto that under no circumstances will the Employer be required to deal with anyone on behalf of a grievant, other than persons described in the first paragraph of this Section and that no one will be allowed to attend or observe any conference on a grievance other than representatives of the Employer and persons described in the first paragraph of this Section.

In the event that this Section is violated in any way, directly or indirectly, then the grievance will be forfeited and barred absolutely and evidence of such forfeiture can be used by the Employer in a civil action to stay any arbitration on such grievance, provided however, that in the event the Employer is unsuccessful in such civil action, than any Arbitrator selected to hear such grievance will be bound to render an award denying such grievance by reason of such forfeiture, if such Arbitrator finds that this Section has been violated in any way, directly or indirectly.

It is not the intention of the parties hereto to deprive any grievant of the right to be individually represented by private counsel as to any alleged right, only that such alleged right must be pursued in a forum other than under this Article.

ARTICLE 14 - RIGHTS OF EMPLOYER TO MANAGE

SECTION 1 - GENERAL

The Employer has complete legal responsibility except as expressly and specifically limited in this Agreement and the right to manage its business, including, but not limited to the right to: (a) hire, assign, transfer, promote, schedule, layoff, recall, its employees and direct them in their work, and discipline, promote, and discharge them for just cause; (b) make and enforce reasonable personnel rules and regulations; (c) determine and schedule work and production, methods and means and acquisition, installation, operation, maintenance, alteration, retirement, and removal of equipment and facilities, and (d) control all property, equipment and facilities under its care, custody and control, and the manner and extent of their use. Nothing herein shall limit the right of the Union or an employee to file a grievance under Article 13 of this Agreement.

SECTION 2 - RESIDUAL RIGHTS

The Employer reserves to itself all the rights of management, except as limited by the terms and conditions of this Agreement. No member of management shall speak to any employee in any degrading manner.

SECTION 3 – SUPERVISORS PERFORMING BARGAINING UNIT WORK

In case of “no prior notice absences”, the Company will first notify the Union and then go to the bargaining unit seniority list, then the per diem “on call” bargaining unit employees. If the absent employee has called in less than one (1) hour before the shift, the Company can go directly to the “per diem” list. If no one is available, then the Company can call a temporary service or a Supervisor can perform the task. This subsection cannot be construed to permit any non-bargaining unit employee to displace bargaining unit employees from available overtime.

ARTICLE 15 - NO STRIKE - NO LOCKOUT

SECTION 1

A. INTENT

It is the intent of the parties that the grievance and arbitration procedures set forth herein shall serve as a means of peaceable settlement of all disputes that may arise between them under this Agreement and that, therefore, the Employer will neither cause

nor permit a lockout and that the Union will not engage in a strike, walkout, slowdown or other curtailment of work during the life of this Agreement.

B. STRIKE DEFINED

For the purpose of this Agreement, and any interpretation thereof, a strike is defined as any concerted refusal to perform assigned work; any concerted slow-down in the performance of assigned work or any concerted interruption of work at the Employer's premises at any hour. Moreover, it is expressly understood that included in the definition of a strike is (1) any of the above described actions, the object of which is to protest any action by the Union or its parent organization; (2) any of the above described actions, the object of which is to protest any action by any party not a signatory to the Agreement, and (3) any of the above described actions, the object of which is to support or to be in sympathy with another organization, including another labor organization. Further, it is expressly understood, that by reason of the ratification of this Agreement, the individual employees acknowledge the waiver of their right to strike as herein defined. The Union and the Employer expressly agree that any grievance arising under this Article is subject to arbitration.

SECTION 2 - PICKET LINES

In the event any employee covered by this Agreement comes upon a lawfully constituted picket line, and he has reasonable cause to believe that he may suffer bodily harm by attempting to cross such picket line, then in that event such employee will immediately notify his Employer and then follow reasonable instructions in order to effect the delivery of the Employer's product. Under these circumstances, a refusal by such employee to cross such picket line will not be subject to discipline. Under no circumstances will any such employee refuse to cross any picket line at the Employer's premises unless there are no adequate safeguards for the protection of such employees.

ARTICLE 16 - UNIFORMS AND CLEANING

Uniforms shall be furnished by the Employer for all employees who are required to wear uniforms and may be maintained by the Employer or the employee at the Employer's discretion. If the employee is required to maintain uniforms the employee will

be paid a \$4.00 per week worked uniform maintenance allowance. The Employer will replace any work clothes destroyed, mutilated or damaged beyond repair because of conditions arising out of and in the course of employment in the service of the Employer, normal wear and tear expected. The Employer will provide pants suit uniforms to female employees, upon request, at no cost to the employee. The Employer will furnish a suitable warm coat for use by employees when working in the refrigerators and freezers.

The Employer shall provide per contract year a non-taxable shoe allowance of \$40.00 per employee. The employee shall be responsible to purchase a waterproof, slip resistant black leather safety shoe. Within one (1) working week (7 days) of receiving the allowance, the employee shall wear the safety shoes or he/she may not be permitted to work. In the event the employee is sent home, the only penalty is that he/she shall not receive wages for the time lost. The Employer shall fill said position with a temporary employee or fill the position at the Employer's discretion.

ARTICLE 17 - NOTICE

Whenever notice is required or permitted to be given from one of the parties to any other, it shall be deemed to be given if mailed by Certified Mail, Return Receipt Requested, securely enclosed in a sealed wrapper, postage prepaid, addressed, if to the Employer at 607 West 116th Street, New York, New York 10027, and if to the Transport Workers Union of America AFL-CIO, 2700 Broadway, 2nd. Floor, New York, New York 10019 and to Local 264, at 3009 Broadway, New York, New York 10027.

ARTICLE 18 CONFORMING TO LAW

SECTION 1

Should any part of this Agreement to be held to be illegal or in violation of any Federal or State Statute by any court or authorized agency having jurisdiction thereof: (a) The Agreement shall be deemed to exclude such part, (b) and the balance of said Agreement shall continue to be valid as though the objectionable part has never been included, and (c) the parties shall forthwith enter into negotiations for the purpose of

eliminating such part by substituting language therefore which does not violate said statute or decision.

SECTION 2

This Agreement shall be superseded by any lawful regulation which is or may be imposed by any governmental authority having jurisdiction in the premises, to the extent that such regulation is in conflict with any of the terms or provisions of this Agreement.

SECTION 3

The Employer shall give one (1) day prior notification to The Union whenever the employer needs to use sub-contractors for food service events.

ARTICLE 19 - EXCLUSIVE RECOURSE TO AGREEMENT

It is the intention of the parties that the Employer, the Union and the employees will look exclusively to this Agreement for the resolution of all difference arising under this Agreement.

ARTICLE 20 - TOTAL AGREEMENT

This Agreement represents a settlement of all issues after extensive collective bargaining between parties, and neither party shall be obligated to bargain upon any subject, whether or not the same was mentioned and/or discussed during the course of said collective bargaining, prior to the period contemplated by Section 8(d) of the National Labor Relations Act, at the end of this Agreement provided however, that either party may confer with the other party about matters of contract administration and/or other matters that are perceived to be of interest.

ARTICLE 21 - TERM OF AGREEMENT

This Agreement becomes effective on the 1st day of July, 2003 and remains in full force and effect until 11:59 PM on the 30th day of June, 2006. Notice of intent to termination or modify this Agreement may be served by either party no less than sixty (60) days prior to June 30, 2006.

IN WITNESS hereof the parties hereto have caused this Agreement to be executed and signed.

**TRANSPORT WORKERS UNION OF
AMERICA, AFL-CIO, LOCAL 264**

ARAMARK CAMPUS, INC

