

# **AGREEMENT**

Between

**ARAMARK EDUCATIONAL SERVICES, LLC  
BEMIDJI STATE UNIVERSITY  
UNIT #1161**

And

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

**EFFECTIVE: July 1, 2021 through June 30, 2023**

**TABLE OF CONTENTS**

<b><u>ARTICLE</u></b>		<b><u>PAGE</u></b>
I	RECOGNITION .....	1
II	UNION SECURITY.....	1
III	HOURS OF WORK.....	1
IV	HOLIDAYS .....	3
V	VACATIONS .....	3
VI	SICK LEAVE .....	5
VII	LEAVES.....	6
VIII	OVERTIME.....	7
IX	SENIORITY .....	8
X	JOB SAFETY.....	10
XI	DISCIPLINE AND DISCHARGE .....	10
XII	SETTLEMENT OF DISPUTES.....	11
XIII	INSURANCE .....	12
XIV	WAGES.....	14
XV	ARAMARK HOURLY 401(K) PLAN .....	15
XVI	GENERAL PROVISIONS.....	16
XVII	NO STRIKE – NO LOCKOUT .....	17
XVIII	MANAGEMENT RIGHTS.....	18
XIX	SAVINGS CLAUSE.....	18
XX	TERMINATION .....	18
	MEMORANDUM OF UNDERSTANDING – INTERMITTENT EMPLOYEE.....	20
	MEMORANDUM OF UNDERSTANDING – ESPP .....	22

## **AGREEMENT**

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

### **ARTICLE I - RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining agent for all food service employees of the Employer engaged in providing food service for **Bemidji State University**, , 1500 Birchmont Drive, NE Bemidji, MN 56601, excluding part-time and student employees who work or are scheduled twenty (20) hours or less per week, clerical employees, professional employees, guards, and supervisors, as defined in the National Labor Relations Act.

### **ARTICLE II - UNION SECURITY**

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

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

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

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

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

### **ARTICLE III - HOURS OF WORK**

Section 1. Work Day. Eight (8) consecutive hours shall constitute the normal work day and work shift. There shall be no split shifts. Bargaining unit employees may accept split shifts voluntarily during the summer break.

Section 2. Work Week. The workweek shall commence with and reflect the pay cycle of the Company. The Company will provide the Union with thirty (30) days' notice in the event of changes to the workweek. The hours of work may be modified by agreement between the Employer, the employee and the Union.

Section 3. Work Schedules. Work schedules showing the employees' hours, work days, and shifts shall be posted on the department bulletin board seven (7) calendar days in advance of their effective date or more if the schedule is finalized. Five (5), eight (8) hour days within the seven day period Thursday through Wednesday, inclusive, shall constitute the normal work schedule. Full-time employees are regularly scheduled twenty-five or more hours per week.

Section 4. Paid Rest Periods. All employees shall be granted a fifteen (15) minute paid rest period for each four (4) hours worked. Employees who, for any reason, work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period before they start work on such next shift when it is expected that the overtime work will last two (2) hours or more. In addition, they shall be granted the regular rest periods that occur during that shift.

Section 5. Changes. Any changes in hours of work shall be posted and filled by seniority providing the employee has the ability to do the work.

Section 6. Meal Periods. All employees shall be granted a thirty (30) minute lunch period during each work shift. Whenever possible, the lunch period shall be scheduled at the middle of each shift.

Section 7. Reporting Time. Any employee who is scheduled to report for work and who presents himself/herself for work as scheduled shall be assigned to at least three (3) hours on the shift for which he/she was scheduled to report. This Section shall not apply if there is a lack of work caused by unnatural or catastrophic conditions beyond the control of the Employer.

Section 8. Call Back. Any employee called back to work outside of his/her regularly scheduled shift shall be paid for a minimum of two (2) hours at the rate of time and one-half (1½). Employees will be paid the minimum unless there is a lack of work caused by unnatural or catastrophic conditions beyond the control of the Employer.

Section 9. Job Descriptions. The Employer will provide the employees with job descriptions. New hires will receive job descriptions. Employees and/or the Union may review current job descriptions for accuracy. Disagreements over the accuracy of job descriptions may be appealed through Federal Mediation Services. The creation of new classifications will be reviewed with the Union.

Section 10. Additional hours of work due to the absence of an employee shall be offered to current permanent employees by order of seniority if the result is not overtime for the employee and the employee is available and qualified to do the work.

Section 11. Holiday Schedules. Work hours during spring break or Christmas break will be offered to the most senior employees first.

Section 12. The number of hours of work in a position will not be reduced solely because the employee is on temporary leave.

#### **ARTICLE IV - HOLIDAYS**

Section 1. Recognized Holidays. The following days shall be recognized and observed as paid holidays: New Year's Day, Martin Luther King, Jr. Day, Thanksgiving Day, the Friday following Thanksgiving Day, and Christmas Day. Eligible employees shall receive one (1) day's holiday pay, based on their regularly scheduled hours, for each of the holidays listed above. "Eligible employees" means an employee who is in an active payroll status on his/her last regularly scheduled day of work immediately preceding a holiday.

Section 2. Holiday Work. If an employee works on any of the holidays listed above, he/she shall be paid at the rate of time and one-half (1-1/2) for each hour worked, in addition to his/her regular holiday pay.

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

Section 4. Lost Holidays. Employees who are laid off during the Christmas break period will be credited with two (2) days of vacation pay, based on their regularly scheduled work hours, to compensate for the loss of the Christmas and New Year's holidays.

Section 5. Employees, who are scheduled to work and who do work on Presidents ' Day, Memorial Day, the 4<sup>th</sup> of July, and Labor Day, shall be paid time and one-half (1½) in addition to holiday pay. Employees who do not work shall not receive any pay for these holidays.

Section 6. Personal Holidays. Three (3) additional personal days, based on their regularly scheduled hours, will be granted to employees who have completed their probationary period which will be taken by mutual agreement between the Employer and the employee. Employer shall make every reasonable effort to approve the requested day. Holiday pay for an employee who is on a fluctuating work schedule shall be an average of the previous four weeks. If not used by March 1<sup>st</sup> of each year of the Contract, a mutual effort shall be made by the employee and the Employer to schedule days off. Days may not be accumulated and if no agreement can be reached, the Employer shall pay the employee for unused personal days by August 31<sup>st</sup>, personal days may not otherwise be paid out. An employee has seven (7) days notice to rescind their request for a personal holiday. A copy of the leave request shall be returned to the employee when that leave is accepted or denied.

#### **ARTICLE V - VACATIONS**

Section 1. Vacation Accrual. All employees covered by this Agreement shall earn and accrue vacation leave in accordance with the following schedule:

<u>Period of Service</u>	<u>Accrual Rate Per Hour Worked</u>
During the first 24 months of Seniority	.0375 hours
During the 25th through 60th months of Seniority	.05 hours
During the 61st through 96th months of Seniority	.0625 hours

During the 97th through 180th months of Seniority	.0875 hours
After 180 months of Seniority	.1 hours

For the purpose of this Section, "hours worked" means any hour in which an employee receives compensation for work performed or accrued paid leave.

Employees shall not accumulate vacation from year to year (September 1 to August 31) except that each employee may retain twenty-four (24) hours of accumulated vacation at all times.

Section 2. Vacation Pay. Vacation pay shall be at the employee's regular straight time hourly rate of pay.

Section 3. Vacation Period. Vacations shall be taken between end of spring semester and call-back date prior to fall semester, or during periods when food service operations are curtailed. Vacations shall be granted at the time requested by the employees provided such vacation does not interfere with the efficient operation of the food service. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given his/her choice of vacation period in the event of a conflict.

For special occasions, employees shall be allowed to use vacation during operations, based upon the Employer's staffing needs. The vacation requests shall not be unreasonably denied. Such a request must be in writing fourteen (14) days prior to the special occasion. Employer must respond to the request within five (5) days.

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

Section 5. Vacation Rights. Any employee laid off, discharged, retired, or otherwise separated from the service of the Employer for any reason shall be compensated for all vacation accruals to his/her credit at the time of separation at his/her then current rate of pay.

Section 6. Work During Vacation Period. Any employee who has commenced a vacation period and who is requested to, and does, work during his/her vacation period shall be paid for regular hours at the rate of time and one-half (1½) his/her regular rate and for overtime hours at the rate of two and one-half (2½) times his/her regular rate. In addition, vacation leave in an amount equal to the number of hours worked by the employee shall be restored to the employee's credit.

Section 7. Accruals. The Employer shall provide each month a record of each employee's vacation accruals, utilization, and balance.

## **ARTICLE VI - SICK LEAVE**

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

<u>Period of Service</u>	<u>Accrual Rate Per Hour Worked</u>
During the 1st through 24 months of Seniority	.025 hours
After 24 months of Seniority	.0375 hours
When 800 hours have been accrued and 800 hours maintained	.025 hours

For the purposes of this Section, "hours worked" means any hour in which an employee receives compensation for work performed or accrued paid leave.

**Section 2. Utilization.** Employees shall be granted sick leave with pay for absences necessitated by reason of any sickness or disability which renders the employee unable to perform the duties of his/her employment, including FMLA Leave; for reasons of medical or dental care (except for routine medical or dental appointments where other arrangements could be made outside of working hours); for exposure to serious contagious disease; or by illness of his/her spouse, minor children, parent, significant other, grandchildren and family members living in the same household as the employee for such periods as attendance shall be necessary. The Employer may require an employee to furnish a statement from a medical practitioner for absences in excess of three (3) consecutive work days or in instances where the Employer has substantial reason to believe that an employee is abusing his/her sick leave rights.

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

The Employer will not question the employee about the medical reasons for the use of sick leave unless the absence is in excess of three (3) days or where the Employer has substantial reason to believe the employee is abusing their sick leave rights, except as required by health code.

**Section 3. Accrual.** The Employer shall provide each month a record of each employee's sick leave accruals, utilization, and balance.

**Section 4. Worker's Compensation.** If an injured employee's Worker's Compensation benefits are not equal to the pay to which he/she was entitled and he/she worked, he/she may use accrued and unused vacation or sick leave in an amount necessary to make up the difference.

**Section 5. Retirement.** Employees who retire (must be on Social Security); or employees who have ten (10) years of service and are age 55 or have fifteen (15) years of continuous employment and resign, shall be paid fifty percent (50%) of their banked sick leave hours at the rate of pay in effect at the time of retirement.

Any employee that retires and has at least ten (10) years of service, but no more than fourteen (14) years of service, that does not meet any of the criteria listed above, shall be paid twenty-five percent (25%) of their banked sick leave hours at the rate of pay in effect at the time of retirement.

Section 6. Employees may donate vacation accruals to an employee who is on a medical leave of absence and has exhausted their sick leave accruals. A committee comprised of management and labor would be formed to work out the details.

Section 7. Sick Leave Bonus. Employees who have not used sick leave for a full school year will receive a day's pay at their current rate of pay; employees hired after the beginning of the school year will receive a pro-rata share of the bonus.

## **ARTICLE VII - LEAVES**

Section 1. Jury Duty. Employees shall be granted a leave of absence with pay reduced by the amount of any compensation, (except mileage and expenses), any time they are required to report for jury duty or jury service. The employee will be required to provide the Employer with a copy of their Jury Summons when they request leave under this Section.

Section 2. Voting Time. All employees covered by this Agreement shall be permitted to absent themselves from work for the purpose of voting in any general state-wide election during the forenoon of such election day without penalty or deduction from his/her salary or wages on account of such absences.

Section 3. Civic Duty. Employees required to appear before a court or other public body on any matter not related to their work and in which they are not personally involved (as a plaintiff or defendant) and employees elected or appointed to any political or legislative position who request a leave of absence to perform their civic duty shall be granted a leave of absence without pay for the period necessary to fulfill their civic responsibilities.

Section 4. Medical Leave. Employees will be granted leaves of absence for medical reasons for as long as their attending physicians require, not to exceed a period of six (6) months.

Section 5. Maternity Leave. Upon written request, maternity leaves of absence without pay shall be granted to all employees who request same. The leave shall begin at the time requested by the employee and shall continue up to a maximum of six (6) months. Employees returning from a maternity leave shall be reinstated to their original job if it exists, or to a position of like status and pay. There shall be no policy requiring the termination of pregnant employees which is based upon a specific number of months of pregnancy, however, the Employer may request a statement from the employee's physician that continued performance in the employee's normal duties will not be injurious to the health of the employee. Employees must give the Employer at least two (2) weeks' notice of their intention to return to work. The Employer agrees to abide by the provisions of the Family Medical Leave Act, Americans with Disabilities Act, and all other State, Federal and local laws.

Section 6. Military Service. Any employee who is a member of a reserve force of the United States or of this State and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this State shall be granted an



unpaid leave of absence in compliance with USERRA as well as any applicable Federal, State or local military leave statutes.

Section 7. Reasonable Purpose. Leaves of absence without pay for a limited period -- not to exceed six (6) months -- shall be granted for any reasonable purpose, and such leaves shall be extended or renewed for any reasonable period. Reasonable purpose in each case shall be agreed upon by the Union and the Employer. Request for leaves of absence must be in writing indicating the reasons therefore and the requested duration of such leave. Requests for leaves of absence must be made as far in advance as possible, with a minimum of two (2) weeks' notice whenever possible.

Section 8. Union Business. The Employer will approve written requests for leave without pay for employees elected to any Union office or selected by the Union to do work which takes them from their employment with the Employer. Members elected to the local's E-Board shall receive one and one-half (1½) hours paid leave per month to attend meeting(s). The employee must give the Employer seven (7) days' notice of the meeting. Employees will not be unreasonably denied time away from work to attend monthly local council meetings. If the Employer is not able to allow all employees who request to go to the meeting, the Employer shall circulate a sign up sheet and meet with the Union to review.

Section 9. Negotiations. No more than four (4) employees selected to serve on a negotiating committee will be paid for any time lost when negotiations are held during their regular shift. The Union agrees to notify the Employer of the names of employees selected prior to the start of negotiations.

Section 10. Bereavement Leave. Bereavement is intended to allow employees time off to attend the funeral/services and for related matters due to death of an immediate family member. An immediate family member for purposes of this leave includes your spouse/domestic partner, parent (biological, adoptive, step or foster), legal guardian, sibling, child (biological, adoptive, step or foster), grandchild or grandparent, as well as his/her spouse/domestic partner's parent, legal guardian, sibling, child, grandchild or grandparent. Employees shall be granted up to five (5) days paid leave under this Article.

Employees can use up to three (3) days of vacation for funeral services of aunts, uncles, nieces, nephews, or others living in the same household that don't qualify for regular bereavement leave.

Section 11. Nothing in this Article is intended to restrict any rights an employee may have under the Family and Medical Leave Act (FMLA), the Americans with Disabilities Act (ADA) or other applicable State or local law. If applicable, leave under this Article shall run concurrently with leave under the FMLA, ADA, etc., when appropriate by law and similar applicable State or local law. Nothing in this Article is intended to restrict the Company's right to extend a leave of absence taken by an employee due to his or her own medical condition if such an extension is required by law.

## **ARTICLE VIII - OVERTIME**

Section 1. Overtime Hours. All hours worked in excess of eight (8) hours in any work day; in excess of a forty (40) hour work week; before or after any regularly scheduled eight (8) hour shift; on any regularly scheduled day of rest; or on any holiday, shall be considered overtime. For purposes of this Section, all hours of paid leave shall be regarded as hours worked.

Section 2. Overtime Rates. All employees shall be compensated for approved overtime work at the rate of time and one-half (1½) at the employee's regular hourly rate.

Section 3. Distribution of Overtime. Overtime work shall be distributed as equally as possible among employees in the same job classification and on the same job site who desire the overtime work. An accumulative record of overtime worked and declined for each employee shall be posted on the bulletin boards.

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

Section 5. The Employer will utilize an approval form for overtime. All overtime must be approved by a Supervisor. Overtime will be offered by seniority and employees will be charged if they do not accept the overtime and the Employer will continue down the seniority list for the next overtime opportunity. This will not apply to work in progress or an emergency. This Section supersedes Section 3 – Distribution of Overtime. Overtime records will be zeroed out at the end of the summer session.

## **ARTICLE IX - SENIORITY**

Section 1. Definition. "Seniority" means an employee's length of continuous service with the Employer since his last date of hire. An employee's continuous service record shall be broken only by voluntary resignation (employees shall have the right to rescind the resignation within twenty-four [24] hours of the resignation), discharge for just cause, failure to return from lay-off when recalled to a bargaining unit job, or continuous lay-off in excess of one (1) year. There shall be no deduction from continuous service for any time lost which does not constitute a break in continuous service.

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

In the event that two (2) or more employees are hired on the same day, their seniority shall be decided by the sum of the digits of the social security number of said employees.

Section 2. Seniority Lists. Every three (3) months the Employer shall post on the department bulletin board a seniority list showing the continuous service of each employee. A copy of this seniority list shall be furnished to the Local Union at the time it is posted.

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

- A) When a job vacancy occurs, the Employer will post the job, including the general duties of the job and the shift involved, for seven (7) consecutive days on the employee bulletin board. The Employer shall notify employees on lay-off or vacation of job postings at the

time of the posting.

- B) Employees desiring to apply for this job will write their names on the posted notice. The successful applicant will be selected on the basis of seniority, provided the employee possesses the ability and qualifications to perform the work required in the new position.
- C) Employees that have been awarded a position will be required to remain in that position for a minimum of ninety (90) days. Said employees may not bid for another job until completion of the ninety (90) days. However, if the employee awarded the job does not adequately perform the job within fifteen (15) working days, the Employer has the right to appoint any employee remaining on the original posting according to the procedures in 'B' above.
- D) When an employee returns from a leave of absence, the employee shall be returned to their original job, if it exists, or a position of like status and pay. The employee filling the temporary vacancy in excess of three (3) weeks will be returned to the job he/she previously held.
- E) An employee accepting promotion or transfer to a job within the scope of this Agreement and failing to qualify within fifteen (15) working days may exercise his/her seniority rights by displacing the junior employee in the class from which he/she was promoted or transferred.
- F) In the event no employee bids on a posted vacancy within the seven (7) day period, the Employer may fill such vacancy from among qualified working employees, based on the least senior first, and then as they see fit.

If and when the Employer chooses to fill the position previously vacated by an employee affected under this Article, that employee will have first right of refusal for re-assignment back to his/her original position.

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

Section 4. Work on a Higher Rated Job. When an employee relieves a higher rated employee for one (1) full shift or longer, he/she shall be paid the higher rate for such time spent on that job and will be at the step per their service in their current classification.

Section 5. Lay-off. Any interruption of employment in excess of three (3) consecutive work days shall constitute a lay-off. Prior to instituting any lay-off procedures, the Employer shall offer employees to be affected an opportunity to transfer to vacant positions which they are qualified to fill in the bargaining unit on a seniority basis. Lay-off of employees shall be made in the inverse order of seniority within the classification in which the lay-off becomes necessary. In every case of lay-off, the Employer shall give written notice to the employee with a copy to the Union as far in advance as is reasonably possible and shall indicate the estimated length of the lay-off.

Section 6. Bumping. If they so desire, employees who are about to be laid off shall be permitted to exercise seniority rights to bump (displace) the least senior employee in a lower job

classification within the bargaining unit providing the bumping employee has greater seniority than the employee who is so displaced and is qualified to perform the job. Employees bumped by the provisions of this Section shall also be permitted to exercise bumping rights.

Section 7. Lay-off Lists. Employees who are laid off, bumped, or who change job classification in accordance with the provisions of this Article shall have their name placed on a lay-off list for the class in which they formerly served, in the order of their seniority within classification for each class.

Section 8. Recall. Employees shall be recalled from lay-off in order of their rank on the lay-off list. No new employees shall be allowed to work until all employees on lay-off status, who desire to return to work, have been recalled.

Section 9. Voluntary Reduction in Work Hours. The Employer may allow any employee to take an unpaid leave of absence to reduce layoffs otherwise necessary. If more than one (1) employee in any class wishes to volunteer, such leave shall be granted on the basis of seniority.

Section 10. If an unscheduled event occurs during the day, the employees, and not students or part-time employees, will be assigned to work as long as the event does not cause the employee to be worked overtime.

Section 11. The Employer shall offer hours for summer special events to bargaining unit employees through a voluntary sign-up process.

## **ARTICLE X - JOB SAFETY**

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

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

Section 3. Safety Committee. A joint Union-Management Safety Committee shall be established composed of three (3) representatives of the Employer and two (2) representatives of the Union. The Committee shall meet monthly to discuss safety and other matters of concern in an effort to create a better working relationship between the parties.

Section 4. Safety Meeting. The Employer shall conduct safety training at least once per year.

## **ARTICLE XI - DISCIPLINE AND DISCHARGE**

Section 1. Discipline. Disciplinary action may be imposed upon an employee only for just

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

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

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

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

The Union shall receive a copy of all written disciplinary actions and the reasons therefore.

When an employee requests a union representative, the Employer shall honor the request.

Section 2.     Discharge. The Employer shall not discharge any employee without just cause.

The Union shall have the right to take up the suspension and/or discharge of an employee as a grievance at the second step of the grievance procedure and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary by either party.

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

Section 3.     Oral reprimands shall be removed from the employee's personal file after twelve (12) months and all other forms of discipline shall be removed after one (1) year provided no additional disciplinary action has occurred.

## **ARTICLE XII - SETTLEMENT OF DISPUTES**

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

STEP 1.       The Union Representative, with or without the employee, shall take up the grievance or dispute with the employee's immediate supervisor within fourteen (14) days of his knowledge of its occurrence, provided however, any liability occurring from a continuing liability situation shall not begin until the date on which the grievance is filed. The supervisor shall then attempt to adjust the

matter and shall respond to the Steward within seven (7) calendar days.

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

STEP 3. If the grievance is still unsettled, the Union may, within fourteen (14) days after the reply of the Food Service Director is due, serve notice of its intention to submit the issue to arbitration by giving written notice to the other party. The selection of an arbitrator and the conduct of any arbitration shall be in accordance with the voluntary labor arbitration rules of the Federal Mediation and Conciliation Service. The arbitrators on the list shall be members of the National Academy of Arbitrators. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument. Expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and outside witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available at a reasonable cost to the other party and to the arbitrator. The jurisdiction and the authority of the arbitrator of the grievance and his opinion and award shall be confined exclusively to the interpretation of the expressed provisions of this Agreement and he shall have no authority to add to, detract from, alter, amend or modify any provisions of this Agreement.

Section 2. Time Limits. The time limit in each step may be extended by mutual agreement of the Appointing Authority or its agents and the Union, and such extension shall not be unreasonably denied. Extensions shall be reduced to writing as soon as possible.

By mutual agreement of the Appointing Authority and the Union, the parties may waive steps 1, 2 and/or 3.

### **ARTICLE XIII - INSURANCE**

Section 1. Life Insurance. The Employer shall provide a double indemnity group life insurance policy in the amount of five thousand dollars (\$5,000.00) on the life of each employee at no cost to the employees effective after thirty (30) days of employment and to be eligible the employee must work a minimum of twenty-five (25) hours or more per week.

Section 2. Medical Insurance. The Employer shall provide employees Medical Benefits through an Aramark-selected provider. The schedule of benefits will be equivalent to all the benefit plans offered by Aramark to its hourly employees, which may be adjusted from time to time in line with changes in the Medical package for all Aramark employees. Changes include a change in the insurer, a health maintenance organization, or other service provider that provides the benefits or establishes the network of participating providers.

Employees who choose plans other than the POS Plan shall pay the same percentage of the total contribution as Aramark employees at Bemidji State University who are covered under the POS Plan.

The Employer shall pay the full cost or one hundred sixty dollars (\$160.00) per month, whichever is less, of such insurance coverage for eligible employees. The Employer and employee shall each pay fifty percent (50%) of any amount over one hundred sixty dollars (\$160.00) per month, and the employee's payment shall be done through payroll deduction. The cost of optional coverage for the employee's dependents shall be borne by the employee.

Any employee who voluntarily drops his/her insurance by notifying the Employer of their intent prior to the start of the school year shall be paid a three hundred dollar (\$300.00) cash bonus on the first pay period of each December and an additional three hundred dollar (\$300.00) bonus the last pay period of the school year; employees hired after these payroll periods will receive a pro-rata share of the bonus.

Section 3. Eligibility. Employees will be eligible for medical coverage after the waiting period on the first (1<sup>st</sup>) day of the month after thirty (30) days of continuous employment for employees who are regularly scheduled a minimum of twenty-five (25) hours or more per week.

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

Section 5. Premiums During Lay-off. The Employer agrees to pay the costs and continue in full force and effect all Employer-paid insurance coverages during the first two (2) full calendar months of lay-off of any employee covered by this Agreement.

Section 6. Flexible Spending Account. Aramark Health Care Flexible Spending Account Benefits for eligible employees will be effective the first (1<sup>st</sup>) of the month following thirty (30) days of continuous employment. Aramark will provide eligible employees the opportunity to participate in the Aramark Health Care Flexible Spending Account (FSA). The plan(s) and plan design(s) may be adjusted from time to time by law or in line with changes to the benefit packages for all Aramark employees or as required by law.

Section 7. Non-Medical Benefits. Employees who choose non-medical benefits such as dental, vision or short-term disability insurance that are offered to hourly Aramark employees shall pay the same amounts as hourly Aramark employees. The Employer may change the service provider.

**ARTICLE XIV - WAGES**

Section 1. Salary Ranges.

**SALARY RANGE (STEPS) IN HOURLY RATES**

**EFFECTIVE JULY 1, 2021**

<b>Class Title</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
Food Service Worker	\$15.41	\$15.53	\$15.64	\$15.76	\$15.87	\$16.02
Coordinator	\$15.86	\$15.97	\$16.12	\$16.26	\$16.40	\$16.54
Cashier A	\$15.96	\$16.07	\$16.22	\$16.36	\$16.50	\$16.64
Cashier B	\$15.41	\$15.53	\$15.64	\$15.76	\$15.87	\$16.02
Cook	\$15.96	\$16.08	\$16.22	\$16.29	\$16.50	\$16.65
Baker II	\$15.96	\$16.08	\$16.22	\$16.29	\$16.50	\$16.65
Janitor	\$15.87	\$15.96	\$16.15	\$16.30	\$16.44	\$16.59

**EFFECTIVE JANUARY 1, 2022**

<b>Class Title</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
Food Service Worker	\$15.66	\$15.78	\$15.89	\$16.01	\$16.12	\$16.27
Coordinator	\$16.11	\$16.22	\$16.37	\$16.51	\$16.65	\$16.79
Cashier A	\$16.21	\$16.32	\$16.47	\$16.61	\$16.75	\$16.89
Cashier B	\$15.66	\$15.78	\$15.89	\$16.01	\$16.12	\$16.27
Cook	\$16.21	\$16.33	\$16.47	\$16.54	\$16.75	\$16.90
Baker II	\$16.21	\$16.33	\$16.47	\$16.54	\$16.75	\$16.90
Janitor	\$16.12	\$16.21	\$16.40	\$16.55	\$16.69	\$16.84

**EFFECTIVE JULY 1, 2022**

<b>Class Title</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
Food Service Worker	\$15.86	\$15.98	\$16.09	\$16.21	\$16.32	\$16.47
Coordinator	\$16.31	\$16.42	\$16.57	\$16.71	\$16.85	\$16.99
Cashier A	\$16.41	\$16.52	\$16.67	\$16.81	\$16.95	\$17.09
Cashier B	\$15.86	\$15.98	\$16.09	\$16.21	\$16.32	\$16.47
Cook	\$16.41	\$16.53	\$16.67	\$16.74	\$16.95	\$17.10
Baker II	\$16.41	\$16.53	\$16.67	\$16.74	\$16.95	\$17.10
Janitor	\$16.32	\$16.41	\$16.60	\$16.75	\$16.89	\$17.04

**EFFECTIVE JANUARY 1, 2023**

<b>Class Title</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
Food Service Worker	\$16.11	\$16.23	\$16.34	\$16.46	\$16.57	\$16.72
Coordinator	\$16.56	\$16.67	\$16.82	\$16.96	\$17.10	\$17.24



Cashier A	\$16.66	\$16.77	\$16.92	\$17.06	\$17.20	\$17.34
Cashier B	\$16.11	\$16.23	\$16.34	\$16.46	\$16.57	\$16.72
Cook	\$16.66	\$16.78	\$16.92	\$16.99	\$17.20	\$17.35
Baker II	\$16.66	\$16.78	\$16.92	\$16.99	\$17.20	\$17.35
Janitor	\$16.57	\$16.66	\$16.85	\$16.95	\$17.14	\$17.29

Section 2. Progression. Employees shall be advanced from Step 1 to Step 2 after one thousand forty (1,040) hours worked; from Step 2 to Step 3 after one thousand forty (1,040) hours worked; from Step 3 to Step 4 after two thousand eighty (2,080) hours worked; from Step 4 to Step 5 after two thousand eighty (2,080) hours worked; from Step 5 to Step 6 after two thousand eighty (2,080) hours worked. Such step increases may be withheld if an employee's work performance has been of a less than satisfactory nature. Employees shall be notified in writing as to the reasons a salary step increase has been withheld and may contest such action through the grievance procedure. Withheld step increases may be granted at a subsequent date.

For the purpose of this Section, "hours worked" means any hour in which an employee receives compensation for work performed or accrued paid leave.

Section 3. Employees will receive a premium of fifteen cents (15¢) an hour after seven (7) years of continuous service, an additional fifteen cents (15¢) per hour after fifteen (15) years of continuous service; and an additional twenty cents (20¢) after twenty (20) years of continuous service.

Section 4. New Hires. All new hires shall start at Step 1 of the wage scale.

Section 5. All wages shall be paid by check, direct depot, pay card, or other means available provided by the company, provided that employees who elect direct deposit or pay card also consent to receive an e-statement.

### **ARTICLE XV – ARAMARK HOURLY 401(K) PLAN**

All employees may elect to participate in the Aramark Hourly 401(K) Plan once they meet the eligibility rules. The features of the Plan (service provider, loan and withdrawal provisions and available investments) may change at any time according to changes applied to all Aramark employees, or as required to meet legislative changes. All investment and administrative fees are paid by the employee.

#### **Eligibility Rules**

- (a) Minimum Service: After one (1) year of service.
- (b) Minimum Contribution: Two percent (2%) of Base Pay including Overtime, Differential and Pay Allowances.

All employees who participate will receive five percent (5%) of covered compensation which will be applied to the account of an employee as quickly as possible following each pay cycle.

## **ARTICLE XVI - GENERAL PROVISIONS**

**Section 1. Pledge Against Discrimination and Coercion.** The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, familial status, race, color, creed, disability, sexual orientation, national origin, political affiliation, religion, genetic information, status with regard to public assistance or membership or activity in a local commission, or any other classification protected by applicable law. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

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

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

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

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

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

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

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

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

Section 5. Uniforms. The Employer shall pay up to one hundred dollars (\$100.00) once per year for slacks. The employee must provide a receipt and the reimbursement shall not be considered wages.

Section 6. Shoes. The Employer shall pay seventy-five dollars (\$75.00) for up to two (2) pairs of shoes per year. The employee must provide a receipt and reimbursement shall not be considered wages.

Section 7. Employees, after completion of their probationary period, and once a year thereafter shall receive up to one hundred dollars (\$100.00) for a pair of non-skid shoes. Employees must provide a receipt and the reimbursement shall not be considered wages.

Section 8. The Employer agrees to provide an organization chart to the Union and the employees which will clearly identify supervisors.

Section 9. There will be no reduction of full time employees to less than full time without a labor management meeting to discuss the business reasons for such a reduction.

Section 10. New Job Descriptions. The Employer and the Union will discuss new job descriptions.

Section 11. Labor Management Committee. A labor management committee will be formed. The committee will consist of two (2) employees, two (2) management representatives, and up to two (2) Union representatives from the local. Meeting will be quarterly and scheduled during work hours for the employees and will be scheduled for one (1) hour.

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

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

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

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

It is further agreed that during the term of this Agreement, employees shall not be entitled to any

fringe benefits or wages whatsoever while they are engaged in a strike, work stoppage or other interruption of work.

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

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

### **ARTICLE XVIII - MANAGEMENT RIGHTS**

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

### **ARTICLE XIX - SAVINGS CLAUSE**

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

### **ARTICLE XX - TERMINATION**

This Agreement shall be effective as of the first (1st) day of July, 2021, and shall remain in full force and effect through the thirtieth (30th) day of June, 2023. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred twenty (120) days prior to the expiration date that it desires to modify this Agreement.

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

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

The Employer's address for purpose of sending an opening notice is as follows:

ARAMARK Services, Inc.  
Attention: Labor Relations Dept.  
420 Eureka Road, #465  
Wyandotte, MI 48192

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

AFSCME Council 5  
300 Hardman Avenue South, Suite 3  
South St. Paul, Minnesota 55075-2470

In witness whereof, the parties hereto have set their hands on the dates stated below.

**ARAMARK EDUCATIONAL SERVICES, LLC**

**AFSCME COUNCIL 5, AFL-CIO**

Brooke Bass, Aramark July 30, 2021  
Date

Arnie Sasser 7-26-21  
Date

Donna Baucis July 30, 2021  
Date

Kevin Bosnow 7-27-21  
Date

Julie Brown 7/30/21  
aramark  
Date

Cheryl Wilke 7-27-21  
Date

Marie Estrom 7-27-21

X - del X 7/27/21  
Field Representative

**MEMORANDUM OF UNDERSTANDING**

Between

ARAMARK Educational Services, LLC

And

AFSCME Council 5  
Local Union 1949

New classification: Intermittent employee. Can be scheduled twenty (20) hours. For an additional twenty (20) hours, may fill in for sick leave, vacation and special events which are scheduled less than seven (7) days before the event. They will be trained in food service and catering, and must have ten (10) hours off before being recalled or scheduled. Limit to two (2) employees

For any part-time or student who works over twenty (20) hours in a week: Employer will pay twelve dollars (\$12.00) penalty pay and will pay contract rate for hours over twenty (20) hours. This does not apply for summer student workers. The Employer agrees to hold this penalty pay in a separate fund and once each year (at the end of the school year) these funds shall be equally divided among the current Aramark Union employees.

There will be no replacement of Union jobs due to the use of part-time or student employees.

There will be no retaliation due to this modification.

The Employer agrees to allow reasonable release time for one of the Union stewards to review the bi-monthly time reports and to furnish copies of said reports as may be requested by the Union.

This modification can be cancelled by either party upon thirty (30) days written notice or at the end of the current contract.

**ARAMARK EDUCATIONAL SERVICES, LLC**

**AFSCME COUNCIL 5, AFL-CIO**

Brooke Bass, Aramark July 30, 2021  
Date

Ann Suda 7-26-21  
Date

Donna Bauch July 30, 2021  
Date

Spain Rosnow 7-27-21  
Date

[Signature] 7/30/21  
Date  
Aramark

Cheyl Welles 7-27-21  
Date

Alma Estman 7-27-21

21

[Signature] 7/28/21  
Field Representative

**MEMORANDUM OF UNDERSTANDING**

Between

ARAMARK Educational Services, LLC

And

AFSCME Council 5  
Local Union 1949

Employee Stock Purchase Program

The Company shall offer eligible employees the ability to enroll in the Employee Stock Purchase Plan (ESPP), the terms of which, including eligibility, will be determined solely and exclusively by the Company. Nothing contained in any agreement between the Company and the Union shall supersede the actual terms of the ESPP, and the Company reserves the right in its sole and exclusive discretion to alter, modify, terminate, freeze or change the ESPP from time to time. The ESPP will not be the subject of negotiations nor be the subject of any grievance or arbitration between the parties.

**ARAMARK EDUCATIONAL SERVICES, LLC**

**AFSCME COUNCIL 5, AFL-CIO**

Brooke Bass, Aramark

July 30, 2021

Date

Andrea Sabre 7-26-21

Date

Donna Bauck

July 30, 2021

Date

Karin Resnow 7-27-21

Date

Julie Brown  
aramark

7/30/21

Date

Cheryl Walker 7-27-21

Date

Marie Eastman 7-27-21

Field Representative