UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
FIRST REGION

In the Matter of ARAMARK EDUCATIONAL SERVICES, INC. and UNITE HERE LOCAL 26	Case 1-CA-43486
In the Matter of ARAMARK d/b/a HARRY M. STEVENS, INC. and UNITE HERE LOCAL 26	Case 1-CA-43657
In the Matter of ARAMARK SPORTS, INC. and UNITE HERE LOCAL 26	Case 1-CA-43658

CROSS-EXCEPTIONS OF RESPONDENTS

Respondents ARAMARK Educational Services, Inc. ("ARAMARK Educational"), ARAMARK d/b/a Harry M. Stevens, Inc. ("ARAMARK Stevens"), and ARAMARK Sports, Inc. ("ARAMARK Sports") (collectively, "ARAMARK") hereby except to the May 13, 2008 Decision of the Administrative Law Judge in the above-referenced consolidated matters, as follows:

1. Respondents object to the finding that Respondents began implementing their new policy at MIT, Hynes, and Fenway "even before the finalization of the protocol." (ALJD, Part II.B.3, page 8, lines 33-34.)

2. Respondents object to the finding that Leigh Thumith "refused to bargain about the no match issue." (ALJD, Part II.B.5, page 10, line 52 through page 11, line 1.)

3. Respondents object to the finding that, in a telephone conversation with Brian Lang, Rob Gould "took the position that it was perfectly legitimate for the Company to implement the new no match policy despite the Union's opposition." (ALJD, Part II.B.5, page 11, lines 10-12.)

4. Respondents object to the finding that the conversations between ARAMARK Vice President of Labor Relations Richard Ellis and UNITE HERE International representatives began in late September 2006, rather than on September 12, 2006. (ALJD, Part II.B.7, page 12, lines 9-10.)

5. Respondents object to the finding that "[a]t Fenway, about October 1, Dario Roldan and Jose Luissy were suspended." (ALJD, Part II.B.8, page 12, lines 30-31.)

6. Respondents object to the finding that the Union requested bargaining, "impliedly" or otherwise, over the changes to ARAMARK's policy or enforcement of that policy. (ALJD, Part II.D, page 15, lines 6-17.)

7. To the extent the Decision reaches the conclusion of law that the Union did not waive its right to bargaining over Respondents' policy or enforcement of that policy by failing to request such bargaining (ALJD, Part II.D, page 15, lines 6-17), Respondents object to that conclusion of law.

8. Respondents object to the finding that the collective bargaining agreements at Hynes and MIT did not already address the no match policy changes. (ALJD, Part II.D, page 15, lines 19-28.)

9. To the extent the Decision reaches the conclusion of law that the Union did not waive its right to bargaining over Respondents' policy or enforcement of that policy by virtue of the collective bargaining language in the Hynes and MIT collective bargaining agreements (ALJD, Part II.D, page 15, lines 19-28), Respondents object to that conclusion of law.

10. Respondents object to the failure of the Administrative Law Judge to adopt the contract coverage standard for contract waiver cases adopted in Bath Marine Draftsmen's Ass'n v. NLRB, 475 F.3d 14 (1st Cir. 2007) and NLRB v. United States Postal Service, 8 F.3d 832 (D.C. Cir. 1993), among other cases. (ALJD, Part II.D, page 14, lines 38-42; page 15, lines 19-28.)

WHEREFORE, if the General Counsel's and/or the Union's exceptions should be granted in whole or in part such that the original basis for the Administrative Law Judge's recommended Order is overturned, ARAMARK respectfully requests that the foregoing cross-exceptions be granted and the recommended Order be affirmed on these alternative grounds.

Respectfully Submitted,

/s/ Michael D. Keffer

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Dated: July 25, 2008

CERTIFICATE OF SERVICE

I hereby certify that, on this date, I caused a copy of the foregoing Cross-Exceptions to be served by U.S. Mail upon the following persons:

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National Labor Relations Board, Region 1
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/s/ Michael D. Keffer
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Date: July 25, 2008