

AGREEMENT

By and Between

Compass Group, NAD and its Divisions

d/b/a

Morrison Healthcare & Crothall

And

National Union of Hospital and Health Care Employees, AFSCME,

AFL-CIO and it's affiliate, District 1199C

At the

Hospital of the University Of Pennsylvania

great people
great service
great results



October 1, 2010 – September 30, 2013

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MMS #: 15209

CRO # 1894

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PREAMBLE

AGREEMENT made and entered into this day of October 1, 2010, by and between Compass Group NAD and its Divisions, d/b/a Morrison Healthcare and Crothall, at the University of Pennsylvania located in Philadelphia, Pennsylvania, (hereinafter called the "Employer") and the National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO, and its affiliate District 1199C (hereinafter referred to as the "Union") acting herein on behalf of the Employees of the said hospital as hereinafter defined now employed and hereinafter to be employed and collectively designated as the "Employees".

WITNESSETH

WHEREAS, the Employer recognized the Union as the collective bargaining representative for the Employees covered by this Agreement as herein provided, and

WHEREAS, it is the intent and purpose of the parties hereto that this Agreement promote and improve the mutual interests of the patients of the Employer as well as of its Employees and to avoid interruptions and interferences with services to patients and to set forth herein their Agreement covering rates of pay, hours of work, and conditions of employment.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE 1 - RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining representative for all the Employees covered by this Agreement. The term "Employee" as used in and covered by this Agreement means all full-time and regular part-time non-professional Employees employed in the food service and housekeeping departments at the Hospital of the University of Pennsylvania, Philadelphia, Pennsylvania, and excluding all other Employees, PRN's, guards and supervisors as defined in the Act.

ARTICLE 1 - RECOGNITION continued

Section 2 A temporary Employee is one who is hired for a period of up to three (3) months and is so informed at the time of hire, and who is hired for special temporary needs (of which the Union will be advised) or to replace an Employee on leave or vacation. The said three (3) month period may be extended up to an additional three (3) months or for the length of leave of the Employee being replaced, with the consent of the Union, which shall not be unreasonably denied. However, such Employee shall become a member of the aforesaid bargaining unit after the expiration of the initial sixty (60) day period. It is understood that temporary Employees shall be employed only for the duration of the temporary position.

Section 3. Part-time Employees (working 20 or more hours per week) covered by this Agreement shall receive fringe benefits on a pro-rata basis all of which is more fully set forth in the provisions of this Agreement concerning such benefits.

(a) With respect to all part-time Employees (working 20 or more hours per week), all benefits shall be paid pro-rata on the basis of scheduled hours of work. Part-time employees shall be offered an opportunity to work additional hours to replace full-time employees who are on vacation or approved L.O.A. prior to Per Diem employees.

(b) A Per Diem employee is one who is scheduled to work less than 20 hours per week. Per Diem employees shall not receive any benefits under the terms of this Agreement. Per Diem employees shall normally be assigned to replace absent employees.

At no time will the number of Per Diem employees working exceed eight (8%) percent of the bargaining unit. At no time will temporary or Per Diem employees be paid above the contract rate.

Section 4. The Employer shall provide to the Union, once quarterly an updated seniority list.

ARTICLE 2 - UNION SECURITY

Section 1. All Employees on the active payroll as of the effective date of this Agreement, who are members of the Union, shall maintain their membership in the Union in good standing as a condition of continued employment.

ARTICLE 2 - UNION SECURITY continued

Section 2. All Employees on the active payroll as of the effective date of this Agreement, who are not members of the Union, shall become members of the Union thirty (30) days after the effective date of this Agreement.

Section 3. All Employees hired after the effective date of this Agreement shall become members of the Union no later than the sixtieth (60th) day following the beginning of such employment and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment.

Section 4. For the purposes of this Article, an Employee shall be considered a member of the Union in good standing if he/she tenders his/her periodic dues and initiation fee uniformly required as a condition of membership.

Section 5. Subject to the Grievance Procedure provision of this Agreement, an Employee who has failed to maintain membership in good standing as required by this Article shall, within twenty (20) calendar days following receipt of a written demand from the Union requesting his/her discharge, be discharged if, during such period, the required dues and initiation fee have not been tendered.

Section 6. The Union agrees that it will indemnify and hold the Employer harmless from any recovery of damages sustained by reason of any action taken under this Article.

Section 7. **BARGAINING UNIT WORK** Supervisors shall not do work normally performed by Bargaining Unit Employees, except for the purpose of instruction, training, supervision, filling in for absentees, emergencies, or where the normal duties of supervisors overlap the duties of Employees. An emergency is herein defined as any suddenly arising situation necessitating immediate action by the supervisor to maintain safety or health, to prevent damage to equipment, facilities, property and/or materials, and to aid in correcting or repairing malfunctions.

ARTICLE 3 - CHECK-OFF:

Section 1. Upon receipt of written authorization from an Employee in the form annexed hereto the Employer shall, pursuant to such authorization, deduct from the wages due said Employees each month, starting not earlier, than the first pay period following the completion of the Employee's probationary period, and remit to the Union regular monthly dues and initiation fee as fixed by the Union. The initiation fee shall be paid in two (2) consecutive monthly installments beginning the month following the completion of the probationary period. In the event that the Union amends the initiation fee and/or dues schedule the Employer agrees to make the revised deduction from the Employee's pay upon thirty (30) days written notice from the Union. After written notice from the Union, the Employer agrees to remit the following month's dues and initiation fees and dues and initiation fees thereafter to the Philadelphia office of the Union.

Section 2. An Employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion body, or sect which has historically held conscientious objections to joining or financially supporting labor organizations, shall not be required to join and remain a member of the Union as a condition of employment. Such Employee shall be required, as a condition of employment, to remit to either the American Cancer society, The Lupus foundation, or the Sickle Cell Anemia foundation, so long as they are recognized as valid charities under Section 501 (c) (3) of title 26 of the Internal Revenue Code, monthly a sum equal to the initiation fee and regular dues of the Union as provided for herein. Such sums shall be check-off by the Employer from the Employee's pay at the same time and in the same amount as initiation fees and dues are and shall be remitted by the Employer to the charity designated by the Employee from the above list. Such designation shall be made in the form of a written authorization in the form annexed hereto.

Section 3. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability, including legal fees and other expenses and costs of defense, that may arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article or any other provisions of this Agreement relating to any requirement of remission of dues, initiation fees and political action funds delivered to the Union, any requirements of membership in the Union, or obligations of the Union members or by reason of the Employer's reliance upon any list, notice, request or assignment furnished under any of such provisions or by reason of any action taken or not taken by the Union.

ARTICLE 3 - CHECK-OFF continued

Section 4. The Employer shall be relieved from making such check-off deductions from an Employee upon (a) termination of employment, (b) layoff from work, (c) an excused leave of absence or (d) revocation of the check-off authorization in accordance with the Article on Union Security.

Section 5. The Employer shall not be obligated to make dues deduction of any kind from any Employee who, during any dues period involved, shall have failed to receive sufficient wages to equal the dues deductions.

Section 6. A member of the Union who does not sign a written authorization for dues deduction may adhere to the same payment procedure by making payments directly to the Union.

Section 7. The Employer agrees to furnish the Union each month with a list of the names, positions, Social Security numbers, date of hire of Employees hired during the previous month, and also a list of the names of Employees terminated, including transfers in and out of the bargaining unit, Employees returning from leaves of absence, and Employees commencing leaves of absence during the previous month.

Section 8. The Employer agrees to make a payroll deduction from Employee's pay for the District 1199C Political Action fund upon written authorization of any Employee covered under this Agreement and remit same to the District 1199C Political Action Fund. Said authorization shall be in the form annexed hereto. This deduction shall be made each month for each active bargaining unit Employee. The Employer shall remit to the Union all deductions made from the wages of Employees for the preceding month together with a list of all Employees from whom deductions have been made.

ARTICLE 4 - NO DISCRIMINATION

Neither the Employer nor the Union shall discriminate against or in favor of any Employee on account of race, color, creed, national origin, political belief, sex, age, membership or non-membership in the Union or handicap.

ARTICLE 5 - PROBATIONARY EMPLOYEES

Section 1. Newly hired Employees shall be considered probationary for a period of ninety (90) calendar days from the date of employment, excluding all time lost for any reason whatsoever.

Section 2. During or at the end of the probationary period, the Employer may discharge, discipline, or lay off such Employee at will, and such action shall not be subject to the grievance or arbitration provisions of this Agreement.

Section 3. An Employee shall remain in the job classification into which the Employee was hired and shall not be eligible to bid on 1) (any other position during the probationary period and 2) any position outside of his/her department for the first six (6) months of employment.

ARTICLE 6 - MANAGEMENT RIGHTS

Except as otherwise abridged by the specific provisions of this Agreement, it is recognized that in addition to other functions and responsibilities which are not otherwise specifically mentioned in this Article, the Employer has and will retain the sole right and responsibility to direct the operations which shall include but are not limited to the following: to determine the number of shifts, the shift schedules and the hours of work and the number of hours and shifts to be worked and the number of hours per day or per week operations shall be carried on; to select and determine the number and types of Employees required, to hire, promote, transfer, assign, lay off, recall or terminate Employees or otherwise relieve Employees from duty for lack of work or other legitimate reasons; to discharge or otherwise discipline any Employee for cause, to establish new job classifications, to discontinue, to organize or reorganize or combine, enlarge or reduce any department or branch of operations with any consequent reduction or other changes in the working force; to promulgate rules and regulations and to introduce new or improved methods or facilities regardless of whether the same causes a reduction in the working force. In addition, matters of inherent managerial policy are reserved exclusively to the Employer. These include, but shall not be limited to, such areas of discretion or policy as to functions and programs of the Employer standards of service, the ever-all budget, utilization of technology, the organizational structure and selection and direction of personnel.

The Employer may subcontract bargaining unit work only in a bona fide emergency or for a specific project. The Employer may not subcontract any other bargaining unit work without negotiating same with the Union.

ARTICLE 7 - GRIEVANCE PROCEDURES

Section 1. A grievance is a difference between the Employer and the Union and/or the Employees concerning the interpretation or application of a specific provision of this Agreement, and such grievance shall be processed and disposed of in the following manner.

Step 1 An Employee having a grievance or his/her Union delegate or other Union representative shall take it up with his/her immediate supervisor. Upon request, the Employer shall meet with the delegate and the grievant to discuss the grievance. The Employer shall give its answer to the Employee or his/her Union delegate or other representative within five (5) working days after the presentation of the grievance in Step 1.

Step 2 If the grievance is not settled in Step 1, the grievance may, within five (5) working days after the answer in Step 1, be presented in Step 2. When grievances are presented in Step 2, they shall be reduced to writing, signed by the grievant and his/her Union representative and presented by the grievant to the Department Manager or his/her designee. The grievance in Step 2 shall be answered by the Employer in writing within ten (10) working days after its presentation.

Step 3. If the grievance is not settled in Step 2, the grievance may, within five (5) working days after the answer in Step 2, be presented by the Union representative or Union delegate in Step 3. The grievance shall be presented in this step to the Regional Manager or his/her designee, and the Employer shall render a decision in writing within ten (10) working days after its presentation.

Section 2. Any grievance shall be void which is not presented for disposition through the grievance procedure described herein within seven (7) working days of the occurrence or condition, which it claimed gave rise to the grievance.

Section 3. Prior to being submitted to Step 2 of the Grievance Procedure, the grievance shall be reduced to writing. The written grievance must set forth all of the following:

- (a) The date and time when the grievance arose;
- (b) A statement of the grievance and facts;
- (c) The violation of the specific provision of the Agreement which is claimed and the remedy requested; and

ARTICLE 7 - GRIEVANCE PROCEDURES continued

- (d) Signature of the aggrieved Employee and his/her Union representative and/or Union delegate.
- (e) A grievance hearing shall be held if requested by either party in Step 2 and 3 of the Grievance Procedure.

Section 4. Failure on the part of the Employer to answer a grievance at any step shall not be deemed acquiescence thereto, and the Union may proceed to the next step.

Section 5. Any grievance shall be considered as settled on the basis of the last answer of the Employer if not appealed to the next step or to arbitration within the time limitations set forth herein. Time is of the essence.

Section 6. Any thing to the contrary herein notwithstanding, a grievance concerning the discharge or suspension may be presented initially at Step 3 in the first instance, within the time limit specified in Section 2 of this Article.

Section 7. All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays, and stated holidays as provided herein.

Section 8. A grievance which affects a substantial number or class of Employees, and which the Employer representative designated in Step 1 and 2 lacks authority to settle, may initially be presented at Step 3 by the Union representative.

ARTICLE 8 - ARBITRATION

Section 1 A grievance, as defined in the grievance procedure provision, which has not been resolved there under, may, within thirty (30) calendar days following the Employer's answer at Step 3 of the grievance procedure, be referred by the Union to the American Arbitration Association for arbitration under the Association's voluntary labor arbitration rules.

Section 2. The fees and expenses of the American Arbitration Association and the Arbitrator shall be borne equally by the parties. Each party shall bear the expense of its own witness.

Section 3. The award of the Arbitrator hereunder shall be final, conclusive and binding upon the Employer, the Union and the Employees.

ARTICLE 8 - ARBITRATION continued

Section 4. In the event that two (2) or more grievance become ready for arbitration at the same time in the grievance procedure, there shall be a separate arbitrator selected and assigned to each case and a separate date fixed for each hearing. The parties, however, by mutual consent, can agree to have two or more cases heard on the same date by the same arbitrator.

Section 5. The arbitrator shall have the authority only to interpret and apply the provisions of the Agreement, and shall have no authority to add to, detract from or alter its terms, and shall have no authority to rule upon management prerogatives including, without limitation thereto, standards of service, matters involving the over-all budget, utilization of technology, organization structure, selection and direction of personnel, or other matters of inherent managerial policy.

Section 6. All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays, and holidays.

Section 7. Retroactivity Awards or settlements of grievance shall in no event be made retroactive beyond the date on which the grievance was first presented in Step One of the Grievance Procedure except if the grievance concerns an error in the Employee's rate of pay, the proper rate shall be applied retroactively to the date the error occurred. All claims for back wages shall be limited to the amount agreed to by the Employer and the Union, or ordered by the arbitrator, as the case may be, less any unemployment compensation or other compensation that the aggrieved Employees may have received from any source during the period for which back pay is claim other than compensation the Employee received from a job held with another Employer prior to discharge.

ARTICLE 9 - DISCHARGE AND PENALTIES

Section 1. The Employer shall have the right to discharge, suspend, or discipline and Employee for just cause.

Section 2. The Employer will notify the Union at its Philadelphia office in writing of any discharge or suspension within three (3) working days from time of discharge or suspension. Notice shall be complete upon its deposit in the U.S. Mail (certified). If the Union desires to contest the discharge or suspension, it shall give written notice thereof to the Employer within five (5) working days. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedures set forth in this Agreement, however, commencing at Step 3 of the grievance procedure.

ARTICLE 9 - DISCHARGE AND PENALTIES continued

Section 3. If the discharge or suspension of an Employee results from conduct relating to a patient or customer and the patient or customer does not appear at the arbitration, the arbitrator shall not consider the failure of the patient or customer to appear as prejudicial.

The term "patient" for the purpose of this Agreement shall include those seeking admission and those seeking care or treatment in clinics or emergency rooms, as well as those already admitted. Patient shall also include the patient's parents, immediate family and guardian.

Section 4. All time limits specified herein shall be exclusive of Saturdays, Sundays, and holidays.

ARTICLE 10 - NO STRIKE OR LOCK OUT:

Section 1. The Union, its officers, agents representatives, and members agree that for the duration of this Agreement there shall be no strikes, sit-downs, sit-ins, slow-downs, picketing as related to the terms and conditions of this Agreement, cessation or stoppage or interruption of work boycotts or other interference with the operations of the Employer or the Hospital of the University of Pennsylvania.

Section 2. Employees participating in any of the acts specified in Section 1 of this Article, shall be subject to discharge by the Employer without recourse to the grievance and arbitration procedures.

Section 3. The Union, its officers, agents, representatives, and members shall not in any way directly or indirectly authorize, assist, encourage, participate in or sanction any strikes, sit-downs, sit-ins, slow-downs, cessation or stoppage or interruption of work, boycott, or other interference with the operation of the Employer or ratify, condone or lend support to any such conduct or action.

ARTICLE 10 - NO STRIKE OR LOCK OUT continued

Section 4. In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, sit-down, sit-in, slow-down or cessation, interruption, or a stoppage of work, boycott or other interference with the operation of the Employer occur, the Union within twenty-four (24) hours, if requested by the Employer or the Hospital of the University of Pennsylvania:

- (a) Publicly disavow such action by the Employees;
- (b) Advise the Employer in writing that, such action by Employees has not been called or sanctioned by the Union;
- (c) Notify Employees of its disapproval of such action and return to work immediately; and
- (d) Post notices at Union bulletin Boards advising that it disapproves such action and instructing Employees to return to work immediately.

Section 5. The Employer agrees that it will not lock out Employees during the term of this Agreement.

ARTICLE 11 - SENIORITY

Section 1. Bargaining unit seniority is defined as the length of time an Employee has been continuously employed from the Employee's starting date following his/her most recent date of hire. Employee employed by the Hospital of the University of Pennsylvania prior to 8/1/00 will be red-circled with their seniority date as of their date of hire with the hospital of the University of Pennsylvania. Bargaining unit seniority shall apply in the computation and determination of eligibility for all benefits when length of continuous service is a factor pursuant to this Agreement. This shall include employees hired between 8/1/00 and 7/1/05.

Section 2.

- (a) An Employee's seniority shall commence after the completion of his/her probationary period and shall be retroactive to his/her starting date following his/her most recent date of hire.
- (b) Bargaining unit seniority shall accrue during a continuous authorized leave of absence without pay provided that the Employee returns to work immediately following the expiration of such leave of absence, during an authorized leave without pay, or during a period of continuous layoff not to exceed six (6) months.

ARTICLE 11 - SENIORITY continued

Section 2 continued

- (c) Temporary Employees as defined in Article 1 hereof shall have no seniority during the time they occupy the status of temporary Employees, but should any temporary Employee become a permanent Employee, then his/her seniority shall be retroactive up to the date of employment and such time shall be counted towards the probationary period.
- (d) Part-time Employees who are regularly scheduled to work twenty (20) or more hours per week shall accrue seniority.

Section 3. An Employee's seniority shall be lost for any of the following reasons:

- (a) If the Employee quits or resigns;
- (b) If the Employee is discharged for cause;
- (c) If an Employee exceeds an official leave of absence unless the Employee presents a reason satisfactory to the Employer or the Employee is employed by another Employer while on leave of absence.
- (d) If an Employee is laid off for a period of one (1) year or a period exceeding the length of the Employee's continuous service, whichever is less;
- (e) If an Employee who has been laid off fails to return to work on the job to which he is recalled within two (2) working days from the date of telegram or registered letter sent to the Employee's last address as shown by the Employer's records. A copy of such registered letter or telegram will be sent to the Union. This period may be extended by the Employer if the Employee gives a reason satisfactory to the Employer.
- (f) If an Employee is absent for more than two (2) consecutive work days unless such Employee presents a reason which is satisfactory to the Employer.

Section 4 Layoff

- (a) Reduction in force shall be by bargaining unit seniority within the job classification. In the event of a layoff within a job classification, probationary Employees followed by temporary Employees, in the classification affected shall be the first to be laid off. Bargaining unit Employees shall be the next to be laid off on the basis of bargaining unit seniority within the job classification.

ARTICLE 11 - SENIORITY continued

- (b) An Employee scheduled to be laid off, may either bid for a posted vacant position or bump on the basis of bargaining unit seniority within the job classification into a position that the Employee previously held and successfully performed beyond the probationary period. There shall be only one subsequent bump; that is, in the event of a layoff there shall occur only two (2) bumps in the bargaining unit.
- (c) Posted vacant positions shall be deemed to include those occupied by newly hired probationary and temporary Employees in the bargaining unit for purposes of layoff and bumping.
- (d) In the event of a layoff, the Employer agrees to give two (2) weeks notice or two (2) weeks pay in lieu of notice, at the Employer's discretion. Probationary and temporary Employees need not be given such notice.
- (e) All Delegates of the Union under this Agreement shall head the Bargaining Unit Departmental and Classification Seniority Lists for the duration of their term of office. At the expiration of their term of office, or removal, or resignation, they shall return to their regular Seniority standing. Such Super Seniority Rights shall apply only in cases of layoff and recall.

Section 5. Recall From Layoff:

- (a) When a position is open for recall, Employees who are on layoff from that position shall be recalled inverse order of their layoff;
- (b) When a position opens where no laid-off Employees has recall rights as stated above, the position shall be posted first for currently employed Employees bidding for a promotion to a higher pay grade vacancy. If the position is not awarded, or a position is vacated because of an award, the open position shall not be posted and an Employee on layoff shall then be recalled to the open position in the inverse order of layoff and on the basis of present ability to perform the work. Whether an Employee has the present ability to perform the work when recalled to a classification different from the one held at time of layoff shall not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 11 - SENIORITY continued

Section 6. Promotion and Transfer

Vacancies in the bargaining unit shall be posted for eight (8) consecutive days. Employees who bid on an open position shall be selected for promotion or transfer based on their present ability and qualifications to perform the job. Should two or more Employees have the same relative present ability and qualifications to perform the job and if there is not one Employee who is better able and more qualified, then the bidder with the greatest bargaining unit seniority shall be selected. An Employee who successfully bids or is transferred into a vacant position shall be ineligible to bid on other positions outside of his/ her department until the Employee has been in the new position for a period of twelve (12) months.

All bargaining unit positions and vacancies in the bargaining unit shall be posted on a consistent form and in a consistent manner near each time clock and available for eight (8) consecutive days. It is acknowledged that Pearlman and the Transitional Research Center are part of the bargaining unit and posting process.

Section 7. The Employer has the right to determine the qualifications of Employees for promotional purposes. If the Employer determines that any Employee who is promoted or transferred or who exercises a bumping right is not qualified for the job or is not performing the work satisfactorily, the Employee shall have the right to bid on open positions. Employees shall have the right to bump back to their prior position only if there are no open positions for which they are qualified. If the Employee is unable to return to the prior position the layoff provisions of the contract shall apply. The Employer's decision shall not be subject to the grievance and arbitration provisions of the contract.

Section 8 The Employer will make every effort to transfer or promote successful bidders to their new positions within three (3) weeks of the selection. Such period may be extended for an additional two weeks upon notification by the Employer to the Union.

Section 9. Employees will receive an accounting with the first full pay period of January, April, July and October each year of all available vacation, paid personal, and paid sick leave available.

Section 10. Any employee working a full-time schedule for six (6) months shall be classified as full-time unless the employee is filling for vacation or leave of absence.

ARTICLE 12 - HOURS OF WORK

Section 1. The normal workweek for regular full-time Employees shall be forty (40) hours of work. Time used for meals shall not be counted as time worked. The foregoing provisions of this section shall not be construed as guaranteeing any number of hours of work per day, or per week, or days of work per week. Employees shall report dressed and ready for work at their job location and quit work at their job location at the time designated by the Employer at the beginning and end of their regular workday, unless expressly assigned to overtime or work by the Employer.

Section 2. Time and one-half (1 ½) an Employee's regular straight time hourly rate will be paid for all time worked in excess of forty (40) hours in any one week. In computing overtime, the following paid absence will be counted as time worked: holidays and vacations.

Section 3. Full-time Employees shall receive two (2) rest periods of fifteen (15) minutes each and a one-half (1/2) hour unpaid lunch break in each working day as assigned by the Employer to each Employee. Part-time Employees working more than four (4) hours in a working day shall receive one (1) rest period of fifteen (15) minutes as assigned by the Employer. Part-time Employees who work eight (8) or more hours in a working day shall receive the same rest periods as full time Employees

Section 4. The Employer will endeavor insofar as it may be practicable to distribute overtime relatively equally among the available qualified Employees who are regularly employed in such work within the classification and within the department where the overtime occurs. An Employee shall be considered to have worked the overtime if he/she is offered and declines overtime work, is absent from work when he/she would have been offered overtime work or is not available when called for overtime work. If no Employee makes himself/herself available then the least senior available Employee qualified to do the work must work the overtime.

Section 5. When two (2) or more types of overtime or premium compensation are applicable to the same hours of work, only the higher rate of compensation shall be paid. In no event shall overtime or premium compensation be duplicated or pyramided.

Section 6. An Employee reporting for work who has not been notified not to report for work shall be given four (4) hours work or four (4) hours pay at his/her regular straight time hourly rate. The provisions of this Section shall not apply in the event of strikes, slow-downs, work stoppages, picketing, failure of utilities, or any other interruption of operation beyond the Employer's control.

ARTICLE 12 - HOURS OF WORK continued

Section 7. Employees will be docked for lateness for actual time late.

Section 8. No Employee shall be required to work more than sixteen (16) consecutive hours.

Section 9. In the event that the Employer wishes to change an Employee's permanent starting time, the Employer shall notify the Employee of such change at least three (3) weeks in advance. The Employer agrees to post Employee's schedules at least three (3) weeks in advance. This provision shall not apply to probationary Employees.

Section 10. During a snow emergency in which the City of Philadelphia officially advises against unnecessary travel employees are allowed to use vacation or personal leave and will not be charged with an unexcused absence for calling out from work. Essential personnel as determined by management (following an essential personnel posting to take place before November 1st of each year, except before November 15, 2010) will be required to report during a snow emergency and will receive a one (\$1.00) dollar per hour premium above the otherwise applicable rate of pay for all paid hours during the emergency

ARTICLE 13 - SAFETY AND UNIFORMS

Section 1. The Employer will make all reasonable provisions for the safety and health of its Employees in accordance with the applicable laws. The Union agrees to cooperate with the Employer in assuring conformance to all established safety regulations and procedures. The Employer shall provide a safe and healthy work environment. All equipment will be maintained in a safe and usable condition.

Section 2. UNIFORMS: The Employer shall provide five (5) uniforms for full-time employees and three (3) uniforms for part-time employees initially. These uniforms will be replenished on an annual basis each year between October 1st and November 20th beginning in 2011. Cooks and Dish-room employees shall be provided with one (1) pair of safety shoes per year.

The Employer shall provide covering/gear for use by employees assigned to work indoors in extreme cold temperatures and conditions (i.e. freezers).

Section 3. The Employer shall make available foul weather gear for all Employees required to work outdoors.

ARTICLE 14 - UNPAID LEAVES OF ABSENCE

Section 1. An Employee who is absent due to verifiable illness, injury or other disability, which prevents the Employee from performing his/her work will be granted a medical leave of absence for a period of up to six (6) months. The Employee shall return to his/her original job or a comparable position with seniority if available. The Employer will also comply with the provisions of the Family and Medical Leave Act.

Section 2. **MILITARY LEAVE** Leave of absence for the performance of duty with the United States Armed Forces or with a reserve component thereof, shall be granted in accordance with applicable law.

Section 3. **UNION BUSINESS** A leave of absence for a period not to exceed two (2) years shall be granted to Employees with one (1) or more years of bargaining unit seniority in order to accept a full-time position with the Union, provided that such leaves will not interfere with the operation of the Employer or provided further that not more than one (1) Employee can be on any such leave at any one time.

Section 4. **OTHER LEAVES** For Employees who have one (1) year or more of service other leaves of absence without pay or benefits for other reasons will not be unreasonably denied by the Employer. Such leaves of absence will be granted for a period of up to three (3) months. Such leaves of absence will not be granted if they would interfere with the operations of the Employer.

Section 5. **TRAINING AND UPGRADING LEAVE OF ABSENCE:** An Employee who has been accepted for training under the Philadelphia and Vicinity Health Care District 1199C Training and Upgrading Fund shall be given an unpaid leave for a minimum of one (1) month and a maximum of one (1) year.

The Employer will consider such leave for up to a two (2) year maximum depending upon individual circumstances, the number of leaves in effect at the time of the request, the needs of service and whether or not the employee has been accepted into a two (2) year program.

Section 6. **LEAVE OF ABSENCE** The Employee's request for a leave of absence shall not be denied unreasonably. Such leave of absence shall not be granted if it would interfere with the operations of the Employer.

ARTICLE 14 - UNPAID LEAVES OF ABSENCE continued

Employees taking unpaid leave shall be entitled to return to their original or comparable positions, as provided in Section 1, provided the Employee commits that he/she will definitely return to work at the time the leave of absence is requested and provides the Employer with the approximate date he/she will return to work.

Section 7. **EMPLOYMENT DURING LEAVE OF ABSENCE:** An Employee on leave of absence who, without the specific written consent of the Human Resource Manager, engages in paid employment of any kind during the period of absence, shall be terminated as having abandoned his/her position. Date of termination will be the last day worked.

Section 8. **FREQUENCY OF UNPAID LEAVE OF ABSENCE.** An Employee will not be eligible for an additional unpaid leave of absence until one year has elapsed since he/she returned from an unpaid leave of absence, unless it is essential for the health of the Employee.

ARTICLE 15 - UNION ACTIVITY VISITATION AND BULLETIN BOARDS

Section 1. No Employee shall engage in any Union activity, including the distribution of literature, which could interfere with the performance of work during his/her working time or in patient areas of the Hospital at any time.

Section 2. Upon receiving permission (which shall not be unreasonably withheld) from the Employer's Human Resource Manager, a representative of the Union shall be admitted to a designated area for the purpose of conducting legitimate Union business in accordance with the provisions of this Agreement with the Employer or authorized Union representatives. Such visit shall not interfere with the operation of the Employer or Hospital.

Section 3. The Employer shall provide one bulletin board at each Department time clock location, which shall be used for the purpose of posting proper official Union notices. The Union will be permitted to use the "locking" Bulletin Board in the Environmental Service Department.

Section 4. At the beginning of each contract year, the Union will provide the Employer with a list of current delegates. The Union will timely notify the Employer of any delegate changes.

ARTICLE 15 - UNION ACTIVITY VISITATION AND BULLETIN BOARDS continued

Section 4 - continued

The Employer will recognize Union delegates as follows: (Food Service [4] and Environmental Services [4].) The work schedules of Employees elected as Union Delegates shall be adjusted to permit attendance regular delegate assembly meetings held in the evening provided that the Employer's operations shall not be impaired and provided further that said delegate gives his/her supervisor fifteen (15) days advance notice of the meeting.

Section 5. In the absence of the Department Delegate, a Union Delegate who finds it necessary to handle proper Union business in another department must first have prior permission of his/her department head and the department head in whose area he/she will be entering.

Section 6. Each delegate will be eligible to schedule four (4) days off each year for Union business and can use vacation or personal holiday pay for these days. The delegate will notify his/her supervisor one (1) week in advance.

ARTICLE 16 - EFFECT OF LEGISLATION - SEPARABILITY

It is understood and agreed that all Agreements herein are subject to all applicable laws now or hereafter in effect; and to the lawful regulations, rulings and orders of regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is in contravention of the laws or regulations of the United States or of the State of Pennsylvania, such provision shall be superseded by the appropriate provision of such law or regulation, so long as same is in force and effect; but all other provisions of the Agreement shall continue in full force and effect.

ARTICLE 17 - PAST PRACTICE

Section 1. This Agreement represents the sole and complete Agreement between the parties and supersedes all Agreements, understandings and practices in effect prior to the date of this Agreement, whether the same were based on implication, written or oral Agreements or other factors.

ARTICLE 18 - SHIFT DIFFERENTIALS

All Employees hired after 8/1/00 regularly working on shifts where the starting time is between 3:00 pm and 3:00 am will receive a shift differential of ninety cents (90¢) per hour, which shall be included in holiday, vacation pay and bereavement pay and will not be included in any other benefit or paid time off. Employees who were receiving a higher shift differential as of 8/1/00 will be red-circled at such rate.

ARTICLE 19 - HOLIDAYS

Section 1. With respect to regular full-time Employees, the Employer will recognize eight (8) stated holidays (New Year's Day, Martin Luther King's Birthday, Norman Rayford Day [August 28th], Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day) and in addition, three (3) personal holidays. Part-time Employees (working 20 hours or more per week) will be entitled to the stated holidays on a pro-rata basis and will be entitled to the three (3) personal holidays. Employees hired prior to 8/1/00 will be permitted to carry over a maximum of two (2) unused personal holidays for a total of five (5) personal holidays in any one (1) year.

Section 2. For new Employees working less than twelve (12) months, the three (3) personal holidays will be pro-rated as follows:

<u>IF HIRED BETWEEN</u>	<u>NUMBER OF PERSONAL HOLIDAYS TILL END OF YEAR</u>
January through April	3
May through August	3
September through December	0

Section 3. Subject to the following provisions of this Article, a full-time Employee shall receive their regular scheduled daily hours at their regular straight time hourly rate for each holiday not worked including shift differentials but excluding all other premiums.

Section 4. Employees shall not be entitled to any paid holidays until they have completed their probationary period.

Section 5. In order to be eligible for holiday pay an Employee must have worked his/her scheduled hours on the workday immediately preceding and immediately following each holiday. However, a prescheduled personal holiday or a prescheduled vacation day will be deemed a day worked for purposes of this section.

Section 6. Recognizing that the Employer works every day of the year and that it is not possible for all Employees to be off the same day, the Employer shall have the right, at its sole discretion, to require any Employee to work on any of the holidays herein specified. The Employer shall, however, take seniority into account on a rotating basis in determining which Employee shall not be required to work on a holiday. If an Employee is scheduled to work on a holiday but fails to report for and perform such work, the Employee shall not receive any holiday pay under Section 3 hereof or a compensatory

ARTICLE 19 - HOLIDAYS continued

day off. The provision of this section shall be waived by the Employer in case of an Employee who is prevented from reporting to work because (a) illness or injury provided that the Employer may required evidence of such illness or injury; and (b) of a death in the immediate family as defined in Article 22, Section 1 hereof.

Section 7. Subject to the provision of Section 8 hereof, Employees required to work on a personal holiday shall be paid at their regular straight time hourly rate plus shift differential, if applicable, and in addition, shall be scheduled one day off with pay of the Employee's preference, provided it does not conflict with the department's staffing needs, but such Employees shall not be entitled to any pay under Section 3 hereof. The prescheduled compensatory day off must be scheduled within thirty (30) days of the holiday.

Section 8. Employees required to work on the stated holidays listed in Section 1 of this Article shall be paid at time and one-half (1-1/2) their regular rate plus shift differential, if applicable and, in addition, shall be scheduled one day off with pay of the Employee's preference, provided it does not conflict with the department's staffing needs, but such Employees shall not be entitled to any pay under Section 3 hereof. The prescheduled compensatory day off must be scheduled within thirty (30) days of the holiday.

Section 9. Personal holidays must be requested one (1) week in advance of posting the schedule and approved by the department head or supervisor. Personal holidays must be taken in the year earned. Personal holidays may be taken on an emergency basis in the event of an emergency, provided that the Employer may require reasonable evidence of the existence of the emergency in order for the personal holiday to be given. When an Employee uses this benefit, it shall not be counted toward the absenteeism policy.

Section 10. Stated holidays which fall on a Saturday will be observed on the preceding Friday and stated holidays which fall on Sunday will be observed on the Monday following.

Section 11. If a stated holiday falls during the Employee's vacation, at the option of the Employer, the vacation shall be extended by one day or the Employee shall receive an extra day's pay at his/her regular straight time hourly rate. In making the determination, the Employer will take into consideration the Employee's express preference.

ARTICLE 20 - VACATIONS

Section 1. All regular full-time Employees on the active payroll of the Employer shall be entitled to vacation with pay at their regularly scheduled weekly hours as follows:

- (a) An Employee who completes one (1) year or more of continuous service shall receive two (2) weeks vacation with pay.
- (b) An Employee who completes eight (8) full years or more of continuous service shall receive three (3) weeks vacation with pay. Employees who were receiving three (3) weeks of vacation after five (5) years of service as of 8/1/00 will be red-circled with three (3) weeks.
- (c) An Employee who completes twelve (12) full years or more of continuous service shall receive four (4) weeks vacation with pay.

Section 2. Vacation pay shall be paid at the Employee's regular straight time hourly rate including shift differential, but excluding all other premiums.

Section 3. When scheduling vacation, the Employer to the fullest extent practicable, shall give consideration to the seniority of an Employee in the designation of the time for his/her vacation.

Section 4

- (a) Vacation shall be earned on an anniversary basis.
- (b) Vacation earned must be taken no later than the close of the anniversary year following the anniversary year during which it was earned. An Employee who does not take all of his/her earned vacation during his/her vacation year may carry over into the following vacation year a maximum of one-half (1/2) of his/her earned vacation days. These carried-over days must be taken in the vacation year immediately following the year they were earned or the days shall be forfeited and the Employees shall not receive pay in lieu thereof.
- (c) Employees will not be compensated for vacation time not taken.
- (d) No part of an Employee's scheduled vacation may be charged to sick leave.

Section 5. An Employee shall be paid his/her vacation pay before starting his/her vacation provided that the request for payment is submitted two (2) weeks in advance of the scheduled vacation.

ARTICLE 20 - VACATIONS continued

Section 6. Employees who fail to work the full twelve (12) months before their anniversary year shall receive a pro-rated vacation. In computing the length of a vacation to which an Employee is entitled, paid leaves will be counted but unpaid leaves exceeding thirty (30) days will not be counted.

Section 7. Employees who are discharged for cause shall be entitled to pro-rata vacation pay; Employees who quit without proper notice shall not be entitled to any vacation pay unless it was impossible to give proper notice.

Section 8. Regularly scheduled part-time Employees (working 20 hours a week or more) will receive a pro-rated vacation.

ARTICLE 21 - SICK LEAVE

Section 1. Regular full-time Employees who have completed their probationary period shall be entitled to paid sick leave earned at the rate of one day for each month of continuous active employment, retroactive to their starting date following their most recent date of hire, up to a maximum of twelve (12) days per year, provided however, that no Employee may accrue or accumulate more than seventy-five (75) days of sick leave. Employees hired prior to 8/1/00 will be permitted to accumulate sick leave up to 120 days.

Section 2. Pay for any day of sick leave shall be at the Employee's regular straight time hourly rate.

Section 3. To be eligible for benefits under this Article, an Employee who is absent due to illness or injury must notify his/her supervisor at least (1st shift one (1) hour, 2nd shift three (3) hours, 3rd shift four (4) hours) before the start of his/her regularly scheduled work day unless proper excuse is presented for the Employee's inability to call. The Employer may require proof of illness hereunder.

Section 4. Employee's who have been on sick leave may be required to be examined by the Employer's health service physicians before being permitted to return to duty.

Section 5. Unused accrued sick leave will not be paid at termination of employment for any reason whatsoever.

Section 6. No sick leave will be accrued in cases of layoff or unpaid leaves of absences.

ARTICLE 21 - SICK LEAVE continued

Section 7. Employees who are absent due to illness or accident covered by Workmen's Compensation, may use regular accrued sick benefits, any earned vacation benefits and any or all personal holidays to cover an absence not paid by Workmen's Compensation.

ARTICLE 22 - PAID LEAVES

Section 1. In the event of a death in the immediate family of a regular full-time or part-time (twenty (20) hours or more per week) Employee, who has completed his/her probationary period, such Employee, upon request, shall be granted a maximum of three (3) days off with pay and shall receive pay at his/her regular straight time hourly rate including shift differential provided that the absences occur on the Employee's regularly scheduled work days. Employees shall be entitled to one (1) day off under this paragraph in the event of death of mother-in-law or father-in-law, grandparent and grandchild. An Employee may elect to take one earned vacation day or one earned optional holiday at the time of a funeral leave as provided herein. Immediate family means spouse, child, parent, sister, and brother, stepchildren, stepparents and domestic partner so long as the domestic partnership status complies with the requirement set forth in City of Philadelphia Executive Order No. 2-96. Proof of death and verification of relationship may be required. Employees who were receiving five (5) days for immediate family as of 8/1/00 will be red-circled with five (5) days.

Section 2. All regular full-time and part-time (working twenty (20) hours or more per week) Employees who have completed their probationary period and who are called, not volunteered, to serve as jurors shall receive their regular pay, less their pay as jurors, for each work day, up to a maximum of twenty-six (26) weeks, while on jury duty but which shall not include "on-call" jury time when an Employee is able to be at work. The receipt of a subpoena or a notice to report for jury duty must be reported immediately to the Human Resources Department of the Employer and the Employer may request that an Employee be excused or exempted from such jury duty if, in the opinion of the Employer, the Employee's services are essential at the time of the proposed jury service. Regular pay as used herein means the Employee's basic daily rate exclusive of shift differential, overtime and any other premiums but includes pay for any stated holiday under Article 19.

Section 3. All regular full-time and part-time (working twenty (20) hours or more per week) Employees who have completed their probationary period and who are members of a reserve component in the United States Armed Forces and as such are required to attend a two (2) week military training period shall receive their regular pay, less their pay from the military for such duty, for a period not to exceed ten (10) working days per

ARTICLE 22 - PAID LEAVES continued

year. Regular pay used herein means the Employee's basic daily rate exclusive of shift differentials overtime and any other premiums.

ARTICLE 23 - HEALTH AND WELFARE

Section 1. The Employer will provide medical, drug, life, dental and vision benefits under the Crothall Group Plans in accordance with the plans' summary descriptions for full-time (forty [40] or more hours per week) and regular part-time (twenty [20] to thirty-four [34] hours per week). Coverage becomes effective the 1st day of the month following completion of the Probationary Period.

Section 2. Employees will pay the following amounts bi-weekly through a payroll deduction through 12/31/11.

	Full-Time		Part-Time	
	Ultimate	Performance	Ultimate	Performance
Single	\$32.00	\$21.00	\$62.00	\$50.00
EE + Children	\$64.00	\$44.00	\$157.00	\$137.00
EE + Spouse	\$64.00	\$46.00	\$157.00	\$141.00
Family	\$98.00	\$65.00	\$245.00	\$211.00

The Employer will pick up the first ten percent (10%) of any medical insurance premium increases in each year of the Agreement beginning 01/01/12 and 01/01/13. Employees who elect coverage will pay any amounts over the ten percent (10%) in addition to their then current co-pays. In the event that the medical insurance premiums increase by more than fifteen percent (15%) in any one year, or if the maximum biweekly deduction exceeds sixty (\$60.00) dollars the parties shall meet for the sole and exclusive purpose of changing insurance carriers or incorporating cost containment items. The Company shall notify the Union in this event as the Company becomes aware of the premium increase.

The Employer is committed to insuring the insurance provider timely pays claims and adequately addresses issues regarding coverage and claims brought to its attention by members of the bargaining unit.

ARTICLE 23 - HEALTH AND WELFARE continued

Section 3. Employees not actively at work i.e. (on layoff, leave of absence, medical leave of absence exceeding three (3) months) will be required to pay the entire monthly premium in order to continue coverage.

Section 4. **Life Insurance:** The Employer will provide at no cost to full-time employees (thirty-five [35] or more hours per week) and regular part-time (twenty [20] to thirty-four [34] hours per week) who have completed the probationary period life insurance of thirty thousands dollars (\$30,000).

Section 5. Short-term weekly disability benefits are available to Employees at their cost. Long-term disability benefits will be provided to Employees at no cost to the Employees.

ARTICLE 24 - TRAINING FUND

Section 1. The Employer shall contribute monthly to the Trustees of the Philadelphia Hospital and Health Care District 1199C Training and Upgrading Fund a sum of money equal to one and one-half (1-1/2%) percent of the gross payroll for all Employees covered by this Agreement who have satisfactorily completed their probationary period.

Section 2. Contributions so received by the Trustees shall be used to study hospital manpower needs, including shortages in entry-level jobs, upgraded positions and credential jobs; to develop career ladders, and to subsidize Employees in training and, when necessary, the costs of training in areas of manpower shortages. Such program shall be administered under an Agreement and Declaration of Trust. The Trustees of such Training and Upgrading Fund, in addition to the monies received from hospitals, shall attempt to secure such additional funds as may be available from public or other private sources. In addition, the Trustees shall seek community cooperation in such programs.

Section 3. Trustees of the Training and Upgrading Program shall be composed of an equal number of representatives designated by the Union and by the Hospital. Such Trust Agreement shall provide for bloc voting and for the resolution of any dispute or deadlock between or among the Trustees by arbitration, as provided elsewhere in this Agreement.

Section 4. The Employer agrees to make available to the Fund such records of Employees as classifications, names, social security numbers, and accounts of payroll

ARTICLE 24 - TRAINING FUND continued

and/or wages paid which the Fund may require in connection with the sound and efficient administration of the Fund or that may be so required in order to determine the eligibility of Employees for Fund benefits, and to permit an Accountant for the Fund to audit such records.

ARTICLE 25 - LEGAL FUND

Section 1. The Employer shall contribute monthly to the Trustees of the District 1199C National Union of Hospital and health Care Employees Group Legal Services Fund (hereinafter referred to as "Group Legal Services Fund") a sum of seven and one-half cents (\$0.075) per hour per Employee for all hours paid for all Employees covered by this Agreement who have satisfactorily completed their probationary period. This will increase to ten cents (10¢) per hour effective 1/1/06.

Section 2. Such payments by the Employer shall be made monthly based on the previous month's payroll. Contributions so received by the Trustees shall be used to provide Employees with legal services and related benefits, as the Trustees of said Fund may from time to time determine.

Section 3. The Trustees of the Group Legal Services Fund shall be composed of an equal number of representatives designated by the Union and by the hospitals, which contribute to the Fund. The Trust Agreement shall provide for bloc voting and for the resolution of any dispute or deadlock between or among the Trustees by arbitration, as provided in the said Trust Agreement.

Section 4. Together with the periodic payments herein provided, the Employer shall submit regular monthly reports in such form as may be necessary for the sound and efficient administration of the Fund.

Section 5. The Employer agrees to make available to the Fund such records of Employees as classifications, names, social security numbers, and accounts of payroll and/or wages paid, which the Fund may require in connection with the sound and efficient operation of the Fund or that may be so required in order to determine the eligibility of Employees for Fund benefits, and to permit and Accountant for the Fund to audit such records.

ARTICLE 26 - PENSION FUND

Section 1. The Employer shall contribute monthly to the Pension Fund for Nursing Home and Health Care Employees – Philadelphia and vicinity (hereinafter called the “Fund”) a sum equal to four percent (4%) of the gross payroll of the Employees covered by this Agreement who have satisfactorily completed their probationary period.

Section 2. Such payments by the Employer shall be made monthly based upon the previous month’s payroll.

Section 3. The Fund shall be administered under the terms and provisions of the Agreement and Declaration of Trust and any amendments thereof which provide for equal representation by the Union and the Employer contributing to said Fund and that any dispute whatsoever that may arise or deadlock that may develop between such Trustees shall be submitted in arbitration before an arbitrator or umpire, except as may be otherwise provide for in said Agreement and Declaration of Trust, and his/her decision shall be final and binding.

Section 4. An independent audit of the Pension Fund for Nursing Home and Health Care Employees Philadelphia and Vicinity shall be made annually and a statement of the results thereof shall be furnished to the Employer.

Together with the periodic payments herein provided, the Employer shall submit regular monthly reports in such form as may be necessary for the sound and efficient administration of the Fund.

Section 5. Such Fund at all times shall take whatever action is necessary to secure and retain approval of the U.S. Internal Revenue Service as a qualified pension fund.

Section 6. Employees may participate in the Company’s 401k Plan according to the terms of the Plan.

Section 7. The Employer agrees to make available to the PENSION FUND FOR NURSING HOME AND HEALTH CARE EMPLOYEES – Philadelphia and vicinity any such records of Employees as names, classifications, dates of hire, hours of work, social security numbers, accounts of payroll and/or wages paid, and dates of termination or leave which the Fund may require in connection with the sound and efficient operation of their Funds or that may be so required by ERISA in order to determine the eligibility of Employees for Fund benefits, and to permit an accountant for the Fund to audit such records.

ARTICLE 27 - WAGES

Section 1 Wage rates for specified job classifications will increase for employees who have completed their probationary period by:

10/1/10 2% 10/1/11 3% 10/1/12 3%

	October 1, 2010		October 1, 2011		October 1, 2012	
	Hire	90 days	Hire	90 days	Hire	90 days
Food Service Associate II	\$12.68	\$13.40	\$13.06	\$13.80	\$13.80	\$14.21
Food Service Associate I	\$12.68	\$13.40	\$13.06	\$13.80	\$13.80	\$14.21
Environmental Service Associate II	\$12.68	\$13.40	\$13.06	\$13.80	\$13.80	\$14.21
Environmental Service Associate I	\$13.29	\$14.69	\$13.69	\$15.13	\$14.10	\$15.58
Environmental Service Lead Worker	\$13.50	\$13.91	\$13.91	\$14.33	\$14.33	\$14.76
Cook III	\$13.01	\$14.01	\$13.40	\$14.43	\$13.80	\$14.86
Cook II	\$13.60	\$15.32	\$14.01	\$15.78	\$14.43	\$16.25
Cook I	\$17.41	\$19.24	\$17.93	\$19.82	\$18.47	\$20.41
Call Center Associate	\$12.96	\$13.90	\$13.35	\$14.31	\$13.75	\$14.74

The hourly rate for an incumbent Call Center Associate currently earning \$14.01 will be increased to \$14.51 in lieu of the 2% increased otherwise scheduled for October 1, 2010.

Members of the 1199C bargaining committee will be entitled regular wage compensation for three (3) lost work days spent in negotiations.

Section 3. After ratification in 2005, full-time employees will receive a lump sum gross payment of \$200.00 and part-time employees will receive a lump sum gross payment of \$150.00 in a separate check November 4, 2005, if:

- a. The employee was working for the prior subcontractor at HUP and
- b. The employee was retained in some capacity by Compass Group; and
- c. The employee was on the payroll upon ratification

ARTICLE 28 - LABOR MANAGEMENT COMMITTEE

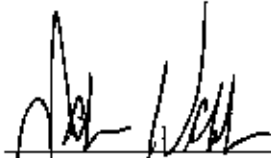
Section 1. A Labor Management Committee will be established to discuss problems of mutual concern including vacation and personal day scheduling and scheduling of part-time Employees.

ARTICLE 29 - DURATION

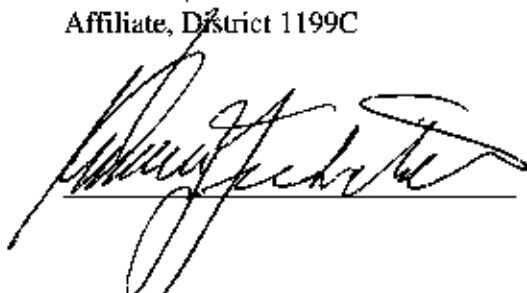
Section 1. This Agreement shall go into effect October 1, 2010 and shall continue in full force and effect until midnight, September 30, 2013, and thereafter from year to year unless either party gives written notice to the other sixty (60) days prior to the expiration date or any succeeding yearly expiration date of a desire to negotiate with respect to the terms and conditions of this Agreement.

Morrison Healthcare and Crothall
A Division of Compass Group NAD

National Union of Hospital and
Health Care Employees, AFSCME,
AFL-CIO, and Its
Affiliate, District 1199C



John Walsh
Regional Labor Relations Manager



4-30-2012

April 13, 2012
Date

SIDE LETTER

The Employer agrees to continue the practice of paying for the parking on a quarterly basis, and then deducting the amount each pay period from the employees paychecks for the following red-circled employees only. No other employees shall be added to this list.

Mildred Pinkney-Rogers

Eunice Weaver

Jose Pawang

Spencer Long

George Young

Beverly Brown

Monique Hall.

SIDE LETTER

John Waddell and Larry Carroll will not be scheduled on weekends in accordance with past practice because of their ministry duties.

EXHIBIT "A"
DUES CHECKOFF

Hospital	Social Security No.	Init. Fee	Job Cat.	Dues Amt.	Starting Date

DO NOT WRITE IN ABOVE SPACE—FOR OFFICE USE ONLY
National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO
1319 Locust Street, Philadelphia, PA 19107
APPLICATION FOR MEMBERSHIP

Please print
Name _____ Due _____
Address _____ Apt. _____
City/State _____ Zip _____
Employed at _____ Dept./Job Title _____
Salary _____ Hrs. per week _____ Date Hired _____
Work Phone _____ Home Phone _____

I hereby accept membership in the National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO, and designate said union to act for me as collective bargaining agent in all matters pertaining to conditions of employment. I hereby pledge to abide by the Constitution and Bylaws of the National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO.

Signed _____ Soc. Sec. No. _____

CHECK-OFF AUTHORIZATION

Date _____ 19__

To: _____ (the Employer)

You are directed to deduct from my wages earned or to be earned by me as your employee, such amount as may be established by the National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO and become due to it, as my membership dues and/or obligation. I authorize you to deduct such amount from one or more of my weekly paychecks each month as required and to remit the same to the Secretary-Treasurer of said UNION.

This assignment, authorization, and direction shall become effective upon delivery, subject to the check-off provisions of the current Agreement between the above-named EMPLOYER and the UNION, is voluntary and is not conditioned on my present or future membership in the Union.

This assignment, authorization and direction shall be irrevocable for the period of one (1) year, or until the termination of said collective agreement between the EMPLOYER and the UNION, whichever occurs sooner, and I agree and direct that this assignment, authorization and direction shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable collective agreement between the EMPLOYER and the UNION, which shall be shorter, unless written notice is given by me to the EMPLOYER and the National Union Finance Department at 1319 Locust Street, Philadelphia, PA 19107 not more than fifteen (15) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective agreement between the EMPLOYER and the UNION, which occurs sooner.

This authorization is made pursuant to the provisions of applicable law including section 3020 of the Labor Management Relations Act of 1947.

Print Name _____ Soc. Sec. No. _____

EXHIBIT "B"
CONSCIENTIOUS OBJECTOR

DATE: _____ **TO:** _____

You are hereby authorized and directed to deduct a sum equal to the initiation fee required by District 1199C, National Union of Hospital and Health Care Employees as a condition of membership and in addition thereto, deduct each month a sum equal to the monthly membership dues required by said Union, and to remit all such deductions so made to the following charity:

This contribution will be deducted from my pay and remitted to the charity no later than the tenth (10th) day of each month immediately following the date of deduction or following the date provided in the Collective Bargaining Agreement for such deduction. This authorization will be irrevocable for a period of one (1) year or until the termination date of the Collective Bargaining Agreement, whichever is sooner, and will, however, renew itself from year to year unless the Employee gives written notice addressed to the Employer at the following address:

at least fifteen (15) days prior to any termination date of the revocation of this authorization. At the same time, notice must be given to the Union at the address of 1319 Locust Street, Philadelphia, Pennsylvania 19107, of such termination, at least fifteen (15) days prior to any termination date of the revocation of this authorization.

In addition to the foregoing, the undersigned hereby authorizes the Employer to deduct in twelve (12) equal monthly installments, the sum assessed by the Union against the undersigned, for fees incurred in connection with representation by the Union at all stages of the grievance procedure, including the reasonable customary fees of the Arbitration, arbitration fees, and the fees of the Union's attorney, as well as such other costs which the Union will assess in connection with that procedure.

Social Security Number _____
Clock Number _____
Department _____
Signature _____
Address _____

EXHIBIT "C"
POLITICAL ACTION

Political Action - Protection for your future

District 1199C Political Action Fund Pledge

Please print

Name _____

Address _____ Phone _____

City _____ State _____ Zip Code _____

Employed at _____

Department _____ Job Title _____

Amount of Pledge _____ per year Social Security No. _____

Signature _____ Date _____

Register and Vote!

District 1199C Political Action Fund

Check-Off Authorization

Date _____

To: _____
(Name of Employer)

You are hereby authorized to deduct from my wages or salary the sum of \$ _____ per month, and to forward such amount to the District 1199C Political Action Fund. This is a voluntary authorization made with the specific understanding that this contribution to the District 1199C Political Action Fund is not conditional of membership in the Union or employment with the Employer. I authorize the District 1199C Political Action Fund to use this money to make political contributions and for expenditures in accordance with federal, state and local election laws and regulations. I reserve the right to cancel this instrument at any time, in writing.

Soc. Sec. No. _____ Signature _____

Dept. _____ Home Address _____