

COLLECTIVE BARGAINING AGREEMENT

by and between

**ARAMARK FACILITY SERVICES LLC
AT TEMPLE UNIVERSITY**

and

**NATIONAL UNION OF HOSPITAL AND
HEALTH CARE EMPLOYEES, AFSCME, AFL-CIO
AND ITS AFFILIATE DISTRICT 1199C**

July 1, 2013 to June 30, 2018

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This agreement made this 1st day of July 2013, by and between Aramark Facility Services LLC at Temple University Hospital, (hereinafter referred to as "Employer") and the National Union of Hospital and Health Care Employees Union, AFSCME, AFL-CIO, and its AFFILIATE DISTRICT 1199C (hereinafter referred to as the "Union"), acting on behalf of the Employees of said Employer as hereinafter defined now employed and hereinafter to be employed and collectively designated as the Employees.

WITNESSETH:

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

WHEREAS, it is the intent and purpose of the parties hereto that this Agreement promote and improve the mutual interests of the Employer as well as of its Employees and to avoid interruptions and interference with services to buildings 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 I: RECOGNITION

Section 1.

- (a) The Employer recognizes the Union as the sole and exclusive collective bargaining representative of all Employees of the Employer employed at the Health Science Building, Temple University, 3400 North Broad Street, Philadelphia, PA, excluding managerial, professional, technical, confidential and guards and supervisors as defined in the National Labor Relations Act. This Agreement shall be binding on the Employer, its successors and assigns.
- (b) The bargaining unit shall consist of all full-time and all regular part-time Employees who regularly work eight (8) or more hours per week in any of the Health Science Buildings.
- (c) This Agreement shall not apply to a temporary Employee. A temporary Employee is defined as one who is hired for a period of up to three (3) months or for the length of absence of an Employee being replaced (whichever is greater), and is so informed at the time of hire. However, such Employees shall become a member of the aforesaid bargaining unit after the expiration of the initial temporary period. Temporary Employees will not be employed so as to circumvent the Union security provisions of Article II.
- (d) No supervisor in any of the Health Science Buildings shall do work normally performed by Employees except for the purpose of instruction, supervisions, experimentation, emergencies, inspection and testing of new equipment or methods or to provide temporary relief required by Employees for personal

reasons or when a reasonable effort to secure of recall a qualified Employee has failed.

Section 2.

Regular part-time Employees who work eight (8) or more hours per week shall receive pro-rata benefits.

Section 3.

Call-in Employees after working ninety (90) days, shall be considered regular Employees and eligible for benefits on a pro rata basis, based on hours actually worked.

ARTICLE II: 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.

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 within sixty (60) 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 purpose of this Article, an Employee shall be considered a member of the Union in good standing if he tenders his 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 discharge, be discharged if, during such period, the required dues and initiation fee have not be 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.

A member of the Union who does not sign a written authorization for dues deduction may adhere to the same payment directly to the Union.

ARTICLE III: CHECK-OFF

Section 1.

Upon receipt of written authorization from an Employee in the form annexed hereto as Exhibit A, the Employer shall, pursuant to such authorization, deduct from the wages due said Employee each month, starting not earlier than the first (1st) pay period following the completion of the Employee's first sixty (60) calendar days of employment, and remit to the Union regular monthly dues and initiation fees 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 the Union amends the initiation fee and/or dues schedule, the Employer agrees to make the revised deduction from the Employees pay upon thirty (30) days written notice from the Union.

Section 2.

Upon written notice from the Union, the Employer agrees to remit said dues and initiation fees to the Philadelphia Office of the Union, as designated in said notice.

Section 3.

Employees who do not sign written authorizations for deductions must adhere to the same payment procedure by making payments directly to the Union.

Section 4.

Any 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, and who demonstrates such membership and adherence to the Union and Employer, shall not be required to join and remain a member of the Union as a condition of employment.

Section 5.

Such Employees shall be required, as a condition of continued employment, to remit to either the Lupus Foundation, the Sickle Cell Anemia Foundation or the American Cancer Society, recognized and valid charities under Section 501c (3) or 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 checked off by the Employer for the Employee's pay at the same time and in the same amount as initiation fees and dues are and remitted by Employer to the charity designated by the Employee from the list above. Such designation shall be made in the form of a written authorization in the form annexed hereto as Exhibit "B."

Section 6.

If any such Employee who holds conscientious objections requests the Union to utilize the grievance/arbitration procedure, as provided for in this Agreement, on the Employee's

behalf, the Union is authorized to charge the Employee the reasonable cost of using such procedure.

- (a) Such costs shall include, but not be limited to, the expense of Union representation at all stages of the grievance procedure, the reasonable and customary fees of the arbitrator and arbitration fees and the fees of the Union's attorney.
 - (1) The Employee shall not have the right, authority or ability to designate, engage or otherwise hire his own attorney to prosecute his grievance if arbitration is determined to be appropriate by the Union. Only the Union shall have the authority to determine whether a grievance on behalf of such Employee shall be taken to arbitration.
- (b) If fees are due and owing to the Union under this provision, such fees, if not paid when billed, shall be deducted from the Employees' pay in accordance with the Exhibit "B," attached hereto, and remitted to the Union on a monthly basis and shall be completely paid in a period of twelve (12) months from the month of billing.
- (c) Any disputes arising between the Union and the Employee concerning the reasonableness of the costs assessed by the Union shall not be subject to the grievance and arbitration procedure of this Agreement.

Section 7.

The Employer shall be relieved from making such "check-off" deductions upon:

- (a) termination of employment; or
- (b) transfer to a job other than one covered by the bargaining agreement; or
- (c) lay-off from work; or
- (c) agreed leave of absence; or
- (e) revocation of the check-off authorization in accordance with its terms or with applicable law.

Notwithstanding the foregoing, upon the return of an Employee to work from any of the foregoing enumerated absences, the Employer will immediately resume the obligation of making said deductions except that deductions for terminated Employees shall be governed by Sections 1, 4 and 5 hereof. These provisions, however, shall not relieve any Employee of the obligations to make the required dues and initiation payment pursuant to the Union constitution in order to remain in good standing, except as provided in Section 4 and 5.

Section 8.

The Employer shall not be obliged to make dues deductions or charitable deductions of any kind from any Employee, who, during any dues month involved, shall have failed to have received sufficient wages to equal the dues or charitable deductions.

Section 9.

Each month, the Employer shall remit to the Union all deductions for dues and initiation fees or deductions for the grievance and arbitration procedure in accordance with Section 6 hereof, made from the wages of Employees for the preceding month, and forward said payment to the Union on or before the fifteenth (15th) day of each month, together with a list of all Employees from whom dues and/or initiation fees and/or grievance and arbitration fees have been deducted and their social security numbers. In addition, each month the Employer shall forward to the Union a list of all Employees from whom charitable contributions have been deducted in accordance with the provisions of Section 6 hereof together with the amount deducted for each Employee.

Section 10.

The Employer agrees to furnish the Union each month with the names of newly hired Employees, their addresses, social security numbers, classifications of work, their dates of hire, and names of terminated Employees, together with their dates of termination, and names of Employees on leave of absence.

Section 11.

Upon receipt of a written authorization from an Employee in the form annexed hereto as Exhibit "C," the Employer shall, pursuant to such authorization, deduct from the wages due said Employee each pay period, starting no earlier than the first (1st) period following the completion of the Employee's first sixty (60) calendar days of employment, the sum specified in said authorization and remit same to the District 1199 Credit Union to the credit or account of said Employee. It is understood that such check-off and remittance shall be made by the Employer wherever feasible.

Section 12.

The Employer agrees to make a payroll deduction once each calendar month from an Employee's pay for the District 1199C Political Action Fund upon the 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 as Exhibit "D." This deduction shall be made only once a month for those Employees in the bargaining unit authorizing the deduction. The Employer shall remit this lump sum of all deductions to District 1199C by separate check.

Section 13.

It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the implementation of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any Employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union, or to the charity of the Employee's designated choice as the case may be,

their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union, or the charity as the case may be.

Section 14.

In the event the Union amends the initiation fee and/or dues schedule, the Employer agrees to make the revised deductions from Employees pay upon thirty (30) days written notice from the Union, if the Employees have authorized such deductions.

ARTICLE IV: PROBATIONARY PERIOD

Section 1.

Newly hired Employees shall be considered probationary for a period of ninety (90) days from the date of employment, excluding time lost for any absence.

Section 2.

During the probationary period, the Employer may terminate any probationary Employee at will and said termination shall not be subject to the grievance and arbitration provisions of this Agreement.

Section 3.

During the probationary period, the Employee will not be entitled to any benefits under this Agreement; however, the Employer will establish separate uniform starting rates for each job classification.

ARTICLE V: NO DISCRIMINATION

Section 1.

Neither the Employer nor the Union shall discriminate against any Employee covered by this Agreement with regard to any term or condition of employment on the basis of race color, religion, national origin, sex, age, non-job related handicap or disability, or protected veteran status, or other classification protected by applicable law. The Employer will comply with the Equal Pay Act and the Employee will perform equal work for equal pay. Whenever a masculine pronoun or possessive is used in this Agreement, its feminine counterpart is also intended.

ARTICLE VI: MANAGEMENT RIGHTS

Section 1.

All of the rights, powers, prerogatives, and authorities of management, supervision, and control, of the Employer's business, and all decisions related thereto, are retained by the Employer, except and only to the extent that they are specifically abridged or modified by a written clause of this Agreement.

These rights shall include without limitations the rights to assign, reassign, schedule, and reschedule work, work hours, days, shifts, or weeks; to hire, layoff, recall, promote, demote, and transfer Employees; to introduce new technology equipment or methods; to establish, combine, change, or eliminate job classifications or descriptions; to discipline, demote, or discharge for

just cause; to determine Employee competency and ability, to promulgate, amend, or add to reasonable rules and regulations.

ARTICLE VII: SENIORITY

Section 1.

Employees shall accrue bargaining unit and job classification seniority. Bargaining unit seniority is defined as the length of time an Employee has been continuously employed in any capacity by the Employer. Job classification seniority is defined as the length of time an Employee has worked continuously in a specific job classification.

Section 2.

Seniority shall commence after completion of the probationary period, but shall be retroactive to the last date of hire.

Section 3.

Employees shall accrue seniority for the purposes of recall only, during any layoff or disability leave up to a maximum of up to one (1) year.

Section 4.

Seniority shall be lost when an Employee:

- (a) Voluntary resigns or retires;
- (b) Is discharged for cause;
- (c) Exceeds or abuses the provisions of an authorized leave of absence;
- (d) Is laid off or otherwise absent from work, including by reason of illness, injury or disability, for the lesser of the Employee's length of continuous service of one (1) year;
- (e) Fails to respond within seventy-two (72) hours of the mailing of a recall notice sent by certified mail to the last address furnished to the Employer by the Employee;
- (f) Fails to report off work, or is absent from work without being excused for three (3) consecutive scheduled work days; or
- (g) Fails to return to work at the end of a scheduled vacation period.

Section 5.

Job classification seniority shall apply in the case of layoffs and recall, and scheduling of vacations. Bargaining unit seniority shall only apply in computing and determining eligibility for benefits where length of service is a factor. Promotions shall be made according to the

Employer's good faith estimate of skill, ability and attitudes, except that whenever those items are equal, seniority will be followed.

Section 6.

- (a) In the event of a layoff, temporary Employees shall be laid off first, probationary Employees shall be laid off next, and regular seniority Employees will be laid off next commencing with those with the least job classification seniority, subject to the Employer's determination of the ability of the remaining Employees to perform the available work. In no event shall an Employee be allowed to exercise his bargaining unit seniority to displace an Employee working in another job classification. However, an Employee may use his bargaining unit seniority to bid on vacant positions or displace a probationary Employee in another classification in a job which the Employee has the ability to perform.
- (b) Super seniority of Union delegates – 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. Super seniority rights shall apply only in cases of layoff and recall.

Section 7.

When it becomes necessary to recall Employees from layoff, they shall be called in reverse order of their layoff. When a vacancy occurs in a job classification where no laid off Employees have recall rights, the Employer shall recall the Employee with the most bargaining unit seniority whom the Employer determines has the ability to perform the work available. Probationary or temporary Employees who are laid off have no recall rights. A part-time Employee on layoff shall have recall rights to a full-time position only if he is willing to work the required full-time schedule of hours and accept all conditions relating thereto.

Section 8.

The Employer shall have the right to fill any vacancies and to determine skills and abilities necessary to perform any job. However, where the Employer exclusively determines that skills and abilities are relatively equal, consideration may be given to the Employee with the most bargaining unit seniority. If the Employer determines that a promoted Employee is unable to perform the new job, he shall be returned to his former position without the loss of seniority unless he loses his seniority under other provisions of this Agreement. An Employee shall not be eligible for more than one (1) promotion in any given twelve (12) month period. Promotions of bargaining unit personnel to other bargaining unit positions shall not be unreasonably denied.

Section 9.

Effective June 30, 1989, seniority for the Parkinson Building night shift will be separate from all other buildings, no transferring to other buildings. The Employees now employed will not be covered by this Agreement, but will be given a right to transfer to day work one at a time over six (6) months apart or during the next eighteen (18) months.

ARTICLE VIII: WAGES

Section 1.

(July 1st shall mean the first payroll period in July)

- a. Effective July 1, 2013, there will be a one percent (1%) across the board increase for all eligible employees.
- b. Effective January 1, 2014, there will be a one percent (1%) across the board increase for all eligible employees.
- c. Effective July 1, 2014, there will be a one percent (1%) across the board increase for all eligible employees.
- d. Effective January 1, 2015, there will be a one percent (1%) across the board increase for all eligible employees.
- e. Effective July 1, 2015, there will be a one percent (1%) across the board increase for all eligible employees.
- f. Effective January 1, 2016, there will be a one percent (1%) across the board increase for all eligible employees.
- g. Effective July 1, 2016, there will be a one and one-quarter percent (1.25%) across the board increase for all eligible employees.
- h. Effective January 1, 2017, there will be a one and one-quarter percent (1.25%) across the board increase for all eligible employees.
- i. Effective July 1, 2017, there will be a one and one-half percent (1.5%) across the board increase for all eligible employees.
- j. Effective January 1, 2018, there will be a one and one-half percent (1.5%) across the board increase for all eligible employees.

Section 2.

All Employees shall receive forty cents (40¢) more per hour for time spent stripping floors and twenty-five cents (25¢) more per hour for driving the street sweeper.

Section 3.

Paychecks will be distributed and available no later than 2:00 pm on Thursdays.

ARTICLE IX: HOURS OF WORK

Section 1.

The regular work week for all Employees shall consist of the number of hours per week regularly worked by such Employees, up to a maximum of forty (40) hours per week.

Section 2.

The regular work day for all full-time Employees shall consist of eight (8) hours per day.

Section 3.

The Employer shall fix the starting and termination times of each Employee consistent with the needs of the Employer, but any Employee who reports to work at his scheduled time shall be given the opportunity to work or be paid for at least four (4) hours.

Section 4.

In the event the Employer wishes to change an Employee's starting time, he shall notify the Employee of such change two (2) weeks in advance. This provision shall only apply to non-probationary Employees.

Section 5.

Nothing in this Agreement shall constitute a guarantee of hours of work per day or days of work per week.

Section 6.

Full-time Employees shall receive two (2) fifteen (15) minute rest periods per shift assigned at the sole discretion of the Employer. One (1) of the rest periods shall be attached to lunch break. Part-time Employees shall have one (1) such rest period.

Section 7.

Employees are subject to discipline for tardiness.

ARTICLE X: OVERTIME

Section 1.

Employees shall be paid one and one-half (1½) times the regular rate of pay for all authorized time worked in excess of eight (8) hours per day or forty (40) hours per weekly pay period.

Section 2.

All paid leave shall be considered time worked for purposes of computing overtime.

Section 3.

As far as practical, overtime opportunities shall be distributed equally among Employees within job classifications as long as they have the skill and ability to perform the work. If an Employee has been overlooked by the Employer in the assigning of overtime, said Employee's only remedy shall be a preference for working overtime in the future until he has worked his share of overtime opportunities. All overtime hours that are available shall be posted on a designated bulletin board as soon as possible and offered on a rotating basis according to seniority.

Section 4.

Payment for overtime or premium time will not be pyramided. Where any work performed falls within two (2) or more overtime or premium time provisions, only the highest single rate applicable shall be paid for such work.

ARTICLE XI: SHIFTS AND SHIFT DIFFERENTIAL

Section 1.

A shift differential of fifty cents (50¢) per hour of an Employee's regular straight time rate shall be paid to all Employees assigned to shifts starting at 3:00 pm through 6:00 am.

Section 2.

Whenever an Employee requests a change of shift, approval of such request shall not be unreasonably withheld if a vacancy exists in which he is then working. In the event more than one (1) Employee makes such a request, it shall be granted to the Employee with the most classification seniority qualified to do the work.

Notwithstanding the foregoing, an Employee shall have preference when practical over new Employees in filling vacancies on another shift in the classification in which he is then working so long as the shift change would not affect the standard of service.

ARTICLE XII: HOLIDAYS

Section 1.

Employees who have completed their probationary period shall be entitled to the following twelve (12) paid holidays.

New Year's Day	Thanksgiving Day
Martin Luther King's Birthday	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Norman Rayford Day	Two (2) Personal Days
Labor Day	

Section 2.

Recognizing that the Employer operated every day of the year and that it is not possible for all Employees to be off on 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; however, the Employer agrees to distribute holidays off on an equitable basis.

Section 3.

Pay for holidays not worked shall be the Employee's regular work day schedule at the regular rate of pay.

Section 4.

Employees working on holidays shall receive time and one-half (1½) their regular straight time rate of pay for hours worked. The Employer shall give such Employees another day off with pay within thirty (30) working days prior to or after the holiday or in lieu thereof they shall be paid their regular daily pay as determined by the Employer.

Section 5.

In order to be eligible for holiday pay, an Employee must work the last scheduled working day before and the first scheduled working day after the holiday. An Employee who is scheduled to work on any holiday and fails to report for work shall receive no holiday pay.

Section 6.

If a holiday falls on an Employee's scheduled day off, the Employee shall receive another day off at his regular rate of pay within thirty (30) working days prior to or after the holiday, or in lieu thereof shall be paid an additional day's pay as determined by the Employer.

Section 7.

If a holiday falls during an Employee's vacation, at the option of the Employer, the vacation shall be extended by one (1) day or the Employee shall receive an extra day's regular pay or a day off with regular pay within thirty (30) days of the holiday.

Section 8.

In order to qualify for the personal holidays, an employee must request in writing, the personal holiday at least one (1) week in advance of the holiday. The Employee's request will be honored where it does not affect the efficient operations of the Employer. However, where two (2) or more Employees have requested the same personal holiday, seniority shall prevail in granting the request, subject to the other provisions of this section.

In order to qualify for the personal holidays, an Employee must request in writing the personal holiday at least one (1) week in advance of the holiday. The Employee's request will be honored where it does not affect the efficient operations of the Employer. However, where two (2) or more Employees have requested the same personal holiday, seniority shall prevail in granting the request, subject to the other provisions of this Section. In the event of an emergency, the Employer will waive the notice requirement for use of personal day(s) so long as the Employee provides documentation of the emergency upon request. Employees in this situation must still comply with the current call-in requirements in order to exercise this clause.

ARTICLE XIII: VACATIONS

Section 1.

All Employees shall be entitled to the following vacations with pay:

Years of Service	Paid Vacation
One (1) Year	Two (2) Weeks
Five (5) Years	Three (3) Weeks
Eleven (11) Years	Four (4) Weeks

Section 2.

Vacation schedules shall be established taking into account the wishes of the Employees and the staffing needs of the Employer. Employees shall submit their requests in writing. Where there is a conflict in choice of vacation time among Employees, classification seniority shall prevail. Employees who have earned more than two (2) weeks vacation may take one (1) such

additional week in days during June, July and August, upon reasonable advance request and subject to scheduling needs. Employees shall be notified in five (5) working days as to whether his/her vacation has been approved.

Section 3.

The vacation eligibility date shall be the Employee's anniversary date and the vacation may be taken at any time during the year after the anniversary date.

Section 4.

No part of an Employee's scheduled vacation may be charged to sick leave. Vacations shall be taken each year and may not be accumulated from year to year. Employees will not be compensated for vacation time not taken.

Section 5.

Vacation pay shall be based upon the Employee's regular hourly rate and regular hourly work schedule. An Employee shall be paid his/her vacation pay before starting his/her vacation and with two (2) weeks advance notice of the scheduled vacation.

Section 6.

Absence other than paid leave shall be considered at time worked up to a maximum of six (6) weeks in determining the amount of vacation days. If such absence extends into an Employee's scheduled vacation period, the vacation shall be postponed and another period assigned. If disability due to proven illness, maternity or injury begins after an Employee commences his vacation, the original vacation shall remain in effect.

All unpaid leaves which exceed the aforesaid six (6) weeks period shall not be considered as time worked in computing vacation pay, and vacation pay for such Employees shall be prorated by relating the number of days worked during the vacation eligibility year to two hundred sixty (260) days. Employees shall be notified in five (5) working days as to whether his/her vacation has been approved.

Section 7.

An Employee who has quit or who has been discharged or who has lost his seniority pursuant to the terms of Article VII, and who has not received his vacation from work with pay to which he is entitled under this Article shall receive a vacation allowance, the amount of which is to be calculated in accordance with the last preceding paragraph.

Section 8.

Vacation rights of an Employee shall not be affected by a change of ownership or management in the building or cleaning contractor so long as the Employee remains in the employ of the new owner or successor cleaning contractor. The new owner or successor shall be responsible for the payment of same.

ARTICLE XIV: SICK LEAVE

Section 1.

Sick leave is defined as an absence of an Employee from his regularly scheduled work because of illness or injury which is non-work connected and not compensable under the Pennsylvania Worker's Compensation Law.

Section 2.

Employees, after completing their probationary period, shall be entitled to paid sick leave earned at the rate of one (1) day for each month of employment, retroactive to the date of hire, up to a maximum of twelve (12) days per year. Employees may not accumulate more than one hundred forty (140) days sick leave and unused sick leave will not be paid upon an Employee's termination of employment.

Section 3.

Pay for any day of sick leave shall be at the Employee's regular rate of pay.

Section 4.

To be eligible for benefits under this Article, an Employee who is absent due to illness or injury must notify his supervisor at least one (1) hour before the start of his regularly scheduled work shift, unless proper excuse is presented for the Employee's inability to call. The Employer may require proof of illness hereunder, including a doctor's certificate to receive sick leave for an absence of more than two (2) days.

Section 5.

Employees who have been on sick leave may be required to be examined by a physician selected by the Employer before being permitted to return to duty.

Section 6.

All unused sick days will be paid at the end of each contract year, June 30th. Payment of unused sick days shall be made no later than the fifteenth (15th) day of each July. This provision is not intended to circumvent the payment of all accumulated, but unused sick time at the time of the employee leaving the employment of the Employer for reasons other than being terminated by the Employer.

ARTICLE XV: ON-THE-JOB INJURY OR SICKNESS

Section 1.

An Employee who is injured during the course of his shift, or who becomes ill after he or she has completed half of his or her shift, with such injury or illness requiring medical treatment will be compensated for the time lost while receiving such treatment up to a maximum of the completion of the Employee's shift as long as the injury or illness is reported to the Employer. This provision shall not apply to illness or injury caused by the Employee's own negligence or brought on by the Employee's intemperance. If the Employee is kept in the hospital or sent home pursuant to the orders of the physician, the Employee shall be paid for the balance of his shift at the appropriate hourly rate.

Section 2.

In the event an Employee becomes eligible for benefits under Pennsylvania Workmen's Compensation Law due to sickness or injury occurring on the job, the Employer will abide by Pennsylvania Workmen's Compensation Law. Per this law, the Employee is not paid wages from Workmen's Compensation during the initial seven (7) day waiting period. Should the employee wish to use any accumulated sick or vacation time for any hours that the Employee would have been scheduled to work during this seven (7) day waiting period, the Employer will grant it.

ARTICLE XVI: LEAVES OF ABSENCE

Section 1.

In a case of proven disability (including maternity) or illness, Employees may make a written request for unpaid leave of absence up to twelve (12) months or the length of the Employee's continuous service, whichever is less. Said leaves of absence will be granted wherever they do not adversely affect the efficiency of the Employer's operation. Said leave may be extended by three (3) months upon written request of the Employee.

Section 2.

Employees must notify the Employer as far in advance as is practical if they know ahead of time that they will be requesting a leave of absence.

Section 3.

Employer may require doctor certification in the case of any leave of absence, and any Employee returning from a leave of absence for disability or illness must present a doctor's certificate that the Employee is able to perform all the job duties normally performed in his classification.

Section 4.

A leave of absence of up to two (2) years may 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 such leaves do not interfere with the operation of the Employer.

Section 5.

When an Employee returns to work following a disability leave of absence, he shall be reinstated to his former position or a comparable position with seniority provided he was given two (2) weeks notice of his intention to return. An Employee who returns to work from a voluntary leave of absence will be reinstated to his former position or another position within the same classification with seniority if work is available. A returning Employee shall replace a temporary Employee hired to replace the Employee on leave of absence or a probationary Employee within the same classification.

Section 6.

Leaves of absence without pay for other reasons up to thirty (30) days will not be unreasonable denied by the Employer.

Section 7.

A Union member who has been accepted for training under the Philadelphia Hospital and Health Care District 1199C Training and Upgrading Fund shall be given an unpaid leave up to and including the final day of training. Member shall notify Employer thirty (30) days prior to leave and return from leave.

Section 8.

Military Leave – Leaves of absence for the performance of duty with the United States Armed Forces or with a reserve component shall be granted in accordance with applicable law.

Section 9.

An Employee who returns to work following a leave of absence shall be reinstated to his former position with seniority.

Section 10.

Nothing in this Agreement is intended to conflict with the Family and Medical Leave Act (FMLA), the Americans with Disabilities Act (ADA), the Uniformed Services Employment and Reemployment Rights Act (USERRA), or similar State or local law.

ARTICLE XVII: BEREAVEMENT LEAVE

Section 1.

Employees shall be entitled to a maximum of three (3) days (including the day of burial and the day after burial) funeral leave with pay, for absence necessary to attend the funeral of the Employee's parent, spouse, child, sister or brother, grandchild, or grandparent. An Employee shall be granted one (1) day with pay for attendance at the funeral of the Employee's mother-in-law, father-in-law, brother-in-law or sister-in-law.

Section 2.

Such paid leaves shall be used only for Bereavement Leave and shall not be used for any other purposes. Proof of death may be requested.

ARTICLE XVIII: JURY DUTY

Section 1.

Any non-probationary Employee who is called to jury duty shall be compensated the difference between his jury duty pay and the number of hours in his normally scheduled work day as long as the Employee notifies the Employer in advance of his jury duty assignment and presents a statement issued and signed by the Clerk of Court stating the number of days the Employee serves on jury duty and the amount of compensation paid.

ARTICLE XIX: WELFARE

The Employer and the Union agree to re-open this Agreement before June 30, 2014 for the exclusive purpose of negotiating over the rate the Employer shall pay to the Benefit Fund on

behalf of covered Employees. Should the parties not agree to the rates established by the Fund, either party may propose a different health and welfare plan, including ones sponsored by the Employer. Both parties agree that the rest of the Collective Bargaining Agreement (CBA) shall remain in full force and effect at the time the CBA is re-opened to review Article XIX – Welfare. Should an agreement on this issue alone not be reached by 11:59 pm on June 30, 2014, the “No Strike or Lockout” Article shall be waived for this issue alone while both parties work towards a resolution.

Section 1.

The Employer shall increase the contribution to the District 1199C Benefit Fund for Hospital and Health Care Employees – Philadelphia vicinity (hereinafter called the “Fund”) from 32.2% to 36.4% of the gross payroll.

Effective July 1, 2011, the employee contribution towards premium shall increase to forty dollars (\$40.00) per week.

Effective July 1, 2011 ARAMARK shall no longer forward any portion of the Employee’s payment of premium to the Benefit Fund for Hospital and Health Care Employees – Philadelphia Vicinity.

Section 2.

Such monthly payments shall be due in the Fund office on or before the fifteenth (15th) of each month and shall be based on the previous month’s gross payroll. Such payments shall be used by the Trustees of the Fund for the purpose of providing the Employees with social benefits, i.e. disability benefits, death benefits and other benefits as the Trustees of the Fund may from time to time determine.

Section 3.

The Fund shall be administered under the terms and provisions of the Agreement and the Declaration of Trust, and any amendments thereof, which provide for equal representation by the Union and the Employers contributing to said Fund and that any dispute whatsoever that may arise or deadlock which may develop among or between said Trustees shall be submitted to arbitration before an Arbitrator or Empire, except as may be otherwise provided for in said Agreement and Declaration of Trust, and his decision shall be final and binding.

Section 4.

An independent audit of the Fund shall be made annually and a statement of the results thereof shall be furnished to the Employer.

Section 5.

Together with the periodic monthly payments herein provided, the Employer shall submit regular monthly reports to the Fund in such form as may be necessary for the sound and efficient administration of the Fund. Such regular monthly reports shall, as a minimum, include Employees’ names, classifications, date of hire, hours of work, social security numbers, base and gross wages or salaries paid to Employees, dates of termination or leave, and such other information as may be required by law or by the Fund in order to determine eligibility for

benefits. The Employer agrees to permit the Fund accountant to audit its records to verify the accuracy of its payment.

Section 6.

The procedure for collection of delinquent accounts shall be as provided in the Trust Agreement.

ARTICLE XX: PENSION

Section 1.

Effective July 1, 2007, the Employer shall contribute four and one-half percent (4.5%) monthly to the Pension Fund for Nursing Home and Health Care Employees, Philadelphia and Vicinity on behalf of its Employees. The contribution rate of four and one-half percent (4.5%) shall be for each hour worked by its Employees with at least one (1) year of service, with a cap of thirty-seven and one-half (37.5) or forty (40) hours per week depending on the Employees work week.

Section 2.

Employees retiring with five (5) years of service or retirement due to their health shall receive three (3) weeks pay.

ARTICLE XXI: DISCHARGE AND DISCIPLINE

Section 1.

The Employer shall have the right to maintain discipline and may discharge, suspend or discipline any Employee for just cause.

Section 2.

The Employer will send written notification of any discharge or suspension to the Union headquarters within forty-eight (48) hours. If the Union desires to contest the discharge, it shall give written notice thereof to the Employer within seventy-two (72) hours after receipt of the notification, but in no case later than five (5) days after the discharge. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedure set forth in the Agreement, however commencing at Step 3 of the grievance procedure.

Section 3.

In imposing any discharge, suspension, or other disciplinary action, the Employer will not take into account disciplinary actions which occurred more than twenty-four (24) months prior to the current incident, provided no other disciplinary action has been taken against the Employee within that twenty-four (24) month period. However, disciplinary documents excluded from consideration above may be used as evidence that the Employee was aware of the rule or policy.

In addition, the Employer agrees to adhere to two (2) separate disciplinary tracks: Work Rules/Policy violations and Attendance violations.

ARTICLE XXII: GRIEVANCE-ARBITRATION PROCEDURE

Section 1.

A grievance shall be defined as a dispute or complaint on the part of the Union or an Employee pertaining to the interpretation, application, performance, termination, or any alleged breach of this Agreement, and shall be processed and disposed of in the following manner.

- STEP 1 Within a reasonable time but not more than five (5) working days following the alleged occurrence giving rise to the grievance, an Employee having a grievance and his Union delegate or other representative shall take it up with the Employee's immediate supervisor. The Employer shall give its answer to the Employee and/or to his 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 Union representative and presented to the grievant's Department Head or his designee. The written grievance at this Step shall specify the facts and the relief requested. A grievance so presented in Step 2 shall be answered by the Employer in writing within five (5) working days after its presentation. Either party may request a meeting at this step.
- 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 in Step 3. A grievance shall be presented in this Step to the District Manager of the Employer, or his designee; and he or his designee shall render a decision in writing within five (5) working days after the presentation of the grievance in this Step. 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 2.

Anything herein to the contrary notwithstanding, a grievance concerning a discharge may be presented initially at Step 3 in the first instance, within the time limit specified in Section 2 of this Article. The Union will be advised of an Employee's discharge or suspension within forty-eight (48) hours following such discharge or suspension.

Section 3.

- (a) A grievance, as defined in the grievance procedure provision, which has not been resolved thereunder may, within thirty (30) calendar days after completion of Step 3 of the grievance procedure, be referred to arbitration by the Union to an arbitrator selected in accordance with the procedures of the American Arbitration

Association. The arbitration shall be conducted under the Voluntary Labor Arbitration Rules then prevailing of the American Arbitration Association.

- (b) The fees and expenses of the American Arbitration Association and the arbitrator shall be borne equally by the parties.
- (c) The award of an arbitrator hereunder shall be final, conclusive and binding upon the Employer, the Union and the Employees. Any award for back pay shall have deducted therefrom any unemployment compensation or other compensation that the aggrieved may have received from any source during the period for which back pay is claimed.
- (d) The arbitrator shall have jurisdiction only over disputes arising out of grievance, as defined in Section 1 of the grievance procedure provision; and he shall have no power to add to, subtract from, or modify in any way any terms of this Agreement.
- (e) Anything herein to the contrary notwithstanding, the Employer and the Union will agree on a standing panel of Arbitrators from which will be selected an Arbitrator to hear those arbitrations arising from discharge from employment.

Section 4.

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

Section 5.

Any disposition of a grievance from which no appeal is taken within the time limits specified herein shall be deemed resolved on the basis of the Employer's last answer and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement. Time is of the essence.

Section 6.

A grievance which affects a substantial number of classes 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.

Section 7.

Expedited Arbitration Procedure for Discharge Cases. The parties agree that discharge cases may be handled under the expedited arbitration procedures of the American Arbitration Association in accordance with the following rules:

- (a) Within seven (7) calendar days after receipt of the Employer's Step 3 grievance procedure answer, the Union may request expedited arbitration in a discharge case only by utilizing the following procedure.

1. The Union shall initially notify the Employer's Director of Personnel by telephone that it desires to proceed to arbitration in a particular case. Within forty-eight (48) hours of such notification, the parties shall agree on a hearing date within thirty (30) calendar days of such notification by the Union.
 2. The Union will then confirm in writing to the Employer's Director of Personnel or his designee that it is proceeding to submit discharge case grievance to the American Arbitration Association and will set forth the agreed upon hearing date.
 3. The Union shall notify the American Arbitration Association which shall submit to the parties a list of arbitrators who are available to hear the case on the agreed upon hearing date.
- (b) The arbitrator shall issue a written opinion within thirty (30) days of the close of the hearing.
- (c) All other rules and procedures of the regular arbitration procedure shall be applicable to the expedited procedure.

ARTICLE XXIII: NO STRIKE OR LOCKOUT

Section 1.

The Employer agrees that during the life of this Agreement there shall be no lockout.

Section 2.

Neither the Union nor any Employee shall engage in any strike, sit-down, sit-in, or slow-down, collective refusal to work overtime, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Employer during the term of this Agreement.

Section 3.

The Union, its officers, agents, representative and members, guarantees that it will not in any way directly or indirectly authorize, assist, encourage, participate in or sanction any strikes, sit-downs, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Employer, or ratify, condone, or lend support to any such conduct or action.

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, cessation or stoppage or interruption of work, boycott or other interference with the operations of the Employer occur, the Union, within twenty-four (24) hours of a request by the Employer, shall:

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

Section 5.

Any Employee engaging in activity prohibited by this Article shall be subject to immediate discharge. The Employer shall have the selective right to discharge an Employee or Employees in violation of this Article. A dispute as to whether an Employee actively participated in the prohibited activity shall be subject to the grievance procedure provided in Article XXI.

Section 6.

In the event of an alleged or asserted breach of this Article, either party may resort to courts of competent jurisdiction, or may follow the contractual grievance-arbitration procedure.

ARTICLE XXIV: UNION ACTIVITY

Section 1.

A representative of the Union shall have reasonable access to the Employer's premises for the sole purpose of conferring with the Employer, the Union delegate or Employees regarding the administration of the Agreement.

Section 2.

The Employer shall provide space on bulletin boards which shall be used for the purpose of posting proper Union notices.

Section 3.

The Union shall assign a reasonable number of delegates. These individuals shall be provided reasonable opportunity to investigate grievances after obtaining permission from their supervisors that their work schedule reasonably permits their temporary absence from their work, so long as it does not interfere with the operations of the Employer. This provision is intended to apply to an investigation of discharges, suspensions, written warnings, or work stoppages.

Section 4.

The work schedules of Employees elected as Union delegates shall be adjusted so far as practical to permit attendance at regularly scheduled delegate assembly meetings. The Union shall give reasonable notice of such regularly scheduled events.

ARTICLE XXV: HIRING

It being the desire of the parties to provide for an orderly system of recruitment and placement of workers on jobs in the health care industry, it is therefore agreed:

Section 1.

The Employer shall utilize the Union's Employment Service for the recruitment and referral of qualified personnel for bargaining unit job vacancies by notifying the Union's Employment Service of all bargaining unit job vacancies and shall afford the service twenty-four (24) hours from the time of notification to refer an applicant for the vacancy before hiring from any other source.

Section 2.

The Employer shall not be required to notify the Employment Service of any job vacancy which must be filled without delay in order to meet an emergency or to safeguard the safety of the institution.

Section 3.

Notwithstanding the foregoing, the Employer retains the right to hire applicants from other sources in the event that the Employment Service does not, in the Employer's opinion, refer qualified applicants within the said twenty-four (24) hour period.

Section 4.

The Employment Service shall be administered by the Union and costs of operating the Service shall be borne by the Union.

ARTICLE XXVI: RESIGNATION

Section 1.

An Employee who desires to resign shall give the Employer two (2) weeks advance written notice of said intention, provided it is physically possible for the Employee to give such notice.

Section 2.

An Employee who gives such notice of resignation as required in Section 1 or whose employment is terminated, shall be entitled to receive payment for unused vacation time earned on the effective date of the resignation, or the next regular pay period in case of termination. If notice is not given as provided above, an Employee shall not be entitled to such payment.

ARTICLE XXVII: MISCELLANEOUS

Section 1.

The Employer shall provide job descriptions for all classifications covered under this Agreement, which shall include smocks.

Section 2.

- (a) Uniforms: The Employer shall provide all required uniforms including smocks.
- (b) All Employees shall receive a work shoe allowance which shall be seventy-five dollars (\$75.00) per year, effective July 1 of each year. The Employer shall dictate the type of shoes. The Employer will provide documentation of what type of boots are required. The Employer will also provide sample boots. The Employee will purchase the boots and have the Employer inspect the boots to make sure it is the quality of boots that are required.
- (c) Employees who have received a shoe allowance and do not report to work with proper shoes should not be allowed to work that day.
- (d) The Employer shall supply rain gear for outside work.

Section 3.

The current Employer will maintain any past practices of the current employer.

Section 4.

When a new job classification or department is established by the Employer at any of the locations covered by this Agreement for the performance of work comparable to that performed by Employees covered by this Agreement, the Union will be notified and negotiations will convene promptly to determine whether or not such job classification or department should properly be included in the bargaining unit. Any disputes arising under this provision are subject to the grievance and arbitration procedures.

Section 5.

The Employer shall provide locker rooms for Employees.

Section 6.

The Employer shall establish reasonable provisions taking into consideration the weather or public transportation strike or failure.

Section 7.

All job standards shall be established by the Employer. The Employee shall be notified of the standards after they have been established by the Employer. Where no standard is established, an Employee who is following the prescribed method and using the proper departmental procedure and performing at a normal pace will not be disciplined for failing to obtain a desired work level.

Section 8.

If assigned the task, all Employees are required to pick up infectious waste materials. The Employer will be responsible for providing the proper attire to perform this service.

Section 9. Snow Emergency Crew

Employer will post a list for volunteer employees for snow emergencies. The volunteer employees will be called on a rotating basis and according to seniority. If no one volunteers, then snow removal duties will be done in inverse seniority on a rotating basis. Employees will be paid a minimum of four (4) hours and be paid time and one half (1½) for all hours worked.

Section 10. Meeting Space

Employer will provide meeting space for monthly employee meetings.

Section 11:

When a State of Emergency is declared (and defined) by the President of the United States (POTUS), Governor of Pennsylvania, or the Mayor of Philadelphia, and the Employee is unable to get to work, the Employee shall be permitted to access his vacation and/or personal days.

ARTICLE XXVIII: SEPARABILITY

Section 1.

It is understood and agreed that all agreements herein are subject to all applicable laws now or thereafter in effect, and to the lawful regulations, rulings and orders of regulatory commissions or agencies having jurisdiction. If any provision of the 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 XXIX: ENFORCEMENT

Section 1.

The Employer shall submit regular monthly reports in such form as may be necessary for the sound and efficient administration of the Funds and/or to enable the Funds to comply with the requirements of Federal and applicable State law and for the collection of payments due pursuant to Article XIX of this Agreement.

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

In the event that an Employer fails to make payment of contributions as required by Article XIX, there shall be expedited arbitration thereof before an impartial arbitrator pursuant to the provisions of Article XXI, Arbitration. Such arbitrator shall be empowered to:

- (a) Direct the remedying of such violations up to the date of hearing that has not been cured;

- (b) Direct that there shall be no further violations of such provision(s) of these Articles;
- (c) Direct that the following amounts, being the reasonable costs and expenses in connection with each Fund arbitration proceeding, be paid to the Fund(s) by the Employer.
- (d) For an uncontested proceeding, the lesser of ten percent (10%) of the amount found due to each Fund or five hundred dollars (\$500.00) to each Fund involved.
- (e) For a contested proceeding, the lesser of twenty percent (20%) of the amount found due to each Fund or one thousand dollars (\$1,000.00) to each Fund involved.

Section 2.

Where there has been a previous award made by the Arbitrator during the life of this Agreement that the Employer has failed to make payment of contributions as required by Article XIX, the Arbitrator shall have the power to compel the Employer to furnish the Funds with a Commercial Surety Bond sufficient to guarantee payment to all of the Funds for a three (3) month period, such Bond to be maintained during the balance of the life of the Contract.

Section 3.

In the event that an Employer fails to make payment of contributions as required by Article XIX, the Arbitrator shall also have the power to require the properly authorized agent of the Employer to sign a Confession of Judgment in the amount of the Award including interest, costs and expenses as hereinabove provided within ten (10) days from the issuance of the award.

ARTICLE XXX: GROUP LEGAL SERVICES

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 ten cents (10¢) per hour per Employee for all hours paid for all Employees covered by this Agreement who have satisfactorily completed their probationary period.

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 Employers which contribute to the Fund. The Trust Agreement shall provide for block 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.

Payments shall be made no later than the tenth (10th) day of the month following the date on which the payroll period for the preceding month is concluded. 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.

An independent audit of the Group Legal Services Fund shall be made annually and a statement of the results thereof shall be furnished to the Employer. The Employer agrees to make available to the Group Legal Services Fund 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 administration of the Fund 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.

Section 6.

The Group Legal Services Fund shall be operated at all times pursuant to the provisions of Section 302 of the National Labor Relations Act., as amended, and all prevailing Federal and State laws as well as the canons of professional ethics governing the operation of group legal service programs. No funds contributed by the Employer pursuant to this Article shall be used to finance litigation by Employees of the Employer against the Employer or the Union.

Section 7.

Any dispute which may arise between the parties as to a claim that any payment to the Fund under this Article is overdue and interest, if any, due thereon shall be handled in accordance with the Arbitration Article of this Agreement.

ARTICLE XXXI: LABOR MANAGEMENT COMMITTEE

Section 1.

In order to promote the highest levels of patient care, the parties agreed to establish a Labor Management Committee to review practices and make recommendations regarding patient and employee safety, employee training and other issues of mutual concern. The committee will be composed of designated ARAMARK management representatives and Union representatives. Either party may request a meeting through the Labor Relations Offices.

Section 2.

The Union and ARAMARK will submit an agenda for each meeting to the other party one (1) week before the meeting.

Section 3.

The operation of the committee shall not affect the existing rights of either party under other provisions of the Agreement and does not limit management rights.

Section 4.

The provisions of this Article are not subject to the grievance and arbitration provisions of the Agreement.

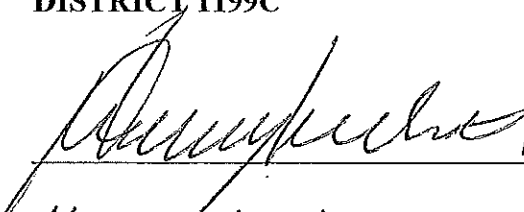
ARTICLE XXXII: EFFECTIVE DATE AND DURATION

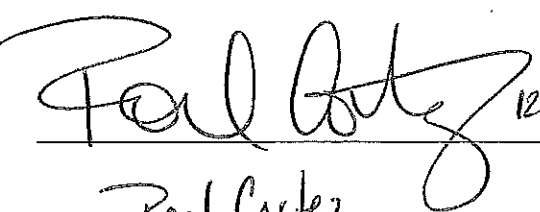
This AGREEMENT shall be in full force and effect for the period commencing July 1, 2013 and ending 11:59 PM on June 30, 2018. The Employer and the Union agree to jointly enter into discussions relative to a renewal of the Agreement no later than the ninetieth (90th) day immediately preceding the termination date of this Agreement.

IN WITNESS WHEREOF, the Union and the Employer have executed this Agreement.

**NATIONAL UNION OF HOSPITAL AND
HEALTH CARE EMPLOYEES, AFL-CIO
AFSCME AND ITS AFFILIATE
DISTRICT 1199C**

**ARAMARK FACILITY SERVICES LLC
at TEMPLE UNIVERSITY HEALTH
SCIENCES**


Date 12/16/13
Henry Nicholas, President
District 1199C, NURSES, AFSCME
AFL-CIO


Date 12/4/13
Paul Cortez
ARAMARK Labor Relations

**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 _____ Date _____

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 _____, 20 _____

To: _____ (the Employer)

You are directed to deduct from any wages earned or to be earned by me as your employee, such amount as may be established by the National Union of Hospital and Healthcare 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 302© 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"
CREDIT UNION CHECKOFF

District 1199C Credit Union

PLEASE PRINT

NAME _____ SOC. SEC. NO. _____

ADDRESS _____ PHONE _____

CITY/STATE _____ ZIP CODE _____

EMPLOYED AT _____

DEPARTMENT _____ JOB TITLE _____

AMOUNT OF DEDUCTION _____ PER PAY PERIOD

SIGNED _____

Credit Union Check-Off Authorization

Effective Date _____

To: _____
(Name of Employer)

You are hereby authorized and directed to deduct from my wages or salary the sum of \$ _____ each pay period not to exceed ten percent (10%) of my wages of each pay period and to remit such deductions to the District 1199C Credit Union, or to any other credit union in which the Hospital participates (if I so designate), no later than the tenth (10th) day of each month following the month in which the deductions are made. This authorization may be revoked by a 30 day written notice sent to the District 1199C Credit Union, unless this authorization is executed as security for or as a manner or method of the repayment of a loan from the District 1199C Credit Union doing business in New York and in such latter event the same will be in full force and in effect until the loan from the District 1199C Credit Union has been paid in full.

Name _____
(print)

Address _____

Signature _____

Social Security Number _____

Job Title _____

EXHIBIT "D"
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 _____