

COLLECTIVE BARGAINING AGREEMENT

By and Between

ARAMARK MANAGEMENT SERVICES LIMITED PARTNERSHIP
THE UNIVERSITY OF THE ARTS

and

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

July 1st, 2018 – June 30th, 2021



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on other positions until the employee has been in the new position for a period of twelve (12) months.

ARTICLE 3: USE OF GENDERS

- 3.1 All references to Employees in this Agreement shall designate both sexes, and, wherever the male or female gender is used, it shall be construed to include both male and female.

ARTICLE 4: MANAGEMENT RIGHTS

- 4.1 The management of the Employer and the direction of the working force are vested exclusively with the Employer. Except where expressly abridged by a specific provision of this Agreement, the Employer retains the sole and exclusive right to manage all operations of the Employer, including but not limited to hire, discipline, suspend or discharge for just cause, demote, lay off, promote, transfer and assign its Employees and to otherwise direct the workforce; to determine or change the starting and quitting time and the number of hours worked; to determine the number and arrangement of work shifts; to determine the amount of compulsory overtime to be worked; to establish rules, regulations and policies; to determine the way in which the Employer's services shall be provided to its customers; to determine the method of training Employees; to organize, discontinue, enlarge or reduce a job or function; to assign duties to the workforce; to determine the qualifications of and selection of Employees for promotion; to introduce new or improved facilities, equipment or automation; to close or relocate a facility; to introduce a change in method or methods of operation which may produce a change in job duties and reduction in personnel; to relieve Employees from duty because of lack of work or any other reason; and the right to carry out the ordinary and customary functions of management whether or not possessed or exercised by the Employer prior to the execution of this Agreement.
- 4.2 Matters of inherent managerial policy are reserved exclusively to the Employer. Except as specifically addressed in this Agreement, matters of inherent managerial policy include, but are not limited to, such areas of discretion or policy as the functions and programs of the Employer, standards of service, the overall budget and the organizational structure of the Employer and the selection and direction of personnel.

The above rights of the Employer are not all-inclusive, but indicate the type of matters or rights which belong to and are inherent to the Employer.

ARTICLE 5: NO STRIKES, LOCKOUTS AND WORK STOPPAGES

5.1 **No Strike or Work Stoppages**

Employees shall not engage in any strike, sympathy strike, slowdown, sit-down, work stoppage, picketing or any other concerted activities, which interrupt or tend to interrupt the full performance of work without regard to the cause. Neither the Employees, the Union, nor any officers, agents or other representatives of the Union shall directly or indirectly authorize, assist, encourage, condone, ratify, lend support, or in any way participate in any strike, slowdown, sit-down, work stoppages, picketing or any other concerted activities which interrupt or tend to interrupt the full performance of work during the life of this Agreement.

not deny, any request by the delegate for time off to administer the contract if the timing of such request interrupts the flow of work.

- 8.2 The delegate shall not be discriminated against by the Employer because of his performance of his duties as delegate. The Union agrees to notify the Employer, in writing, whenever a delegate has been appointed.
- 8.3 Whenever a Union delegate finds it necessary to investigate a grievance to see that the terms and conditions of the Agreement are observed, he must receive the permission of his non-union supervisor and punch out. Permission will not be unreasonably withheld. In the event the grievance or other union activities involve another Employee, the delegate must receive the permission of the other Employee's supervisor to meet with the Employee and the Employee is to punch out. In no event shall the investigation of grievances interfere with the orderly operation of the Employer.
- 8.4 Aramark shall provide a bulletin board in the vicinity of the time clock for the exclusive use of the Union for the purpose of posting proper Union notices. There shall be no other general distribution, posting by Employees of pamphlets, advertising, or political matters, notices, or other kinds of literature upon the Employer's premises. The Employer may remove material posted on the Union bulletin board if the material violates any of the Employer's policies, including the policy prohibiting harassment, or refers to a local, state or federal political issue or campaign. The Employer will notify the Union if it removes any postings. All material shall be submitted either in person or by email to the General Manager prior to posting.
- 8.5 Delegates shall be granted two (2) unpaid days off per year with pay to attend Union training and seminars. Delegates may use vacation or personal days to attend.

ARTICLE 9: PROBATIONARY EMPLOYEES

- 9.1 All new Employees shall be on probation during their first ninety (90) days of work. If an Employee is absent for any reason during his probationary period, the number of working days he has been absent shall be added to the ninety (90) days eligibility period and he shall not complete his probationary period until an equivalent number of working days has been worked. The Employer's right to discharge or otherwise discipline Employees during their probationary period shall not be subject to the Grievance and Arbitration provisions of this Agreement. Upon satisfactory completion of the probationary period, Employees shall be placed upon the Years of Service List as of their hire date.
- 9.2 Probationary Employees shall not be entitled to any benefits.

ARTICLE 10: HOURS OF WORK

- 10.1 The regular work week for 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. The regular work day for all full-time Employees shall consist of the number of hours normally worked in a day, including an unpaid lunch period of one-half (1/2) hour.

No Employee will make less than the applicable start rate.

The start rate is the minimum rate only. Employees may be paid higher than the start rate based on a combination of work experience, certification and licensure.

Employees working at a higher paid classification will receive the wage rate of the higher classification.

ARTICLE 13: OVERTIME

- 13.1 Time and one-half shall be paid for all time actually worked in excess of forty (40) hours in a work week.
- 13.2 Vacation, sick leave, personal days and/or any other paid or unpaid leave shall not be considered in calculating overtime compensation.
- 13.3 The Employer, in its sole discretion, may require Employees to work mandatory overtime based only on the needs of the organization. Mandatory overtime will be rotated among qualified Employees when possible. Employees will be notified as soon as practicable if they are assigned mandatory overtime.

ARTICLE 14: SENIORITY

14.1 **Definitions**

- a) Bargaining unit seniority is defined as the length of time an Employee has been continuously employed in any capacity in the University.
- b) Classification seniority shall be defined as the length of time an Employee has worked continuously in a specific job classification within a department.

14.2 **Accrual**

- a) An Employee's seniority shall commence after the completion of his probationary period and shall be retroactive to the date of his last hire.
- b) Bargaining unit seniority shall accrue during a continuous authorized leave of absence without pay up to twelve (12) months or for the period of maternity leave; during an authorized leave of absence with pay; during a period of continuous layoff not to exceed the lesser of twelve (12) months or the length of an Employee's continuous employment, if the Employee is recalled into employment Classification seniority shall accrue during the periods specified in (b) above and during the time an Employee works in a specific job classification.
- c) Temporary Employees, as defined in this Agreement, shall have no seniority during the time they occupy the status of temporary Employees, but should temporary Employees become permanent Employees, then their seniority shall be retroactive to their date of employment.

second. Regular Employees will be laid off third.

ARTICLE 16: RECALL

- 16.1 Employees laid off shall be recalled based exclusively on seniority, provided the Employees have the skills and ability to perform the work. Recall rights shall expire after an Employee has been on layoff for six (6) months.

ARTICLE 17: RESIGNATION

- 17.1 Resignation must be submitted in writing to the department head in advance. Advance notice must be equal to the amount of vacation the Employee is entitled to receive, but in no event may such notice be less than two (2) weeks.
- 17.2 Any Employee with one (1) year or more bargaining unit seniority who resigns in accordance with the schedule in Section 1 shall be paid his accrued unused vacation. Any Employee who resigns without giving the proper notice shall not be entitled to any vacation pay, except in the case of a bona fide emergency.

ARTICLE 18: DISCHARGE AND PENALITES

- 18.1 The Employer shall have the right to discharge, suspend or discipline any Employee for just cause.
- 18.2 The Employer will notify the Union in writing of any discharge or suspension within seventy-two (72) hours from the time of discharge or suspension. If the Union desires to contest the discharge or suspension, it shall give written notice thereof to the Employer within seven (7) working days. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedure hereinafter set forth, however commencing at Step 3 of the grievance procedure.
- 18.3 All time limits herein specified shall be deemed exclusive of Saturdays, Sundays and holidays.
- 18.4 The Union agrees to abide by all Company Policies as they may be amended from time to time.

ARTICLE 19: GRIEVANCE PROCEDURES

19.1 **Definition**

Should any grievance arise as to the interpretation of or alleged violation of this Agreement or sympathy strike, the Employee or Employees affected or the Union shall process the grievance in accordance with the following procedure:

Step 1 The Employee or Employees affected and/or their union delegate shall take the matter up with their immediate Supervisor with five (5) days of its occurrence, either directly or through a representative of the Union in an attempt to effect a satisfactory settlement. The Supervisor shall have seven (7) days after the grievance was first presented to settle the matter. If no satisfactory settlement is reached, the grievant or the Union may within three (3) days after the Supervisor's answer appeal to –

Step 2 The grievance shall be reduced to writing and signed by the grievant and the Union and referred to the General Manager or his designee. The General Manager or his

ARTICLE 20: ARBITRATION

20.1 Employer of Arbitrator

The arbitrator will make his/her findings and render his/her decision to resolve the disagreement. The arbitrator shall not have jurisdiction to add to, modify, vary, change or remove any terms of this Agreement, or any prior contracts or awards, or to determine that any provision of this Agreement establishes an implied limitation upon the Employer which is not herein specifically set forth. The arbitrator shall confine him/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her. The scale of wages established by this Agreement shall not be changed by any arbitration decision.

20.2 Effects of Decision

The decision of the arbitrator shall be final and binding upon the Employer, the Union and the employees covered by this Agreement. The arbitrator shall be requested to issue his/her decision within thirty (30) days after the hearing. Time limits may be extended by mutual agreement.

20.3 Expenses

The expenses of the arbitration and the arbitrator's fee shall be borne equally by the Employer and the Union.

20.4 Retroactivity

Awards or settlements of grievances shall in no event be made retroactive beyond the date on which the grievance was first presented, 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 and any other compensation that the aggrieved employee may have received from any source during the period for which back pay is claimed.

ARTICLE 21: PERSONNEL FILES

21.1 An Employee, and his Union representative and/or delegate, upon request of the Employee, may inspect the contents of his personnel file at reasonable times during normal business hours under the following terms and conditions:

- a) He must make an appointment with the General Manager;
- b) He will not be paid for the time inspecting his file;
- c) Nothing may be removed from the file; and
- d) Nothing may be written copied or photographed by the Employee or his representative or delegate on any papers in the file.
- e) The Employer reserves the right to be present during the inspection.

21.2 Any Employee whose job performance or conduct becomes subject to an official evaluation shall have the right to participate in a review of such evaluation. An Employee who is aggrieved by the content of such evaluation shall have the right to pursue the validity of the evaluation through the grievance procedure provided herein.

Employees may contribute 1-50% of their pay to the 401K Plan, which includes regular pay, overtime, sick pay, holiday pay, vacation pay, or any other applicable pay. The Employer will contribute fifty percent (50%) of the first six (6%) percent the Employee contributes to the plan to a maximum Employer contribution of three (3%) percent.

Eligible Employees may choose to continue to participate making contributions to the Hourly 401K Plan if they are on an approved Leave Of Absence.

- C. **Life Insurance** – Aramark will provide eligible Employees Basic Life and Basic Accidental Death & Dismemberment coverage in the amount of five thousand dollars (\$5,000.00). The coverage will be one hundred percent (100%) paid by the Employer.
- D. **Short-Term Disability** – All regular full-time Employees are eligible for Short Term Disability benefits as outlined below. In order to be considered a regular full-time Employee for the purposes of Short Term Disability benefits only, Employees must be regularly scheduled to work a minimum of forty (40) hours each week to be eligible.

Aramark will provide eligible Employees the opportunity to enroll in Short Term Disability (STD) benefits provided through an Aramark –Selected provider. The plan(s), plan(s) design and schedule(s) of benefits may be adjusted from time to time in line with changes in the Short Term Disability package for all Aramark Employees or as required by law. Other changes might include a change in in the insurer or other service provider that provides the benefits or establishes the network of participating providers. Any changes to premiums or eligibility will be effective with the start of the plan year, January 1st.

Employee contributions for STD benefits will be at the standard Aramark rates and are subject to change from time to time in accordance with changes made for all Aramark Employees or as required by law.

The STD benefit is effective the first (1st) of the month following ninety (90) days of employment. The Employee must actively be at work preceding the disability to be eligible for benefits.

There is a seven (7) calendar day waiting period before benefits will be paid, and Employees may use vacation or PTO time to satisfy the waiting period.

Short Term Disability may be continued for up to a maximum of twenty-six (26) weeks based on the Insurance Company receiving supporting medical documentation from the physician substantiating the medical condition.

- 22.3 Notwithstanding any provision of this Agreement, the Employer shall be permitted to make any changes to the terms, conditions, or availability of any of these Employee Benefit Plans as required by law.
- 22.4 *Drug – Free Workplace Policy* – This policy applies to all Aramark Employees. Please see the attached document which must be signed by the Employee.

ARTICLE 23: VACATION

- 23.1 All bargaining unit Employees covered by this Agreement are eligible for vacation time as listed below. Vacation time is based on your length of service, and is accrued each month. Vacation time for new Employees may be taken after six (6) months of service, and the Employee may take up to five (5) days.

Vacation is earned per the chart listed below:		
Completed years of service	Days earned per month	Days earned per year
Less than 6 months	0	0
1 year (.84 hrs)	5/6	10
2 years (.84 hrs)	5/6	10
3 years (1.25 hrs)	1.25	15

ARTICLE 24: HOLIDAYS

- 24.1 All bargaining unit Employees covered by this Agreement (who have completed their ninety [90] day probationary period) are eligible for holidays on the following schedule. Holidays are listed below.

Holidays Observed are as follows: New Year's Day—Martin Luther King Day—Memorial Day – Independence Day – Labor Day – Thanksgiving Day – Day after Thanksgiving – Christmas Eve, Christmas Day.

- 24.2 Norman Rayford Day—This Holiday will be observed on August 29th each year of this Collective Bargaining Agreement, and Employees will be compensated as follows:

- 1) If an Employee is scheduled to work on this day, the Employee will receive pay for the day worked, and pay for the holiday (2 times the Employee's regular rate of pay).
- 2) If the full-time Employee is off that day then the Employee will receive pay for the day at the Employee's regular rate of pay.
- 3) Part-time Employees who are scheduled to work on the day will receive pay for working the day, and the Employee will also receive pay for the holiday (2 times the Employees regular rate of pay) for the number of hours worked.
- 4) Part-time Employees who do not work on the holiday will receive pay for the holiday on a pro-rated basis as to the number of hours the Employee is normally scheduled to work.

ARTICLE 25: JURY DUTY

- 25.1 A full-time Employee who has completed his probationary period and who is called to serve on jury duty, shall be compensated to a maximum of four (4) weeks, by the Employer for the difference between his regular straight-time hourly pay for each regularly scheduled work day lost

will be afforded one (1) personal day.

28.4 Personal days cannot be carried from one year to another, and Employees who separate from the Employer for any reason will not be paid for any unused personal days.

28.5 Employees may use an accrued personal day with short notice, upon management approval.

ARTICLE 29: LEAVE OF ABSENCE

29.1 The Employer shall comply with all mandated leave requirements under Federal, State and local law.

29.2 Employees shall be permitted to take education leave consistent with the Employer's policy and on the same terms as non-bargaining unit Employees. Such leaves are not an entitlement and are granted or denied at the discretion of the Employer. Changes to this leave policy, including but not limited to the modification or elimination of such leave, made during the term of this Agreement which shall apply generally to non-bargaining unit Employees of the Employer, shall automatically be applicable under the same terms and conditions to bargaining unit Employees covered under this Agreement.

29.3 An Employee may request a personal leave for a compelling, non-recurring reason that is not covered by Federal, State, or local law. Such leaves are not an entitlement, and are granted or denied at the discretion of the Employer.

29.4 An Employee requesting a Personal Leave of Absence must have worked twelve (12) months or longer, to request a personal leave and the maximum leave will not exceed thirty (30) days. The leave may be extended depending on the needs of the business and the Employee's circumstances. All request must be in writing at least two (2) weeks in advance of an Employee requesting the leave.

29.5 Medical Leave. An unpaid medical leave of absence may be granted for a period of up to six (6) months, provided that the Employee has been continuously employed for one (1) year.

ARTICLE 30: SUBCONTRACTING

30.1 The Employer has the absolute right to temporarily or permanently subcontract in whole or in part any bargaining unit position or bargaining unit work for any reason. If subcontracting will directly result in permanent layoff of bargaining unit Employees, the University will give the Union advance notice and will meet with the Union to fully discuss the situation before any final decision on subcontracting is reached. In addition, the Employer will discuss with the subcontractor the ability of the subcontractor to hire any impacted bargaining unit Employees. In the event that any affected bargaining unit members are not hired by the subcontractor, the Employer agrees to meet with the Union and to discuss the effects of the subcontracting decision as to those Employees.

ARTICLE 31: SAFETY

31.1 The Employer will endeavor to make all reasonable provisions for the safety and health of its Employees in accordance with applicable laws. The Union agrees to cooperate with the Employer in assuring conformance to all established safety rules and regulations.

ARTICLE 38: TERM OF AGREEMENT

34.1 THIS AGREEMENT shall be effective on July 1st, 2018, and shall continue in full force and effect until June 30th, 2021, and thereafter from year to year unless either party gives written notice to the other party of its desire to terminate this Agreement at least ninety (90) days prior to the expiration of this Agreement.

ARAMARK

**NATIONAL UNION OF HOSPITAL
CARE EMPLOYEES, DIVISION OF
AFSCME, AFL – CIO and ITS
AFFILIATE, DISTRICT 1199C**

Briode Barr

Henry N. ...

**EXHIBIT B: CONSCIENTIOUS OBJECTOR CHECK-OFF
AUTHORIZATION**

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 Center 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 Center 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 _____