

COLLECTIVE BARGAINING AGREEMENT

By and Between

**SODEXO, INC. @ PRESBYTERIAN MEDICAL CENTER
and**

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

March 31st, 2019 – January 31st, 2023



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PREAMBLE

AGREEMENT made and entered into this 1st day of February, 2019 by and between SODEXO HEALTH CARE EAST AT PRESBYTERIAN MEDICAL CENTER located in Philadelphia, Pennsylvania, (hereinafter called the "Employer") and the NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AFSCME, AFL-CIO, and its affiliate District 1199C (hereinafter referred to as the "Union") acting herein on behalf of the Employees of the said Hospital as hereinafter defined now employed and hereinafter to be employed and collectively designated as the "Employees".

WITNESSETH

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

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

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

ARTICLE 1: RECOGNITION

- 1.1 The Employer recognizes the Union as the sole and exclusive bargaining representative for all the employees covered by this Agreement. The term "employee" as used in and covered by this Agreement means all full-time and regular part-time nonprofessional employees employed in the environmental services department and distribution department at Presbyterian Medical Center, Philadelphia, Pennsylvania, and excluding all other employees, PRN's, guards and supervisors as defined in the Act in accordance with the NLRB certification dated August 2, 1993.
- 1.2 A temporary employee is one who is hired for a period of up to three (3) months and is so informed at the time of hire, and who is hired for special temporary needs (of which the union will be advised) or to replace an employee on leave or vacation. The said three (3) month period may be extended up to an additional three (3) months or for the length of leave of the employee being replaced, with the consent of the Union which shall not be unreasonably denied. However, such employee shall become a member of the aforesaid bargaining unit after the expiration of the initial sixty (60) day period. It is understood that temporary employees shall be employed only for the duration of the temporary position.

- 1.3 Part time employees (working 16 or more hours per week) covered by this Agreement shall receive fringe benefits on a pro-rata basis all of which is more fully set forth in the provisions of this Agreement concerning such benefits.
- a) With respect to all part time employees (working 16 or more hours per week), all benefits shall be paid pro rata on the basis of scheduled hours of work.

- 1.4 The Employer shall provide to the Union, once yearly, an updated seniority list.

ARTICLE 2: UNION SECURITY

- 2.1 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.
- 2.2 All employees on the active payroll as of the effective date of this Agreement, who are not members of the Union, shall become members of the Union thirty (30) days after the effective date of this Agreement.
- 2.3 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.
- 2.4 For the purposes of this Article, an employee shall be considered a member of the Union in good standing if he/she tenders his/her periodic dues and initiation fee uniformly required as a condition of membership.
- 2.5 Subject to the Grievance Procedure provision of this Agreement, an employee who has failed to maintain membership in good standing as required by this Article shall, within twenty (20) calendar days following receipt of a written demand from the Union requesting his/her discharge discharged if, during such period, the required dues and initiation fee have not been tendered.
- 2.6 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.
- 2.7 **Bargaining Unit Work** Supervisors shall not do work normally performed by Bargaining Unit Employees, except for the purpose of instruction, training, supervision, filling in for absentees, emergencies, or where the normal duties of supervisors overlap the duties of Employees. An emergency is herein defined as any suddenly-arising situation necessitating immediate action by the supervisor to maintain safety or health, to prevent damage to equipment, facilities, property and/or materials, and to aid in correcting or repairing malfunctions.

ARTICLE 3: CHECK-OFF

- 3.1 Upon receipt of written authorization from an employee in the form annexed hereto the Employer shall, pursuant to such authorization, deduct from the wages due said employees each month, starting not earlier, than the first pay period following the completion of the employee's probationary period, and remit to the Union regular monthly dues and initiation fee as fixed by the Union. The initiation fee shall be paid in two (2) consecutive monthly installments beginning

the month following the completion of the probationary period. In the event that the Union amends the initiation fee and/or dues schedule the Employer agrees to make the revised deduction from the employee's pay upon thirty (30) days' written notice from the Union. After written notice from the union, the Employer agrees to remit the following month's dues and initiation fees and dues and initiation fees thereafter to the Philadelphia office of the Union.

- 3.2 An employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting labor organizations, shall not be required to join and remain a member of the Union as a condition of employment. Such employee shall be required, as a condition of continued employment, to remit to either The American Cancer Society, The Lupus Foundation, or The Sickle Cell Anemia Foundation, so long as they are recognized as valid charities under Section 501(c) (3) of Title 26 of the Internal Revenue Code, monthly a sum equal to the initiation fee and regular dues of the Union as provided for herein. Such sums shall be check-off by the Employer from the employee's pay at the same time and in the same amount as initiation fees and dues are and shall be remitted by the Employer to the charity designated by the employee from the above list. Such designation shall be made in the form of a written authorization in the form annexed hereto.
- 3.3 The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability, including legal fees and other expenses and costs of defense, that may arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article or any other provisions of this Agreement relating to any requirement of remission of dues, initiation fees and political action funds delivered to the Union, any requirements of membership in the Union, or obligations of the Union members or by reason of the Employer's reliance upon any list, notice, request or assignment furnished under any of such provisions or by reason of any action taken or not taken by the Union.
- 3.4 The Employer shall be relieved from making such check-off deductions from an employee upon (a) termination of employment, (b) layoff from work, (c) an excused leave of absence or (d) revocation of the check-off authorization in accordance With the Article on Union Security.
- 3.5 The Employer shall not be obligated to make dues deduction of any kind from any employee who, during any dues period involved, shall have failed to receive sufficient wages to equal the dues deductions.
- 3.6 A member of the Union who does not sign a written authorization for dues deduction may adhere to the same payment procedure by making payments directly to the Union.
- 3.7 The Employer agrees to furnish the Union each month with a list of the name, position, Social Security number, date of hire of employees hired during the previous month, and also a list of the names of employees terminated, including transfers in and out of the bargaining unit, employees returning from leaves of absence, and employees commencing leaves of absence during the previous month.

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

ARTICLE 4: NO DISCRIMINATION

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

ARTICLE 5: PROBATIONARY EMPLOYEES

- 5.1 Newly hired full time employees shall be considered probationary for a period of ninety (90) calendar days and newly hired part time employees shall be considered probationary for one hundred and twenty (120) days from the date of employment, excluding all time lost for any reason whatsoever.
- 5.2 During or at the end of the probationary period, the Employer may discharge, discipline, or lay off such employee at will, and such action shall not be subject to the grievance or arbitration provisions of this Agreement.
- 5.3 An employee shall remain in the job classification into which the employee was hired and shall not be eligible to bid on any other position during the probationary period.

ARTICLE 6: MANAGEMENT RIGHTS

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

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

ARTICLE 7: GRIEVANCE PROCEDURE

- 7.1 A grievance is a difference between the Employer and the Union and/or the employees concerning the interpretation or application of a specific provision of this Agreement, and such grievance shall be processed and disposed of in the following manner.
- Step 1 An employee having a grievance, his/her Union delegate or other Union representative shall take it up with the Director of Operations or his/her designee. The Employer shall give its answer to the employee or his/her Union delegate or other representative within five (5) working days after the presentation of the grievance in Step 1.
- Step 2 If the grievance is not settled in Step 1, the grievance may, within five (5) working days after the answer in Step 1, be presented in Step 2. When grievances are presented in Step 2, they shall be reduced to writing, signed by the grievant and his/her Union representative and presented by the grievant to the General Manager or his/her designee. The grievance in Step 2 shall be answered by the Employer in writing within ten (10) working days after its presentation.
- Step 3 If the grievance is not settled in Step 2, the grievance may, within five (5) working days after the answer in Step 2, be presented by the Union representative or Union delegate in Step 3. The grievance shall be presented in this step to the District Manager or his/her designee, and the Employer shall render a decision in writing within ten (10) working days after its presentation.
- 7.2 Any grievance shall be void which is not presented for disposition through the grievance procedure described herein within seven (7) working days of the occurrence or condition which it claimed gave rise to the grievance.
- 7.3 Prior to being submitted to Step 2 of the Grievance Procedure, the grievance shall be reduced to writing. The written grievance must set forth all of the following:
- a) The date and time when the grievance arose;
 - b) A statement of the grievance and facts;
 - c) The remedy requested;
 - d) The violation of the specific provision of the Agreement which 'is claimed; and
 - e) Signature of the aggrieved employee and his/her Union representative and/or Union delegate.
 - f) A grievance hearing shall be held if requested by either party in Step 2 and 3 of the Grievance Procedure.
- 7.4 Failure on the part of the Employer to answer a grievance at any step shall not be deemed acquiescence thereto, and the Union may proceed to the next step.

- 7.5 Any grievance shall be considered as settled on the basis of the last answer of the Employer if not appealed to the next step or to arbitration within the time limitations set forth herein. Time is of the essence.
- 7.6 Anything to the contrary herein notwithstanding, a grievance concerning the discharge or suspension may be presented initially at Step 3 in the first instance, within the time limit specified in Section 2 of this Article.
- 7.7 All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays, and stated holidays as provided herein.
- 7.8 A grievance which affects a substantial number or class of employees; and which the Employer representative designated in Steps 1 and 2 lacks authority to settle, may initially be presented at Step 3 by the Union representative.

ARTICLE 8: ARBITRATION

- 8.1 A grievance, as defined in the grievance procedure provision, which has not been resolved there under, may, within thirty (30) calendar days following the Employer's answer at Step 3 of the grievance procedure, be referred by the Union to the American Arbitration Association for arbitration under the Association's voluntary labor arbitration rules.
- 8.2 The fees and expenses of the American Arbitration Association and the Arbitrator shall be borne equally by the parties. Each party shall bear the expense of its own witnesses.
- 8.3 The award of the Arbitrator hereunder shall be final, conclusive and binding upon the Employer, the Union and the employees.
- 8.4 In the event that two or more grievance become ready for arbitration at the same time in the grievance procedure, there shall be a separate arbitrator selected and assigned to each case and a separate date fixed for each hearing. The parties, however, by mutual consent, can agree to have two or more cases heard on the same date by the same arbitrator.
- 8.5 The arbitrator shall have the authority only to interpret and apply the provisions of the Agreement, and shall have no authority to add to, detract from or alter its terms, and shall have no authority to rule upon management prerogatives including, without limitation thereto, standards of service, matters involving the over-all budget, utilization of technology, organization structure, selection and direction of personnel, or other matters of inherent managerial policy.
- 8.6 All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays, or holidays.
- 8.7 ***Retroactivity.*** Awards or settlements of grievances shall in no event be made retroactive beyond the date on which the grievance was first presented in Step One of the Grievance Procedure except if the grievance concerns an error in the employee's rate of pay, the proper rate shall be applied retroactively to the date the error occurred. All claims for back wages shall be limited to the amount agreed to by the Employer and the Union, or ordered by the arbitrator, as the case may be, less any unemployment compensation or other compensation that the aggrieved

employees may have received from any source during the period for which back pay is claimed other than compensation the employee received from a job held with another employer prior to discharge.

ARTICLE 9: DISCHARGE AND PENALTIES

- 9.1 The Employer shall have the right to discharge, suspend, or discipline any employee for just cause.
- 9.2 The Employer will notify the Union at its Philadelphia office in writing of any discharge or suspension within three (3) working days from the time of discharge or suspension. Notice shall be complete upon its deposit in the U.S. Mail (certified). If the Union desires to contest the discharge or suspension, it shall give written notice thereof to the Employer within five (5) working days. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedures set forth in this Agreement, however, commencing at Step 3 of the grievance procedure.
- 9.3 If the discharge or suspension of an employee results from conduct relating to a patient or customer and the patient or customer does not appear at the arbitration, the arbitrator shall not consider the failure of the patient or customer to appear as prejudicial.
- The term "patient" for the purpose of this Agreement shall include those seeking admission and those seeking care or treatment in clinics or emergency rooms, as well as those already admitted. Patient shall also include the patient's parents, immediate family and guardian.
- 9.4 All time limits specified herein shall be exclusive of Saturdays, Sundays, and holidays.

ARTICLE 10: NO STRIKE OR LOCK OUT

- 10.1 The Union, its officers, agents, representatives; and members agree that for the duration of this Agreement there shall be no strikes, sit-downs, sit-ins, slow-downs, picketing as related to the terms and conditions of this Agreement, cessation or stoppage or interruption of work, boycotts or other interference with the operations of the Employer or Presbyterian Medical Center.
- 10.2 Employees participating in any of the acts specified in Section 1 of this Article shall be subject to discharge by the Employer without recourse to the grievance and arbitration procedures.
- 10.3 The Union, its officers, agents, representatives, and members shall not in any way directly or indirectly authorize, assist, encourage, participate in or sanction any strikes, sit-downs, sit-ins, slow-downs, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Employer, or ratify, condone or lend support to any such conduct or action.
- 10.4 In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, sit-down, sit-in, slow-down, or cessation, interruption, or a stoppage of work, boycott or other interference with the operation of the Employer occur, the Union within twenty-four (24) hours, if requested by the Employer or Presbyterian Medical Center shall:

- a) Publicly disavow such action by the employees;
- b) Advise the Employer in writing that, such action by employees has not been called or sanctioned by the Union;
- c) Notify employees of its disapproval of such action and 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 instructing employees to return to work immediately.

10.5 The Employer agrees that it will not lock out employees during the term of this Agreement.

ARTICLE 11: SENIORITY

11.1 Bargaining unit seniority is defined as the length of time an employee has been continuously employed from the employee's starting date following his/her most recent date of hire. Employees employed by Presbyterian Medical Center prior to 6/6/93 will be red circled with their seniority date as of their date of hire with Presbyterian Medical Center. Bargaining unit seniority shall apply in the computation and determination of eligibility for all benefits when length of continuous service is a factor pursuant to this Agreement.

- 11.2
 - a) An employee's seniority shall commence after the completion of his/her probationary period and shall be retroactive to his/her starting date following his/her most recent date of hire.
 - b) Bargaining unit seniority shall accrue during a continuous authorized leave of absence without pay provided that the employee returns to work immediately following the expiration of such leave of absence, during an authorized leave with pay not to exceed six (6) months.
 - c) Temporary employees as defined in Article 1 hereof shall have no seniority during the time they occupy the status of temporary employees, but should any temporary employee become a permanent employee, then his/her seniority shall be retroactive up to the date of employment and such time shall be counted towards the probationary period.
 - d) Part-time employees who are regularly scheduled to work 16 or more hours per week shall accrue seniority.

11.3 An employee's seniority shall be lost for any of the following reasons:

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

letter or telegram will be sent to the Union. This period may be extended by the Employer if the employee gives a reason satisfactory to the Employer;

- f) If an employee is absent for more than two (2) consecutive workdays without notification to the Employer, unless such employee presents a reason which is satisfactory to the Employer

11.4 **Layoff**

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

11.5 **Recall From Layoff**

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

11.6 **Promotion And Transfer**

Vacancies in the bargaining unit shall be posted for one (1) week. These positions shall include all information as it pertains to the department (environmental services or distribution services), qualification, shift and job duties. Employees who bid on an open position shall be selected for

promotion or transfer based on their present ability and qualifications to perform the job. Should two or more employees have the same relative present ability and qualifications to perform the job and if there is not one employee who is better able and more qualified, then the bidder with the greatest bargaining unit seniority shall be selected. An employee who successfully bids or is transferred into a vacant position shall be ineligible to bid on other positions outside of his/her department until the employee has been in the new position for a period of six (6) months.

- 11.7 The Employer has the right to determine the qualifications of employees for promotional purposes. If the Employer determines that any employee who is promoted or transferred or who exercises a bumping right is not qualified for the job or is not performing the work satisfactorily, Employees shall have the right to bump back to their prior position within the first forty-five (45) day period. If the Employee is unable to return to the prior position, the layoff provisions of the contract shall apply. The Employer's decision shall not be subject to the grievance and arbitration provision of the contract.
- 11.8 The Employer will make every effort to transfer or promote successful bidders to their new positions within four weeks of the selection. Such period may be extended for an additional two weeks upon notification by the Employer to the Union.

ARTICLE 12: HOURS OF WORK

- 12.1 The normal work week for regular full-time employees shall be forty (40) hours of work. Time used for meals shall not be counted as time worked. The foregoing provisions of this section shall not be construed as guaranteeing any number of hours of work per day, or per week, or days of work per week. Employees shall report dressed and ready for work at their job location and quit work at their job location at the time designated by the Employer at the beginning and end of their regular workday, unless expressly assigned to overtime or work by the Employer.
- 12.2 Time and one-half an employee's regular straight time hourly rate will be paid for all time worked in excess of forty (40) hours in any one week. In computing overtime, the following paid absence will be counted as time worked: holidays and vacations.
- 12.3 Full-time employees shall receive two (2) rest periods of fifteen (15) minutes each and a one-half (1/2) hour unpaid lunch break in each working day as assigned by the Employer to each employee. Part-time employees working more than four (4) hours in a working day shall receive one (1) rest period of fifteen (15) minutes as assigned by the Employer. Part-time employees who work eight (8) or more hours in a working day shall receive the same rest periods as full-time employees.
- 12.4 The Employer will endeavor insofar as it may be practicable to distribute overtime relatively equally among the available qualified employees who are regularly employed in such work within the classification and within the department where the overtime occurs. An employee shall be considered to have worked the overtime if he/she is offered and declines overtime work, is absent from work when he would have been offered overtime work or is not available when called for overtime work. If no employee makes himself available then the least senior available employee qualified to do the work must work the overtime on a rotating basis.

- 12.5 When two or more types of overtime or premium compensation are applicable to the same hours of work, only the higher rate of compensation shall be paid. In no event shall overtime or premium compensation be duplicated or pyramided.
- 12.6 An employee reporting for work who has not been notified not to report for work shall be given four (4) hours work or four (4) hours pay at his regular straight time hourly rate. The provisions of this Section shall not apply in the event of strikes, slow-downs, work stoppages, picketing, failure of utilities, or any other interruption of operation beyond the Employer's control.
- 12.7 Employees will be docked for lateness for actual time late.
- 12.8 No employee shall be required to work more than sixteen (16) consecutive hours.
- 12.9 In the event that the Employer wishes to change an employee's permanent starting time, the Employer shall notify the employee of such change at least two (2) weeks in advance. The Employer agrees to post employees' schedules at least two (2) weeks in advance.

ARTICLE 13: SAFETY AND UNIFORMS

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

13.2 **Uniforms**

- a) The Employer shall provide at least four (4) sets of uniforms each year for full time employees, two (2) for part time employees. Employees will have the option of long or short sleeve shirts.
- b) The Employer will provide at no cost to the Employee one (1) pair of slip resistant sneakers per year per employee. If the safety shoes are damaged as a result of a work place incident, the shoes will be replaced by the Employer.
- 13.3 The Employer shall make available foul weather gear for all employees required to work outdoors. Wind breakers or Lite Jackets for summer and heavy jackets with liners in fall and winter shall be provided as follows:
- a) Full Time Environmental Services Associates and Distribution workers whose position requires them to work outside the main buildings will be provided with four (4) uniforms, one (1) lined winter coat and one (1) wind breaker annually
- b) Full time Patient Transporter will be provided with four (4) uniforms, one (1) lined winter coat and one (1) wind breaker annually.
- c) Part-time employees required to work outside the main buildings will be provided with two (2) uniforms, one (1) lined winter coat, and one (1) wind breaker annually.

ARTICLE 14: UNPAID LEAVES OF ABSENCE

14.1 An employee who is absent due to verifiable illness or on a maternity leave, injury or other disability which prevents the employee from performing his/her work will be granted a medical leave of absence for a period of up to six (6) months. The employee shall return to his/her

original job or a comparable position with seniority if available. The Employer will also comply with the provisions of the Family and Medical Leave Act.

- 14.2 **Military Leave.** Leave of absence for the performance of duty with the United States Armed Forces or with a reserve component thereof, shall be granted in accordance with applicable law.
- 14.3 **Union Business.** A leave of absence for a period not to exceed two (2) years shall be granted to employees with one (1) or more years of bargaining unit seniority in order to accept a full-time position with the Union, provided that such leaves will not interfere with the operations of the Employer or provided further that not more than one (1) employee can be on any such leave at any one time.
- 14.4 **Other Leaves.** For employees who have one (1) year or more of service other leaves of absence without pay or benefits for other reasons will not be unreasonably denied by the Employer. Such leaves of absence will be granted for a period of up to three (3) months which may be extended an additional three (3) months. Such leaves of absence will not be granted if they would interfere with the operations of the Employer.
- 14.5 **Training And Upgrading Leave Of Absence.** An Employee who has been accepted for training under the Philadelphia and Vicinity Health Care District 1199C Training and Upgrading Fund shall be given an unpaid leave for a minimum of one (1) month and a maximum of two (2) years.
- 14.6 **Leave Of Absence.** The employee's request for a leave of absence shall not be denied unreasonably. Such leave of absence shall not be granted if it would interfere with the operations of the Employer. Employees taking unpaid leave shall be entitled to return to their original or comparable positions, as provided in Section 1, provided the employee commits that he/she will definitely return to work at the time the leave of absence is requested and provides the Employer with the approximate date he or she will return to work.
- 14.7 **Employment During Leave Of Absence.** An employee on leave of absence who, without the specific written consent of the Director of Human Resources, engages in paid employment of any kind during the period of absence, shall be terminated as having abandoned his/her position. Date of termination will be the last day worked.
- 14.8 **Frequency Of Unpaid Leave Of Absence.** An employee will not be eligible for an additional unpaid leave of absence until one year has elapsed since he/she returned from an unpaid leave of absence, unless it is essential for the health of the employee, spouse, child, mother-in-law, father-in-law, brother, sister, grandparent and grandchild.

ARTICLE 15: UNION ACTIVITY VISITATION AND BULLETIN BOARDS

- 15.1 No employee shall engage in any Union activity, including the distribution of literature, which could interfere with the performance of work during his/her working time or in-patient areas of the Hospital at any time.
- 15.2 Upon receiving permission (which shall not be unreasonably withheld) from the Employer's General Manager, or his/her designee, a representative of the Union shall be admitted to a designated area for the purpose of conducting legitimate Union business in accordance with the

provisions of this Agreement with the Employer or authorized Union representatives. Such visit shall not interfere with the operation of the Employer or Hospital.

- 15.3 The Employer shall provide one bulletin board at each Department time dock location which shall be used for the purpose of posting proper official Union notices.
- 15.4 The Employer will recognize Union Delegates. The work schedules of employees elected as Union Delegates shall be adjusted to permit attendance at regular delegate assembly meetings held in the evening provided that the Employer's operations shall not be impaired and provided further that said delegate gives his/her supervisor fifteen (15) days advance notice of the meeting.
- 15.5 Each delegate will be eligible to schedule three (3) days off each year of which will be paid by the Employer for Union business. Delegates may also use vacation or personal days if needed for union business.

ARTICLE 16: EFFECT OF LEGISLATION – SEPARABILITY

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

ARTICLE 17: PAST PRACTICE

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

ARTICLE 18: SHIFT DIFFERENTIAL

- 18.1 All employees who work 50% or more of their shift between 3:00 p.m. and 7:00 a.m. shall be paid a shift differential of eighty cents (\$.80) per hour for all hours worked between 3:00 p.m. and 7:00 a.m., which shall be included in holiday, vacation pay and bereavement pay and will not be included in any other benefit or paid time off.

ARTICLE 19: HOLIDAYS

- 19.1
- a) With respect to regular full-time employees, the Employer will recognize eight (8) stated holidays (New Year's Day, Martin Luther King's Birthday, Norman Rayford Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas) and in addition, three (3) personal holidays. Part-time employees (working 16 hours or more per week) will be entitled to the stated holidays on a pro-rata basis based on the previous eight (8) work week's average prior to the holiday.
 - b) Part-time employees (working 16 hours or more per week) emergency Personal days will
 - c) Be eliminated and replaced with five (5) sick days per year and Part-time employees may carry over and accumulate up to a maximum of twenty-five (25) sick days.

Documentation will not be required for use of these days. These days may also be used for planned absences with notice to the Employer.

- 19.2 For full-time employees working less than twelve (12) months, the three (3) personal holidays will be prorated as follows:

| If Hired Between | Number of Personal Holidays Till End of Year |
|----------------------------|--|
| January through April | 3 |
| May through August | 1.5 |
| September through December | 0 |

- 19.3 Subject to the following provisions of this Article, a full-time employee shall receive their regular scheduled daily hours at their regular straight time hourly rate for each holiday not worked including shift differentials but excluding all other premiums.
- 19.4 Employees shall not be entitled to any paid holidays until they have completed their probationary period.
- 19.5 In order to be eligible for holiday pay an employee must have worked his/her scheduled hours on the workday immediately preceding and immediately following each holiday.
However, a prescheduled personal holiday or a prescheduled vacation day will be deemed a day worked for purposes of this section.
- 19.6 Recognizing that the Employer works every day of the year and that it is not possible for all employees to be off the same day, the Employer shall have the right, at its sole discretion, to require any employee to work on any of the holidays herein specified. The Employer shall, however, take seniority into account on a rotating basis in determining which employee shall not be required to work on a holiday. If an employee is scheduled to work on a holiday but fails to report for and perform such work, the employee shall not receive any holiday pay under Section 3 hereof or a compensatory day off. The provision of this section shall be waived by the Employer in case of an employee who is prevented from reporting to work because (a) illness or injury provided that the Employer may require evidence of such illness or injury; and (b) of a death in the immediate family as defined in Article 22 Section 1 hereof.
- 19.7 Subject to the provision of Section 8 hereof, employees required to work on a personal holiday shall be paid at their regular straight time hourly rate plus shift differential, if applicable, and in addition, shall be scheduled one day off with pay of the employee's preference, provided it does not conflict with the department's staffing needs, but such employees shall not be entitled to any pay under Section 3 hereof. The prescheduled compensatory day off must be scheduled within thirty (30) days of the holiday.
- 19.8 Employees required to work on the stated holidays listed in Section 1 of this Article shall be paid at time and one-half (1-1/2) their regular rate -plus shift differential, if applicable and, in addition, shall be scheduled one day off with pay of the employee's preference, provided it does not conflict with the department's staffing needs, but such employees shall not be entitled to any pay under Section 3 hereof. The prescheduled compensatory day off must be scheduled within thirty (30) days of the holiday.

- 19.9 Personal holidays must be requested one (1) week in advance of posting the schedule and approved by the department head or supervisor. Personal holidays must be taken in the year earned. Personal holidays may be taken on an emergency basis in the event of an emergency, provided that the Employer may require reasonable evidence of the existence of the emergency in order for the personal holiday to be given. When an employee uses this benefit, it shall not be counted toward the absenteeism policy.
- 19.10 Stated holidays which fall on a Saturday will be observed on the preceding Friday and stated holidays which fall on Sunday will be observed on the Monday following.
- 19.11 If a stated holiday falls during an employee's vacation, at the option of the Employer, the vacation shall be extended by one day or the employee shall receive an extra day's pay at his regular straight time hourly rate. In making the determination, the Employer will take into consideration the employee's express preference.

ARTICLE 20: VACATIONS

- 20.1 All regular full-time employees on the active payroll of the Employer shall be entitled to vacation with pay at their regularly scheduled weekly hours as follows:
- a) An employee who completes one year or more of continuous service shall receive two (2) weeks' vacation with pay.
 - b) An employee who completes eight (8) full years or more of continuous service shall receive three (3) weeks' vacation with pay.
 - c) An employee who completes 12 full years or more of continuous service shall receive four (4) weeks' vacation with pay.
- 20.2 Vacation pay shall be paid at the employee's regular straight time hourly rate, including shift differential, but excluding all other premiums.
- 20.3 When scheduling vacations, the Employer, to the fullest extent practicable, shall give consideration to the seniority of an employee in the designation of the time for his/her vacation.
- 20.4
- a) Vacation shall be earned on an anniversary basis.
 - b) Vacation earned must be taken no later than the close of the anniversary year following the anniversary year during which it was earned. An employee who does not take all of his earned vacation during his vacation year may carry over into the following vacation year a maximum of one-half (1 /2) of his/her earned vacation days. These carried-over days must be taken in the vacation year immediately following the year they were earned or the days shall be forfeited and the employees shall not receive pay in lieu thereof.
 - c) Employees will not be compensated for vacation time not taken.
 - d) No part of an employee's scheduled vacation may be charged to sick leave.
- 20.5 An employee shall be paid his vacation pay before starting his/her vacation provided that the request for payment is submitted two (2) weeks in advance of the scheduled vacation.
- 20.6 Employees who fail to work the full twelve (12) months before their anniversary year shall receive a pro-rated vacation. In computing the length of a vacation to which an Employee is

entitled, paid leaves will be counted but unpaid leaves exceeding thirty (30) days will not be counted.

- 20.7 Employees who are discharged for cause shall be entitled to pro-rata vacation pay; employees who quit without proper notice shall not be entitled to any vacation pay unless it was impossible to give proper notice.
- 20.8 Regularly scheduled part-time employees (working 16 hours a week or more) will receive a pro-rated vacation. Effective 2/1/99 part-time employees will be paid vacation pay based on their average hours worked per week in the previous calendar year.

ARTICLE 21: SICK LEAVE

- 21.1 Regular full-time employees who have completed their probationary period shall be entitled to paid sick leave earned at the rate of one day for each month of continuous active employment, retroactive to their starting date following their most recent date of hire, up to a maximum of twelve (12) days per year, provided however, that no. employee may accrue or accumulate more than seventy-five (75) days of sick leave. Employees who at the signing of this Agreement had sick leave accumulations of greater than 75 days would retain such accumulation but will not increase them. Employees who were receiving thirteen (13) days of sick leave per year as of 1/1/94 will be red circled and continue to receive thirteen (13) days per year.
- 21.2 Pay for any day of sick leave shall be at the employee's regular straight time hourly rate.
- 21.3 To be eligible for benefits under this Article, an employee who is absent due to illness or injury must notify his supervisor at least (1st shift one (1) hour, 2nd shift two (2) hours, 3rd shift three (3) hours) before the start of his regularly scheduled work day unless proper excuse is presented for the employee's inability to call. The Employer may require proof of illness hereunder.
- 21.4 Employees who have been on sick leave may be required to be examined by the Employer's health service physicians before being permitted to return to duty.
- 21.5 Unused accrued sick leave will not be paid at termination of employment for any reason whatsoever. Employees who formerly worked for Presbyterian Medical Center with seniority dates prior to 6/6/93 will be red circled, upon retirement shall be paid for any accumulated sick days up to a maximum of thirty-seven and one-half (37.5) days. In determining this benefit, the parties will refer to the letter from Sodexo to District 1199C dated September 11, 2002 from David Bradford. See Section 1.
- 21.6 No sick leave will be accrued in cases of layoff or unpaid leaves of absences.
- 21.7 Employees who are absent due to illness or accident covered by Workmen's Compensation, may use regular accrued sick benefits, any earned vacation benefits and any or all personal holidays to cover an absence not paid by Workmen's Compensation.
- 21.8 Employees may use sick days for visits to Doctor or Dentist or for an approved Family Medical Leave Act event.

ARTICLE 22: PAID LEAVES

- 22.1 In the event of a death in the immediate family of a regular full-time or part-time (sixteen (16) hours or more per week) employee, who has completed his/her probationary period, such employee, upon request, shall be granted a maximum of three (3) days off with pay and shall receive pay at his/her regular straight time hourly rate including shift differential provided that the absences occur on the employee's regularly scheduled workdays. Employees shall be entitled to one (1) day off under this paragraph in the event of death of stepparent or stepchildren. An employee may elect to take one earned vacation day or one earned optional holiday at the time of a funeral leave as provided herein. Immediate family means spouse, child, parent, sister, brother, mother-in-law, father-in-law, grandparent and grandchild. Proof of death and verification of relationship may be required.
- 22.2 All regular full-time and part-time (working sixteen (16) hours or more per week) employees who have completed their probationary period and who are called, not volunteered, to serve as jurors shall receive their regular pay, less their pay as jurors, for each work day, up to a maximum of twenty-six (26) weeks, while on jury duty but which shall not include "on-call" jury time when an employee is able to be at work. The receipt of a subpoena or a notice to report for jury duty must be reported immediately to the Director of Operations of the Employer and the Employer may request that an employee be excused or exempted from such jury duty if, in the opinion of the Employer, the employee's services are essential at the time of the proposed jury service. Regular pay as used herein means the employee's basic daily rate exclusive of shift differential, overtime and any other premiums, but includes pay for any stated holiday under Article 19.
- 22.3 All regular full-time and part-time (working sixteen (16) hours or more per week) employees who have completed their probationary period and who are members of a reserve component in the United States Armed Forces and as such are required to attend a two week military training period shall receive their regular pay, less their pay from the military for such duty, for a period not to exceed ten (10) working days per year. Regular pay used herein means the employee's basic daily rate exclusive of shift differentials, overtime and any other premiums. Employees who were receiving more than ten (10) working days per year as of 1/1/94 will be red circled and will continue to receive same.

ARTICLE 23: HEALTH AND WELFARE

- 23.1 Effective the first of the month following the ninetieth (90th) calendar day of employment, all regular, full-time employees shall be eligible to participate in the health, dental and life/disability insurance programs provided by the Employer as set forth in those plans. The Employer shall make available the health, dental, vision and life/disability insurance programs generally made available to regular, full-time hourly employees in the state and the division where the unit is located, including any changes that Sodexo may make from time to time to such plans ("Standard Benefits Plans").

23.2 Fulltime employees shall be eligible to participate in the following Sodexo Standard Plan cost structure only.

| Level Of Coverage | Employer Share of Premium | Employee Share of Premium |
|---------------------|---------------------------|---------------------------|
| Employee Only | 80% | 20% |
| Employee + Spouse | 80% | 20% |
| Employee + Children | 80% | 20% |
| Employee + Family | 80% | 20% |

The Employer shall deduct the employee’s share of the premium for each paycheck on a pre-tax basis.

23.3 **Dental Plan.** The Employer shall pay its share of weekly dental premium costs as set forth in the Standard Benefits Plans. The Employer shall deduct the employee’s share of the premium for each paycheck on a pre-tax basis.

23.4 **Life Insurance.** The Employer shall provide Free Basic Life Insurance in accordance with the Standard Benefits Plans, the benefit amount of which is currently ten thousand dollars (\$10,000.00). As provided in the Standard benefits Plans, employees may elect at their own expense to purchase additional life insurance coverage. The terms of the coverage and the cost to the employee of such coverage shall be as set forth in the Standard Benefits Plans. Life Insurance for employees hired prior 02/01/2013

- a) Full-Time Employees who work thirty (30) or more hours per week and completed their probationary period will receive thirty thousand dollars (\$30,000). Twenty thousand dollars (\$20,000) will be paid by the employer self-insurance policy and Ten thousand dollars (\$10,000) from the employer’s Standard Medical Plan.
- b) Part-time employees who work sixteen (16) hours but less than thirty 30 hours per week will receive life insurance in the amount of fifteen thousand dollars (\$15,000).

23.5 **Vision Plan.** The Employer shall provide a Vision Plan under the terms as set forth in the Standard Benefits Plans.

23.6 **Disability Insurance.** The Employer shall provide Short-Term and Long-Term Disability under the terms as set forth in the Standard Benefits Plans.

23.7 **Premium Changes.** The employer shall continue to make reasonable efforts to control premium amounts for coverage under the Standard Benefit Plans. The total premiums will be adjusted annually consistent with the Employer’s policies and practices regarding the Standard Benefits Plans. Employer’s and employees’ proportionate shares of premiums for the health plans in subsequent calendar years shall be established as set forth in Section 2 above.

23.8 **Eligibility To Participate.** Each employee’s eligibility to participate in the Standard Benefits Plans in each insurance plan year shall be determined on the basis of the employee’s hours worked or paid (as such hours are defined by the Employer with respect to the eligibility of employees generally to participate in the Standard Benefits Plans) in the fifty-two (52) week period ending on the last day of the first payroll period in the October preceding the commencement of such insurance plan year, or such other date in October of each year as the

Employer's Corporate Benefits Department shall select (for example, the eligibility of employees to participate in the Standard Benefits Plans in 2016 will be determined on the basis of the hours worked or paid in the fifty-two (52) week period commencing October 4, 2014 and ending October 2, 2015). No employee shall fail to be classified as full-time due to time spent on FMLA, Military (USERRA) or Temporary Unit Closing (TUC) Employees who have been employed for less than one year as of the measurement date shall be classified as full-time or part-time in accordance with the procedures used by the Employer to classify partial-year employees under the Standard Benefits Plans. In no event will an employee's classification or change in classification be effectuated in a manner that violates the Affordable Care Act ("ACA" or other applicable law. Nothing in this Article shall be construed to alter the definitions of full-time and part-time employees set forth in Article 2 of this Agreement, it being understood, however, that such definitions do not apply to the determination of eligibility to participate in the Standard Benefits Plans, which shall be determined solely in accordance with the terms and conditions applicable to such plans.

- 23.9 **Waiver.** By agreeing to participate in the Employer's Standard Benefits Plans, the Union agrees that any dispute, grievance, question or controversy concerning the interpretation or application of the Standard Benefits Plans shall be determined and resolved in accordance with the procedures set forth in the applicable plan documents and shall not be subject to the grievance and arbitration provisions of this Agreement. The Union further agrees that the employer, as Plan Sponsor of the Standard Benefits Plans, has reserved the right to unilaterally amend, modify or terminate the Standard Benefits Plans, in whole or in part, without bargaining with the Union. The Employer agrees to notify the Union in advance of the effective date of the plan changes.
- 23.10 **Short Term Disability.** (for employees hired prior 02/01/2013) Will be provided by the employer at no cost to the employee. The sum of three hundred (\$300) per week to maximum of twenty-six (26) weeks. Eligible Full-Time employees following their ninety (90) days Probation will have a seven (7) day waiting period. Employees may use accumulated sick leave hours to satisfy the waiting period before short term disability benefits are paid.

ARTICLE 24: TRAINING FUND

- 24.1 The Employer shall contribute monthly to the Trustees of the Philadelphia Hospital and health Care-District 1199C Training and Upgrading Fund a sum of money equal to one and one-half (1 1/2%) percent of the gross payroll for all employees covered by this Agreement who have satisfactorily completed their probationary period.
- 24.2 Contributions so received by the Trustees shall be used to study hospital manpower needs, including shortages in entry-level jobs, upgraded positions and credential jobs; to develop career ladders, and to subsidize employees in training and, when necessary, the costs of training in areas of manpower shortages. Such program shall be administered under an Agreement and Declaration of Trust. The Trustees of such Training and Upgrading Fund, in addition to the monies received from hospitals, shall attempt to secure such additional funds as may be available from public or other private sources. In addition, the Trustees shall seek community cooperation in such programs.

- 24.3 The Trustees of the Training and Upgrading Program shall be composed of an equal number of representatives designated by the union and by the Hospitals. Such Trust Agreement shall provide for bloc voting and for the resolution of any dispute or deadlock between or among the Trustees by arbitration, as provided elsewhere in this Agreement.
- 24.4 The Employer agrees to make available to the Fund such records of employees as classifications, names, social security numbers, and accounts of payroll and/or wages paid which the Fund may require in connection with the sound and efficient administration of the Fund or that may be so required in order to determine the eligibility of employees for Fund benefits, and to permit an Accountant for the Fund to audit such records.

ARTICLE 25: LEGAL FUND

- 25.1 The Employer shall contribute monthly to the Trustees of the District 1199C, National Union of Hospital and Health Care Employees Group Legal Services Fund (hereinafter referred to as "Group Legal Services Fund") a sum of seven and one-half cents (\$0.075) per hour per employee for all hours paid for all employees covered by this Agreement who have satisfactorily completed their probationary period. Effective March 1st, 2006 the above amount shall be increased to ten cents (10¢) per hour.
- 25.2 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.
- 25.3 The Trustees of the Group Legal Services Fund shall be composed of an equal number of representatives designated by the Union and by the hospitals which contribute to the Fund, The Trust Agreement shall provide for bloc voting and for the resolution of any dispute or deadlock between or among the Trustees by arbitration, as provided in the said Trust Agreement.
- 25.4 Together with the periodic payments herein provided, the Employer shall submit regular monthly reports in such form as may be necessary for the sound and efficient administration of the Fund.
- 25.5 The Employer agrees to make available to the Fund such records of Employees as classifications, names, social security numbers, and accounts of payroll and/or wages paid which the Fund may require in connection with the sound and efficient operation of the Fund or that may be so required in order to determine the eligibility of Employees for Fund benefits, and to permit an Accountant for the Fund to audit such records.

ARTICLE 26: PENSION FUND

- 26.1 The Employer (Sodexo) shall contribute to the Pension Fund for hospital and Health Care Philadelphia and Vicinity at rates of gross payroll as set forth below:

| | |
|------------------------|------------------------|
| Effective July 1, 2018 | 22.55 of gross payroll |
| Effective July 1, 2019 | 21.5% of gross payroll |

Employees who were former Presbyterian Medical Center employees and were hired on 6/6/93 and who will have five (5) years of service as of June 25, 1995 will be vested in the Presbyterian Medical Center Pension Plan on June 25, 1995 provided they are still employed on that date.

- 26.2 Such payments by the Employer shall be made monthly based upon the previous month's payroll.
- 26.3 The Fund shall be administered under the terms and provisions of the Agreement and Declaration of Trust and any amendments thereof which provide for equal representation by the Union and the Employer contributing to said Fund and that any dispute whatsoever that may arise or deadlock that may develop between such Trustees shall be submitted in arbitration before an arbitrator or umpire, except as may be otherwise provide for in said Agreement and Declaration of Trust, and his decision shall be final and binding.
- 26.4 An independent audit of the Pension Fund for Hospital and Health Care Employees Philadelphia and Vicinity shall be made annually and a statement of the results thereof shall be furnished to the Employer.
- Together with the periodic payments herein provided, the Employer shall submit regular monthly reports in such form as may be necessary for the sound and efficient administration of the Fund.
- 26.5 Such Fund at all times shall take whatever action is necessary to secure and retain approval of the U.S. Internal Revenue Service as a qualified pension fund.
- 26.6 The Employer agrees to make available to the Pension Fund for Hospital and Health Care Employees - Philadelphia and Vicinity any such records of employees as names, classifications, dates of hire, hours of work, social security numbers, accounts of payroll and/or wages paid, and dates of termination or leave which the Fund may require in connection with the sound and efficient operation of the Funds or that may be so required by ERISA in order to determine the eligibility of employees for Fund benefits, and to permit an accountant for the Fund to audit such records.

ARTICLE 27: WAGES

27.1 Across the Board Increases

| | |
|----------------------------|-----------------------------------|
| Effective February 1, 2019 | 2.5% (retro-active to 02/01/2019) |
| Effective February 1, 2020 | 2.5% |
| Effective February 1, 2021 | 2.5% |
| Effective February 1, 2022 | 2.5% |

27.2 Wage Rates

| Effective 2/1/19 | Probation | Post Probation |
|---------------------------------|-----------|----------------|
| EVS – Housekeeper | \$15.30 | \$16.70 |
| Transport – Patient Transporter | \$15.58 | \$16.70 |
| Transport – Linen | \$15.48 | \$16.70 |
| Call Center – Dispatcher | \$15.06 | \$16.70 |

Effective 2/1/20, the rates above will increase by 2.5%

Effective 2/1/21, the rates above will increase by 1.75%

Effective 2/1/22, the rates above will increase by 1.75%

The parties agree that a post probation employee will receive each of the above across the board increases (Section 1) or an increase to the wage rate above, whichever is greater.

27.3 **Differentials** – 25 cents per hour for the bargaining unit members performing the following tasks on a consistent basis:

- Moving (furniture)
- Stripping and finishing floors
- Scrubbing and refinishing
- Carpet extracting and bonneting

27.4 When an employee is assigned the duty to train a newly hired or transferred employee, he/she shall receive a one dollar (\$1.00) per hour training differential.

27.5 Employees shall be paid in accordance with the Employers payroll system. The Employer will notify the Union at least thirty (30) days before any change is made.

27.6 Wages shall be paid by check, direct deposit or electronic money card as determined by the Employer, subject to the applicable law.

ARTICLE 28: LABOR MANAGEMENT COMMITTEE

28.1 The Employer and Union agree that there shall be a Labor-Management Committee consisting of no more than four union delegates and one additional person for each shift making a total of 7 individuals from each party. Committee members shall be designated, in writing, by each party to the other. Meetings will be held at mutually agreeable times and places so as to apprise the other of Problems, concerns, and suggestions related to the operations and the work force, all with the aim of promoting better understanding between the parties. Meetings will be held within 15 days after either party so requests, but not more than once every two (2) months. A written agenda shall be established for each meeting. Such meetings shall not be construed as opening the Agreement for negotiations, nor shall any subject matter at the meetings constitute a step in the grievance procedure. Employees shall be paid at their regular hourly rate for time spent at Labor-Management Committee meetings.

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

ARTICLE 29: TEMPORARY TRANSITIONAL DUTY PROGRAM

29.1 In order to facilitate the return to work of an employee who has suffered an on-the-job injury or illness, the Company may implement a Temporary Transitional Duty program, to provide a temporary, modified work assignment until the employee reaches Maximum Medical Improvement, but in no case longer than ninety (90) calendar days.

- 29.2 Prior to offering a Temporary Transitional Duty assignment to an employee, the Company will give the Union three business days' notice of the proposed position and modifications. If the Union objects to the assignment for good cause, the Company will delay implementation of the proposed assignment for up to five additional business days, during which time the parties will meet (in person or by telephone) to review and attempt to resolve the Union's objections. If the parties are unable to agree, the Company may proceed with the implementation of the assignment and the Union may pursue the matter through the grievance and arbitration procedure.
- 29.3 No employee shall be disciplined for rejecting a Temporary Transitional Duty assignment. However, the rejection may have an impact on the employee's entitlement to workers' compensation benefits, depending on the applicable state workers' compensation law.
- 29.4 Nothing herein shall be deemed to require the Company to offer a Temporary Transitional Duty assignment to any employee. No Temporary Transitional Duty assignment may be extended beyond ninety (90) days. No Temporary Transitional Duty assignment may become permanent without the express written consent of the parties.
- 29.5 Nothing herein shall be construed to add to or diminish the obligations of the parties under the Americans with Disabilities Act and/or state or local law relating to accommodation of disabilities.

ARTICLE 30: DURATION

- 30.1 This agreement shall go into effect February 1, 2019 and shall continue in full force and effect until midnight January 31, 2023 and thereafter from year to year unless either party gives written notice to the other sixty (60) days prior to the expiration date or of any succeeding yearly expiration date of a desire to negotiate with respect to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective names by their respective representatives thereunto duly authorized.

SODEXO, INC.

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

Armand J. Prizn 6/26/19
Joe McLaughlin 6/27/19

CA 6/28/19

EXHIBIT A: DUES CHECK-OFF

| 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 Center)
 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 CENTER 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 CENTER 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 CENTER and the UNION, which shall be shorter, unless written notice is given by me to the CENTER 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 CENTER and the UNION, which occurs sooner.

This authorization is made pursuant to the provisions of applicable law including section 302D of the Labor Management Relations Act of 1947.

Print Name _____ Soc. Sec. No. _____

**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 _____

EXHIBIT C: POLITICAL ACTION CHECK-OFF

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 yr.** **Social Security No.** _____

Signature _____ **Date** _____

Register and Vote!

**District 1199C Political Action Fund
Check-Off Authorization**

Date _____

To: _____
(Name of Center)

You are hereby authorized to deduct from my wages or salary the sum of \$ _____ per year, 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 Center. 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** _____