

**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**

**EFFECTIVE: July 1, 2021**

**EXPIRATION: June 30, 2024**

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## **PREAMBLE**

This Agreement entered into this 1st day of July by and between ARAMARK MANAGEMENT SERVICES LIMITED PARTNERSHIP hereinafter referred to as the "Employer," and National Union of Hospital and Health Care Employees, and its affiliate District 1199C, AFSCME, AFL-CIO, hereinafter referred to as "Union", is for the purpose of establishing conditions of employment for covered employees and for the promotion of cooperation and harmony between the Employer and its employees who are represented by the Union.

All references to "Employee" mean "Union" bargaining unit Employees only.

## **ARTICLE 1 - RECOGNITION**

**Section 1.** The Employer recognizes the Union as the exclusive representative for purposes of collective bargaining with respect to terms and conditions of employment for all full-time and regular part- time Maintenance Mechanic, Maintenance Mechanic II, Maintenance Mechanic/Plumber, HVAC Mechanic, Painting supervisor, Custodian, Part-time Custodian, Custodian On-Call and Housekeeping Employees employed by the Employer at 320 South Broad Street, Philadelphia, Pennsylvania facility (as described in National Labor Relations Board Certification of Representative in Case 4-RC-064043), and excluding management level employees, supervisors, first level supervisors, professional employees, confidential employees and guards as defined by the National Labor Relations Act, employed by the Employer, and all others not specifically listed heretofore as belonging in the bargaining unit, including but not limited to seasonal employees, temporary employees, employees of subcontractors and independent contractors.

## **ARTICLE 2 - CLASSIFICATION OF EMPLOYEES**

**Section 1.** Full-Time Employee: An Employee of the Employer who regularly works forty (40) hours per week.

**Section 2.** Part-Time Employee: An Employee of the Employer who regularly works less than thirty (30) hours per week.

**Section 3.** Temporary Employee: An Employee who does not have a reasonable expectation of continuous employment with the Employer is specifically excluded from the bargaining unit. An individual temporary employee will not work more than twelve (12) consecutive months.

**Section 4.** Student Employees: The Employer shall be permitted to utilize student employees to perform work consistent with its past practice and under no circumstances shall such students be considered part of the bargaining unit while they remain students of the University.

**Section 5.** Promotions and Transfer: Vacancies in the bargaining unit shall be posted for one (1) week. Employees who bid on an open position shall be selected based on their ability

and qualifications to perform the job. Should two (2) or more Employees have the same ability and qualifications to perform the job, then the bidder with the greatest classification seniority shall be selected. An employee who successfully bids or is transferred into a vacant position shall be ineligible to bid on other positions until the employee has been in the new position for a period of twelve (12) months.

### **ARTICLE 3 - USE OF GENDERS**

**Section 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**

**Section 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.

**Section 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**

### **Section 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.

**Section 2.** If any Employee or group of Employees represented by the Union should violate this Article, the Union through its proper officers shall act immediately upon receipt of notice to notify the Employer and such Employee or Employees in writing of its disapproval of such violation and will immediately order said Employee or Employees to promptly resume work. In the event the Union fails to fulfill its obligation under this Article with respect to any strike, sympathy strike, slowdown, sit-down, work stoppage, picketing or any other concerted activity which interrupts or tends to interrupt the full performance of work, it shall be liable to the Employer for all damages arising therefrom.

**Section 3.** Employees participating 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 shall be subject to discharge, which discharge shall not be subject to the grievance and arbitration provision of this Agreement.

### **Section 4. No Lockouts**

The Employer agrees not to engage in any lockout during the term of this Agreement. Complete or partial reduction of operations for economic reasons shall not be considered a lockout.

## **ARTICLE 6 - UNION SECURITY**

**Section 1.** It shall be a condition of employment that all Employees covered by this Agreement shall become and remain members of the Union on the 31<sup>st</sup> day of their employment. The requirement of membership under this Article is satisfied by the payment of the financial obligations of the Union's initiation fee and periodic dues uniformly imposed.

## **ARTICLE 7 - CHECK-OFF**

**Section 1.** With regard to each Employee to whom this Agreement is applicable and who voluntarily executes a form of authorization meeting applicable legal requirements, the Employer, upon receipt of said authorization, agrees to deduct the monthly dues from the first two (2) paychecks of the month on a monthly basis from the Employee's wages, and remit that money on a monthly basis the following month to the respective union within the time and manner and form as designated by the respective Union. If an Employee is on unpaid leave of

absence, or for any other reason has insufficient earnings to cover this deduction, then no such deduction will be made from that Employee for that month.

**Section 2.** The Employer assumes no obligation, financial or otherwise, arising out of the provision of this Article, and the Union shall indemnify and hold the Employer harmless for any claims, grievances, arbitrations, awards, suits, attachments, or other proceedings arising out of or by reason of any action taken by the Employer for the purpose of complying with any of the provisions of this Article.

## **ARTICLE 8 - UNION ACTIVITY, VISITATION AND BULLETIN BOARDS**

**Section 1.** The Employer recognizes the right of the Union to designate a delegate to assure implementation of the terms of this Agreement. The delegate shall be allowed sufficient time during working hours, without pay, to see that the terms and conditions of the Agreement are observed, provided that there is no interruption in the flow of work. The Employer reserves the right to postpone, but 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.

**Section 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.

**Section 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.

**Section 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.

**Section 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

**Section 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.

**Section 2.** Probationary Employees shall not be entitled to any benefits.

## ARTICLE 10 - HOURS OF WORK

**Section 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.

**Section 2.** Nothing in this Agreement shall constitute a guarantee of hours of work per day or of days of work per week. However, any Employee who reports to work at his scheduled time not having been notified not to report shall be provided with work or be paid for his regularly scheduled hours and be sent home.

**Section 3.** The Employer shall determine the starting and terminating time of each Employee consistent with the needs of the University. The Employer will post regular and rotating schedules.

**Section 4.** Employees will not be docked until seven (7) minutes after their scheduled starting time. However, any lateness will subject such Employee to progressive discipline notwithstanding that such Employee may not be docked until they are late more than seven (7) minutes.

**Section 5.** Employees within the same job classification may trade days off provided they do so within the same work week and provided it does not cost the Employer any additional money as overtime. Approval of the department head shall be required upon advance written notice of the Employee initiating the request.

## ARTICLE 11 - BREAKS AND MEAL PERIODS

**Section 1.** All Employees are granted unpaid lunch and paid break periods. Meal periods will be one-half (1/2) hour. Break periods, one (1) in the morning and one (1) in the afternoon, will be fifteen (15) minutes each at specified times. Break periods and meal periods may not be taken at the end of the workday. Employees must clock out and clock back in when taking their thirty (30) minute unpaid meal period. Breaks and meal periods may be adjusted from time to time depending on the needs of the business.

**Section 2.** In order to maintain steady productivity, an Employee must notify his or her Supervisor or other person authorized by him before leaving his or her work area, other than at the time assigned to him or her.

**Section 3.** Employees are not permitted to leave the plant or job site on break periods without permission of their Supervisor or other person authorized by him. You must punch out and back in when leaving the plant or job site even with permission.

**ARTICLE 12 - WAGES**

**Section 1.** All employees below the new starting rate will receive the new starting wage effective upon ratification.

All employees that have worked the previous full 12-month period prior to ratification, will be eligible for the new start rate plus the general wage increase unless already above the new starting wage, then they will only be eligible for the general wage increase.

All employees who have worked the previous full 12-month period prior to ratification, will receive their general wage increase retroactively to 7/1/21.

Effective Date	Wage Increase in all Hourly Rates
7/1/21	2.0%
7/1/22	2.0%
7/1/23	2.0%

**Start Rates:**

	Ratification	7/1/22	7/1/23
Custodian	\$14.25	\$14.54	\$14.83
Maintenance	\$21.00	\$21.42	\$21.85
HVAC	\$26.00	\$26.52	\$27.05
Floor Tech	\$16.00	\$16.32	\$16.65
Groundskeeper	\$15.00	\$15.30	\$15.61

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

**Section 1.** Time and one-half of an employee's regular rate of pay shall be paid for all time actually worked in excess of forty (40) hours in a work week.

**Section 2.** Vacation, sick leave, personal days and/or any other paid or unpaid leave shall not be considered in calculating overtime compensation.

**Section 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

### **Section 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.

### **Section 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.

### **Section 3. Loss of Seniority**

An Employee's seniority shall be lost when he:

- a) Quits, resigns, or takes a job elsewhere when his regular work is available with the Employer;
- b) Is discharged for just cause;
- c) Is laid off for a period of twelve (12) months or a period exceeding the length of the Employee's continuous service, whichever is less;
- d) Fails to report for work following recall from layoff or a decision of an arbitrator reinstating an Employee who was discharged within seven (7) working days after being notified by certified

mail at the last address in the Employer's records. Employer shall also send a copy of the notification to the Union.

- e) Fails to return following the end of a leave-of-absence, vacation, or sick leave unless the Employee presents a reasonable excuse acceptable to the Employer.
- f) While on leave of absence, takes another job during his normal working hours without written permission of the Employer;
- g) Falsifies the reason for a leave of absence whether such leave is paid or unpaid;
- h) Fails to return following a disciplinary suspension;
- i) Is absent for twenty-four (24) consecutive hours without notifying Employer unless the Employee presents a reasonable excuse acceptable to the Employer.

#### **Section 4. Application**

- a) Bargaining unit seniority shall apply in the computation and determination of eligibility for all benefits where length of service is a factor pursuant to this Agreement.
- b) Classification seniority shall apply in layoffs and recalls and for scheduling of vacations as herein provided.
- c) Delegates shall be at the top of the seniority list for purposes of layoff and recall.
- d) Employees are obligated to sign documents and statements indicating they have received the Employer's handbooks, work rules, and Workers Compensation, including all amendments thereto and re-issuance thereof.
- e) Nothing in this Agreement is intended to restrict any rights any Employee may have under the Family Medical Leave Act (FMLA) or Americans with Disabilities Act (ADA) or similar applicable State or local law.

### **ARTICLE 15 - REDUCTION IN FORCE**

**Section 1.** The Employer has the absolute right to reduce or eliminate positions or job classifications for any reason. In the event of a reduction in force or the elimination of a position(s), any resulting layoff shall be based exclusively on the needs of the Employer and the skill, ability, and availability of Employees to perform the remaining work. The Employer shall be the sole judge of the skill, ability, and availability of the Employees. Where skill, ability, and availability to perform the job are considered to be equal by the Employer, classification seniority will govern. In the event of a layoff, temporary Employees shall be laid off first, probationary Employees shall be laid off second. Regular Employees will be laid off third.

### **ARTICLE 16 - RECALL**

**Section 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

**Section 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.

**Section 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 tide emergency.

## ARTICLE 18 - DISCHARGE AND PENALITES

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

**Section 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.

**Section 3.** All time limits herein specified shall be deemed exclusive of Saturdays, Sundays and holidays.

**Section 4.** The Union agrees to abide by all Company Policies as they may be amended from time to time.

## ARTICLE 19 - GRIEVANCE PROCEDURES

### **Section 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 designee shall have seven (7) days after receipt of the grievance to give his answer. If no satisfactory settlement is reached within seven (7) days after the General Manager's answer, the grievant or the Union may appeal to -

**Step 3:** There shall be discussion between the Union Representative and District Manager or his/her designee of the University. In the event the dispute shall not have been satisfactorily settled, the matter shall be submitted by the Union to an impartial arbitrator in accordance with the arbitration section hereof, provided the Union shall so notify the Employer, in writing, within thirty (30) days after the discussion in Step 3 of this grievance procedure.

**Section 2.** Union may appeal the matter to arbitration upon written notice to the Employer and the American Arbitration Association by registered mail within twenty-five (25) days (thirty (30) days in discharge or suspension cases) of the answer of the District Manager or his/her designee. The arbitration shall proceed in accordance with the current rules of the American Arbitration Association.

**Section 3. Effect of Failure to Appeal** Any grievance shall be considered as settled on the basis of the last answer of the Employer if not appealed to the next step or to arbitration within the time limitations set forth herein. Time is of the essence.

**Section 4. Effect of Settlement** The disposition of any grievance at any step of the grievance procedure, or prior to actual receipt of the decision of an arbitrator, by agreement between the Employer and the Union, shall be final and binding upon the Employee, Employees or persons who are involved or affected thereby. Any interpretation of this agreement agreed upon by the Employer and the Union shall be final and binding upon all Employees and upon any person affected thereby.

**Section 5. Computing Time Limitations** Saturdays, Sundays, and holidays shall be excluded from the computation of time limitations under the grievance and arbitration procedure of this Agreement.

**Section 6. Discharge/Suspension** An Employee who has been discharged or suspended shall bypass Step One and Step Two of the Grievance Procedure and file his grievance directly with the District Manager or his/her designee within five (5) days of the discharge or suspension. The grievance shall then be processed in accordance with Step Three of the Grievance Procedure.

An Employee who is to be suspended or discharged shall have the right if he desires to have a Union delegate or another member of the Union represent him.

**Section 7. Class Grievance** A grievance which affects a majority of the bargaining unit which the Employer's representative designated in Step One lacks the authority to settle may initially be presented at Step Two by the Union representative.

**Section 8.** Prior to submitting any grievance to arbitration, the parties, by mutual agreement, may submit a grievance to mediation through the Federal Mediation and Conciliation Service. Should the matter remain unresolved following mediation, the Union's appeal to arbitration must be made within thirty (30) days of the date of mediation.

## ARTICLE 20 - ARBITRATION

### Section 1.   Employ 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.

### Section 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.

### Section 3.   Expenses

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

### Section 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.

Section 5.   The panel of arbitrators to be selected from shall only include those who are members of the National Academy of Arbitrators.

## ARTICLE 21 - PERSONNEL FILES

Section 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.

**Section 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.

**Section 3.** All minor infractions on an Employee's record shall be cleared after twelve (12) months, provided that the twelve (12) months' period shall be free of similar infractions.

## **ARTICLE 22 - EMPLOYEE BENEFITS**

**Section 1.** All bargaining unit Employees covered by this Agreement are eligible to participate in this following Employer-sponsored benefit plans, on the same terms and conditions as non-bargaining unit non-exempt/hourly staff Employees of the Employer generally are eligible to participate (collectively the "Employer Benefit Plans"):

**A. Medical Insurance** - All regular full-time Employees are eligible for health and welfare benefits as outlined below. In order to be considered as a regular full-time Employee for purposes of health and welfare benefits only, Employees must be regularly scheduled to work forty (40) hours each week to be eligible.

Company administration of eligibility for medical benefits will be compliant with the provisions of PPACA as amended from time to time.

Medical benefits for eligible Employees will be effective the first (1<sup>st</sup>) of the month following sixty (60) days of continuous employment.

Aramark will provide eligible Employees the opportunity to enroll in Medical benefits provided through an Aramark sponsored carrier. The plan(s), plan(s) design and schedule(s) of benefits may be adjusted from time to time in line with changes in the Medical benefit packages for all Aramark Employees or as required by law. Other changes might include a change in the insurer, health maintenance organization, 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 1<sup>st</sup>.

**Employee Contributions** - Employee contributions 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.

**B. Aramark Hourly 401K Plan** - Aramark will offer eligible Employees the ability to elect to participate in the Aramark Hourly 401K Plan once they meet the eligibility rules. The features of the plan (service provider, loan and withdrawal provisions, and available investments) may change at any time according to changes applied to all Aramark Employees, or as required to meet all legislative changes. All administrative fees and investment fees are paid by the Employee.

**Rules of the Plan:**

Employees must be twenty-one (21) years of age. Employees will be one hundred percent (100%) vested service with predecessor Employer will be recognized must have completed one (1) year of service.

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 1<sup>st</sup>.

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 (1<sup>st</sup>) 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.

**E. Tuition Reimbursement** - Employees on the payroll as of July 6, 2015 will be Grandfathered by the University of The Arts for Tuition reimbursement and will be subject to the rules of the University as far as Tuition Reimbursement is concerned.

**F. Dental Benefits** - Aramark will provide eligible Employees the opportunity to enroll in Dental coverage 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 Dental package for all Aramark Employees or as required by law. Other changes may include a change in 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 1<sup>st</sup>

**G.** Dental Benefits for Regular Full-time Employees who choose to enroll in in the Dental Benefits plan will be effective the first (1<sup>st</sup>) day of the month following sixty (60) days of employment.

Eligible full-time Employees who choose to enroll in Dental coverage will pay one hundred (100%) percent of the cost for Dental coverage. Premiums are subject to change from time to time in accordance with changes made for all Aramark Employees or as required by law, and those changes will apply to Employee's covered by this Agreement.

**H. Vision Benefits** - Aramark will provide eligible Employees the opportunity to enroll in Vision coverage 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 the Vision package for all Aramark Employees or as required by law. Other changes may include a change in 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 1<sup>st</sup>.

Vision benefits for eligible Employees will be effective the first (1<sup>st</sup>) of the month following sixty (60) days of continuous employment.

Eligible full-time Employees who choose to enroll in vision coverage will pay one hundred percent (100%) of the cost for Vision coverage. Premiums are subject to change from time to time in accordance for changes made for all Aramark Employees or as required by law, and those changes will apply to Employees covered by this Agreement.

**Section 2.** Changes in any of the Employer Benefit Plans set forth in this Article above, including but not limited to the modification or elimination of such Plans, made during the term of this Agreement which shall apply generally to non-bargaining unit non-exempt/hourly staff



Employees of the Employer, shall automatically be applicable under the same terms and conditions to bargaining unit Employees covered under this Agreement.

**Section 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.

**Section 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**

**Section 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:			Carryover Limit (Maximum you can carryover at the end of the calendar year)
Completed years of service	Days earned per month	Days earned per year	
Less than 6 months	0	0	0
1 year	0.84	10	5 days
2 years	0.84	10	5 days
3 years	1.25 days	15	5 days

**ARTICLE 24 - HOLIDAYS**

**Section 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 - Juneteenth.

**Section 2.** Norman Rayford Day - This Holiday will be observed on August 28<sup>th</sup> 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**

**Section 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 and the amount received as a juror's fee, provided the Employee offers valid proof of such jury duty and proof of the amount received as juror's fee upon request of the Employer. Whenever an Employee on jury duty is temporarily excused from such duty by the Court, on his scheduled work day, he shall advise his supervisor as promptly as possible and stand ready to report to work, if requested to do so by the Employer.

#### **ARTICLE 26 - FUNERAL LEAVE**

**Section 1.** In the event of the death of a parent, spouse, child, brother, sister or grandparent/grandchildren, stepchild, domestic partner of an Employee who has completed his probationary period he will be allowed up to three (3) regular scheduled days off with pay at his regular straight time rate between the death and the date of the funeral, provided he attends the funeral. In the event the funeral is scheduled on a day that is not a regularly scheduled work day for the Employee he shall not receive any pay for that day under this provision.

**Section 2.** In the event of the death of an Employee's brother-in-law or sister-in-law, mother-in-law, father-in-law, an Employee who has completed his probationary period shall be allowed one (1) day off with pay to attend the funeral if the funeral is scheduled on the Employee's regular work day.

**Section 3.** Where an Employee has unused holiday time or vacation time, he may request another day off which shall be deducted from such Employee's accrued but unused holiday or vacation time and provided such Employee requests such time off before leaving work to commence his funeral leave.

#### **ARTICLE 27 - SICK LEAVE**

**Section 1.** All bargaining unit Employees (who have completed their ninety (90) day probationary period) covered by this Agreement are eligible for sick leave as follows:

**Section 2.** Regular full-time Employees (Employees who are regularly scheduled to work forty (40) hours per week are eligible to earn sick leave at the rate of one (1) day per month to a maximum of twelve (12) days each year, and an Employee may carry over a maximum of twenty (20) days to the next calendar year of this Agreement.

**Section 3.** Employees (full-time or part-time) who separate from the Employer for any reason will not receive compensation for any unused sick days.

**Section 4.** Part-time Employees shall earn sick leave at the rate of one (1) hour of sick leave for each thirty (30) hours worked. Part-time Employees are eligible to carryover a maximum of forty (40) hours into the next calendar year of unpaid and unused sick leave.

#### **ARTICLE 28 - PERSONAL DAY**

**Section 1.** Full-time Employees shall be afforded two (2) personal days per calendar year (January 1<sup>st</sup> to December 31<sup>st</sup>).

**Section 2.** Part-time Employees shall be afforded one (1) personal day per fiscal year, prorated based on the number of scheduled hours in one (1) work week.

**Section 3.** New hired Employees will be afforded personal days as follows: Employee hired in the months January-June will be afforded one (2) personal days, and Employees hired from July-December will be afforded one (1) personal day.

**Section 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.

**Section 5.** Employees may use an accrued personal day with short notice, upon management approval.

#### **ARTICLE 29 - LEAVE OF ABSENCE**

**Section 1.** The Employer shall comply with all mandated leave requirements under Federal, State, and local law.

**Section 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.

**Section 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.

**Section 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 requests must be in writing at least two (2) weeks in advance of an Employee requesting the leave.

**Section 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**

**Section 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**

**Section 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 32 - NO - DISCRIMINATION**

**Section 1.** Neither Aramark nor the Union shall discriminate against any Employee with respect to their employment because of such Employee's race, color, religion, sex, sexual preference, disability, or national origin, ancestry, and both parties shall at all times comply with Title VII of the Civil Rights Act of 1964, and all other applicable Federal and State Laws which relate to Equal Employment Opportunity.

### **ARTICLE 33 - DIRECT DEPOSIT**

**Section 1.** All Employees will have their paychecks automatically deposited on payday into an account at his/her financial institution in accordance with Aramark's Direct Deposit Program, as follows: All wages shall be paid by check, direct deposit, pay card or other means available provided by the Company, provided that Employees who elect direct deposit or pay card also consent to receive an e-statement.

### **ARTICLE 34 - EMPLOYEE ADDRESS AND NOTICES**

**Section 1.** Employees shall be required to maintain their current address and telephone number on file in the Employer's Personnel office utilizing a standard form to be provided by the Employer. Changes to an Employee's address and/or phone number must be made pursuant to

this standard form and provided to the Personnel office. All notices to Employees will be considered as to have been properly sent if they are sent to the last address of record on file with the Personnel office.

### **ARTICLE 35 - SUPERVISORS PERFORMING BARGAINING UNIT WORK**

**Section 1.** Supervisors shall not do work normally performed by bargaining unit Employees, except for the purpose of instruction, training, filling-in for absenteeism, emergencies, or where the normal duties of supervisors overlap the duties of Employees.

**Section 2.** Additionally, and in accordance with its right to direct the workforce and assign work, the Employer specifically reserves the right, in its sole discretion, to cross utilize Employees, either bargaining unit or otherwise, to perform any work, bargaining unit or otherwise at any time in order to best serve the public. Cross utilization will not affect an Employee's pay. Specifically, Employees asked to work in a classification higher than their normal classification will continue to be paid at their current rate of pay.

### **ARTICLE 36 - PAST PRACTICE**

**Section 1.** It is understood that this Agreement supersedes and extinguishes all prior past practices whether or not specifically addressed during negotiations or embodied in this Agreement.

### **ARTICLE 37 - SEPARABILITY**

**Section 1.** This Agreement shall be governed by the laws of the United States and the Commonwealth of Pennsylvania. In the event any provision is inconsistent with applicable law, the provision shall be considered null and void, at which time the parties will meet to discuss the term and/or condition so affected. The remaining provisions of the contract shall remain in full force and effect.

### **ARTICLE 38 - SUCCESSORS AND ASSIGNS**

Before the Employer sells, leases, transfers, or assigns the business covered hereby or any part, portion, or classification thereof to any purchaser, transfer, assignee or successor, the Employer agrees that such a purchaser, transfer, assignee, or successor shall be advised in writing of the existence of this Collective Bargaining Agreement. The Employer further agrees that a copy of said notice shall be sent to the Union via certified mail, 30 days in advance of said lease, transfer, or assigning of the business covered by this Collective Bargaining Agreement. This letter shall be inclusive of, but not exhaustive of the name of purchaser, date of sale, current seniority list detailing payrates, PTO, and all other benefit deductions.

**ARTICLE 39 - TERM OF AGREEMENT**

**Section 1.** THIS AGREEMENT shall be effective on July 1, 2021 and shall continue in full force and effect until June 30, 2024, 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.

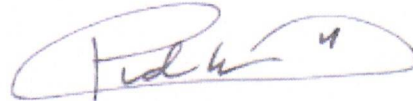
**ARAMARK MANAGEMENT SERVICES  
LIMITED PARTNERSHIP**

**NATIONAL UNION OF HOSPITAL  
AND HEALTHCARE EMPLOYEES,  
DISTRICT 1199C, AFSCME, AFL-CIO**

BO BOHMUELLER, CRD

Peter Sidhu RN, Trustee 1199c

BO Bohmuelley



## LETTER OF UNDERSTANDING

### Hiring & Union Employment Service:

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

- a. The Employer will utilize the Union's Employment Service as part of its recruitment of qualified personnel for bargaining unit job vacancies.
- b. The Employer will notify the Union's Employment Service of bargaining unit job vacancies and afford the Service forty-eight (48) hours from the time of notification to refer an applicant(s) for the vacancy.
- c. The Employment Service shall be administered by the Union and the cost of operating the Service shall be borne by the Union. There will be no cost to the Employer for this Service.
- d. Notwithstanding the foregoing, the Employer retains the right to hire or not to hire applicants referred by the Employment Service, in its sole discretion. The Employer also retains the right to hire applicants from other sources in the event the Employment Service does not refer applicants who are qualified in the Employer's sole discretion.