

**COLLECTIVE BARGAINING
AGREEMENT**

Between

**ARAMARK MANAGEMENT SERVICES
LIMITED PARTNERSHIP
AT LOS ALAMITOS MEDICAL CENTER**

And

NATIONAL UNION OF HEALTHCARE WORKERS

October 12, 2011 through October 11, 2014

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This Agreement is executed on October 12, 2011. It is between ARAMARK Management Services Limited Partnership at Los Alamitos Medical Center, in Los Alamitos, California (herein after for convenience called "the Employer") and National Union of Healthcare Workers (herein after for convenience called "the Union"). This Agreement is the embodiment of the understanding between the parties for the term that it shall be effective; and as such it represents a compromise of all interest resulting from collective bargaining negotiations. The Employer and the Union, and each of the officers thereof executing this Agreement, represent that they are dully authorized to execute this Agreement.

ARTICLE 1 UNION RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive bargaining representative of employees in the following appropriate unit, specified in Case 201-RC-21126. All full-time and regular part-time employees including housekeepers, relief housekeepers, floor care employees, buffers, police techs, and check-out (C/O) persons employed by the Employer at its operations at Los Alamitos Medical Center located at 3751 Katella Avenue, Los Alamitos, California excluding all executives, managers, extras, office coordinator, office clerical guards and supervisors as defined in the National Labor Relations Act.

Section 2. The Employer recognizes the fact that bona fide supervisory employees (pursuant to NLRB definition) are only those who have the authority to hire, promote, discipline, discharge or otherwise effect changes in the status of employees or effectively recommend such action. The Employer shall not establish jobs or job titles for the purpose of excluding work or employees from the bargaining unit as established in this Article of the Agreement and shall not hire or utilize existing supervisors to perform bargaining unit work. Supervisory employees will not routinely perform duties normally performed by employees falling within the scope of this Agreement except in the event of unplanned absences, emergency circumstances that are beyond the control of the Employer, for training situations where the performance of bargaining unit work may be required, or in an emergency situation where the delivery of healthcare services or important operations may be compromised.

ARTICLE 2 UNION MEMBERSHIP REQUIREMENTS

Section 1. Employees who are subject to this Agreement shall be required, as a condition of employment to be members of the Union in good standing subject to Federal law. Membership is required by the thirty-first (31st) day after employment or the thirty-first (31st) day after the date upon which this Agreement is ratified, whichever is later.

In the event the employee fails to maintain union membership in good standing, the Union shall provide written notice to the Employer to terminate the employment. Upon receiving written notice the Employer shall proceed to terminate employment.

Section 2. The Employer shall provide each new hire with an application for union membership and the Union's form authorizing assignment of wages for union membership fees. The Employer shall remit the completed form to the Union monthly.

Section 3. Union Membership fees shall normally be deducted in the first (1st) pay period of the month. The Employer will remit the membership fees deducted pursuant to such assignments to the Union not later than ten (10) business days after the pay date from which the deduction was made, together with a list, in electronic format, that includes the following information: Name, home address, home phone number, classification, the last four (4) digits of the employee's Social Security Number, status (e.g. regular, part-time, temporary), and date of hire and the names of employees terminated and reason for termination (i.e. resignation, discharge, permanent reduction in force, retirement).

The Union shall certify to the Employer, in writing, the current rate of its membership dues and initiation fees. If the Union changes the rate of its membership dues, it shall give the Employer thirty (30) days written notice prior to the effective date of such change.

Section 4. The Union will indemnify and hold harmless the Employer against any claim, which may be made by any person of the deduction of Union membership fees, including the cost of defending against such claim. The Union will have no monetary claim against the Employer by reason of failure to perform under this Section.

ARTICLE 3 COPE-CHECK-OFF

Section 1. The Employer hereby agrees to honor contribution deduction authorizations from its employees who are Union members.

Section 2. The Union will hold the Employer harmless against any claim which may be made by any person by reason of the COPE deductions described herein, including the cost of defending such claim. The Union will have no monetary claim against the Employer by reason of failure to perform under this Article.

ARTICLE 4 EQUAL EMPLOYMENT OPPORTUNITY

Section 1. There shall be no discrimination or harassment of any employee because of the employee's race, creed, color, religion, marital status, age, sex, sexual orientation, national origin, ancestry, disability, protected union activity, veteran or disable veteran status marital status or any other personal characteristic or condition that is protected by applicable law. The Employer and the Union also agree that they will not retaliate against any of the Employer's employees who complain of discrimination or harassment or who participate in an investigation regarding discrimination or harassment.

Section 2. There shall be no distinction between the wages paid to men and the wages paid to women for the performance of comparable quality and quantity of work on the same or similar operations.

ARTICLE 5 MANAGEMENT RIGHTS

Section 1. The Union recognizes the right of the Employer to operate and manage its business. All rights, functions, prerogatives, and discretions of the management of the Employer, formerly exercised, potentially exercised or otherwise, are vested exclusively with the Employer, except only to the extent that such rights are specifically and explicitly modified by the express provisions of this Agreement.

ARTICLE 6 HEALTH AND SAFETY

Section 1. Compliance

The Employer will continue to comply with applicable Federal and California laws and regulations pertaining to occupational safety and health, to provide a safe environment for employees.

Section 2. Reporting Health Hazards by Employees

It is the duty of each employee to comply with all health and safety regulations of the Employer, and if any safety or health hazard is detected by an employee, the employee shall promptly report it to the Employer. An employee's failure to comply with such health and safety regulations, or to promptly report a detected health or safety hazard, may result in disciplinary action.

Section 3. Union Notification

The Union shall promptly notify the Employer of any potential health and safety hazards, violations or problems of which it is aware.

Section 4. In-Service

The Employer shall continue to provide in-service or other training and information to employees concerning health and safety.

Section 5. Hepatitis B Vaccine

Hepatitis B vaccine shall be made available free of charge at the employee's request.

ARTICLE 7 PROBATIONARY PERIOD

Section 1. All employees shall be on a probationary period for ninety (90) calendar days. At its sole discretion, the Employer may discipline or terminate any employee prior to the completion of the probationary period and such discipline and termination shall not be subject to Article 19, Grievance and Arbitration Procedure. This paragraph shall not preclude a grievance alleging solely a violation of Article 5, Equal Employment Opportunity.

Section 2. An employee's probationary period may be extended an additional thirty (30) days by mutual agreement of the Employer and the Union, and such agreement shall not be unreasonably denied.

ARTICLE 8 SENIORITY AND JOB VACANCIES

Section 1. Following completion of the probationary period, seniority is established on the first (1st) date of employment with the Employer. For the purpose of determining bargaining unit and classification seniority initial date of hire with HHS at Los Alamitos Medical Center shall be recognized for all non-economic purposes.

Section 2. The Employer shall maintain and update the seniority list once every three (3) months, and shall provide a copy of the updated list to the Union.

Section 3. Seniority shall be lost and employment terminated by:

- (a) discharge with cause;
- (b) resignation;
- (c) failure to return from a leave of absence in accordance with the term of the leave;
- (d) layoff without recall in excess of twelve (12) months;
- (e) failure to contact employer within three (3) days of receipt of recall notice;
- (f) absence due to occupational illness or accident for a period of twelve (12) months from the date the accident occurred or the illness commenced;
- (g) unscheduled absence for three (3) or more consecutive working days without notification to the Employer.

Section 4. When a vacancy subject to this Agreement occurs in the department, a notice of that vacancy shall be posted in a location or locations accessible to all employees for a minimum period of seven (7) days before the Employer fills the vacancy on a permanent basis. Qualifications for vacant positions shall appear on position postings. Postings shall include the hours, shift and department. This does not prevent the Employer from filling the vacancy on a temporary basis until such position is filled.

Section 5. A current employee that has completed their probationary period may apply for a posted vacancy by submitting a written bid form to Management within the proscribed posting period. It is understood that any bid under this Article is limited to vacancies in bargaining unit positions and not to assignments arising from rotation of personnel, paid time off, or sickness relief.

Section 6. Timely bids will be considered based upon employee status with preference being afforded as follows:

- (a) full-time
- (b) part-time
- (c) temporary

Within the applicable employee preference category, timely bids will be considered on the basis of seniority provided that the employee possesses the qualification, knowledge and skill to perform the work.

Section 7. Employees submitting a written bid for a posted vacancy under this subsection shall be informed by the Employer whether or not they are awarded this position.

Section 8. Employees that are promoted to a new position or transfer to another position through the bidding process shall have up to sixty (60) calendar days to demonstrate satisfactory performance. If at any time during the sixty (60) calendar day period the employee fails to demonstrate satisfactory performance, such employee shall be returned to his/her former position including shift, assignment, and scheduled hours without loss of seniority, provided their former position has not been filled. If the employee's former position is not available, the employee shall be returned to a comparable position in the same classification or if a comparable position is not available to any vacant position in the bargaining unit.

Section 9. An employee who applies for and is awarded a posted position may not be awarded another posted vacancy within the next three (3) months. This rule shall not apply if the bidding employee is in his/her current position as a direct result of a job change or layoff.

Section 10. A bargaining unit employee that accepts a non-bargaining unit position with the Employer may return to the bargaining unit without a break in seniority provided that a vacancy exists to return to and that such return occurs within thirty (30) days of the acceptance of the non-bargaining unit position.

Section 11. Employees will not be eligible to bid on another vacant bargaining unit position for a period of three (3) months from the day the employee is assigned to their new position.

Section 12. The seniority of bidding employees shall be determined by the employee's bargaining unit seniority rather than in the particular classification or employee category.

ARTICLE 9 EMPLOYEE STATUS

Section 1. Employee Classifications Defined

Employees shall be classified as full-time, part-time or temporary pursuant to the following definitions:

- (a) Full-Time Employee. An employee regularly scheduled to work thirty-two (32) hours or more per work week.
- (b) Part-Time Employee. An employee regularly scheduled to work less than thirty-two (32) hours per work week.
- (c) Temporary Employee. A temporary employee may be scheduled to work on either a part-time or full-time schedule for a specified limited period of time and for a specific and temporary purpose, to staff a vacancy such as replace a specific employee leave of absence, vacation, sickness, temporary spikes in patient volume, or for a short-term project when bargaining unit employees have been solicited and the need cannot be filled without incurring overtime. The specified period of employment for a temporary employee shall not exceed five hundred twenty (520) hours of employment. The five hundred twenty (520) hours may be extended in any given

case by mutual agreement of the Employer and the Union, and the Union's agreement to such extension will not be unreasonably denied.

Section 2. Reclassification to Full-Time Status

Part-time employees that are scheduled to work thirty-two (32) hours or more per work week for a period of five hundred twenty (520) hours will be given the option to change their employment category and be reclassified as a regular full-time employee.

Section 3. Reclassification from Full-Time to Part-Time Status

Employees may request a change in status from full-time to part-time. Such requests will not be unreasonably denied. Staffing needs will be considered when deciding whether or not to grant the request.

Section 4. Reclassification from Temporary to Regular Full-Time or Part-Time Status

- (a) The specified period of employment for a temporary employee shall not exceed five hundred twenty (520) hours of employment. The five hundred twenty (520) hours may be extended by mutual agreement of the Employer and the Union, and the Union's agreement to such extension will not be unreasonably denied. Temporary employees that have been scheduled to work for a period of five hundred twenty (520) hours, or in the case of a mutually agreed upon extension in excess of the extension period, will be given the option to be reclassified as a regular employee.
- (b) Temporary employees may or may not be employees of the Employer. Non-employee "Agency" personnel shall not be subject to the terms of this Agreement.
- (c) In the event that a temporary employee is reclassified to a regular full-time or regular part-time position, the employee's continuous days of temporary employment shall count toward satisfying their probationary period.
- (d) Temporary employees shall be utilized to complement the regular full-time and part-time staff and shall not be scheduled in a manner that results in the displacement of a full-time or part-time position.

**ARTICLE 10
HOURS OF WORK**

Section 1. The work week shall commence with and reflect the pay cycle of the Employer, currently Sunday through Saturday. The Employer will provide the Union with thirty (30) days notice in the event of changes to the pay cycle.

Section 2. Premium Pay

- (a) Daily Overtime. Work in excess of eight (8) hours per day or shift, (but less than twelve [12] hours per day or shift) shall be paid at one and one-half (1½) times the employee's straight time hourly rate. Work in excess of twelve (12) hours per day or

shift shall be paid at two (2) times the employee's straight time hourly rate. A day is defined as that twenty-four (24) hour period commencing at midnight.

- (b) Weekly Overtime. All hours worked in excess of forty (40) hours per work week shall be compensated at the rate of time and one-half (1½) the employee's straight time hourly rate. Holiday, vacation, sick and other paid time off hours do not count toward the calculation of overtime.
- (c) No Pyramiding. There shall be no pyramiding or duplication of premium pay.
- (d) Holiday Pay. An employee who works on a contractual holiday will be paid time one and one-half (1½) the employee's straight time hourly rate for all hours worked on the holiday plus payment for the holiday.
- (e) Schedule Change Pay. The Employer will provide full-time and part-time employees with a minimum of two (2) hours advance notice of a modification to the regular work schedule including requests to return to work at a time other than their regular scheduled work hours. In the event of the Employer's failure to provide two (2) hours advance notice, the employee will receive one and one-half (1½) times their base rate for all hours worked and a minimum of two (2) hours pay.
- (f) Work on an employee's sixth (6th) consecutive day of work will be paid at the rate of time and one-half (1½). Work on the employee's seventh (7th) consecutive day of work and each day thereafter shall be paid at the rate of double time (2x) the employee's regular hourly rate of pay.

Section 3. Unscheduled Overtime Will Be Offered

- (a) In order of seniority, to employees currently on the clock at the time of the overtime arises in the classification in which overtime is available.
- (b) If insufficient employees accept offered overtime, the Employer will require employees in the classification on the clock at the time the overtime arises to work the overtime, in inverse order of seniority provided they have been notified at least four (4) hours in advance.
- (c) Employees who fail to work required overtime as provided in by Section (b) may be subject to progressive disciplinary action up to and including discharge.
- (d) After (a) and (b) are completed, the Employer is free to fill the position from any available source.
- (e) Prior to requiring employees to work, the Employer will solicit volunteers from other classifications by seniority that has the current qualification(s) and skill(s) to perform the work.

Section 4. Scheduling

- (a) The weekly work schedule specifying start and ending times and days off will be posted no less than thirteen (13) days in advance of the schedule start date. After the schedule has been posted, an employee's schedule will not be changed unless by mutual consent or in the case of an emergency. Schedule changes made due to an emergency, including maintaining adequate staffing levels required to ensure patient safety, will be made in reverse bargaining unit seniority. In the event that sufficient staff does not consent to the schedule change during a non-emergency situation, the Employer reserves the right to utilize outside temporary agency help.
- (b) The Employer may offer additional shifts after the schedule has been posted on a voluntary basis. The additional shifts will be offered to qualified employees in order of seniority. Nothing in this provision shall obligate the Employer to schedule an employee in a manner that will result in premium pay. In the event that sufficient staff does not consent to the schedule change, the Employer reserves the right to utilize outside temporary agency help.
- (c) The Employer will make every reasonable effort to grant each full-time employee every other weekend off. For the purpose of this provision, a weekend is defined as two (2) days, Saturday and Sunday for the day and evening shifts, and Friday and Saturday for the night shift. This provision does not apply to employees who hold positions which normally include every weekend scheduling or to employees who elect to work weekend shifts.
- (d) The Employer shall make every effort to schedule the employee off on two (2) consecutive days each week, provided that the days off may be split or rotated as needed because of weekend scheduling.
- (e) The weekly work schedule shall not be construed as a guarantee of the hours of work per day or any other period of time, or as a guarantee of starting or ending times. Subject to the other provisions of this Agreement, employees will only be paid for hours actually worked.

Section 5. Rest and Meal Periods

- (a) Employees who work scheduled shifts of five (5) hours or more are entitled to a duty free unpaid meal period of thirty (30) minutes. Employees who work in excess of five (5) hours but less than six (6) hours may voluntarily waive the meal period.
- (b) Employees shall be granted one (1) paid rest period of fifteen (15) minutes for each continuous period of four (4) hours during the shift. Employees scheduled to work more than eight (8) continuous hours in any work day shall have two (2) fifteen (15) minute paid rest periods, one prior to the thirty (30) minute lunch break and one after the lunch break. Employees scheduled to work twelve (12) continuous hours shall be provided three (3) fifteen (15) minute break periods.

Section 6. Reporting Pay

Any employee who appears for work at the request of the Employer and is not provided with work, or any employee who works less than a full day and is displaced through no fault of the employee, shall be paid for not less than four (4) hours work; provided that an employee regularly working less than four (4) hours per day shall be paid his/her regular pay for reporting and not being put to work through no fault of the employee.

ARTICLE 11 HEALTH AND WELFARE

Section 1. Eligibility.

Regular full-time employees, scheduled to work a minimum of thirty-two (32) hours per week shall be eligible to participate in the ARAMARK health and welfare benefit programs. Benefits for eligible employees will be effective first (1st) of the month following thirty (30) days of continuous employment.

Section 2. Medical.

ARAMARK will provide eligible employees the opportunity to enroll in Medical benefits provided through an ARAMARK sponsored carrier. The plan(s), plan design(s) and schedule(s) of benefits may be adjusted from time to time in line with changes in the Medical benefits package 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 1st.

Section 3. Contributions.

Employee contributions for 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.

Section 4. Life and AD&D.

Eligible employees will be provided Basic Life and Accidental Death & Dismemberment coverage for eligible employees in the amount of five thousand dollars (\$5,000.00) effective on the first (1st) day of employment.

Section 5. Healthcare FSA.

Eligible employee may deposit up to two thousand dollars (\$2,000.00) of pretax dollars each plan year into a Health Care Flexible Spending Account (FSA) to pay for eligible, non-reimbursable health care expenses. The minimum amount that an employee may contribute under this account is fifty dollars (\$50.00) per year. The amount elected is fixed for the calendar year unless an employee experiences a qualified life status change. An employee will have until March 31st of the following year to submit claims for reimbursement for expenses incurred during the prior calendar year. Any unused amounts are forfeited. An employee cannot be reimbursed for any expenses already covered and paid for by a medical, dental and/or vision plan. Any expenses reimbursed by a Health Care FSA cannot be included as a deduction or credit on income tax returns. The plan(s), plan design(s) may be adjusted from time to time by law or in line with changes to the benefits packages for all employees.

Section 6. Short Term Disability.

ARAMARK will provide eligible employees the opportunity to enroll in Short-Term Disability (STD) benefits provided through an ARAMARK-selected provider. The employee must be full-time and work a minimum of thirty-two (32) hours per week. Benefits include replacement of sixty percent (60%) of weekly base salary up to a maximum of twenty-six (26) weeks which includes the waiting period. The plan has an elimination period of seven (7) calendar days before benefits will be paid. The employee may use accrued PTO or Vacation time for the elimination period. The STD benefit is effective the first (1st) of the month following ninety (90) days of employment. The STD plan has a pre-existing provision which applies to new enrollees. While on an unpaid leave of absence the employee does not qualify for STD.

The cost for 2011 is shared equally by ARAMARK and employees. The employee cost is eighty-eight dollars and eighty cents (\$88.80) annually. The plan reserves the right to increase contributions effective with the start of the plan year, January 1st.

**ARTICLE 12
RETIREMENT**

Section 1. All Employees may elect to participate in the ARAMARK Hourly 401(k) Plan following completion of one (1) year of service and attainment of age twenty-one (21). 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 legislative changes. All investment and administrative fees are paid by the Employee.

Section 2. All service with any ARAMARK company will be recognized.

Section 3. Employees may contribute through payroll deduction one percent (1%) to twenty-five percent (25%) of eligible earnings subject to IRS cap. Participants age fifty (50) and older can make additional "Catch-Up Contributions". Eligible Earnings include regular pay, overtime, sick pay, holiday pay, etc.

Section 4. The Employer will match the employee's contributions based on the following formula: fifty percent (50%) of the first six percent (6%) the employee contributes. Company contributions are allocated to participant accounts each pay period.

Section 5. Eligible employees who are on approved paid leave of absence may participate by continuing to make contributions to the Hourly 401 (k) Plan.

Section 6. Contributions to the plan will vest in accordance with the company-wide plan schedule.

ARTICLE 13 WAGES

Section 1. New Hire Wage Rate. The starting rate of pay for future employees (hired after the effective date of this Agreement) shall be as follows:

Housekeeper	\$ 9.25
Floor Tech	\$11.25

Section 2. Wage Adjustments.

On the effective date of this Agreement active employees in the Housekeeper classification shall be compensated at the rate of ten dollars (\$10.00) per hour.

On the effective date of this Agreement active employees in the Floor Tech classification shall be compensated at the rate of twelve dollars (\$12.00) per hour.

Effective on the first (1st) anniversary date of this Agreement, employees shall receive a wage increase of twenty cents (\$0.20) per hour.

Effective on the second (2nd) anniversary date of this Agreement, employees shall receive a wage increase of twenty cents (\$0.20) per hour.

Section 3. Lead Premium. Employees assigned to work as a lead shall receive premium pay equal to one dollar fifty cents (\$1.50) per hour in addition to their regular rate of pay.

ARTICLE 14 TRAINING PAY

In the event it is necessary to train new employees, the Employer will first solicit volunteers from among employees it deems competent to undertake the training of their co-workers. In the event two (2) or more competent employees come forward, seniority will determine who is offered the work. If there are no competent volunteers, the Employer may assign a qualified employee to assist in the training and orientation of other employees. Employees so assigned shall receive one dollar fifty cents (\$1.50) per hour in addition to their regular rate of pay for all hours they are assigned to conduct training.

ARTICLE 15 REDUCTION IN FORCE

Section 1. Purpose

In the event of a reduction in the workforce, seniority will be the determining factor in the Employer's decision regarding which employees are retained; provided the remaining employees currently possess the necessary qualification(s) and skill(s) to perform the work available.

In the event it is necessary to conduct a layoff, then such layoff shall be undertaken as set forth below. It is the intent of the following provisions to protect the most senior employees that

possess required qualification(s) and skill(s), in the case of reductions, and to preserve their shift and hours as is practicable.

Section 2. Definitions

- (a) Reduction – an involuntary, indefinite elimination of a position or hours.
- (b) Affected Employee – the employee whose position is the subject of the reduction.

Section 3. Staff Reduction Procedure

If, after considering other alternatives the Employer implements a reduction in force, reductions will occur in the following order:

- (a) Agency employees
- (b) Volunteers among an affected classification;
- (c) Temporary (non-agency) employees;
- (d) Regular part-time employees;
- (e) Regular full-time employees

Reductions will be conducted by job classification within the affected department. Departments are listed in Article 8, Seniority and Job Vacancies. Within each job classification, reductions will occur by seniority as defined in Article 8, Seniority and Job Vacancies, provided that the employees that remain must possess the required qualification(s) and skill(s) to perform the work. In the event the application of this Section would result in unreasonable disruption of department operations, the Employer and Union agree to meet and bargain alternatives.

Section 4. Notification

When a reduction of force that will result in the elimination of a position or hours for a period of fifteen (15) days or more is necessary, the Employer shall attempt to provide the Union and each affected employee at least thirty (30) days notice of any reduction. The Employer shall meet at the Union's request to engage in good faith bargaining over the impact of such change and to discuss possible alternatives.

Section 5. Benefits

Laid off employees who are covered by Employer-sponsored Health Insurance will be covered until the last day of the calendar month in which the employee was displaced.

Section 6. Recall

- (a) For a period for six (6) months from the date of layoff, employees who, as a result of the reduction, are laid off are entitled to recall.
- (b) Within the period specified and subject to qualifications, employees who, as a result of a reduction, are laid off, may use their seniority to bid on vacant positions.
- (c) An employee shall remain on the recall list unless he/she is offered and declines a position in the same employment category and classification on the same shift with the same number of hours as the position from which he/she was laid off or reduced.
- (d) An employee's unused sick leave will be reinstated if the employee resumes work during the recall period.

ARTICLE 16 CALL-OFFS AND DAILY CANCELLATIONS

Section 1. If the Employer determines that it is necessary to cancel an employee's scheduled shift after the schedule has been posted due to temporary periods of low census or on other occasions, the employee shall have the option of taking the day off without pay or use vacation (where applicable) at the employee's discretion.

Section 2. Subject to patient care considerations and staffing needs, when it is necessary to cancel a scheduled shift the following procedure shall be followed:

- Temporary
- Employees receiving overtime or premium pay
- Volunteers
- Employees scheduled to work shifts in excess of their regular schedule
- Part-time
- Full-time employees working their regular schedule

Within each category listed above, call-offs will be done in inverse order of seniority provided that the remaining employees are qualified and able to perform the work.

Section 3. The Employer will notify the employee of a modification to the regular work schedule a minimum of two (2) hours in advance of the change. Such notice may be made directly to the employee or in the event the employee is off duty, by contacting the employee at the telephone number on record with the Employer.

Section 4. Once called off, an employee is considered off the schedule for the day and shall not be required to maintain contact or be available for work.

ARTICLE 17 TEMPORARY WORK ASSIGNMENTS (FLOATING)

An employee temporarily assigned to work outside of their regular classification shall be provided orientation and on-the-job training to enable them to satisfactorily perform the duties of the temporary assignment. Employees may be temporarily assigned to other classifications in order to provide training that will enable them to satisfactorily perform the duties of the classification.

ARTICLE 18 DISCIPLINE AND DISCHARGE

Section 1. The Employer recognizes that progressive discipline and discharge shall be administered for just cause and shall make every effort to utilize a system of timely progressive discipline to address violations of the work standards and policy that do not rise to severe misconduct, as defined by this Article. Progressive discipline shall generally include:

- Written verbal counseling;
- Written counseling and warning;
- Disciplinary suspension without pay;
- Termination of employment.

However, the Employer may choose not to utilize all of the above steps when the infraction warrants an expedited response.

The Employer shall endeavor to issue progressive discipline within seven (7) business days of the date upon which the infraction occurred or the date the Employer had knowledge of the infraction.

In the interest of fairly assessing progressive discipline, the Employer may place an employee on an unpaid investigatory suspension, not to exceed seven (7) days, unless a longer period is mutually agreed upon by the parties.

Section 2. Employees may be discharged without prior notice or progressive discipline when the infraction rises to severe misconduct. Examples of severe misconduct include:

- (a) Possession, use, sale or distribution of alcoholic beverages or illegal substances;
- (b) Possession, use, sale or distribution of weapons;
- (c) Destruction of Employer or client's property;
- (d) Use of abusive or profane language to the Employer, the Employer's client, a fellow employee or a patient;
- (e) Theft of assets or property;
- (f) Insubordination;
- (g) Fighting;
- (h) Harassment;
- (i) Violence in the workplace.

The above types of misconduct are illustrative only, and in no way present an exclusive list of actions which may result in immediate discharge.

Section 3. The Employer shall furnish the employee and the Union with a copy of written progressive discipline. The employee shall be provided the opportunity to sign and acknowledge receipt of progressive discipline.

Written progressive discipline more than twelve (12) months old, measured on a rolling calendar basis, will not be taken into consideration for the purpose of progressive discipline. However, disciplinary actions more than twelve (12) months old may be taken into consideration for the purpose of establishing knowledge of a work rule or Employer policy. Progressive discipline that is determined to be without merit, through the grievance and arbitration process, or otherwise withdrawn, shall not be considered for the purpose of future progressive discipline.

An employee may inspect their personnel file by scheduling an appointment with the Employer's Human Resource Representative and to be provided, upon request, one (1) copy of any document in their personnel file.

Section 4. At the employee's request, Union representation shall be permitted during any investigatory interview which may result in discipline of the employee and any meeting where discipline is administered.

Section 5. The Union acknowledges that the operations of the Employer are subject to the rules and regulations of Los Alamitos Medical Center.

ARTICLE 19 GRIEVANCE AND ARBITRATION

Section 1.

Grievance: A dispute initiated by an employee or the Union arising from the interpretation or application of this Agreement.

"Days" mean calendar days. In this Article, whenever a period of time is specified, the day of the event or action which commences the period shall not be included calculating the length of the period. If the last day for responding and acting is a Saturday, Sunday or contract holiday, the period shall be extended to the next day which is not a Saturday, Sunday or contract holiday.

Section 2. The goal of the grievance and arbitration procedure is to resolve an employee's grievance at the lowest level possible with the least amount of time and resources. The employee or the Union Representative (Field Representative or Shop Steward) may first confer with the supervisor or with such other person as the Employer may designate and attempt to settle the matter.

Section 3.

Step 1 – In the event the employee or the Union is unable to resolve the grievance with the immediate supervisor, a written grievance specifying the particulars of the dispute and the provision of the Agreement that is alleged to have been violated, must be delivered in writing to the Environmental Services Director, or the designated management representative within fifteen (15) calendar days of the event giving rise to the grievance or fifteen (15) calendar days from the time the employee or the Union should reasonably have known of the occurrence of the event upon which the grievance is based. Failure to meet this requirement will bar the grievance from further consideration.

A meeting shall be held to resolve the grievance during the ten (10) calendar day period following the receipt of the written statement. The Administrator or his/her designee (other than or in addition to a representative from Human Resources), will respond in writing within ten (10) days after the meeting. Failure to meet this time requirement will bar the grievance from further consideration.

Step 2 – If the parties are unable to resolve the matter at Step 1, the grievance may then be submitted to the District Manager, or the designated management representative, within ten (10) calendar days of receipt of the Step 1 response.

Failure to meet this time requirement may exclude the grievance from further consideration.

A meeting will be held within ten (10) calendar days from presentation of the grievance to attempt to resolve the grievance. The District Manager or the designated management representative will respond to the Step 2 appeal within ten (10) calendar days of the meeting. Failure to meet this time requirement may bar the grievance from further consideration.

Step 3 – Failing a satisfactory settlement of the grievance at Step 2, the matter may be referred by the grieving party to Arbitration, within a period of fifteen (15) calendar days of the receipt of the employer's written answer at Step 2. Failure to meet this time requirement will bar the grievance from further consideration.

Section 4. The parties shall attempt to mutually agree upon an arbitrator. If they are unable to mutually agree, the Union shall request, with a copy to the Employer, the American Arbitration Association or the Federal Mediation and Conciliation Service to furnish the parties with a panel of impartial arbitrators, all of whom shall be required to be members of the National Academy of Arbitrators.

Section 5. The arbitrator shall hear the submitted grievance as expeditiously as possible, and shall render a decision in writing within thirty (30) days after the conclusion of the last hearing or submission of briefs, whichever is later.

Section 6. The fees and expenses of the arbitrator, the cost of the hearing room, and the cost of the court reporter, if required by the arbitrator, shall be shared jointly by the parties. Each party will bear its own expenses of representation and presentation of its case, including witnesses, and including the cost of any transcript for the party's own use.

Section 7. Any decision issued by the arbitrator shall be final and binding upon the parties as to the matter in dispute. The Employer, the Union and the aggrieved employee shall thereafter comply in all respects with the result of such decision.

Section 8. The arbitrator shall have no power to add to, to subtract from or to change any of the terms or provisions of the Agreement. His or her jurisdiction shall extend solely to claims of violation of specific written provisions of the Agreement and involve only the interpretation and application of such Agreement. The award shall be based upon the joint submission agreement of the parties, or in the absence thereof, the questions raised by the parties in respect to the specific interpretation and application of the Agreement. Further, the arbitrator's decision will be final and binding upon all parties concerned.

Section 9. Terms and conditions of benefit plans are not subject to this arbitration procedure, except to determine whether or not the Employer complied with the terms of this Agreement.

Section 10. An arbitrator may only hear one (1) case at any given time. Multiple issues cannot be decided upon by the same arbitrator, unless mutually agreed to in writing by both parties.

Section 11. The Employer and the Union agree that employees having direct knowledge of facts giving rise to a grievance should be free to participate on behalf of any party in all steps of the Grievance and Arbitration Procedure, and should be free from recriminations from either side for so doing.

Section 12. At the employee's request, a Union Representative or Steward, as designated by the Union, shall be present at the grievance meeting. If a Union Representative and/or Steward designated by the Union are not available at the time of a grievance or disciplinary meeting, the meeting will be postponed for twenty-four (24) hours.

Section 13. The Employer and the Union agree that the decision whether or not to retain probationary employees is at the sole discretion of the Employer. The Employer and the Union further agree that probationary employees shall not have access to the grievance and/or arbitration procedure for disciplinary or discharge matters.

ARTICLE 20

FIELD REPRESENTATIVES AND SHOP STEWARDS

Section 1. Field Representatives

The duly authorized Field Representative of the Union shall be permitted to enter the facility at reasonable times for the purpose of observing whether this Agreement is being observed or to check upon complaints of bargaining unit employees. The Field Representatives shall advise the Director of EVS or his/her designee of each visit prior to entering the facility. The Field Representative will abide by all client policies including, but not limited to, HIPPA, infection control and building access, as well as Employer policies applicable to such areas. The Employer's policies will comply with the National Labor Relations Act. The Union Representative shall not interfere with the work of any employee.

Section 2. Union Shop Stewards

- (a) The Union shall provide, in writing, the names of a maximum of two (2) designated Union stewards and one (1) alternate steward, and shall notify the Employer, in writing, of any changes as they occur. The Union may designate one (1) steward as Chief Steward. Prior to the Employer's receipt of such Union designation, the Employer is not obligated to recognize a Union steward under this Article.
- (b) The functions of the Union steward include the authority (1) to settle or assist in settling problems arising in connection with the application or interpretation of the agreement; (2) to resolve grievance at Step 1 or 2 of the grievance procedure; and, (3) at an employee's request, serve as a Union representative at investigatory interviews which may be used as the basis of discipline.
- (c) Union stewards shall perform their functions or Union related activities on their own time. However, if a meeting is mutually agreed to with the Union steward during the Union steward's work shift, that time will be paid for by the Employer. If the Union steward wishes to schedule a meeting with an employee during the Union steward's

work shift, unpaid release time shall be granted subject to patient care and business requirements shall not be unreasonably denied.

- (d) Union stewards shall not direct any employee how to perform or not perform his/her work, shall not countermand the order of any supervisor, and shall not interfere with the normal operations of the Employer or any other employee.
- (e) With reasonable notice, the Employer's designated representative will meet with a maximum of two (2) Union representatives, one (1) Field Representative and/or one (1) Union steward and any affected employee on any grievance or issue concerning this Agreement. If additional employee(s) or Union representatives have firsthand facts to present as a witness concerning the Union's grievance issue, however, then such additional person(s) also may attend, by prior mutual agreement with the Employer at the time the meeting is set.
- (f) Upon three (3) weeks advance written request and subject to staffing and scheduling needs, the Employer will provide up to five (5) days without pay per calendar year to a Union steward for the purpose of participating in Union educational programs.
- (g) Time spent attending arbitration hearings by shop stewards, grievant and witnesses called by the Union shall be unpaid.

Section 3. Meeting Space

The Employer and the Union shall mutually agree on meeting locations and share any associated costs.

**ARTICLE 21
NEW EMPLOYEES ORIENTATION / EMPLOYEE LISTS**

Section 1. New Employee Orientation

During the new hire orientation, a union steward or designee will have the opportunity to meet with the employee for thirty (30) minutes in order to provide the employee with an orientation to the union. Neither the new employee nor the union steward (or designee) shall have his/her pay reduced as a result of time spent in the meeting.

Section 2. Employee Lists

The Employer will provide to the Union the following information no later than the twentieth (20th) of each month.

- a) A list of new hires, including their name, home address, home phone number, classification, wage rate, department, shift, status (i.e. regular, part-time, temporary), last four (4) digits of the Social Security Number, and date of hire; and
- b) A list of terminations, including the name, home address, home phone number, classification, department, shift, status (i.e. regular, part-time, temporary), last four (4) digits of the Social Security Number, date of termination, and reason for termination (i.e. resignation, discharge, reduction in force, retirement).

ARTICLE 22 JOINT LABOR-MANAGEMENT COMMITTEE

Section 1. Purpose

There shall be a Joint Labor Management Committee of no more than two (2) representatives appointed by the Employer and two (2) representatives appointed by the Union. The Joint Labor-Management Committee will be formed for the purpose of reviewing, discussing and resolving issues of mutual concern to the parties.

Section 2. Compensation

If an employee committee member is regularly scheduled to work during the time in which the committee meeting is held the employee representatives on the Committee shall be compensated at straight-time pay for attendance at committee meetings up to a maximum of two (2) hours per employee per month. Attendance at committee meetings will not be considered "time worked" for the purposes of overtime calculation.

Section 3. Frequency of Meetings

Meetings of the Committee shall not be held more often than once every two (2) months except by mutual agreement.

Section 4. Dispute Resolution

The Union and the Employer acknowledge that unless mutually agreed neither shall use this Committee for the purposes of collective bargaining. Disputes within the Joint Committee shall not be subject to Article 19, Grievance and Arbitration provisions of this Agreement. However, this Paragraph shall not prevent an employee, the Union or the Employer from subsequently pursuing an otherwise grievable issue through Article 19, Grievance and Arbitration.

Section 5. Meeting Space

The Employer and the Union shall mutually agree on meeting locations and share any applicable costs.

ARTICLE 23 LEAVES OF ABSENCE

Section 1. Unpaid Personal Leaves of Absence

Full time employees who have completed six (6) months continuous service and part time employees, who have completed nine (9) months of continuous service, may request an unpaid leave of absence if they are unable to work due to personal reasons, including family obligations and education, and only if they do not qualify for FMLA leave. Personal leaves are normally limited to a period of thirty (30) days, upon written application from the employee and with prior management approval. Such leaves may be extended for additional thirty (30) day periods, upon management approval, up to a maximum of six (6) months.

The employee may continue personal and dependent medical coverage for themselves and any covered dependents during a personal leave by paying one hundred percent (100%) of the cost for this coverage (which is the employer and employee premium). The employee must pay in advance, on a monthly basis, the active employee rate. Failure to make timely payments may

result in a discontinuance of coverage, which would resume upon return to work. A Continuation of Benefits form must be completed two (2) weeks prior to the commencement of your leave in order to continue healthcare coverage.

If a personal leave is approved, accrued vacation and PTO time must be used first as part or all of that thirty (30) day leave. Vacation time may not extend the leave beyond the thirty (30) day period.

When an employee returns from his/her leave of absence in compliance with the approved terms of the leave, such employee shall be returned to work in their former or if the former position is no longer open to a comparable position in the same classification.

Section 2. Qualified FMLA/CFRA Leave

Employees continuously employed by the Employer for twelve (12) consecutive months and who have worked at least 1250 hours within the twelve (12) months preceding the commencement of leave shall be eligible for Family Medical Leave in accordance with the provisions of the federal Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA).

Section 3. Pregnancy Disability Leave

Employees disabled due to pregnancy or pregnancy-related conditions shall be eligible for a maximum of four (4) months unpaid leave of absence. Employees will also be allowed to use their accumulated vacation or PTO hours to extend such disability.

Section 4. Work-Related Disability Leave

The Employer shall grant a leave of absence for up to twelve (12) months to an employee who is unable to work due to a bona fide workers compensation claim. The duration of this leave will be determined based upon the advice of the Employers designated workers compensation physician or the employee's pre-designated physician or as required by California Workers Compensation Law. The Employer shall make reasonable accommodation to assist the employee and return them to work after a work-related injury, and shall work with the Union to develop a modified/light duty program for injured employees.

- (a) Employees returning from work-related disability leave shall be entitled to reinstatement to the same position, classification, unit, and shift as held by the employee at the commencement of the leave.
- (b) If an employee is determined to be permanently disabled and is unable to return to his/her former position or to any vacant position for which he/she may be qualified, such employee may be replaced.

Section 5. Military Leave

Military leave of absence shall be granted to eligible employees who are absent from employment in order to perform duty, on either a voluntary or involuntary basis, in the uniformed service of the United States. Eligibility for military leave, and all other rights and obligations in connection with such leave, shall be in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

Section 6. Bereavement Leave

When a death occurs in the immediate family of an employee, he/she shall be entitled to a leave of absence of up to three (3) days with pay to be taken within the seven (7) consecutive calendar day period of the death or within seven (7) consecutive days before, during or after the scheduled funeral. Such leave shall not exceed the normal number of scheduled hours within a normal work-week. Immediate family is defined as: spouse, father, or current step-father, mother or current step-mother, legal domestic partner, child, step-child, sibling, grandparent, grandchild, current parent-in-law. For any such agreed extension the employee shall use accrued vacation or PTO or take an unpaid leave if his/her vacation and PTO is exhausted.

The Employer may require the Employee to provide proof of death and / or relationship to the deceased.

Section 7. Union Leave

Upon three (3) weeks notice from the Union, the Employer shall grant one (1) employee an unpaid leave of absence of up to one (1) year for Union business, patient care permitting. Upon completion of the leave of absence, the employee will be returned to his/her former job, unless it has been eliminated, or to a comparable position in the same classification, shift, and work hours.

Section 8. Performing Work While on Leave

Performing work for another Employer during an authorized leave of absence that is the same or substantially the same in nature to the work performed by the Employer may constitute cause for dismissal. This Section shall not apply if the employee has been unable to return to a comparable position and accepts a per diem, supplemental, or limited hour's part-time position or opts to remain on leave until such time that a comparable position becomes available.

Section 9. Notice to Replacements

A person hired or assigned as a replacement for an employee on a leave of absence shall be so advised by the Employer.

Section 10. Benefits

During the term of an approved leave of absence, employees shall not earn holidays, vacation, PTO, or other entitlements, except as required by applicable law.

**ARTICLE 24
HOLIDAYS, VACATION AND PTO**

Section 1. Holidays

- a) Paid holidays for the purpose of this Article include:
 - New Year's Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day
 - Christmas day

- b) Employees shall be eligible for holiday pay subject to the following provisions upon the completion of their probationary period.
- c) Employees must work their complete scheduled work day prior to and following the holiday, unless an absence on one of such days is excused by the Employer.
- d) Any employee scheduled to work who fails to report on a holiday shall forfeit holiday pay for that day. Pay for a holiday shall be equal to the employee's regularly scheduled work day at the employee's regular straight-time hourly rate.
- e) Full-time and part-time employees that work one (1) of the above holidays shall be paid for the holiday plus time and one half (1½) his/her base hourly rate of pay for the hours worked for a total of two and one half times (2½) pay for hours actually worked.
- f) Part-time employees that are not scheduled to work on one (1) of the above holidays shall not be eligible for holiday pay.
- g) If a recognized holiday falls on a weekend, full-time employees that are not scheduled to work the holiday shall be compensated for the holiday.
- h) Thanksgiving, Christmas and New Year's Holidays. The Employer will honor full-time employees request for at least one (1) of the following three (3) holidays off: Thanksgiving Day, Christmas Day or New Year's Day, subject to business requirements, which shall not be unreasonably denied. The Employer will rotate scheduled time off for these holidays among employees in an area. Vacation schedules cannot be used to circumvent the rotation of holidays.

Section 2. Vacation.

Full-time regular employees shall accrue vacation pay as follows:

<u>Service Completed</u>	<u>Days Earned Per Month</u>	<u>Max Days Earned Per Year</u>	<u>Maximum Days Available</u>
1-3 years	.84	10	15
4-7 years	.84	10	15
8-19 years	1.25	15	20
20+ years	1.25	15	25

The employee is required to complete the Employer's PTO/vacation request form to be eligible to receive vacation pay. PTO/Vacation requests that are submitted three (3) weeks in advance shall be granted by the Employer by seniority, subject to business requirements. An employee will be granted vacation time off only to the extent that the employee has accrued vacation.

Upon termination of employment or upon changing to non-benefits status, all unused vacation will be paid out at the employee's current regular rate of pay.

Section 3. Paid Time Off (PTO)

PTO is a benefit that provides paid time off when you are ill or when you have appointments, personal matters to attend to during the work week.

Employees may earn up to six (6) PTO days during a twelve (12) month period, commencing with the employee's hire date. PTO requests must be submitted with as much advanced notice as possible, but in no case later than two (2) hours before the start of the employees scheduled

shift. The employee is required to complete the Employers PTO/Vacation request form to be eligible to receive PTO pay. The Director of EVS may require that you provide documentation for your request. PTO will continue to accrue up to a maximum balance of twelve (12) days.

ARTICLE 25 JURY DUTY

Section 1. During the term of this Agreement, regular full-time and part-time employees, as defined in Article 9, Employee Status, who have completed their probationary period and are on active work status, shall be eligible for jury duty pay subject to the following provisions.

Section 2. An employee summoned for jury duty must provide notice to the Employer upon receipt of the summons.

Section 3. An employee placed on telephone standby by the Jury Commissioner is required to report to work as scheduled. The Employer may waive this requirement where the nature of the work and the availability of personnel does not permit the employee to leave on short notice.

Section 4. An employee required to report and serve as a juror, as prescribed by applicable law, and who serves during hours in which the employee would otherwise be working for the Employer (exclusive of overtime hours) shall be paid an amount equal to the difference between the total amount of jury pay received for that day and the amount the employee would have received in pay from the Employer had the employee not been required to serve as a juror. Payment shall be paid based upon the employee's regularly scheduled daily hours at the employee's regular straight time hourly rate during the twelve (12) months preceding jury duty.

Section 5. The Employer's obligation for pay as described in Section 1 above shall be limited to twenty (20) work days per calendar year.

Section 6. An employee is required to return to work upon release from jury duty obligation when there is four (4) or more hours remaining on their scheduled work day.

ARTICLE 26 UNIFORMS

Upon the completion of the probationary period, the Employer shall provide five (5) uniforms and one (1) pair of slip resistant shoes at no cost to the employee. On each anniversary date, the Employer will replace three (3) uniforms at no cost to the employee. If an employee destroys, damages, or loses their uniform, the employee will be responsible for the cost of replacement.

**ARTICLE 27
BULLETING BOARDS**

The Employer will make every attempt to provide to the Union with a glass-enclosed locking bulleting board located in the area of the EVS department time clock. No material that is derogatory to the Employer or the Employer's client shall be posted.

**ARTICLE 28
NO STRIKE / NO LOCKOUT**

Section 1. There shall be no strike or other stoppages or interference with the operations of the Employer during the life of this agreement.

Section 2. The Union shall not directly or indirectly authorize sanction, aid or abet, encourage or condone a work stoppage or a strike and shall undertake all possible steps to prevent or to terminate any strike or work stoppage, including notifying the employee of its disapproval of such action and instruct such employee to cease and return to work.

Section 3. Any employee who participates in activities that violate this Article shall be subject to discipline up to and including discharge at the sole discretion of the Employer. An employee may arbitrate whether he or she committed a violation of this Article but not the disciplinary action taken by the Employer when a violation has occurred.

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

**ARTICLE 29
STANDARDS PRESERVED**

No employee shall suffer any reduction in wages, benefits or conditions of employment, economic or otherwise as a result of the implementation of this Agreement.

**ARTICLE 30
SUB-CONTRACTING**

There will be no subcontracting of bargaining unit work performed by employees, except by express written agreement with the Union.

**ARTICLE 31
PHYSICAL EXAMINATIONS**

All physical examinations required of the Employer for employees in conjunction with their employment in accordance with the practices of the Employer, shall be provided without charge. Pre-employment examinations will be on the employee's time, even after the employee is actually employed.

**ARTICLE 32
SEVERABILITY AND SAVINGS CLAUSE**

In the event that any provision of this Agreement is found to be in conflict with State or Federal law, the remaining provisions of this Agreement shall remain in full force and effect. If a provision of this Agreement is invalidated by State or Federal law, the Employer and the Union shall meet for the purpose of considering lawful substitute provisions.

**ARTICLE 33
SUCCESSORS**

This Agreement shall be binding upon the parties, their successors and assigns. In the event the Client terminates the Agreement for the services currently provided by the employees covered by this Agreement, the Employer shall notify the Union in writing as soon as the Client notifies the Employer.

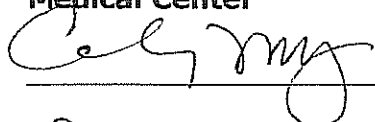
**ARTICLE 34
TERM OF AGREEMENT**

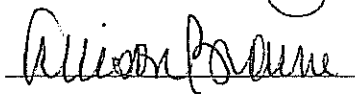
This Agreement shall be in full force and effect commencing with ratification of this Agreement through and including October 11, 2014, and shall automatically continue in full force and effect for yearly periods thereafter unless notice is given in writing by either party, at least sixty (60) days prior to October 11, 2014 or any yearly anniversary date thereafter, indicating its desire to modify, amend, or terminate this Agreement.

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.

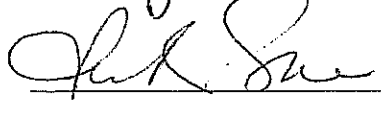
IN WITNESS WHEREOF, the undersigned parties pursuant to proper authority have caused this Agreement to be signed,

**ARAMARK Management Services
Limited Partnership at Los Alamitos
Medical Center**


 11/16/11
Date


 11/16/11
Date

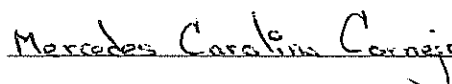
 11/16/11
Date

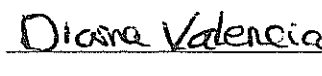
 11-21-11
Date

**NATIONAL UNION OF HEALTHCARE
WORKERS**

 11/21/11
Date

 10/27/11
Date

 10-27-11
Date

 10-27-11
Date

Livia Morak Linay 10-27-11
Date

J. A. G. 10-27-11
Date

Michael B. B. 10-27-11
Date

Richard M. B. 10-27-11
Date

A. B. 10-27-11
Date

Memorandum of Agreement

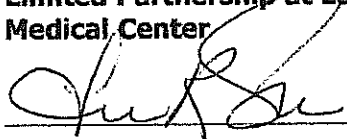
This Memorandum of Agreement is entered into between the, ARAMARK Management Services Limited Partnership at Los Alamitos (the Company) and The NATIONAL UNION OF HEALTHCARE WORKERS (the Union) for the purpose of amending the existing Collective Bargaining Agreement.

WHEREAS, the COMPANY and the UNION are parties to a Collective Bargaining Agreement (the "CBA"), the term of which expires on October 11, 2014; and WHEREAS, the COMPANY and UNION have agreed to modify this agreement as follows:

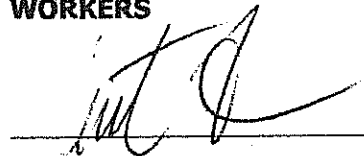
Section 2. Medical, Dental, Vision

ARAMARK will provide eligible employees the opportunity to enroll in medical, **dental and vision** benefits provided through an ARAMARK sponsored carrier. The plan(s), plan design(s) and schedule(s) of benefits may be adjusted from time to time in line with changes in the Medical benefits package 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 1st.

**ARAMARK Management Services
Limited Partnership at Los Alamitos
Medical Center**


Date

**NATIONAL UNION OF HEALTHCARE
WORKERS**


Date

