

**AGREEMENT**

**Between**

**Parkhurst Dining**

**and**

**Service Employees International Union, Local 32BJ**

**March 1, 2019 to February 28, 2022**

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## **AGREEMENT**

This Agreement is made and entered into this 1st day of March 2016 between Parkhurst Dining, a division of Eat'n Park Hospitality Group, Inc. (hereinafter designated as the Employer), and SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 32BJ, (hereinafter designated as the Union.)

### **WITNESSETH:**

WHEREAS, the parties hereto desire to establish a standard of wages and other conditions under which members of the Union shall work for the Employer during the term of the Agreement; and

WHEREAS, the parties hereto desire to regulate relations between the parties with a view of securing harmonious cooperation in mutual objectives and averting disputes,

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth it is agreed by and between the parties as follows:

## **ARTICLE 1 RECOGNITION**

**Section 1.1** The Employer hereby recognizes and acknowledges the SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 32BJ as the sole and exclusive bargaining representative of all its employees employed at Duquesne University, Pittsburgh, Pennsylvania to be operated by the Employer, excluding supervisors, vending employees, catering employees, office clerical and student part-time employees.

## **ARTICLE 2 UNION SECURITY**

**Section 2.1** This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event an entire operation or any part thereof is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. It is understood by this Section that the parties hereto shall not use any leasing device to a third party to evade this contract.

**Section 2.2** It shall be a condition of employment that all employees covered by this Agreement shall, on the thirty-first (31<sup>st</sup>) day following their employment or the effective date of this Agreement, whichever is later, become and remain members of the Union during the term of this Agreement. The requirement of membership hereunder is

satisfied by the payment of the financial obligations of the Union's initiation fee and periodic dues uniformly imposed. It will be the Employer's responsibility to inform the Union of all new hires and give the Shop Stewards the name and date of hire within 5 working days following the completion of the probationary period.

**Section 2.3** Upon receipt by the Employer of a letter from the Union's Secretary-Treasurer requesting an employee's discharge because he or she has not met the requirements of this Section, the employee shall be discharged within fifteen (15) days of the letter if prior thereto the employee does not take proper steps to meet the requirements. In complying with the request for discharge, the Employer will rely upon the statement of the Union to be in accordance with all the terms and conditions of the Labor-Management Relations Act of 1947, as amended.

**Section 2.4** The Employer may employ University of Duquesne students or resident students on a temporary or part-time basis. The Employer may employ students to work up to 12% of the total hours worked per week by bargaining unit employees in union work areas (Towers Hogan Dining Center, Campus Market, The Incline Food Court, Chick Fil A, Cinco Cantina, Starbucks, Law School, Fisher Market Express and Rockwell Market). Students shall not work more than twenty (20) hours per week during any workweek unless there is a special party or event during such week when more employees are needed. Part-time Duquesne University students / resident students and non resident students so employed shall not be required to become members of the Union and shall not be covered by this Agreement. However, the employment of students shall not cause the discharge, lay-off, or reduction of hours of any regular employees. Students shall not be permitted to work at any time when regular employees are on lay-off and available to work. The Employer will provide access to the union on a quarterly basis, records or time cards for the purpose of verifying hours worked by employees defined in this clause. The Union will designate one steward who shall examine the records under supervision of management. Prior notice shall be given and access shall not be unreasonably denied.

**Section 2.5** The Employer shall inform all regular full-time and part-time employees at the time of hire of the existence and terms of this Agreement and the obligation of such employee as to Union membership. The Employer agrees, within five (5) days after the completion of the probationary period to notify the union of the name, address and classification of occupation of each such person so hired.

**Section 2.6** Newly hired employees shall have no seniority for the first forty-five (45) actual work days of their employment, but if the employee's employment is continued beyond the forty-five (45) work day period, his/her seniority shall date back to the date on which he/she was hired. During this forty-five (45) work day period, the employee is a probationary employee, and during said period, discharge may be made by the Employer without being subject to the grievance procedure, subject, however, to the other applicable terms and provisions of this Agreement.

**Section 2.7** The Employer agrees to deduct the Union's monthly dues, agency fees, assessments and initiation fees from the pay of each employee from whom it

receives written authorization. Dues and other monies deducted in accordance with this Section shall be deducted once per month and forwarded to the Union not later than the twentieth (20th) day of each month. Employees shall be required as a condition of employment to furnish authorization to make deductions as hereinbefore set forth. If an employee does not revoke his or her dues authorization at the end of a year following the date of authorization, or at the end of the current contract, whichever is earlier, it shall be deemed a renewal of authorization, irrevocable for another year, or until the expiration of the next succeeding contract, whichever is earlier.

**Section 2.8** The Employer agrees to honor and transmit to the Union contribution deductions to the American Dream Fund (ADF) from employees who sign deduction authorization cards. The deductions shall be monthly and in the amounts specified on the political contribution deduction cards.

**Section 2.9** The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any provisions of this Article or any other provision of this Agreement relating to any requirements of membership in the Union or obligations of Union members or by reason of the Employer's reliance upon any list, notice, request or assignment furnished under any such provisions.

**Section 2.10** The Employer shall maintain accurate employee information and transmit dues, initiation fees and all legal assessments deducted from employees' paychecks to the Union electronically via ACH or wire transfer utilizing the 32BJ self-service portal, unless the Union directs in writing that dues be remitted by means other than electronic transmittals. The transmission shall be accompanied with information for whom the dues are transmitted, the amount of dues payment for each employee, the employee's wage rate, the employee's date of hire, the employee's location or location change, whether the employee is part-time or full-time, the employee's social security number, the employee's address and the employee's classification. The Union shall provide any necessary training opportunity to the employer to facilitate electronic transmissions.

The Employer shall maintain accurate employee information and transmit political contributions deducted from employees' paychecks to the Union electronically via ACH or wire transfer utilizing the 32BJ self-service portal, unless the Union directs in writing that such political contributions be remitted by means other than electronic transmittals. The transmission shall be accompanied with information for whom the dues are transmitted, the employee's address and social security number and phone number. The Union shall provide any necessary training opportunity to the employer to facilitate electronic transmissions.

## **ARTICLE 3 WAGES**

**Section 3.1** All salaries and wages shall be paid bi-weekly by the Employer. The normal payday shall be on a Monday. If a payroll mistake is caused by the Employer, all reasonable attempts shall be made to make the affected employee whole by the next payday.

**Section 3.2** The regular hourly rates of pay for the various job classifications covered by this Agreement are set forth in Exhibit "A" which is attached hereto and made part hereof.

**Section 3.3** This Agreement shall not interfere with present employees receiving higher wages as compensation for superior knowledge and ability who shall continue to receive such higher wages during the term of the Agreement, unless their employment is terminated.

It is agreed that the Employer may in its sole discretion at any time during the term of this Agreement pay any employee above the regular applicable hourly rate of pay set forth in Exhibit "A" when such employee's duties require special skills not normally required of other employees in the same classification.

**Section 3.4** Any bargaining unit employee who is temporarily assigned to work in a higher job classification regardless of the amount of time shall receive the rate of pay for such higher classification for the entire shift. However, if an employee is assigned to work at a lower job classification, they shall never be paid less than their regular hourly rate of pay.

**Section 3.5** Shop stewards shall be granted two (2) days off per contract year to attend steward training class, provided written request is submitted to the Employer at least two (2) weeks in advance. The Employer will reimburse two (2) shop stewards for scheduled working time lost, up to a maximum of eight (8) hours straight time pay per day, a maximum of two (2) days per contract year. The Employer will reimburse additional shop stewards for scheduled working time lost and the Union will reimburse the Company for the wages paid to those shop stewards, including payroll taxes and pension contributions.

## **ARTICLE 4 MANAGEMENT**

**Section 4.1** The Employer has the exclusive right and power to manage, control and conduct its business, to plan and direct the working force, including the right to hire, schedule or transfer, discharge, promote or demote its employees for just cause and to make such rules relating to operations as it deems advisable, subject, however, to other provisions of this Agreement.

**Section 4.2** Without limiting the foregoing rights and in recognition of the special responsibilities of the Employer, dishonesty, theft, violence, intoxication, insubordination, willful destruction of Company or University property, being banned from campus by the University, harassment in violation of the Company's harassment policies, and immoral conduct shall be deemed sufficient cause for dismissal.

## **ARTICLE 5 HOURS OF WORK**

**Section 5.1** The normal work week for regular full-time employees shall consist of thirty-seven to forty hours work and time and one-half (1 1/2) shall be paid for all hours worked in excess of forty (40) hours per week or eight (8) hours in one day.

**Section 5.2** Regular full-time employees shall be scheduled on a five (5) day per week basis; however, days off need not be consecutive. The Employer shall have the right in each instance to fix schedules.

**Section 5.3** The regular work schedule shall be so arranged by the Employer that no regular full-time employee shall be scheduled to work more than eight (8) hours in any given day. There shall be no splitting of the work shifts. The day's work is to consist of the agreed upon number of hours to be worked continuously with the exception of lunch periods and other scheduled relief periods.

**Section 5.4** A one-half (1/2) hour scheduled unpaid lunch period shall be provided to regular full-time employees exclusive of the number of hours worked in a day. Regular full-time employees shall also receive two (2) scheduled, paid 15 minute relief periods per shift. If scheduling and staffing needs permit, and subject to management approval, a regular full-time employee may be permitted to combine his/her two paid 15 minute relief periods into one paid 30 minute relief period. Additionally, if a regular full-time employee desires to work a regular, pre-scheduled eight (8) hour shift which includes a one-half (1/2) hour paid lunch period and no (0) relief periods (paid or unpaid), he/she may make a request for such schedule to management; however, management retains the final authority, subject to scheduling and staffing needs, to grant or deny the request.

**Section 5.5** If a regular full-time employee works on his scheduled days off, he shall be paid at the rate of time and one-half (1 1/2) the prevailing rate for all hours worked exclusive of the number of hours worked in his regularly scheduled work week. There shall be no pyramiding of overtime hours.

**Section 5.6** Employees called from their home to work overtime or straight time shall receive pay for not less than four (4) hours of work on that day. This shall not be construed as a guarantee of the amount of pay when called out before the scheduled work day or retained after the regular work day for work.

**Section 5.7** Employees will be given a ten (10) minute grace period for clocking in at the start of their shift provided that they are in uniform and report directly to their work station. When the Pittsburgh Public Schools are closed or operating on a two-hour delay,

employees whose scheduled start time is 12 pm or earlier shall be entitled to a thirty (30) minute grace period. Any employee that exceeds the grace period or is not in uniform when clocking in will be subject to disciplinary action.

**Section 5.8** Nothing contained herein shall be construed as a guarantee of any number of hours worked per day or per week.

**Section 5.9** Regular full-time employee status is achieved by any employee that is in a bid job and is regularly scheduled for a minimum of thirty-seven (37) hours per week.

**Section 5.10** Employees who work between the hours of 10:00 p.m. and 5:00 a.m. shall receive a differential of an additional twenty-five (\$.25) cents per hour for each hour worked between 10:00 p.m. and 5:00 a.m. Hours worked prior to 10:00 p.m. and hours worked after 5:00 a.m. will not receive the differential.

**Section 5.11** When regular part-time employees are scheduled or called in they will be paid for a minimum of four (4) hours.

**Section 5.12** The Employer will maintain at least four (4) full-time roundspersons. Due to the nature of this position, it is understood that the daily work assignment of the roundsperson may fluctuate. Each roundsperson will have regularly-scheduled hours and will have two (2) days off each week.

**Section 5.13** There shall be no direct dealing between Employees and Management for schedule changes, hour reductions, or hour increases.

## **ARTICLE 6 SENIORITY**

**Section 6.1** The Employer has the right to determine the number and character of positions to be filled by employees. In the event a new job is created by the employer, the new job and rate of pay for such job shall be subject to negotiations between the Employer, the Union and the bargaining Committee.

### **Section 6.2 New Facilities**

Management will determine the number and characteristics of bargaining unit jobs for any facilities opening after March 1, 1997. Employee job bid awards will be based on seniority, qualifications, skill level and ability to perform the job requirements. If these facilities are required to be open throughout the calendar year, those employees successful in job bids will be required to work positions in these facilities that are available during the summer with the exception of vacation periods.

In the event that the employer's contract to operate the facilities is canceled or changed by the university, the employees in these facilities may exercise their right to bump a less senior employee in accordance with Section 6.4



Starbucks is considered specialized. Starbucks will require its regular employee base to fill positions that are available during the summer with the exception of their scheduled vacation periods. The employer may employ students on a part-time basis.

**Section 6.3** All employees covered by this Agreement shall have Bargaining Unit seniority beginning on their date of hire by Parkhurst or any predecessor dining service employer at Duquesne University.

**Section 6.4** In the event of a layoff in any job classification, the employee with the least amount of Bargaining Unit seniority shall be laid off first. If such laid off employee has more Bargaining Unit seniority than another employee in any job classification, he/she may exercise their seniority and bump any less senior employee. The displaced employee shall continue to bump accordingly. Any employee whose position is eliminated and is forced to bump into a lower paying position shall keep his/her current rate of pay.

### **Section 6.5**

(a) In the event there are any job vacancies in any job classification, the Employer agrees that within five (5) days of the vacancy it will post job descriptions for the vacancies in all work locations on the bulletin boards accessible to all employees for a period of 72 hours. Vacant jobs will be posted with at least the same number of hours that were worked by the most recent incumbent employee. Except for positions covered by Section 6.5(b), employees interested in bidding on a position must bid within this 72-hour period.

(b) The Employer will conduct skills assessments for the following positions to assess whether interested candidates possess the skills required for the positions: Cook, Action Station Cook, Baker and Roundsperson. For persons in Action Station Cook, Cook, Grill Cook, Prep Cook or Pizza Cook bids, the skills assessment would be waived for other cook positions. Before bidding on a vacancy for one of these positions, interested candidates should review the essential functions of the job in the job description for each position, including the skills and qualifications required for each position. The skills assessments will be conducted within five (5) days of the posting of a job bid for the above positions. The most senior employee bidding into one of these vacant positions will be required to pass the skills assessment unless he or she has previously held the position with the employer within the last 24 months. Interested candidates who elect to undergo a skills assessment do so voluntarily and will not be paid for their time. The Employer will inform the Union stewards of interested candidates who demonstrate that they possess the skills required for the positions, as well as those who do not. The employee with the most Bargaining Unit seniority who has demonstrated that he/she possesses the skills required for the position will be awarded the bid, if practicable, within ten (10) days of the posting.

(c) For job bids on any positions other than those set forth in Section 6.5(b), the employee with the most Bargaining Unit seniority shall be awarded the bid, if practicable, within ten (10) days of the posting.

(d) Any employee with twenty (20) or more years of service will retain his/her rate of pay when awarded a job bid in a lower-paying job classification; otherwise, employees will receive the rate of pay applicable to their new job classification. In the event of a schedule change of more than two (2) hours, the employee that presently holds the position will have the right to retain the position. If said employee does not want to retain the new schedule, he/she may exercise their seniority and bump a less senior employee in accordance with Section 6.4. If the vacancy remains unfilled, management may go outside of the unit to fill the position.

**Section 6.6** The trial period for employees moving into Chick Fil A shall be 10 days. Before the trial period is considered complete, the Employer will provide 10 days of training, which shall include 10 hours of material training off the floor.

**Section 6.7** If within five (5) days of actual work (trial period), the Employer determines that any transferred or promoted employee is not qualified for the job or is not performing the work satisfactorily, the employee shall either be retained in or returned to his/her regular job and shift without loss of seniority. The Employer's decision shall be subject to arbitration hereunder. The employee may elect to return to his/her prior job within five (5) days.

Employees who bid on a job and are awarded the job will be restricted from a lateral bid for ninety (90) working days from the last bid date. For the purpose of this provision, a lateral bid refers to an employee moving from one job classification to another job classification without a change in hourly wage rate or number of hours worked. There shall be no restrictions on upward bids.

The trial period for employees moving into Starbucks shall be 10 days. Before the trial period is considered complete, the Employer will provide 10 days of training, which shall include 10 hours of material training off the floor.

**Section 6.8** Extra employees or contingents with substantial regularity of employment for a period of three (3) months or more shall receive preference in steady employment, other considerations being equal.

**Section 6.9** Seniority shall be broken when a regular full-time employee:

- a. Quits or resigns;
- b. Is discharged for cause;
- c. Is laid off for more than twelve (12) months;
- d. An employee's failure to report his intention of returning to work within three (3) calendar days and fails to actually report to work within seven (7) calendar days after being called back by the Employer after notification or by registered letter mailed to his/her last known address and a copy sent to the Union. All employees assume full responsibility for correct addresses and telephone numbers being registered with the Employer;
- e. Fails to return following the end of leave of absence or layoff between semesters without an adequate excuse;

- f. Fails to report to work for four (4) calendar days without notifying the Employer during the four (4) calendar days of the valid reason for such absence.

**Section 6.10** In the event a regular full-time employee calls off, management will first assign a roundsperson to fill the position. If there is not a roundsperson available, management will assign a floater on call for that day to fill the position. In assigning a floater to fill the position, management will first call the most senior floater on call for that day and will continue to call on-call floaters in order of seniority until the floater list is exhausted. If there is not a floater available to fill the position without incurring overtime, management will refer to the “call-in” list within the location of the employee who called off and will continue to call until the list is exhausted. The Employer will maintain a signup sheet for anyone who wishes to be called in for overtime or additional hours when it is available (“call-in” list). Employees on the “call-in” list will be called according to seniority. Employees may add or remove their names from the list when needed. If operational/production needs permit, this call may be witnessed by a Bargaining Unit employee. This section does not constitute a guarantee of overtime.

In the event a part-time employee calls off, management will first assign a roundsperson to fill the position. If there is no roundsperson available, management then will call floaters by seniority to fill the vacant scheduled hours and then refer to the call-in list if no floaters are available. A roundsperson may be assigned to fill in for a part-time call-off in the event no full-time employees call off but will retain his/her regularly scheduled hours for that day.

**Section 6.11, Definition of a Floater:** A floater is a part-time employee who will be “On Call.” Employees applying for floater positions will inform the Employer of the days they are available. Floaters may then be on call for those days. If the floater is needed, the employer will call the floater to report to work the day before or on his/her scheduled “on-call” day before 3 PM. If the floater is not called by 3 PM on their scheduled “on-call” day, they will be considered off for that day. The employer may still call a floater in after 3 PM, but the floater is not obligated to report to work for that day. The employer may offer work to Floaters on any other days in accordance with Section 6.9, but the floater has the option to say no if it is not their scheduled on-call day.

The Floater must report to work on his scheduled floater days when called or be considered terminated while on probation. If the Floater is no longer on probation and refuses work on his scheduled day when called according to this Section, he/she may be subject to progressive discipline.

A Floater will not have a set schedule. However, a Floater may be scheduled for requests off or temporary vacancies. If a Floater is needed in a position on a regular basis that position will be posted for bid according to Section 6.5 as a part-time job bid. If a Floater is called in to be at work by management and upon arriving is told that there is no work available, they shall be entitled to 4 hours pay.

**Section 6.12** In the event a regular part time employee bids into a full time job and by no fault of their own they are bumped out of the full time job, the employee has the option to (1) bump back to their original part time position or (2) become a floater with no guarantee of hours worked per week.

**Section 6.13** In the event a regular full-time employee is absent from work due to extended illness, FMLA or other leave of absence, his/her position will be posted as a temporary vacancy in accordance with the terms of Section 6.5 and filled by the most senior part-time employee or floater who bids. The temporary vacancy created by the part-time employee or floater who fills the temporary vacancy will be filled by a floater.

When the absent employee returns from leave, all employees will return to their position held prior to bidding on the temporary vacancy.

## **ARTICLE 7 HOLIDAYS**

**Section 7.1** Holidays shall be granted to regular full-time employees as follows: New Year's Day, Martin Luther King Jr.'s Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day and the employee's birthday in accordance with the conditions and provisions as hereinafter provided. Regular full-time employees eligible for holiday pay will be paid for the holiday based on the hours they are regularly scheduled to work in a work day. (By way of example, a full-time employee regularly scheduled to work an 8 hour work shift will receive 8 hours pay for the holiday.)

**Section 7.2** The rules and regulations regarding the observance of the employee's birthday as a paid holiday are: an agreement between the Employer and employee, that the employee's birthday shall be a paid day off; or upon two (2) weeks notification and approval by the Employer, a paid day off between September 15 and May 1. If multiple requests for a day off occur, management will approve the day only if it does not interfere with the course of operations on a seniority basis. Those employees with birthdays during the summer layoff period must choose a day off with pay during the time limits established above. It is the responsibility of the employee to notify the Employer at least two (2) weeks in advance of a birthday for a day off with pay.

Employees hired after March 1, 1994 will only receive holiday pay based on the actual hours they are normally scheduled for the day on which the holiday falls.

**Section 7.3** When one of the designated holidays falls on Sunday, it will be observed on the following Monday.

**Section 7.4** Regular full-time employees who are required to work on any holiday shall be paid time and one-half (1 1/2) for all hours worked on such holiday in addition to holiday pay.

**Section 7.5** Any regular full-time employee whose regular day off falls on a holiday shall receive an extra day off or an additional day's pay at the option of the Employer.

**Section 7.6** If a holiday falls within a regular full-time employee's vacation period, he shall receive the holiday pay or an additional day off with pay at the option of the Employer.

**Section 7.7** The Union recognizes that the Employer's operations require continuous food service and it is agreed that the Employer shall have the right to require any employee to work on any of the holidays. The Employer will endeavor to give off as many holidays as possible consistent with the orderly operation of its service. The Employer will use reasonable efforts to require work to be performed on paid holidays by either seniority or rotation.

**Section 7.8** In those weeks which contained any of the above nine (9) holidays, such holiday, if not worked, will be counted as normal hours worked in order to establish forty (40) hours of work for overtime purposes.

**Section 7.9** The day before Christmas, if a scheduled work day, will be given as a day off with pay. An employee required to work on that day shall receive another day off, with pay, within a week.

**Section 7.10** If Veteran's Day is declared a full holiday by the University, it shall be a paid holiday for employees covered by this Agreement.

**Section 7.11** To be eligible for a holiday benefit, a regular full-time employee must have been in the employ of the Employer for a least sixty (60) calendar days. Excluding Memorial Day and July 4, an employee must work the scheduled day before and the scheduled day after the holiday in order to receive holiday pay. However, employees shall receive pay if absent because of funeral leave or illness which is verified by a doctor's statement.

**Section 7.12** If a holiday falls during a temporary lay-off or temporary shutdown, regular full-time employees shall receive the holiday pay.

**Section 7.13** No holidays will be paid while a person is off sick which exceeds the STD coverage as defined under Article 11.5 or who qualify for FMLA.

## **ARTICLE 8 VACATIONS**

**Section 8.1** Regular full-time employees who have worked continuously for:

- a. One (1) year or more shall receive two (2) weeks' vacation with full pay.
- b. Five (5) years or more shall receive three (3) weeks' vacation with full pay.
- c. Sixteen (16) years or more shall receive four (4) weeks' vacation with full pay.

- d. Twenty-five (25) years or more shall receive five (5) weeks' vacation with full pay.

**Section 8.2** Employees may use their vacation time during the summer, while on FMLA or any other medical leave of absence, or during the following break periods. Thanksgiving (1 week), Christmas (1 or 2 weeks if available) Spring break (1 week). Employees wishing to take vacation during any other time of the year, including for use as "request off" days with 14 days' advance notice, may do so with prior approval from Management.

Employees requesting vacation to be paid during Thanksgiving, Christmas or Spring Break will do so by choosing which days they want to be paid by filling out a vacation request form. Management will hold a meeting to inform employees and assist them if necessary. These forms must be in three (3) days prior to the last day of work for the breaks. Employees electing to take vacation during Summer Break will be given a schedule of their vacation pay out, to show when it will be paid.

**Section 8.3** The Employer shall post a schedule listing employees in the order of their departmental seniority, such employees to have the right to choose the period of their vacation during regular school close-down periods or in the summer in accordance with their seniority rights as shown in said schedule, all in accordance with the past scheduling and past practice of the Employer.

**Section 8.4** Years of continuous service shall be calculated from the date of the employee's last hire by the Employer or predecessor dining service employers at Duquesne University where applicable exclusive of rehiring following seasonal layoff.

Employees who become Regular Full-Time or who reach a new vacation tier during the academic year will receive a pro-rated amount of vacation time from that month until the following August 1. The amount of vacation time will be 1/12 less for each month after August than the total number of hours earned based on years of service.

For example: John Doe has 10 years of service and he became Regular FT in December. A 10-year employee received 4-weeks of vacation. Based on his December change, John will receive 66.7% of his 4 weeks, which equals 2.67 weeks. On August 1, he will receive four (4) full weeks.

		For Increase to new tier mid-year anniversary	For PT moving into a FT position mid-year
		Hours	Hours
Month of Pro- Ration	% of Vacation Hours	40	80
August	100%	40	80

September	91.7%	36.7	73.3
October	83.3%	33.3	66.7
November	75%	30	60
December	66.7%	26.7	53.3
January	58.3%	23.3	46.7
February	50%	20	40
March	41.7%	16.7	33.3
April	33.3%	13.3	26.7
May	25.0%	10	20
June	16.7%	6.7	13.3
July	8.3%	3.3	6.7

**Section 8.5** An employee whose employment terminates prior to his anniversary date, shall receive vacation pay pro-rated in accordance with the number of months worked by him since the last anniversary date of employment.

## **ARTICLE 9 JURY DUTY**

**Section 9.1** Regular full-time and regular part-time employees shall be reimbursed for scheduled working time lost while serving on the jury or for up to two (2) consecutive days as a subpoenaed witness in State or Federal Court provided that the jury or witness fee, if any, is endorsed to the Employer and submitted to the payroll office.

## **ARTICLE 10 BEREAVEMENT PAY**

**Section 10.1** The Employer will grant up to three (3) days of leave of absence, with pay, to employees for scheduled working time lost by an employee because of death in the employee's immediate family from the date of death through the day following the funeral. Immediate family shall consist of spouse, mother, and father, brother, sister, children, mother-in-law, father-in-law or grandparents. One (1) day leave of absence with pay shall be granted for the death of a brother-in-law or sister-in-law.

Positive proof of death consisting of documentation from a licensed funeral director listing relationship, date of death and burial must be provided to the Employer to receive bereavement pay.

Eligibility for bereavement leave applies only to regular full-time employees, part time employees with more than one (1) year of service, and floaters with more than one (1) year of service.

## **ARTICLE 11 INSURANCE & WELFARE BENEFITS**

**Section 11.1** The Employer shall provide the following welfare and insurance benefits after sixty (60) days of employment for all employees in a regular bid position who are regularly scheduled to work a minimum of 32 hours per week during the academic year.

**Section 11.2** The Employer agrees to make payments into a health trust fund known as the “Building Service 32BJ Health Fund,” under such provisions, rules and regulations as may be determined by the Trustees of the Fund, to cover regular full-time employees covered by this Agreement after sixty (60) days of employment, and, where applicable, the eligible dependents of such employees, with such health benefits as may be determined by the Trustees of the Fund. Contributions shall be made for eligible employees twelve (12) months per year, which includes seasonal temporary layoff periods. During the term of this contract, the Company and Union may discuss alternate plans beneficial for both parties.

(a) The Employer shall pay the following monthly rate of contribution to the Fund for each covered employee for single coverage:

Effective 1/1/19	\$749 per month
Effective 1/1/20	\$776 per month
Effective 1/1/21	\$804 per month
Effective 1/1/22	TBD by fund, with rate increase not to exceed 6%

(b) The Health Fund shall offer dependent health care coverage that satisfies the requirements of the Affordable Care Act, to eligible full-time employees covered by medical insurance through the fund who elect such dependent coverage in accordance with the Fund’s enrollment procedures and agree to contribute at rates to be determined by the Health Fund Trustees. The Employer agrees to work in good faith with the Union and the Health Fund to get the necessary confirmations and documentation the Employer reasonably deems necessary so that employee contributions for said dependent health care coverage may be deducted on a pre-tax basis from the wages of eligible full-time employees who have elected such coverage through a Section 125 Plan, prior to January 1, 2016. If the necessary confirmations and documentation can be provided, the Employer shall establish and sponsor a plan in compliance with the requirements



of Section 125 of the Internal Revenue Code, and any regulations issued thereunder, to allow full-time employees to choose between receiving the amounts above as cash paid in the employee's wages or paying the Health Fund for dependent health care coverage. Upon written authorization by the Employee, the Employer shall deduct from the Employee's wages in equal amounts every pay period, on a pre-tax basis, an amount which shall equal the applicable monthly contribution described above and remit those employee contributions to the Health Fund in accordance with the Health Fund's policies and procedures.

The Employer shall make the following monthly contributions on behalf of each employee who elects to purchase dependent child coverage at the employee's own cost in accordance with the process described immediately below:

Effective January 1, 2019	\$1,648 per month
Effective January 1, 2020	\$1,707 per month
Effective January 1, 2021	\$1,768 per month
Effective January 1, 2022 increase not to exceed 6%	TBD by Fund, with rate

The Employer shall make the following monthly deductions in equal amounts from employee's paychecks for those employees who elect to purchase dependent child coverage:

Effective January 1, 2019	\$899 per month
Effective January 1, 2020	\$931 per month
Effective January 1, 2021	\$964 per month
Effective January 1, 2022 increase not to exceed 6%	TBD by Fund, with rate

The Health Fund will offer newly hired employees dependent child coverage any time within one hundred twenty (120) days of their date of hire, although coverage cannot begin earlier than the ninety first (91<sup>st</sup>) day of employment. Thereafter, the Health Fund shall conduct an annual open enrollment period of thirty (30) days commencing in the month of October on dates established by the Fund each year during which employees may elect to enroll or discontinue dependent child coverage. The Fund shall inform the Employer in advance if the annual open enrollment period will be commencing in a month other than October. Although the Fund shall conduct the Open Enrollment process for eligible employees, the Employer and Union will facilitate reasonable requests from the Fund regarding the Fund's open enrollment periods.

Enrollment of children due to family status changes, such as the birth or adoption of a child or loss of coverage by a non-enrolled dependent, may be done at any time in accordance with Fund Special Enrollment Rules as set forth in the Health Fund Summary Plan Description. Enrollment of dependents for those who elect

dependent child coverage shall follow the Fund's eligibility and special enrollment rules."

(c) Employees who opt out of health care coverage for the life of this Agreement will receive \$1,500 in June of each year. Only those employees listed in Appendix E may opt out of health care coverage.

Example: If you elect no coverage from March 2016 through February 2019, you will receive \$1,500 in June 2016, \$1,500 in June 2017, \$1,500 in June 2018 and \$1,500 in June 2019.

(d) Contributions shall not be required for casual labor or temporary substitute help. There shall be no contributions for student employees.

**Section 11.3** (a) Beginning in 2015, there shall be an annual open enrollment period during the month of October of each calendar year. Except in the case of a qualified change in family status as defined by the Fund, employees may elect family coverage or elect to discontinue such coverage only during the open enrollment period. Such election or revocation of election shall take effect on January 1<sup>st</sup> of the subsequent calendar year. Examples of a qualified change in family status are, but are not limited to, marriage, the birth or adoption of a child and the loss of medical insurance by a spouse.

(b) A description of the special enrollment rights in the event of a qualified change in family status shall be provided to the employee on or before the employee becomes eligible to participate in the Fund.

(c) Newly hired employees shall have a wait period of sixty (60) days before becoming eligible to participate in the Health Fund, and no contributions shall be made on behalf of new employees for the sixty (60) day wait period.

(d) Effective January 1, 2015, newly hired employees shall elect family coverage no later than thirty (30) days after the expiration of the sixty (60) day wait period. A newly hired employee who fails to timely elect family coverage as herein provided shall be precluded from electing such coverage except during the October open enrollment period or in the event of a qualified change in family status.

**Section 11.4** (a) If the Employer fails to make required reports or payments into the Fund, the Trustees may in their sole and absolute discretion take any action necessary, including but not limited to immediate arbitration and suits at law, to enforce: such reports and payments, together with interest and, liquidated damages as provided in the Fund's trust agreement, and any and all expenses of collection, including but not limited to counsel fees, arbitration costs and fees and court costs.

(b) By agreeing to make the required payments into the Fund, the Employer hereby adopts and shall be bound by the Agreement and Declaration of Trust as it may be amended and the rules and regulations adopted or hereafter adopted by the Trustees of the Fund in connection with the provision and administration of benefits and the collection

of contributions. The Trustees of the Fund shall make such amendments to the Trust Agreement, and shall adopt such regulations as may be required to conform to applicable law. The Fund shall notify the Employer of any such changes or amendments to the Trust Agreement.

**Section 11.5** The Employer will provide eligible employees (regular full-time) the opportunity to enroll in Short-Term Disability (STD) benefits provided through an Employer-selected provider. Benefits include replacement of 60% of weekly base salary up to a maximum of 26 weeks. The plan has an elimination period of 7 calendar days before benefits will be paid. The employee may use accrued sick/PTO or vacation time for the elimination period. 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. While on an unpaid summer leave or layoff the employee is not eligible for STD benefits. STD is effective the first of the month following 90 days of employment.

The Employer and employee cost for 2016 is shared – 57% Employer, 43% employee. The weekly disability rate is subject to change on an annual basis as well as the cost share.

Part-time employees may purchase Short-Term Disability coverage by paying 100% of the premium, which shall be deducted bi-weekly from the employee's pre-tax earnings.

## **ARTICLE 12 GRIEVANCE PROCEDURE**

**Section 12.1** Should a grievance arise as to the meaning and application of, or compliance with the provisions of the agreement, the Bargaining Unit employee shall inform his steward by filing a grievance. The Bargaining Unit employee or the Union must file the grievance within seven (7) calendar days or the grievance is void. The grievance must be dated and submitted in writing and must include the date of the incident giving rise to the grievance, and the nature of the grievance.

Step 1 The steward shall refer the grievance to the grievant's immediate Supervisor and a meeting shall be scheduled within two (2) working days between the grievant, shop steward and immediate Supervisor to try to resolve the issue. The Employer shall give a written decision within seven (7) working days of the meeting.

Step 2 If the Union is not satisfied with the written decision of the immediate Supervisor, the Union may appeal said grievance to the grievant's on-site General Manager. This appeal must be within seven (7) working days of the date of the written response from the immediate Supervisor, or the grievance shall be rendered settled. Upon appeal, a copy of the grievance shall be forwarded to the grievant's on-site General Manager, and the grievant's on-site General Manager and the Business Agent of the Union shall meet within seven (7) working days to

try to resolve the issue with the grievant. If an extension is needed either party may request such in writing prior to the expiration of the seven (7) working days. If the parties are unable to resolve the issue, either may proceed to Step 3.

The parties agree that the Union may submit a grievance over the termination of a bargaining unit employee directly at Step 2.

Step 3 If the Union and the grievant's on-site General Manager are unable to mutually agree on a solution to the grievance at Step 2, either party may elect to submit the grievance to arbitration. In such event, such party must notify the other in writing of its desire to submit the grievance to arbitration within thirty (30) days following the Step 2 answer or the Step 2 answer shall be final. The Company's District Manager or designee and the Union's Pennsylvania Director of Employee Relations or Designee shall then meet to discuss a final resolution, and if a final resolution is not reached, shall submit the case to arbitration.

The Employer agrees that the time strictures for filing a grievance for arbitration shall not be enforced until an employee's grievance appeal rights have been exhausted pursuant to the Union's Constitution and By-Laws, provided that this appeal period shall not exceed a maximum 45-day time limit.

The parties agree to the following panel of arbitrators to hear cases submitted to arbitration under this Agreement: Michael McDowell, Matthew Franckiewicz, Michael Paolucci, and David Breen. These arbitrators will hear cases on a rotating basis.

The parties shall select a date for arbitration within 30 days of selecting an arbitrator.

**Section 12.2** Each party shall share equally the cost of the services of the arbitrator, as well as all other costs relating to said arbitration, such as rent for meeting room and stenographic record if one is desired by the arbitrator.

## **ARTICLE 13 NO STRIKE**

**Section 13.1** It is mutually agreed that there shall be no work stoppage, slow down, strike or other interference with work by the Union or its members and no lockout by the Employer for any reasons during the time specified herein.

## **ARTICLE 14 NON-DISCRIMINATION**

**Section 14.1** No employee or applicant for employment covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union. Neither the Employer nor the Union shall discriminate for or against any employee or applicant covered by this Agreement on account of race, color, sex, religious creed, age, national origin, familial status or any other status or classification protected by applicable law.

## **ARTICLE 15 PAID SICK LEAVE**

**Section 15.1** Regular full-time employees shall receive five (5) paid sick leave days per year. Employees with less than a years' service on March 1, accrue one (1) day sick leave for each ten and a half (10 1/2) weeks worked to a maximum of five (5) days. Sick leave is to be used for illness only. The Company reserves the right to request medical verification in cases of suspected sick leave abuse.

Regular full-time employees may receive up to five (5) additional paid time off days for perfect attendance as follows:

- i. If an employee has perfect attendance in the fall semester, he/she will receive two (2) PTO days at the end of the fall semester;
- ii. If an employee has perfect attendance in the spring semester, he/she will receive two (2) PTO days at the end of the spring semester, even if the employee did not have perfect attendance in the fall semester;
- iii. Regular full-time employees who have perfect attendance in the summer semester (May 15<sup>th</sup> – August 15<sup>th</sup>) will receive one (1) PTO day at the end of the summer semester, even if they did not have perfect attendance in the preceding fall or spring.

**Section 15.2** Part-time employees in a regular bid position who are regularly scheduled to work a minimum of 32 hours per week during the academic year shall receive one (1) paid sick leave day per year. Pay for the day will be based on the hours that the part-time employee is regularly scheduled to work in that work day.

If a regular part-time or part-time employee has perfect attendance in the fall semester of an academic year, he/she will receive two (2) PTO days at the end of the fall semester. If a regular part-time or part-time employee has perfect attendance in the spring semester of an academic year, he/she will receive two (2) PTO day at the end of the spring semester.

**Section 15.3** The Employer and the Union will comply with the provisions of the Federal Family and Medical Leave Act. Nothing in this Agreement is intended to conflict with the FMLA, the Americans With Disabilities Act or other applicable law.

**Section 15.4** Sick leave period will run from August 1 to July 31. At the end of the academic year in May, the employee may choose to either have the sick days paid out up to a maximum of five (5) days per year plus any bonus days earned, or bank unused days up to a maximum of ten (10) days. Unused sick days will not be paid out upon involuntary termination. Unused sick days will be paid out: (a) in the event of death, and, (b) in the event of voluntary resignation and retirement provided the employee provides at least 14 days' written notice of resignation or retirement and (c) upon request by an employee during any future Winter or Spring Break. In the event unused sick days are paid out in accordance with this Section, they will be paid out within 30 days of the employee's last day of employment.

**Section 15.5** At the end of each academic school year, employees shall receive a statement of the number of PTO, sick and vacation days they have left from the year, including any days they may have earned and not used.

## **ARTICLE 16 PENSION**

**Section 16.1** The parties agree that the employees covered by this agreement shall participate in Service Employees International Union National Industry Pension Fund. The Employer, the Union, and the employees shall abide by and be governed by the provisions of the Pension Plan. The rights of the employees participating in the Pension Fund are set forth in the Pension Plan Agreement dated January 1, 1988 and as amended from time to time by the Board of Administration. The Employer agrees to send monthly reports to the Union of the hours paid into their pension benefit plan and amount of money paid into it.

**Section 16.2** The base contribution rate will be \$.68 per hour. To comply with the preferred schedule, effective March 1, 2019, the Employer agrees to contribute an additional 115.4% in supplemental contributions on top of base contributions, for a total amount of \$1.46 per hour for each hour worked. Effective March 1, 2020, the Employer agrees to contribute an additional 132% in supplemental contributions on top of base contributions, for a total of \$1.58 per hour for each hour worked. Effective March 1, 2021, the Employer agrees to contribute an additional 150% in supplemental contributions on top of base contributions, for a total of \$1.70 per hour for each hour worked.

**Section 16.3** Hours worked will include paid hours for vacation, holidays, jury duty and bereavement. No contributions are required for sick days or sick and accident time.

## **ARTICLE 17 DISCIPLINARY PROCEDURE**

**Section 17.1** Any disciplinary action taken against an employee for just cause excluding less serious events as described in the Company Rules of the Team Member handbook will be handled in the following manner:

- 1st Offense: Written warning
- 2nd Offense: Three (3) days suspension w/out pay
- 3rd Offense: Five-(5) day suspension w/out pay
- 4th Offense: Termination of employment

For less serious events as described in the aforementioned Company Rules, a Verbal Coaching will be added to progressive disciplinary procedures as 1<sup>st</sup> offense. With shop steward present, the employee shall be made fully aware of their infraction, and what further steps of disciplinary action against the employee shall be taken if it continues. The meeting shall be documented with a copy to employee, employee's file and shop steward. This verbal coaching will not be eligible for grievance.

**Section 17.2** After eighteen (18) calendar months all records of disciplinary action taken against an employee shall be deemed invalid for use.

**Section 17.3** In the event the Employer must initiate disciplinary action against an employee, such action must be taken within seven (7) calendar days from the time that the Employer becomes aware of the infraction. Failure to do so will render the disciplinary action void. With due consideration for the severity of the infraction, management reserves the right to suspend the employee for up to two business days for investigation purposes. Examples of serious offenses include theft of Employer or University property, dishonesty, intoxication, possession of intoxicants or illegal drugs, disorderly or immoral conduct or harassment of any type as described in the Employment Policies sections of the Team Member handbook. If the Employer is in error, the employee shall be paid for all lost wages and made whole. If the Employer has just cause for disciplinary action, the 2 days the employee had been suspended for shall apply to any suspension as time served, unless discipline results in termination of employment. If the suspension is not warranted but management decides that some type of disciplinary action is warranted, the employee could be made whole as applicable.

## **ARTICLE 18 MISCELLANEOUS**

**Section 18.1** The Employer will supply each bargaining unit employee with three (3) uniforms per year which includes hats, tops, pants and skirts. Employees may purchase additional uniforms at their expense based on Employer cost. In the event of a style change the Employer will provide four (4) uniforms only in the first year.

**Section 18.2** It is also agreed that in the case of emergency, such as flood, fire, epidemic or other unforeseen major contingencies, the terms of this Agreement shall not be deemed to apply in connection with measures deemed necessary by the Employer for the care and protection of students, the equipment and the buildings of the Employer or reasonably necessary to repair and place the same in condition thereafter for occupancy.

**Section 18.3** In the event any article or section of this contract shall be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any article or section shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract or the application of such article or section to persons or circumstances other than those as to which it has been invalid, or as to the compliance with or enforcement of has been restrained shall not be affected thereby.

In the event any article or section of this contract is held invalid or enforcement of or compliance with which has been restrained as above set forth the parties shall enter into immediate collective bargaining negotiations upon request of either party for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of such restriction. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal or economic recourse in full support of its demands, notwithstanding any other provision of this Agreement.

**Section 18.4** The Employer shall accord to each employee who applies for re-employment after conclusion of his/her military service with the United States such re-employment rights as he/she shall be entitled to under the existing statues, including but not limited to the Uniformed Services Employment and Reemployment Rights Act (USERRA).

**Section 18.5** The Employer and the Union expressly agree that during the life of this Agreement there shall be no re-opening for collective bargaining negotiations or demands therefore, or as to any matter or issues not covered by the provisions of this Agreement.

**Section 18.6** This Agreement is in full settlement of all of the issues between the parties.

**Section 18.7** Union Leave of Absence: Upon a minimum of fifteen (15) days' written notice from the Union, the Employer may grant an employee an unpaid leave of absence for union activity for up to three (3) months. An extension of up to three (3) months may be requested and may be granted. No more than two (2) employees may be on such leave at any one time. The Union shall be responsible for the employees' benefits during the leave.

**Section 18.8** Any employee who is convicted of a felony must notify the Employer within 7 days of the conviction.



**Section 18.9** The Employer reserves the right to conduct reasonable suspicion drug/alcohol testing in accordance with Parkhurst Dining Duquesne University Drug Testing policy.

**Section 18.10** The Employer will make available to all employees at no cost the EmployeeConnect Employee Assistance Program. EmployeeConnect is a program that offers confidential guidance and resources including phone access to the following services: wellness, relationships, work & education, financial, legal, lifestyle, and home & auto.

**ARTICLE 19  
TERM OF AGREEMENT**

**Section 19.1** This Agreement shall become effective March 1, 2019 and shall continue in full force and effect until 11:59 p.m., February 28, 2022. Ninety (90) days prior to the termination date, either party may in writing notify the other of its desire to continue, modify or terminate this Agreement. Within sixty (60) days following such notice the parties shall meet for the purpose of negotiating the matters involved in the previously mentioned notice.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

**SERVICE EMPLOYEES INTERNATIONAL  
UNION LOCAL 32BJ**

**PARKHURST DINING, A DIVISION OF  
EAT'n PARK HOSPITALITY GROUP, INC.**

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## EXHIBIT A: WAGES

**Job Classification**

**Rates of Pay**

3/1/2019    9/1/2019    3/1/2020    9/1/2020    3/1/2021    9/1/2021

**Skill Level II**

Cook	\$17.05	\$17.25	\$17.45	\$17.70	\$17.90	\$18.15
Action Station Cook*	\$17.05	\$17.25	\$17.45	\$17.70	\$17.90	\$18.15
Baker	\$17.05	\$17.25	\$17.45	\$17.70	\$17.90	\$18.15

**Skill Level I**

Barista	\$16.80	\$ 17.00	\$17.20	\$17.45	\$17.65	\$17.90
Rounds Person	\$16.80	\$ 17.00	\$17.20	\$17.45	\$17.65	\$17.90
Chick Fil A	\$16.80	\$ 17.00	\$17.20	\$17.45	\$17.65	\$17.90
Receiver / Stock Clerk	\$16.80	\$ 17.00	\$17.20	\$17.45	\$17.65	\$17.90
Salad / Deli Prep	\$16.80	\$ 17.00	\$17.20	\$17.45	\$17.65	\$17.90
Grill Cook	\$16.80	\$ 17.00	\$17.20	\$17.45	\$17.65	\$17.90
Prep Cook	\$16.80	\$ 17.00	\$17.20	\$17.45	\$17.65	\$17.90
Pizza Cook / Pizza Prep	\$16.80	\$ 17.00	\$17.20	\$17.45	\$17.65	\$17.90
Cashier / Market**	\$16.80	\$ 17.00	\$17.20	\$17.45	\$17.65	\$17.90
Pot Washer	\$16.80	\$ 17.00	\$17.20	\$17.45	\$17.65	\$17.90

<b>Cashier</b>	\$16.70	\$ 16.90	\$17.10	\$17.35	\$17.55	\$17.80
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**Food Service Worker (FSW)**

Line Server	\$16.55	\$ 16.75	\$16.95	\$17.20	\$17.40	\$17.65
Desserts	\$16.55	\$ 16.75	\$16.95	\$17.20	\$17.40	\$17.65
Dish Washer	\$16.55	\$ 16.75	\$16.95	\$17.20	\$17.40	\$17.65
DRA/Dining Room Attendant	\$16.55	\$ 16.75	\$16.95	\$17.20	\$17.40	\$17.65

\*Pasta/Omelets, V2, Mongolian/Delish Custom Kitchen

\*\*Cashier Market - Towers Campus Market, Fisher and Rockwell

Newly classified employees receive (80%) of the contract rate for the first six (6) months of employment based on date of hire, (90%) of the contract rate for the seventh through twelfth month of employment, and the full contract rate thereafter.

Regardless of the wage rates set forth here above, all classified employees shall receive a minimum across the board wage increase over their contract rates as follows:

March 1, 2019	\$0.20 per hour
September 1, 2019	\$0.20 per hour
March 1, 2020	\$0.20 per hour
September 1, 2020	\$0.25 per hour
March 1, 2021	\$0.20 per hour
September 1, 2021	\$0.25 per hour

Floater will start at (80%) of the lowest contract rate. The second year of employment the floater rate will increase to (90%) of the lowest rate. The third year of employment the floater rate will go to 100% of the lowest rate.

**EXHIBIT B:  
HOLIDAY / SUMMER BREAKS I MISCELLANEOUS**

Holiday and Summer Breaks:

- A. During paid holiday breaks or modified service hours, positions will be posted within each location (Hogan Dining Center, Campus Markets, Starbucks, Incline, Chick Fil A, and Cinco Cantina) and those full time workers with seniority, skill and ability who sign for work will be offered the position first. Unfilled openings will be filled by full time employees by building seniority with proven skill and ability as determined by management. Any unfilled positions will be filled by part-time employees, floaters and/or students. The employer shall post openings at least two weeks prior.
- B. The employer shall post job openings at least two (2) weeks prior to summer break. Job awards will be determined by campus wide seniority with skill and ability as determined by management. If there are more jobs available than names on the posting, then the least senior workers with the skill and ability as determined by management will be required to work. The summer recall date for all operations will be the Monday prior to freshman orientation.
- C. If additional employees are needed during summer break period and there are no names remaining on the sign-up sheet, the employer may use students.
- D. Modified schedules do not constitute a guarantee of overtime.

## **EXHIBIT C: DUQUESNE UNIVERSITY ATTENDANCE POLICY AND CALL-OFF PROCEDURES**

In our Industry when one person calls off from work it affects the efficiency of the entire operation, from guest service, to team member morale. While we recognize that emergency situations may arise that require you to call off, good attendance is an essential part of each person's job. Team members are expected to report to work at their scheduled starting times on each scheduled work day.

In order for an absence to qualify as an “excused” absence (further defined below) the team member must personally call the manager on duty as soon as possible but no less than 2 hours before his/her shift start time, provided no one will be required to call off earlier than 5 am. Failure to comply with proper call off procedures will result in discipline. A team member who is absent for three (3) consecutive days without notifying the Company is considered a voluntary quit and will be terminated from the payroll. Team members are expected to arrive at work early enough to ensure that they are in uniform and ready to work at the scheduled starting time.

“Excused” absences under this Policy include contractually-recognized Holidays, Vacations, Paid Sick Leave, Perfect Attendance Days, approved Request Days Off, Jury Duty, Bereavement leave, and leave under the FMLA, ADA, or other applicable leave law. Excused absences will not be counted and will not be a part of the disciplinary process, provided you comply with your responsibilities under the Call-Off Notification Procedures included herein and the Company’s policies and procedures regarding leaves of absence. All other absences from work are “unexcused.” Consecutive days off due to illness will count as one absence. Medical documentation may be required if an employee misses three (3) or more consecutive days.

This Policy pertains to attendance spanning a timeframe of 1 year; August 1 – July 31 of each year. Any accumulated attendance related discipline will be void on July 31 each year.

Full Time Employee Disciplinary Process For Unexcused Absences: Full-time employees are subject to the following disciplinary action for unexcused absences:

- 1<sup>st</sup> Unexcused Absence – Written Warning
- 2<sup>nd</sup> Unexcused Absence – Final Written Warning
- 3<sup>rd</sup> Unexcused Absence – Termination of Employment

Part Time Employee Disciplinary Process For Unexcused Absences:

Part time employees may incur three unexcused absences before facing disciplinary action. Any days missed after these three unexcused absences will result in the following disciplinary action:

- 4<sup>th</sup> Unexcused Absence – Written Warning

- 5<sup>th</sup> Unexcused Absence – Final Written Warning
- 6<sup>th</sup> Unexcused Absence – Termination of Employment

Full Time and Part Time Employee Disciplinary Process For Tardiness and Early Quits:  
Tardiness is defined as starting your shift eleven (11) or more minutes later than the scheduled start time for your shift. Unapproved early quits are defined as leaving work prior to the scheduled end time for your shift without written management approval. These attendance infractions will be disciplined in the following manner after four (4) instances:

- 5<sup>th</sup> instance of tardiness or unapproved early quit will result in a Written Warning.
- 6<sup>th</sup> instance of tardiness or unapproved early quit will result in a Final Written Warning.
- 7<sup>th</sup> instance of tardiness or unapproved early quit will result in Termination.

**EXHIBIT D:  
PARKHURST DINING  
DUQUESNE UNIVERSITY DRUG TESTING POLICY**

**Purpose and Goal** Parkhurst Dining is committed to protecting the safety, health and well being of all team members and other individuals in our workplace. We recognize that employee involvement with illegal drugs or alcohol can adversely affect the quality of work and performance of team members, pose serious health risks to users and others, and have a negative impact on productivity and morale.

**Covered Workers** Any individual currently employed by Parkhurst Dining is covered by our drug testing policy. This policy includes full-time and part-time team members.

**Prohibited Behavior** It is a violation of company policy to use, possess, sell, trade, and/or offer for sale, illegal drugs or intoxicants. Team members are also prohibited from being at work with a detectable amount of illegal drugs or alcohol in their system. This policy applies whenever team members are conducting business for or representing Parkhurst Dining. Team members are also subject to this policy while on company property and at company sponsored events. In addition, employees must notify Parkhurst Dining of any conviction or court-imposed sanction for violation of a criminal drug statute. Such notification must be in writing and no later than seven (7) calendar days after the incident.

**Consequences** One of the goals of our drug testing policy is to encourage team members to seek help with drug problems. If an individual violates the policy, the consequences are serious. If a team member violates the policy, he or she will be subject to progressive disciplinary action up to and including immediate termination. Nothing in this policy prohibits the team member from being disciplined or discharged for other violations and/or performance problems.

**Assistance** Parkhurst Dining recognizes that drug abuse and addiction are treatable illnesses. We also realize that early intervention and support improve the success of rehabilitation. We encourage team members to seek help if they or their family members have a drug problem. Treatment for drug use may be available to team members participating in our health insurance plans. However, the ultimate financial responsibility for recommended treatment belongs to the employee. Employees voluntarily requesting assistance within 30 days after the policy is implemented, and prior to experiencing job performance, attendance, or misconduct problems, will not be subject to disciplinary action for having sought treatment.

**Drug Testing** Each applicant will be required to participate in an initial drug screening after a final offer of employment. Management may also conduct a drug screening if there is a reasonable suspicion a team member is under the influence of drugs or alcohol in the workplace. A reasonable suspicion checklist will be completed by a minimum of two supervisors and reviewed with a shop steward (or another member of the bargaining unit if one is not available) prior to meeting with the affected employee. There shall be no random testing under this policy, except in the case of a last chance Return-to-Work Agreement. The cost of the drug/alcohol testing, unless otherwise provided for in this Agreement, will be covered by the Company.

To ensure the accuracy and fairness of our testing program, testing will be conducted according to Department of Health and Human Services guidelines where applicable and will include a screening test; a confirmation test, review by a Medical Review Officer (MRO); including the opportunity for team members who test positive to provide a legitimate medical explanation, such as a physician's prescription, for the positive result; and a documented chain of custody.

The substances that will be tested for are amphetamines, barbiturates, benzodiazepines, cocaine, marijuana, methadone, methaqualone, opiates (including hydrocodone, hydromorphone, oxycodone, oxymorphone), phencyclidine (PCP) and propoxyphene. A positive test for alcohol is 0.04 g/dl or higher while on duty. Individuals subjected to a drug test will be notified of their results after they have been provided to Parkhurst Dining Services by the testing agency. When a union member is subjected to a drug test, the union will also receive the results. Access to this information is limited to those who have a legitimate need to know in compliance with relevant laws and management policies.

Any team member with a confirmed positive test will be immediately removed from duty, and will be placed on an unpaid suspension. The team member will then be subject to the provisions set forth below in the section entitled "Return to Work Agreements".

If a team member refuses a test, adulterates, or dilutes the specimen, substitutes the specimen with that from another person or sends an imposter, will not sign the required forms or refuses to cooperate in the testing process in such a way that prevents the timely completion of the test, the team member will be terminated immediately. Parkhurst Dining will pay only for the cost of initial, random, or reasonable suspicion drug screening it requires.

A team member with a confirmed negative test will be paid for any time lost due to any drug or alcohol testing conducted during regular work hours.

### **Return to Work Agreements**

If a team member has a confirmed positive test or voluntarily seeks assistance under this policy, he/she will be offered one opportunity to participate in rehabilitation. In such case, the team member must sign and abide by the terms set forth in a last chance Return-To-Work Agreement as a condition of continued employment. The team member must also pass a Return-to-Duty drug screening after completing rehabilitation and will also be



subject to unannounced follow-up testing for 24 months. Any individual who fails to comply with the rules and regulations of a rehabilitation program or with the terms of the last chance Return-to-Work Agreement will be immediately terminated.

**Communication**

Communicating our policy to team members is critical to our success. To ensure all staff are aware of their role in supporting a drug free workplace:

- Team members will be provided a written copy of the policy.
- Information about the dangers of alcohol and drug use and the availability of help will be provided to all team members.
- Management will allow a team member ordered to submit to testing the opportunity to consult with a Union representative upon request; provided the request does not delay the timely completion of the test.
- Management shall, whenever possible, notify the Union Business Agent or designated Steward(s) of the result of the follow-up drug/alcohol test within 72 hours after receiving notification of the test results and the written authorization to release results from the tested employee.
- The Company will utilize drug and alcohol testing to help administer this Policy. The following types of testing will be used:
  - a) Pre-employment drug screening will be conducted at the Company's discretion.
  - b) Employees will be tested when there is suspicion to believe they are at work with a detectable amount of illegal drugs or alcohol in their system. (see testing levels document)
  - c) Employees will be tested after any accident requiring medical treatment or an incident that results in property damage in excess of \$200.

Employee Acknowledgement:

I \_\_\_\_\_, do hereby agree to abide by the Parkhurst Dining drug/alcohol testing policy. This policy has been explained to me in a language I understand, and I have been told that if I have any questions about drug testing or the policy, they will be answered.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Witnessed by: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT E: HEALTH INSURANCE OPT-OUT**

Letter of Understanding

Between

Parkhurst Dining, A Division of Eat'n Park Hospitality Group, Inc.

&

SEIU Local 32BJ

3/1/19

In accordance with Article 11, Section 11.2(c) of the Collective Bargaining Agreement, the Employer shall not be required to make payments to the Building Service 32BJ Health Fund on behalf of the following regular full-time employees:

- Lennard J. Barrow
- Jane Ann Byerly
- Charles E. Conley
- Mark Marecic
- Barbara A. Scheetz
- Mark Edward Szulbarski
- Eric Tyler

Contributions shall be required in accordance with the provisions of the Agreement on behalf of all other regular full-time employees.

SERVICE EMPLOYEES INTERNATIONAL  
UNION LOCAL 32BJ

PARKHURST DINING, A DIVISION OF  
EAT'N PARK HOSPITALITY GROUP, INC.

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