

AGREEMENT

between

ARAMARK MANAGEMENT
SERVICES LIMITED PARTNERSHIP

and

SERVICE EMPLOYEES
INTERNATIONAL UNION
LOCAL 32BJ

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AGREEMENT

THIS AGREEMENT is made and entered into, and effective as of the first (1st) day of **January 2019**, between ARAMARK MANAGEMENT LIMITED Services PARTNERSHIP hereinafter designated as the "Employer"

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, PITTSBURGH LOCAL 32BJ, hereinafter designated as the "Union."

WITNESSETH:

WHEREAS, the parties hereto desire to establish a standard of wages and other conditions of employment for all full time cleaners employed by the Employer at the Oakland Campus of Carnegie Mellon University, Pittsburgh, Pennsylvania, hereinafter designated as the "University".

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

The Employer hereby recognizes and acknowledges the Union as the sole and exclusive bargaining representative of Employer's cleaning employees who are assigned to clean those buildings of the University identified on Exhibit "A" hereto, excluding however, foremen, supervisors, irregular part time employees, dietitians, office and office clerical employees, guards, and professional employees as defined in the National Labor Relations Act whether or not employed by the Employer. All excluded individuals are permitted to perform work in the same manner as they had done so prior to the date of this Agreement.

ARTICLE 2 - UNION SECURITY

A. It shall be a condition of employment that all employees covered by this Agreement shall become and remain members in the Union on the first day following thirty (30) days of employment , or the effective date of this Agreement, whichever is later. The requirement of membership hereunder is satisfied by the payment of the financial obligation of the Union's initiation fee and periodic dues uniformly imposed.

B. 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 thereof the employee does not take proper steps to meet the requirement. If the Employer questions the propriety of the discharge, the Employer shall immediately submit the matter to an arbitrator selected by the parties in the same manner as set forth in Article 21 A (Step Five). If the arbitrator determines that the employee has not complied with the requirements of this Section, the employee shall be discharged within ten (10) days after written notice of the determination has been given to the Employer. Once terminated, the Employer has no obligation to rehire.

C. When the Employer plans to hire additional employees, it shall give the Union an opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Union.

D. The Employer shall inform employees at the time of hire in covered job classifications of the existence and terms of this Agreement and the obligation of such employee as to Union membership after thirty (30) days of employment. The Employer agrees, within thirty (30) days of the date of hiring, to notify the Union of the name, address, telephone number, social security number, job classification and rate of pay for all employees covered by this Agreement. The Employer shall also furnish the Union the names of all employees covered by this Agreement who are separated or terminated as an employee or transferred out of the bargaining unit during the preceding two (2) calendar months.

ARTICLE 3 - CHECK-OFF

A. The Employer agrees to deduct the Union's monthly dues, agency fees, initiation fees and American Dream Fund (ADF) contributions from the pay of each employee from whom it receives written authorization, and will continue to make such deductions while the authorization remains in effect.

B. Monthly dues and agency fee deductions will be made from the pay for the first full pay period worked by each employee following the receipt of the authorization and thereafter will be made from the first paycheck each month that the employee receives. Dues and other monies deducted in accordance with this Section shall be forwarded to the Union no later than the tenth (10th) day of following month. If the Employer fails to deduct and remit to the Union the dues or other monies required to be deducted by the tenth (10th) day of the following month, the Employer shall pay interest on such dues or monies at the rate of one (1%) percent per month beginning on the eleventh (11th) day unless the Employer can demonstrate the delay was for good cause due to circumstances beyond its control.

C. 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.

D. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability of any kind whatsoever which may arise out of or by reason of action taken or omitted by the Employer in good faith reliance upon Authorization Cards for deduction of Union Dues, initiation fees, and other monies.

E. The Employer shall make reasonable efforts to transmit dues, initiation fees, American Dream Fund Contributions 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 address and the employee's classification.

The parties acknowledge and agree that the term "individual authorization" as provided in this Agreement includes authorizations created and maintained by use of electronic records and electronic signatures consistent with state and federal law. The Union, therefore, may use such electronic records and signatures to verify Union membership, authorization for voluntary deduction of Union dues and fees, as well as voluntary contributions to the Union's American Dream Fund, from wages or payments for remittance to the Union, and authorization for voluntary deductions from wages or payments for remittance to the American Dream Fund, subject to the requirements of state and federal law. The Employer shall accept such electronic records and signatures as valid individual authorizations for deduction and remittance.

ARTICLE 4 - WAGES

A. All wages shall be paid bi-weekly.

B. The regular straight time hourly rates of pay for various job classifications covered by this Agreement shall be paid an hourly rate as follows:

	<u>1/1/2020</u>	<u>1/1/2021</u>	<u>1/1/2022</u>	<u>1/1/2022</u>
Cleaner/Custodian	\$19.10	\$19.60	\$20.10	\$20.60
Set-Ups	\$19.60	\$20.10	\$20.60	\$21.10
Project Worker	\$19.60	\$20.10	\$20.60	\$21.10
Recycling	\$19.60	\$20.10	\$20.60	\$21.10

Lead Cleaner*	\$19.60	\$20.10	\$20.60	\$21.10
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* Leads will be subject to a 30-day trial period, may not participate in discipline, and may be removed for cause. Leads keep their custodial seniority and may participate in the normal overtime rotation.

C. Employees assigned to work outside of the custodial classification shall receive the prevailing rate at Carnegie Mellon University or their regular rate, whichever is the greater, for those hours or portions thereof spent performing such work.

D. General wage increases for all employees shall be as follows:

<u>Effective Date</u>	<u>Amount of Increase</u>
January 1, 2020	\$0.45/hour
January 1, 2021	\$0.50/hour
January 1, 2022	\$0.50/hour
January 1, 2023	\$0.50/hour

E. It is understood that the wage rates fixed in this contract are minimum rates only. Management shall have the right to pay any employee or group of employees a higher rate at the sole discretion of management. In the event the Employer takes over a building or facility where the employees were covered by another Collective Bargaining Agreement with SEIU Local 32BJ, and their wages for their positions were higher than those specified in this contract, then the Employer agrees to continue to pay such higher rates during the term of this contract.

F. Nothing in this Agreement shall prevent an Employer from paying wages or benefits in excess of those set out in this Agreement or a "living wage," if the Employer is required to do so by virtue of any law, statute or ordinance, or if required by a contract that the Employer has with any government body or agency.

G. Effective January 1, 2020 through December 31, 2021, newly hired employees may be paid as follows, until, when combined with the annual increases for employees set forth above in Section D, they reach the full hourly rate set forth above in Section B.

*Payment below rate

<u>Months of Employment</u>	<u>Applicable Rate</u>
0-12 months	\$4.00
12-24 months	\$3.00

24-36 months	\$2.00
36-48 months	\$1.00
48 months +	-0-

*Applicable rate as of January 1, 2020, is \$19.10 per hour.

Effective January 1, 2022, new employees may be paid based on the following schedule until, when combined with the annual increases for employees set forth above in Section D, they reach the standard wage rates set forth in Section B above:

<u>Months of Employment</u>	<u>Amount below the standard rate</u>
0-12 months	\$3.00
12-24 months	\$2.00
25-36 months	\$1.00
37 months	Full Rate

ARTICLE 5 - MANAGEMENT

The employer is empowered to hire and has the right to discharge any employee for just cause excluding, however, employees who are working during a probationary period, who shall be deemed employees "at will" and may be discharged at the Employer's discretion without recourse to the grievance procedure set forth in this Agreement. Without limiting the foregoing rights and in recognition of the special responsibilities of the Employer to the University, its students, and to the community of which it is a member, dishonesty, theft, use or acting under the influences of alcohol, immoral conduct, possession or custody of firearms or illegal weapons, felonies, or misdemeanors committed on company time or property or related to employment, use, possession, sale or acting under the influence of illegal narcotics, sleeping on the job, excessive absenteeism or tardiness, fighting, destruction of company, University or employees' property, shall be deemed just and sufficient cause for dismissal. The Union recognizes the right of the Employer to direct and control the policies of the Employer to suspend, transfer, promote, demote, and discipline employees and to maintain their discipline and efficiency; to layoff, terminate, or relieve employees from duty, to establish and change their working schedule and assignments; to eliminate, change or consolidate jobs, (including determining the number of employees working on a shift); to direct the methods and processes of doing work and to introduce new and improved work methods or equipment, cleaning techniques and formats; to determine the starting and quitting times; to determine whether and when a vacancy exists; to designate and change duties; and to make and amend rules and regulations which the Employer deems necessary or desirable for the conduct of its business and to require their observance, so long as those policies do

not violate any provision of this Agreement. In addition, the Employer reserves all rights and powers of management subject to the limitations stated in this Agreement. A supervisor may perform bargaining unit work for the purposes of: (i) training or retraining employees; (ii) trying out or testing new methods, processes, equipment or materials; or (iii) handling an emergency.

The Union recognizes that to preserve the integrity of the workforce and the security of the campus, that management has the right to periodically check the criminal history backgrounds of the workforce as required by state law or for reasonable cause.

ARTICLE 6 - HOURS OF WORK

A. The standard work week is 12:01 a.m. Sunday through 12:00 midnight Saturday. The normal work schedule for regular full time bargaining unit employees shall consist of five (5) eight hour days, followed by two (2) consecutive days off (subject, however, to the provisions of Paragraph 6.D., below). Days off need not be consecutive in any workweek in which an emergency occurs. The Employer shall have the right in each instance to fix schedules subject to change on forty-eight (48) hours' notice, except in cases of emergencies, provided, however, work schedules of employees shall not be changed to avoid benefits such as overtime pay, jury duty pay, funeral leave pay, and holiday pay. For purposes of this Agreement, a "regular full time" employee shall be an employee normally scheduled for work at least thirty-three (33) hours each week during the year. A part-time employee is an employee who regularly works fewer than thirty-two (32) hours.

Part-time employees shall be used as follows:

1. To fill in for daily call-offs;
2. To fill in for long-term vacancies (workers compensation, sick and accident, FMLA) in accordance with Article 25, Section P;
3. To fill in for employees on vacation.

Part-time employees shall be given a tentative schedule for each month of work. Part-time employees will be given preference for work assignments in accordance with seniority within their time clock and shift. If more part-time employees are needed in one area of campus than another, such additional work will be offered to part-time employees in accordance with seniority, campus-wide.

Part-time employees receive holiday pay after 1 year of service (provide he/she worked the day before and after the holiday) and pro-rated vacation based on hours worked.

B. A one half ($\frac{1}{2}$) hour paid lunch period shall be provided to each employee in each normal work day. For purposes of this Agreement, a "normal" work day is a work day where

the employee is entitled to receive pay for eight (8) or more hours of work. Lunch breaks will occur four (4) hours after the start of the employee's shift.

C. Subject to the provisions of Section 11.D below, any employee who works more than five (5) days in a standard work week shall be compensated at the rate of time and one-half (1-1/2) if such employee has to work on the sixth (6th) and/or (7th) day thereafter, which would otherwise be considered off-days under Paragraph 6.A. of this Agreement.

D. Time and one-half (1-1/2) shall be paid to all employees for all hours worked in excess of forty (40) hours per week or eight (8) hours in one day. There shall be no pyramiding of overtime hours.

E. Regular, full time employees called from their homes to work overtime shall receive pay at time and one-half (1-1/2) with a minimum guarantee equal to four (4) hours of overtime pay, even if the employee is called in error. This shall not be construed as a guarantee of the amount of overtime pay when called out before the scheduled work day or retained after the regular work day for overtime work. Similarly, part-time employees called in for straight time, even in error, shall be guaranteed four (4) hours of pay at the straight time rate.

F. Employees working the "night shift" (i.e., 11:00 p.m. to 7:00 a.m.) shall be paid for eight (8) hours of work.

ARTICLE 7 - SENIORITY

The Employer has a right to determine the number, character and job responsibilities of positions to be filled by employees as described herein:

A. Employee seniority shall be determined by the date of commencement of employment at Carnegie Mellon within the custodial bargaining unit within the University, regardless of employer, for all matters except for vacation purposes, the seniority for which shall be determined by the date of commencement of employment at the University.

B. Newly hired employees shall have no seniority for the first ninety (90) calendar days of their employment (the "Probation Period"), but if the employee's employment is continued beyond the Probation Period, his seniority shall date back to the date on which the employee was hired. During this Probation Period, the employee is a probationary employee, and during said period, discharge may be made by the Employer with or without cause, and without being subject to the grievance procedure set forth in this Agreement.

C. Seniority shall be broken by any of the following contingencies:

- (a) if an employee quits, retires or is discharged;
- (b) layoff longer than twelve (12) months;

- (c) failure or refusal to report for work one (1) week after being recalled to work from layoff by notice sent by registered letter to the employee's last known address on file with the Employer.
- (d) absence because of sickness and accident after twenty-four (24) months unless such absence is due to a compensable disability incurred during the course of employment, in which event the individual must return to work within seven (7) calendar days of:
 - 1) the date of final determination of termination of disability under the Pennsylvania Worker's Compensation Act;
 - 2) the date of execution of final receipt of compensation;
 - 3) the date that an order is entered by a Worker's Compensation judge, or
 - 4) the date that the Worker's Compensation Appeal Board grants a commutation.
- (e) absence from work for two (2) consecutive scheduled working days without notifying management of his or her absence, unless the employee's absence without notifying management is due to a justifiable cause beyond the employee's control. Nothing in this section is intended to restrict any rights an employee may have under the Family and Medical Leave Act (FMLA), the Americans with Disabilities Act (ADA) or applicable state or local law;
- (f) an employee engages in gainful employment while on any leave of absence, without prior written approval of the Employer. However, this shall not apply to employees who are absent due to a work-related disability and who work elsewhere on a "light duty" basis pursuant to a referral by the Worker's Compensation carrier.

ARTICLE 8 - LAYOFF AND RECALL

In all cases of layoffs and recall, seniority shall prevail. Employees last hired shall be laid off first. When the Employer recalls, all eligible employees shall be offered reinstatement in the reverse order of that in which they were laid off before any new employees are hired.

In the event of job elimination, consolidation and or layoff the displaced employee may exercise seniority rights and bump the least senior employee. That displaced employee may exercise seniority and bump the least senior employee.

That regular employee displaced who regular scheduled working hours are between 6:00 a.m. and end before 11:00 p.m. shall exercise their seniority rights and bump the least seniority regular employee scheduled between 6:00 a.m. and end before 11:00 p.m.

That least senior regular employee is displaced they then would move to the top of the part-time list and be eligible for the next bid full-time position. In the event of recall, the previously laid off person shall be recalled in the reverse order of their layoff or bump.

ARTICLE 9 - JOB VACANCIES

A. Employees may bid on change of shift or days off and they may bid based on the content of a specific job. A vacant position shall be posted on a bulletin board accessible to all employees for a period of five (5) consecutive work days to permit a change in shift and or days off. The vacant position shall be awarded to the bidder with the most Employer seniority within five (5) consecutive work days of the posting period under this Agreement. The job bid shall contain job classification, the building involved, the normal hours of work and days of the week (shift), a general description of job duties, the qualification required, and the rate of pay. Upon being awarded a bid, those awarded must be placed in their new positions within two (2) weeks, or paid the rate of the new position, whichever is higher.

The result of the job bidding shall be posted when the bid is awarded. When a vacancy has been posted and filled by a bid, the vacancy created by the successful bid shall be posted as shall any subsequent vacancies created and shall be posted for five (5) consecutive days and awarded to the bidder with the most Employer seniority.

In all cases of job bids, the employee shall be given a trial period of ten (10) work days during the academic year and 30 work days during the summer. During this period, either the employee or the employer may determine that the employee is not suited to the job. The employee will then be returned to his/her former position without loss of seniority or benefits. Employees will have the opportunity to have two (2) awarded bid jobs per contract year (January 1 through December 31).

B. When employee are absent from work for four (4) months due to a bona fide reason (workers' compensation, sick leave, or other approved leave of absence), or if the Employer is aware of an extended leave of absence of three (3) months or more, their jobs shall be posted for bid on a temporary basis as describe in Article 9, Section one (1).

When the absent employee returns, he/she shall be returned to his/her regular job, the employee working the temporary job shall be returned to his/her previous job.

If the absent employee fails to return to work within twelve (12) months the employee who bid on the temporary job shall be awarded the job permanently.

The Employer will provide to the Union a list of temporary bid positions, and the name(s) of the employees out on approved leave.

ARTICLE 10 - OVERTIME

A. Overtime work shall be rotated equally in the order of bargaining unit seniority among all employees within the same job classification. This provision shall not apply where it is necessary for an employee to work past his/her scheduled quitting time nor shall it apply to any emergency beyond the Employer's control. For rotation purposes, an employee who refuses an overtime opportunity shall, for future rotation purposes, be changed as if he had

accepted. If there remains an insufficient number of employees to fill the schedule, the employees will work by inverse seniority on a mandatory basis. The employer shall notify the employees how many workers are required at the time. The employer will post the name or seniority number of the last person to be awarded overtime so that employees will know where the rotation begins for next time.

B. The Employer will post a request for overtime identifying the date, location and duration (if possible) of the request, as well as the number of positions available. Unless notified by the company of any change to the overtime posting, the requested number of employees will report to work at the date and time of the request. It is incumbent upon the employee to notify the company no less than 8 hours in advance of the start time of the overtime request, if the employee is unable to work the requested overtime. Employees who fail to notify the company 8 hours in advance will be disciplined according to the Lack of Notice policy (which is progressive discipline).

C. Any employee who signs up for overtime and was skipped on the overtime rotation list shall receive pay at time and one half (1-1/2) of overtime pay for scheduled hours of overtime.

ARTICLE 11 - HOLIDAYS

A. Holidays with pay shall be granted to regular full time employees. Holidays with pay shall be granted to part-time employees upon completion of one (1) year of service. Holidays shall be celebrated on the University recognized calendar days as follows: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve, except for Sunday through Thursday night shift employees, who will observe the designated dates below:

	2020 night	2020 DAY	2021 night	2021 DAY	2022 night	2022 DAY	2023 night	2023 DAY
New Year's Day	Wed. 1/1	Wed. 1/1	Thurs. 12/31	Fri. 1/1	Sun. 1/2	Mon. 1/3	Sun. 1/1	Mon. 1/2
MLK Day	Sun. 1/19	Mon. 1/20	Sun. 1/17	Mon. 1/18	Sun. 1/16	Mon. 1/17	Sun. 1/15	Mon. 1/16
Memorial Day	Sun. 5/24	Mon. 5/25	Sun. 5/30	Mon. 5/31	Sun. 5/29	Mon. 5/30	Sun. 5/28	Mon. 5/29
July 4 th	Thurs. 7/3	Fri. 7/4	Sun. 7/4	Mon. 7/5	Mon. 7/4	Mon. 7/4	Tues. 7/4	Tues. 7/4

Labor Day	Sun. 9/6	Mon. 9/7	Sun. 9/5	Mon. 9/6	Sun. 9/4	Mon. 9/5	Sun. 9/3	Mon. 9/4
Thanksgiving	Wed. 11/25	Thurs. 11/26	Wed. 11/24	Thurs. 11/25	Wed. 11/23	Thurs. 11/24	Wed. 11/22	Thurs. 11/23
Day After Thanksgiving	Thurs. 11/26	Fri. 11/27	Thurs. 11/25	Fri. 11/26	Thurs. 11/24	Fri. 11/25	Thurs. 11/23	Fri. 11/24
Christmas Eve	Wed. 11/23	Thurs. 11/24	Wed. 11/22	Thurs. 12/23	Thurs. 12/22	Fri. 12/23	Sun. 12/24	Mon. 12/25
Christmas Day	Thurs. 11/24	Fri. 11/25	Thurs. 12/23	Fri. 12/24	Sun. 12/25	Mon. 12/26	Mon. 12/25	Tues. 12/26
New Year's Eve	Wed. 12/30	Thurs. 12/31	Thurs. 12/30	Fri. 12/31	Thurs. 12/29	Fri. 12/30	Sun. 12/31	Mon. 1/1

When one of the above designated holidays fall on a Saturday or Sunday, it will be observed on the same day specified as the holiday for the rest of the University. For employees whose normal shift includes the weekend, holidays will be observed on the holiday itself or at times mutually agreeable between the Employer and the Employee. Subject to the provisions of Section 11.D. below, regular full time and part-time employees (which employees have satisfied the "hours worked" and "payroll period" requirements set forth in Section 11.D below) who work on any day of the designated holidays shall receive, in addition to the eight (8) hours pay, compensation at one and one half (1-1/2) times the applicable hourly rate for each hour worked. Any regular full-time employee whose regular day off falls on a designated holiday, shall receive an extra day off, within thirty (30) days (the employee must give five (5) days' notice of his/her intention to take the day off) or an additional days' pay at the option of the Employer. Employees need not work recognized holidays unless awarded an Overtime bid. If the Employer is unable to fill the necessary positions, they will be assigned in inverse seniority order.

B. Two (2) additional days off with pay shall be given to all regular full time employees either on the day before Christmas and the day before New Year's, or on such other days immediately before or after Christmas and New Year's that are given as holidays to all other University employees. A regular full time employee who is required to work on either of these days shall receive an extra day off, within thirty (30) days (the employee must give a five (5) day notice of his/her intention to take the day off).

C. Two (2) additional holidays in the nature of personal days or emergency personal days shall be granted to all regular full time employees. All regular full time employees shall be granted two (2) personal days approved by the Employer may be used

providing the employee submit his/her personal day request form at least five (5) days in advance of the desired time off, subject to limitations set by the Employer as to the maximum number of employees allowed to take such personal days at one time or emergency personal days in cases of personal or family emergencies. However, the second request to use an emergency day in cases of personal or family emergencies the employee shall provide the Employer with reasonable documentation of the personal or family emergency within 48 hours of returning to work. The Employer reserves the right to limit the number of regular full time employees that may utilize these personal days at any one time or day. These holidays are available on a contract year basis. On each contract year, each regular full time employee shall receive two (2) personal days or emergency personal days. If an employee is unable to use all personal days or emergency days within the contract year through no fault of their own the employee shall be paid his/her straight hourly wage rate in the first pay period of the next contract year. Employees must provide copies of their request time off forms denying their request when seeking payment for unused personal days.

D. If a designated holiday falls within a regular full time employee's vacation period, such employee shall receive an additional day off or an additional day's pay at the option of the Employer. Except for such employees on jury duty or vacation who return to work at the end of that period, such employee must have worked in the payroll period in order to be paid or credited with a holiday designated in Section 11A., 11.B., and 11.F., hereof during the payroll period and must have worked the entire scheduled work day both before and after the holiday.

E. In those weeks which contain any of the ten (10) holidays designated in Sections 11.A., 11.B., and 11.F., hereof, such holiday even though not worked, will be counted as normal hours worked in order to establish forty (40) hours of work under Article 6, Section F. for overtime purposes.

F. When "double" holidays (Thanksgiving Day and the Day after Thanksgiving, Christmas Eve and Christmas Day, and New Year's Eve and New Year's Day) fall within a regular full time employee's vacation period, the employee may choose to use the Holiday's and save his/her vacation days for use at another time. The employee must give five (5) days' notice prior to using those vacation days.

ARTICLE 12 - VACATIONS

A. Regular full time and part-time employees who work continuously for the number of years set forth in the following schedule shall earn a vacation with pay according to this schedule each calendar year. During a year of employment when the vacation benefit increases under this schedule, the additional week of vacation may be scheduled as of the January 1st prior to the employment anniversary date; provided, however, that such additional week may not be used unless and until the employee achieves such anniversary date; provided further, however, that in the event that such employee's anniversary date is so late in the calendar year that the additional week of vacation cannot be taken, then at the employee's option, such employee shall receive either the equivalent of one (1) week's regular pay or the

right to take such additional week of vacation during the following calendar year. For regular full-time employees, one day of vacation is eight (8) hours pay; one week is forty (40) hours pay. Vacation pay for part-time employees shall be pro-rated based on the average number of hours actually worked per week.

Less than one (1) year:	No (0) Weeks
One (1) year through four (4) years:	Two (2) Weeks
Five (5) years through fourteen (14) years:	Three (3) Weeks
Fifteen (15) years through twenty-four (24) years:	Four (4) Weeks
Twenty-five (25) years through twenty-nine years:	Five (5) Weeks
Thirty (30) years or more:	Six (6) Weeks

B. In the event an eligible regular full time employee quits, dies or retires prior to his anniversary date, such employee will receive pro-rata vacation pay in accordance with the number of months worked since the last anniversary date. Any vacation which a regular full time employee has taken prior to the date which such employee has earned, it shall be credited against any pro-rated vacation due the employee upon such employee's quitting, death or retirement. A regular full time employee who quits without at least (2) weeks' notice or who is discharged for cause, forfeits any accrued vacation pay. A regular full time employee must have worked during the calendar year in order to receive vacation pay.

C. Vacations are to be taken at times approved by the Employer. Employees shall have the right based on seniority, to choose their vacation period within the vacation schedule of the department or determined by the Employer. The Employer has the right to limit the number of employees on vacation in any given week that vacation is made available, subject to the following:

- The Employer may cap the number of employees allowed to be on vacation at the same time at three (3) employees per time clock per shift;
- The Employer may "black out" no more than 8 weeks of vacation per year. During "black out" periods, one (1) person per clock per shift shall be allowed by off each day;
- The Employer will make available a calendar of scheduled and available vacation days to employees in a timely manner.

Available vacation dates shall be on a calendar year basis. Vacations may be taken in two (2) week increments; provided, however that employees who are entitled to two (2) or more weeks of vacation may divide one (1) of such weeks into lesser increments of one (1) or more days so long as the employee has requested such lesser increments of the Employer not less

than five (5) calendar days in advance and the Employer, in its sole discretion, has approved the same and the scheduling of time. The Employer shall not be responsible or liable for unused vacation days accrued by any employee who formerly worked for the University or for any previous cleaning contractor at the University. The Employer will provide the Union shop stewards at the location or Union leadership at the location with the opportunity to review the current vacation calendar upon request.

D. This Section shall address an Employer's responsibility for accrued, but unused vacation benefits in the event of a change in employer/janitorial contractor at a building covered by this Agreement. For purposes of this Section, the term "New Employer" shall be defined as an employer who assumes a contract to perform janitorial services at a building covered by the Aramark Agreement. The term "Outgoing Employer" shall be defined as an employer who loses a contract to perform janitorial services at a building covered by the Aramark Agreement. The term "Non-Aramark Employer" shall be defined as an employer who is not covered by this Agreement.

(1) New Employer Succeeds Outgoing Employer

New Employer who hires bargaining unit employees who were formerly employed by an Outgoing Employer at a building covered by this Agreement shall be responsible for accrued, but unused vacation benefits earned by those bargaining unit employees prior to the New Employer assuming the contract to perform janitorial services at the building. The Outgoing Employer shall not be responsible for accrued, but unused vacation benefits earned by any bargaining unit employees formerly employed by the Outgoing Employer who are hired by the New Employer at the building. The Outgoing Employer shall only be responsible for accrued, but unused vacation benefits earned by any bargaining unit employees formerly employed by the Outgoing Employer who are not hired by the New Employer at the building.

(2) Non-Aramark Employer Succeeds Outgoing Employer

In the event that a Non-Aramark Employer assumes a contract to perform janitorial services that were formerly performed by an Outgoing Employer at a building covered by this Agreement, the Outgoing Employer shall not be responsible for any accrued, but unused vacation benefits earned by any bargaining unit employees formerly employed by the Outgoing Employer who are hired by the Non-Aramark Employer at the building. The Outgoing Employer shall only be responsible for accrued, but unused vacation benefits earned by any bargaining unit employees formerly employed by the Outgoing Employer who are not hired by the Non-Aramark Employer at the building.

E. Upon delivery to Employer of not less than two (2) weeks written notice/request, vacation checks shall be paid to the employee no later than the last scheduled day of work prior to the employee's scheduled vacation period.

F. Layoff or leaves of absence for any purpose other than time lost for worker's compensation injuries or other non-occupational injuries or illnesses totaling more than ninety (90) work days in fifty-two (52) week period prior to the date on which the vacation is to be taken, shall have the following effect upon vacation earned that year. (Leaves of less than ninety (90) work days in the fifty-two (52) week period prior to the date on which the vacation is to be taken shall have no effect on vacation or vacation allowance).

- 1) Layoff or leave of more than ninety (90) work days but less than one hundred eighty (180) work days shall reduce vacation and vacation allowance by twenty-five percent (25%).
- 2) Layoff or leave of more than one hundred eighty (180) days but less than two hundred seventy (270) work days shall reduce vacation and vacation allowance by fifty percent (50%).
- 3) Layoff or leave of more than two hundred seventy (270) days shall disqualify for vacation and vacation allowance.

G. Vacations are not cumulative, and employees must take their vacations each calendar year except as other provided in Section 12.A. above.

H. Employees must exhaust all vacation time before being granted a leave of absence.

ARTICLE 13 - JURY DUTY

Regular full time employees called for jury duty who have worked continuously for the previous ninety (90) days will be compensated by the Employer for the difference between their regular pay and the jury pay, it being agreed that the employee report for work when court is not in session. All employees who work the night shift (i.e., 11:00 p.m. to 7:00 a.m.) will be off the night before jury duty and will be compensated as provided in the immediately prior sentence.

ARTICLE 14 - SICK LEAVE, AMERICANS WITH DISABILITIES ACT, AND FAMILY AND MEDICAL LEAVE ACT

A. Sick Leave

(i) Each regular full time employee shall have a "bank" for accumulating sick days (hereinafter called a "Bank"), as hereinafter provided. On the effective date of this Agreement, the Banks of those such employees hired on February 1, 1996 and whose seniority at the University commenced prior to January 1970, shall be credited with thirty (30) sick days (and the Union hereby represents that here are no more than five (5) such employees, and who shall sometimes hereinafter be referred to as the "Senior Employees"), the Banks of all other employees shall begin with zero (0) sick days.

(ii) All employees shall be entitled to sick days as follows:

0-10 years – 5 sick days

11-17 years – 6 sick days

18 + years – 7 sick days

New Employees cannot use sick days until they have completed 90 days of employment. New employees will accrue their five (5) sick days at the rate of one (1) hour of sick time for every 35 hours worked, up to a maximum of 40 hours (5 days). On the first January 1st following their date of hire, the Employer shall front load an employee's annual Sick Day allotment.

(iii) The Banks of the Senior Employees (but not those of any other employee) shall, at the beginning of each new twelve (12) month period, restore to thirty (30) sick days, regardless of usage during the prior twelve (12) month period. The unused portion of each twelve (12) month period's sick days may be accrued in the employee's Bank, provided that in no event shall the number of sick days so accrued in the Bank ever exceed thirty (30). All employees shall be awarded their sick time based upon seniority and accumulated sick time shall be awarded January 1 of each year.

(iv) An employee who avails himself/herself of sick leave shall be entitled to a full day's pay (with no overtime pay available) for each full day of sick leave, but only if the following conditions are satisfied by the employee:

- 1) A bona-fide doctor's certificate of illness must be provided by the employee to the Employer for each instance of sick leave totaling three (3) or more consecutive days.
- 2) An illness, regardless of its duration shall count as one occurrence. The Employer reserves the right to substantiate any absence for illness for which sick leave is claimed with examinations by doctors of the Employer's choosing and at the Employer's expense. The burden of proof for any claim of sick leave rests with the employee. Notwithstanding the provisions of Article 10 above, overtime shall not be available to any employee who is off on sick leave the day immediately preceding the day on which the overtime is to be worked.

(v) Sick Days may be used for:

- 1) An employee's mental or physical illness, injury or health condition; an employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; an employee's need for preventive medical care;
- 2) Care of a family member with a mental or physical illness, injury or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; care of a family member who needs preventive medical care; or
- 3) Closure of the employee's place of business by order of a public official due to a public health emergency or an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency, or care for a family member when it has been determined by the health authorities having

jurisdiction or by a health care provider that the family member's presence in the community would jeopardize the health of others because of the family member's exposure to a communicable disease, whether or not the family member has actually contracted the communicable disease.

(vi) An employee shall not receive sick leave pay, worker's compensation, vacation, holiday pay or other compensation simultaneously from the Employer. An employee must be at work on or after the anniversary date in order to receive any sick leave based on attainment of an employment anniversary.

(vii) The Union agrees the sick leave policy contained herein is available to employees to cover periods of absence for bona-fide illness and the reasons outlined in Section (v) above only, and abuse of the sick leave benefit by falsification, misrepresentation or usage for other than bona-fide illness will subject the employee to immediate discharge. Any flagrant abuse of sick leave shall be justifiable cause for immediate discharge. It is recognized by the Union that it must use its best efforts to reduce chronic absenteeism and tardiness to minimum. The Union agrees to take appropriate and prior measures to curb chronic absenteeism and tardiness among its members at all times, and to cooperate with the Employer in all respects in maintaining a high standard of attendance. Section 14.A. shall be considered supplementary to, and not in derogation of the Employer's Work Rules.

(viii) The Employer's obligation to pay the employee for sick leave as provided above shall be reduced dollar for dollar to the extent such employees receives sick pay benefits pursuant to Section 18 of this Agreement.

(ix) When an employee retires, the Employer shall pay such employee for the balance of days remaining in his/her sick leave bank.

B. Americans with Disabilities Act

In order to comply with the requirements of the Americans with Disabilities Act of 1990, (as the same may be amended); the Union will cooperate with the Employer to make, where required by the Act, reasonable accommodations for disabled employees. It is recognized that in making reasonable accommodations, arrangements may have to be made that are not consistent with provisions in this Agreement, including the seniority provisions of this Article.

C. Family Medical Leave Act (FMLA)

(i) Subject to the other terms and conditions of this Agreement, an employee who has been employed by the Employer for at least twelve (12) months and who has worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period prior to a request for leave, is eligible for unpaid leave totaling twelve (12) weeks during any twelve (12) month period for the following:

- 1) Birth of a son or daughter of the employee and in order to care for that son or daughter;
- 2) Placement of a son or daughter with the employee for adoption or foster care;
- 3) To care for the employee's spouse, son daughter or parent, if that individual has a serious health condition, i.e. an illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility or involves continuing treatment by a health care provider;
- 4) Serious health condition of the employee.

(ii) Leave under (i) and (i)2 above for the birth or placement of a son or daughter expires twelve (12) months after the date of birth or placement.

(iii) In the event that both spouses are employed by the Employer and are eligible for the leave, they are limited to an aggregate of twelve (12) weeks of leave if that leave is for the reasons set forth in (i) and (i)2 above or to care for a sick parent under (i)3 above.

(iv) Leave under any (i)3 above may be taken intermittently or on a reduced work schedule when medically necessary. Employees are to first use all unused vacation and personal days before taking unpaid time off on such leave.

(v) In all foreseeable instances, the employees should provide the Employer with at least thirty (30) days notice before the leave is to begin. If conditions are such that the leave must begin in less than thirty (30) days, then the employee should provide the Employer with notice at the earliest time practicable.

(vi) If the Employer requires that a request for leave under (i)3 above must be supported by a certification by the health care provider, the certification must include the following information:

- 1) The date on which the serious health condition began;
- 2) The probable duration of the condition;
- 3) Medical facts regarding the condition;
- 4) Statement that employee is needed to care for the spouse, son, daughter, or parent and an estimate of that amount of time needed for such care; and
- 5) In the case of planned medical treatment for spouse, child or parent, the date and duration of such treatment.

(vii) In the case of leave under (i)3 above, the Employer, at its discretion, may require a second opinion at its expense. If there is a conflict between the two opinions, then the Employer may require at its expense, a third opinion from a health care provider designated or approved jointly by the Employer and the employee.

(viii) The leave request must be initiated by completing the attached application and certification, if necessary, under (i)3 above.

(ix) The Employer will continue to pay all but the employee's contribution if applicable for that employee's health insurance coverage of the leave. Upon return from leave, the employee will be permitted to return to the position which the employee held at the time of commencement of his/her leave; provided however, that if such position no longer exists at the time of the employee's return, the employee shall be entitled to use the procedure for bumping set forth in Section 7 above.

(x) An employee on leave will not lose any benefits accrued prior to leave. The employee shall accrue seniority, but no benefits during such leave.

(xi) The twelve (12) month period shall be calculated forward from the date the employee initially begins the Family or Medical Leave.

(xii) If an employee fails to return from leave for a reason other than the continuation, recurrence or onset of a serious health condition that entitles the employee to leave, or other circumstances beyond the control of the employee, then the Employer will seek to recover the premium paid during leave to maintain the employee's health insurance coverage. The Employer will require medical certification of such condition.

(xiii) In administering a leave of absence under this section, the application for Unpaid Family or Medical Leave form, and the Family and Medical Leave Act Certification form (which forms shall be supplied by Employer), will be used.

(xvi) FMLA leave will run concurrently with other contractual benefits relating to employees off on occupational or non-occupational injury or illness, disability leave or sick days.

ARTICLE 15 PENSION PROGRAM

A. The parties agree that employees covered by this Agreement shall participate in the SEIU National Industry Pension Plan Fund ("Fund"), and that each Employer, the Union and the employees shall abide and be governed by the provisions of the Trust Agreement as amended.

B. The rights of employees participating in the Fund with respect to eligibility to participate vesting of benefits, benefit accrual and eligibility for benefits, shall be as set forth in the Trust Agreement as amended from time to time by the Trustees.

C. Effective December 1, 2010, The Employer will contribute monthly to the Fund one dollar and two cents (\$1.02) per for each straight-time hour actually worked by each participant employed by the Employer (as defined in the Trust Agreement) in covered employment, but in no event to exceed forty-two dollars and eighty cents (\$42.80) per week. Paid holidays, paid vacations, paid personal days, paid birthdays, and hours paid for due to injury or death in a family shall be considered as hours actually worked for pension contribution purposes.

D. Effective December 1, 2019, to comply with the Preferred Schedule of the Pension Fund, the Employer shall contribute an additional 115.4% (\$1.18 per hour) each month to the total contributions to the fund called for in section 3 above. Effective December 1, 2020, the Employer will contribute an 132% (\$1.35 per hour) each month in supplemental contributions to the total contribution to the fund called for in Section 3 above. Effective December 1, 2021, the Employer will contribute an additional 150% (\$1.53 per hour) each month in supplemental contributions to the total contribution to the fund called for in Section 3 above. Effective December 1, 2022, the Employer will contribute an additional 169.4% (\$1.73 per hour) each month in supplemental contributions to the total contribution to the fund called for in Section 3 above.

E. Contributions for regular full-time shall commence after such regular full-time employee has completed ninety (90) days of continuous service with the Employer.

F. Contributions for part-time employees shall commence after such part-time employee has worked one thousand (1,000) or more hours during a twelve (12) consecutive month period (either from their date of hire or during any calendar year), Once a part-time employee has met the above eligibility requirements, the Employer thereafter shall contribute on behalf of such employee on the same basis on which it contributes for its regular full-time employees, irrespective of the number of hours worked per year by the part-time employee thereafter.

G. Employers shall file such reports and distribute or cooperate in the distribution of such materials as the Trustees may require in connection with the reporting and disclosure requirements of ERISA and regulations thereunder.

H. The pension contributions required above shall be made no later than the 10th of the following month, and such reports as the Trustees or their designated agent may require shall be made at the times specified by the Trustees or their designated agent.

I. Upon the failure of an Employer to make the required reports or payments to the Fund, or its designated agent, the Union (and/or the Trustees) may, in its sole discretion, take any action necessary, including but not limited to immediate arbitration under Article 12 of this Agreement, and suits at law, to enforce such reports and payments, together with interest at a per annum rate no less than ten percent (10%), and any and all expenses of collection, including by not limited to counsel of fees in the amount of fifteen percent (15%) of the total amount due, arbitration costs and fees, and court costs.

J. Notwithstanding the provisions of Section 15.10 above, the Union shall have the right to strike upon the failure of an Employer to make the required reports or payment to the Fund or is designated agent by giving thirty (30) days written notice to the Employer by certified mail of such alleged violation. If the Employer fails to correct such violation within thirty (30) days from receipt of notice, the Union will have the right to strike only the particular building involved with the understanding that this shall not adversely affect any other building in any respect.

K. Each Employer shall submit monthly to the Union a copy of the monthly report that is submitted to the Fund Plan with payment.

L. The Agreement shall re-open on November 30, 2022 to bargain pension benefits, if the rate or amount of contributions required by the Pension Fund differs from the rate and amount required effective December 1, 2022, set forth in the Paragraph D above. If the rate or amount required by the Pension Fund effective December 1, 2022 is 10 percent greater, or less than the rate and amount set forth in the preceding paragraph, the reopener shall include pension and wages.

ARTICLE 16 HEALTH INSURANCE

A. Effective January, 1, 2020, 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 employees covered by this Agreement employees regularly working 30 or more hours per week, including for temporary job vacancies filled in accordance with Article 9, Section B, and, where applicable, the eligible dependents of such employees, with such health benefits as may be determined by the Trustees of the Fund.

B. Contribution Rates

1) Except as provided in subparagraph B(2), the Employer shall pay the following monthly rate of contribution to the Fund for each covered employee:

January 1, 2020	\$1,049 per month
January 1, 2021	\$1,087 per month
January 1, 2022	\$1,126 per month
January 1, 2023	\$1,167 per month

2) For each employee who elects family coverage, the Employer shall pay the following month rate of contribution:

January 1, 2020	\$1,299 per month
January 1, 2021	\$1,337 per month
January 1, 2022	\$1,376 per month
January 1, 2023	\$1,417 per month

3) The Employer shall deduct \$250 per month, on a pre-tax basis, from the monthly wages of each employee who elects family coverage.

C. 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 1st 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.

D. 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.

E. All newly hired employees shall have a wait period of ninety (90) days before becoming eligible to participate in the Health Fund, and no contributions shall be made on behalf of newly hired employees over the ninety (90) day wait period. Newly hired employees shall elect family coverage no later than thirty (30) days after the expiration of the ninety (90) day wait period set forth in subparagraph 5(a) above. 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.

F. If the Employer fails to make required reports or payments to 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.

G. 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.

H. The following employees will be provided with health insurance with the employer paying the employee's share of the premium (section B(3) above).

Russell Regan Kirk Brinkley Evelinia Adams

I. If, during the term of this Agreement or any extension or renewal thereof, there shall become effective a compulsory federal system of employee group insurance financed by compulsory contributions from Employers, including the Employer herein, which system duplicates in whole or in part the system or benefits provided in this Agreement, then the parties shall meet for the purpose of modifying the Agreement to reflect the impact of such legislation. To the extent possible, the parties shall modify the Agreement so that the same level of benefits and contributions provided for in this Agreement shall be maintained notwithstanding any compulsory federal system. In the event that such compulsory federal system results in an increase in cost to the Employer, then the benefits shall be reduced to a level to allow a reduction in cost equal to the levels provided in this Agreement. In the event

that such compulsory federal system is financed by compulsory employee and Employer contributions and results in a cost savings to the Employer, then any such savings shall be utilized to provide increased life insurance benefits or other employee benefits as may be mutually agreed upon by the Employer and Union. If, after thirty (30) calendar days of discussions, the parties are unable to agree upon the implementation of this provision, the matter shall be submitted to an arbitrator selected in the manner described in Step 4 of the Grievance Procedure set forth in Article 21 of this Agreement. The Arbitrator shall render a decision consistent with the expressed intent of this provision, which is to preserve the negotiated system of health care as much as possible, notwithstanding a compulsory federal system.

If, during the term of this Agreement or any extension or renewal thereof, there shall become effective an optional federal system of employee group insurance, the Employer may not elect to participate in such system without the consent of the Union.

J. Aramark will provide eligible employees the opportunity to participate in the Aramark Health Care Flexible Spending Account (FSA). Aramark Health Care Flexible Spending Account Benefits for eligible employees will be effective the first (1st) of the month following sixty (60) days of continuous employment.

ARTICLE 17 LIFE INSURANCE PROGRAM

The Employer agrees to provide each regular full time employee with life insurance coverage in the amount of \$10,000 at the total and sole cost to the Employer. There shall be no devaluation of said coverage on an employee's age.

ARTICLE 18 SICK AND ACCIDENT BENEFITS

A. All regular full-time employees are eligible for Short-Term Disability benefits as outlined below. In order to be considered a full-time employee for purposes of Short Term Disability benefits only, employees must be regularly scheduled to work a minimum of thirty (30) hours each week to be eligible. Benefits for eligible employees will be effective first (1st) of the month following ninety (90) days of continuous employment.

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

C. 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.

ARTICLE 19 UNEMPLOYMENT COMPENSATION FUND

The Employer agrees to participate to the extent required by law in the Pennsylvania Unemployment Compensation Fund.

ARTICLE 20 NO STRIKES OR LOCKOUTS

Sufficient methods have been established to settle any grievance or dispute that may arise in an amicable manner; therefore, it is mutually agreed that there shall be no strikes (including strikes not arising under the contract or cognizable under the grievance procedure), sympathy strikes, boycotts, work stoppages, sickouts, refusals to work, slowdown, sit-down, or other interference with or interruption of the Employer's operations at the University or its employees at the University by the Union or its members and no lockout by the Employer, for any reason whatsoever during the term of this Agreement. For the purpose of this Agreement, the term "members" shall mean employees who are employed by the Employer in the bargaining unit covered by this Agreement. In the event of unauthorized activity, the Union will immediately take affirmative action to eliminate the activity including specifically, but not limited to, promptly disavowing the activity; provided, however, that the Union shall not be liable for any violation of this Section where the Union has taken all reasonable steps to avoid and end such activity. It is also agreed that in the case of an emergency, such as flood, fire or other unforeseen major contingency, 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 the buildings and equipment under its control, or reasonably necessary to repair and place the same in condition thereafter for occupancy. So long as it does not result in any interference with or interruption of the Employer's operations at the University or its employees at the University, the Union and the employees shall have a right to handbill or informational picket. However, before any hand billing or picketing, the Union shall meet with the Employer, and the Union, acting in good faith, shall attempt to resolve with the Employer the dispute underlying the Union's desire to handbill or picket.

No employee covered by this Agreement shall be required by the Employer to pass picket lines established by Service Employees International Union in an authorized strike.

Should security employees come to be represented by the Union, it is understood that because of their special responsibilities and duties, they shall at no time participate in strikes, slowdowns or withdrawal of services nor shall they observe picket lines in any form; provided only that, in the event of a strike by others, they shall not be required to assume non-security type duties normally performed by striking employees. Further security employees shall not be subject to penalty or punishment by the Union for performance of assigned duties at any time. These duties are recognized as including the apprehension, identification and reporting

of and giving evidence against any person who performs or conducts themselves in violation of work rules or applicable laws while on the Employer's premises.

ARTICLE 21 GRIEVANCE PROCEDURE

A. All grievances between the parties arising under this Agreement, during the life of this Agreement, shall be settled in the following manner:

STEP 1 The Employer and the Union shall use their best efforts to deliver any written disciplines or grievances regarding the employees or the Employer to the other party (i.e., to a shop steward, on behalf of the Union and to the Employer's project supervisor on behalf of the Employer) at a meeting prior to the formal delivery of same to the affected party. If the Employer believes an employee may have committed an infraction that could result in discipline, the Employer will notify such employee by the conclusion of the shift following that on which the alleged infraction occurred.

STEP 2 A grievance shall be submitted in writing to the immediate non-Union supervisor and Shop Steward within fourteen (14) calendar days after the grievance occurred or when the grievance should have known of same. An answer in writing shall be given by the Employer to the grievant and Shop Steward within fourteen (14) calendar days from the date of the submission of the grievance. Notwithstanding anything in Step 1 above, to the contrary, a failure to timely file a written grievance as provided in Step 2, shall result in the waiver of such grievance.

STEP 3 In the event no agreement is reached in the Second Step, the aggrieved party and the Shop Steward may within ten (10) working days from the date of the Second Step answer, refer the matter to General Manager. An answer in writing must be made in the Third Step within ten (10) working days from the date the grievance was appealed to the Third Step.

STEP 4 In the event the dispute is not settled to the satisfaction of the Employer and the Union in the Third Step, either the Union or the Employer may appeal same to the next step consisting of the Union and the Employer and send them a copy of the grievance within ten (10) days of the Second Step answer. Authorized representatives of the Union and Employer shall meet within twenty (20) days of the Third Step answer and attempt to adjust the controversy. The Employer shall give the Union an answer within five (5) days after said meeting.

STEP 5 In the event no agreement is reached in the Fourth Step and the grievance involves the interpretation or application of any provision of this Agreement, during the life of the Agreement, the Union may upon written notice to the Employer, appeal the grievance to arbitration within forty-five (45) working days from the date of receipt of such Fourth Step decision. The Employer agrees that the time strictures for filing a grievance for arbitration shall not be enforced until an employee's appeal rights have been exhausted pursuant to the Union's Constitution and By-Laws. The parties shall then promptly attempt to

mutually agree upon an impartial arbitrator, and then the Employer and the Union shall request the Federal Mediation and Conciliation Service to submit a panel of nine (9) NAA Certified names of suggested impartial arbitrators. The parties shall then select the impartial arbitrator from such list by each party alternately removing one name from the list until but one name remains.

The decision of the impartial arbitrator shall be final and binding on the parties and on any employees. Further, any mutual settlement between the parties of any dispute or grievance at any step of the Grievance Procedure shall be final and binding on all parties, including the grievant.

The expense of the impartial arbitrator selected, the hearing room and the transcript of the testimony, if the parties mutually agree upon having the testimony of the hearing transcribed, shall be borne equally by the Employer and the Union.

The impartial arbitrator shall submit his decision within thirty (30) days of the hearing unless time is extended by mutual agreement of the parties.

Saturday, Sunday and designated holidays shall not be included in the time limits set forth above.

B. The above Grievance Procedure may at the Employer's option, be utilized by the Employer; and in the event the Employer elects to file a grievance, it shall be processed commencing at the Third Step.

C. It is understood and agreed that the grievances or disputes arising with respect to the employees of any Employer building or buildings shall not involve the employees of other Employer buildings in which no such grievance or dispute exists. The arbitrator shall only have jurisdiction and authority to interpret, apply or determine compliance with the provisions relating to the wages, hours of work and other conditions of employment set forth in the Agreement insofar as shall be necessary to the determination of such grievances arising hereunder, but the arbitrator shall not have jurisdiction or authority to add to, detract from or alter in any way, the provisions of this Agreement.

ARTICLE 22 BEREAVEMENT PAY

A. In the event of the death of the wife, husband, son, daughter, parent, brother, sister, mother-in-law, father-in-law, stepfather, stepmother, grandparent or grandchild, legal guardian, or "common law spouse" * (a person with whom the employee has considered to be his/her spouse and has been living within the same household) of any regular full time employee hired before July 1, 2004 covered by this Agreement who has been in the employ of the Employer for at least ninety (90) days, the employee shall be paid his or her regular straight time rate for scheduled time lost from work for four (4) consecutive work days, one of which shall be the day of burial, provided the employee attends the funeral and furnished proof thereof if requested by the Employer. Employees who have not completed their ninety

(90) day probationary period shall receive two (2) consecutive excused days off without pay, one (1) which shall be the day of the burial, provided the employee attends the funeral and furnished proof thereof if required by the Employer.

*Employees are encouraged to inform management of the identity of their common law spouse in the same manner as an employee would identify their husband/wife i.e. employment application, placing notification or contact information in employee file etc.) Evidence that an employee considers a person to be their spouse, and which the Employer may require to be produced, may include:

- 1) Proof of co-habitation, including both names on deeds, leases, and household utility bills;
- 2) Proof of joint financial obligations and benefits, such as a presence of both names on joint bank accounts;
- 3) Having designated each other as beneficiary on Life Insurance policies and 401(K) or other pension plans.
- 4) Having had one or more children together

B. Employees hired after July 1, 2004 shall receive three (3) such days bereavement pay, provided the employee attends the funeral and furnishes proof thereof if requested by the Employer. This Article does not apply whenever the employee is absent from work as a result of vacation, holiday, leave of absence, layoff or extended illness.

C. In the event of the death of an immediate aunt and uncle (i.e., not great-aunts or great-uncles) of any regular full time employee covered by this Agreement who has been in the employ of the Employer for at least ninety (90) days, the employee shall be paid his or her regular straight time rate for scheduled time lost from work for one (1) work day, provided the employee attends the funeral and furnished proof thereof if requested by the Employer.

ARTICLE 23 NON-DISCRIMINATION

The Employer and the Union agree that there will be no discrimination in employment in violation of applicable federal, state and/or local law.

The Employer agrees to work with all legal immigrants to provide the opportunity to gain either extensions, continuations, or other status required by the Immigration and Naturalization Services without having to take a leave of absence. If a leave of absence is necessary, the Employer agrees to give permission for the employee to leave for a period of up to ninety (90) days without pay or benefits and return the employee to work with no loss of seniority, provided the Employer is still in the building. All of the above shall be in compliance with existing laws.

ARTICLE 24 TARDINESS, ABSENTEEISM, JOB ABANDONMENT

Tardiness, absenteeism, and job abandonment shall be covered in the Employer's work rules.

ARTICLE 25 MISCELLANEOUS

A. The Employer shall in no event be responsible for any rights, benefits or practices which may have accrued to the benefit of any of the employees under or with respect to prior employees or prior labor contracts at the University or otherwise.

B. A high standard of efficiency and performance shall be maintained by all employees represented by the Union, and the Union will actively encourage this among the employees and cooperate with the Employer in maintaining this standard. It is understood that all employees must be physically able to perform their job duties.

C. Employees who are required to wear uniforms prescribed by the Employer shall be furnished three (3) uniforms including shirts and pants following the employee's probationary period. In the event of workplace damage or if the uniform does not fit, the Employer shall order a replacement uniform within two (2) weeks. The Employer shall also provide rubber gloves for cleaning commodes and special protective clothes for employees required to work on the grounds during inclement weather. All of such clothing shall be used only for work purposes on the University grounds (and any incidental travel to and from such work). An employee must report any lost or damaged clothing when such loss or damage does not occur in the course of the employee's performance of work (or incidental travel to and from such work), or when the employee fails to immediately report such loss or damage to the employee's supervisor. Uniforms which become unserviceable shall be replaced on an exchange basis. The Employer shall be responsible for providing a replacement or exchange uniform form. The replacement or exchange form shall list uniform items, date of request, reason for request, date employee received item, and signed by the employee and immediate supervisor.

D. It is also agreed that in the case of emergency, including, without limitation, flood, fire, snow, epidemic or other unforeseen major contingency, 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 University, or reasonably necessary to repair and place the same in condition thereafter for occupancy.

E. 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, as to any matter or issue covered by the provisions of this Agreement.

F. This Agreement is in full settlement of all the issues between the parties which have been addressed by the provisions of this Agreement.

G. The Union business representative may have access to all properties covered by this Agreement to discharge his/her duties as the employee's representative, providing the manager of the Employer or his/her assistant is notified in advance. In case of emergency, an emergency number will be provided for the Union to call so that arrangements can be made for the Union Representative to enter the premises. The Union Representative shall be allowed to interview any employee during the employee's working hours only when this cannot be accomplished during the employee's off hours, and as long as it does not prevent the completion of the employee's shift work. Management and supervisors shall respect the privacy of any Union meetings on the job. Notwithstanding the above, where the Union seeks to enter a customer's building, such request must be made in writing to the Employer. The Employer will then make that request known to the customer. When the customer denies permission to enter the building, the Employer shall not notify the Union. The Union shall then be required to show in writing, that its purpose to enter the building cannot be satisfied by any means other than entry into the building. Upon receipt of the letter from the Union, the Employer and the Union shall meet properly to try to resolve the problem.

Shop Stewards shall have the right to investigate complaints relating to specific terms of this Agreement at their regular job location on the Employer's time, up to fifteen (15) minutes per day. In any case, time allowed is not to exceed one (1) hour and fifteen (15) minutes per week, provided such investigation does not prevent the employee from completing their regular shift work during the regular shift hours.

The Employer agrees that the Shop Stewards shall be allowed to perform their Union duties without discrimination or harassment, indirectly or indirectly from the Employer, a foreman or any other representative of the Employer.

The Union will notify the Employer in writing of all designated shop stewards. Shop stewards shall be granted two (2) days off per contract year to attend steward training class, providing a written request is submitted to the Employer at least one (1) week in advance. The Employer will reimburse three (3) 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.

For negotiations of a new labor agreement, the Employer shall reimburse members of the bargaining committee for scheduled working time lost up to a maximum of 40 hours total when negotiating a new Agreement. Employees who are on the night shift shall be paid for a day lost if negotiations that day go past 1:00 p.m.

H. The Employer recognizes the concept of progressive discipline for minor disciplinary offenses. Disciplinary warnings shall not be used as the basis for suspension or discharge after twelve (12) months. Suspensions shall not be used as the basis for suspensions and discharge after eighteen (18) months.

I. Employees are obligated to sign statements indicating that they have received the Employer's handbooks, work rules and Workers Compensation Physical Panel Listing (including all amendments thereto and re-issuances thereof).

J. The Employer and the Union agree that the ARAMARK Drug and Alcohol Abuse Program guidelines attached hereto as Exhibit "B" shall be deemed an integral part of this Agreement.

K. The Employer intends to implement reasonable work standards during the term of this Agreement. The Employer and the Union will attempt to jointly develop reasonably fair and engineered work standards to improve productivity. The Employer has the final discretion to ultimately set reasonable standards, and the Union retains the right to challenge the reasonableness of the standards in any appropriate proceedings. In addition, the Employer and the Union will discuss whether to have an incentive program in connection with the work standards as well as the terms of any such incentive program.

L. In the event an employee is assigned additional work to cover temporary absenteeism, the Employer will instruct the employee(s) what portion of his regular work assignment shall not be done in order to do the additional work. In such cases the Employer must provide to the employee in writing what portion of his/her regular work assigned that shall not be completed and the additional work he/she has been assigned to cover the temporary absenteeism when possible. This clause shall not cover situations in which employees are assigned different work as a result of changes in technology, equipment or method, but shall only cover situations involving temporary absence where one (1) or more employees are requested to take over the work of the absent employee for a short duration. The Employer shall use its best efforts to fill temporary assignments with a part-time employee prior to assigning additional work.

M. The Union District Director will designate and the Employer shall permit at least two (2) employees per Employer, subject to the operational needs of the Employer, to be excused from work with no loss of pay, seniority or benefits to serve a Union Leave of Absence. This leave shall not exceed six (6) months. The employee shall be returned to his/her former position upon completion of said leave displacing the least senior employee if necessary. The Union shall reimburse the Employer for all wages and benefits costs for the duration of said leave of absence. If the employee is needed for more than one workweek, five (5) consecutive days, the Union shall give the Employer thirty (30) days advance notification, but in no event shall any notification be less than three (3) working days. The Union shall reimburse the Employer for all wages, including worker's compensation, unemployment compensation, taxes where appropriate and applicable benefits. The Union shall also indemnify and hold harmless the Employer of any and from any and all liability arising from the Employer's compliance with this Section, including, but not limited to, any and all liability caused by any employee on Union leave per this Section and any and all damages and/or injuries sustained by any employee on Union leave per this Section. Should any aspect of this provision be found to be illegal or otherwise result in any adverse tax or related financial consequences to

the Employer, the Section shall be deemed null and void, and the parties will engage in negotiations over a substitute provision.

N. INCLEMENT WEATHER

In the event the Carnegie Mellon University closes due to inclement weather, emergency or the Governor declares an emergency situation and the University closes, but travel is not restricted all employees covered by this Agreement are expected to report to work for their regularly schedule shift shall receive one (1) personal day off for each day(s) worked within the next twelve (12) month.

Employees unable to report to work due to inclement weather, emergency or any other reason must provide reasonable documentation within forty-eight (48) hours after said absence to request to use a vacation or personal day to cover the absence.

O. TEMPORARY BID

When employee are absent from work for four (4) months due to a bona fide reason (workers' compensation, sick leave, or other approved leave of absence), or if the Employer is aware of an extended leave of absence of three (3) months or more, their jobs shall be posted for bid on a temporary basis as describe in Article 9 paragraph one (1).

When the absent employee returns, he/she shall be returned to his/her regular job, the employee working the temporary job shall be returned to his/her previous job.

If the absent employee fails to return to work within twenty-four (24) months the employee who bid on the temporary job shall be awarded the job permanently.

The Employer will provide to the Union a list of temporary bid positions, and the name(s) of the employees out on approved leave.

P. REDUCTIONS IN FORCE

- 1) There shall be no reduction in the work force except where there is:
 - a) A documented change in work specifications; or
 - b) Elimination of all or a substantial part of specified work; or
 - c) Vacancies in the building; or
 - d) Construction or reconstruction of all or part of a building; or
 - e) Introduction of technological advances; or

- f) Significant changes in cleaning techniques or processes which reduce cleaning times.
- 2) Should the Employer desire to reduce the work force for one of the reasons above, it shall give 14 days' advance notice to the Union, including in such notification the reason(s) for the reduction. During the said 14-day notice period, the Employer agrees to meet with the Union to discuss the reasons for the reduction. At the conclusion of the 14-day period, if the Union is not satisfied, the Union may proceed directly to arbitration on an expedited basis. The Employer may not implement its planned reduction for 30 days following notice to the Union.

ARTICLE 26 SUBCONTRACTING

A. The Employer shall give at least three (3) weeks advance written notice to the Union prior to the effective date of its contracting for services covered by the scope of this Agreement. The notice shall include (1) a description of the work to be subcontracted; (2) the number of affected employees and their classifications; and (3) the name and address of the contractor. Where the Employer replaces one contractor with another, it shall also provide three weeks advance notice indicating the name and address of the new contractor.

B. The Employer shall require the contractor to retain all bargaining unit employees who were performing the work in question, or who would otherwise be laid off as a result of the decision to contract out the work. The Employer shall further require the contractor to provide wages, benefits, hours, site seniority, and working conditions in accordance with Union standards pursuant to this Agreement, or the equivalent cost thereof. If the contractor fails to comply with any of these requirements, in addition to any other remedy the Arbitrator may award, the Arbitrator shall order the Employer to make all affected employees whole for any losses they suffered. In filling vacancies, the subcontractor shall consider the seniority of applicants of employees of the Employer in accordance with Job Vacancies Article.

C. If the Employer decides that it no longer wishes to utilize a contractor for work that had previously been contracted out, then the employer agrees that it will offer to employ or reemploy the employees working for the contractor provided those employees meet the Employer's lawful criteria for employment, and further provided that there are no other employees with recall rights that would entitle them to those positions.

D. Seniority shall be defined as seniority working at the Carnegie Mellon Campus under a collective bargaining agreement with Local 32BJ or its predecessors. If the Employer hires an Employee who had worked continuously under a different SEIU 32BJ Collective Bargaining Agreement at Carnegie Mellon University, it shall recognize their years of service for the purpose of vacation and benefit eligibility only, provided they hold a benefit-eligible position.

ARTICLE 27 NO JOINT LIABILITY

It is the intent of the parties that liability under this Agreement shall be between the individual Employer and the Union, and shall be several and not joint.

ARTICLE 28 OTHER WORKING CONDITIONS

A. Non--Union supervisors shall not perform bargaining unit work where it results in a bargaining unit employee being displaced. This Section shall not prohibit a supervisor from performing bargaining unit work for the purpose of:

Training or retraining of employees;

Trying out or testing new methods, processes, equipment or materials;

Handling an emergency; or

Replacing an employee, other than a cleaning employee, until a qualified replacement can be obtained

B. Pay for time not worked under any provisions in this Agreement shall be based on the employee's regular base rate of pay and the employee's regularly scheduled hours of work per day.

C. The Employer agrees to deduct and transmit to the Pennsylvania State Employees Credit Union amounts deducted from the wages of those employees who voluntarily authorize such deductions by way of a signed authorization form. If an Employer is more than thirty (30) days late in forwarding the amounts deducted from employees' wages to the credit Union, the Employer shall pay liquidated damages to the employee involved in the amount of 10% of the liquidated amount commencing with the thirty-first (31st) day of such a delinquency.

D. At each building, the Employer shall establish an employee safety committee consisting of two (2) bargaining unit employees and two (2) members of management, who shall meet on at least a quarterly basis to discuss safety and health matters. The safety committee shall only have the power to recommend and advise management on safety and health matters. In recognition that new rules of the Environmental Protection Agency (EPA) require maintenance employees servicing air conditioning and refrigeration equipment to be certified by an EPA examination, it is agreed that all affected personnel will take the necessary examination. The Employer shall reimburse the employee for fees charged by the EPA to take the examination and be certified, the first time the employee takes the examination. The employee shall not be reimbursed for any other costs. The employee shall be responsible at his or her own expense to maintain such certificate once it is issued.

E. The Employer agrees to work with all legal immigrants to provide the opportunity to gain either extensions, continuations or other status required by the Immigration and

Naturalization Service without having to take a leave of absence. If a leave of absence is necessary, the Employer agrees to give permission for the employee to leave for a period of up to ninety (90) days without pay or benefits, and return the employee to work with no loss of seniority, provided the Employer is still in the building. All of the above shall be in compliance with existing laws.

F. The Union agrees to send to each employer copies of all collective bargaining agreements it enters (including modifications or renewal agreements, or any memoranda of understanding) covering any Employer or group of Employers and any cleaners in a commercial office building in the Pittsburgh area. The Union shall submit such agreements or memoranda within 30 days from entering into such agreements. In addition, the Union will share all relevant arbitration awards at the earliest possible stage of the grievance procedure. Acknowledgement: Employees are obligated to sign statements indicating that they have received the Employer's handbooks and new rules.

G. There shall be established a Joint Labor — Management Committee (JMLC) on training. The JMLC will meet a minimum of six (6) times during the first year of this Agreement and at least quarterly thereafter. The JMLC shall be composed of Union and Employer representatives from each of the signatories to this Agreement. The JMLC shall:

- (a) identify training needs for both new and incumbent workers;
- (b) identify and clearly articulate industry standards for cleaning;
- (c) develop training curricula for both new hires and incumbent workers;
- (d) monitor and evaluate progress on training and workload issues;
- (e) respond to specific training and workload needs within particular buildings.

The parties agree that all employees shall receive a minimum of 20 hours of employer-paid training each year of this Agreement during normal working hours. Wherever possible, the steward and lead within each building shall be trained to function as training coordinators within their buildings and conduct remedial training with individual employees when necessary. In addition, new employees shall receive training during their first 90 days of employment in accordance with the curriculum developed by the JMLC.

The parties agree that if using 3rd party vendors to conduct training, any associated costs or fees will be borne by the Employers. The Union and the Employers shall pursue the use of the Regional Labor Management Clearinghouse to fund and/or coordinate elements of this training program.

Elements of the training curricula may include:

- a. Mandatory new hire orientation, which may include training in areas such as:

- Custodial service standards

- Custodial Tools & Equipment

New Custodial Chemicals (including green cleaning)

Floors (hard surface, carpeted area)

Restrooms; offices

Homeland Security

Assessing your "run" and planning your work

Customer Service & Conflict Management

OSHA & Safety awareness

b. Lead Cleaner training, which would include more advanced training for experienced cleaners interested in taking on leadership responsibility within the workplace.

Orient and train new employees to duties, work areas, schedules.

Assist and/or fill-in for supervisor

Maintain equipment & supply rooms

Organize & oversee employees' daily cleaning tasks

Communicate with customers, tenants and staff

Cross-training, so that interested heavy cleaners can learn to do more specialized "project work" (such as marble care, snow removal, fountain cleaning, lamp tending, etc.) and so that light cleaners can attain the skills necessary to become heavy cleaners.

On-site skill assessment and development as needed in targeted buildings or with specific individuals perhaps in response to performance concerns, disciplinary issues, or client need.

ARTICLE 29 – LEGAL FUND

The Employer shall make contributions to the "Building Service 32BJ Legal Fund" ("Legal Fund") to provide employees who have completed ninety (90) days of employment under this Agreement with such benefits as may be determined by the Trustees. The rate of contributions to the Legal Fund shall be \$16.63 per month for each employee. Contributions are not required on behalf of employees on layoff or leave of absence.

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.

ARTICLE 30 – SEXUAL HARASSMENT

The Employer and the Union agree that all employees are entitled to work in an environment free from sexual harassment and the Employer will not tolerate sexual harassment by co-workers or supervisors. To this end, each Employer has and will maintain a harassment policy which all of the Employer's employees are required to follow and which the Employer shall use for purposes of governing sexual harassment in its workplace. The Employer will follow the steps set forth in its policy with respect to allegations of sexual harassment, including allegations against a third party (neither a co-worker nor a supervisor).

A. Examples of sexual harassment include, without limitation:

1. Unwelcome sexual advances
2. Inappropriate touching or contact
3. Offensive jokes or conversation of a sexual nature
4. Showing or sharing lewd pictures or video
5. Demeaning a person because of gender or gender identity
6. Other conduct of a sexual nature that interferes with an individual's job performance or creates an intimidating, hostile or offensive work environment

B. The Employer is to designate an official or maintain a hotline to receive employees' complaints of sexual harassment. Any complaint or report of sexual harassment should be made as promptly as possible to facilitate the Employer's investigation and must be made to the Employer's designated official, manager and/or hotline of the Employer.

C. The Union will cooperate with the Employer in conducting any investigation of a sexual harassment complaint or report. Upon the Union's request, and if the employee lodging the complaint does not object, the Employer will provide the Union's designated official (see J below) with all material non-privileged information regarding the underlying facts. Whether or not the employee lodging a complaint objects, the Union's designated official shall be entitled to receive non-privileged information concerning a bargaining unit employee who has been the subject of other allegation(s) of sexual harassment. If the employee lodging the complaint has objected, the Employer will make any redactions necessary to protect privileged information as well as the alleged victim. The Union will maintain the confidentiality of the person making the complaint and all of the witnesses participating in the investigation, and of all information and documentation provided

by the Employer

- D. Notice to the complaining employee regarding the results of the investigation and any action the Employer intends to take as a consequence of its findings will be in writing and, if the complaining employee does not object, provided to the Union. Whether or not the employee lodging a complaint objects, the Union shall be entitled to receive the non-privileged results of the investigation if the alleged harasser is a bargaining unit employee who has been the subject of other allegation(s) of sexual harassment. The Employer will make any redactions necessary to protect privileged information as well as the identity of such employee.
- E. Upon receiving a report of sexual harassment by an employee, the Employer will take reasonable steps to ensure that such employee does not have direct contact with the employee he or she is alleged to have harassed until such time as the Employer has completed its investigation and made a determination as to the allegation. The Employer has the right to transfer an accused employee to another work site on a temporary basis or, where appropriate, to suspend such employee until the investigation is complete. If necessary, the Employer may temporarily transfer both (or all) parties to separate work sites until the investigation is complete. Temporary transfers of the employee making the allegation will be done by mutual agreement with the Union, which shall not unreasonably withhold its assent.
- F. In the event an employee has made a harassment claim regarding a third party (someone who is not an employee of the Employer), the Employer will advise the employer of such person of the allegation and, if the aggrieved employee requests, endeavor to provide the aggrieved employee with a temporary alternative work location away from the alleged harasser. Where appropriate, the Employer will also advise the property owner or manager. In providing such reports, the Employer will request that the property manager or owner notify the third party employer to request that appropriate steps are taken to prevent a continuation or repetition of the challenged behavior.
- G. Any employee who, after appropriate investigation, is found to have engaged in sexual harassment of another employee will be considered to have committed a serious act of misconduct and will be subject to disciplinary action, up to and including dismissal.
- H. Neither the Employer, the Union, nor the Employees will retaliate in any way against an employee who reports a claim of sexual harassment or who participates in a sexual harassment investigation.
- I. Upon the Union's request, the Employer will provide the Union with the name of any official it designates to receive complaints of sexual harassment and will furnish the Union with documentation regarding the training it provides to its employees and

a list of all supervisors and employees who have been trained.

- J. The Union shall designate one or more officials to work with Employers in connection with sexual harassment claims lodged with an Employer by or regarding an employee. The Union will provide the Employer with the name of such official(s) who will be trained regarding sexual harassment and handling sexual harassment claims. All interactions between an Employer and the Union regarding sexual harassment claims and issues shall be with such Union official(s).

ARTICLE 31 DURATION

This Agreement shall be deemed effective **January 1, 2020** and shall continue in full force and effect until midnight, **December 31, 2023**. Sixty (60) days prior to **December 31, 2023**, either party, may in writing, notify the other of its desire to continue, modify or terminate this Agreement. Within thirty (30) days following such notice, the parties shall meet for the purpose of negotiating the matters involved in the aforesaid notice.

SEIU LOCAL 32BJ

ARAMARK MANAGEMENT
LIMITED SERVICES PARTNERSHIP



5/7/2020

EXHIBIT A

All buildings now or hereafter contracted by Carnegie Mellon University to ARAMARK MANAGEMENT SERVICES LIMITED PARTNERSHIP (or its subcontractors) Miracle Touch, and Checklist Cleaning both on and off the main campus, which is found primarily between Forbes Avenue and Frew Street, in the Oakland section of Pittsburgh PA.

ACADEMIC CAMPUS

Alumni House

Baker Hall

Bramer House

College of Fine Arts

Cyert Hall

Doherty Hall

East Campus Garage

Electric Car Garage

FMS Building

G.S.I.A

Gates Center

Gesling Field

Hamburg Hall

Hamerschiag Hall

Hunt Library

Margaret Morrison College

Mellon Institute

Mellonwood Childcare

Morewood Medical Center

Newell-Simon Hall

Porter Hall

Posner Hall

Purnell Center for the Arts

Roberts Hall

Scaife Hall

Skibo Gym

Smith Hall

Solar House

University Center

Warner Hall

Wean Hall

West Wing/Donner (Athletics)

Whitfield Hall

407 S. Craig

300 S. Craig

6555 Penn Ave.

HOUSING

Boss Hall

Doherty Graduate Apartments

Donner Hall

Fraternities

Hammerschlag House

Henderson Hall

McGill Hall

Margaret Morrison Apts.

Morewood Gardens A-D Tower

Morewood Gardens E Tower

Mudge Haouse

Resnik Hall

Scobell Hall

Shirley Apartments

Spirit House

Stever House

Tech House

Welch Hall

West Wing Hall

Woodlawn Apartments

SUB-CONTRACTED WORK

Checklist Cleaning

Miracle Touch

4609 Winthrop

4620 Henry Street

211 S. Craig

311-317 S. Craig

4700 Forbes

Dithridge Garage

INI

GATF Building

PTC

Robot City

SEI

UTDC