

**A G R E E M E N T**

**Between**

**The Compass Group  
at Carnegie Mellon University**

**And**

**SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 32BJ**

**October 1, 2021 through October 31, 2024**

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## AGREEMENT

THIS AGREEMENT is made and entered into effective as of the 1st Day of October, 2021 between Compass Group operating the food service operations at Carnegie Mellon University, located in Pittsburgh, Pennsylvania, hereinafter designated as the "Employer",

And

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

Witnesseth:

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

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

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

### ARTICLE 1: RECOGNITION

**A.** The Employer hereby recognizes and acknowledges the Union as the sole and exclusive bargaining representative of employees employed at Carnegie Mellon University in the Cafeteria and Dining Room and employees in all dining areas serviced by the Employer's Food Service Department, covered in the various job classifications and locations set forth in this Agreement, excluding, supervisors, student employees, dietitians, office and office clerical employees as defined in the Act. During the term of this agreement, there shall be no subcontracting of bargaining unit work, except as expressed in Article 10 (A).

**B.** Cafeteria and Dining Room employees in all dining areas serviced by the Employer's Food Service Department who are scheduled to work thirty (30) or more hours in a workweek shall be classified as full-time employees. Employees who are scheduled to work fewer than thirty (30) hours in a work week shall be classified as part-time employees. Part-time employees who actually work one hundred and eighty (180) hours or more in six (6) consecutive pay periods shall be re-classified as full time employees in the bargaining unit .

**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 thirty-first (31st) day following their employment, or the effective date of this Agreement, whichever is later. The requirement of membership hereunder is satisfied by the payment of the financial obligations of the Union's initiation fee and periodic dues uniformly imposed.

**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 requirements. 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 22A. (Step Four). 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.

**C.** When the Employer plans to hire additional employees, it shall give the Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Union. The Employer may continue to employ students on a temporary or part time basis; however, when the Employer fills student jobs during the summer in departments covered by this Agreement, it shall offer such a job only once to each applicant from Food Service in order by Bargaining Unit seniority who is, or will otherwise be on summer layoff or on reduced summer schedule due to reduced Food Service operations. In addition, employment of students shall not cause the discharge or layoff of any regular employees.

**D.** The Employer shall inform employees at the time of hire in covered job classifications of the existence and terms of this Agreement.

**E.** The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer in reliance upon such written notification by the Union that an employee is not in good standing because of failure to pay Union dues, or initiation fees or because of compliance with the Union security provisions of this contract or the Beck Financial Core status of the NLRB. The provisions of this Article 2 shall be effective in accordance and consistent with the applicable provision of Federal Law.

**F.** The Employer agrees that during the term of this Agreement, if it either decreases the number of employees employed in the bargaining unit as a result of layoffs, or increases the number of employees employed in the bargaining unit because of additional work or

the opening of new locations at CMU, that after such decreases or increases in the workforce have occurred it will employ and maintain a minimum of two (2) fulltime bargaining unit employees for every one (1) part-time employee. Any layoff or reduction of hours shall reduce any casual and/or temporary workers prior to reducing from the scheduled staff. Casual and/or temporary employees are not included in the calculation of this ratio.

**G.** The Employer shall utilize the 32BJ electronic, self-service portal to maintain an accurate roster of covered employees, including the name, address, telephone number, social security number, rate of pay, date of hire, full-time or part-time status, and job classification of all employees covered by this Agreement. The Employer shall furnish the number of hours worked to the Union on or no later than August 30th, November 30th, and May 30th each year of this agreement for all part-time workers employed by Compass at Carnegie Mellon University.

**H.** Managers and Supervisors shall not perform bargaining unit work. This section shall not prohibit a manager or supervisor from performing bargaining unit work for the purpose of:

- \* Training or retraining;
- \* Testing new methods, processes, equipment or material;
- \* Handling an emergency until an employee has been assigned the work; or
- \* Handling unexpected surges during peak business times to ensure customer satisfaction.

**I.** In the event the Employer loses its contract with Carnegie Mellon University, the Employer shall advise the Union of such loss of contract at least thirty (30) days prior to the Employer's last day of operation, provided, however, that if the Employer is given less than thirty (30) days' notice by Carnegie Mellon University, then the Employer shall advise the Union within two (2) days of receiving notice from Carnegie Mellon University.

**J.** The Employer may employ students on a temporary or part-time basis. The Employer may employ up to twenty (20) Carnegie Mellon University students. Students shall not work more than twenty-five (25) hours per week during any work week unless there is a special party or event during such week when more employees are needed. Part-time Carnegie Mellon University students so employed shall not be required to become members of the Union and shall not be covered by this Agreement. However, the employment of students shall not cause the discharge, layoff, or reduction of hours of any employee covered by this agreement. Students shall not be permitted to work at any time when regular employees are on lay-off and available to work.

**ARTICLE 3:  
CHECK-OFF**

**A.** The Employer agrees to deduct the Union's monthly dues, agency fees, initiation fees and American Dream Fund (ADF) or COPE contribution 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. The Employer shall transmit dues, initiation fees, ADF contributions and all legal assessments deducted from employees' paychecks to the Union electronically via ACH 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 and the amount of dues payment for each employee. The Union shall provide any necessary training opportunity to the employer to facilitate electronic transmissions.

**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 the deduction of Union Dues, initiation fees, and other monies.

**E.** The parties acknowledge and agree that the term "written authorization" as provided in this Agreement includes authorizations created and maintained by use of electronic records and electronic signatures, including electronically recorded phone calls, consistent with state and federal law. The Union, therefore, may use electronic records to verify Union membership, authorization for voluntary deduction of Union dues and fees from wages for remittance to the Union, and authorization for voluntary deductions from wages for remittance to ADF Funds, subject to the requirements of state and federal law. The Employer shall accept confirmations from the Union that the Union possesses electronic records of such membership and give full force and effect to such authorizations as "authorization" for purposes of this Agreement.

#### **ARTICLE 4: WAGES**

**A.** All wages shall be paid weekly.

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

**C.** Each employee shall receive a classification specification that accurately reflects established standards of work performance and shall be paid no less than the contract rate of pay for said job classification. Said classification specification shall be in accordance with the work the employee is regularly required to do. The Employer and the Union shall meet as necessary for the purpose of implementing the classification specifications **ns**.

**D.** This Agreement shall not interfere with present employees receiving higher wages as compensation for superior performance and/or qualifications in their job classification, who shall continue to receive such higher wages during the term of this Agreement. Employees receiving such rates shall be identified by name in correspondence between the Union and the Employer within sixty (60) days after the effective date of this Agreement or after the effective date of the higher wage whichever is later. If there is no such documentation, current employees' rates shall be red circled until they conform to the rates for their job classifications in Exhibit "A". If their employment in their current job classification is terminated, new employees shall be paid at the rates set forth in Exhibit "A".

**E.** Any employee who is temporarily assigned by the Employer to work in a higher paid job classification for more than two (2) hours shall receive the rate of pay for such higher paid job classification for the hours he so works. An employee who is temporarily assigned to work in a lower paid job classification, including a student job (see Article 2.c) shall nevertheless be paid his regular hourly rate of pay.

**F.** An employee who is assigned to a vacancy in a higher paid job classification (see Article 9) shall be paid the rate of pay set forth in Exhibit "A" except that if the stated rate is not a pay increase, the employee shall continue to be paid at the rate of pay he/she was paid immediately prior to being assigned to the vacancy.

**G.** In the event that the Employer establishes a new job classification within the bargaining unit in addition to those listed in Exhibit "A" of this Agreement, the Employer will negotiate with the Union with respect to the rates of pay, hours of work and conditions of employment for such new job classification.

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

## **ARTICLE 5: MANAGEMENT**

The Employer is empowered to hire and has the right to discharge any employee for just cause. Without limiting the foregoing rights and in recognition of the special responsibilities of the Employer to its students and to the community of which it is a member, dishonesty, drunkenness, immoral conduct and possession or custody of firearms or illegal weapons or drugs shall be deemed sufficient cause for dismissal. The Union recognizes the right of the Employer to direct and control the policies of the Employer, 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 only to the limitations stated in this Agreement.

## **ARTICLE 6: HOURS OF WORK**

**A.** The standard workweek is Friday from 12:00 a.m. through Thursday at 11:59 p.m. The normal work schedule for regular full time employees in Food Service shall consist of five (5) consecutive seven and one-half (7-1/2) to eight (8) hour days and two (2) days off or four (4) consecutive ten (10) hour days and three (3) days off with at least two (2) consecutive days off. 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. The normal work schedule for regular part-time employees shall be fewer than 30 hours per week. The Employer shall make its best effort to maximize 40-hour positions as much as possible.

**B.** The normal work day for full-time Food Service employees shall consist of seven and one half (7-1/ 2) to ten (10) continuous hours of work except for lunch and relief periods. The normal work day for part-time employees shall consist of a minimum of five (5) consecutive hours of work, exclusive of a 30 minute unpaid lunch break. The Employer shall post schedules by 1:00 p.m. on Wednesday for the workweek which commences the following Saturday, except in case of an emergency. Changes to employees' schedules will be made only in the event of significant change in hours of operation or business volume. The Employer agrees to meet and discuss with the Union any and all significant changes in hours of operation or business volume within forty-eight (48) hours prior to the change in hours of operation, except in case of an emergency. In the event of changes in hours of operation or business volume, part-time work hours shall be reduced prior to any changes to full-time schedules.

**C.** A one half hour lunch period without pay shall be provided in each normal workday for any employee who works five (5) or more hours per day. Employees must clock in and out for said lunch period. If there is an issue regarding pay, the employee will notify their immediate supervisor who will then make the adjustment to the employee's next paycheck.

**D.** There shall be paid relief periods not to exceed thirty (30) minutes in every normal work day, in the form of (2) 15-minute breaks or (1) 30 minute break, at such times as shall be determined by the Employer. These times shall be strictly enforced.

**E.** Employees who work over forty (40) hours in a workweek or over eight (8) hours in a day shall receive time and one-half (1-1/2) per hour in excess of forty (40) hours in a week or eight (8) hours in a day. Employees who have a bid schedule of ten (10) hours per day shall receive time and one-half (1-1/2) after ten (10) hours of work per day shall receive time and one-half (1-1/2) after ten (10) hours of work per day or forty (40) hours in a workweek.

Employees who have a bid schedule of eight (8) hours per day and who work six (6) consecutive days in any single workweek shall receive time and one-half (1-1/2) for all hours worked on the sixth day to the extent such hours exceed forty (40) hours in a workweek or eight (8) scheduled work hours on the sixth day.

Employees who have a bid schedule of ten (10) hours per day and who work five (5) consecutive days in any single workweek shall receive time and one-half (1-1/2) for all hours worked on the fifth (5th) day to the extent such hours exceed forty (40) hours in a workweek or ten (10) scheduled work hours on the fifth day.

Employees who have a bid schedule of eight (8) hours per day and who work seven (7) consecutive days within any single workweek shall receive double time pay for all hours worked on the seventh (7th) day to the extent such hours exceed forty (40) hours in a workweek or eight (8) scheduled work hours on the seventh day.

Employees who have a bid scheduled of ten (10) hours per day and who work six (6) consecutive days within any single workweek shall receive double time pay for all hours worked on the sixth (6th) day to the extent such hours exceed forty (40) hours in a workweek or ten (10) scheduled work hours on the sixth (6th) day.

There shall be no pyramiding of overtime.

**F.** Employees called from their homes to work shall receive pay at time and one half (1-1/2) with a minimum guarantee equal to four (4) hours straight time pay. This shall not be construed as a guarantee of the amount of overtime pay when called out before the scheduled workday or retained after the regular workday eight (8) hour workday. Employees shall be paid a minimum of four (4) hours at straight time for the annual August bid meeting.

**G.** Employees whose regular hours of work fall in the majority between 11:00 p.m. and 8:00 a.m. shall include a thirty (30) minute paid lunch period within the eight (8) hour

workday.

## **ARTICLE 7: SENIORITY**

**A.** The Employer has the right to determine the number and character of positions to be filled by employees in all job classifications as described herein.

**B.** Employee seniority shall be established as of the date of full time employment of an employee. Employee seniority shall be applied in the determination of:

1. Vacation accumulation (See Article 12)
2. Sick Leave accumulation (See Article 14)

**C.** Bargaining Unit seniority shall be established as of the date of employment of an employee in the Bargaining Unit. Bargaining Unit seniority shall be applied in the determination of the order of consideration of qualified employees who bid on promotions (See Article 9).

**D.** Job classification seniority shall be established as of the date of employment of an employee in a job classification. Each job classification constitutes a separate unit for seniority purposes. An employee's job classification seniority is limited to the period he works in that job classification. Job classification seniority shall be used to determine:

1. The order in which employees are affected by reduced summer operations in Dining Services.
2. The order of layoff and recall (See Article 8).
3. The order of award of permanent changes of shift hours or day off schedule.
4. The order of selection of vacation periods (See Article 12).
5. The order of overtime preference and assignment lists (see Article 10).

**E.** Newly hired employees shall have no seniority for the first ninety (90) days of their employment but if the employee's employment is continued beyond the ninety (90) his seniority shall date back to the date on which he was hired. During this ninety day period the employee is a probationary employee, and during said period discharge may be made by the Employer without being subject to the grievance procedure, subject however, to the other applicable terms and provisions of this Agreement.

**F.** Whenever the Employer adjusts the number of individuals to be scheduled to work in a particular job classification which adjustment is anticipated to exceed four (4) weeks the schedules for said classification will be posted in advance of the date that the schedules are to become effective. At that time employees from within that classification will be

allowed to select from among the posted shifts, in that job classification seniority.

**G.** Termination of seniority shall result for any of the following reasons:

1. An employee quits, retires, or is discharged for cause, except an employee who enters a supervisory position retains all seniority for six (6) months and retains Employee seniority regardless of the time spent outside of the Bargaining Unit
2. Layoff for a period longer than the employee's prior length of service, or longer than twenty-four (24) months, whichever is less.
3. 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.
4. Absence because of sickness or accident after twenty-four (24) months, unless such absence is due to an injury for which the employee is receiving workers' compensation benefits, in which case the employee must return to work within seven (7) days of a final disposition that the disability has terminated.
5. Absence from work for three (3) consecutive scheduled working days without notifying management of the absence, unless the failure to notify the management is due to justifiable cause beyond the employee's control.

#### **ARTICLE 8: LAYOFF AND RECALL**

**A.** In all cases of seasonal layoff and re-hiring in any job classification, job classification seniority shall prevail.

**B.** Prior to full-time employees, part time workers shall be laid off from all positions covered by this Agreement. Full-time employees shall be offered reduced summer food service schedule work before a part-time worker. However, in the event such bargaining unit employee has more job classification seniority in another job classification than other bargaining unit employees in such job classification, the bargaining unit employee may exercise such seniority rights in such other job classification so that the employee with the least seniority in such job classification affected will be the first laid off. When the Employer rehires in any job classification, all bargaining unit employees on layoff from such affected job classifications shall be recalled in the reverse order of that in which they were laid off before any new employees are hired or additional hours are offered to a part-time worker.

During reduced food service operations in the summer, each employee not in a year round bid position, will be given the opportunity in order by job classification seniority, to elect layoff, reduced schedule in food service. Employees who elect layoff shall be eligible to sign up for Unemployment Compensation. The Employer will post a sign-up sheet two weeks prior to Commencement. Employees covered by this agreement will have 7 days to elect to

work a reduced summer schedule. There will be no changes in an employee's selection after the 7 day sign-up period. The Employer will notify employees of their summer schedule opportunities, by seniority, two weeks prior to the start of the schedule, except in the case of an emergency. The final summer schedule should be submitted to the shop steward.

C. In all cases of permanent layoffs and rehiring in any job classification, bargaining unit seniority shall prevail. In the event of permanent layoffs, employees may exercise their bargaining unit seniority and bump a less senior employee in an equal or lower paid classification which he/she has the ability to perform. Such bumped employee may exercise his/her bargaining unit seniority so that the least senior employees are those laid off.

In the event of a permanent layoff due to lack of work, without an anticipated recall date, such laid off employees shall be entitled to the following severance pay:

<u>Years of Service</u>	<u>Weeks of Severance</u>
1	1
2	2
3	3
4 or more	4

Employees who have been recalled after receiving severance pay will receive credit for year(s) of service based on their recall date for calculating future severance.

## **ARTICLE 9: JOB VACANCIES**

### **A. Annual Job Bid**

- i. Employees covered by this agreement shall bid once each year. Such bids shall take place during the first week of August. During the annual bid meeting, employees will bid in order of job classification seniority for each job within the classification. For each job, the successful bidder shall be the employee with the most classification seniority. If no employee from within the classification bids on a job, any other employee may bid on it, and it shall be awarded to the employee with the most bargaining unit seniority capable of performing the posted job.
- ii. All job postings will list the hours of work, scheduled days off, job classification, rate of pay, and specific work location (i.e., building and station).
- iii. An employee shall be allowed at his/her discretion, to bid for two (2) separate part-time positions within the bargaining unit in order to attain benefit eligibility. This combination of jobs shall not exceed forty (40) hours in any one (1) week, nor shall the interval between the different part-time jobs be

considered a split shift.

**B. Mid-Year Job Vacancies:** In the event there are any job vacancies outside of the annual job bidding period (e.g., newly created positions, resignations, terminations, openings created by another job posting), the position shall be posted on bargaining unit bulletin boards throughout the Food Service area for a period of five (5) working days and awarded within the next seven (7) working days after posting has been removed. Each posting shall list the job duties, location, hours and rate of pay. Among employees who bid, the successful bidder shall be the employee with the most classification seniority. If no employee from within the classification bids on the job, it shall be awarded to the employee with the most bargaining unit seniority capable of performing the posted job.

**C.** An employee who bids on and is awarded a bargaining unit job in a classification that is different from the employees current classification shall work at such job for a sixty (60) working day probationary period. During this period, the Employer may decide the employee is not capable of performing such work, or the employee may decide he does not want the job. In such event, the employee involved shall be returned by the Employer or may voluntarily return to his original job and classification without loss in seniority.

**D.** In the event of a schedule change of two hours or more, the employee that presently holds that position will have the right to remain in the position. If said employee does not want to retain the new schedule change, he/she shall exercise their seniority and bump accordingly using their job classification seniority. The Employer will exercise Article 9 (A) to fill this position. If the vacancy remains unfilled, the least senior employee in the applicable job classification shall be awarded this position.

**E.** If an employee's previous position has been eliminated, then that employee shall utilize his/her bumping rights.

**F.** In the event that an opening is created by an employee going on a leave of absence (LOA) that is expected to continue for fourteen (14) or more calendar days, the opening shall be posted in accordance with normal posting procedures. The job will be posted as a "Temporary" job . This job may remain as "Temporary" for up to one (1) year from the date of the posting. If the employee on LOA returns within the granted leave time, they shall be placed back into that job. The employee filling the "Temporary" job will be placed back into their previous job. If the employee on LOA does not return for whatever reason, the "Temporary" position will become regular, and the person occupying that job will be awarded the position on a regular basis.

## **ARTICLE 10: OVERTIME AND UPGRADING**

**A.** Overtime, if any, shall be offered in accordance with job classification seniority to bargaining unit employees who normally perform the work at the location where the overtime work is to be performed. The opportunity to work overtime shall be rotated. An employee who refuses an overtime assignment shall be charged as if he/she had accepted the overtime. If an insufficient number of employees covered by this agreement accepts an overtime assignment, said work shall be assigned in reverse order of classification seniority or to a part-time worker. This provision shall not apply where it is necessary for an employee to work past his/her schedule quitting time, nor shall it apply to an emergency beyond the Employer's control. When the Employer desires that an employee work past his/her scheduled quitting time, the overtime shall be offered to the affected employee first. If the employee refuses, it will be offered in classification seniority order to other employees in the same job classification and work location. In the event no one accepts the additional hours, such work may be assigned to the least senior employee in the same job classification and work location. Only in emergent situations, or as the result of following the overtime procedure and being unable to fill the open slot, shall an outside temporary or employment agency be called to fill the slot.

**B.** Upgrading, if any (where an employee is temporarily assigned by the Employer to work in a higher paid job classification for more than two (2) hours), shall be offered to the employee with the highest bargaining unit seniority who is qualified to perform the work and who is available at the location where the work is to be performed.

**C.** Lists to record overtime rotation by job classification within work locations shall be posted and will indicate the date of an overtime opportunity, and the hours actually worked or declined.

## **ARTICLE 11: HOLIDAYS**

**A.** Holidays with pay shall be granted to regular employees who have successfully completed the 90-day probationary period as follows: New Year's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day. Effective January 2023, Dr. Martin Luther King, Jr.'s Birthday shall be added as a paid holiday. When one of the above designated holidays fall on Saturday or Sunday, it will be observed on the same day specified as the holiday for the rest of the University. Employees eligible for Holiday pay who are required to work on any of the designated holidays shall receive in addition to eight (8) hours holiday pay at the regular hourly rate, pay at time and one half (1-1/2) the regular hourly rate for each hour worked. Any regular employee eligible for Holiday pay whose regular day off falls on a designated holiday shall receive an extra day off or an additional day's pay at the regular hourly rate at the option of the Employer. Employees eligible for Holiday who are scheduled to be off on a holiday that falls on their regularly scheduled work day may exercise their seniority to displace a less senior employee scheduled to work the senior employee's regularly

scheduled shift on the senior employee's job on the holiday and receive the above eight (8) hours holiday pay at the regular hourly rate and the time and one half (1-1/2) pay. Eligible employees covered by this agreement shall receive holiday pay for Memorial Day, Christmas Day, and New Year's Day in the first pay period upon their return to work. (Employee must work their last scheduled work day before the above holidays, and the first scheduled work day after the holiday).

**B.** Two additional designated holidays with pay shall be given to all employees hired before July 1, 2005. Such holidays will fall 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 designated as holidays for all other employees. An employee eligible for Holiday pay for these additional designed holidays and who is required to work either of these days shall receive another day off in each case, with pay, within the holiday period.

**C.** Each employee shall receive two additional days off with pay in the nature of personal days for use during each employment year at times approved by the Employer. The Employer reserves the right to limit the number of regular employees that may utilize these personal days at any one time or day. Employees hired after July 1, 2005 with one to three years of service shall receive one (1) personal day off; thereafter they shall receive two (2) personal days. Personal days shall not be carried over from one academic year to the next. Accrued personal days that are not used during the academic year in which they are accrued are forfeited. [Academic Year – July to June ]

**D.** If a designated holiday falls within an employee's vacation period, he shall receive the holiday pay or an additional day's pay at the option of the Employer. Except for employees on jury duty or vacation who return to work at the end of that period, in order to be paid for the holiday an employee must have worked the last day he or she was scheduled to work before the holiday and the first day he or she was scheduled to work after the holiday. Eligible employees will receive holiday pay for Memorial Day, Christmas Day and New Year's Day in the first pay period upon their return to work. However, employees shall receive holiday pay if their absence on their last scheduled day before the holiday or first scheduled day after the holiday is because of illness which is verified by a doctor's statement or because of an emergency that is verified by official documentation. Documentation verifying the illness or emergency must be provided within twenty-four (24) hours of the employee's return to work. An employee who is on layoff status during the Christmas and New Year's Day holidays and who is otherwise eligible for the holiday pay shall be paid for such holidays, provided such employees return to work at the conclusion of the holiday recess period. Employees who, as a result of being on summer layoff, do not work during the pay period in which Independence Day falls do not receive holiday pay for Independence Day.

**E.** In those weeks which contain any of the above eleven (11) designated holidays or two (2) personal days, such hours, even though not worked will be counted as normal hours

worked in order to establish forty (40) hours of work under Article 6, Section E for overtime purposes.

**ARTICLE 12:  
VACATIONS**

**A.** Employees who work continuously for the number of years in the following schedule shall earn vacation with pay according to that schedule on January 1st of each calendar year. When an employee reaches five years of service or fifteen years of service, the employee's vacation increase will take effect on January 1<sup>st</sup> of the following calendar year. Any employee with greater vacation benefits than those set forth in this schedule shall continue to receive those benefits. Employees receiving such benefits shall be identified by name in correspondence between the Employer and the Union within sixty (60) days after the effective date of this Agreement or after the effective date of the greater benefit whichever is later. One day of vacation is eight (8) hours pay; one week is forty (40) hours pay.

One (1) year or more	Two (2)
weeks	Five (5) years or more
	Three (3)
weeks	Fifteen (15) years or more -
	Four (4)
	weeks

Employees with five (5) or six (6) weeks of vacation as of December 31, 1987 shall continue to be eligible for the same.

**B.** Accrued unused vacation pay is paid at termination except an employee who quits without at least two (2) weeks' notice or an employee whose actions cause immediate termination will not be eligible to receive accrued vacation payout. Employer agrees to pay the deceased immediate family for vacation accrued before death. The term immediate family shall mean husband, wife, common-law spouse, children, parent, brother, sister, mother-in-law, father-in-law, grandparents or grandchildren of the employee.

**C.** Vacations are to be taken at times approved by the Employer. Available vacation dates shall be on a calendar year basis. (January - December) Employees shall have the right, based on job classification seniority, to choose their vacation period within the vacation schedule of the department. Under normal circumstances, employees shall give their supervisors not less than two (2) week notice of their plans for vacation absence.

**D.** An employee must have worked during the calendar year in order to receive vacation pay. An employee may receive pay for one or more weeks of scheduled vacation hours in the last regular weekly pay prior to vacation. To receive this pay, the employee submits to the supervisor on a separate time card for those vacation hours together with a

time card for the last weekly pay prior to the vacation.

E. Employees will receive a letter and a summary of the vacation days they have accrued during the first week of April each year.

Employees will be given from April 1 to April 30 to return their vacation request to their manager with the dates of their vacation requests.

Employees will receive a copy of their vacation request form signed by their manager approving their requested date within ten (10) days.

Employees for vacations will be based on availability of time off and seniority to those who return their requests within the allotted time. Any request granted after that period will be on an availability first come/first served basis.

Employees will not be granted vacation on "blocked out weeks" during busy periods. Those will be determined each year in advance.

F. Vacation pay does not carry over from year to year. Accrued vacation time that is not used during the calendar year in which it is available for use is forfeited.

### **ARTICLE 13: JURY DUTY**

Employees called for jury duty 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. Newly hired employees will become eligible for jury duty compensation after successful completion of their 90-day probationary period. Paid jury duty shall be limited to three (3) weeks per contract year.

### **ARTICLE 14: SICK LEAVE**

A. All employees hired on or after October 1, 2021 will accrue Paid Sick Time at the rate of one (1) hour of Paid Time Off for every 35 hours worked up to a maximum of 40 hours (5 days) but newly hired employees cannot use Paid Time Off until they have completed their ninety (90) day probationary period. Employees may accrue a balance of up to forty (40) hours at any given time. When an employee's balance reaches forty (40) hours, he or she will not accrue additional paid sick time until he or she uses some of that balance. At the end of each year, employees may carry over any accrued but unused paid sick time to the following year, up to the maximum balance of forty (40) hours.

B. All employees hired between July 1, 2005 and October 1, 2021 will earn Paid Sick

Time based on the following schedule:

0 to 20 years	5 days
20+ years	10 days.

Employees hired prior to July 1, 2005 will earn Paid Sick Time as follows:

0 to 20 years	10 days
20+ years	15 days.

Newly hired employees cannot use Paid Time Off until they have completed their ninety (90) day probationary period.

**C.** Employees may use Paid Sick Time in the smallest increment that the Employer's payroll system uses to account for absences or use of other time.

**D.** Employees may use Paid Sick Time for any purpose listed in the Pittsburgh Paid Sick Days Act ("Act"), as it may be amended from time to time. Generally, those purposes include an employee's (or family member of an employee's) illness, injury or health condition; need for medical care, diagnosis, or treatment; and need for preventative medical care. Those purposes also include closure of an 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 of 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.

**E.** For purpose of this Agreement, the term "family member" shall mean (a) a biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner, or a child to whom the employee stands I loco parentis; (b) a biological, foster, adoptive or step-parent, or legal guardian of an employee or an employee's spouse or domestic partner or a person who stood in loco parentis when the employee was a minor child; (c) a person to whom the employee is legally married under the laws of any state; (d) a grandparent or spouse or domestic partner of a grandparent; (e) a grandchild; (f) a biological, foster or adopted sibling; (g) a domestic partner; or (h) any individual for whom the employee has received oral permission from the employer to care for at the time of the employee's request to make use of sick time.

**F.** Employees will be paid for Paid Sick Time at the same rate that they would have earned if they had worked the time at issue, not including any overtime, bonus, or premium payments related to such time.

**G.** When an employee uses Paid Sick Time for an absence of three or more consecutive

work days, he or she must provide reasonable documentation that the use of such leave was a reason authorized by the Act. Such verification may include a copy of a note from a health care provider or a copy of medical records or other written receipt of health care services provided. The verification should not explain the nature of the condition. The Employer will treat any health information obtained about an employee or family member in a confidential manner consistent with applicable privacy laws. The verification must be provided within seven (7) days of the employee's return from paid time off. Employees who fail or delay in providing such verification will not receive payment for the time used as sick leave and may be subject to disciplinary action, up to and including termination of employment.

**H.** Other than as provided for in Section A above, sick leave may be used in the academic year (July-June) following its accrual and cannot be carried over to subsequent academic years. Following the end of each academic year, employees will be paid for any sick leave which they accrued but did not use during that academic year. Accrued unused sick pay will not be paid out upon resignation, retirement or termination. Any such sick pay will be forfeited.

**I.** Employees shall not receive sick pay, long term disability benefits, vacation, holiday pay or other compensation simultaneously from the Employer.

#### **ARTICLE 15: FAMILY LEAVE**

The Employer will comply with the provisions of the Federal Family and Medical Leave Act, as reflected in the Employer's policy on this subject. The Employer's FMLA policy will take effect after the Union has an opportunity to review the language.

#### **ARTICLE 16: PENSION PROGRAM**

**A.** Coverage. The Employer agrees to make periodic contributions on behalf of all employees covered by the Collective Bargaining Agreement to the Service Employees International Union National Industry Pension Fund (Pension Fund) in the amounts specified in section 3 below. The contributions follow the "Preferred Schedule."

**B.** Term. The Employer agrees to remain a participating employer in the Pension Fund throughout the term of the Collective Bargaining Agreement, including any extensions thereof.

**C.** Contributions. The Employer agrees to pay pension contributions as follows on behalf of all full-time employees who have completed their probationary period and all part-time employees who have completed 1,000 hours of work:

Effective July 1, 2021, 4.5% of pay for each straight time hour actually worked to a maximum of \$.78 of each straight time hour actually worked and an additional one hundred fifty percent (150%) in supplemental contributions (for a maximum total of \$1.95 per hour).

Effective July 1, 2022 and for the duration of the Agreement thereafter: 4.5% of pay for each straight time hour actually worked to a maximum of \$.78 of each straight time hour actually worked and an additional one hundred sixty-nine and four tenths percent (169.4%) in supplemental contributions (for a maximum total of \$2.10 per hour).

Employees hired after the effective date of this Agreement shall be covered from their date of hire. Contributions required by this provision shall be paid to the Fund on or before the fifteenth (15th) day of the month following the period for which contributions are due or on or before such other date as the Trustees may hereafter determine. Contributions shall be transmitted together with a remittance report containing such information, in such manner, and on such form as may be required by the Fund or their designee.

**D. TRUST AGREEMENT:** The Employer hereby agrees to be bound by the provision of the Agreement and Declaration of Trust establishing the Fund, as it may from time to time be amended, and resolution and rules adopted by the Trustees pursuant to the powers delegated to them by that agreement, including collective policies, receipt of which is hereby acknowledged. The Employer hereby designates the Employer members of the Fund's Board of Trustees, or their duly selected successor(s), as its representative on the Board.

**E. AUDITS.** The Employer agrees to permit auditors authorized by the Fund to inspect and review any of its records necessary to ensure compliance with this Agreement and to forward such records or true copies thereof to the Fund's auditors upon request.

**F. DELINQUENCIES.** The Employer agrees and affirms that, should it default or become delinquent in any of its obligations to the Fund set forth in this Article, it shall be liable for such damages, penalties and costs as may be provided by the Fund's Trust Agreement, resolution (s) and collection policy(ies) of the Fund's Trustees including, but not limited to, a late payment penalty, interest, liquidated damages, and all costs of collection including reasonable attorney's fees and accounting fees.

**G. COOPERATION:** The Employer and the Union agree to cooperate with the Trustees of the Fund in distributing Plan booklets, literature, and other documents supplied by the Fund Administrator and providing such census and other data as may be required by the Fund's Administrator or Trustees to enable them to comply with the applicable

provisions of the Employee Retirement Income Security Act.

**H. APPROVAL BY TRUSTEES:** The undersigned parties acknowledge that the provisions of this Article and the participation of the employees covered by it are subject to approval by the Trustees of the Fund and that the Trustees reserve the right to terminate at their sole and unreviewable discretion, the participation of the employees covered by this Agreement and to establish the level(s) of benefits to be provided. Termination may be directed by the Trustees for reasons including, but not limited to, failure of the Employer to timely pay contributions and expiration of a Collective Bargaining Agreement. The parties further acknowledge that the Trustees acceptance for participation in the Fund of the eligible employees covered by the Collective Bargaining Agreement is limited only to the categories of employment covered by the Collective Bargaining Agreement at the time application for acceptance occurs and the admission of other categories of employment to participate in the Fund will require specific acceptance by the Trustees.

**I. MISCELLANEOUS:** In the event of any inconsistency between this Article and the remainder of this Collective Bargaining Agreement the terms of this Article shall prevail.

**J.** Eligible employees may participate in the Compass Group 401(K) plan according to the plan as the plan may change.

**ARTICLE 17:  
HEALTH INSURANCE**

**A.** The Employer agrees to make payments into a health trust fund known as the Building Service 32BJ Health Fund (“Fund”) under such provisions, rules and regulations as may be determined by the Trustees of the Fund, to cover all full-time employees covered by this Agreement and, where applicable, the eligible dependents of such employees, with such health benefits as may be determined by the Trustees of the Fund. Employees eligible for coverage may elect family coverage. Employees who do not timely elect family (other than single) coverage shall be deemed to have elected, and shall receive, single coverage. Contributions shall be made for eligible employees twelve (12) months per year, including during seasonal temporary layoff periods.

**B.** The Employer shall make the following monthly contributions on behalf of each full-time employee who elects or who is deemed to have elected single coverage.

November 1, 2021	\$1,087/month
January 1, 2022	\$1,126/month
January 1, 2023	\$1,167/month
January 1, 2024	TBD

**C.** The Employer shall make the following monthly contributions on behalf of each full-time employee who elects family (other than single) coverage:

January 1, 2021	\$1,337/month
January 1, 2022	\$1,376/month
January 1, 2023	\$1,417/month
January 1, 2024	TBD

**D.** The Employer shall deduct the following monthly premium on a pre-tax basis, from the wages of each employee who timely elects family (other than single) coverage:

\$250/month

For employees whose job bids are expressly for the academic year only, the Employer shall make arrangements to deduct these monthly co-premiums during the Academic year. All 12 months of co-premiums may be spread out over eight or nine months, as may be appropriate.

**E.** There shall be an annual open enrollment period of no less than 30 days starting in the month of October each calendar year. Except in the case of a qualified change in family status as defined by the Fund, employees may elect family (other than single) coverage or elect to discontinue such coverage and elect single coverage only during the open enrollment period. Such election or revocation of election shall take effect on January 1<sup>st</sup> of the subsequent calendar year. Examples of a qualified change in family status are, but are not limited to, marriage, the birth or adoption of a child and the loss of medical insurance by a spouse.

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.

**F.** Newly hired employees shall have a wait period of ninety (90) days before becoming eligible to participate in the Fund, and no contributions shall be made on behalf of newly hired employees during the ninety (90) day wait period.

**G.** 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 4(a) above. A newly hired employee who fails to timely elect family (other than single) 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.

**H.** 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 reporting obligations, and contribution obligations 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.

**I.** 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.

**ARTICLE 18:  
LIFE/AD&D INSURANCE**

The Employer agrees to provide each eligible employee with life insurance/ accidental death & dismemberment insurance.

Eligibility: Employees will become eligible after one year of employment.

Benefit schedule:

Basic life: One (1) times straight time salary, with a minimum benefit of \$12,000.

AD&D: One (1) times straight time salary, with a minimum benefit of \$12,000.

Cost: The full cost of this insurance will be borne by the Employer.

**ARTICLE 19:  
SICK AND ACCIDENT BENEFITS**

The Employer agrees to provide each eligible employee with short term disability (sickness and accident) insurance coverage.

Eligibility: Employee will become eligible after one year of  
employment

Benefit schedule:

Benefits begin on the eighth (8th) day of absence due to sickness and on the first (1<sup>st</sup>) day of absence due to accident.

Eligible employees can receive 50% of straight time salary, with a minimum of \$150 per week, for up to 26 weeks.

Cost: The full cost of this insurance will be borne by the Employer.

**ARTICLE 20:  
LONG TERM DISABILITY**

The Employer agrees to provide each eligible employee with long term disability insurance coverage.

Eligibility: Employee will become eligible after one year of employment.

Benefit schedule:

After 180 days, the plan will pay 60% of straight time salary to a maximum of \$3,000 per month.

Cost: The full cost of this insurance will be borne by the Employer.

**ARTICLE 21:  
NO STRIKE**

It is mutually agreed that there shall be no work stoppage, slowdown, strike or other interference with work by the Union or its members, and no lockout by the Employer, for any reasons for the duration of this Agreement.

**ARTICLE 22:  
GRIEVANCE PROCEDURE**

**A. STEP 1:** If a grievance shall arise, the employee and the shop steward shall present such grievance orally to the General Manager within five (5) working days from the date of the occurrence of the alleged grievance. The Director of Dining Services shall respond within five (5) working days of the presentation of the grievance. If the parties are unable to resolve the dispute or the Director of Dining Services fails to respond, the grievant may proceed to the second step.

**STEP 2:** The grievance shall be reduced to writing and submit to the General Manager within five (5) working days of the first step answer or if there is no first step response within five (5) working days of the date the first step answer was due. The General Manager must give his decision in writing to the grievant within five (5) working days after the grievance submission. If the General Manager does not respond, or if the decision of the General Manager is deemed unsatisfactory by the grievant, the grievant may refer the matter to the Union for the third step.

**STEP 3:** Within ten (10) working days of the second step answer, a duly authorized representative of the Union may submit the grievance in writing to the Employer's Vice President of Human Resources. The Union and Employer representatives may meet or otherwise consider the grievance. The Employer shall reply in writing within twenty (20)

working days of the appeal to the third step unless the Union and the Employer agree otherwise.

**STEP 4:** Either party must notify the other in writing of its intention to submit the grievance to arbitration within thirty (30) working days following the answer referred to in step three above, otherwise such answer shall be final. Although this time frame is intended to allow the employee sufficient time to pursue his/her appeal rights pursuant to the Union's Constitution and By-Laws, it is understood that grievances must nevertheless be submitted to arbitration within thirty (30) working days following the step 3 answer. Upon giving such notice the grievance shall then be referred to an impartial arbitrator to be appointed by mutual agreement of the parties hereto. If the parties are unable to agree on an impartial arbitrator within ten (10) days following notification, a joint request shall be addressed promptly to the Director of the Federal Mediation and Conciliation Service to provide a panel of impartial arbitrator from which selection may be made, and this procedure shall be repeated until a mutually acceptable arbitrator is selected.

The expense of the impartial arbitrator, the hearing room and of 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 must render his decision within thirty (30) days of the close of the hearing unless time is extended by mutual agreement of the parties. The impartial arbitrator must agree to this condition prior to agreeing to hear the case.

**B.** The decision of the arbitrator shall be final and binding on both parties, provided, however, that the arbitrator shall have authority only to interpret and apply the provisions of this Agreement, and shall have no authority to add to, detract from or alter its terms. Expenses of arbitration shall be shared equally by the Employer and the Union, and shall be paid promptly.

**C.** The Employer and the Union agree that expeditious handling of grievances concerning suspension or discharge is mutually beneficial. Grievances concerning suspension shall be accelerated to the second step of the grievance procedure and grievances concerning discharge shall be accelerated to the third step of the grievance procedure for resolution in accordance with the provisions of this Article. A written grievance of this nature must be filled within three (3) working days from the date that the employee is notified in writing of the suspension or discharge, including reason(s) for the suspension or discharge in the notice to the employee.

**D.** If a grievance is not submitted with the above specified time limits, the dispute shall be considered settled on the basis of the answer at the previous step. The above time limits may be extended by mutual agreement of the parties.

**E.** The Employer recognizes the concept of progressive discipline for minor

disciplinary offenses. Disciplinary warnings for minor disciplinary offenses shall not be used as the basis for suspension or discharge after twelve (12) months, provided that no subsequent discipline has been issued during the twelve (12) month period. Suspensions for minor disciplinary offenses shall not be used as the basis for suspensions, discharge or last chance agreements after eighteen (18) months, provided that no subsequent discipline has been issued during the eighteen (18) month period.

If the Employer believes an employee may have engaged in behavior that could result in discipline, the Employer shall issue said discipline to such employee within seven (7) calendar days of the Employer learning of such behavior or no discipline shall be issued, unless additional time is reasonably necessary in order for the Employer to conduct an investigation into the behavior or events at issue.

**ARTICLE 23:  
BEREAVEMENT ABSENCES**

In the event of the death of the wife, husband, son, daughter, brother, sister, parent, common-law spouse, mother-in-law, father-in-law, or legal guardian of any employee covered by this Agreement, the employee, provided that he or she has successfully completed the 90-day probationary period, shall be paid his or her regular straight time rate for scheduled time lost from work up to but not to exceed four (4) work days. In the event of the death of an employee's grandparent, stepparent, or grandchildren, the employee shall be paid his or her regular straight time rate for scheduled time lost from work up to but not to exceed three (3) consecutive work days. The aforementioned leaves of absence must be used within thirty (30) calendar days of the date of death.

**ARTICLE 24:  
LABOR/MANAGEMENT COMMITTEE**

In order to encourage a constructive dialog between labor and management, there will be a labor management committee established consisting of members of management the Vice President of Human Resource or designee and members of the bargaining unit, Steward and Union Representative. The purpose of this committee is to discuss operating issues and initiatives in an orderly and constructive way. The committee will meet every other month (September - May) and will have a mutually prepared agenda of items to discuss. The committee is not intended to replace the grievance procedure. Matters that belong in the grievance procedure will be handled in the grievance procedure.

**ARTICLE 25:  
NON-DISCRIMINATION**

Employer and the Union do not and will not discriminate and the Employer is required not to discriminate in admission, employment or administration of its programs

or activities on the basis of race, color, national origin, sex or handicap in violation of Title VI of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972 and Section 504 of the Rehabilitation Act of 1973 or other federal, state or local laws or executive orders.

The Union recognizes that under the Americans with Disabilities Act of 1990 and the Pennsylvania Human Relations Act, Employer is required to make reasonable accommodations for qualified individuals with disabilities. The Union further recognizes that in making reasonable accommodations, Employer may have to take actions or make decisions that are not consistent with the provisions in this Agreement in order to comply with the Americans with Disabilities Act.

#### **ARTICLE 26: MISCELLANEOUS**

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

**B.** Employees who are required to wear uniforms prescribed by the Employer shall be furnished same by the Employer with a limit of four (4) per year. One (1) winter coat and a pair of gloves shall be provided to receivers and drivers. The shoe allowance shall be forty-five dollars (\$45) per year for all employees. Employees whose work stations are near a door shall be provided with a sweatshirt or sweater to wear over their uniform shirts.

**C.** The Employer and the Union expressly agree that during the life of this Agreement there shall be no reopening for collective bargaining negotiations or demands therefore, as to any matter or issue not covered by the provisions of this Agreement.

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

**E.** The Employer agrees that shop stewards shall be allowed to perform the Union duties without discrimination or harassment, indirectly or directly, from the Employer, a foreman or any other representative of the Employer. However, it is understood that before any steward shall leave his workstation to conduct Union business, and before any member of the Bargaining Unit shall stop work to discuss Union business, each shall obtain the approval of the appropriate supervisor. The Employer agrees that such approval shall not be unreasonably withheld.

**F.** The Employer agrees that Shop Stewards or Bargaining Committee members will not have a loss of wages during contract negotiations. The Union agrees that all Shop Steward names shall be submitted to Employer. During Union Shop Steward training, the Shop Stewards will be granted two (2) days off with pay to attend the training. The Union

will provide the Employer with a minimum of two (2) weeks advance notice of all Shop Steward trainings.

**G.** Employer agrees at the start of each school year, to furnish the Union and its members with a copy of the Employer's Company Work Rules and Discipline Procedures and Job Description. Also, Employer agrees twice each year, to furnish the Union Representative with an updated seniority list including wage rates.

**H.** The outgoing employer at this location covered by this agreement shall be obligated for accrued and unused vested vacation benefits for bargaining unit employees prior to the new employer assuming the contract at this location which shall be paid within thirty (30) days of the termination date.

The employer will ask the successor employer in writing to contact the Union at least thirty (30) calendar days prior to its start at this location covered by the Agreement, or as soon thereafter before starting as such location. The Employer will notify the successor employer in writing that they may request of the Union the names, addresses, and telephone numbers of all current bargaining unit employees at that location. A copy of this communication will be sent to the Union.

The Employer will ask the successor Employer who hires bargaining unit employees formerly employed by the outgoing Employer to be liable for wages and benefits that are earned starting with the date the new Employer takes over and for accrued vacation which becomes vested after the new Employer takes over. The request shall be made in writing and a copy sent to the Union.

**I.** Duly designated representatives of the Union may enter the building during working hours, after obtaining prior permission from the Resident District Manager or General Manager, to confer with employees under conditions that are not disruptive to any employee's work. Such permission shall not be unreasonably withheld.

**J.** (a) Leave of Absence to Address Work Authorization Issues

In the event an issue or inquiry arises involving the work authorization of an employee, the Employer shall promptly notify the employee in writing. The Employer shall grant up to three (3) months leave to the employee in order to correct any work authorization issue. Upon return from leave and remediation of the issue, the employee shall return to his or her former position, without loss of seniority. However, seniority shall not accrue during such leave for purposes of paid leave. If the employee does not remedy the issue within three (3) months, the employee may be discharged for cause.

(b) SSA No-Match Letter, the Employer shall notify the employee and provide the

employee and Union with a copy of the letter.

(c) Changes in Social Security Number or Name

Except as prohibited by law, when an employee presents evidence of a name or social security number change, the Employer shall modify its records to reflect such change and the employee's seniority will not be affected. Such change shall not constitute a basis for adverse employment action, provided that the employee has authorization to work under applicable law.

(d) Work Authorization Requirements

The employer shall not impose work authorization verification or reverification requirements greater than those required by applicable law.

(e) Notification of Immigration-Related Detentions

To the extent it has knowledge, the Employer shall, as soon as practicable provide the Union by fax or email the name, contact information, and detention location of any employee detained for immigration-related reasons by law enforcement or immigration officials.

(f) Nothing in this Article shall preclude the Employer from taking any action it is required to take pursuant to applicable law.

**K.** The Union will designate and the Employer shall permit employees, to be excused from work with no loss of seniority or benefits to serve a union leave of absence. This leave of absence shall not exceed six (6) months and shall not be unreasonably requested nor denied. The employee shall be returned to his/her former position upon completion of said leave. If the employee is needed for more than one (1) work week, five (5) consecutive days, the Union shall give the Employer ten (10) days' advance notification, but in no event shall any notification be less than three (3) working days. The Union will reimburse the Employer for all applicable benefits costs for the duration of the leave of absence. The Union shall also indemnify and hold harmless the Employer of and from any and all liability arising from the Employer's compliance with this Section, including, but not limited to, any and all liability causes 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, this Section shall be deemed null and void, and the parties will engage in negotiations over a substitute provision.

**L.** The Employer will provide copies of its work policies to each employee. After receiving such policies, each employee will be required to sign an acknowledgement that

he/she received them.

**M.** The Employee shall maintain accurate contact information. Failure to provide accurate contact information may result in missing work opportunities and may be subject to discipline.

**N.** Employees who are asked to train or help mentor an employee shall receive \$.50 additional per hour to their normal rate of pay for those hours they are training or mentoring. No employee may be compelled to train or help mentor another employee. Management must approve all training hours prior to the training.

**ARTICLE 27:  
DURATION**

This Agreement shall become effective October 1, 2021 and shall continue in full force and effect until midnight, October 31, 2024. Sixty (60) days prior to October 31, 2024, 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.

IN WITNESS WHEREOF, the parties hereto have set their hands this \_\_\_\_ Day of October 2021.

**SEIU LOCAL 32 BJ**

  
\_\_\_\_\_

11/8/2021

\_\_\_\_\_  
Date

**The Compass Group**

  
\_\_\_\_\_

11/12/2021

\_\_\_\_\_  
Date

**EXHIBIT A**

	Current	10/1/21	10/1/22	10/1/23
Min. Increase		\$0.80	\$0.40	\$0.40
Baker	\$17.90	\$18.70	\$19.10	\$19.50
Counter Worker	\$16.98	\$17.78	\$18.18	\$18.58
Prod. I	\$16.70	\$17.50	\$17.90	\$18.30
Prod. II	\$17.90	\$18.70	\$19.10	\$19.50
Receiver	\$17.35	\$18.15	\$18.55	\$18.95
Service	\$16.71	\$17.51	\$17.91	\$18.31
Utility	\$16.71	\$17.51	\$17.91	\$18.31

Wage increases will begin the first full pay cycle after the first of the month that the increase will take effect.

In the event an employee is currently making more than the above rate at their job classification, they shall receive a minimum of a \$.40 per year increase on each October of this Agreement.

Newly hired employees shall receive eighty (80%) percent of the contract rate for the first six (6) months of employment based on the Union date of hire, ninety (90%) percent of the contract rate for the seventh (7th) through twelve (12) months of employment, and the full contract rate thereafter.