

AGREEMENT BETWEEN
CHARTWELLS, A DIVISION OF COMPASS GROUP, USA
AT THE UNIVERSITY OF PITTSBURGH

AND

SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU),
LOCAL 32 BJ

EFFECTIVE: MARCH 1, 2022

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Table of Contents

TABLE OF CONTENTS.....	2
AGREEMENT	3
WITNESSETH:.....	3
ARTICLE 1 - RECOGNITION	3
ARTICLE 2 - UNION SECURITY.....	4
ARTICLE 3 - WAGES.....	6
ARTICLE 4 - MANAGEMENT.....	7
ARTICLE 5 - HOURS OF WORK.....	7
ARTICLE 6 - SENIORITY	9
ARTICLE 7 - LEAVES OF ABSENCE	12
ARTICLE 8 - HOLIDAYS	13
ARTICLE 9 - VACATIONS.....	14
ARTICLE 10 – SICK DAYS	15
ARTICLE 11 - JURY DUTY.....	17
ARTICLE 12 - BEREAVEMENT PAY	17
ARTICLE 13 - HEALTH INSURANCE & WELFARE BENEFITS.....	18
ARTICLE 14 - PENSION	19
ARTICLE 15 - GRIEVANCE PROCEDURE	20
ARTICLE 16 – NO STRIKE/NO LOCKOUT	22
ARTICLE 17 - NON-DISCRIMINATION	22
ARTICLE 18 - MISCELLANEOUS	23
ARTICLE 19 – TEMPORARY TRANSITIONAL DUTY PROGRAM	24
ARTICLE 20 - DISCIPLINARY ACTION	25
ARTICLE 21 - UNION ACTIVITY.....	26
ARTICLE 22 - SAFETY	27
ARTICLE 23 - LABOR-MANAGEMENT COMMITTEE	27
ARTICLE 24 - SUCCESSORS.....	28
ARTICLE 25 - TERM OF THE AGREEMENT.....	28
APPENDIX A CLASSIFICATIONS AND HOURLY RATES OF PAY	29
APPENDIX B	32
APPENDIX C	36
APPENDIX D.....	40
APPENDIX E	41

AGREEMENT

THIS AGREEMENT is made and entered into by and between Chartwells, a division of Compass Group USA, at the University of Pittsburgh Market Central in Litchfield Towers, the Perch in Sutherland Hall, and the bargaining unit employees certified on April 30, 2020 in the Cathedral Dining Hall, the Petersen Events Center, Mervis Hall, and Bruce Hall on the Oakland Campus, Pittsburgh, PA (hereafter designated as the "Employer" or the "Company") and the Service Employees International Union (SEIU), Local 32BJ, (hereinafter designated as the "Union.") Should the work, either in whole or in part, currently performed by SEIU Local 32BJ move from the above named locations to another location at the University of Pittsburgh, the Employer will continue to recognize SEIU Local 32BJ as the bargaining representative for employees performing that work.

WITNESSETH:

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

Section 1.1 The Employer hereby recognizes and acknowledges the Service Employees International Union (SEIU) Local 32BJ, as the sole and exclusive bargaining representative of all of its regular food service employees employed by Chartwells, a division of Compass Group USA, at the University of Pittsburgh at all locations covered under this Agreement located on the Oakland Campus, Pittsburgh, PA; but excluding supervisors , guards, management trainees, chef, office clerical and student part-time employees, professional employees, employees represented by other labor organizations, and all other employees . Nothing herein shall prohibit the Union from seeking to organize food service employees at other locations at the Oakland Campus. In addition, should the work, either in whole or in part, currently performed by SEIU Local 32BJ move from the above named locations to another location at the University of Pittsburgh, the Employer will continue to recognize SEIU Local 32BJ as the bargaining representative for employees performing that work.

Section 1.2 The term "employee" shall mean all regular full-time and part-time employees, which are defined as follows:

- A. Full-time - regularly scheduled to work more than twenty-five (25) hours per week; for those employees hired prior to August 1, 1995 and thirty (30) hours per week for those employees hired on August 1, 1995 or later.
- B. Part-time - regularly scheduled to work less than thirty (30) hours per week for employees hired August 1, 1995 or later and twenty-five (25) hours per week for active employees hired prior to August 1, 1995.

ARTICLE 2 - UNION SECURITY

Section 2.1 It shall be a condition of employment that all regular employees covered by this Agreement shall, thirty (30) days after the date of execution of the Agreement or in the case of new employees, thirty (30) days after their first day of actual work in the unit, whichever is the later, become members of the Union and remain members in good standing in the Union during the term of this Agreement. No employee shall be excluded from membership because of temporary or permanent reduction in his/her weekly hours. 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.

Section 2.2 Upon written notification to the Employer by the Union that an employee is not in good standing with the Union because of failure to pay union dues, the Employer will discharge such employee after the receipt of such official notification. In request for discharge, the Employer will rely upon the statement of the Union to be in accordance with all the terms and conditions of the Labor-Management Relations Act of 1947, as amended.

Section 2.3 The Union shall indemnify, defend and safe the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of actions 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 provision of this Agreement or the Beck Financial Core Status Rules of the NLRB. This provision of Article 2 shall be effective in accordance and consistent with the applicable provision of Federal Law.

Section 2.4 The Employer may employ University of Pittsburgh students on a temporary or part-time basis. Such students shall not work more than twenty (20) hours per week and there shall not be more than a total of no more than seventeen and one half percent (17.5%) of the total hours worked shall be student hours, whichever is greater, during any workweek unless there is a special party or event during such week when more employees are needed. Effective January 1, 2020, this threshold shall be increased to twenty percent (20%). Part-time or work-study University of Pittsburgh students so employed shall not be required to become members of the Union and shall not cause the discharge or layoff of any regular employees. Students shall not be permitted to work at any time when regular employees are on layoff and available to work. Student

workers shall in no way be used by the Employer to reduce the number of employees' scheduled hours or displace employees from their positions, schedules or benefits.

All students' scheduled shall be posted alongside regular employees schedules. The total number of hours worked each week, broken down by total student hours and total bargaining unit hours shall also be posted each week.

Section 2.5 The Employer shall inform all regular employees of the existence of a bargaining representative, the names of current shop stewards and the obligation of any employee as to Union membership, at the time of hire.

The Employer shall furnish the Union the name, address, telephone number, job classification, and rate of pay of all employees covered by this Agreement every other month. The Employer shall also furnish the names of all employees hired, terminated, or transferred out of the bargaining unit within the preceding two (2) calendar months.

Section 2.6 Newly hired employees shall have no seniority for the first ninety (90) calendar days of their employment beginning with their first day actually worked in the unit, but if the employee's employment is continued beyond the ninety (90) days, his seniority shall date back to the first day actually worked in the unit date after he was hired. During this ninety (90) 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 provisions of this Agreement.

Employees whose first day actually worked in the unit is on the same date, will have their seniority ranking determined as follows: Using "0" as the lowest number, and "9" as the highest number, employees with the lowest number will be ranked first based on using the last digit of employees' social security number. If two or more employees have the same last digit for their social security number, then the ranking for those employees will be based on the second to last digit of their social security number. If further ties occur, then the same method will be used with the third to last digit and, if needed, the fourth to last digit of the employees' social security number.

Section 2.7 The Employer shall maintain accurate employee information and transmit dues, initiation fees and all legal assessments deducted from employees' paychecks to the Union electronically via ACH or wire transfer utilizing the 32BJ self-service portal, unless the Union directs in writing that dues be remitted by means other than electronic transmittals. The transmission shall be accompanied with information for whom the dues are transmitted, the amount of dues payment for each employee, the employee's wage rate, the employee's date of hire, the employee's location or location change, whether the employee is part-time or full-time, the employee's social security number, the employee's address and the employee's classification. The Union shall provide any necessary training opportunity to the employer to facilitate electronic transmissions.

Section 2.8 The Employer agrees to honor and to transmit to the Union contribution deductions to the Service Employees International Union American Dream Fund (ADF) from employees who sign deduction authorization cards. The deduction shall be a flat dollar amount, and shall be deducted monthly and in the amount specified on the contribution deduction authorization card.

Section 2.9 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:

- A. Training or retraining of employees;
- B. Handling an emergency;
- C. Replacing an employee until a replacement can be obtained.
- D. When there is one hour or less of work available.
- E. Any non-union worker found to be working in any capacity not listed above, will result in compensation equal to the contract rate of that position, equitable to the amount of work performed, and awarded in rotating seniority order of anyone missed on the Call to Work list.

ARTICLE 3 - WAGES

Section 3.1 All salaries and wages shall be paid weekly by check, direct deposit, or electronic money card as determined by the employer subject to applicable law.

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

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

Section 3.4 It is agreed that the Employer may in its sole discretion at any time during the term of this Agreement pay any employees above the regular applicable hourly rate of pay set forth in Exhibit A, when such employee's duties require special skills not normally required of other employees in the same classification.

Section 3.5 Any employee who is assigned to work in a higher job classification for a minimum of two (2) hours on any work day shall receive the rate of pay for such higher job classification for the hours he/she so works. However, if an employee is assigned to work in a lower job classification, he/she shall receive his/her regular classification hourly rate of pay for such hours worked. If an employee requests a lower paying job to avoid a layoff for any reason, he/she shall

receive the regular wage rate for such job. However, any employee with fifteen (15) or more years of service will continue to receive their regular classification hourly rate of pay.

ARTICLE 4 - MANAGEMENT

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

Section 4.2 The Employer has the right to determine the number and duties of the positions to be filled by employees.

ARTICLE 5 - HOURS OF WORK

Section 5.1 The regular work schedule shall be so arranged by the Employer that no regular full-time employee shall be scheduled to work more than eight (8) hours or ten (10) hours in any given day. Ten (10) hour shifts shall not be less than forty (40) hours per week, with at least two (2) consecutive days off.

Section 5.2 There shall be no splitting of work shifts. The day's work is to consist of the agreed upon number of hours, to be worked continuously with the exception of meal periods and other scheduled relief periods.

Section 5.3 At least one-half (1/2) hour unpaid meal period shall be provided for employees scheduled to work six (6) or more hours in a particular work day. This meal period shall be provided exclusive of the number of hours worked in a day. There shall be one (1) scheduled paid relief period for each employee totaling fifteen (15) minutes for each four (4) consecutive hours of work. This shall be strictly enforced.

Employees working ten (10) hour shifts shall be entitled to a one-half (1/2) hour unpaid lunch period and two (2) twenty (20) minute paid break periods per work day.

Section 5.4 Regular full-time employees shall be scheduled on a five (5) day week or on the forty (40) hour, four (4) day work week; however, days off need not be consecutive, except as provided in 5.1 above. The Employer shall have the right in each instance to fix schedules. Management will make its best efforts to schedule as many shifts with consecutive days off as possible.

The Employer shall make its best effort to maximize 40-hour positions as much as possible. Any concerns with not maximizing 40-hour positions shall be addressed by the Labor Management Committee.

Section 5.5 The normal work week for regular full-time employees shall consist of no more than forty (40) hours. Time and one-half (1-1/2) shall be paid for all hours worked in excess of eight (8) hours if normally scheduled for eight (8) hours or less in any day, or more than ten (10) hours if normally scheduled for a ten (10) hour day.

Section 5.6 There shall be no pyramiding of overtime hours. Pyramiding means that overtime calculations cannot be compounded, or applied more than once to the same work hours.

Section 5.7 No regular employee shall be scheduled to work for a period of less than four (4) hours of work on that day. 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.

Section 5.8 Regular full-time employees called from their home to work overtime shall receive pay for not less than four (4) hours of work on that day. This shall not be construed as a guarantee of the amount of overtime pay when called out before the scheduled work day or retained after the regular work day for overtime work.

Section 5.9 An employee shall notify the Employer of their impending absence one (1) hour in advance of their scheduled starting time.

Whenever the Employer knows seven (7) or more days in advance that it has overtime available or vacant shifts which need to be filled, it will post those available shifts for bid within each building. Employees shall have 48 hours to bid on open shifts. Available shifts will be assigned to the most senior qualified bidder(s) within each building. This shall include but not necessarily be limited to shifts which are vacant due to job vacancies, employee requests, and any other absence not covered by the temporary job bid process outlined in Section 6.6.

The Employer will maintain a signup sheet within each building for anyone who wishes to be called in for overtime or additional hours when it is available ("Call-in List"). Employees may add or remove their names from the list each semester and shall indicate the days per week when available for call-in. In the event of call-offs or other unanticipated absences or business needs, the Employer will offer the work to qualified, on-duty employees within each building in seniority order, with the exception of opening shifts which will be offered utilizing the call-in list. If any shifts remain unfilled, the Employer will offer the work in seniority order within each building to qualified employees on the Call-in List. In the event any employee does not answer their phone or declines the additional work opportunity, the Employer shall continue to offer the work to the remaining employees on the Call-in List. Employees on the list have an affirmative duty to provide a working telephone number at which he/she can be reached, and accurate availability to work. Shifts will be awarded to those who can fill the whole shift prior to awarding to those who can only fill a partial shift. The Employer will, each day, keep a call-in log sheet with the following information:

- A) the names of those employees who are called by the Employer;

- B) the names of those employees who accept and decline work;
- C) the total number of employees who have called off.

This daily call-in log sheet will be provided to any designated union steward upon their request and posted in a central location at each site, on a weekly basis.

Employees missed through management error will be compensated for the shift that would have been offered. For the purposes of this Section, Section 5.2 shall not be employed.

Section 5.10 Nothing contained herein shall be construed as a guarantee of any number of hours worked per day or per week.

ARTICLE 6 - SENIORITY

Section 6.1 Regular employees shall accrue the following two (2) kinds of seniority: Job classification seniority is defined as all continuous service in that classification. It shall be used in determining the following rights as applicable:

- A. To determine the order of layoff;
- B. To determine the order of recall;
- C. To determine the order of displacement;
- D. To determine the work schedules of catering employees whose job bids do not contain a regular schedule;
- E. To determine vacation schedules; and
- F. To determine the employee's consideration for job vacancies.

Section 6.2 Bargaining unit seniority shall be defined as the first date of continuous employment with the Employer or in the food service operation at the University of Pittsburgh, whichever is earlier. Bargaining unit seniority is utilized to determine vacation accrual rates.

Section 6.3 In all cases of permanent layoffs and rehiring in any job classification, seniority shall prevail. Employees last hired in a job classification shall be laid off first. Such displaced employee may exercise her/his bargaining unit seniority and bump into any job classification using their bargaining unit seniority and receive the most scheduled hours in which s/he has the ability to perform. Such bumped employee may exercise his bargaining unit seniority so that the least senior employees are those laid off. Part-time employees shall be laid off prior to full-time employees.

Section 6.4 When the Employer recalls in any job classification all employees in such affected job classification shall be recalled in the reverse order of that in which they were laid off before any new employees are hired.

Section 6.5 If a seasonal layoff is extended over a five (5) day period or more, employees can bump into a different building to exercise seniority rights for hours worked. If the seasonal layoff is less than five (5) days, then the building seniority will prevail. Prior to any extended layoff (greater than five [5] days), a request for work list will be posted. This list will be the basis for scheduling during the layoff period. If the work list is exhausted, then employees will be called back in the inverse order of seniority based on competency, efficiency, and special needs.

Section 6.6 In the event there are any job vacancies (newly created positions, resignations, terminations, openings created by another job posting), and management has determined to fill the position, the Employer agrees to post a list of such job offerings in all locations covered by the contract on a weekly basis. Job postings including the job classification, work schedule including hours and days of work, and the work station will be posted at the Eatery, the Perch, the Petersen Event Center and the Cathedral of Learning in an area accessible to all employees for a period of three (3) days. Vacancies will be awarded to the most senior qualified employee within the bargaining unit, who has the skills and qualifications to perform the work. If the employer and an employee mutually agree to change a work schedule by up to two hours per day without changing the total number of hours scheduled, such job will not need to be re-posted.

Only catering positions may be posted "as needed."

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 either job has been eliminated, that employee may utilize their rights as specified in Section 6.7. 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.

Section 6.7 If the Employer determines that any transferred or promoted employee is not qualified for the job or is not performing the work satisfactorily, the employee shall either be retained in or returned to his/her regular job and shift within forty five (45) days without loss of seniority.

The transferred employee may elect to return to his/her original position within forty-five (45) days without loss of seniority. If the employee's previous position has been eliminated, then the employee may utilize bumping rights as specified in Section 6.3.

Section 6.8 Employees covered by this agreement shall bid once each year. Such bids shall take place during the first week of April of each academic year. During the annual bid period, employees will bid in writing on any number of jobs and list them in priority order. If an employee's bid preferences no longer available when their turn to bid is reached, the Employer shall offer by seniority to each employee the remaining available job bids. In the event an employee is unable to be reached or offered a job bid, the Employer will utilize the following criteria for assigning a job: most hours, earliest start time, and consecutive days off. The employee may, on his/her bid form, specify the order of the criteria to be used.

In the event that the Employer elects a major re-organization of staffing or a major layoff, the Employer shall notify the Union not less than 30 days in advance of a Labor Management Meeting, as part of an agenda item at the next scheduled Labor Management Meeting. The parties shall meet and discuss and offer potential alternatives prior to reorganization and or layoff and either side may present alternatives. In the event that both parties mutually agree to another method, that method shall be reduced to writing and used as the preferred method of the reduction, otherwise, the process shall follow as outlined in Section 6.3.

Employees who bid on jobs in April will be informed of any job openings that occur after they bid. Employees will be notified by both phone and certified letter of the job bid period and any job openings that occur after they bid.

All job postings will list the hours of work, scheduled days off, and job title. Jobs may only be posted with a single job classification.

No bumping, shall take place unless a position is vacated as determined by the Employer, by layoff, by termination, by resignation, by other permanent removal of a bargaining unit employee, or by permanent reduction of hours.

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.

A bargaining unit member may not bid on another position more frequently than one time per academic year unless bidding on a job with more hours or a higher wage rate or with the approval of the General Manager for qualifying reasons.

Section 6.9 Seniority shall be broken when a regular employee quits or resigns; is discharged for cause; is laid off for more than eighteen (18) months; fails to return to work from a non-seasonal layoff within seven (7) days after notification by registered letter is mailed to their last known address being registered with the Employer; fails to return following the end of a leave of absence without notification to the Employer; or is absent for unknown reasons for three (3) consecutive work days.

Section 6.10 If an employee signs the summer request to work list; he/she will be given preference for open positions based on seniority and qualifications for those positions. Once all those employees requesting summer work have been called, the Employer will call laid off employees in reverse order of seniority. If an employee on summer layoff declines to work, the Employer will notify UEI of the availability of work.

Section 6.11 Both the Employer and the Union wish to create advancement opportunities for interested employees within the Employer's operations at the University of Pittsburgh. To meet that goal, the employer will endeavor to provide opportunities for employees to learn new skills.

The Employer shall post a list each September for employees interested in upgrading/learning new skills. The list shall include the employee's name and job skills interest. If opportunities arise that allow the employee to work alongside another qualified individual, as determined by management and at the discretion of management, the employee may be offered that opportunity. Trainers, except Leads, shall be members of management and not members of the bargaining unit. During this training process, the employee shall maintain their regular rate of pay.

An employee will be considered "qualified" when they have satisfactorily completed the skills assessment and their trainer has attested to their competence.

ARTICLE 7 - LEAVES OF ABSENCE

Section 7.1 Personal Leave of Absence An employee, who has been employed for at least one (1) academic year, may be granted a personal leave of absence at the sole discretion of the Employer for a period not to exceed twelve (12) weeks upon written application of the employee and approval by the General Manager. The employee must apply in writing fourteen (14) calendar days prior to the start date of the leave, stating the reason for the leave, the requested start date of the leave, and the return to work date. The General Manager will respond in writing within seven (7) calendar days after receipt of the request.

During such personal leaves of absence, the employee will not lose seniority; but the employee will not be eligible for any contractual benefit except for continued coverage under the medical plan provided for this Agreement so long as the employee was enrolled in the plan at the beginning of the leave, and so long as the employee continues to pay his/her share of the premium.

Emergency requests will be considered on a case-by-case basis. Such leaves of absence may be renewed for up to one year at the discretion of the Employer.

Section 7.2 Medical Leave of Absence Any employee who has completed their probationary period, and who is unable to work because of illness or off-the-job injury supported by proper medical certification will be granted medical leave of absence not to exceed thirteen (13) weeks in any (12) month calendar year period. Medical leave of absence supported by proper medical

certification and submitted five (5) days prior to the end of the expiration of the leave may be extended for the time that is medically necessary up to the length of the employee's service with the Employer or for one (1) year, whichever is less. The Employer may request doctor's notes at any time during medical leaves of absence as to the continued need for the leave, as well as the expected return to work date.

During such medical leave of absence, the employee will not lose seniority; but the employee will not be eligible for any contractual benefit except for the following if enrolled at the time of the commencement of the leave: a) Sick and Accident payment plan; and b) continued coverage under the medical plan provided for this Agreement so long as the employee continues to pay his/her share of the premium.

Section 7.3 All employees placed on Workman's Compensation Leave of Absence shall be granted a Leave of Absence not to exceed two (2) years. During this leave, the employee will not lose seniority. However, the employee will not earn any vacation, holiday or other contractual benefit except as provided in Section 7.2 of this Article.

Section 7.4 Immigration Leave The Employer agrees to work with all legal immigrants to provide the opportunity to gain either extension, continuation, 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 shall grant a leave for a period of up to sixty (60) days without pay or benefits, and return the employee to work with no loss of seniority, provided the Employer is still in the building. Healthcare contributions cease of the first of the month following the commencement of the leave of absence. All of the above shall be in compliance with existing law.

Section 7.5 Union Leave of Absence In the event an employee is hired or appointed to short-term employment with the Union, the employee shall be allowed to take leave, subject to the Employer's legitimate business needs. The Employee shall give a minimum of 14 calendar day's notice of such request. Such leave shall not exceed one hundred and twenty (120) calendar days. No more than two employees from the bargaining unit may be awarded such leave at a time. The Employer shall continue to pay for the employee's benefits during such leave provided that the Union and/or the employee reimburses the Employer in full for such benefits beginning on the first day of the month following the commencement of such leave. During such leave, the Employer will continue the seniority of the employee on leave and the accrual of benefits based on seniority.

ARTICLE 8 - HOLIDAYS

Section 8.1 Holidays shall be granted to regular full-time employees as follows: New Year's Day, Martin Luther King Jr. Day, Easter, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, Christmas Day, and one (1) personal holiday in the fall semester and one (1) personal day in the spring semester.

During periods of layoff, employees will not be eligible to accrue any vacation or receive any holiday benefits with the exception of Martin Luther King Jr. Day, Juneteenth, Christmas Eve, Christmas, New Year's Day, and Thanksgiving Holidays.

Each employee who has perfect attendance in the first eight weeks of a semester or the last eight weeks of a semester will be granted one half (0.5) additional personal holiday. This holiday can be used by giving one (1) week's notice, subject to approval by the employee's supervisor.

Personal holidays may also be used by employees calling off sick in order to receive payment for the day.

Section 8.2 Full-time employees who work on said holidays shall be paid at one and one-half (1) times their regular rate of pay for actual hours worked and shall be paid holiday pay based on their average hours worked at their regular rate of pay.

If an employee is scheduled for ten (10) hour shifts, holiday pay shall be calculated as the number of hours normally worked in a week divided by the number of days normally worked in a week, multiplied by the employees hourly pay rate.

Section 8.3 If a holiday falls within a full-time employee's vacation period, he/she shall receive the holiday pay or an additional day at the option of the Employer.

Section 8.4 To be eligible for a holiday, a full-time employee must work or be on approved vacation the last scheduled work day before and the next scheduled work day after the holiday. Any employee absent either the last scheduled work day before or next scheduled day after a holiday will be required to substantiate a valid reason for such absence as a condition for receiving pay for the holiday. An employee on Christmas layoff shall receive holiday pay if he has complied with all of the provisions in this section.

ARTICLE 9 - VACATIONS

Section 9.1 Employees who have worked continuously for one (1) year or more shall receive two (2) weeks vacation with full pay; for five (5) years or more shall receive three (3) weeks vacation with full pay; and for fifteen (15) years or more shall receive four (4) weeks vacation with full pay.

Section 9.2 Vacations are to be taken at times approved by the Employer. The Employer will use reasonable efforts to permit employees to select vacations by seniority, providing the orderly and efficient operation of the Employer is not impaired. Accrued but unused vacation is paid in the same paycheck containing the Thanksgiving Holiday.

Section 9.3 The Employer shall post a schedule listing employees in the order of their seniority, such employees have the right to choose the period of their vacation during regular school

closedown periods or in the summer in accordance with their seniority rights as shown in said schedule.

Section 9.4 Years of continuous service shall be calculated from the date of the employee's last hire, exclusive of rehiring following seasonal layoff.

Section 9.5 The vacation year shall be measured from January to December. Vacation pay shall be based upon the job bid awarded in August of the vacation year. Employees, employed "as needed," shall be considered forty (40) hour employees. For employees who work multiple schedules of increasing hours, or employees who call-in and work additional hours, an average of all the schedules worked will be utilized to arrive at the vacation entitlement. Vacation pay will be pro-rated only for Leaves of Absence.

Section 9.6 In the event employment of an employee is terminated prior to his/her anniversary date, he/she shall receive at the time of the termination of employment, vacation pay pro-rated in accordance with the number of months worked by him since the last anniversary date of his/her employment. This is not to be misconstrued as vacation earned in the previous year.

Section 9.7 Employees shall receive vacation pay in accordance with Sections 9.1 and 9.5. Employees will not be permitted to take vacation days during the academic year except under the following circumstances:

- Family emergencies
- When the operation is in recess (including Winter Break, Spring Break and Summer).

ARTICLE 10 – SICK DAYS

Section 10.1 All employees 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.

Section 10.2 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.

Section 10.3 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 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.

Section 10.4 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 *in 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.

Section 10.5 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.

Section 10.6 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.

Section 10.7 Employees will not be paid out for unused Paid Sick Time upon termination of employment. Employees whose employment is terminated but are rehired within six (6) months of their termination date shall have their Paid Sick Time balance as of their termination date restored and shall be entitled to use their Paid Sick Time in accordance with this Agreement. Employees who are hired more than six (6) months after their

termination date will not have their previous Paid Sick Time balance restored. This provision shall not apply to employees on layoff or furlough, who shall retain all previously accrued Paid Sick Time.

Section 10.8 If any portion of this section of the Agreement conflicts with any applicable provision of federal, state, or local law, then such provision of law shall control, and the conflicting portion of the policy will be void.

ARTICLE 11 - JURY DUTY

Section 11.1 Regular full-time and part-time employees shall be reimbursed for scheduled working time lost while serving on the jury or as a subpoenaed witness in state or federal court provided that the jury or witness fee is endorsed to the Employer and submitted to the payroll office. When an employee is subpoenaed, he/she shall ask the party who subpoenaed him/her to make him/her whole as to wages and, he/she shall reimburse the Employer to the extent this party does make him/her whole as to lost wages.

ARTICLE 12 - BEREAVEMENT PAY

Section 12.1 Any regular full-time employee who does not work on his/her regularly scheduled work day or work days due to the death of a member of his/her immediate family, shall be paid his/her regular hourly rate of pay for his/her regularly scheduled daily hours for the day of the funeral, the day before and the day after the funeral. Immediate family shall consist of mother, father, spouse, brother, sister, children, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, and any other individual who appears on the employee's tax return. Employees applying for bereavement leave based upon the death of a common-law spouse must provide a notarized affidavit of common-law status.

All regular full-time employees who do not work on his/her regularly scheduled work day due to the death of a brother-in-law or sister-in-law shall receive one (1) day off without loss of pay for the day of the funeral, the day before, or the day after the funeral.

Any part-time employee who does not work on his/her scheduled work day or work days due to the death of a family member covered by this Section shall be paid one (1) day at his/her regularly hourly rate of pay for his/her regularly scheduled daily hours. Part-time employees shall also be eligible for the travel day outlined in Section 11.2, if applicable.

Section 12.2 In addition, the employee shall be allowed a travel day with pay when the funeral necessitates round trip travel of more than five hundred (500) miles, if the employee attends the funeral.

ARTICLE 13 - HEALTH INSURANCE & WELFARE BENEFITS

Section 1 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 (as defined in accordance with Section 1.2 of the CBA) 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.

Section 2

(a) 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:

March 1, 2022	\$1,126/month
January 1, 2023	\$1,167/month
January 1, 2024	\$1,167/month
January 1, 2025	\$1,202/month

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

March 1, 2022	\$1,376/month
January 1, 2023	\$1,417/month
January 1, 2024	\$1,417/month
January 1, 2025	\$1,452/month

(c) The Employer shall deduct the following monthly premium on a pre-tax basis, from the wages of each employee hired prior to March 1, 2000 who timely elects family (other than single) coverage:

\$200/month

(d) The Employer shall deduct the following monthly premium on a pre-tax basis, from the wages of each employee hired after March 1, 2000 who timely elects family (other than single) coverage:

\$250/month

(e) 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.

Section 3 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 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.

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.

Section 4

(a) 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.

(b) 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.

Section 5 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.

Section 6 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 14 - PENSION

Section 14.1 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 below.

Effective March 1, 2022 and for the duration of this Agreement, \$0.35 per hour plus an additional 169.4% (\$0.59) in supplemental contributions for a total contribution of \$0.94 per hour.

Said contributions shall be made monthly, together with a report of the employee data required by the Pension Plan, on the format prescribed by the Pension Plan, no later than the fifteenth (15th) day of the month following the month for which contributions are to be made.

Section 14.2 Full and part-time employees will have contributions made on their behalf beginning on the first day of the month following the completion of ninety (90) days of employment.

Section 14.3 Contributions are based upon hours paid to an eligible employee since March 1, 1993.

Section 14.4 Trust Agreement The Employer hereby agrees to be bound by the provisions of the Agreement and Declaration of Trust establishing the Fund, as it may from time to time be amended, and by all resolutions and rules adopted by the Trustees pursuant to the powers delegated to them by that agreement, including collection 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 representatives on the Board.

ARTICLE 15 - GRIEVANCE PROCEDURE

Section 15.1 Should differences arise between Employer and the Union as to the interpretation of this agreement, an earnest effort shall be made to settle such differences immediately in the following manners. All days referenced below shall be work days exclusive of Saturday, Sunday and holidays.

A. Step One - The aggrieved employee shall speak to his/her immediate supervisor in an effort to resolve the issue. At the employee's option, the Union steward may be present.

B. Step Two - If no resolution is reached at Step One, the grievance shall be submitted by the employee and/or union steward, in writing, to the Unit Manager within fourteen (14) days of the occurrence giving rise to the grievance. The grievance shall state the nature and date of the occurrence giving rise to the grievance, the section(s) of the contract on which the grievance rests and the relief sought. The grievance shall be signed and dated by the aggrieved employee.

Within fourteen (14) days after the receipt of the written grievance, the grievant, the union steward, and the Unit Manager or any other individual with the authority to resolve the grievance shall meet to discuss the grievance. This meeting shall be held on site and if reasonable, during the scheduled working hours of the grievant. The grievant and his/her union steward shall be considered "on the clock" if conducted during the regular work hours. The

purpose of this meeting is to make every effort to resolve the grievance. If no resolution is reached, the Unit Manager shall issue a written response to the grievance within fourteen (14) after the conclusion of the Step Two Grievance Meeting.

C. Step Three - If the grievance is not settled to the satisfaction of the Union at Step Two, the Union Grievance Representative shall, within 14 calendar days after receiving the Unit Manager's or their designee's reply, submit the grievance to the General Manager or their designee in writing setting forth the alleged facts of the grievance, which shall also include the specific Article(s) and Section(s) of the Agreement that the Union believes have been violated and the remedy being sought in this matter. Either the General Manager or their designee or the Union shall request a meeting for the purpose of resolving the grievance prior to the General Manager's decision. The meeting shall be held within 14 calendar days of being requested. Within 14 calendar days of the meeting, the General Manager shall deliver to the Union a written reply to the alleged grievance, which shall provide for a decision in the matter and the reasons for the decision.

Section 15.2 Arbitration- If the grievance cannot be satisfactorily adjusted at Step Three, the matter may be referred by the Employer or the Union for final decision and determination to an impartial arbitrator. A request for arbitration shall be filed in writing with the Federal Mediation and Conciliation Service (FMCS) no later than 45 calendar days following the receipt of the written Step Three answer. Both the Employer and the Union agree to be bound by the rules and regulations of the FMCS.

Each party to this Agreement shall bear the expenses of preparing and presenting its own case. The fees and the expenses of the Arbitrator, together with any incidental expenses mutually agreed upon in advance, shall be borne equally by the parties.

The decision of the arbitrator shall be final binding upon the Employer, the Union, the employee or employees involved. The arbitrator may consider and decide only the particular grievance presented to them in the written stipulation, and their decision shall be based solely upon the application and interpretation of the provisions of this Agreement. The arbitrator shall not have the right to alter, modify or change this Agreement.

Section 15.3 Time Limits. The time limits that refer to any step of this procedure may be extended by mutual written agreement of the Employer and the Union. Failure by the Union to file a grievance or to proceed to the next step within the prescribed time limits shall constitute a waiver of all rights to grieve and arbitrate such matters. Failure by the Employer to respond to the Union as outlined at any step of this procedure shall automatically move the grievance to the next step in the grievance procedure.

Notwithstanding any provisions to the contrary in this article, upon mutual agreement of the parties, the Employer and Union may schedule monthly meetings to discuss and attempt to

resolve grievances that have been advanced to, and are pending at, Step Three of the grievance procedure. Grievances concerning suspensions or terminations will not normally be scheduled for these monthly grievance meetings unless mutually agreed to by the parties.

Where a Union-represented employee files an internal appeal with the Union concerning the Union's decision not to pursue arbitration of a grievance, the Union's 45-day time limit to notice arbitration of the grievance under this Section shall be tolled until the internal appeal is resolved. This does not alter any other grievance processing time limits provided for under Article 14. The Union shall immediately notify the involved Employer of the filing of the internal appeal and notify the Employer of the outcome of the internal appeal. The employer's liability for back wages shall be tolled for the period between the end of the 45-day time limit and the date of the union's decision to pursue arbitration.

ARTICLE 16 - NO STRIKE/NO LOCKOUT

Section 16.1 It is mutually agreed that there shall be no work stoppage, slow down, strike or other interference with work by the Union or its members and no lockout by the Employer for any reason during the time specified herein.

Section 16.2 Notwithstanding Section 15.1 above, no employee covered by the Agreement shall be required by the Employer to cross through any lawful primary picket line established by the Service Employees' International Union or any of its local unions. No such employee shall be disciplined or unlawfully discharged for refusing to cross through such a picket line.

Section 16.3 The Union shall not be liable for any violations under this Article provided that the Union has publicly disavowed the work action and has taken reasonable steps to avoid and/or end the violation. Employees engaging in such non-sanctioned actions shall be subject to disciplinary action up to and including termination of employment.

ARTICLE 17 - NON-DISCRIMINATION

Section 17.1 The Employer and the Union agree that neither of them will discriminate against or harass any of the Employer's employees because of the employee's membership in the Union or activities on behalf of the Union, nor because of the employee's race, color, religion, sex, sexual orientation, age, national origin, disability, veteran status or any other personal characteristic that is protected by applicable law. The Employer and the Union also agree that neither of them will retaliate against any of the Employer's employees who complain of discrimination or harassment or who participate in an investigation regarding discrimination or harassment.

The Employer and the Union agree that each bargaining unit member is also obligated not to discriminate, harass, or retaliate based on any of the protected characteristics described above

against any other employee or anyone with whom the employee has contact on the Employer's and/or client's premises during the course of the employee's workday.

Section 17.2 Gender The use of pronouns "he" or "she" and the suffixes "men" or "women" shall not be interpreted to refer to members of only one sex, but shall apply to members of either sex.

Section 17.3 Americans with Disabilities Act This Agreement shall be interpreted to permit the reasonable accommodation of disabled persons as required by state and/or federal law, including the Americans with Disabilities Act (ADA). In the event such conflicting accommodation is permitted only if required to comply with said laws, the parties, at either's

request, shall meet to discuss the proposed accommodation. The parties agree that any accommodation made by the Employer with the respect to job duties or any other term or condition of employment shall not in any way become applicable to any other individual, class or group of employees, but shall apply only to the person or persons accommodated in the particular situation. The fact that such person or persons was accommodated, and the manner and method of such accommodation, shall be without precedent and, therefore, may not be used or relied upon by any person for any purpose at any time in the future.

ARTICLE 18 - MISCELLANEOUS

Section 18.1 If the Employer desires its employees to wear uniforms, such uniforms must be supplied and paid for by the Employer. Uniforms shall be stipulated by the Employer and shall include a University I.D., and must be worn at all times while at work on University property as required by the University. If the employee is on University property for the purpose of picking up his/her paycheck on their day off, the employee is not required to wear their uniform, but must wear the University I.D. in a clearly visible location.

Section 18.2 No business other than the business of the Employer may be conducted at the workplace or other premises under the Employer's control unless the Employer has given prior approval to the time and place of said business.

Section 18.3 Regular employees shall be provided one (1) meal free of charge from the Employer's cafeteria on every scheduled work day.

Section 18.4 It is also agreed that in the case of an emergency such as flood, fire, 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 Employer or reasonably necessary to repair and place the same in condition thereafter for occupancy.

Section 18.5 In the event any article or section of this contract shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any

article or section shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract or the application of such article or section to person or circumstances other than those as to which it has been held invalid, or as to the compliance with or enforcement of has been restrained, shall not be affected thereby.

Section 18.6 In the event any article or section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties shall enter into immediate collective bargaining negotiations upon request of either party for the purposes of arriving at a mutually satisfactory replacement for such article or section during the period of such restriction. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal or economic recourse in full support of its demands; notwithstanding any other provision of this agreement.

Section 18.7 The Employer shall accord to each employee who applies for replacement after conclusion of his military service with the United States such re-employment rights as he/she shall be entitled to under the existing statutes.

Section 18.8 The Employer and the Union expressly agree that during the life of this Agreement there shall be no re-opening for collective bargaining negotiations or demands therefore, or as to any matter or issues not covered by the provisions of this agreement. This agreement is in full settlement of all of the issues between the parties.

ARTICLE 19 – TEMPORARY TRANSITIONAL DUTY PROGRAM

Section 19.1 In order to facilitate the return to work of an employee who has suffered an on-the job injury or illness, the Company may implement a Temporary Transitional Duty program, to provide a temporary, modified work assignment until the employee reaches Maximum Medical Improvement, but in no case longer than ninety (90) calendar days.

Section 19.2 Prior to offering a Temporary Transitional Duty assignment to an employee, the Company will give the Union three business days' notice of the proposed position and modifications. If the Union objects to the assignment for good cause, the Company will delay implementation of the proposed assignment for up to five additional business days, during which time the parties will meet (in person or by telephone) to review and attempt to resolve the Union's objections. If the parties are unable to agree, the Company may proceed with the implementation of the assignment and the Union may pursue the matter through the grievance and arbitration procedure.

Section 19.3 No employee shall be disciplined for rejecting a Temporary Transitional Duty assignment. However, the rejection may have an impact on the employee's entitlement to workers' compensation benefits, depending on the applicable state workers' compensation law.

Section 19.4 Nothing herein shall be deemed to require the Company to offer a Temporary Transitional Duty assignment to any employee. No Temporary transitional Duty assignment may be extended beyond ninety (90) days. No Temporary Transitional Duty assignment may become permanent without the express written consent of the parties.

Section 19.5 Nothing herein shall be construed to add to or diminish the obligations of the parties under the Americans with Disabilities Act and/or state or local law relating to accommodation of disabilities.

ARTICLE 20 - DISCIPLINARY ACTION

Section 20.1 The Employer agrees that discipline shall be for just cause only. An employee may file a grievance concerning disciplinary action against him/her.

The Employer will take any discipline action promptly after learning of the circumstances on which the discipline is based. In general, the Employer will endeavor to take any such disciplinary action within fourteen (14) calendar days, not including those days when operations are in recess (for example, winter and spring breaks), after learning of the circumstances on which the discipline is based, unless there exists a justifiable business reason for a reasonable extension of this period.

The Employer will give its reasons for such discipline and/or discharge to the employee and the Union's Business Representative or designee within seven calendar days of such disciplinary action.

Section 20.2 The parties recognize the principles and need for a method by which progressive discipline shall be provided. The Employer will administer progressive discipline as follows:

- A. First written warning (verbal that is documented).
- B. Second written warning.
- C. A final warning and disciplinary suspension of up to five scheduled work days.
- D. Suspension pending investigation and decision to discharge.

Section 20.3 The progressive disciplinary steps described in Section 2 will not be applied, and employees will be subject to suspension or summary discharge in cases of serious misconduct, such as gross insubordination; fraud, theft, or misappropriation of company or client funds or property; punching in or out for another employee or any other falsification of records; vandalism; use, possession, sale, distribution, or being under the influence while at work of alcoholic beverages or illegal drugs or other controlled substances; possession of firearms or illegal weapons at the work place or while on duty; engaging in, abetting, or threatening violence,

physical harm, or abuse of fellow employees, management, students, or customers; or other conduct of a similar nature, seriousness, or culpability.

Section 20.4 In any disciplinary proceeding, the Employer may not consider and/or utilize any material adverse to the employee that occurred more than twelve (12) calendar months prior to the current disciplinary action.

Section 20.5 An employee shall be permitted to have a Shop Steward or Union Representative at any meeting with the Employer, or its agents, which meeting is for the purpose of investigating alleged misconduct by the employee that might be the basis for, or which may result in, discharge, suspension or other disciplinary action with respect to the employee. If the employee indicates that he/she wishes a steward to be present, and one is not available, the disciplinary meeting shall be temporarily postponed unless it is suspension or suspension with intent to discharge. In such cases, another bargaining unit person of the employee's choosing shall be asked to sit in as a witness. If it is not a suspension or suspension with intent to discharge, the discipline shall be delayed until the employee's next shift.

Section 20.6 Absence and tardiness issues shall be guided by the Chartwells, a division of Compass Group USA—University of Pittsburgh Attendance Policy (Appendix B)

ARTICLE 21 - UNION ACTIVITY

Section 21.1 The Union may designate Stewards. Each Steward shall be an employee of the operating unit. The Union will furnish the Employer with the names and appropriate Steward for each unit. While handling grievances, only one (1) Steward shall be involved in each grievance, unless they are the grievant or a witness. The Employer will agree to reasonable arrangements, as may be necessary, by Stewards, to properly carry on their Union duties provided such duties cannot be performed during non-working hours. Stewards shall not suffer loss of pay for time in grievance hearings during their scheduled work time.

Section 21.2 Duly accredited representatives of the Union may enter the building during working hours after obtaining prior permission from management to confer with employees under conditions which are not disruptive to work schedules . Such permission shall not be unreasonably withheld.

Section 21.3 The Employer will grant two (2) days' paid leave per year for up to five (5) Stewards in order that they may attend Stewards meetings or conferences. The Union shall notify the Employer fourteen (14) days in advance of such meetings.

Section 21.4 For negotiation of a new labor agreement, the Employer shall reimburse members for lost wages up to a maximum of seven (7) people and a maximum of forty (40) hours total per bargaining committee member.

Section 21.5 - Bulletin Boards The Employer shall permit the Union the reasonable use of bulletin board(s) for the purpose of posting information. Items posted by the Union on the union bulletin board shall not be inflammatory, defamatory, or disparaging toward the Employer or the Employer's client(s).

ARTICLE 22 - SAFETY

Section 22.1 The Employer is responsible for maintaining a safe working environment and shall supply all safety devices and equipment required by law.

Section 22.2 A Joint Safety and Health Committee ("Committee") will be established. The committee will be composed of up to three members of the bargaining unit selected by the Union and up to three members of management selected by the Employer, the actual size of which shall be mutually agreed upon based upon considerations of the size and complexity of the unit. The Committee shall be organized to provide assistance in identifying and eliminating potential safety hazards throughout the facility. The Employer will coordinate the meetings of the Committee. This Committee will meet monthly during the academic year. The Employer will consider all of the recommendations from the Committee in good faith. Employees shall be paid at their regular hourly rate for time spent at health and safety committee meetings.

Section 22.3 Protective Equipment. The Employer shall make available appropriate personal protective equipment (for example, gloves, goggles, braces) at no cost to the employee. If an employee destroys or damages the protective equipment provided to the employee, or loses the equipment where a secure space for storage has been provided, the employee will be responsible for the cost of replacement. Employees shall not be responsible for the cost of replacement for protective equipment that is replaced as a result of normal wear and tear, regularly scheduled replacement, or replacement resulting from circumstances beyond the employee's control.

ARTICLE 23 - LABOR-MANAGEMENT COMMITTEE

The Employer and Union agree that there shall be a Labor-Management Committee consisting of no more than five (5) individuals from each party. Committee members shall be designated, in writing, by each party to the other. Meetings will be held at mutually agreeable times and places so as to apprise the other of problems, concerns, and suggestions related to the operations and the work force, all with the aim of promoting better understanding between the parties. Meetings will be held within fifteen (15) days after either party so requests, but not more than one time each month during the academic year. A written agenda shall be established and agreed upon for each meeting no later than forty-eight (48) business hours prior to the meeting. . Such meetings shall not be construed as opening the Agreement for negotiations, nor shall any subject matter at the

meetings constitute a step in the grievance procedure. Employees shall be paid at their regular hourly rate for time spent at Labor- Management Committee meetings.

ARTICLE 24 - SUCCESSORS

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

ARTICLE 25 - TERM OF THE AGREEMENT

Section 25.1 This agreement shall become effective March 1, 2022 and shall continue in full force and effect until 11:59 P. M. February 28, 2025. Sixty (60) days prior to the termination date, either party may in writing notify the other of its desire to continue, modify or terminate this agreement. Within 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 affixed their hands and seals the day and years first written above.

For The Employer

For the Union



Date _____

Date August 5, 2022

APPENDIX A

CLASSIFICATIONS AND HOURLY RATES OF PAY

Section 1, The job classification of all regular employees covered by this agreement with their respective hourly wage rates are as follows:

	<u>Effective</u> <u>3/1/22</u>	<u>Effective</u> <u>3/1/23</u>	<u>Effective</u> <u>3/1/24</u>
Catering Cooks	\$19.22	\$19.79	\$20.38
Store Clerks / Receivers	\$19.22	\$19.79	\$20.38
Catering Waitstaff	\$19.22	\$19.79	\$20.38
Cooks	\$19.22	\$19.79	\$20.38
Bakers	\$19.22	\$19.79	\$20.38
General FSW*	\$18.98	\$19.54	\$20.12
Custodian/Dishwasher	\$18.98	\$19.54	\$20.12

Employees employed as of March 1, 2000 as Custodians will be paid according to the first (1st) Wage Group schedule which includes Store Clerks.

* The General Food Service classification includes cashiers, line runners, dining room attendants, and bussers, and employees in this group may be used as necessary.

Section 2 Employees above the rate of pay for their classification will receive general wage increases as follows:

Effective March 1, 2022	4.5%
Effective March 1, 2023	3.0%
Effective March 1, 2024	3.0%

Section 3

New hires hired on or after the date of ratification of this Agreement shall be paid as follows:

Upon hire	75% of contract rate
After probationary period	85% of contract rate
1 year anniversary	90% of contract rate
2 year anniversary	100% of contract rate.

Section 4

Employees who achieve 25 years of employment during the term of this contract shall also receive a one-time lump sum bonus of \$700.00 at the conclusion of the first full pay period following their 25th anniversary date.

Section 5

The Employer will utilize station Leads in areas selected by management. Employees who are in a Lead position will receive a pay differential of \$1.00 per hour.

The Employer will post available Lead positions and select the employees who will have "Lead" responsibilities. The Employer will provide the Union a list of qualifications necessary to become a Lead. The Employer will provide training to any employee seeking to become qualified for Lead positions upon the request of the employee, per the "Career Advancement" Section of this Agreement (Section 6.12). It is understood that becoming qualified to be a Lead does not mean an employee will automatically receive Lead pay or a Lead position. The Employer will determine the number of Lead positions, Lead stations and qualifications.

If the Employer eliminates a Lead position, the Lead employee's pay shall be reduced to their regular rate of pay. Should an employee be removed from their Lead position due to performance or attendance violations, then the employee shall be relieved of Lead responsibilities and no longer receive the Lead premium. Should an employee request to no longer be a Lead, then the employee will no longer receive the Lead premium.

Section 6

The Employer reserves the right to pay a shift differential of \$1.00 per hour for schedules that it deems difficult to fill. All job postings which include a shift differential will be posted with such information in accordance with section 6.6.

APPENDIX B

Chartwells, a division of Compass Group USA—University of Pittsburgh Attendance Policy

All employees are expected to report to work as scheduled. Absenteeism and lateness/leaving early are expensive, disruptive, place an unfair burden on those employees who must fill-in for absent employees, and may negatively impact customer service.

Definitions:

- An “**absence**” is defined as an unscheduled call off from work or missing more than 50% of your scheduled work time due to a late arrival or leaving early, unless such absence is protected by the Family and Medical Leave Act (“FMLA”) and/or state leave law. This does not include any bereavement days. An absence includes all unscheduled, lost work time whether avoidable or unavoidable, regardless of the reason or the lack of fault of the employee and/or whether the employee receives pay for the time off. An absence of multiple consecutive days due to the same illness, injury or other reason will be counted as one absence for purposes of this policy. For purposes of constructive counseling, each “absence” equals one (1) occurrence.
- A “**no call, no show**” is defined as an unscheduled absence from work without notifying management. For purposes of constructive counseling, each day of “no call, no show” equals three (3) occurrences.
- A “**tardy/leaving early**” is defined as reporting to work 5 or more minutes after your scheduled starting time or leaving work more than 5 minutes prior to your scheduled ending time, unless approved by your manager or supervisor in advance. For purposes of constructive counseling, each “tardy/leaving early” equals a half (.5) occurrence.

Call-Off Notification Procedures

You must follow these call-off notification procedures any time you have an unscheduled absence. If you contact someone at the unit, but do not follow these procedures, you will receive a half (.5) occurrence for purposes of constructive counseling.

- If you are unable to report to work as scheduled, it is your responsibility to call and speak to your manager or supervisor at least 2 hours prior to the scheduled start of your shift. You must call off directly to your supervisor or leave a detailed message indicating the time, day, reason for the absence and a phone number where you can be reached. Leaving a message with another staff member is not acceptable.
- You are expected to call your manager yourself. Having another person call on your behalf is not acceptable, unless there are extenuating circumstances that prevent you from personally calling.
- You are required to call your manager by telephone. Texting, e-mailing, or the use of any other technology is not acceptable.
- If you will be absent for longer than one day, you will be required to keep your manager informed of your status on a daily basis, unless directed otherwise by your manager.

Requests for Time Off:

All requests for time off must be made in writing.

- For a single day off, appointments, or other missed time, the request must be made in writing 7 days prior to the proposed start of the time off.
- For vacation or extended time off of more than one day, the request must be made a minimum of 7 days prior to the proposed vacation/time off start date.
- All requests will be processed within 48 business hours. If a response is not received in that time frame, the request is deemed to have been granted
- Written requests by different employees for time off for the same dates/times will be considered in the order they are received
- All requests for time off will be considered in light of operational and business needs. A request for time off does not guarantee that it will be granted.

Attendance Standards:

Absences, no call, no shows, tardy/leaving early, and failing to follow call-off procedures are counted in a rolling twelve (12) month period, and occurrences will expire twelve working months from the date of the initial incident.

Absence = 1 occurrence

No call, no show = 3 occurrences

Tardy/leaving early = .5 occurrence

Failure to follow specific call-off procedures = .5 occurrence

1. Constructive counseling for absenteeism will be as follows:

- After accumulating 4 occurrences in a rolling 12 month period:
Written Coaching
- After accumulating 6 occurrences in rolling 12 month period:
Written Warning
- After accumulating 8 occurrences in a rolling 12 month period:
Final Warning
- After accumulating 9 occurrences in a rolling 12 month period:
Termination of Employment

2. Absences due to qualifying reasons protected by FMLA and/or state leave law will not be counted and will not result in the accumulation of any occurrences, provided you comply with your responsibilities under these laws, the Call-Off Notification Procedures included herein, and the Employer's policies and procedures regarding leaves of absence.

3. You will not be eligible for holiday pay if you have an unscheduled absence the day prior to, the day of, and/or the day after a holiday. An employee absent either the last scheduled work day before or next scheduled day after a holiday will be required to substantiate a valid reason for such absence as a condition of receiving pay for the holiday.

4. If an employee leaves early and subsequently provides medical documentation of illness, he/she will not be charged with an occurrence

5. If an employee is a no-call, no-show for three consecutive days, then the employee will be automatically terminated for job abandonment.

6. If a situation occurs which is beyond employee's control (i.e. weather, bus or any unforeseen circumstances) and is verified and/or documented by the employee within

five (5) working days of the absence/lateness, then the employee will not be charged with an occurrence.

7. If an employee misses three (3) consecutive days or more and has a proper documentation from a physician, this will not be counted as a chargeable day on their attendance record.

We reserve the right to require a medical clearance and/or verification from your health care provider in order to comply with any local, state or Federal health law or regulation.

For reasons of consistency and fairness, all instances of absence, tardiness, and leaving early (including those for which an employee receives personal, sick, or vacation pay) will be recorded in an attendance log, regardless of the reason for the absence and whether or not prior approval was granted. Employees may view their attendance record upon request

Failure to adhere to this policy will result in constructive counseling, including termination of employment.

I have read and acknowledge the Attendance Policy.

Employee Signature

Date

Employee's Name (Please Print)

APPENDIX C

DISCIPLINARY PROCEDURES

Section 1. The following actions in violation of Company policies or rules or actions interfering with orderly and proper operation, subject an employee to discipline or discharge.

The rules listed below, not excluding others, are designated to fairly and impartially regulate employee's actions. Since violations of some are more serious than others, the rules have been divided in two (2) groups governed by the seriousness of the offense.

The purpose of disciplinary action is not to punish but to discourage repetition of misbehavior by the offender or by another following his example.

GROUP 1

- A. First written warning (verbal that is documented).
 - B. Second written warning.
 - C. A final warning and disciplinary suspension of up to five scheduled work days.
 - D. Suspension pending investigation and decision to discharge.
-
- 1. Each employee is responsible for keeping their personnel records up to date. This includes providing the office with correct address, telephone number and any changes occurring over summer break.
 - 2. Employees must be in proper uniform provided by Chartwells when on duty. This includes hair nets or proper hats as required by length of hair. No other hats are permissible. Every employee is responsible for the uniform issued to him or her and is responsible for the laundering of their uniforms. If an employee loses a uniform or any part thereof, he will be required to pay for it.
 - 3. Only employees who are scheduled to work are allowed in the Food Service area. No relative or friends are allowed to enter the Food Service area.

4. Management reserves the right to question an employee as to the nature of any emergency call. No outgoing calls will be permitted, unless approved with consent from supervisor or management.
5. The office phones will be used for business only.
6. Loud and abusive language will not be tolerated.
7. There will be no radios played in Food Service areas.
8. Employees must remain in their work areas unless on break time. When on breaks, employees must remain in Food Service areas.
9. Employees are not authorized to be in any office unless authorized to do so by management.
10. Any employee who cannot get into work for their shift must contact a manager at this number (Towers 412-648-121 1; and Sutherland 412-383-9124), as far in advance as possible (at least one [1] hour prior) and state the reason for not coming in. The same procedures must be followed if any employee expects to be late. Excessive absenteeism or tardiness cannot be tolerated.
11. The parties have agreed to an Attendance Policy as stated in Article 18 of this Agreement.
12. The parties recognize and agree to abide by the University of Pittsburgh's smoking policy.
13. All employees must maintain high standards of personal hygiene.
14. Parking is not permitted in the loading dock. Employee cars parked there will be tagged and towed away. In addition, the employee will be subject to discipline.
15. Visitors are not permitted in Food Service areas.
16. All employees must observe safe working habits and mop up spills immediately. Unsafe work practices will not be tolerated.
17. Use the guards provided on slicers.

18. Use all equipment as instructed by supervisor.

GROUP 2

Failure to comply with the following regulations will result in severe disciplinary action up to and including discharge for the first offense.

1. Employee dishonesty, intoxication, and/or immoral conduct shall be deemed sufficient cause for dismissal.
2. An employee who reports under the influence of drugs or alcohol, who used intoxicating drugs or alcohol while at work or who brings intoxicating drugs or alcohol in to the work place, is subject to immediate dismissal.
3. There will be no gambling allowed on the premises.
4. Each employee must swipe only his/her own time card and work their designated schedule. Under no circumstances is an employee allowed to swipe another employee's time card. The Employer reserves the right to implement timekeeping systems that utilize the most up-to-date technology and provide accurate feedback on employee time worked. The Employer shall notify the Union of any changes to the timekeeping system prior to implementation.

Any deviation from the normal schedule must be approved only by a manager. Any employee must have a manager's permission to leave the Food Service area.

5. Employees will take lunch periods and breaks as scheduled and described in Section 5.4 of this Agreement. All employees are required to swipe out and in with their time card for meal periods.
6. No food or other items are to be taken from the Food Service area. Any parcels or bags brought into or taken out of the Food Service area will be inspected.
7. Deliberate misuse or abuse of equipment in any way is cause for immediate dismissal.

8. Insubordination is cause for immediate dismissal when there is a clear refusal to perform the requested task rather than a mere protest, discussion or disrespectful attitude.
9. Fighting by employees will result in disciplinary action, up to and including immediate dismissal.
10. Employee presence in student housing on the resident floors, rooms or anywhere beyond security for any reason other than official Chartwells business or at management approval shall not be allowed. Violations of this policy shall be subject to disciplinary action up to and including termination of employment.

APPENDIX D

DRUG POLICY

The Company retains the right: to promulgate policies and rules applicable to testing individual job applicants for drug or alcohol use, and for testing current employees for drug or alcohol use.

1. When there is reasonable suspicion, displaying symptoms of abnormal behavior, demonstrating significant work performance problems;
2. To aid the investigation of serious accidents;
3. Prior to assignment in safety-sensitive positions; and
4. New employees during probationary period.

The Company agrees to forego random testing unless it is required by a customer or competent regulatory or governmental authority. The Company further agrees that if an employee(s) recognizes an alcohol or drug abuse problem and voluntarily identifies this problem to the Company, the Company will allow the employee(s) time off to seek professional assistance. The Employee will be allowed to utilize any applicable contractual benefit of this absence. It should totally be the responsibility of the employee(s) to recognize the problem and come forward to the Company prior to a disciplinary situation normally resulting in five (5) days suspension subject to termination.

The Company will utilize the services of a reputable laboratory and if there is a charge in the services, the Company will notify the Union for the sole purpose of notification.

APPENDIX E

In reference to the “Temporary Transitional Duty Assignments”, that were bargained into the contract effective March 1, 2016, the parties agree to the following:

Temporary Transitional Duty assignments shall be a supplement to a schedule and shall not displace a full time or part time able bodied employee.