

AGREEMENT BETWEEN

SODEXO CAMPUS SERVICES

AT THE UNIVERSITY OF PITTSBURGH

AT MARKET CENTRAL IN LITCHFIELD TOWERS AND THE
PERCH IN SUTHERLAND HALL
ON THE OAKLAND CAMPUS PITTSBURGH, PA

AND

SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU),
LOCAL 32 BJ

EFFECTIVE: MARCH 1, 2019

THROUGH: FEBRUARY 28, 2022

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.....	6
ARTICLE 5 - HOURS OF WORK.....	7
ARTICLE 6 - SENIORITY	9
ARTICLE 7 - LEAVES OF ABSENCE.....	12
ARTICLE 8 - HOLIDAYS	14
ARTICLE 9 - VACATIONS.....	14
ARTICLE 10 - JURY DUTY.....	15
ARTICLE 11 - BEREAVEMENT PAY.....	16
ARTICLE 12 - HEALTH INSURANCE & WELFARE BENEFITS.....	16
ARTICLE 13 - PENSION	17
ARTICLE 14 - GRIEVANCE PROCEDURE	18
ARTICLE 15 - NO STRIKE/NO LOCKOUT	20
ARTICLE 16 - NON-DISCRIMINATION.....	20
ARTICLE 17 - MISCELLANEOUS	21
ARTICLE 18 - TEMPORARY TRANSITIONAL DUTY PROGRAM	22
ARTICLE 19 - DISCIPLINARY ACTION	23
ARTICLE 20 - UNION ACTIVITY.....	24
ARTICLE 21 - SAFETY.....	25
ARTICLE 22 - LABOR-MANAGEMENT COMMITTEE	25
ARTICLE 23 - SUCCESSORS.....	26
ARTICLE 24 - TERM OF THE AGREEMENT.....	26
APPENDIX A CLASSIFICATIONS AND HOURLY RATES OF PAY	27
APPENDIX B	30
APPENDIX C	34
APPENDIX D.....	35
APPENDIX E	39
APPENDIX F	40

AGREEMENT

THIS AGREEMENT is made and entered into by and between SDH Education EAST LLC d/b/a Sodexo Campus Services at the University of Pittsburgh at Market Central in Litchfield Towers and the Perch in Sutherland 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 Sodexo Campus Services at the University of Pittsburgh at Market Central in Litchfield Towers and the Perch in Sutherland Hall 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, 1992 and thirty (30) hours per week for those employees hired on August 1, 1992 or later.
- B. Part-time - regularly scheduled to work less than thirty (30) hours per week for employees hired August 1, 1992 or later and twenty-five (25) hours per week for active employees hired prior to August 1, 1992.

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 along side 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.

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.

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. No bargaining unit member shall be assigned more than sixteen (16) hours a week of overtime.

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 business needs, the Employer will assign the work to qualified, on-duty Relief employees first, provided that they will not incur overtime. If no Relief employees are available, the Employer will offer the work in seniority order within each building to qualified employees on the Call-in List. If there are multiple call-offs or in the event any employee is unreachable or declines the additional work opportunity, the Employer shall continue to offer the work to the remaining employees on the Call-In List. When all employees have been called and the job remains unfilled, the Employer shall have the right to assign the least senior qualified employee by building seniority to perform the task. Employees on the list have an affirmative duty to provide a working telephone number at which he/she can be reached. If there are two (2) declinations, then the Employee will be removed from the list for the remainder of the semester. 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 a designated union steward.

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.

Section 5.11 The Relief job classification will be used to cover for absenteeism and call-offs. Employees in these job classifications will not also have regular station assignments, but they will have job bids with regular hours and days of work. If there is no work available for a Relief employee because of insufficient call-offs during his regular shift, he will be assigned to other work by management.

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 the date currently held on file with the Employer for those employees hired prior to August 1, 1997. 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 such job offerings with job descriptions and qualifications on the bulletin boards in locations accessible to all employees for a period of three (3) days. All job postings will list the job classification, work schedule including hours and days of work, and the work station. 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 cook 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.

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 During period of layoff, employees will not be eligible to receive or accrue any vacation or holiday benefits with the exception of Great Americans Day, Christmas Eve, Christmas, New Year, and Thanksgiving holidays.

Section 6.12 Both the Employer and the Union wish to create advancement opportunities for interested employees within Sodexo'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's Birthday, Great Americans Day, Easter, Memorial Day, 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.

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 the last paycheck employees receive before the commencement of Winter Break.

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 - JURY DUTY

Section 10.1 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 11 - BEREAVEMENT PAY

Section 11.1 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 11.2 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 12 - HEALTH INSURANCE & WELFARE BENEFITS

Section 12.1 The Employer shall provide the following welfare and insurance benefits for all of its regular full-time employees covered by this agreement after the first of the month following ninety (90) days of employment.

Section 12.2 Health Insurance -

A. For employee hired prior to March 1, 2000, Employer pays ninety percent (90%) of the premiums during the school year; eighty-five percent (85%) during the summer for all levels of coverage.

Summer coverage for those whose jobs are expressly for the eight (8) month school year will be provided if the employee pays fifteen percent (15%) of the rate applicable to his or her coverage. This provision does not apply to layoffs or absence for any other reason.

B. For all other employees, the Employer pays ninety percent (90%) of the employee only premium during the school year. Effective September 1, 2010, the Employer pays eighty (80%) of the premium for employee + 1 and family coverage during the school year.

Summer coverage for those whose jobs are expressly for the eight (8) month school year will be provided if the employee pays twenty percent (20%) of the rate applicable for employee only coverage, and twenty percent (20%) of the rate applicable for employee + 1 and family coverage. This provision does not apply to layoffs or absence for any other reason.

- C. If the total premium increase in any year is greater than 8%, any additional premium cost shall be borne by the Employee.

Section 12.3 Health Maintenance Organization (HMO) - Employee health care benefits shall be provided by University of Pittsburgh Medical Center (UPMC). The highlights of the benefits for each plan option offered are listed in Exhibit "B" which is attached to, and by this reference is made a part of, this Agreement.

Section 12.4 The Sick and Accident Plan shall provide the following weekly benefits: Effective 3/1/10, two hundred and twenty dollars (\$220.00); effective 3/1/11, two hundred and thirty dollars (\$230.00); effective 3/1/12, two hundred and forty dollars (\$240.00).

Section 12.5 In no case shall there be two (2) consecutive sick and accident periods (twenty-six [26] weeks) paid for the same illness or accident unless the employee re-establishes the benefit by working twenty (20) working days in the thirty-one (31) day calendar period immediately following the return to work.

Section 12.6 Drug and Alcohol Rehabilitation - Accident and sickness benefits will be available to an employee only once a year for the absence due to drug or alcohol rehabilitation according to the plan. Eligible employees hired after August 1, 1992, or later will be eligible based upon the plan description .

Section 12.7 Life Insurance - The Employer will provide a twenty thousand (\$20,000) dollar life insurance plan for regular full-time employees who have completed ninety (90) days of employment.

Section 12.8 Dental Insurance – The Employer will provide Dental Insurance to those employees who enroll and who are covered by the medical plan. The employee and Employer contributions shall be as specified in Section 12.2.

ARTICLE 13 - PENSION

Section 13.1 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, 2019, \$0.35 per hour plus an additional 115.4% in supplemental contributions

Effective March 1, 2020, \$0.35 per hour plus an additional 132% in supplemental contributions

Effective March 1, 2021, \$0.35 per hour plus an additional 150% in supplemental contributions

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 13.2 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 13.3 Contributions are based upon hours paid to an eligible employee since March 1, 1993.

Section 13.4 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 14 - GRIEVANCE PROCEDURE

Section 14.1 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 Business 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 14.2 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 14.3 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 15 - NO STRIKE/NO LOCKOUT

Section 15.1 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 15.2 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 15.3 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 16 - NON-DISCRIMINATION

Section 16.1 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 16.2 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 16.3 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 17 - MISCELLANEOUS

Section 17.1 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 17.2 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 17.3 Regular employees shall be provided one (1) meal free of charge from the Employer's cafeteria on every scheduled work day.

Section 17.4 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 17.5 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 17.6 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 17.7 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 17.8 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.

Section 17.9 The Employer will permit Union employees to participate in the MEFCU Credit Union.

ARTICLE 18 – TEMPORARY TRANSITIONAL DUTY PROGRAM

Section 18.1 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 18.2 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 18.3 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 18.4 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 18.5 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 19 - DISCIPLINARY ACTION

Section 19.1 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 19.2 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 19.3 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 19.4 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 19.5 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 19.6 Absence and tardiness issues shall be guided by the Sodexo Dining Services—University of Pittsburgh Attendance Policy (Appendix B)

ARTICLE 20 - UNION ACTIVITY

Section 20.1 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 20.2 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 20.3 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 20.4 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 20.5 - 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 21 - SAFETY

Section 21.1 The Employer is responsible for maintaining a safe working environment and shall supply all safety devices and equipment required by law.

Section 21.2 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 21.3 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 22 - 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 23 - 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 24 - TERM OF THE AGREEMENT

Section 24.1 This agreement shall become effective March 1, 2019 and shall continue in full force and effect until 11:59 P. M. February 28, 2022 . 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_____

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>3/1/19</u>	<u>Effective</u> <u>9/1/19</u>	<u>Effective</u> <u>3/1/20</u>	<u>Effective</u> <u>9/1/20</u>	<u>Effective</u> <u>3/1/21</u>	<u>Effective</u> <u>9/1/21</u>
Store Clerks	\$17.30	\$17.50	\$17.75	\$17.95	\$18.20	\$18.40
Catering Cooks	\$17.30	\$17.50	\$17.75	\$17.95	\$18.20	\$18.40
Head Cooks	\$17.30	\$17.50	\$17.75	\$17.95	\$18.20	\$18.40
Head Bakers	\$17.30	\$17.50	\$17.75	\$17.95	\$18.20	\$18.40
Head Salads	\$17.30	\$17.50	\$17.75	\$17.95	\$18.20	\$18.40
Head Dishwashers	\$17.30	\$17.50	\$17.75	\$17.95	\$18.20	\$18.40
Cooks	\$17.07	\$17.27	\$17.52	\$17.72	\$17.97	\$18.17
Bakers	\$17.07	\$17.27	\$17.52	\$17.72	\$17.97	\$18.17
Custodians	\$17.07	\$17.27	\$17.52	\$17.72	\$17.97	\$18.17
Relief	\$17.07	\$17.27	\$17.52	\$17.72	\$17.97	\$18.17
Porter-Dishwasher	\$16.84	\$17.04	\$17.29	\$17.49	\$17.74	\$17.94
Second Cooks	\$16.84	\$17.04	\$17.29	\$17.49	\$17.74	\$17.94
Baker I (Baker Assistant)	\$16.84	\$17.04	\$17.29	\$17.49	\$17.74	\$17.94
General Food Service*	\$16.84	\$17.04	\$17.29	\$17.49	\$17.74	\$17.94

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

Reliefs may be used interchangeably within their respective work groups.

Employees employed as of March 1, 2000 as Custodians will be paid according to the first (1st) Wage Group schedule which includes Store Clerks, Catering Cooks, Head Cooks, Head Bakers, Head Salads, and Head Dishwashers. Employees employed as of March 1, 2000 as Second Cooks, Salad Makers, and Dishwashers will be paid according to the Wage Schedule which includes Cooks, Bakers and Custodians.

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

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

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	80% of contract rate
2 nd year of employment	85% of contract rate
3 rd year of employment	90% of contract rate
4 th year of employment	100% of contract rate

Section 4

It is recognized that because of the nature of the position of the Catering Pastry Chef, he/she will be permitted to more regularly perform "hands on" work, notwithstanding any provisions in Article 2, Section 10 of this Agreement to the contrary.

Section 5

Employees who achieve 30 years of employment during the term of this contract shall also receive a one-time lump sum bonus of \$500.00 at the conclusion of the first full pay period following their 25th anniversary date.

Section 6

The Employer will utilize station Leads in areas selected by management. Employees who are in a Lead position will receive a pay differential of fifty cents (\$0.50) 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.

APPENDIX B

Sodexo Dining Services- 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 or lateness 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 Sodexo'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 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

Carrier Plan Name	UPMC	
	<i>EPO K1 (was called EPO KF7)</i>	
	\$51/\$10/\$20 Rx	
	<i>IN</i>	<i>OUT</i>
PCP Copay		
Specialist Copay	\$10	Not Covered
Routine GYN Visits		
Hospital Copay	\$10	Not Covered
Emergency Room Copay		
Outpatient Surgery	No copay	Not Covered
Lab		
Basic Imaging (X-ray)	No copay	Not Covered
Advanced Imaging (MRI)	\$75	\$75
Inpatient Mental Health		
Outpatient Mental Health	No copay	Not Covered
Prescriptions	No copay	Not Covered
Annual Deductible	No copay	Not Covered
Coinsurance		
Out of Pocket Maximum	No copay	Not Covered
Lifetime Maximum	No copay	Not Covered
	\$10 copay	Not Covered
	\$5/\$10/\$20	Not Covered

APPENDIX D

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 Sodexo 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.
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 Sodexo 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 E

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 F

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.