

COLLECTIVE BARGAINING AGREEMENT

between

Local Union No. 54 affiliated with the
American Federation of State, County,
and Municipal Employees, AFL-CIO

and its

District Council Number 47

and

The Trustees of the

University of Pennsylvania

Penn Dining Employees

July 1, 2007 - June 30, 2010

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ARTICLE I: PURPOSE

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the University and the employees covered hereby, to insure true collective bargaining, and to establish proper standards of wages, hours, working conditions, and other conditions of employment.

ARTICLE II: RECOGNITION

Section 1. The University recognizes Local No.54, affiliated with the American Federation of State, County, and Municipal Employees, AFL-CIO, and its District Council No. 47 as the exclusive representative of the University Campus Dining Services employees.

Section 2. For the purpose of this Agreement, the term "employee" and "employees" shall include those job classifications, which are listed in Article XVII, Section 1. Also included are all employees who work twenty (20) hours or more per week. Employees working less than twenty (20) hours per week, including students, are not covered by this Agreement. The employment of students is to the extent applicable covered by Item No. 1 of the Memorandum of Agreement dated September 21, 1982, which is set forth in Appendix C, UNDERSTANDINGS, No. 2. The employment of "temporary employees" shall be covered by the terms and conditions of the Memorandum of Agreement dated November 20, 1981, which is set forth in Appendix C, UNDERSTANDINGS, No. 1. Any new job classifications agreed upon by the parties as provided for in Article XVII, Section 3 shall automatically be included.

Section 3. The Union recognizes that, except as specifically limited by this Agreement, the basic responsibility for management is reserved to the University.

Section 4. The Union recognizes that the position of Executive Sous Chef is supervisory in nature, and individuals carrying this title are members of management. Persons in this position are permitted to perform bargaining unit work for up to fifty percent (50%) of their normal workweek.

ARTICLE III: UNION SECURITY AND CHECK-OFF

Section 1. All present employees covered by this Agreement shall, as a condition of employment, become and remain members of the Union in good standing thirty (30) days after the signing of this Agreement.

All future employees shall be required to become and remain Union members thirty (30) days after being employed. Employees who fail to comply with this requirement shall be discharged by the University within thirty (30) days after receipt of written notice to the University from the Union.

Section 2. The University agrees to deduct the Union membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the University by the AFSCME Local No. 54, and the aggregated deductions of all employees shall be remitted to the Union together with an itemized statement, on a monthly basis. Union membership dues shall be deducted on the first four (4) check dates of each month. This authorization shall be irrevocable for a period of one (1) year or during the term of this Agreement, whichever shall come first.

The Union hereby certifies that its present amount of membership dues has been fixed pursuant to the Constitution and By-Laws of the Union. In the event the amount of its dues is hereafter changed, such changes shall be provided in writing to the University thirty (30) days prior to any change in dues deductions.

The University shall provide a list of all employees working twenty (20) or more hours. This list shall be provided on a monthly basis.

Section 3. New employees shall be hired on a probationary basis of ninety (90) days worked and may be discharged during said period without recourse to the grievance and arbitration provision contained herein. The University agrees not to continually fill jobs by abuse of the probationary period.

ARTICLE IV: GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. Any grievance or dispute which may arise between the parties concerning the application, meaning, or interpretation of this agreement shall be settled in the following manner:

Step 1. If a problem cannot be settled between the supervisor and the employee, the employee, with the designated Union Steward, shall take up the grievance in writing on a form agreed to by the Parties, including the contract Articles in dispute, with the employee's manager within ten (10) working days of the act, warning, etc., which is in question. In the event the designated Steward is absent, an officer of the local Union may act to process the grievance. The manager shall attempt to adjust the matter and respond in writing to the employee and Steward within five (5) working days.

Step 2. If the grievance has not been resolved, the facts shall be presented in writing by the concerned employee and the Union President, or designee, to the Contract/Relationship Manager of Campus Dining Services, or designee. Such action shall be taken no later than ten (10) working days after response of the supervisor is due. The Contract/Relationship Manager of Campus Dining Services, or designee, shall schedule a meeting within five (5) working days. After hearing the case the Contract/Relationship Manager, or designee, shall respond in writing to the Union President, or designee, within five (5) working days.

Step 3. If the grievance is not resolved, the facts shall be presented in writing by the concerned employee and the Union President, or designee, to the Director of Staff and Labor Relations, or designee. Such action shall be taken no later than ten (10) working days after response of the Director is due. The designee shall schedule a meeting within five (5) working days. After hearing the case the Director, or designee, shall respond in writing to the Union President, or designee, within five (5) working days.

Step 4. If the grievance is still unsettled, either party may, within fifteen (15) calendar days after the reply from the Director or designee, is due, by written notice to the other request arbitration.

The selection of the arbitrator and the conduct of the proceedings shall be governed by the rules of the American Arbitration Association.

The decision of the arbitrator shall be final and binding on the Parties, and the Arbitrator shall be requested to issue a decision within thirty (30) days after the conclusion of testimony and argument. Expenses for the Arbitrator's services and the proceeding shall be borne equally between the University and Union.

ARTICLE V: SENIORITY

Section 1. Seniority means an employee's length of continuous service with the University since the employee's last date of hire. Employees covered by this agreement shall accumulate the following categories of seniority:

1. University Seniority--length of continuous service with the University.
2. Department Seniority--length of continuous service within Campus Dining Services.
3. Job Classification Seniority--length of continuous service within the job classification. An employee who terminates from a Campus Dining Services position and is rehired into the same job classification shall accumulate job classification seniority only from the date of being rehired.

Section 2. The term "promotion", as used in this agreement, means the advancement of an employee to a higher-paying position or the reassignment of an employee at the employee's request to a position the employee considers to be in his/her best interest, regardless of the rate of pay.

Whenever a job opening occurs other than a temporary opening as defined below in an existing job classification or as the result of the development or establishment of a new job classification, a notice of such opening shall be posted on all bulletin boards for a period of five (5) days. The University will fill jobs within three (3) weeks of posting.

During this period, employees who wish to apply for the open position or job, including employees on lay-off, may do so.

The application shall be in writing and shall be submitted to the Campus Dining Services Human Resources office.

If, in the opinion of management, the awarding of the position cannot be made on the basis of experience, training, ability, and dependability, management will award the position to the senior bidder who is so qualified to perform the duties of the position.

An employee, when promoted, shall be on probation in the new position for ninety (90) days worked, excluding those days taken by the staff member responsible for training the employee as personal leave, sick leave, or vacation. An employee may be returned to his/her previous position at any time during said probationary period without loss of any type of seniority. When an employee accepts a position that has fallen vacant as the result of the promotion of another employee, the employee shall do so with the understanding that he/she may be returned to the previous position if the first employee returns as a result of not completing the probationary period.

Section 3. Vacancies, either permanent or temporary, in these classifications: Chef; Cook 1; Cook 2, Grill and Storeroom; Unit Leader I; and Cashier/Checker shall not be filled by employees working less than twenty (20) hours per week. (Refer to Item No.2 of the Memorandum of Agreement dated September 21, 1982, which is set forth in Appendix C, UNDERSTANDINGS, No.2.)

An employee assigned to a temporary vacancy for more than one (1) hour shall receive the higher rate for the time worked in the position.

Section 4. In the event that it becomes necessary to lay off employees, for any reason, employees shall be laid off in inverse order of their Departmental seniority as defined in Section 1.

Campus Dining Services shall forward to the Union and the Manager of Recruitment and Staffing of the University a list of those employees to be laid off for the semester break and summer three (3) weeks prior to the date of layoff.

Section 5. The term demotion, as used in this provision, means the re-assignment, not requested by the employee, of an employee from a position in one job classification to a position in a lower-paying classification.

Demotions shall be made only to avoid laying off employees. In any case involving demotion, the employee involved shall have the right to elect the alternative of the demotion or the layoff.

No demotion shall be made for disciplinary reasons.

Section 6. Employees shall be recalled from layoff according to their departmental seniority. Prior to seasonal layoff, the University will post an expected date of return to work. The Campus Dining Services will notify employees of their recall date by mail. The employee should respond to the written notification by the close of the fifth (5th) working day from the date of the mailing of the recall notice.

If the employee does not respond, the Campus Dining Services will mail a certified letter to the employee copying the union. The employee will have five (5) working days to respond from the mailing of this certified letter. If the employee does not respond to the certified letter within the time period indicated, the employee will have waived the right to recall.

All employees must return no later than the posted recall date. No new employee shall be hired within a job classification until all employees on layoff status desiring to return to work have been recalled.

Section 7. Union members on seasonal layoff status will be eligible for full medical, dental and life insurance coverage.

Section 8. If an employee's employment at the University is ended for any reason and that employee is rehired, he/she receives no credit for previous service until one year after he/she is rehired. One (1) year after being rehired into the Campus Dining Services, the employee's seniority shall be bridged, and seniority previous to the termination shall be added to that which has been accumulated since the return.

Temporary employees are eligible to bridge the first six (6) months of temporary service upon receiving full time employment. Such employees must bridge this time within three (3) months of being appointed to a permanent full time position.

All employees are responsible for contacting Penn Dining Human Resources reestablish full service credit.

Employees who bridge their service will receive written confirmation from Penn Dining Human Resources to verify the service credit.

Section 9. Employees working during the seasonal layoff will be awarded position based upon University Seniority within their classification. If no work is available in their classification the employee will be assigned other duties.

ARTICLE VI: HOURS OF WORK

Section 1. The regularly scheduled workweek shall consist of forty (40) hours worked in five (5) consecutive days Monday through Sunday. It is understood that the five (5) consecutive days worked can be in two (2) consecutive work weeks. **Employees hired after July 1, 2007 may be scheduled for forty (40) hours in a workweek in five (5) days that are not consecutive.**

Section 2. Eight and one half (8 ½) consecutive hours of work normally constitute a work shift; and each shift shall have a regular starting and quitting time.

Section 3.

- (a) Except for emergency situations, work schedules of employees hired prior to January 1, 1974 shall not be changed except by mutual agreement.
- (b) Work schedules of employees hired after January 1974 can be changed without mutual agreement.
- (c) Work schedules of any employee, whenever hired, may be changed without mutual agreement, where there is a major operational change, including elimination of, addition to, or a change in serving times. Campus Dining Services shall give two (2) weeks notification to both the Union and the employee(s) involved. This provision (c) is not affected by subsection (a) above. (Refer to Item No.3 of the Memorandum of Agreement dated September 21, 1982, which is set forth in Appendix C, UNDERSTANDINGS, No.2.)
- (d) The Campus Dining Services staff is considered to be “Essential Personnel.” They are expected to report for work when the university is shutdown for emergency reasons, IE., storms. Those who report for work will be paid at one and one-half (1 & ½) for all hours worked. Those who do not report for work shall receive no pay.
- (e) Under emergency conditions individual dining unit(s) may be closed. The staff of these closed unit(s) may be reassigned to any unit(s) remaining in operation. Any staff members not reassigned to an open unit will receive the balance of their pay as if they worked their regularly scheduled hours.

Section 4. In addition to the established wage rates, the University shall pay an hourly premium of ten (10) percent to all employees for unusual hours worked. Hours before 6:00 A.M. and after 8:00 P.M. will be recognized as unusual hours. This ten percent (10%) pay differential for unusual hours worked does not apply to employees (Retail Outlet Workers) working in areas designated as Retail Operations.

For the purpose of this contract, unusual hours will defined as hours worked past 10 pm for those hired after July 1, 2007.

Section 5. Employees shall be entitled to one (1) thirty (30) minute lunch break per eight and one half (8 ½) hour shift.

Section 6. Employees shall be entitled to two (2) fifteen (15) minute rest breaks per eight and one half (8 ½) hour shift. **These breaks are to be taken as scheduled. Any exceptions must be made with supervisory approval in advance.** Employees who are called in to work or held over from their regularly scheduled shift four (4) or more hours, shall be entitled to one (1) fifteen-minute rest break during this period, with the understanding that employees will be on call, and, if required to work during this break period, there will be no additional pay for working during this break period.

Section 7. For the periods as indicated below or revised during the term of the Collective Bargaining Agreement, the University guarantees the number of hours of employment and the number of full-time employees to whom the guarantee is applicable:

- (a) **From July 1, 2007 to August 27, 2007**, forty (40) hours per week for each of twenty (20) employees, except during any scheduled vacation shutdown period.
- (b) **From August 28, 2007 to December 19, 2007**, forty (40) hours per week for each of one hundred fifteen (115) employees, via attrition.
- (c) **From December 20, 2007 to January 15, 2008**, forty (40) hours per week for each of twenty (20) employees.
- (d) **From January 16, 2008 to March 2 2008**, forty (40) hours per week for each of one hundred fifteen (115) employees, via attrition.
- (e) **From March 3, 2008 to March 1, 2008**, forty (40) hours per week for each of twenty (20) employees.
- (f) **From March 12, 2007 to May 2, 2008**, forty (40) hours per week for each of one hundred fifteen (115) employees (Refer to Item No.9 of the Memorandum of Agreement dated September 21, 1982, which is set forth in Appendix C, UNDERSTANDINGS, No.2.)
- (g) **From May 3, 2008 to June 30, 2008**, forty (40) hours per week for each of twenty (20) employees. (Refer to Item No.5 of the Memorandum of Agreement dated September 21, 1982, which is set forth in Appendix C, UNDERSTANDINGS, No.2.)

Mandatory Vacation will be scheduled for the 20 most senior employees for the 3 weeks following last day of exams in May, then forty (40) hours per week for each of these twenty (20) most senior employees

Provided that an employee covered by the above is not terminated for cause under the provisions of Article VII; that when work in an employee's regular classification is not available, the employee accepts other work offered; that all hours absent with or without pay including vacation shall be credited against the guarantee.”

Provided further that as of **July 1, 2007**, this guarantee shall be renewed until 12:01 A.M. **July 1, 2010**.

In addition, Campus Dining Services shall maintain, except as modified in (a) through (g) above, for the period **July 1, 2007 to June 30, 2010**, 115 employees in the bargaining unit. The 115 employees shall fill all full-time positions in the Department, whether five (5) day or seven (7)-day operating schedule. Full-time employees in excess of 115 shall not be covered by this Article. The number of employees making up the 115 employees covered by this guarantee includes those employees on Short Term Disability and Workers Compensation, but excludes those on Long Term Disability. Campus Dining Services does not have to replace employees who leave for any reason until such time as the number of employees in the bargaining unit is less than 115.

ARTICLE VII: DISCIPLINE AND DISCHARGE

The University shall have the right to discharge any employee for just cause.

Summary Discharge. Certain offenses may be subject to summary discharge by the University. With respect to these offenses, no prior warnings are necessary for discharge. The offenses are the following:

1. Mutilation or destruction of University property, Campus Dining Services' property, or other property;
2. **Any theft of Campus Dining Services' property or any other property anywhere on the University Campus.**
3. Gross negligence, which leads to substantial damage to food or other property;
4. Physical offenses against the person of another in Campus Dining Services or during working hours;
5. Unexplained absences of five (5) consecutive working days.

The types of offenses listed below are illustrative only and in no way present an inclusive list of actions which may result in summary discharge.

In the enforcement of the above, the following procedure shall apply. Any employee charged with committing one or more of these offenses may be immediately suspended, without pay, from work. A hearing on the matter will then be held within two (2) working days from the date of suspension. If, based upon all relevant facts, discharge is required; such discharge shall be made by the **Contract/Relationship Manager**. Appeal therefore will go directly to the Vice President for Administration. If the discharge is affirmed at that level, appeal would follow provisions for arbitration provided in the grievance procedure.

Discharge Procedure. The best discipline is recognized as the self-discipline growing out of an individual's desire and ability to perform at the highest level of effectiveness. When, however, disciplinary action by a supervisor is necessary because an employee is failing to fulfill the responsibilities of the job, such action will be taken in such a way as to be of as little embarrassment as possible to the employee. The following order of actions will normally be followed: oral conversation, written notice, five (5)-day suspension, and discharge.

The first oral conversation may simply be a supervisory effort to explain to the employee what is expected in a given situation. If a second conversation is necessary on the same problem, the supervisor will be required within three working days following the conversation to prepare for the employee a written summary of the conversation, including a statement that discharge may follow if the desired standards are not met. Copies of such notices will be sent to the Unit Steward and to the Director of the University Campus Dining Services.

All official disciplinary warnings against an employee's record shall be in writing and a copy thereof shall be given to the Union. In the event an employee goes for a period of one (1) year without receiving an official warning, all previous warnings shall be removed from consideration of any proceedings, which affect the status of the employee. The said one (1) year period shall not include any days not worked because of an unpaid leave of absence.

ARTICLE VIII: REPRESENTATION

Section 1. The employees in the bargaining unit shall be represented for the purpose of grievance adjustment by Union representatives as specified under the grievance procedure in Article IV.

The Union and the University agree to recognize a Chief Steward and other stewards in accordance with the following:

Kings Court/English House	1 steward
1920 Commons	2 stewards
Hill College House	2 stewards

All future food services operated by and for the benefit of the University of Pennsylvania will be staffed by members of Local No.54.

Section 2. The names of the officers, Chief Steward and Stewards shall be given in writing by the Union to the University at the time of their taking office. The University shall be notified promptly, in writing, relative to any changes in these positions.

The Union President or designee, the Chief Steward and Union Stewards may investigate and process grievances during working hours without loss of pay. The Chief Steward, and Stewards have responsibilities solely for the investigation and processing of grievances only at Step 1. Before leaving an area to investigate a grievance the Union President, or designee, the Chief Steward or Stewards should notify the supervisor, and should notify the supervisor upon their return, **provided that such individual receives approval from management prior to leaving her/his work station.**

The Union President, or designee, the Chief Steward and Stewards will not investigate or process grievances during meal serving hours. Should compelling circumstances prevent release at the time of the initial notification, the supervisor will schedule release time for grievance investigation as soon as possible.

At any time when departmental layoffs may be necessary, it is understood that the last persons to be laid off will be any of the following: President, Vice President, the Chief Steward and any of the stewards. Except for summer seasonal layoffs, only the President, the Vice President, and **the most senior Steward having the greatest departmental seniority, then working at the summer seasonal layoff begins**, shall be covered by this paragraph.

Union meetings of any kind shall not be held during times meals are being served.

Section 3. Accredited representatives of the Union shall, upon request by the Union, be admitted to the University campus during working hours for the purpose of ascertaining whether or not this agreement is being observed by the parties or for assisting in adjusting the grievances.

Section 4. The individual currently using administrative time off may continue to utilize the time according to the following limitation:

The individual serving as Trustee for the Health and Welfare Fund shall be permitted to utilize, up to twenty-four (24) hours per year to attend meetings of these funds.

The provision of this, Section 4, will cease when the individuals currently in the positions discontinue their appointment to the committees.

Section 5. The leave policy for attendance of union business meeting is as follows:

- a. Two (2) bargaining unit members; once per month; four (4) hours or to the end of their shift, whichever is less, may attend the District Council Executive Committee Meeting.
- b. Four (4) bargaining unit members; once per quarter; four (4) hours or to the end of their shift, whichever is less, may attend the Delegates Meeting.
- c. One (1) bargaining unit member, for a maximum of six times per year, four (4) hours or to the end of his/her shift, whichever is less, may attend other union meetings not regularly scheduled.

ARTICLE IX: SICK LEAVE

Section 1. All employees are covered by the University Sick Leave and Short Term disability Policy.

Section 2. Any employee who is sick or disabled and has exhausted accrued sick leave, accrued vacation, and personal days, shall be entitled to Short Term Disability benefits, if any, and may apply for benefits under the University's Long Term Disability Income Plan.

Section 3. Employees who have been employed more than six (6) months and who are not in seasonal layoff status who are prevented from carrying out their normal duties on account of pregnancy, complications resulting from pregnancy, or recovery therefrom, shall be entitled to exactly the same benefits as if they were prevented from carrying out their duties because of any other medical condition.

Section 4. All requests for time away from work, including sick, vacation and floating days, funeral leave, jury duty, etc., must be submitted to a manager on the Request for Time Off form found in Appendix D. All requests are subject to approval by management.

ARTICLE X: OVERTIME

Section 1. All work performed in excess of eight (8) hours in any work day, or in excess of forty (40) hours in any work week shall be compensated at time and one-half the employee's regular hourly rate of pay.

Section 2.

- (a) If an employee works six (6) days in a work week, he/she shall be compensated at one and one-half (1-1/2) times the base rate for hours worked on the sixth (6th) day.
- (b) If an employee works seven (7) days in a work week, he/she shall be compensated at two (2) times the base rate for hours worked on the seventh (7th) day.

Section 3. Overtime work shall be distributed equally by classification and unit to all employees working within the department. The distribution of overtime shall be equalized over each six-month period beginning on the first day of the calendar month following the effective date of this Agreement.

A record of the overtime hours worked beyond the posted schedule by each employee shall be posted on the department bulletin board monthly.

Due to operational requirements, the least senior employee, in the required classification by unit, shall be required to work overtime if all other staff in the classification have declined the

opportunity to work. If an emergency prevents the least senior employee from working, the next least senior employee shall be required to work the overtime assignment.

ARTICLE XI: WORK RULES

Section 1. All changes to existing work rules or the establishment of new work rules shall be done only by the **Contract/Relationship Manager** of Campus Dining Services. After discussion with the Union President or his designee, such changes to existing work rules shall not become effective until discussed with representatives of the Office of Staff and Labor Relations, with employees, and posted on all bulletin boards. All work rules in effect at the time the Collective Bargaining Agreement is printed shall be included therein.

Section 2. The University further agrees to furnish each employee in the bargaining unit with a copy of all existing work rules thirty (30) days after they become effective. New employees shall be provided with a copy of the rules at the time of employment.

Employees shall comply with all existing reasonable rules, provided the rules are uniformly applied and uniformly enforced.

Any unresolved complaint as to the reasonableness of any new or existing rule, or any complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.

ARTICLE XII: LEAVE OF ABSENCE

Section 1. Absence from work because of death in the employee's family will be allowed with full pay for making arrangements and/or attending the funeral on the following basis provided that the employee's supervisor has been properly notified. The University reserves the right to require documentation of the death (e.g., death certificate, obituary, documentation from funeral home). These time-off allowances are the same as those found in the University's Policy #609.

A maximum of five (5) days off with pay is permitted upon the death of a regular staff member's:

- spouse or University registered same sex domestic partner (in accordance with Policy 716)*
- child
- brother or sister
- parent or guardian

- son or daughter-in-law
- mother or father-in-law
- brother or sister-in-law

*This five (5) day allowance also applies to the above-listed relatives of the staff member's University registered same sex domestic partner.

Direct step relations are included in this category.

A maximum of three (3) days off with pay is permitted upon the death of a regular staff member's directly related:

- grandparent
- grandchild
- aunt or uncle

One (1) day off with pay is permitted upon the death of a regular staff member's directly related:

- first cousin
- nephew or niece

The allotted days off with pay do not have to be consecutive. However, the allotted time off should be used within a year of the death of the family member.

A staff member may make a request to his/her supervisor to use Paid Time Off for death of family members or friends not covered by this policy or if the staff member needs additional days off in excess of the time allowances outlined in Section 609.1 due to the death of a family member covered by this policy.

Section 2. Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service, and also when subpoenaed as a witness for a criminal or civil court.

Employees must provide proof of attendance to receive the leave of absence and to be paid the difference between any jury duty compensation they receive and their regular wages for each day of jury service, up to eight (8) hours per work day.

Section 3. The following conditions shall apply for personal leaves of absence:

- a) Personal leaves of absence without pay may be granted with approval for periods up to one (1) year to employees who have been employed more than two (2) years, unless such action would be detrimental to service. Employees are eligible for leaves subsequent to the first leave, provided that between each leave of six (6) months or less there is a period of one (1) year and for leaves of six (6) months or more there is a period of at least three (3) years or more, unless such action would be detrimental to service. Campus Dining Services will be as flexible and reasonable as possible in granting leaves of absence.

- b) Requests for leaves must be submitted in writing to the **Contract/Relationship Manager** of Campus Dining Services according to the following schedule: for leaves of five (5) or more working days up to one (1) month, normally two (2) weeks prior to the leave; for leaves of more than one (1) month up to six (6) months, normally three (3) weeks prior to the leave, for leaves of six (6) months or more; one month. The **Contract/Relationship Manager** of Campus Dining Services will make every effort to respond as soon as possible to the written requests.
 - c) The University requests notification at least two (2) weeks prior to the expected date of return for leaves less than six (6) months; for leaves of six (6) months or more; one month, indicating whether or not the employee is able to return by the date originally specified.
 - d) Requests for leave must specify a definite date of return. Normally, extensions to such leaves will not be granted.
 - e) Individuals on approved leaves of absence will be reinstated in the same job category, but there will be no guarantee of their being placed in the same position.
 - f) If an employee returning from a leave chooses to apply for a vacant position for which the employee is eligible within the employee's job category and which has already been posted for five (5) working days, the employee may do so, provided that the employee's original job has not been held for the employee.
 - g) Employees who go on leave without having completed six (6) months in the position which they are leaving shall not be eligible to return to a new position until six (6) months after they began work in the vacated position. This shall not apply if vacancy exists for which no other eligible member of the bargaining unit applies.

- h) An employee on an approved leave of absence for child rearing or family medical purposes shall have paid by the University those medical, dental, and life insurance premiums normally paid by the University for that employee. Family medical care shall be for a spouse, mother, father, parent-in-law, brother, sister or child.

- i) Employees may not accept other employment while on leave of absence unless prior notification to Campus Dining Services has been given of the unusual circumstances, and approval obtained.

Section 4. Any employee who is a member of the military service of the United States or of any state and is ordered by the appropriate authorities to attend a training program or perform duties, other than active duty, under the supervision of the United States or of any state shall be granted a leave of absence for the period of such activity and the University shall make up the difference between the employee's regular pay and military compensation for the period.

Section 5. Any employee who shall be imprisoned for refusal to accept induction into the Armed Forces of the United States shall be granted a leave of absence for the period of imprisonment.

Any employee who elects alternative service shall be granted a leave of absence for the period of such service.

Section 6. Employees on leave shall continue to accrue University seniority and Campus Dining Services seniority with the exception of seniority for promotion and retirement credit.

Section 7. Employees who wish a leave of absence for child-rearing purposes to care for a child under the age of six (6) may apply for a personal leave of absence under Section 3 of this Article. The personal leave child-rearing purposes is the only leave that: [1] will be excluded from the conditions set forth in 3(a) above; and, [2] will be allowed an extension of six (6) months without pay based upon a written request at the end of the first six (6) months.

Section 8. An employee on a leave of absence under Sections 3 and 7 above may return to work before the termination of the leave period, provided the employee has notified the Director, in writing, two (2) weeks before the date on which the employee wants to return to work.

ARTICLE XIII: VACATIONS

Section 1. Employees shall be granted vacation days annually on the basis of University seniority. Vacation allotment shall be computed from September 1 through the following August 31 according to the following schedule:

- (a) Employees who have not completed one (1) year of service by September 1--one (1) working day for each month of service completed by September 1 not to exceed ten (10) working days.
- (b) Employees who have completed one (1) year of service by September 1--ten (10) working days.
- (c) Employees who have completed two (2) years of service by September 1--fifteen (15) working days.

- (d) Employees who have completed three (3) years of service by September 1--twenty (20) working days.
- (e) Additional working days will be granted as vacation for employees with one (1) year of service as in (b) or two (2) years of service as in (c) for additional months of service completed by September 1 on the following basis:
 - one (1) additional working day for three (3) months of service;
 - two (2) additional working days for five (5) months of service;
 - three (3) additional working days for eight (8) months of service;
 - four (4) additional working days for ten (10) months of service.
- (f) Employees who have completed twenty-five (25) years of service-four (4) additional days.

For employees hired after July 1, 1998, vacation allotment shall be computed from September 1 through the following August 31 according to the following schedule:

- (g) Employees who have not completed one (1) year of service by September 1: one (1) working for each month of service completed by September 1 not to exceed ten (10) working days;
- (h) Employees who have completed one (1) year of service by September 1: ten (10) working days;
- (i) Employees who have completed between one (1) and five (5) years of service by September 1: fifteen (15) working days;
- (j) Employees who have completed five (5) years of service by September 1: twenty (20) working days;
- (k) Employees who have completed twenty-five (25) years of service by September 1: twenty-four (24) working days.

Section 2. Each employee shall also receive the “special winter vacation” granted to University A-3 employees.

Section 3. An employee shall receive his/her regular rate of pay during a vacation.

Section 4. Each employee shall be able to accrue unused vacation days up to the number of days to which he/she is entitled over a two (2)-year period. For employees hired on or after July 1, 1989, the accrual will be for one (1) year period.

Section 5. Maximum flexibility regarding choice of vacation days shall be granted on the basis of seniority within a working unit, and vacation periods of five (5) days or more will be scheduled at least ten (10) working days in advance and must be approved by the supervisor.

Employees who wish to take their vacations in days, that is, in period of less than five (5) days at a time, shall give at least three (3) working days advance notice of such days to their immediate supervisors.

Section 6. When issuance of pay would normally occur during an employee's vacation period, the employee shall receive his/her pay prior to the vacation upon two (2) weeks notice to the Personnel Specialist.

Section 7. At termination an employee will receive full pay at his/her current rate for all unused and accrued vacation days.

Section 8. Vacations will normally be taken during June, July, and August. Campus Dining Services may schedule a vacation shutdown in August, provided the scheduling of such vacation shutdown is done prior to the start of the summer seasonal layoff. **Mandatory Vacation will be scheduled for the 20 most senior employees for the 3 weeks following last day of exams in May, then forty (40) hours per week for each of these twenty (20) most senior employees.**

Section 9. Each employee shall be entitled to four (4) personal leave days in the course of one contract year. Employees hired on or after July 1, 1992 shall be entitled to three (3) personal leave days in the course of one contract year.

New employees will receive prorated personal days based on the date of employment. Employees must have the approval of the department at least 24 hours, prior to the day requested to use a personal day. Personal days should be used during the period September 10 to April 1 for those employees subject to seasonal layoff.

Section 10. The conditions contained in Article XIII, Section 4, shall not apply to the four (4) elected officers of Local 54, namely, President, Vice-President, Secretary-Treasurer, Recording Secretary, and that the employees while so elected to one (1) of the aforementioned offices shall be allowed to accumulate vacation days up to one hundred (100) days.

The conditions contained in Article XIII, Section 10 shall not apply to officers, except those currently elected to the aforementioned offices, elected for the first time on or after July 1, 1989.

ARTICLE XIV: HOLIDAYS

Section 1. The following holidays or the day on which the holiday is observed shall be considered non-work days:

New Year's Day
Martin Luther King's Birthday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day and the following Friday
Christmas Day

The days and dates on which the above holidays are to be observed shall be posted in each Campus Dining Services unit by January 1 of each year.

Each employee is also entitled to one (1) Floating Day Off to be taken between the period July 1 and June 30 of each year. The floating day shall be treated as a vacation day for scheduling purposes.

Section 2. When a holiday falls during an employee's vacation or on a day that he/she is not scheduled to work, the employee shall have the option of compensable time or shall be compensated for the day.

Section 3. All work done on a holiday shall be on a voluntary basis, but the Union will provide the necessary work force. The number of employees will be determined by the Unit supervisor.

Section 4. Employees working on a holiday shall receive pay for that day plus time and one-half for any time worked on that day.

Section 5. Employees laid off during the semester break shall receive, in addition to the special Christmas vacation, holiday pay for Christmas and New Year's Day.

Section 6. An employee will not be eligible for holiday pay if he/she is out sick on his/her regularly scheduled work day before and/or after the holiday excluding other scheduled days off and cannot justify the absence with a physician's certificate.

Section 7.

- a) If an employee signs up to work a holiday and fails to report to work, the employee will not be paid for the holiday and the absence will be considered unexcused.

- b) If an employee calls out sick on a holiday on which he/she is scheduled to work, the employee will not be paid for the day. The absence will be considered unexcused unless the employee can justify the absence with a Physician's Certificate, and the **Contract/Relationship Manager** approves the necessity for the absence.

ARTICLE XV: MISCELLANEOUS

Section 1. Employees are entitled to one (1) free meal during each lunch break. Whenever possible, the meal periods shall be scheduled at the middle of each shift.

Section 2. The University agrees to supply uniforms and effective hair restraints.

Section 3. The University agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Union.

The Union shall limit its posting of notices and bulletins on such bulletin boards to Union business.

Section 4. Should any article, section or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section or portion thereof directly specified in the decision; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated article, section, or portion thereof.

Section 5. The University shall not speed up any employee in the performance of his or her work.

Section 6. The University shall continue to furnish lockers and rest rooms in all the dining units for its employees.

Section 7. The University shall issue identification cards to all employees.

Section 8. The University shall furnish all necessary equipment and tools that the employees may need to perform their job duties.

Section 9. No employee or supervisor shall be subjected to public reprimands.

Section 10. Employees may use telephones provided that they follow the University procedure for charging such calls. **Employees are not permitted to use cellular phones in customer serving and/or seating areas during customer serving hours.**

Section 11. Employees may participate in payroll savings plan.

Section 12. The University will make every effort to immediately correct errors in pay checks.

Section 13. The employees may join the Federal Credit Union.

Section 14. The Local Union shall have the use of University telephones and the intramural mail for grievance processing only.

Section 15. An employee who has been temporarily disabled will be given alternate job duties for the duration of the disability in the event that the employee's regular job duties would endanger the employee's condition. This provision will be up to five (5) employees. The University will attempt to make reasonable accommodations for all employees but will not guarantee alternate job duties for more than five (5) employees.

Section 16. The University shall make available to the Union, upon its written request, any and all information and statistics the University has heretofore compiled and records it customarily maintains which are relevant to the subject matter of negotiations or necessary to the processing of any grievance in the enforcement of this Agreement.

Section 17. Employees shall be entitled to participate on an equal basis in any Child Care Day Center that the University may operate.

Section 18. The University agrees to supplement the Employees' Retirement Allowance Plan with full payment for credit earned from the date of employment up to the date on which an individual employee's retirement credit begins under the terms of the Employees' Retirement Allowance Plan.

Section 19. The Labor-Management Committee shall meet twice each semester to discuss improvements in productivity and efficiency, improved operating methods, and such other issues the parties may wish to bring before the Committee.

Section 20. The University Campus Dining Services and Local 54, AFSCME agree to establish an advisory joint safety and security committee. Meetings will be conveyed by Campus Dining Services' Human Resources Office, at a minimum, on a quarterly basis, with provisions for additional meetings as necessary. The committee will consist of two (2) representatives from the Union and two (2) representatives from the Department. The role of this committee will be to consider issues of safety and security and to make recommendations, where appropriate, to the Director of Campus Dining Services.

Section 21. Campus Dining Services shall use maximum flexibility in scheduling for full time employees who wish to attend classes at the University of Pennsylvania or who wish to attend job related classes. Campus Dining Services will modify scheduled hours of work provided work is available in the same unit, work is available in the same classification, and work is normally

scheduled for the employee's classification during the time of the modified schedule. The modification of schedules for educational reasons is not grievable.

Section 22. At the end of each semester, the Campus Dining Services Human Resources Department shall provide the Union President with a written list of all employees' Sick, Vacation, Personal and Short Term Disability balances (if the system permits).

Section 23. Campus Dining Services customers will be permitted to “stir-fry” and make waffles.

ARTICLE XVI: HEALTH & WELFARE

Section 1.

- (a) For employees covered by this labor agreement, the University shall pay the full premium cost, single and/or dependent coverage, for employees who are enrolled in Blue Cross (Co-Pay Preferred-5), Blue Shield (Plan B), and Major Medical Plan II. For employees who are required to, or who choose to participate in any of the other health care coverage options provided at the University, any premium cost over and above those designated in the preceding sentence will be paid by the employee in accordance with the then current University payment schedule. Any changes made in the current medical insurance plans shall be made available to the employees in this bargaining unit.

All employees enrolled in the Blue Cross (Co-Pay Preferred-5) Blue Shield (Plan B), and Major Medical Plan II are required in the April 1993 open enrollment period to select another University health coverage option.

- (b) For employees covered by this labor agreement, the University shall pay the full premium cost for employees enrolled in the Group Life Insurance Plan.
- (c) An employee covered by this labor agreement shall be eligible to participate in the dental plans sponsored by the University in accordance with the provisions thereof, including the payment of premiums, as may be amended from time to time by the University.

Section 2. The University and the Union agree that all terms and provisions of the Group Life Insurance Plan (effective February 19, 1926), the Long Term Disability Plan for University Personnel (effective July 1, 1965) and modifications (effective July 1, 1998), and the Employee's Retirement Allowance Plan (effective January 1, 1948), shall be and hereby are incorporated herein by reference as fully as though expressly set out herein and that the parties hereto shall be bound thereby; provided, however, that the University agrees that during the term of the agreement it will not without the knowledge and consent of the Union, suspend, or discontinue any of these plans insofar as they affect employees covered by this agreement.

Section 3. The University shall make every reasonable effort to provide employment to those employees who request in writing (a copy to the Union and a copy to the University Human Resources Director) employment during the period of their seasonal layoff.

Section 4. When an employee is absent from work as a result of an injury or sickness compensable under the Worker's Compensation Act, the Occupational Disease Act, or similar legislation, the employee shall have the right to apply for and receive unused (sick) leave allowance during the waiting period, if any, and thereafter the difference between the weekly amount of such compensation and his/her regular straight time rate of pay for a regularly scheduled work week, until he/she has exhausted the full amount of sick leave allowance payable under Section 1 of Article IV.

Section 5. Employees and their dependents, where applicable, shall be eligible to participate in the Faculty-Staff Scholarship Program in accordance with the provisions thereof, as may be amended from time to time by the University.

Section 6. The children of a deceased employee shall be eligible for the benefits of the Faculty-Staff Scholarship Program in accordance with the terms and conditions thereof, as may be amended from time to time by the University.

Section 7. An employee while on seasonal layoff shall have paid by the University those medical, dental, and/or life insurance premiums normally paid by the University for that employee.

Section 8. If the University should improve any of the University benefit programs which employees of this bargaining unit presently are entitled to pursuant to the coverage of the present Collective Bargaining Agreement, such improvement shall be immediately provided to members of this Unit (Refer to Appendix C, UNDERSTANDINGS, No.4).

Section 9. Effective **July 1, 2007**, the A.F.S.C.M.E. Local No.54 Legal Services Plan shall continue in full force and effect until **July 1, 2010** with contributions from the Campus Dining Services as set forth in Appendix C, UNDERSTANDINGS, No. 7.

Section 10. Effective **July 1, 2007**, the Campus Dining Services shall contribute to the A.F.S.C.M.E. Health and Welfare Plan for coverage under the Prescription Drug and Vision Care Plans as set forth in Appendix C, UNDERSTANDINGS, NO.7.

Section 11. The University will withhold, through payroll deduction, voluntary contributions to the Union's Political Action Fund and Social Fund. The weekly deduction (\$3.00 for Political Action and \$1.00 for Social Fund) will be for those employees who individually request, in writing, that such deduction be made. This authorization shall be irrevocable except during the period June 15 to July 1 of each year.

Section 12. Employees and their dependents, where applicable, shall be eligible to participate in the Long Term Care Insurance Plan (effective July 1, 1998) in accordance with the provisions thereof, as may be amended from time to time by the University.

ARTICLE XVII: CLASSIFICATIONS

Section 1. The following job classifications are currently recognized by the University and the Union:

- Chef
- Cook 1 (Catering Truck Driver, Storeroom Person)
- Cook 2 (Grill, Catering Production Aid, Assistant Storeroom Person)
- Unit Leader 1
- Cashier/Checker
- Barista
- Food Service Worker (Kitchen Attendant, Dishwasher, Serving Line Attendant)

Section 2. None of the classifications in Section 1 above may be reclassified without Union agreement.

Section 3. The University may establish new job classifications and the base rate for each new classification. The University and the Union shall meet to discuss the new job classification with duties and responsibilities defined. The University shall have the right to fill any new position. If a question arises as to the base rate, the University and the Union shall negotiate the base rate, and, if the base rate agreed to is higher than the base rate being paid, such higher rate is to be retroactive to the date the position was filled. If the parties are unable to agree, the establishment of the base rate is subject to the Grievance and Arbitration Procedure.

Section 4. Union members on seasonal layoff status will be eligible for full medical, dental and life coverage.

ARTICLE XVIII: RATES OF PAY

Section 1. The hourly base rates for employees covered by this Agreement and the effective dates of these hourly base rates are as set forth in Schedules A of this Agreement.

Section 2. Unit Leader 2 will receive an additional forty-five (45) cents to the hourly rate in effect for the appropriate job title. Effective July 1, 1998, no new Unit Leader II's will be appointed. Any vacated Unit Leader II slot will not be replaced.

Section 3. Employees working more than twenty (20) hours per week and covered by this agreement, shall be paid the applicable hourly base rate in Section 1 for the classification in which they are working.

Section 4. The job category Cook 2 Steamtable has been eliminated and these duties are now part of the Serving Line Attendant category. It is understood that any employee currently performing the duties of Cook 2 Steamtable shall not suffer any reduction in base rate because of this change. Vacancies in Cook 2 Grill shall be filled first from current employees previously in Cook 2 Steamtable.

ARTICLE XIX: DISCRIMINATION AND COERCION

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation, or as to handicapped persons and veterans. The Union shall share equally with the University the responsibility for applying this provision of the Agreement.

The University agrees not to interfere with the rights of employees to become members of the Union. There shall be no discrimination, interference, restraint, or coercion by the University or any University representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union, or for any other cause.

ARTICLE XX: LEAVE OF ABSENCE FOR UNION BUSINESS

Section 1. At the written request of the Union, the University shall grant either an officer or a duly elected or appointed representative, not to exceed one (1) employee at any one time, a leave of absence without pay for a period not to exceed one (1) year or the period of elected office. The purpose of this leave is to permit the representative to work for the International, District Council, and/or the Local Union on Union business.

During the period of such a leave of absence, an employee will not accrue seniority, nor will the University have any obligation for continuation of benefits as specified elsewhere in this Labor Agreement. Such leaves may be extended upon request thirty (30) days prior to the termination thereof.

The employee must notify, in writing, the Director of Campus Dining Services ninety (90) working days prior to returning from a leave of absence for union business.

Section 2. At the written request of the Union, employees, not to exceed two (2), shall be granted a leave of absence without pay for attendance at the Union's National Convention. Such notice shall be made in writing at least two (2) weeks prior to the leave of absence.

Section 3. At the written request of the Union, employees, not to exceed two (2), shall be granted a leave of absence without pay for attendance at the Union's State Convention, the State AFL-CIO Convention, and/or the Union's District Convention. Such notice shall be made in writing at least (2) weeks prior to the leave of absence.

ARTICLE XXI: NO STRIKE-NO LOCKOUT

Section 1. As long as the Agreement is in effect, the Union shall neither cause nor counsel its members or any of them to strike, to directly or indirectly commit any concerted acts of work stoppage, slowdown, or mass absenteeism. The members of the Union shall not strike, or directly or indirectly commit any concerted acts of work stoppage, slowdown, or mass absenteeism. This clause shall not apply where the University refuses to follow the grievance procedure or refuses to arbitrate or comply with a valid award of arbitration. Likewise, it shall not apply where the Union is honoring a legal and lawful strike by the University-recognized bargaining unit, Local 590 AFSCME, also affiliated with District Council No. 47 AFSCME.

Section 2. As long as this Agreement is in effect, the University will not lockout any employee. The term "lockout" as used above shall be construed to mean a refusal to permit employees to work, which refusal is issued with the sole purpose and intent of influencing a dispute relating to this Agreement.

ARTICLE XXII: DURATION

The undersigned, representing the University of Pennsylvania and its Campus Dining Services Department and Local No.54 of the American Federation of State, County and Municipal Employees, AFL-CIO, and its District Council No.47, hereby approve the foregoing Collective Bargaining Agreement, effective **July 1, 2007**, and to remain in full force and effect until 12:01 A.M. on **July 1, 2010**, subject only to such changes in phraseology as shall be mutually satisfactory to counsel representing both parties. Either party desiring to modify or terminate this Agreement must, in writing, give the other party notice thirty (30) days prior to the sixtieth (60th) day preceding July 1, 1998 of such desire. If the parties do not reach agreement by 12:01 A.M. on **July 1, 2010**, this Agreement shall terminate in full, and the Union may strike with the understanding that during the period of any such strike, the University shall not be bound by the provisions of Article VI, HOURS OF WORK, Section 7, or be required to make any contributions as required under any other provision of this Collective Bargaining Agreement.

FOR:
TRUSTEES OF THE
UNIVERSITY OF
PENNSYLVANIA

FOR:
LOCAL UNION NO. 54,
AMERICAN FEDERATION
OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES
AND ITS DISTRICT
COUNCIL NO.47

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John J. Heuer
Vice President, Human
Resources

Ann Morrison
President, Local 54

Dennis Deegan

Ada Lawry

Laurie Cousart

Deborah Day

Thomas Chester

Tisa Flynn

Cleo Askew

Darlene Muldrow

Howard Deck

CHEF

The Chef is the head cook, and must be sanitation certified.

Under management direction the chef is responsible for the supervision and overseeing of all employees in the kitchen for all meals and all areas of food production. The Chef must

always give clear, informative, and precise instruction and direction to his subordinates, train cooks, and follow up with the completion of the assigned tasks. Ongoing training is mandatory and must be attended when offered.

The Chef should plan ahead by instructing subordinates as to what they are expected to have prepared for the next day. Through close personal inspection, the Chef assumes the responsibility for the quality of all food produced by analyzing the temperature, appearance, texture, and taste of the product to be served before it leaves the kitchen. The Chef should also assure that the presentation of the food served is attractive and properly garnished.

Through HACCP (Hazard Analysis/Critical Control Points) guidelines under management direction, the Chef is responsible for the quantity and quality of all food to be prepared for each meal and for controlling food item production scheduling. Standardized recipes must be followed and alterations that are needed in standardized recipes should be suggested. As well as production methods and portion control, the Chef should assure that the quantities being prepared are cooked in a timely manner to meet the customer needs. Batch cooking procedures must be followed through all steps of production. Assures that frozen food is handled properly.

The Chef is responsible for overseeing the maintenance and accuracy of all production records in the kitchen by having them completed regularly before, during, and after each meal to ensure that quantities produced are predictable. The information gathered should be reviewed with management in order to alleviate any discrepancies.

The Chef is responsible for the utilization of all leftover foods with the approval of the immediate supervisor. All leftover food items in a refrigerator should be covered properly in the proper container, labeled, dated, properly stored and scheduled for quick use. All leftover freezer items should be wrapped tightly with aluminum foil, labeled, and dated.

Through subordinates, the Chef must maintain a clean, neat, sanitary, and safe kitchen. The Chef is responsible for implementing "clean as you go" standards and ensuring all work areas are clean and sanitized during and at the end of work shift. The Chef assists management in complying with these standards and those of the Board of Health. Food holding and distribution policies and procedures shall be followed. The Chef should be routinely telling subordinates what he/she expects of them and should make routine quality assurance, safety, and sanitation inspections.

In addition to the above job description, the Catering Chef must have superlative skills and knowledge in catering cooking methods and display techniques.

COOK I

The Cook I assumes the Chef's responsibilities in the absence of the Chef and must be sanitation certified. If hired into the position without the sanitation certification, training and testing will be offered and must be taken and passed during the 90 day probation period. Under the direction of the

Chef, the Cook I is responsible for the timely preparation and presentation of all food items by various methods of cooking and baking. Cook I must follow standardized recipes, record quantities produced, quantities unused, and recipe yields accurately and interface with the Chef concerning all facets of the day's production. Batch cooking procedures must be followed through all stages of preparation. Assists the Chef in overseeing and training subordinates. Must implement all sanitation, safety, and quality assurance standards. Responsible for keeping the kitchen clean and orderly by implementing "clean as you go" standards and insuring all work areas are clean and sanitized during and at the end of the work shift. The Cook I is responsible for the utilization of leftover food with approval of the immediate supervisor. Responsible for the proper labeling, dating, covering, and storage of all leftover food and the cleanliness of the refrigerators in the areas. Ongoing training is mandatory and must be attended when offered.

COOK II

Assists Cook I and Chef.

Receives direction from Cook I and Chef regarding daily production responsibilities. Under the supervision of the Cook I, the Cook II follows HACCP guidelines and is responsible for the timely preparation and presentation of food using all the various cooking methods. Batch cooking techniques must be followed through all stages of preparation. Follows standardized recipes and contributes information to Cook I and Chef regarding accurate completion of production sheets. Maintains quality assurance standards set forth by management regarding: appearance, temperature, texture, taste. Communicates effectively with Unit Leader I and Serving Line Attendants regarding production and amount of food available on serving line. Labels, dates, covers and stores all leftovers properly. Responsible for maintaining "clean as you go" standards and ensuring work area is clean and sanitized during and at the end of work shift. Ongoing training is mandatory and must be attended when offered.

In addition to the job description of the Cook II, the Catering Cook II must have skills and knowledge in catering cooking methods and display techniques.

STOREROOM PERSON

Receives and checks all incoming merchandise accurately using the computer order sheets. Insures that the weight, count, temperature, quantity, and quality of incoming items complies with specifications. Items not meeting specifications should be rejected, but manager should be consulted prior to return of items. Frozen goods should be checked to see that they are not thawed or thawing. Cartons should be checked for damage. The receiving agent signs all copies of the delivery documents. The storeroom person follows HACCP guidelines under management direction. All food should be placed in the appropriate storage areas immediately following inspection in the receiving area according to perishable priorities. All food should be stored in a manner that facilitates a "first in-first out" issuing basis. All cartons should be dated and neatly organized with the oldest goods on top of the stack and the most recently purchased goods on the bottoms of stacks. Labels and date received markings must face right side up and out for easy identification.

All goods should be stored six inches off floors so that floors can be swept and mopped; all goods should be stored three inches from the walls to ensure proper air circulation and eliminate harboring areas. Half-empty cartons should be completely emptied and any individual items dated and stored neatly on top of cases.

Responsible for safety standards, neatness, and sanitation of the storage areas. Temperature readings in storage areas must be taken regularly and recorded; problems should be reported to manager. Proper temperatures are: dairy refrigerator, 38- 40 F; dry storage, 40-70 F, freezer 10 - 0 F; meat refrigerator 32-36 F; produce refrigerator 40-45 F.

All storage areas should be locked when unattended. All stock must be issued by an authorized person. While the storeroom person is on duty, only the storeroom person shall issue stock. At other times, only the Chefs, Cook I's, and management shall issue stock. The storeroom person should work closely with the kitchen staff to pull product to be consistent with batch cooking to ensure food safety and quality.

The storeroom person should assist supervision in checking stock levels on hand.

Ongoing training is mandatory and must be attended when offered.

CATERING TRUCK DRIVER

Delivers and picks up all catering equipment, china, linen, centerpieces and food for catered parties at specified times. Assists in setting up, serving, preparation and clean-up when designated by management. Counts, sorts, assembles all items needed for parties, before and after. Properly cleans and stores all food and catering equipment. Drives and maintains a service record provided by management for all catering vehicles. When not catering, drives truck for other miscellaneous deliveries and pickups.

Must be able to work a flexible shift and the hours needed by the Catering Department, including weekends. Must have a valid Pennsylvania driver's license and be able to drive any vehicle provided by Campus Dining Services. Must be able to lift and carry heavy items up and downstairs and load/unload trucks. Ongoing training is mandatory and must be attended when offered.

CASHIER

Cashiers are expected to serve as ambassadors to both Campus Dining Services and the University in general. They must represent both in a friendly, professional, courteous, and efficient manner and set a positive tone for all customer interactions. They must communicate with customers, other members of the University community and guests in a respectful and tactful manner concerning general information on Campus Dining Services and University events, policies and physical locations. They must be knowledgeable about unit information and policies, including but not limited to hours of service for all dining halls, daily menu information, schedules of unit shutdowns and reopenings, upcoming special events and other general information. They must enforce the meal contract and entrance policies fairly and without prejudice and should endeavor to promptly mitigate any questions, problems, or potential conflicts with customers due to misunderstandings, under the guidance of unit leaders and management.

According to unit needs, cashiers may distribute, maintain and oversee various menus, nutritional postings, special events and customer survey materials, maintain and insure the accuracy of written menu boards and assist in other ways with the dissemination of materials and information in order to satisfy customer expectations.

Employees will greet customers and examine identification/access cards individually. They will set up point of sale equipment, verify cash bank amounts with unit leaders and activate electronic access systems before and after each shift. During service hours, cashiers will adhere to all Dining and University policies regarding cash transactions and monitoring procedures, including but not limited to accurately completing all paperwork and cashier reports associated with sales and also accounting for and correcting as necessary any discrepancies in sales receipts and cash bank balances with management or Unit Leader I's. Employees will control: access to cash receipts, providing one to every customer who pays cash; debit/credit account records, providing a copy of any receipt generated from a cashless account sale and acquiring any necessary customer or management signatures. The cash drawer must be kept closed between sales. Cashiers will record electronic access counts at 15-minute intervals and communicate information concerning customer flow and requests to other employees and management.

Cashiers will maintain the areas in and around the cashier booths/access areas, keep work and service areas clean and organized and assist in the removal of debris and other obstructions that could detract from the accessibility, safety and professional appearance of customer access areas. During slow and non-service periods, employees will assist in the unit through cleaning, restocking, organizing, removing dishes and other debris from dining halls and service areas, performing minor preparation and set-up and other duties. Employees are responsible for following all correct safety and sanitation procedures, including but not limited to following HACCP guidelines. Ongoing training is mandatory and must be attended when offered.

BARISTA

In conjunction with unit leader and management, employees are responsible for the proper safety, sanitation, quality assurance and customer service procedures. Baristas are expected to serve as ambassadors to both Campus Dining Services and the University in general. They must represent both in a friendly, professional, courteous, and efficient manner and set a positive tone for all customer interactions.

Barista will serve customers in a prompt, pleasant, courteous, tactful, and efficient manner, setting and maintaining the highest standards in customer service. Employees should endeavor to promptly mitigate any questions, problems or other potential conflicts with customers, in conjunction with supervisors and management.

Baristas must communicate with customers about the foods being served, including the names, main ingredients and basic preparation techniques used to produce each food. Baristas must communicate with customers, other members of the University community and guests in a respectful and tactful manner concerning general information on Campus Dining Services and University events, policies and physical locations. Baristas must be knowledgeable about unit information and policies, including but not limited to hours of service for all dining halls, daily menu information, schedules of unit shutdowns and reopenings, upcoming special events and other general information. Baristas must enforce the meal contract and entrance policies fairly and without prejudice and should endeavor to promptly mitigate any questions, problems, or potential conflicts with customers due to misunderstandings, under the guidance of unit leaders and management.

According to unit needs, baristas may distribute, maintain and oversee various menus, nutritional postings, special events and customer survey materials, maintain and insure the accuracy of written menu boards and assist in other ways with the dissemination of materials and information in order to satisfy customer expectations.

Employees will greet customers and examine identification/access cards individually. Baristas will set up point of sale equipment, verify cash bank amounts with unit leaders and activate electronic access systems before and after each shift.

During service hours, Baristas will adhere to all Dining and University policies regarding cash transactions and monitoring procedures, including but not limited to accurately completing all paperwork and cashier reports associated with sales and also accounting for and correcting as necessary any discrepancies in sales receipts and cash bank balances with management or Unit Leader I. Employees will control access to cash receipts, providing one to every customer who pays cash, debit/credit account records, providing a copy of any receipt generated from a cashless account sale and acquiring any necessary customer or management signatures. The cash drawer must be kept closed between sales. Baristas will record electronic access counts at 15-minute

intervals and communicate information concerning customer flow and requests to other employees and management. As needed, prepare, display, decorate, garnish and serve ingredients and food items in a safe and sanitary manner, whether hot or cold. These items include, but are not limited to, coffee, tea and other drinks, desserts, salads, deli items, fruits, gelatins, coffee, dairy products, pre-prepared and scratch items, sandwiches and pastries, Promptly and constantly clean and sanitize all work, preparation and customer service areas, utilizing proper safety equipment and chemicals and all associated sanitation and HACCP guidelines. Controls proper portion sizes for all foods served through the use of proper utensils and serving and slicing techniques. Communicates effectively with kitchen, management and other employees concerning customer flow, food supplies and other service needs. Responsible for the storage, labeling, dating and prompt return of all food and supplies before, during and after service periods. During slow and non-service times, will assist in various additional ways with the clean-up, sanitation, breakdown and set-up of other areas as directed by supervisors and management. Ongoing training is mandatory and must be attended when offered. During meal periods, employees are responsible for serving and restocking food, beverages, condiments, dishes and other items in their proper areas in an attractive, safe and sanitary fashion. Work, storage and service areas are expected to be kept neat and free of debris and other clutter and also to be continuously cleaned and sanitized, including but not limited to any counters, floor spaces, shelves, storage areas, refrigerators, warmers, freezers, utensil drawers and other work spaces involved. Employees are also responsible for insuring the cleanliness, sanitation and proper storage of all tools (including brooms, dustpans, vacuums, mops, buckets, towels, aprons,) and utensils utilized. Baristas will maintain the areas in and around the location, keep work and service areas clean and organized and assist in the removal of debris and other obstructions that could detract from the accessibility, safety and professional appearance of customer access areas. During slow and non-service periods, employees will assist in the unit through cleaning, restocking, organizing, removing dishes and other debris from dining halls and service areas, performing minor preparation and set-up and other duties. Employees will check with Unit Leaders and management for other additional duties when primary responsibilities are accurately completed.

All baristas are required to pass a minimum of seven days of training by the concept trainer. Training will consist of hands-on training, classroom training and guest service training and will require a written test. Baristas must attend all training and receive a minimum score of 75 on the written test to be certified to be a barista. All baristas are required to lift a minimum of 20 pounds and stand for a minimum of 4 hours without a break. Baristas must have the ability to follow and memorize many recipes, and ability to use coffee and other machines, to use cash register and make all transaction on the register, credit card machines and gift card machines. The barista must follow all cash handling policies and procedures once trained.

SERVING LINE ATTENDANT

In conjunction with supervision and management, employees are responsible for the proper safety, sanitation, quality assurance and customer service procedures. Responsible for the proper utilization of hand gloves. Controls proper portion sizes for all foods served through the use of proper utensils and serving and slicing techniques. Insures the correct service and holding temperatures for all hot and cold foods through the utilization of thermometers, temperature and food quality records and other HACCP processes. Sets up all associated service area stations, utensils, decoration, garnishing, equipment and supplies in sufficient time to open promptly and completely for service. Insures that all equipment is pre-heated or pre-chilled, all storage and presentation areas are adequately operating and utilizes steam table and pan lids, ice pan liners and any other additional equipment to safely store, display and serve all items.

Serves customers in a prompt, pleasant, courteous, tactful, and efficient manner, setting and maintaining the highest standards in customer service. Employees should endeavor to promptly mitigate any questions, problems or other potential conflicts with customers, in conjunction with supervisors and management. Servers must communicate with customers about the foods being served, including the names, main ingredients and basic preparation techniques used to produce each food. Communicate efficiently with supervisors, kitchen and dishroom personnel and other employees concerning food and equipment supply levels, customer flow and needs, and other pertinent information. Responsible for the storage, labeling, dating and prompt return of all food and supplies before, during and after service periods.

As needed, produces various decorations and garnishes appropriate to the foods being served. Promptly and constantly clean and sanitize all work, preparation and customer service areas, utilizing proper safety equipment and chemicals and all associated sanitation and HACCP guidelines. During slow and non-service times, will assist in various additional ways with the clean-up, sanitation, breakdown and set-up of other areas as directed by supervisors and management. Ongoing training is mandatory and must be attended when offered.

In addition to the job responsibilities listed above, the Cook II, Grill employees will be required to perform various cooking duties and techniques as they are related to service areas. They will properly store and rotate foods, pulling out quantities only as needed to achieve proper service and food quality standards. They will safely display and hold items for cooking, utilizing ice pans, refrigerators and other methods, to insure that foods stay out of the temperature danger zones. They will utilize batch cooking, just in time preparation and other food production techniques to maintain the highest level of food quality and cost/waste controls. Proper labeling, dating and storage techniques and HACCP records will be maintained. Communicates effectively with kitchen, management and other employees concerning customer flow, food supplies and other service needs.

FOOD SERVICE WORKER

As needed, prepare, display and serve ingredients and food items in a safe and sanitary manner, whether hot or cold. These items include, but are not limited to, desserts, salads, deli items, fruits, gelatins, coffee, dairy products, pre-prepared and scratch items, sandwiches and pastries. Employees should follow all correct HACCP procedures and other monitoring methods when handling, preparing, serving, and storing foods and chemicals, including filling out any necessary procedural and temperature logs & charts and also correctly dating and labeling all foods, ingredients and leftovers. Where applicable, keeps accurate production records.

During meal periods, employees are responsible for serving and restocking food, beverages, condiments, dishes and other items in their proper areas in an attractive, safe and sanitary fashion. Work, storage and service areas are expected to be kept neat and free of debris and other clutter and also to be continuously cleaned and sanitized, including but not limited to any counters, floor spaces, shelves, storage areas, refrigerators, warmers, freezers, utensil drawers and other work spaces involved. Employees are also responsible for insuring the cleanliness, sanitation and proper storage of all tools (including brooms, dustpans, vacuums, mops, buckets, towels, aprons,) and utensils utilized. They are also required to communicate with management, supervisors, and fellow employees about needs for foods, ingredients and supplies; keep management, supervisors and workers apprised of current level of supply and customer flow, potential safety and stock rotation problems and other information that will assist the overall service goals; and discuss fluctuations, problems, and potential solutions concerning HACCP procedures. They will garnish and decorate service areas in an attractive manner.

Employees are expected to, in accordance with unit needs, assist with the maintenance of other areas in the dining halls, including but not limited to dining rooms, tray belts, dishroom carts, lowerators, bus carts, refrigerator carts, and warming carts. They are also expected to dust woodwork, sweep, vacuum and mop all areas as needed, including service and kitchen areas, dining rooms, locker rooms, offices, halls, stairways, elevators and other areas. They will clean and sanitize any and all food preparation equipment and areas as assigned. They will replenish hand soap and towels, and otherwise assist in the cleaning and set-up of the entire dining hall or special service areas as needed. They will assist in stocking and delivering food, chemicals and other supplies and equipment as needed. Employees will check with supervisors and management for other additional duties when primary responsibilities are accurately completed.

Employees will properly utilize, clean and sanitize garbage disposals and their surrounding areas. They will remove and correctly dispose of trash and other waste and recyclable materials, utilizing correct procedures for transporting food and waste separately, and will clean and sanitize all trash cans and dumpsters.

Employees are expected to properly clean, sanitize and store all pots, pans, utensils and other equipment, meeting all safety, sanitation and HACCP procedures in the process. Storage shelves,

cleaning equipment, sinks and surrounding floor and wall areas are to be kept clean, sanitary and free of clutter at all times.

Employees will receive soiled dishes, glasses, silverware, racks, utensils and other equipment, properly scrape, sort, and stack all items, and will utilize dish machines to properly clean and sanitize them all. They will utilize proper "clean as you go" techniques and safety mats to prevent spills and other hazards from presenting dangers to all employees. They will promptly return clean dishes, silverware and other equipment to the appropriate areas. They will disassemble the dishmachine and its associated parts, properly clean and sanitize all parts on the dish machine and reassemble for use during the next service period. They will sweep, mop, and clean all service areas, floors, mats, counters and dishbelt areas. They will periodically descale machine with approved chemicals and safety equipment, with the approval of management, to insure lime buildup is controlled. Maintain all associated temperatures and HACCP records. Ongoing training is mandatory and must be attended when offered.

UNIT LEADER I

Under the direction of management assists with the responsibilities and training of all employees and must be sanitation certified. Works with all employees to insure the highest levels of customer service, quality control, operational efficiency, food preparation and presentation, health code compliance, HACCP guidelines, sanitation and safety in all areas of operation. Unit leaders are responsible for key control, opening, closing, lock-up and security systems procedures when so scheduled.

Unit leaders are responsible, if assigned, for the access to the cash combinations safes and bank cash monies. They will verify daily meal reports, cash sales receipts and cash bank totals and discrepancies with cashiers before and after every service period. They will accurately complete and reconcile weekly summary reports of cash sales, cash deposits and customers counts.

Through personal effort and the effective and continuous training and utilization of all employees, unit leaders oversee the set-up, operation and breakdown of all service and non-service areas, including but not limited to serving lines, desserts counters, beverage stations, food bars, dining rooms, floors, and storage areas. In conjunction with the Chef, oversees the proper operation of kitchen areas including dishroom/pot sink/food preparation and storage areas. Insures that correct portion control and quality assurance procedures are followed and HACCP records are accurately completed for all areas, including temperature logs and food quality checks. Oversees the proper labeling, dating and movement of food supplies and leftovers before, during and after service periods. By maintaining the communication of information between customer service, cashier, kitchen preparation and dishroom areas, insures that all food and equipment supply and service flows are complete, smooth and timely and service areas are completely set-up in sufficient time for the most current meal period. Supervises the adherence to all health department codes. Supervises the wearing of hair nets/hats/caps and proper uniform attire & name-tags.

Unit leaders will conduct weekly and /or monthly meetings with employees to discuss operational and customer service needs, concerns, difficulties and standards and will conduct necessary training sessions in order to accomplish standards, with approval of management. Unit leaders must attend various training programs regularly. Ongoing training is mandatory.

In the temporary absence of management, unit leaders will assume the responsibilities of managers.

APPENDIX B: GENERAL REGULATIONS

1. While in work, employees must wear the head covering provided by management.
2. Habitual absenteeism or lateness will be considered cause for dismissal.
3. Employees who wish to leave the building during the workday must notify a supervisor prior to leaving the building and must notify a supervisor upon their return.
4. Cashing of paychecks must be done on employee's time, either during employee's lunch period or after working hours.
5. Packages are not permitted to be carried from the building unless first inspected and approved by the Manager or Assistant Manager.
6. Any employee caught using, or in possession of, alcoholic beverages or illegal drugs in locker rooms or in the buildings may be subject to immediate dismissal.
7. If the existing laws change concerning chest X-Rays, the Campus Dining Services retains the right to require a chest X-Ray of all employees under the new law.
8. Employees are to enter and leave the building only via the delivery or employee's entrance, whichever is designated.
9. All employees are required to wear proper uniforms and name tags.

All employees will be issued a photo identification card (PennCard) upon the date of employment. The PennCard is the property of the University of Pennsylvania. A PennCard will be provided to all employees at no cost. However, if the initial PennCard is lost or stolen, the employee is responsible for promptly replacing the card and will be charged the replacement fee prevailing at the time.

A valid and current PennCard must be carried at all times and presented upon the request of any University or management official. Failure to carry and/or present the PennCard at any time could result in disciplinary action.

10. Summary discharge may result for punching in or out another employee's time card.
11. All employees must be at their work stations and ready to work at the start of their shift. During the first and last two (2) weeks of each semester the serving line attendants must remain at their station until notified by the supervisor or designee.

12. Employees shall not be permitted to wear dangling jewelry and earrings, nor are they allowed to wear fingernail polish. Stud earrings are permitted.
13. Eating and drinking are permitted during meal breaks and in designated areas only.
14. There is no smoking except in designated areas.
15. Dish and glass carts and food bins should be used properly and not for the transportation of food and garbage.
16. Chemicals should not be stored near food items or allowed to come in contact with food.
17. All items should be stored at least 6 inches off the floor. No items or trash should be put on floor surfaces.
18. Every employee is responsible for safe and sanitary food handling practices.
19. Procedures that protect against contamination should be followed during food production and holding: Food should not be allowed to be in the 40 to 140 F range; using proper pans to store food so it refrigerates properly.
20. Production sinks should not be used for hand washing or mop water.
21. Employees must maintain a neat personal appearance and a neat work and service area.
22. Utensils should be stored to minimize contamination and should be properly cleaned before usage.
23. No personal items should be brought into the work area unless they can be confined to an employee's pocket.
24. Employees are responsible for following all safety practices.
25. Friends and relatives are discouraged from visiting the dining halls during working hours. Visitors who must see employees should report to the office to obtain approval.
26. All injuries must be reported to supervisor immediately.
27. If an employee is to be absent from work, the employee must notify the immediate supervisor, prior to the scheduled starting time for the employee's shift. (i.e., an employee scheduled to start prior to 8:00 a.m. must call prior to 8:00 a.m. Employees working a shift

starting at 9:00 a.m. or later must call at least one hour prior to the start of the shift.)
Employees must notify the immediate supervisor as to the duration of the absence.

28. Violation of the University Racial Harassment Policy and/or Sexual Harassment Policy may be subject to disciplinary action, up to and including, Summary Discharge.

APPENDIX C: UNDERSTANDINGS

Understanding No. 1.

MEMORANDUM OF AGREEMENT

The Trustees of the University of Pennsylvania and its Campus Dining Services Department and Local No. 54, affiliated with the American Federation of State, County and Municipal Employees, AFL-CIO, and its District Council No. 47 hereby agree to revise the Understanding dated November 20, 1981 as follows:

1. Temporary employees may be hired within the Campus Dining Services Department to fill temporary vacancies that occur while permanent union employees are absent from work for an extended period of time.
2. Temporary employees will be hired and employed under the applicable personnel policies of the University of Pennsylvania.
3. Temporary employees will receive the union wage scale for a food service worker with 0-6 months of service.
4. Temporary employment will not exceed six (6) months. If a temporary vacancy remains after six (6) months, the Campus Dining Services Department may terminate a temporary employee and hire another temporary employee to fill the vacancy; or make an existing temporary employee permanent to fill the vacancy under the following conditions:
 - (a) The temporary employee will be made a permanent employee with all seniority beginning on the date the employee becomes permanent.
 - (b) The employee will receive the union wage scale for a food service worker with 6-12 months of service and will continue to receive this scale for one (1) full year of continuous service as a permanent employee.
 - (c) The employee will be responsible for the bridging of past employment with the Campus Dining Services Department after completion of one (1) full year of continuous service as a permanent employee.
 - (d) For benefit purposes, the six (6) months of service as a temporary employee will count as the waiting period for benefits coverage, and benefits will begin on the date the employee becomes a permanent employee.
5. Temporary employees are not covered under the guarantee language of the collective bargaining agreement, and they are not subject to any recall or rehiring rights after a layoff period.
6. Temporary employees are not covered by any provision of the collective bargaining agreement except: Article III, Sections 1 and 2, and Appendix B.

FOR:
THE UNIVERSITY OF PENNSYLVANIA

FOR LOCAL No. 54,
AMERICAN FEDERATION OF STATE, COUNTY &
MUNICIPAL EMPLOYEES

John J. Heuer
Director of Labor Relations

Ghulam R. Muhammad
President, Local 54
AFSCME

Understanding No. 2.

MEMORANDUM OF AGREEMENT

At these 1992 negotiations it was agreed that this Memorandum of Agreement originally dated September 21, 1982 will be continued.

The University of Pennsylvania and its Campus Dining Services Department and Local Union No. 54, affiliated with the American Federation of State, County, and Municipal Employees, AFL-CIO, and its District Council 47 hereby agree that all the matters and grievances raised by and contained in the letter dated May 24, 1982 (copy attached) are settled and resolved based upon the following:

1. Article II, RECOGNITION, Section 2 carries the interpretation that:
During those periods set forth in Article VI, Section 7, when the guarantee is applicable to 125 employees, the Campus Dining Services Department may use students in the regular student meal-serving facilities to replace bargaining unit employees in the general classification of Food Service Worker who are absent for the day, and such hours of work shall not count towards the "twenty (20) hours or more per week" as set forth in this Section 2. This interpretation shall not be used to circumvent the terms and conditions of the Memorandum of Agreement dated November 20, 1981 pertaining to the filling of "temporary vacancies that occur while permanent union employees are absent from work for an extended period of time."

2. Article V, SENIORITY, Section 3 carries the interpretation that:
Employees working less than twenty (20) hours per week shall not be assigned to the job classification of Cook I (Caterer) for the purpose of transporting food or equipment to catered parties.

3. Article VI, HOURS OF WORK, Section 3(c) carries the interpretation that:
The work schedules of employees assigned to drive trucks for catered parties may be revised by giving a minimum notification of two (2) weeks.

4. Article VI, HOURS OF WORK, Section 7 in every and all aspects shall be excluded from the 1983 negotiations between the parties and shall remain in full force and effect for the

term of the renewal agreement to be effective July 1, 1983, except as currently provided for in Article XXI, DURATION.

5. Article VI, HOURS OF WORK, Section 7(g) carries with it the interpretation that: The classification required and the number of employees required in excess of twenty (20) to work during the period between the beginning of summer layoff and the Friday before Alumni Weekend shall be posted two (2) weeks prior to the end date set forth in Section 7(f). The number of employees in excess of twenty (20) who will work during such period shall be selected from those who have signed the posting in accordance with classification seniority, and then, if necessary, by assigning employees capable of performing the work required on the basis of departmental seniority until the desired number of employees in each classification has been obtained.

6. Article XVII, CLASSIFICATIONS, Article XVIII, RATES OF PAY, and Appendix A, UNIVERSITY CAMPUS DINING SERVICES GENERAL JOB DESCRIPTIONS be amended as appropriate to reflect the classification, rate of pay, and job duties for the position of Food Service Worker (Catering Production Aide). Employee(s) in this classification will have the responsibility of preparing, in a regular student meal-serving facility only, equipment for catered parties. (Agreed-to General Job Description is attached.)

7. Members of Local Union No. 54 shall continue to prepare, in a regular student meal-serving facility only, food for catered parties to the extent done in the past.

8. All job duties associated with catered parties, except as set forth in this Memorandum of Agreement are outside the scope of duties performed by employees working in any classification covered by the collective bargaining agreement. Those individuals and employees associated with catered parties, except as set forth specifically in this Memorandum of Agreement, are excluded from coverage under any Article or provision of the Collective Bargaining Agreement between Local Union No. 54 and the University.

9. The classification required and the number of employees required to work Alumni Weekend will be posted two (2) weeks prior to the end date set forth in Article VI, Section 7(f), and the required number of employees shall be selected, from those who have signed the posting, first on the basis of classification seniority, and then, if necessary, on the basis of departmental seniority until the desired number of employees in each required classification has been obtained.

10. All matters raised by the letter of May 24, 1982, or covered by this Memorandum of Agreement are excluded as subjects for collective bargaining in the 1983 negotiations except as otherwise specified herein.

FOR:

FOR:

THE UNIVERSITY OF PENNSYLVANIA

LOCAL No. 54, AMERICAN FEDERATION OF
STATE, LOCAL AND MUNICIPAL EMPLOYEES
STATE, COUNTY AND MUNICIPAL

EMPLOYEES, AFL-CIO, AND ITS DISTRICT

COUNCIL No. 47

John J. Heuer
Director of Labor Relations

Ghulam R. Muhammad
President, Local 54
AFSCME

Understanding No. 3.

July 1, 1992

Mr. Ghulam R. Muhammad
President, Local No. 54
American Federation of State, County
and Municipal Employees, AFL-CIO

Dear Ghulam:

At these 1992 negotiations it was agreed that this Understanding, originally dated December 7, 1982 will continue.

On November 17, 1982 the parties discussed the use of University telephones during working hours. It was the stated position of both parties that the language of Article XV, MISCELLANEOUS, Section 11 was placed into the original agreement to protect the right of employees covered by the Agreement to use University telephones for personal business because some units did not allow such use. It was also the stated position of both parties that the language itself and the intent of this language in no way gave or gives an employee unlimited or unrestricted rights to use the University telephones for personal business or pleasure during working hours.

If you agree with the above, please sign and date where indicated.

Sincerely yours,

John J. Heuer
Manager of Labor Relations

Understanding No. 4.

July 1, 1992

Mr. Ghulam R. Muhammad
President, Local No. 54
American Federation of State, County
and Municipal Employees

Dear Ghulam:

At these 1992 negotiations it was agreed that this Understanding, originally dated June 19, 1981, will continue.

I have assured you that for the term of the Agreement the University will continue its practice of making available to University employees represented by A.F.S.C.M.E. Local No. 54 new University benefits that the University decides to make available to other University non-exempt employees, whether or not covered by collective bargaining agreements. Please accept this letter as written confirmation of that practice as hereinafter explained.

The University never intended Article XVI, Section 8, Paragraph 2, as set forth in the Agreement dated July 1, 1979, to apply to benefits which (1) are not initiated by the University in accordance with its procedures for creating new University benefits; (2) are not sponsored or controlled by the University; and (3) are specifically charged to the economic packages negotiated by the University and another Union.

The University's practice, as confirmed by this letter, is that benefits which the University, in the exercise of its sole discretion, initiates, sponsors, controls, and funds, and which the University makes available to University non-exempt employees whether or not covered by collective bargaining agreements, shall be made available to University employees covered by A.F.S.C.M.E. Local 54.

It is agreed that the intent of the language of Article XVI, HEALTH, WELFARE, AND EDUCATION, Section 8, Paragraph 2, is as set forth above in this letter.

Sincerely yours,

John J. Heuer
Manager of Labor Relations

Understanding No. 5.

**UNIVERSITY OF PENNSYLVANIA
CAMPUS DINING SERVICES
DISCIPLINE FOR UNSATISFACTORY ATTENDANCE AND
LATENESS**

Employees who are chronically absent, late, or fail to report for work without notice will be subject to progressive discipline. The steps in the progressive discipline process are as follows:

1. Written Warning
2. Five (5) day suspension without pay
3. Termination

CHRONIC ABSENTEEISM

An absence is defined as any day or group of consecutive workdays that an employee is absent from work without pre-approved leave (such as vacation, personal day or floating day.)

Second absence within a two-month period:

1. Unit Manager must inform Personnel Office.

2. Employee advised that if he/she does not improve, disciplinary action will result.

Third absence within a two-month period:

1. Unit Manager will use the "Unsatisfactory Performance" Form for a written warning.*

*Provided the employee does not have a discipline for unsatisfactory attendance.

The normal discipline steps shall be written warning, five (5) day suspension, and dismissal. Once an employee receives a five (5) day suspension they must provide a physician's certification for each absence. The procedure for removing discipline from an employee's record is in accordance with Article VII, DISCIPLINE AND DISCHARGE.

UNEXCUSED ABSENCE

An unexcused absence is defined as any day on which an employee is scheduled to work and fails to report to work to give notice that an employee will not be reporting to work.

First absence within a two-month period:

1. Unit Manager will use Step 1, "Unsatisfactory Performance" Form for a written warning.*

LATENESS

Lateness is defined as an unexcused occasion that an employee reports to work later than the employee's scheduled starting time or leaves work earlier than the employee's scheduled quitting time.

Third lateness within a 30 days period:

1. Unit Manager must inform Personnel Office.
2. Employee advised that if he/she does not improve, disciplinary action will result.

Fourth lateness *within a 30 day period:*

1. Unit Manager will use the "Unsatisfactory Performance" Form for a written warning.*

*Provided the employee does not have a prior discipline notice for unsatisfactory attendance.

Discipline for violation of the above guidelines will not be included as a step for the purpose of enforcing discipline for other unsatisfactory performances.

If an employee arrives late or leaves earlier than their scheduled shift, the employee must provide documentation to prevent the missed time from being deemed an occurrence subject to disciplinary action. The documentation must be supplied by the employee to the unit manager upon arrival for the employee's next scheduled shift.

Serious Medical Conditions

An employee who has a serious and chronic medical condition, and desires reasonable accommodation from the Sick Leave and Disciplinary provisions of this agreement (Articles XIV & X), must provide appropriate documentation from a healthcare provider to the Contract/Relationship Manager before such accommodation can be considered, and, if appropriate, granted.

Understanding No. 6.

The AFSCME Legal Services Plan shall be continued in full force and effect until 12:01 A.M. **July 1, 2010**. Effective **July 1, 2007**, the Campus Dining Services shall pay \$4,770.50 per month (total = \$51,246 for 12 months) to the Trustees, AFSCME Legal Services Plan. The future contributions to the funds can be redistributed as deemed necessary with the approval of the fund trustees.

Understanding No. 7.

The AFSCME Health and Welfare Fund Shall be continued in full force and effect until 12:01 AM **July 1, 2007**. Effective **July 1, 2007**, the Campus Dining Services shall pay \$13,784.50 per month (total \$165,414 for 12 months) to the AFSCME Health and Welfare Plan for Prescription Drug and Vision Care Plan Coverage. **The future contributions to the funds can be redistributed as deemed necessary with the approval of the fund trustees.**

Understanding No. 8.

July 1, 1992

Ghulam R. Muhammad, President Local 54
American Federation of State,
County and Municipal Employees
1621 Lindenwood Street
Philadelphia, PA 19143

Dear Ghulam:

At the 1992 negotiations it was agreed that this Understanding originally dated October 21, 1981 will continue.

This Understanding explains the University procedure for hiring Campus Dining Services employees.

University policy requires all open positions to be posted in accordance with our affirmative action plan. The Employment Office will accept applications only for an open position. When Campus Dining Services has approval to hire into a position, the Employment Office will post the position in accordance with University policy and at that time Campus Dining Services will notify the union of the opening.

Applications for the position are accepted by the Employment Office, which will develop a list of applicants who meet the minimum requirements. Union referrals should be sent to the Employment Office. The list is then forwarded to Campus Dining Services. If you have any questions on the above, please contact me.

Sincerely yours,

John J. Heuer
Director of Labor Relations

Understanding No. 9.

SICK DAY ENTITLEMENT

Regular	Pro Rated
1 day per month (maximum 12 days per year)	1 day per month (maximum 8 days per year)

Understanding No. 10

Mr. Ghulam R. Muhammad
President, Local 54 AFSCME
1606 Walnut Street
Philadelphia, PA 19103

RE: Retail Operations - Letter of Understanding

Dear Ghulam:

This is in response to our previous understanding concerning the Campus Dining Services Department and its retail operation, CHATS, and other potential retail operations.

1. The retail operations' days and hours will vary. Premium time will be paid in accordance with Article VI, Hours of Work, Section 4.
2. Campus Dining Services will utilize bargaining unit staff in the operation for all hours of operation.
 - a. The current CHATS staffing of four (4) bargaining unit members may be adjusted according to the hours of operation.
3. In addition to the bargaining unit positions, students/part-time staff will support the operation.
 - a. Students/part-time staff will perform duties of FSW's and SLA's.
 - b. Students/part-time staff may "swipe" cards.
 - c. Whenever a full-time employee is absent from work, the Campus Dining Services department may replace the full-time employee with a student/part-time employee.
 - d. All staff will be cross-trained.
4. Because of the uniqueness of potential retail operations, all staff are expected to operate as a team.
 - a. Management and the Unit Leader I (if applicable) will direct the staff.
 - b. The Unit Leader (if applicable) may relieve any employee on breaks as well as assist with other duties.

- c. The Manager shall not normally perform the duties of the bargaining unit except to relieve employees on break or in the event of an emergency.
 - d. The operation may have paper service. However, equipment and some pots must be washed, rinsed and sanitized. All employees will be expected to sweep, mop, or vacuum the facility and clean the retail operation.
5. All Chats staff are expected to provide the utmost of courteous service and ensure speed of service requirements.

If you concur with the above, please sign and date where indicated.

Sincerely,

John J. Heuer

By my signature, I indicate the acceptance of this letter of understanding.

Ghulam R. Muhammad
President, Local 54, AFSCME

Date

SCHEDULE A: RATES OF PAY

EFFECTIVE JULY 1, 2007

Effective July 1, 2007, we change to years of service rate step “grid” as attached, plus 2.5%; effective July 2008, plus 2.5% increase; effective July 2009, plus 3.0% increase. The three new rate sheets shall be appended to the end of the CBA